



JUNE 10, 2013
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from May 6, 9, 13, and May 20, 2013 **(page 4)**

Approval/Amendments to Agenda

I. Consent Agenda:

- A. Declare Surplus/Authorize – Electronic Auction of items through GovDeals **(page 52)**
- B. Approve – Purchase Orders >\$20,000 **(page 53)**

II. Comments from the Public:

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

- A. None –

IV. Public Hearing – Other:

- A. Adopt/Award – Ordinance to Condemn as unsafe the structure located at 221 West 5th Street and Award the demolition contract **(page 58)**
- B. Close out – Talent Enhancement Grant **(page 64)**

V. Scheduled Public Appearances:

- A. WHDA – 4th of July and Motown
- B. Rita Downs – Hunters' Point Sporting Clays – request for Highway 17 Driveway Access

VI. Correspondence and Special Reports:

- A. Memo – Painting Airport Hangers **(page 67)**
- B. Memo – Contracts for Petroleum Products **(page 68)**
- C. Memo – Request for Multi-Way Stop Intersections in Smallwood – Northwood Road **(page 69)**
- D. Memo – CDBG Reports **(page 72)**



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- E. Memo – General Fund Budget Transfer (\$650) (page 75)
- F. Memo – Load Management Report (page 77)
- VII. Reports from Boards, Commissions and Committees:
 - A. Human Relations Council (page 78)
 - B. Financial Reports (emailed as available)
- VIII. Appointments:
 - A. Appointments – Various Boards Commissions and Committees (page 79)
- IX. Old Business:
 - A. Adopt – NCDENR Adopt-A-Trail Grant (page 111)
 - B. Approve – Amendments to City of Washington Bicycle Plan (page 118)
- X. New Business:
 - A. Adopt – Resolution fixing date for Public Hearing on the contiguous Annexation of the Wimco, Inc. Property (page 131)
 - B. Authorize – the Mayor to enter into an administrative agreement with the Mid-East Commission to administer the Oak Ridge Metal Works CDBG grant (page 136)
 - C. Approve – Fee change for Semi Annual Dockage (page 145)
 - D. Approve/Authorize – the Manager of Parks and Recreation or her designee to execute the Waterfront Docking Agreement for Little Washington Sailing School, Inc. (page 147)
 - E. Authorize – Acting City Manager to sign a contract with Rivers & Associates, Inc. to complete the City of Washington Comprehensive Master Plan (page 154)
 - F. Authorize – the Police and Fire Services Director to enter into a School Resource Officer's agreement with the Beaufort County Board of Education and Authorize the City Attorney to make non-substantive modifications (page 173)



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- G. Adopt – Budget Ordinance Amendment – Solar Farm Project 2 (\$240,000) **(page 194)**
- H. Approve – Classification and Pay Grade Changes **(page 196)**
- I. Adopt/Authorize – Budget Ordinance Amendment **and** Authorize Acting City Manager to execute the attached Offer to Purchase and Contract – property owned by Brenda Brann located at 1656 Springs Road **(page 203)**
- J. Adopt – Meredith Settlement Budget Amendment **(page 216)**
- XI. Any Other Items From City Manager:
 - A. None
- XII. Any Other Business from the Mayor or Other Members of Council
 - A. None –
- XIII. Closed Session – None
- XIV. Adjourn – Until Monday, June 24, 2013 at 5:30 pm, in the Council Chambers at the Municipal Building.

The Washington City Council met in a continued session on Monday, May 6, 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 Cynthia S. Bennett, City Clerk.

Also present were: Matt Rauschenbach, Administrative Services Director/CFO; Allen Lewis, Public Works Director; Keith Hardt, Electric Director; David Carraway, IT Department and Mike Voss, Washington Daily News.

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

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings requested to add a closed session under NCGS 143-318.11(a)(4) Economic Development.

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

BUDGET OVERVIEW: UTILITY FUNDS

City Manager, Josh Kay explained the intent of the meeting tonight is to have an overview presenting the proposed utility funds, highlight major changes and to highlight the proposed capital purchases. The presentation tonight will be more of a staff driven process. The full detailed discussion has been planned for Thursday, May 9, 2013 and would be a Council driven process.

Utility Funds Overview

Budget Workshops:

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

Water Fund:

- Water Fund Revenue
 - Proposed: \$4,441,525
 - Increase of \$1,389,788
 - \$100,000 Transfer from Water Reserve
 - \$655,738 Fund Balance Appropriated
 - \$640,550 EDA Grant Funds
 - No rate changes requested

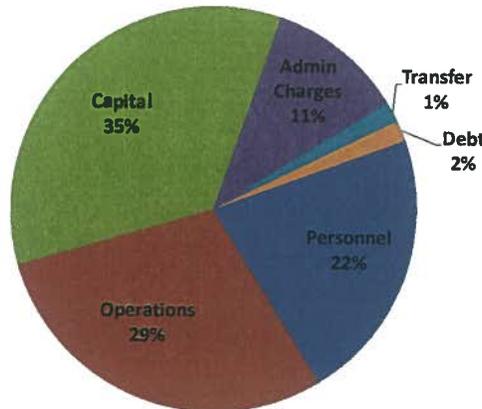
\$30,000 projected increase in Water

Councilman Mercer mentioned the EDA Grant is a 50/50 match. Mayor Pro tem Roberson commented he liked the approach of receiving the grant funding up-front.

Water Fund:

- Expenditures
 - Personnel: \$969,814 (22%)
 - Operations: \$1,296,313 (29%)
 - Capital: \$1,545,100 (35%)
 - Administrative Charges: \$485,242 (11%)
 - Transfers: \$71,963 (1%)
 - Debt: \$73,093 (2%)
 - **Total: \$4,441,525**

Water Fund



Water Fund:

- Major Highlights:
 - Water Meter Service – Non-capitalized Purchases: \$100,000
 - Decrease of \$200,000
 - Large meter replacement

Mr. Kay noted that we are still on the projection of having the water meters in the residential section completed by end of June. Mr. Kay advised there are a lot of large meters that need to be replaced and there will always be some level of water meter change out program. Councilman Mercer suggested finishing the 1 ½” meters at a cost of \$200,000 and then the 2, 3, and 4” (large meters) replaced as we have time. Mr. Kay noted that replacing meters all at once would cause all to be replaced again at the same time and staff would like to spread the timing cycle out.

- Water Treatment – Chemicals: \$400,000
 - Increase of \$50,000
- Water Treatment – Non-capitalized Purchases: \$95,925
 - Painting inside of water treatment plant - \$95,300
- Water Treatment – Capital Outlay: \$631,100
 - EDA grant project – liquid chemical feed conversion - \$606,100

Installation of cameras at well sites - \$25,000

Mr. Kay stated the City had a Vulnerability Study in 2002 and this is just another step in the Vulnerability Study that was completed.

Water Fund:

- Major Highlights
 - Water Maintenance – Capital Outlay: \$60,000
 - Replacement of truck #414
 - Water Construction – Capital Outlay: \$854,000
 - EDA project – 16” parallel water line: \$675,000
 - Summit Avenue water line engineering & construction: \$179,000

Sewer Fund:

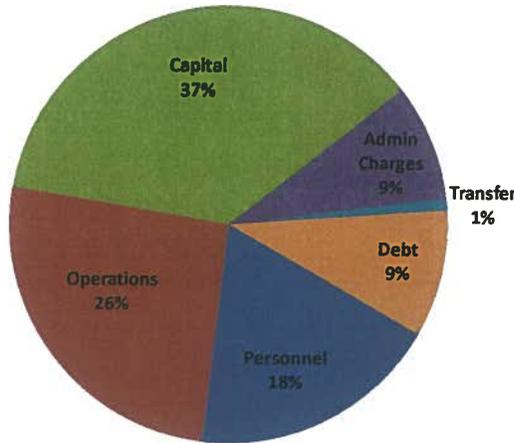
- Sewer Fund Revenue
 - Proposed: \$4,859,886
 - Increase of \$1,637,747
 - \$120,000 Transfer from Sewer Reserve
 - \$802,338 Fund Balance Appropriated
 - \$837,000 EDA Grant Funds
 - No rate changes requested

\$30,000 projected increase in sales

Sewer Fund:

- Expenditures
 - Personnel: \$898,718 (18%)
 - Operations: \$1,255,788 (26%)
 - Capital: \$1,785,000 (37%)
 - Administrative Charges: \$420,895 (9%)
 - Transfers: \$40,532 (1%)
 - Debt: \$458,953 (9%)
 - **Total: \$4,859,886**

Sewer Fund



Sewer Fund:

- Major Highlights
 - Wastewater Treatment – Capital Outlay: \$763,000
 - EDA project – generator and ATS for train #2: \$742,000
 - Replace return sludge pump #2: \$21,000
 - Lift Stations – Capital Outlay: \$1,022,000
 - EDA project – generator for alternate power for Cherry Run pump: \$160,000
 - EDA project – rebuild Water & Bonner pump station - \$772,000
 - Generator, platform, & ATS for Fountain pump station - \$90,000

Councilman Mercer expressed concern about a generator in the capital outlay noting there wasn't anything in the Capital Improvement Plan for any work at the Fountain site. Mr. Kay explained when it floods there you have to move that mobile generator and then depending on the time commitment with staff, that generator may be a couple up days of getting it back on site. It is entirely up to Council to remove this item. Mayor Pro tem Roberson stated we certainly don't want to have people without sewer but he understood Councilman Mercer's point.

Electric Fund:

- Electric Fund Revenue
 - Proposed: \$36,296,274
 - No rate changes requested
 - \$1,580,099 decrease from original 12/13 Budget
 - \$2,260,667 reduction in Electric Sales
 - Installment Financing: \$851,000
 - Fund Balance Appropriated: \$337,596

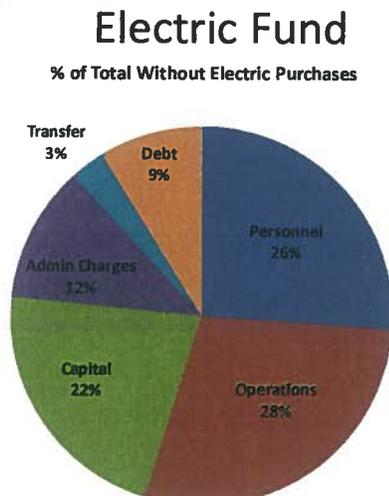
Mayor Jennings requested clarification on the \$2,260,667 reduction in Electric Sales and Mr. Kay explained it is due to rate decreases, decrease in usage from our customers, load prediction, sales and mild winter projection. We are using 3-4 different models to make this projection and they are all showing a downward trend. Electric Director, Keith Hardt followed up and stated we are low on energy sales this year compared to what was budgeted and will be continuing this through next year.

Councilman Mercer raised concerns about this as well. We actually saw a decrease last year but prior we had been fairly stable. Basically, we had been seeing the sales exceeding the budget and our cost going down. In looking at the sales revenue they have gone up on a consistent basis for the last ten years with the exception of two years. Mr. Kay would like to be very conservative on our revenues and would rather under project our revenues and over project our expenditures. Mayor Jennings stated he would like to see sales headed the other way particular in the residential section because this is money we are taking out of our local economy.

Electric Fund:

- Expenditures
 - Personnel: \$2,518,866 (26%)
 - Operations: \$2,445,172 (*29%)
 - Purchased Power: \$28,160,620
 - Capital: \$876,000 (22%)
 - Administrative Charges: \$1,207,781 (12%)
 - Transfers: \$470,000 (3%)
 - Debt: \$617,835 (9%)
 - **Total: \$36,296,274**

Mr. Kay explained that the City of Washington does not produce power; we receive a utility bill every month and that bill is averaging around two million per month. We pay our utility bill based on what our customers pay us. The majority of this bill is through our contract with ElectriCities/North Carolina Municipal Power Agency and a small portion through SEPA (South Eastern Power Association).



Electric Fund:

- Major Highlights
 - Electric Meter Service – Maint/Repair Building: \$27,000
 - Parking Lot repairs & paving: \$25,000 (to be removed)
 - Electric Meter Service – Installment Purchase: \$70,000
 - Meters & Materials for new services & replacement: \$50,000
 - AMR mobile collector: \$20,000

Electric Fund:

- Major Highlights
 - Substation Maintenance – Installment Purchases: \$129,000
 - Highland Drive to Slatestone 38 Kv recloser: \$30,000
 - Main substation Highland Dr 38 Kv breaker replacement: \$40,000
 - Distribution reclosers: \$20,000
 - Capacitors: \$8,000
 - Replace truck #651: \$25,000
 - Load Management – Installment Purchases: \$70,000
 - 1,000 load management switches

Mr. Kay said we did not replace any load management switches this fiscal year. We are averaging about 65 installs per month. Mr. Kay explained the reason we purchase 1000 load management switches is we get a discount (roughly \$60 per 1000 and if you buy less than 1000 it is \$110 a switch).

Electric Fund:

- Major Highlights:
 - Power Line Maintenance – Maint/Repair Building: \$40,800
 - Rebuild 3 offices at T&D due to mold: \$25,000
 - Power Line Construction – Capital Outlay: \$25,000
 - Parking Lot repairs & paving: \$25,000 (to be removed)
 - Power Line Construction – Installment Purchases: \$582,000
 - 2nd/5th Street rebuild engineering: \$100,000
 - High School feeder relocation: \$180,000
 - Grimesland Bridge feeder engineering: \$90,000
 - NC 32 feeder rebuild engineering: \$50,000
 - Whitepost to Slatestone 34.5 Kv feeder engineering: \$100,000
 - Add 2 bays to equipment shelter: \$42,000
 - Replace ROW bush-hog: \$12,000
 - Replace trencher trailer: \$8,000

Mayor Pro tem Roberson inquired about the high school feeder (what is the issue)? Mr. Hardt explained the feeder comes out of Forest Hills Substation right near the subdivision and it goes through a right-of-way that is inaccessible. Also an issue with adjacent property owner regarding trees falling that is on the right-of-way but the city doesn't own. The owner feels it is the city's responsibility of taking the trees down. Mr. Kay stated they look at a cost estimate to go in and do some work in the right-of-way and it would cost \$160,000 just to clear it out one time and we believe it is more economical to go in and replace it for \$180,000.

Councilman Mercer noted the Booth plan projected \$100,000 and the City of Washington is projecting \$180,000 and Mr. Hardt stated there was a misunderstanding when the project was provided to Booth regarding relocation. Also, the \$80,000 covers the underground installation. Councilman Pitt requested current saturation on load management and Mr. Hardt stated possibly 30%-35% with Mr. Kay advising staff will get that information.

Storm Water Fund:

- Revenue: \$657,276
 - \$54,188 decrease from original 12/13 Budget
 - Fund Balance Appropriated: \$65,238
 - To cover RZEDB debt service
- Expenditures: \$657,276
 - Debt Service: \$540,157
 - Operations: \$90,914
 - Contingency: \$26,205

Mayor Jennings inquired about Iron Creek? Mr. Kay advised that Wooten Company, an engineering firm, had met on site approximately two weeks ago and Mr. Lewis stated they were doing some drawings as of today.

Mayor Pro tem Roberson suggested keeping the residents up to date and informed of what's happening when they ask questions and Mayor Jennings agreed.

Airport Fund:

- Revenue: \$261,675
 - Fund Balance Appropriated: \$70,375
 - Transfer from General Fund: \$0
- Expenditures: \$261,675
 - Personnel: \$64,727 (25%)
 - Operations: \$184,311 (70%)
 - Administrative Charges: \$12,637 (5%)

Mayor Jennings requested information concerning the airport terminal. Mr. Kay said the terminal would be a grant funding project and we are waiting on NC Division of Aviation to provide us with the funding. Mayor Jennings directed staff to implement this just like we did the others and Mr. Rauschenbach voiced it is already set up in the capital project fund. Mr. Kay apologized and stated it is in the 2nd project fund and Mayor Jennings did not have a problem with it being in a separate account. Mayor Jennings said that we anticipate receiving these funds (we are just working through the process) and know we don't want to get out in front of ourselves but at the same time, we are still looking for a design. Mr. Lewis shared that we are still looking for a design but the Division of Aviation grant (in a letter form) has already promised \$500,000. Each phase of the process requires a grant application specifically for that phase (we are in the design phase). There will be a request for Council to form a subcommittee.

Mayor Jennings suggested as Councilman Mercer had pointed out, we can use insurance proceeds to keep us moving along as each phase rolls through.

Solid Waste Fund:

- Revenue: \$1,406,580
 - Fund Balance Appropriated: \$169,280
- Expenditures: \$1,406,580
 - Personnel: \$585,049 (42%)
 - Operations: \$432,766 (31%)
 - Capital: \$140,000 (10%)
 - Replace truck #483
 - Administrative Charges: \$201,103 (14%)
 - Debt: \$47,662 (3%)

Cemetery Fund:

- Revenue: \$309,756
 - Installment Financing: \$35,000
 - Transfer from General Fund: \$115,906
- Expenditures: \$309,756
 - Personnel: \$200,840 (66%)
 - Operations: \$41,041 (13%)
 - Capital: \$35,000 (11%)
 - Replace equipment #520
 - Administrative Charges: \$19,932 (7%)

Debt: \$9,363 (3%)

Mayor Jennings commended the entire staff because this budget is well crafted and prepared.

Mr. Kay voiced a public hearing is required for the budget process and requested a time from Council.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council agreed to set the FY 2013-14 budget public hearing for Monday, May 13, 2013.

Councilman Mercer inquired if Council would be able to go back and touch on some of the General Fund issues? Mr. Kay named the two issues staff are aware of: Privilege License recommendation and Senior Center ramp. Councilman Mercer stated we also have the virtualization at the Library.

Mayor Jennings noted it is important that after the session on Thursday we could include any items that still require clarification from Council and we can take those up at our regular meeting. Councilman Mercer voiced one of the things he requested in an email to Mr. Kay was to look at load management. Mayor Jennings noted this would be something for Thursday night and Mr. Kay stated staff is working on the preliminary investigation to present on Thursday night and pulling together a rate schedule. Mayor Jennings encouraged Mr. Hardt and his team to bring anything that deals with load management on Thursday night (just in case something comes up).

ANNOUNCEMENTS

- Beaufort County Mayor’s Association meeting in Aurora on Thursday, May 16, 2013 at the Community Center - 6:00 pm.
- Potential meeting in Belhaven with ElectriCities on Tuesday, June 11, 2013 has been cancelled waiting on ElectriCities to reschedule – Keith Hardt advised the meeting has been reschedule for Tuesday, June 4, 2013 in Belhaven at 6:00 pm.

CLOSED SESSION – UNDER § NCGS 143-318.11(a)(4) ECONOMIC DEVELOPMENT

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to enter closed session under § 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 6:25 pm.

ADJOURN – UNTIL MONDAY, MAY 9, 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 6:28 pm until Thursday, May 9, 2013 at 5:30 pm in the Council Chambers at the Municipal.

(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, May 9, 2013 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; William Pitt, Councilman; Doug Mercer, Councilman; Edward Moultrie, Councilman; Richard Brooks, Councilman; Josh Kay, City Manager; and Cynthia Bennett, City Clerk.

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 Pitt delivered the invocation.

APPROVAL/AMENDMENTS TO AGENDA

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

BUDGET: UTILITY FUND DETAILED DISCUSSION

Budget Questions Submitted by Members of City Council Prior to May 6th Meeting

Water Fund

1. Why include the EDA grant fund in the income when we have no indication that our application will be awarded. Wait until we are awarded the grant and then amend the budget. This will reduce the need to have such a large fund balance appropriation or eliminate the need for the transfer from the Water Reserve. (p 143)
 - a. Reasoning for including this in the budget, both on the revenue and expenditure side, was to make Council aware of the costs involved in the projects now rather than later. Staff is very comfortable that the grant will be approved by the EDA. These projects could be removed from the operating budget and transferred to a capital project account as they may be multi-year projects. The City has received a conditional letter of approval, we do have additional steps to follow to received funding. This will be removed from the budget until funding is actually received.
2. Why the significant increase in unemployment compensation? (p 147)
 - a. The state changed from government entities on a pay as you go basis to contributing to a State reserve based on \$209 per employee per year. The first year will reflect the funding of this reserve as well as replenishing it for actual claims. 2014/2015 Budget will return back to our normal level.
3. The Admin charges to the Electric fund provide for more than the total budget for the Electric Meter Service when Water and Electric charges are added. (p 147)

- a. The administrative charge to the Electric Fund from Water and Sewer can be found on p. 335 of the budget. Utility Communications and Meter Services are allocated as follows: Electric 80.3%, Water 13.3%, Sewer 6.4%.

- 4. Increase the funds for replacement of the meters with AMR meter to \$200,000. This will cover the one and one and a half inch meters. I had been under the impression that the 12-13 budget would complete the change out of meters, but it appears we still need about \$350,000 more (including the suggested \$200,000). (p 153)
 - a. Staff is comfortable with increasing the dollar amount for this line-item. The current replacement program (12/13) was for residential sized meters only. Increasing the amount budgeted for the larger meters will potentially provide increased revenue if any of the existing meters are “under reading.” Replacing meters in large quantities like this means that they will have to be replaced in large quantities again in the future.

- 5. Why do we have a contract for sludge removal in this area when we have not had one in the past? (p 155)
 - a. In the past, we have been able to dispose of the water plant sludge at EJE at no cost. EJE has now started charging for disposal at a rate of \$46.50/ton.

- 6. Can we split the painting over a two year period by timely awarding of the contract or designating as a capital project? Painting not in CIP until 2015. (p 158)
 - a. We can split this but will need to calculate the split – it will not be 50/50. Possible increased costs associated with double mobilization costs, unless we tie the PO up at the end of next year with the promise of the 14/15 budget having the remaining balance appropriated. Staff’s proposal is to paint it all at one time to avoid paying mobilization costs twice.
**Straw poll –By consensus Council agreed to paint all at once.*

- 7. Delete the EDA project until grant funds have been awarded. (p 158) \$606,000
 - a. See answer to question #1.

- 8. Why do we need cameras at well sites? (p 158)
 - a. This is a continuation of addressing the issues from the vulnerability assessment the City performed started in 2002 and completed in 2004.
**Straw poll to install cameras at well sites - unanimous*

- 9. I was under the impression that water tank maintenance needed to be done every two years, but this is second year in a row we have a contract. Also, last year we had a valve insertion project, please explain. (p 161)
 - a. The maintenance performed here is on all three tanks, not just one. Contractor allows us to spread payments out for tank maintenance over multiple years. The valve insertion program is similar to the manhole rehab that we do in the sewer fund and is annual continued maintenance. Frankie Buck explained that tank maintenance is performed every year, part of this is state mandated. The 3rd Street tank is in the 2013-2014 budget and needs a complete lead abatement and repainting. No further discussion needed.

- 10. What is the request to complete engineering for lead abatement, when did project start and what is total cost? (p 161)

- a. This is for work being performed by the tank maintenance contractor. The lead abatement is in reference to the paint. This tank, being 80+ years old, was originally painted with lead based paint.
11. Delete the EDA project until the grant funds are awarded. (p164)
 - a. See answer to question #1.
 12. The Summit Ave water line replacement was in CIP for 2014. \$179,000 budgeted and \$150,000 in CIP. (pg 164)
 - a. Staff wanted to move forward with this project in 13/14 Budget; however, staff is also comfortable removing and waiting until next budget year. CIP is based on estimates, not quotes. We try to firm those prices up better prior to submitting them in the budget.
**Mr. Kay explained the project has revenues to cover the expenses now and is a project that has been in the CIP in the past and has continued to be moved. Fund Balance is used to cover the EDA projects. Councilman Mercer suggested delaying the Summit Ave. project and use those funds to pay for replacing the 1" and 1 ½" meters to AMR meters. Councilman Brooks felt the need to fund the Summit Avenue project. Allen Lewis, Public Works Director explained the need for the project stating there is an existing 2" galvanized water line under Summit Avenue that has been patched numerous times. The current waterline is undersized for fire flow protection. Discussion was held regarding use of Fund Balance.*
**Straw Poll*
**Keep Summit Avenue project with no increase in number of meter installations 4-1*
**Delay Summit Avenue project and increase number of meter installations 1-4*

Sewer fund

13. If we delete the EDA projects until grant funds are available, we eliminate the need for Fund Balance and Sewer Reserve transfers. (167)
 - a. See answer to question #1.
14. There is a significant increase in Admin charges to GF. (pg 171)
 - a. Planning & Inspections are now included, which is a \$34,687 impact. Miscellaneous items such as workers comp and property insurance were added, which is a \$40,517 impact.
15. We budgeted the replacement of Desktop for Administrative. Assist. last year. (pg 174)
 - a. The justification is inaccurate, should state that it is for the Engineering Technician.
16. Move painting from Non-Capital to Maintenance. (pg 185)
 - a. Staff will move this expenditure.
17. Delete EDA project until grant funds available. (pg 185)
 - a. See answer to question #1.
18. Why are we replacing sludge pump? (pg 185)
 - a. The current pump has been in service since 1987. The pump runs 24 hours a day 7 days a week and gets a complete rebuild (internal parts, bearings and seals) every 2-3 years at a cost of approx. \$8,000 per rebuild (parts only). The pump casing has worn very thin, and has had to be patched with putty several times over the past four years. Replacement with the same kind will cost around \$30,000 (last priced 3 years ago). The replacement as proposed

would cost \$21,000, plus rebuild, based on the same 2-3 year schedule, would cost approximately \$4,000 per rebuild based on current parts pricing. We replaced its sister pump last year with a similar set up as proposed. It has been running flawlessly, and has a more efficient and lower hp motor driving the pump.

19. Delete EDA projects until grant funds are available. (pg 188)
 - a. See answer to question #1
20. The platform and switch for the Fountain Pump station is not in the CIP at all. Why do we need to do this work next year?
 - a. On page 33 of CIP, project number S-8200-4 for \$83,000. This station's current back-up power consists of a portable generator with a manual transfer switch. When a tropical system threatens the area, the generator is removed from this location to prevent the unit from being flooded, leaving the station without back up power. The generator is usually taken back to the station, if power is still out, after the storm system has passed and the tide recedes. This move is usually many hours and sometimes even days after the storm passes, because crews are busy with recovery efforts at higher priority areas in the system. Waiting to complete this project is an option and/or could be broken into phases (platform first then generator set and switch gear). This is the last existing sewer pump station we will be installing generators at, however we would be smart to develop a plan to begin installing automatic transfer switches at existing fixed generator sites.

Electric Fund

21. If we assume the total power purchase shown on p220 of \$28,160,620 with a markup of 23.5%, the income from sale of electric should be \$34,778,365 minus 4% or 33,387,230. If markup is greater than 23.5%, this is even larger. (pg 201)
 - a. Markup is not used to estimate power purchases. The estimates for sales and purchases are based on estimates of energy usage/purchases and the rates in place at the time. Proposed budget came from Booth forecast based on last 12 months as of December 2012. Most recent forecast through March shows a \$165,255 improvement in net revenue from proposed.
22. The projected interest earned is significantly higher. (pg 201)
 - a. \$3,200,000 has been invested in 12, 24, and 36 month CD's at .55%, .65%, and .75% respectively. \$1,260,000 is invested in a money market account at .35%. Based on today's invested balances the annual interest would be \$26,010, \$22,000 was budgeted.
23. As pointed out in Water Fund the total Admin. charges for Meter Service (p335) are greater than area budget. This is a 34% increase over last year. (pg 201)
 - a. This was recalculated this year to reflect true cost. Has not been recalculated in 6 to 8 years and now includes two Field Service Reps. who were recently transferred from Customer Service to Meter Services.
24. Is staffing three or five people. (pg 215)
 - a. 6 FT and 1 PT due to the addition of the Field Service Reps last year.

- 25. Delete parking lot pavement (pg 217)
 - a. Removed

- 26. Both Non-Capital and Installment Purchases are for meters. Why borrow money for inventory? What is current inventory of meters and how many do we normally use in a year? (pg 218)
 - a. Narrative was not updated and is from 2012/2013. Corrected narrative is as follows:

35-90-8370-1500	MAINT/REPAIR BUILDING		\$4,500
	General Building Maintenance	\$1,500	
	Jack's Creek Roof Replacement	\$3,000	
35-90-7250-7000	NONCAPITALIZED PURCHASES		\$8,750
	Motion F5t Tablet PC	\$3,500	
	MVLT XI Software	\$4,000	
	Desktop PC Replacement	\$1,250	

- b. Yearly Usage for new and change outs: 600

 - c. Meter in Stock
 - Residential: 240
 - Form 2S: 44
 - Form 4S: 9
 - Form 10A: 56
 - Form 16S: 104

- 27. Why do we expect a 30% decrease in generator fuel cost for next year? (pg 222)
 - a. Revised estimate for 2012/2013 is \$234,000, in line with prior years. \$235,000 in proposed budget.
 - *Matt Rauschenbach has annualized this year expenses and will forward analysis to Council. Ed Pruden explained that we may be coming in under budget by \$35-\$40,000.*

- 28. We currently have about a six month's supply of LM switches in the warehouse. Our average installation is about 65 per month, so an additional purchase will give us about a 20 month supply. Cut this request to 500 at \$35,000 (pg 228)
 - a. We get a price break to \$65/unit with purchasing a quantity of 1,000. The price goes up to \$110 for less than 1,000. Lead time 16-18 weeks. Delivery time stock is 300 units. We have approximately 500 in stock.

- 29. Do we need to cut the Chocowinity right of way every year? Let's skip a year and see what happens? (pg 233)

- a. Yes. This distribution line is the only source of power for the City. The ROW must be maintained. We have tried this and we almost could not get in there the next year.
**Leave in budget*
- 30. Budgeted replacement of Engineering Tech computer last year. So why do we need two more for only one Tech. (pg 236)
 - a. The unit last year was a laptop for the vehicle. These are the office units/desktops.
- 31. Delete parking lot pavement. (pg 237)
 - a. Removed
- 32. Delete addition of two bays to storage building. (pg 237)
 - a. We have fiberglass equipment that stays out in the weather and severely shortens the life of the equipment. \$42,000
**Straw poll – By consensus, leave request in budget*
- 33. Do the engineering requests also include the actual rebuild? If not, the costs of projects are substantially above CIP estimates. (pg 237)
 - a. The engineering projects in the budget are for engineering only.
**2nd St./5th St. rebuild consists of \$100,000 for engineering and in 2014-2015 in the CIP estimated at \$300,000 for actual rebuild.*
- 34. The High School feeder relocation is not in the CIP and the Booth plan estimated this project at \$100,000, why the significant increase of 80%? (pg 237)
 - a. The Booth estimate did not include the underground portion of the feeder out of the substation and also was placed in the Booth report as a replacement at the current location and not relocation of the line as needed.
**the onetime cost to clear right-of-way is close to amount of moving the feeder to a new location*
**remove parking lot repairs – \$50,000 -straw poll – removed by consensus*
**reduce load management switch purchases and reduce line item by \$30,000 – straw poll – by consensus, leave in budget as requested due to cost savings*
**right-of-way maintenance for Chocowinity transmission line – straw poll – by consensus, leave in budget*

Cemetery Fund

- 35. I thought that 2 years ago we had a Kawsaki mower that we surplused in only two years because of poor performance and were going to standardize on Toro mowers. Why are we asking for Kawasaki? (pg 264)
 - a. The mower surplused a few years ago was a Kubota. The mower proposed to be purchased is a Toro mower with a Kawasaki engine, as are all of recently purchased mowers.
Tractor #520
- 36. How many weed eaters are we buying for \$1,000? (pg 264)
 - a. 3.

37. John Deere tractor is not in CIP anywhere. Justify replacement. (pg 264)
- a. The tractor was included in the C.I.P. as C-4740-1 for \$35,000. This tractor has 5,370 hours on it as of May 7th. The transmission is shot and needs to be re-built at a minimum. We currently have a front load bucket on this machine, but not a digging bucket. This small back-hoe will allow us to work in small confined areas that we cannot get to sometimes with the larger backhoes as well as prevent us from having to borrow a back-hoe from other departments every time we need one which is what we have to do now as there is not currently a back-hoe at the cemetery

Budget Questions Submitted at or after May 6th Meeting

38. What is the residential load management saturation rate?

Total Residential Customers:	11,050
Saturation	57%

Potential Water Heater Controls:	5,465
Current Water Heater Controls:	2,926 (54%)
Gross Annual Savings:	\$264,898
100% Saturation Gross Annual Savings:	\$494,760

Potential Air Conditioners Controls:	5,305
Current Air Conditioner Controls:	3,238 (61%)
Gross Annual Savings:	\$168,127
100% Saturation Gross Annual Savings:	\$275,452

Current Heat Pump Heat Strip Controls:	1,489
Gross Annual Savings:	\$148,680
Current Baseboard / Electric Furnace Controls:	303
Gross Annual Savings:	\$40,340

Grand Total

Gross Annual Savings:	\$622,045
Customer Credits	\$222,123
Net Benefit (excludes investment)	\$399,922
Unrealized Savings	\$469,262
Unrealized Credits	\$167,566
Unrealized Net Benefit	\$301,696

39. Provide recommendation for load side generation credits that fully cover City's costs.
- a. See attachment #1

Attachment #1 - Load Management

Background

In their review of all fees and rates, the Council-appointed Fee Subcommittee reviewed the load management credits provided to customers. The particular concern was that the City is not

currently covering the maintenance and operation of the generation units provided to the customer prior to the provision of credits to customer's utility account. Staffs initial review of the load management cost-benefit analysis is attached for your review. As noted, LM Rider 112 customers are the most "out-of-balance" of all customers in that the net savings to the City is a loss of approximately \$173,000 annually.

Recommendation

It is recommended by City Staff that City Council authorize the engagement of Booth & Associates to review these credits and to develop a rate schedule that provides a benefit to the customers and allows the City to recoup its costs to operate, maintain, and eventually replace the generation units.

It is estimated that this work would cost a maximum of \$15,000 to \$20,000 and could be complete in less than six months.

Load Management Analysis

5/8/2013

Service Class	Wholesale Benefit	Cost	Gross Savings	Customer Credits	Net Savings	Recommended Credits	% of Net Savings	Reduction	% Reduction	Credit/kW Shed
Residential	435,123	211,475	223,648	244,253	(20,605)	244,253	109%	-	0%	
LM Rider 3	4,707	-	4,707	3,059	1,648	2,354	50%	706	23%	8.16
LM Rider 1/2	609,837	511,864	97,973	271,437	(173,464)	48,987	50%	222,450	82%	2.50/5.85
LM Rider 4	1,092	338	754	305	449	377	50%	(72)	-24%	3.50
Industrial Park	25,772	21,632	4,140	-	4,140	-	-	-	-	
Total	1,076,531	745,308	331,223	519,054	(187,831)	295,970	89%	223,084	43%	

Load Management Cost:

35-90-8370-1600	Maintenance	105,270	
35-90-8370-3101	Fuel	200,970	
35-90-8375	Load management dept.	211,475	
	Property Insurance	14,544	
	Interest Expense	3,149	1.5%
	Capital Replacement	209,900	30 year useful life
	Total	745,308	

*Council directed staff to engage Booth & Associates to review these credits and to develop a rate schedule that provides a benefit to the customers and allows the City to recoup its costs to operate, maintain, and eventually replace the generation units. \$15,000 was allocated for this project.

Budget Questions Remaining from General Fund Budget

40. Virtualization of Library computers.

- a. Quote to complete Library virtualization will be provided on Thursday.

This project was funded FY 2012-13 in the amount of \$45k. Currently we have installed a new Dell Power Edge R820 server with operating system and licenses. Have updated the support software from TLC (cataloging software) as well as Envisionware (PC Reservation). Test has been completed in this phase of the project. The current desktop systems were tested and found to work however due to the age of several desktop systems; they might show 'out of order' when in the library. Brown Library staff has been working with Soundside Group (SSG) within the support contract to correct.

As you are aware, this project is to replace each public desktop system with a virtual (thin client) system. Currently, testing has been on going with a Dell Wyse Thin Client. For several weeks, SSG has been working with Envisionware & TLC concerning the inability of the thin client to remain connected to the server. Another issue which has been discovered is when the thin client goes into hibernate status; it will shut down the server. As stated, SSG has been working with

both TLC & Envisionware with these issues. The conclusion for these issues is Envisionware software is currently not able to work in the virtual environment which SSG has purposed for the library. The purposed setup for Brown Library is for each thin client to remote desktop into the server. This would enable each user to have an image (which is stored on the server) to be pulled down to the thin client. When completed, the user would log out of the thin client, the image in which the user had been using would then be closed. The next user would log on to the server and a new, fresh image would then be used. After speaking with other libraries which are using both TLC & Envisionware in a virtual environment, they are using another setup which is more costly. With this setup (I am told), TLC & Envisionware work well. This set up would evolve purchasing VMware View (which is purchased in a bundle of 10 licenses at a cost of approx. \$4500/ each bundle. Also, needed would be license for each of the 10 public thin clients from Microsoft totally approx. \$2300. The current server set up would handle the 10 public thin clients; however to include the staff systems as well as another server would need to be added along with more storage at a cost of approx. \$30K. If we break down each group, for public (only) set up we are looking at approx. \$12K additional cost. If you add the staff, we are looking at an additional \$55K.

Speaking with SSG if Envisionware were removed, they feel the thin clients would work within the scope of this project with all systems (public & staff) being replaced with the funds currently budgeted (funds FY 12-13 & funds budgeted FY 13-14).

**Straw poll – Unanimously, Council agreed to remove the \$10,000 for virtualization from the budget due to issues with PC Reservation and/or Thin Client being incompatible with the virtualization server.*

41. Senior Center decking

- a. Contractor reduced price from \$40,000 to \$34,000. The Senior Center deck is 85' vs. 310' (27%) for Civic Center & includes handrail on Main St. entrance (\$1,800). Civic Center cost \$125,000 and at 27% equates to \$33,750. Current deck and ramp do not meet code.

**Straw poll – Council, by consensus, agreed to go ahead with the project as presented in the budget*

42. Privilege License recommendation.

- a. See attachment #2

Background

City Council, by a unanimous straw poll, instructed staff to develop a privilege license structure to:

- Greatly reduce the fee structure for all businesses in the City, and develop a structure more in keeping with a registration fee based on gross sales;
- Enable businesses providing services in multiple categories (wholesale, retail, and/or service) to be able to combine their gross sales; and
- To eliminate the fee for manufacturing businesses.

Council also instructed staff to identify ways to cover the loss of revenue within the General Fund due to the restructured privilege license fees.

The remaining portions of this attachment will outline:

1. Proposed privilege license structure; and
2. Propose 2 options to manage the loss of General Fund revenue due to the privilege license change.

Proposed Privilege License Structure

City staff worked to create a structure that was equitable to all businesses while also meeting the conditions outlined by City Council. As a reminder the current Privilege License schedule generates approximately \$146,623 in annual General Fund revenue and is as follows:

- For businesses with less than \$25,000 in gross sales, fee is \$50
- For businesses that have over \$25,000 in gross sales, fee is \$0.80 per \$1,000 of sales
- The maximum for any business is \$1,500 per category (retail sales, wholesale, service, and/or manufacturing)

The proposed schedule provides an estimated \$48,900 in General Fund revenue and is as follows:

- For businesses with less than \$5,000,000 in gross sales, fee is \$50
- For businesses with gross sales between \$5,000,001 and \$25,000,000, the fee is \$1,000
- For businesses with gross sales in excess of \$25,000,001, the fee is \$5,000
- The maximum fee is \$5,000
- Manufacturers are exempt from the fee
- Businesses providing services in multiple categories at one location (retail, service, and/or wholesale) can combine their gross sales into one category and pay the respective fee.

Options to Cover Loss of General Fund Revenue

The proposed 2013-2014 Budget was developed with a privilege license proposal that generated \$367,447 of General Fund revenue; therefore all changes to the proposed General Fund budget must cover a difference of \$318,547. City staff has identified two scenarios in order to cover the reduction of \$318,547, and they are as follows:

OPTION 1

Decrease various General Fund expenditures and increase certain General Fund revenue sources, including installment financing for General Fund capital purchases:

- a. Eliminate \$90,906 in General Fund expenses
 - i. Pay & Classification study- \$35,000
 - ii. Warehouse parking - \$25,000
 - iii. City Hall basement kitchen refurbishment (to be completed in 12/13)\$5,000
 - iv. Inspections vehicle (to be purchased in 12/13) - \$20,000
 - v. Defer one police vehicle purchase - \$33,000
 - vi. Eliminate fire ladder truck tires (purchased in 12/13) - \$4,500
 - vii. Eliminate dock dogs contribution (made in 12/13) - \$5,000
 - viii. Eliminate mobile/vehicle radio - \$700
 - ix. Eliminate Domestic Violence shelter contribution - \$2,000
 - x. Reduce Principle & Interest payments on Installment Financing due to elimination of soccer field lights and streetscape project - \$8,234
 - xi. Reduce Principle & Interest payments on Installment Financing due to defer streetscape & increase wayfinding - \$528
 - xii. Reduce Principle & Interest payments on Installment Financing due to Sr. Center cost reduction - \$318
 - xiii. Increase housing demolition - \$15,000
 - xiv. Increase Purpose of God \$6,000, Eagles Wings \$1,000, & Cornerstone Worship Center - \$15,000
 - xv. Reclassify Parks & Grounds Maint. Tech to fulltime - \$11,372
- b. Eliminate, through attrition, 3 Firefighter/EMT positions (formerly paid for by SAFER grant that has expired) - \$72,194 (50% of budget to allow time for attrition)

- c. Transfer capital purchases to Installment Financing - net \$110,824
 - i. Increased revenue of \$117,000
 - ii. Increase principle and interest payments - \$6,176
- d. Increase Revenues - \$45,217
 - i. Beaufort County EMS - \$2,642
 - ii. State Reimbursement for Medicaid - \$20,000
 - iii. Admin. Library Trust - \$75
- iv. PEG Channel Expense from Restricted Fund Balance - \$22,500

OPTION 2

Decrease various General Fund expenditures and increase certain General Fund revenue sources, including Electric Fund transfers:

- a. Eliminate \$90,908 in General Fund expenses
 - v. Pay & Classification study - \$35,000
 - vi. Warehouse parking - \$25,000
 - vii. City Hall basement kitchen refurbishment (to be completed in 12/13) \$5,000
 - viii. Inspections vehicle (to be purchased in 12/13) - \$20,000
 - ix. Defer one police vehicle purchase - \$33,000
 - x. Eliminate fire ladder truck tires (purchased in 12/13) - \$4,500
 - xi. Eliminate dock dogs contribution (made in 12/13) - \$5,000
 - xii. Eliminate mobile/vehicle radio - \$700
 - xiii. Eliminate Domestic Violence shelter contribution - \$2,000
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 - xv. Reduce Principle & Interest payments on Installment Financing due to defer streetscape & increase wayfinding - \$528
 - xvi. Reduce Principle & Interest payments on Installment Financing due to Sr. Center cost reduction - \$318
 - xvii. Increase housing demolition - \$15,000
 - xviii. Increase Purpose of God \$6,000, Eagles Wings \$1,000, & Cornerstone Worship Center - \$15,000
 - xix. Reclassify Parks & Grounds Maint. Tech to fulltime - \$11,372
- b. Eliminate, through attrition, 3 Firefighter/EMT positions (formerly paid for by SAFER grant that has expired) - **\$72,194** (50% of budget to allow time for attrition)
- c. Increase Transfer from Electric Fund to \$564,000 - **\$111,000**
- d. Increase Revenues - **\$45,217**
 - i. Beaufort County EMS - \$2,642
 - ii. State Reimbursement for Medicaid - \$20,000
- b. Admin. Library Trust - \$75
- c. PEG Channel Expense from Restricted Fund Balance - \$22,500

**300 businesses will see a decrease in fees, while only 3 will see an increase.*

**Straw poll – by consensus Council agreed to go with Option 1 as presented.*

**Council by consensus, agreed to include the purchase of two police vehicles instead of one. Which will increase installment purchases by \$33,000.*

**Councilman Pitt questioned the effect on the ISO rating with the reduction of the SAFER Fire Dept. positions. Mr. Kay reviewed the ability to cross train Police/Fire employees. Councilman Pitt stated he was opposed to the reduction in those staffing positions.*

43. Why transfer funds from the Water Capital Reserve Fund?
- a. Water Capital Reserve fund balance \$143,499, proposing a transfer of \$100,000. Funds are to be expended or encumbered within 6 years of collection or returned to payer with interest. Projects qualify for use of the Capital Reserve funds.
44. Why transfer funds from the Sewer Capital Reserve Fund?
- a. Sewer Capital Reserve fund balance \$122,334, proposing a transfer of \$100,000. Funds are to be expended or encumbered within 6 years of collection or returned to payer with interest. Projects qualify for use of the Capital Reserve funds.

FYI - ITEMS

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council moved the May 27th Committee of the Whole meeting to May 20th at noon in order to adopt the budget. May 27th is Memorial Day.

Councilman Mercer informed Council that Beaufort County Commissioners received their budget. The City had requested \$15,732 in funding from the County for recreational services. The County recommended \$0 in funding to the City. It is incumbent upon us to go to the County Commissioners and voice concern that they are funding all other recreational activities in the County and we have the largest recreational program and they are not providing any funding to us.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to write a letter to Beaufort County, to be signed by the Mayor, that requests funding for recreational programs.

Mayor's Association Meeting is May 16th in Aurora.

ElectriCities Regional Meeting is June 4th in Belhaven.

ADJOURN – UNTIL MONDAY, MAY 13, 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 7:00 pm until Monday, May 13, 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 regular session on Monday, May 13, 2013 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Edward Moultrie, Councilman; Bobby Roberson, Mayor Pro tem; William Pitt, Councilman; Richard Brooks, Councilman; Josh Kay, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Administrative Services Director/CFO; Stacy Drakeford, Fire & Police Services Director; Allen Lewis, Public Works Director; Keith Hardt, Electric 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 Councilman Moultrie delivered the invocation.

APPROVAL OF MINUTES FROM APRIL 15, 19, 22, AND APRIL 25, 2013

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the minutes from April 15, 19, 22 and 25, 2013 as presented.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings reviewed recommended amendments to the agenda:

- Adding under Consent Item C: Accept \$3,000 NFL Football camp grant on behalf of Terrance Copper and Adopt Budget Ordinance
- Add under Section VI Item C: Memo General Fund Budget Transfer – Trees (\$8,750)
- Add under Section X Item H: Accept Deed Conveyance of 45% of the Industrial Park property from the County and Authorize the City Attorney to coordinate suggested revisions
- Add under Section X Item I: Adopt Budget Ordinance amendment to fund clawback of the CDBG Carver Machine Works Grant

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

**PRESENTATION: COUNCILMAN PITT AND MAYOR PRO TEM ROBERSON –
NCLM LOCAL ELECTED LEADERS ACADEMY – RECOGNITION CERTIFICATE**



CONSENT AGENDA:

- A. Authorize/Adopt – Repurchase Of Cemetery Lot R-161, Plot 4 In Oakdale Cemetery For \$600.00 And Adopt Budget Ordinance Amendment

**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 13th day of May, 2013.

Attest:

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

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

- B. Approve – Purchase Orders >\$20,000
- Requisition #12753, \$32,000, to ST Wooten Corporation for asphalt for street patching, account 10-20-4511-4500.
 - Requisition #12780, \$25,050, to Edwards Machine & Welding to degrit sewer system, account 32-90-8220-7000.
- C. Accept \$3,000 NFL Football camp grant on behalf of Terrance Copper and Adopt Budget Ordinance

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

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

Section 1. That the Estimated Revenues in the General Fund be increased for the NFL youth football camp in the following account:

10-00-3839-8900 Miscellaneous Revenue \$3,000

Section 2. That the General Fund appropriations budget be increased or decreased in the following account:

10-10-4310-3303 Supplies- Football Grant \$3,000

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

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

Adopted this the 13th day of May, 2013.

Attest:

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

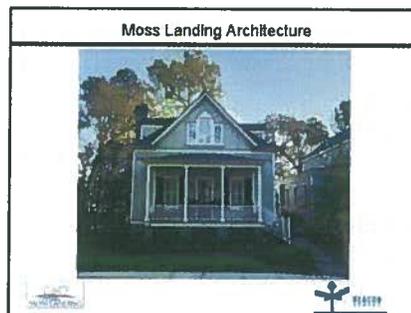
**s/N. Archie Jennings, III
Mayor**

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

SCHEDULED PUBLIC APPEARANCES:

JIM WILEY – BEACON STREET – SINGLE FAMILY DEVELOPMENT

Jim Wiley, President of Beacon Street Development Company, which is a Raleigh based residential developer of neighborhoods, explained they have the balance of the Moss Landing property (undeveloped land) under contract. The development will be a single family home product with parking under the homes.



BEACON STREET



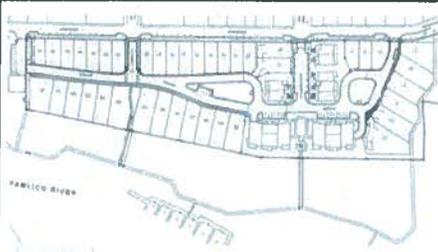
Our Mission
To create the highest value possible for our communities, customers, investors, and company through the creative design and exceptional execution of our projects.



Moss Landing Architecture



Moss Landing Site Plan



PARLICK RIVER



Moss Landing Architecture



Moss Landing Architecture



Moss Landing Architecture



Moss Landing Architecture



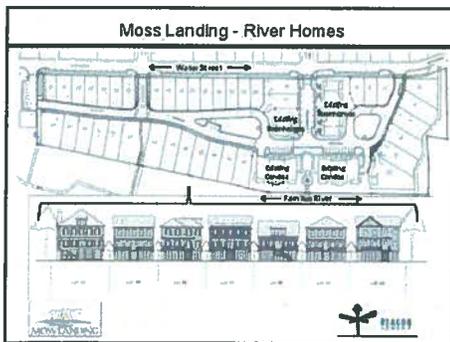
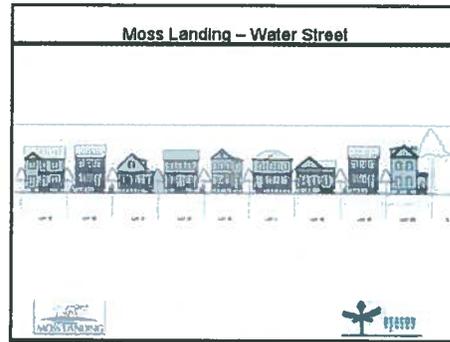
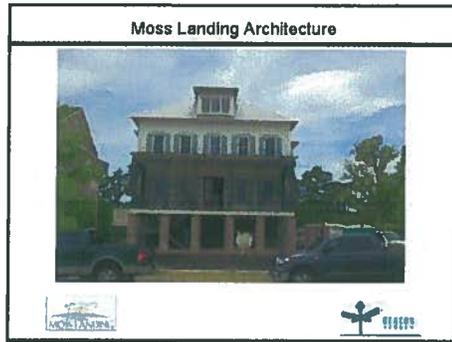
Moss Landing - Water Street



Water Street

Parlick River



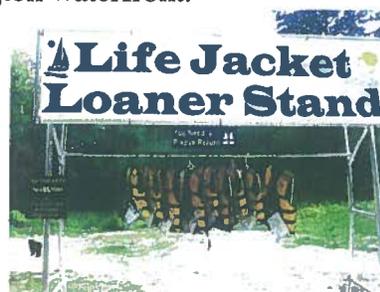


The current timeline is to close on the property this summer and move quickly with construction thereafter.

LARRY & KIM WILLIAMS – SEA TOW – LIFEJACKET LOANER PROGRAM

Mr. Larry Williams of Sea Tow presented the lifejacket loaner program to Council. It is their desire for the City to form a partnership with Sea Tow in order to place a lifejacket loaner stand along the waterfront. The program is to promote wearing lifejackets and the importance of having them on your boat. This is a partnership with the Coast Guard along with grant funds from the Sport Fish Fund and Sea Tow International. This program comes at no cost to the City. Sea Tow will provide the lifejackets, manage the stand and remove it from the waterfront at the end of the season as well as during storms or heavy winds.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council authorized the partnership between Sea Tow and the City of Washington for the Life Jacket Loaner Program on the Washington waterfront.



COMMENTS FROM THE PUBLIC:

Charles “Skip” Major discussed concerns with noise and safety on Stewart Parkway and in the downtown area. The concerns are contributed to speeding vehicles, loitering, noise and loud vehicles. He also discussed safety issues with speeding vehicles and possible accidents with traffic exiting Bridge Street and speeding down Main Street. He said he doesn’t ever remember tickets being written by police officers on West Main Street for speeding. Boaters, cyclist and downtown patrons/merchants do not like the noise and loitering going on in the parking lots downtown.

Scott Siprell, 129 Van Norden Street, echoed Skip Major’s concerns with speeding, noise and loitering in the downtown area.

Willie Askew came forward to address sidewalks on Carolina Avenue and requested extending them to the shopping center area in order to keep people from having to walk in the street. Mayor Jennings directed staff to investigate this request. Mayor Pro tem Roberson expressed the issue with the narrowing of the NCDOT right-of-way in that area.

MEMO – CONTRACTS FOR WATER TREATMENT CHEMICALS

Contract awarded as follows:

BID TABULATION

Vendor	Cost per Unit	Estimated Usage	Item	Chemical	C. & S. Chemical	DPC Enterprises	Oltin Solutions	Brantag		
A. Amerochem										
Potassium Permanganate	\$2.17/lb.	\$ 45,750.00	1	Potassium Permanganate		no quote	no quote	2.17/b		
Sodium Hexametaphosphate	\$1.07/gal.	\$ 34,240.00	2	Sodium Chloride						
Anhydrous Ammonia	\$.82/lb.	\$ 7,790.00	3	Liquid Chlorine-Ton Cylinders						
Hydrofluosilicic Acid	\$.3145/lb.	\$ 11,007.50	4	Hydrofluosilicic Acid						
Liquid Aluminum Sulfate	\$385.00/ton	\$ 32,725.00	5	Anhydrous Ammonia						
Sodium Bisulfite	\$ 2.15/gal	\$ 43,000.00	6	Liquid Aluminum Sulfate	575.00/ton					
B. Cargill Salt										
Sodium Chloride	\$105.35/ton	\$179,095.00	7	Sodium Hexametaphosphate				2.28/b		
C. Jones Chemical										
Liquid Chlorine – Ton Cylinders	\$900.00/ton	\$ 16,200.00	8	Sodium Bisulfite						
D. Sterling Water										
Sodium Hexametaphosphate	\$ 1.089/lb.	\$ 19,602.00	9	Sodium Hypochlorite						
TOTAL		\$389,409.50	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	

BID TABULATION

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

Item	Chemical	Cargill Salt	Morton Salt	GEO Chemical	Amerochem	Chem South	USALCO	Sterling Water	General Chem.	Jones Chemical	Tanner
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										
4	Hydrofluosilicic Acid				.3145/lb					900.00/ton	
5	Anhydrous Ammonia				.82/lb						
6	Liquid Aluminum Sulfate			434.50/ton	385.00/ton				529.00/ton		88/b
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.

MEMO – 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.

Councilman Mercer recommended expanding the committee to include two representatives from the general public.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the appointment of a subcommittee to work with the architect regarding the design of the Warren Field terminal and to expand the committee to five members (Airport Advisory Board (1), Staff (1), Council (1), General public (2).

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council appointed Doug Mercer as the Council representative for said subcommittee.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council appointed Jack Hill as the Airport Advisory Board representative on the subcommittee.

Mayor Pro tem Roberson recommended Gil Allgood as one of the “general public” members of the subcommittee. Mayor Jennings recommended Patrick Nash as the second “general public” member for the subcommittee. By motion of Councilman Moultrie, seconded by Councilman Brooks, Council appointed Gil Allgood and Patrick Nash as the “general public” members for said subcommittee.

MEMO – JULY 4, 2013 FIREWORKS

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

MEMO – GENERAL FUND BUDGET TRANSFER – PLANNING AND INSPECTION DEPARTMENTS

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.

MEMO – GENERAL FUND BUDGET TRANSFER – CITY MANAGER AND CODE ENFORCEMENT DEPARTMENTS

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.

MEMO – GENERAL FUND BUDGET TRANSFER – FIRE AND EMS DEPARTMENTS

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.

MEMO – GENERAL FUND BUDGET TRANSFER – MISCELLANEOUS AND OUTSIDE AGENCY DEPARTMENTS

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.

MEMO – GENERAL FUND BUDGET TRANSFER – CITY MANAGER AND HUMAN RESOURCES DEPARTMENTS

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.

MEMO GENERAL FUND BUDGET TRANSFER – TREES (\$8,750)

The Budget Officer transferred \$8,750 of funding between the City Manager and Parks & Grounds Maintenance departments of the General Fund to provide additional funds needed to remove and replace the trees that border Jack's Creek.

PUBLIC HEARING ON ZONING: NONE

PUBLIC HEARING – FY 2013-14 BUDGET

Mayor Jennings opened the public hearing regarding the FY 2013-2014 Budget. City Manager, Josh Kay explained there has been four budget workshops and one Committee of the Whole meeting designated for reviewing the budget.

Comments from the public:

Trent Tetterton questioned why the underground utilities project for the downtown area was removed from the FY 2013-2014 budget. Mayor Jennings explained there were two projects that were presented to be partially funded over at least two years; the Wayfinding Plan and

Streetscape/Underground utilities project. Council saw fit to bring forward funding to complete the entire Wayfinding Plan and the streetscape/underground utilities project will be funded at a later time. Councilman Mercer explained this will allow time to design the project properly for the streetscape/underground utilities project and the impact this work would have on the downtown area during construction.

Beth Byrd, WHDA commended Council for moving forward with the Wayfinding Plan and offered WHDA’s assistance whenever/wherever possible.

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

COMMENTS FROM THE PUBLIC: Continued

Joe Taylor expressed concern with noise, speeding and loitering downtown. Mr. Taylor said the Police Department has done a great job in responding to speeding vehicles downtown and noise concerns, but they can’t be there all of the time.

Dot Moate commented regarding the noise and loitering downtown, most especially a very loud motorcycle that is constantly speeding downtown.

RECESS 6:15pm-6:20pm

Mayor Jennings requested moving the closed session forward and amend the agenda again to include an additional closed session under NCGS 143-318.11 (a)(6) Personnel.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council agreed to amend the agenda to included an additional closed session under NCGS 143-318.11 (a)(6) Personnel.

CLOSED SESSION – UNDER § NCGS 143-318.11 (A)(3) ATTORNEY/CLIENT PRIVILEGE and 143-318.11(a)(6) PERSONNEL

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to enter closed session at 6:30pm under § NCGS 143-318.11(a)(3) Attorney/Client Privilege and 143-318.11(a)(6) Personnel.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to come out of closed session at 6:45pm.

HUMAN RELATIONS COUNCIL
(report approved as submitted)

WASHINGTON HARBOR DISTRICT ALLIANCE
(report approved as submitted)

FINANCIAL REPORTS (EMAILED AS AVAILABLE)

APPOINTMENTS: NONE

Councilman Mercer inquired if Mayor Jennings had reviewed the application for appointment to the Historic Preservation Commission for the vacant position. Mayor Jennings explained that being we are one month away for appointments to all boards, he prefers to make that nomination during that time.

OLD BUSINESS: NONE**NEW BUSINESS:****ADOPT – RESOLUTION DIRECTING THE CITY CLERK TO INVESTIGATE A PETITION FOR A CONTIGUOUS ANNEXATION FROM WIMCO, INC.**

City Manager, Josh Kay explained this is the first step in the voluntary annexation process. 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.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council adopted the resolution directing the City Clerk to investigate a petition for a contiguous annexation received under General Statute 160A-31.

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 (MASON'S LANDING BOATING ACCESS AREA)

City Manager, Josh Kay explained the NC Wildlife Resources Commission completed similar project at Havens Gardens in March of 2012.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved and authorized 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.

(copy attached)

ADOPT – NCDENR ADOPT-A-TRAIL GRANT

Josh Kay, City Manager explained NCDENR has approved the City's application for the Adopt-A-Trail Grant to acquire and install an AccuDock canoe launch facility at the Haven's Garden Boat Ramp for the Pamlico-Tar-Blueway System. There is no City match required. This will not affect the boaters or boat ramps. Councilman Mercer asked if we can do this project without consulting with NC Wildlife Commission. Mr. Kay stated this request can be tabled until confirmation is received from the NC Wildlife Commission.

AMEND – CHAPTER 10, ELECTRIC UTILITY, SECTION 10-45: DEPOSITS OF THE WASHINGTON CITY CODE

Josh Kay, City Manager explained this is an outstanding codification that Council approved in 2011. There are no revisions from what Council approved June 27, 2011 when

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.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council amended Chapter 10, Electric Utility, Section 10-45: Deposits of the Washington City Code.
(copy attached)

APPROVE/AUTHORIZE – IMPRESSIONS LEASE ASSIGNMENT AND RATIFY THE MAYOR’S EXECUTION OF THE ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

City Manager, Josh Kay noted that 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.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council approved, authorized as well as ratified the Mayor’s execution of the Assignment and Assumption of Lease Agreement.

(copy attached)

APPROVE/AUTHORIZE – IDX LANDLORD SUBORDINATION AGREEMENT AND RATIFY THE MAYOR’S EXECUTION OF THE LANDLORD LIEN SUBORDINATION AGREEMENT

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

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved, authorized as well as ratified the Mayor’s execution of the attached Landlord Lien Subordination Agreement.

(copy attached)

APPOINT – MATT RAUSCHENBACH AS ACTING CITY MANAGER

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.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council appointed 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.

ACCEPT DEED CONVEYANCE OF 45% OF THE INDUSTRIAL PARK PROPERTY FROM THE COUNTY AND AUTHORIZE THE CITY ATTORNEY TO COORDINATE SUGGESTED REVISIONS

City Manager, Josh Kay noted that the City contributed 45% of the debt service on the Industrial Park property purchase. The agreement required conveyance of a like % of the property to the City when the debt was repaid. The agreement required the City be reimbursed 45% of the proceeds from any property sales. Copies of closing documents related to any property sales have been requested from the County and a report will be provided to Council after review of the closing documents.

Councilman Mercer questioned a particular section of the deed that describe the “grantors primary residence” and noted this property doesn’t include a residence. City Attorney, Franz Holscher explained this particular language is required in all deeds and the grantor is required to either confirm or deny that the primary residence is not included in the deed.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council accepted the deed conveyance of 45% of the Industrial Park property from the County and authorize the City Attorney to coordinate suggested revisions.

(copy attached)

ADOPT BUDGET ORDINANCE AMENDMENT TO FUND CLAWBACK OF THE CDBG CARVER MACHINE WORKS GRANT

City Manager, Josh Kay noted that Carver Machine Works did not generate the required jobs to be in compliance of the CDBG Grant for sewer expansion down River Road to their facility. The City and the County indemnified Carver from any clawback and as a result are equally responsible. Our portion is \$111,141.61. The payback can occur with a onetime payment from the Sewer Fund or over three years from the same fund.

A motion was made by Councilman Pitt to adopt a budget ordinance amendment to fund the clawback of the CDBG Carver Machine Works and payback funds at one time. Motion dies for lack of a second.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted a budget ordinance amendment to fund the clawback of the CDBG Carver Machine Works grant over a three year period.

Mayor Jennings thanked everyone involved for their work on this project.

(copy attached)

ANY OTHER ITEMS FROM CITY MANAGER: None

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL

**DISCUSSION – LOITERING/LOUD MUSIC DOWNTOWN/WATERFRONT
(COUNCILMAN PITT)**

Councilman Pitt discussed the behavior and actions going on in our waterfront area. There are citations being written, not only is speeding and noise and issue, but vandalism as well to park benches, etc.

Councilman Mercer suggested have an officer patrol the downtown and Haven’s Gardens area on a regular basis during Friday and Saturday nights. Discussion was held regarding possible installation of speed humps on the parkway.

Mayor Jennings suggested closing the parking lot at Haven’s Gardens at the same time the restrooms are closed. Mr. Kay explained that when the groups are moved from one area to another then they make the triangle from the waterfront, Haven’s Gardens and to the mall area and back again. Mayor Pro tem Roberson also suggested looking at the parking lot near Back Water Jacks. Councilman Moultrie suggested posting signs regarding the noise ordinance, loitering, speeding, etc.

Stacy Drakeford, Director of Police and Fire Services explained the history of the issues downtown. When he came to the City the citizens felt the Police Department was picking on the children so he took another approach to the problem instead of moving the children from location to location by giving verbal warnings. In the last few months, citations have been written for speeding, loitering, littering and open containers of alcohol. At this time we are in the process of trying another approach. More officers have been placed in the downtown area, but the children aren’t getting the message. It is now time to be more aggressive. Trying to get the kids to police themselves, is not working. Instead of giving out so many warnings, we are now writing citations. Director Drakeford stated, “we will solve this problem” and we are trying to change a behavior with technical tools such as citations.

Mayor Pro tem Roberson inquired about the possibility of a bicycle officer. Director Drakeford explained he is in the process of getting an officer certified for this position, but until then, foot patrol has been increased.

**STATUS OF 911
(COUNCILMAN BROOKS)**

Councilman Brooks inquired about the status of the 911 change from the City to Beaufort County. Mr. Kay explained that Director Drakeford will provide an update at a later time to Council regarding his perception of the transfer of 911 from the City to the County.

**ADJOURN – UNTIL MONDAY, MAY 20, 2013 AT 12:00 NOON IN THE
COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING**

By straw poll, Council was in agreement to pass the budget on May 20th.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adjourned the meeting until Monday, May 20, 2013 at 12:00 noon 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 Monday, May 20, 2013 at 12:00 noon in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Edward Moultrie, Councilman; Bobby Roberson, Mayor Pro tem; William Pitt, Councilman; Richard Brooks, Councilman; Josh Kay, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Administrative Services Director/CFO; Stacy Drakeford, Fire & Police Services Director; Allen Lewis, Public Works Director; Keith Hardt, Electric 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 Councilman Moultrie delivered the invocation.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings requested adding a closed session under § NCGS 143-318.11(a)(6) Personnel to the agenda.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council approved the agenda as amended.

**ADOPT: GRANT PROJECT ORDINANCE FOR THE COMMUNITY
TRANSFORMATION GRANT (COMPREHENSIVE PEDESTRIAN PLAN UPDATE)**

City Manager, Josh Kay explained CTG had approved the City's application for the Community Transformation Grant to update the 2006 City of Washington Comprehensive Pedestrian Plan. The grant is for \$10,000 and no City match is required.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council adopted a Grant Project Ordinance for the Community Transformation Grant.

**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 develop a Comprehensive Pedestrian Plan.

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:

61-40-4930-0400 Professional Services \$ 10,000

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

61-40-3480-0000 Pitt County 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 20th day of May, 2013.

Attest:

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

ADOPT: GRANT PROJECT ORDINANCE FOR THE COMMUNITY TRANSFORMATION GRANT (PARKS AND RECREATION COMPREHENSIVE MASTER PLAN UPDATE)

Councilman Mercer expressed concern on the language used in this action item. Councilman Mercer suggested that the motions are worded identically.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted a Grant Project Ordinance for the Community Transformation Grant in the amount of \$45,000 and the City of Washington will contribute \$5,000 for the grant.

Mayor Jennings inquired if that distinguished the two grants sufficiently and Councilman Mercer would prefer it having Parks and Recreation Comprehensive Master Plan in the motion and Mayor Pro tem Roberson accepted this amendment.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted a Grant Project Ordinance for the Community Transformation Grant in the amount of \$45,000 and the City of Washington will contribute \$5,000 for the grant. The motion was amended to include the wording “Parks and Recreation Comprehensive Master Plan” to show distinction between the two grants.

**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 develop a Comprehensive Parks and Recreation Master Plan.

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:

70-40-4930-0400 Professional Services \$ 50,000

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

70-40-3480-0000 Pitt County Grant \$ 45,000
70-40-3352-0000 City Match 5,000

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 20th day of May, 2013.

Attest:

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

**ADOPT: BUDGET ORDINANCE FOR FISCAL YEAR 2013-2014, SET
 ADVALOREM TAX RATE AND USER FEE SCHEDULE**

Mr. Kay expressed his thanks to City Council, department heads and their staff and also recognized Chief Financial Officer, Matt Rauschenbach and Anita Radcliffe along with their staff for a great job.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council adopted the Budget Ordinance for Fiscal Year 2013-2014, set the 2013 Advalorem Tax rate at \$0.50 per \$100.00 value with \$.0198 designated for the Public Safety Capital Reserve, and set the user fee schedule included in the appendix of the budget.

**CITY OF WASHINGTON, NORTH CAROLINA
 BUDGET ORDINANCE FOR FISCAL YEAR 2013-2014**

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

Section 1. The following amounts are hereby appropriated for the operation of the City of Washington government and its activities for the fiscal year beginning July 1, 2013, and ending June 30, 2014, according to the following schedules:

Schedule A. General Fund

General Government	
City Council	62,676
Mayor	13,800
City Manager	304,519
TDA Director	105,952
Human Resources	295,664
Finance	515,449
Purchasing	135,633
Information Systems	350,694
Billing	154,823
Customer Services	598,658
Planning/Zoning	399,325
Code Enforcement	279,422
Legal	240,000
Economic Development	90,000
Miscellaneous	854,242

Debt Service	450,256
Contingency	36,807
Public Safety	
Police	2,916,927
E-911 Communication	399,483
Fire	743,083
Emergency Medical Services	1,612,914
Public Works	
Administration	70,018
Municipal Building	167,580
Equipment Services	114,512
Street Maintenance	484,532
Powell Bill	354,349
Street Lighting	126,240
Storm Water Improvements	311,946
Parks & Grounds Maintenance	559,209
Cultural and Leisure	
Brown Library	442,848
Recreation Administration	193,785
Recreation Events & Facilities	181,229
Senior Programs	244,346
Waterfront Docks	116,307
Civic Center	151,127
Aquatic Center	308,687
Agency Contributions	<u>162,270</u>
	\$14,549,312

Schedule B. Water Fund

Debt Services	73,093
Miscellaneous	646,530
Administration	111,693
Water Meter Services	267,092
Water Treatment	1,427,837
Water Distribution Maintenance	327,026
Water Distribution Construction	303,796
Contingency	<u>0</u>
Total Water Fund Appropriations	3,157,067

Schedule C. Sewer Fund

Debt Service	455,651
Miscellaneous	574,621
Administration	110,659
Wastewater Collection Maintenance	248,456
Wastewater Collection Construction	211,590
Wastewater Treatment	1,191,556
Wastewater Stations	391,162
Contingency	36,853
Total Sewer Fund Appropriations	<u>3,220,548</u>

Schedule D. Storm Water Management Fund

Debt Service	540,157
Operations	84,814
Nutrient Control	6,100
Contingency	26,205
Total Storm Water Management Fund Appropriations	<u>657,276</u>

Schedule E. Electric Fund

Debt Service	617,835
Miscellaneous	2,137,186
Administration	309,312
Utility Communications	264,600
Electric Meter Services	517,905
Purchase Power	28,160,620
Substation Maintenance	848,910
Load Management	226,475
Power Line Maintenance	1,365,856
Power Line Construction	1,812,575
Contingency	0
Total Electric Fund Appropriations	<u>36,261,274</u>

Schedule F. Airport Fund

Operational Expenses	261,675
Contingency	0
Total Airport Fund Appropriations	<u>261,675</u>

Schedule G. Solid Waste Fund

Debt Service	47,662
Solid Waste Operations	1,358,918
Contingency	<u>0</u>
Total Solid Waste Fund Appropriations	1,406,580

Schedule H. Cemetery Fund

Debt Service	9,363
Operational Expenses	296,813
Contingency	<u>3,580</u>
Total Cemetery Fund Appropriations	309,756

Schedule I. Library Trust Fund

Administration Charges to General Fund for Library Operations	<u>375</u>
Total Library Trust Fund Appropriations	375

Schedule J. Cemetery Trust Fund

Administration Charges to Cemetery Fund for Operations	<u>1,350</u>
Total Cemetery Trust Fund Appropriations	1,350

Schedule K. Public Safety Capital Reserve Fund

Transfer to General Fund	<u>166,985</u>
Total Public Safety Capital Reserve Fund Appropriations	166,985

Schedule L. Economic Development/Capital Reserve Fund

Transfer to General Fund	<u>156,000</u>
Total Economic Development/Capital Reserve Fund Appropriations	156,000

Schedule M. Water Capital Reserve Fund

Transfer to Water Fund	<u>100,000</u>
Total Water Capital Reserve Fund Appropriations	100,000

Schedule N. Sewer Capital Reserve Fund

Transfer to Sewer Fund	<u>120,000</u>
Total Sewer Capital Reserve Fund Appropriations	120,000

Schedule O. Facade Fund

Economic Development-Facade Grant	<u>10,000</u>
Total Facade Fund Appropriations	10,000

Schedule P. Internal Service Fund

Worker’s Compensation Claim Payments	<u>129,500</u>
Total Internal Service Fund Appropriations	129,500

Total Appropriations for all Funds \$60,507,698

Section 2. It is estimated that the following revenue will be available during the year beginning July 1, 2013, and ending June 30, 2014, to meet the foregoing appropriations according to the following schedule:

Schedule A. General Fund

Ad Valorem Taxes	4,341,342
Other Taxes	2,485,466
Restricted Intergovernmental Revenue	747,391
Unrestricted Intergovernmental Revenue	1,501,833
Licenses and Permits	67,460
Rents	601,722
Sales and Services	850,171
Interest Earnings	31,130
Lease Purchase Proceeds	383,600
Private Contributions	6,000
Miscellaneous	25,000
Fund Balance Appropriated	214,428
Administrative Charges from Other Funds for Services:	
Electric Fund	1,207,781
Water Fund	374,824
Sewer Fund	386,358

Solid Waste Fund	201,103
Storm Water	0
Airport Fund	12,637
Cemetery Fund	19,932
Library Trust Fund	375
Tourism Development Authority	105,952
Civic Center	79,327
Transfers from Other Funds:	
Water	71,963
Sewer	40,532
Electric	470,000
Capital Reserves	<u>322,985</u>
Total General Fund Revenues	14,549,312

Schedule B. Water Fund

Water Charges	70,460
Sales and Services	2,930,000
Interest Earnings	3,000
Miscellaneous	7,000
Installment Note Proceeds	0
Rents	34,777
Transfer from Water Capital Reserve	100,000
Fund Balance Appropriated	<u>11,830</u>
Total Water Fund Revenues	3,157,067

Schedule C. Sewer Fund

Wastewater Charges	25,000
Sales and Services	3,060,000
Interest Earnings	6,000
Assessments	9,548
Loan Proceeds (State Revolving Loan)	0
Transfer from Capital Reserve	<u>120,000</u>
Total Sewer Fund Revenues	3,220,548

Schedule D. Storm Water Management Fund

Interest Earnings	1,500
Storm Water Charges	492,000

Interest Rebates (RZEDB)	90,038
Other Fees	8,500
Fund Balance Appropriated	<u>65,238</u>
Total Storm Water Management Fund Revenues	657,276

Schedule E. Electric Fund

Electric Charges	34,351,623
Sales and Services	802,943
Interest Earnings	22,000
Miscellaneous	73,000
Installment Note Proceeds	851,000
Administration Charges From Other Funds:	
Water	107,060
Sewer	<u>53,648</u>
Total Electric Fund Revenues	36,261,274

Schedule F. Airport Fund

Rentals	60,000
Sales & Services	130,500
Interest	800
Grants	0
Transfer from Other Funds:	
General Fund	0
Fund Balance Appropriated	<u>70,375</u>
Total Airport Fund Revenues	261,675

Schedule G. Solid Waste Fund

Interest Earnings	800
Solid Waste Tax	6,500
Fees	<u>1,399,280</u>
Total Solid Waste Fund Revenues	1,406,580

Schedule H. Cemetery Fund

Interest Earnings	0
Sales & Services	192,500
Transfer from G/F	115,906
Adm. Charges from Cemetery Trust	<u>1,350</u>
Total Cemetery Fund Revenues	309,756

Schedule I. Library Trust Fund

Interest Earnings	<u>375</u>
Total Library Trust Fund Revenues	375

Schedule J. Cemetery Trust Fund

Interest Earnings	<u>1,350</u>
Total Cemetery Trust Fund Revenues	1,350

Schedule K. Public Safety Capital Reserve Fund

Transfer From General Fund	166,985
Fund Balance Appropriated	<u>0</u>
Total Public Safety Capital Reserve Fund Revenues	166,985

Schedule L. Economic Development /Capital Reserve Fund

Payments From Other Funds	<u>156,000</u>
Total Economic Development/Capital Reserve Fund Revenues	156,000

Schedule M. Water Capital Reserve Fund

Impact Fees	9,000
Interest Earnings	400
Fund Balance Appropriated	<u>90,600</u>
Total Water Capital Reserve Fund Revenues	100,000

Schedule N. Sewer Capital Reserve Fund

Impact Fees	20,000
Interest Earnings	340
Fund Balance Appropriated	<u>99,660</u>
Total Sewer Capital Reserve Fund Revenues	120,000

Schedule O. Façade Fund

Transfer from G/F	<u>10,000</u>
Total Façade Fund Revenues	10,000

Schedule P. Internal Service Fund

Payments from Funds	79,500
Fund Balance Appropriated	<u>50,000</u>
Total Internal Service Fund Revenues	129,500

Total Estimated Revenues for all Funds \$60,507,698

Section 3. There is hereby levied the following rate of tax on each one hundred dollars (\$100.00) valuation of estimated taxable property listed for taxes as of January 1, 2013, for the purpose of raising the revenues from property taxes, as set forth in the foregoing estimates, and in order to finance the foregoing appropriations:

General Fund
 Total Rate per \$100 of
 Valuation of Taxable Property .50

Such rate of tax is based on an estimated total assessed valuation of property tax for the purpose of taxation of \$857,756,000 with an estimated rate of collections of ninety-five percent (95%).

Section 4. Some estimates of revenue other than the property tax exceed the amount actually realized in cash from each source in the preceding fiscal year, but the facts warrant the expectations that in each case the estimated amount will actually be realized in cash during the budget year.

Section 5. Appropriations are authorized by department totals. The Finance Officer is authorized to reallocate departmental appropriations among various line item objects of expenditures and revenues as necessary during the budget year. The City Manager is authorized to reallocate appropriations among the various departmental totals of expenditures within the General Fund, Water Fund, Sewer Fund, Electric Fund, Storm Water Management Fund, Airport Fund, Solid Waste Fund, and Cemetery Fund as allowed by North Carolina General Statute 159-

15. Any such transfers between departments shall be reported to the City Council at its next regular meeting following the transfer and shall be entered into the official minutes of the City of Washington.

Section 6. Copies of this ordinance shall be filed with the Finance Director of the City of Washington, to be kept on file by him for his direction in the disbursement of City funds.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall become effective July 1, 2013.

Adopted this the 20th day of May, 2013.

Attest:

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

WRITE LETTERS TO ALL OUTSIDE AGENCIES

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council authorized Mayor Jennings to write a letter to all outside agencies receiving funding this year, advising them that in future years, funding may be reduced at the discretion of the Council. Motion carried 4-1 with Councilman Moultrie opposing.

Mayor Jennings noted this was a good idea because we have talked about our funding levels and the need to coach and give guidance to our partnership boards.

ACKNOWLEDGEMENT FROM THE MAYOR

Mayor Jennings stated he appreciates the comments coming from the Manager earlier during the meeting and also expressed thanks from Council to staff for this budget process. The process was exactly outstanding and the work submitted and the back and forth was very productive. The process was exactly what we thought it could be with the product showing through as well; this was a very different process with a tremendous improvement over the past years. It was a team effort from all involved.

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

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to enter closed session under § NCGS 143-318.11(a)(6) Personnel.

By motion of Councilman Brooks, seconded by Mayor Bro tem Roberson, Council agreed to come out of Closed Session at 12:15 pm.

REMARKS:

Councilman Pitt requested a moment of reflection in recognition of the City's fallen former (1987-1993) Fire Fighter/ EMT, Joseph Mark Griffin.

PRESENTATION:

Mayor Jennings and members of City Council presented a copy of the painting “The General” as a parting gift to outgoing City Manager, Josh Kay. The Mayor and Council expressed their appreciation for the outstanding work Mr. Kay provided during his short term as City Manager.

Mayor Jennings voiced “we couldn’t let it go unsaid just how much you have meant to this organization....We will miss you greatly and I will miss you personally.

Mr. Kay shared “It truly has been an honor to serve as your City Manager. You have a great group of folks (city staff) out here and a great community. There’s not another City I would want to be a manager of, and that’s said with all sincerity.”



ADJOURN – UNTIL MONDAY, JUNE 10, 2013 AT 5:30 PM IN THE COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING

By motion of Councilman Mercer, seconded by Councilman Brooks, Council adjourned the meeting until Monday, June 10, 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**



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Mike Whaley
Date: May 23, 2013
Subject: Declare Surplus/Authorize Electronic Auction of items through GovDeals
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

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

BACKGROUND AND FINDINGS:

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

Vehicle Number	Make /Model	Serial	Odometer
<u>Number</u>	<u>Description</u>	<u>Number</u>	<u>Reading</u>
#4008	1997 Sreco Sewer Flusher	4H5W31728VL972289	N/A
#121	1998 Ford Taurus	1FAFP52U2WA166046	62,066

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: June 10, 2013 (if applicable)
City Manager Review: 6/5 Date 6/5/2013 Concur MM Rec MM Recommend Denial _____ No Recommendation _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: June 10, 2013
Subject: Purchase Orders > \$20,000 Approval
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council approve the attached purchase orders.

BACKGROUND AND FINDINGS:

Requisition #13001, \$31,620, to Westinghouse Electric for Solar Project 2 equipment, account 35-90-7220-0450.

Requisition #13007, \$24,930, to Westinghouse Electric for Solar Project 2 equipment, account 35-90-7220-0450.

Requisition #12999, \$32,656.22, to Lee Chevrolet for CDBG Job Creation grant, account 57-60-4930-4500.

Requisition #13015, \$25,000, to Spartan Tool for CDBG Job Creation grant, account 57-60-4930-4500.

PREVIOUS LEGISLATIVE ACTION

2012-2013 adopted budget and amended budget.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Requisitions

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Concur _____ Recommend Denial _____ No Recommendation
 _____ Date. June 10, 2013
Page 53 of 217

Requisition Form

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

Requisition #:13001
PO #: Not Assigned
User Name: Ed Pruden

Date: 05/30/2013
Approved By:
Approved Code: Awaiting Final Approval
Total Amount: \$31,620.00

WESTINGHOUSE ELECTRIC SUPPLY
3025 STONYBROOK DRIVE
RALEIGH, NC 27604

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

Vendor Instructions: ELECTRIC DEPT, ED PRUDEN 252-975-9365
SOLAR PROJECT 2

Quantity	Description	Job Number	Unit Price	Extended
1	R3722HD7323F441E01, ABB OVR RECLOSER W/PCD 2000 CONTROL, 38kV, 1200 A CONTINUOUS, 170 kV BIL, OTHER OPTIONS PER QUOTE DATED MAY 23, 2013		\$20,685.00	\$20,685.00
3	E-9629A74G14, HCEP VOY-20G, POTENTIAL TRANSFORMER, 19920/34500GY, 166:1 RATIO		\$3,645.00	\$10,935.00
			Sub Total	\$31,620.00
			Total Tax	\$0.00
			Total	\$31,620.00

Account Number	Account Description	Amount	
35-90-7220-0450	SOLAR PROJECT 2	\$31,620.00	
		Total	\$31,620.00

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 #:13007

PO #: Not Assigned

User Name: Ed Pruden

Date: 05/30/2013

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$24,930.00

Ship To:

CITY OF WASHINGTON WAREHOUSE (ELEC

203 GRIMES ROAD

WASHINGTON, NC 27889

WESTINGHOUSE ELECTRIC SUPPLY

3025 STONYBROOK DRIVE

RALEIGH, NC 27604

Vendor Instructions:ELECTRIC DEPT, ED PRUDEN 252-975-9365
SOLAR PROJECT 2

Quantity	Description	Job Number	Unit Price	Extended
3	ABB A49W050A050S18T, ACT-983, 600 V, 10kV BIL, RATIO 5:5, W/JUNCTION BOX		\$2,530.00	\$7,590.00
3	ABB CT, E-7524A22G11, KOR-20, 200 kV BIL, 34.5 kV, RATIO 200:5, RATING FACTOR 3, METER ACCURACY 0.3		\$2,420.00	\$7,260.00
3	ABB VT 175:1, E-7526A33G05, VOZ-20, 200 kV BIL, 34.5 kV, METER ACCURACY 0.3		\$3,360.00	\$10,080.00
			Sub Total	\$24,930.00
			Total Tax	\$0.00
			Total	\$24,930.00

Account Number	Account Description	Amount	
35-90-7220-0450	SOLAR PROJECT 2	\$24,930.00	
		Total	\$24,930.00

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 #:12999

PO #: Not Assigned

User Name: Jessica Selby

Date: 05/30/2013

Approved By: Jessica Selby

Approved Code: Awaiting Final Approval

Total Amount: \$32,656.22

Ship To:

CITY OF WASHINGTON CITY HALL (PLANT

102 EAST SECOND ST.

WASHINGTON, NC 27889

LEE CHEVROLET BUICK

2375 WEST 5TH STREET

WASHINGTON, NC 27889

Vendor Instructions: DO NOT MAIL
COMMUNITY DEVELOPMENT
JESSICA SELBY
2529759383

Quantity	Description	Job Number	Unit Price	Extended
1	UTILITY TRUCK FOR PARK BOAT COMPANY UNDER JOB CREATION CDBG GRANT. AMOUNT NOT TO EXCEED 32,656.22		\$32,656.22	\$32,656.22
Sub Total				\$32,656.22
Total Tax				\$0.00
Total				\$32,656.22

Account Number	Account Description	Amount
57-60-4930-4500	JOB CREATION	\$32,656.22
Total		\$32,656.22

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
5/30/2013	DEPT LEVEL APPROVAL	Jessica Selby	Not Assigned

This Requisition is awaiting Final PO Approval

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 #:13015

PO #: Not Assigned

User Name: Beverly Clark

Date: 05/31/2013

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$25,000.00

Ship To:

CITY OF WASHINGTON CITY HALL (PLANT

102 EAST SECOND ST.

WASHINGTON, NC 27889

SPARTAN TOOL, L.L.C.
1506 WEST DIVISION STREET
MENDOTA, IL 61342

Vendor Instructions:DO NOT MAIL
COMMUNITY DEVELOPMENT
JESSICA SELBY
252-975-9383

Quantity	Description	Job Number	Unit Price	Extended
1	PLUMBING EQUIPMENT FOR FRE PLUMBING UNDER THE JOB CREATION CDBG GRANT. AMOUNT NOT TO EXCEED 25,000		\$25,000.00	\$25,000.00
Sub Total				\$25,000.00
Total Tax				\$0.00
Total				\$25,000.00

Account Number	Account Description	Amount
57-60-4930-4500	JOB CREATION	\$25,000.00
Total		\$25,000.00

Approval List

Dept Level Approval: _____

Department Head: _____

PO Level Approval: _____

Purchase Order Prep: _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: May 30, 2013
Subject: Public Hearing and adopt ordinance to condemn as unsafe the structure located at 221 West 5th Street and award the demolition contract.

Applicant Presentation: N/A
Staff Presentation: John Rodman, Planning and Development
Wayne Harrell, Chief Building Official

RECOMMENDATION:

Motion A:

I move that the City Council adopt the ordinance condemning the structure located at 221 West 5th Street as unsafe and demolish and remove the structure.

Motion B:

I move that the City award the demolition contract to the lowest responsible bidder, B.E. Singleton & Sons, in the amount of four thousand three hundred dollars (\$4,300).

BACKGROUND AND FINDINGS:

The governing body of the City may adopt and enforce ordinances relating to residential buildings or structures that fail to meet minimum standards of maintenance, sanitation, and safety. The minimum standards address conditions that are dangerous and injurious to public health, safety and welfare and identify circumstances under which a public necessity exists for the repair, closing or demolition of such buildings or structures.

If after a notice and hearing the Code Official determines that the property has not been properly maintained and failed to meet minimum standards an order is issued to require the owner to demolish and remove the building or structure.

PREVIOUS LEGISLATIVE ACTION

Notice of Complaint and Hearing – December 3, 2012
Hearing Held – December 17, 2012
Order to Remedy Defective Condition – January 15, 2013

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance
 Bids Submitted

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Date Concur MM Recommend Denial _____ No
 Recommendation _____

Demolition Bids Submitted:

B.E. Singleton & Sons	\$4,300
T.J.'s Marine Construction	\$6,800
St. Clair Trucking	\$7,400

AN ORDINANCE FINDING THAT THE STRUCTURE DESCRIBED HEREIN IN THE CITY OF WASHINGTON IS CONDEMNED AS UNSAFE AND DIRECTING THAT IT BE DEMOLISHED

WHEREAS, the City Council of the City of Washington finds that the structure having an address of 221 West 5th Street, Washington, North Carolina, is condemned as, among other things, unsafe pursuant to North Carolina General Statute § 160A-441 and that all applicable statutory provisions have been complied with as a condition of the adoption of this Ordinance.

WHEREAS, the structure should be demolished and removed as directed by the Chief Building Official for, among other things, the reasons stated by the Chief Building Official in his Notice of Decision.

WHEREAS, the owner of the structure has been given a reasonable opportunity to bring the structure into compliance with the applicable standards of the City Code as well as State statute in accordance with North Carolina General Statute § 160A-441 as well as pursuant to the Order issued by the Senior Building Official in said Notice of Decision.

WHEREAS, said structure has been found to be unfit for human habitation.

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

Section 1. The Chief Building Official is hereby authorized and directed to proceed to demolish and remove the above described structure located at 221 West 5th Street in accordance with applicable provisions of the City Code and North Carolina General Statute § 160A-441 *et seq.*

Section 2. This Ordinance shall be recorded in the Office of the Register of Deeds of Beaufort County, North Carolina.

This Ordinance shall become effective on this date of adoption June 10, 2013.

N. Archie Jennings, Mayor

Attest:

Cynthia S. Bennett, City Clerk

**Notice of Public Hearing
Washington City Council**

NOTICE IS HEREBY given that the City Council of the City of Washington will conduct a public hearing on the 10th day of June, 2013 at 6:00 p.m., in the City Council Chambers, on the second floor of the municipal building, located at 102 East 2nd Street. . The purpose of the public hearing is to adopt an ordinance to have the structure located at 221 West 5th Street demolished and removed. The City of Washington finds that the structure and property at 221 West 5th Street is deemed unsafe under the provisions of the City Ordinance and pursuant to G.S. 160A-441 and should be demolished. The public is welcome to attend the public hearings and present evidence either in support of or in opposition to the change in the zoning ordinance. Members of the public with disabilities planning to attend the meeting should call 975-9383 to verify building accessibility. Prior to the meeting, questions may be directed to the Planning Office by calling 975-9384 Monday through Friday 8:00 am to 5:00 pm



INSPECTIONS

Carrie E Collins
425 Ipock St
Vanceboro, NC 28586

Re: 221 West 5th Street
No.: 5675-89-5961

May 15, 2013

To: Carrie E Collins

This letter is a courtesy to inform you that the time set forth in the order to demolish the structure at 221 W 5th Street has expired. The City of Washington is advertising for bids to demolish the structure. Bids will be opened at 2pm on May 21, 2013 in room 115 at 102 E Second Street Washington, NC. If the city uses fund to demolish this structure, a lien will be placed upon the real property. The lien will have to be satisfied at such time that the property is sold.

If you wish to use other means to have the structure demolished please contact me prior to the bid opening date and time. Thank you for your attention to this matter. Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Allen Pittman".

Allen Pittman
Senior Building Official
City of Washington
PO Box 1988
Washington, NC 27889
(252)975-9334 Office
(252)946-1965 fax

LEGAL NOTICE

Sealed bids will be taken by the City of Washington Inspection Department for demolition at **221 W 5th Street** Bids will be accepted until 2 pm May 21, 2013. Bidder may obtain a copy of the contract requirements at 102 East 2nd Street, Washington, North Carolina 27889 or call 252.975.9304 or 252.975.9334 for more information. Successful bidder shall be responsible for all permits, proper disposal and other applicable fees. The City of Washington reserves the right to refuse any or all bids.

Please publish on May 12, 2013 and, May 15, 2012 – an affidavit of publication is required

MEMORANDUM

DATE: May 30, 2013
TO: Mayor Jennings & Members of City Council
FROM: John Rodman, Planning & Development
RE: Talent Enhancement Capacity Building Grant

The purpose of the Talent Enhancement Capacity Building Grant was to provide local governments the ability to develop appropriate and competitive CDBG grants, administer those grants, aid in grant writing, develop economic analysis, and prepare feasibility studies.

The City has been working on the Talent Enhancement project in conjunction with East Carolina University. The City was awarded \$50,000 in grant funds with no local match required. Partial funds have been expended and approved activities complete. The City would like to complete close out procedures and a public hearing is consistent with the procedures and the original project timeline.

If you have questions please don't hesitate to let me know.

City of Washington
Notice of Close-Out Public Hearing
Talent Enhancement Capacity Building Grant
June 10, 2013

NOTICE IS HEREBY given that the City Council of the City of Washington will conduct a public hearing on the 10th day of June, 2013 at 6:00 p.m., in the City Council Chambers, on the second floor of the municipal building, located at 102 East 2nd Street. The purpose of the public hearing is to review the budget and activities that have been accomplished through the City's Talent Enhancement Capacity Building Grant program. The program activities are complete, and the City is in the process of closing out the program. All interested citizens are encouraged to attend this public hearing, and all comments are welcome. Written comments concerning the close-out of this grant should be submitted to Ms. Cynthia Bennett, City Clerk, City of Washington, PO Box 1988, 102 East 2nd Street, Washington, NC 27889, no later than 5:00 pm, June 7, 2013.

6. (B.) Breakout of Costs		Name of Applicant: City of Washington	
Talent Enhancement Capacity Building Grant			
1. Talent Enhancement Capacity Building Grant Activities Cost (column 5n)		\$50,000	
2. Other Funds (column 6n)		\$ 0	
3. Total Talent Enhancement Capacity Building Grant (TECBG) Resources (should = column 7n)		\$50,000	
4. Activity	5. TECBG Costs	6. Other Costs	7. Total TECBG Costs
I. Planning (Talent Enhancement Capacity Building Grant Activities)			
1. Personnel			
(a) Supplemental for existing staff	\$ 30,000	-	\$ 30,000
(b) New Position(s)	-	-	-
2. Training			
(a) Existing Staff	\$ 12,000	-	\$ 12,000
(b) New Position(s)	-	-	-
3. Travel			
(a) Supplemental for Existing staff	\$ 3,000	-	\$ 3,000
(b) New Position(s)	-	-	-
4. Planning (with restriction)			
m. Administration (10% maximum)	\$5,000	-	\$5,000
n. TO TAL	\$50,000	-	\$50,000

Actual
10,050
10,000
1,962
22,012

PREVIOUS LEGISLATIVE ACTION:

7.18.11: Hosted public hearing and approved application submission

FISCAL IMPACT:

Currently Budgeted 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: _____ Date _____ Concur _____ Recommend Denial _____ No Recommendation

Mayor
Archie Jennings

Acting City Manager
Matt Rauschenbach



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

To: Mayor Jennings & Members of the City Council
From: Mike Whaley
Date: May 28, 2013
Subject: Painting Airport Hangers

The purpose of this memo is to inform Council of the intent to paint the Warren Field hangers by All Around Painting.

<u>Vendor</u>	<u>Cost</u>
All Around Painting	\$36,750.00
McGowan Painting	\$37,920.00
Wayne Ross	no quote

The scope will include pressure washing, primer and 2 coats of paint. We will be painting the corporate hanger, maintenance hanger and hangers 1 through 6. This will be paid for with insurance proceeds.

Mayor
Archie Jennings

Acting City Manager
Matt Rauschenbach



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

To: Mayor Jennings & Members of the City Council
From: Mike Whaley
Date: June 10, 2013
Subject: Information Only – Contracts for Petroleum Products

The purpose of this request is to inform Council of contract commitments for petroleum product requirements for the City from July 1, 2013 through June 30, 2014.

Contract awarded as follows:

<u>Vendor</u>	<u>OPIS</u>	<u>Margin</u>	<u>Cost per Gallon</u>	<u>Estimated</u>
<u>Usage</u>				
A. <u>F. Ray Moore</u>				
Diesel (Tankwagon)	\$2.9256	\$.2042	\$3.1298	\$420,958.10
B. <u>Great Lakes Petroleum</u>				
Diesel (Transport)	\$2.9256	\$.0154	\$2.941	\$235,280.00
C. <u>Pitt Country Mart</u>				
87 Octane Gasoline ethanol free (Transport)	\$3.1125	<\$.0146>	\$3.0979	\$619,580.00
87 Octane Gasohol (Tankwagon)	\$2.8054	\$.2054	\$3.0108	\$4,516.20
Kerosene 1-K	\$4.029	\$.0000	\$4.029	\$5,237.70
TOTAL				\$1,285,572.00

Price fluctuations will be governed by the bid margin above or below the OPIS Average Rack price for the commodity on the day April 15, 2013 at Selma, NC. The City will pay the Average Rack price for the commodity on the day of delivery plus or minus the margin bid on April 15, 2013.

Mayor
Archie Jennings

Acting City Manager
Matt Rauschenbach



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

MEMORANDUM

DATE: May 29, 2013
TO: Mayor and City Council
FROM: Allen Lewis 
Public Works Director
SUBJECT: Request for Multi-Way Stop Intersections in Smallwood.

Please find attached a copy of a letter (no date) that I received earlier this month from Mr. John Chenault of 210 Ellison Drive. As you can tell, Mr. Chenault is requesting multi-way stop signs along Northwood Road, similar to what was done on Lawson Road in December of 2011. Mr. Chenault asks that multi-way stops be created on Northwood "parallel to locations" on Lawson. On Lawson Road, multi-way stop intersections were created at the only locations along Lawson where crossroad intersections occurred, with Eden Drive and Dimock Road, as circled on the attached map. To get the same approximate spacing along Northwood Road, stop signs would need to be placed at Rowan Road and either Blount Place or Bath Circle. It should be noted that none of these intersections constitute a crossroad intersection. The only crossroad intersection along Northwood is where it intersects with Thomas Place.

As a reminder, at the January 9, 2012, Council meeting, Mr. Tom Archie of 103 South Reed Drive spoke to Council about the need for additional stop signs in Smallwood, including Reed Drive. At that time it was decided to wait until the drainage project to be completed in Smallwood so as to not add any further confusion to the traffic patterns at the time.

Staff would like guidance as to what Council desires at this point. We can provide reports of traffic data including volumes and speed if desired, along with accident history, to assist you in your decision making process.

/al

Attachments

Mr. Allen Lewis

Washington Utilities

PO Box 1988

Reference, Speeding on Northwood Drive in Smallwood Development (25 MPH Zone)

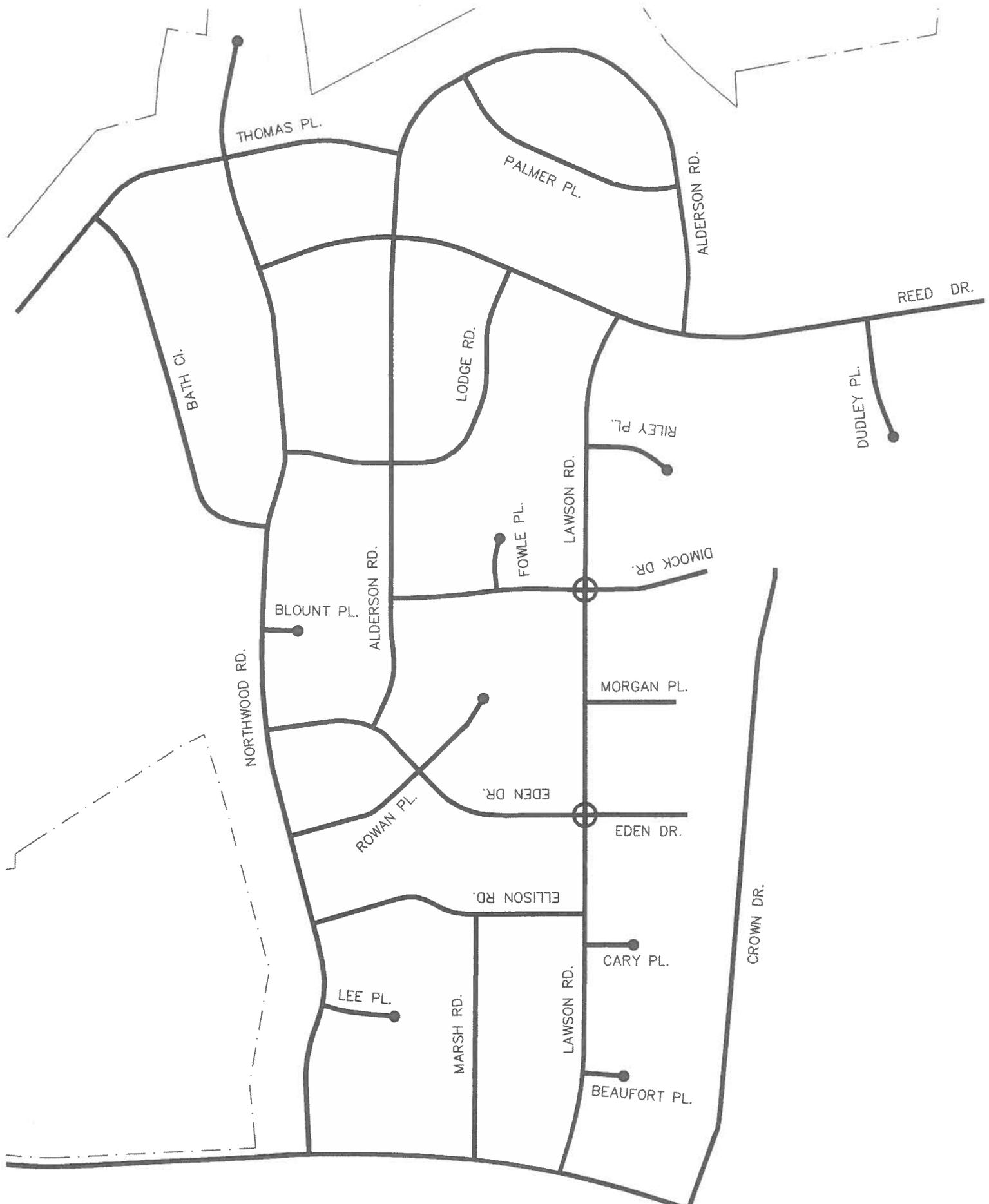
Confirming our conversation on Thursday May 16, 2013, the speeding on Northwood Drive has gotten out of control. I have seen people driving 45 to 50 MPH in this 25 MPH zone. Someone is going to get hurt. The problem is especially bad during the morning rush hour, for people getting to school between 7:00 and closer to 8:00 AM. However, speeding actually goes on all during the day. I am requesting that we install two stop signs on Northwood Drive parallel to locations that were recently installed on Lawson Drive. I have seen the lasting and positive effect they have had on Lawson, because people are less inclined to increase their speed, knowing that a stop sign is just a block or two away. The affect of issuing speeding tickets only last a short time, and only affects the few individuals cited. Most speeders are not ticketed because, there are no speed traps set up in Smallwood DIRECTED AT NORHWOOD DRIVE, and occasional patrolling by our police doesn't catch the vast majority of speeders. Even large service trucks and trailers, construction trailers and trucks, cement trucks, delivery trucks and even school buses speed on Northwood. Also, I would welcome the city police to park in front of my house on Ellison Drive and aim their radars toward Northwood, especially during the school year from 7:00 to 8:00 AM or whenever they have the time. Or they may want to use Rowan Place for more cover. I believe it was unwise to install the two stop signs on Lawson Drive and not on Northwood because it only routed cut-through traffic and speeders away from Lawson Drive, in favor of Northwood Drive.

Thanks for your support in advance

John Chenault

210 Ellison Drive

Smallwood



MEMORANDUM

DATE: May 31, 2013
TO: Mayor Jennings & Members of City Council
FROM: John Rodman, Planning & Development
RE: Monthly Reports: CDBG 05-C-1490 4-13 Keys Landing
CDBG 09-C-2050 4-13 Washington Housing

Keys Landing 05-C-1490

The City of Washington, in conjunction with Metropolitan Housing and CDC, applied for and was awarded a grant in the amount of \$250,000 from the NC Department of Commerce, Division of Community Assistance. The purpose of the grant funds is to provide funds for acquisition and infrastructure to develop 12-15 home sites specifically for low to moderate income individuals. The City of Washington purchased 9.88 acres of property on Keysville Road and with that purchase Rivers & Associates designed Keys Landing Subdivision. The water, sewer and street improvements have been completed. The lots have been cleared in preparation for construction. The five (5) housing units required for Phase I have not been completed.

No action is required at this time; however, this is a required monthly status report.

Washington Housing, Inc. 09-C-2050

The City of Washington, in conjunction with Washington Housing Inc, was awarded a grant in the amount of \$250,000 under the CDBG Housing Development Project from the NC Department of Commerce. The grant consisted of the acquisition of eight (8) lots in Northgate Subdivision and three (3) lots on West 7th Street. The grant also consisted of planning costs to WHI for housing counseling. The grant deadline was April 2013 and the City has filed a formal grant extension request with the Division of Community Assistance.

No action is required at this time; however, this is a required monthly status report.

Monthly Performance Status Report

(Due on 15th of each month)

Grantee Name: City of Washington Grant Number: 05-C-1490 Month: April Year: 2013

<u>Activity</u>	<u>Performance Schedule (On/Off)</u>	<u>Current Performance Status (If Off Schedule)</u>	<u>Remedy to get back on Schedule (If Off Schedule)</u>
Water Improvements	On		
Sewer Improvements	On		
Street Improvements	On		
Acquisition	On		
Administration	Off	Five affordable housing units not constructed	Work with developer to obtain conventional financing

Prepared By: J. Reed Whitesell, AICP

Title CD Manager, HCP, Inc.

Endorsed By: Josh Kay

Title City Manager (City/County Manager or Clerk)

Board or Council Update: Josh Kay, City Manager

Date 5/13/2013

Performance Schedule
(Based on *Performance Based Contract*)
On/Off Schedule

- ❖ **On Performance Schedule:** Stop and submit report, no current performance status or remedy to get back on schedule is required
- ❖ **Off Performance Schedule:** Provide current performance status and remedy to get back on schedule and submit report

Monthly Performance Status Report

(Due on 15th of each month)

Grantee Name: City of Washington Grant Number: 09-C-2050 Month: April Year: 2013

<u>Activity</u>	<u>Performance Schedule (On/Off)</u>	<u>Current Performance Status (If Off Schedule)</u>	<u>Remedy to get back on Schedule (If Off Schedule)</u>
Acquisition	Off	Only 3 of 13 affordable units constructed to date	Have sent notice of required action to developer and will request 180-day extension due to delays in ERR process
Other Activities (Counseling)	Off	Only 3 of 13 affordable units constructed to date	Have sent notice of required action to developer and will request 180-day extension due to delays in ERR process
Administration	Off	Only 3 of 13 affordable units constructed to date	Have sent notice of required action to developer and will request 180-day extension due to delays in ERR process

Prepared By: J. Reed Whitesell, AICP
 Endorsed By: Josh Kay
 Board or Council Update: Josh Kay, City Manager

Title CD Manager, HCP, Inc.
 Title City Manager (*City/County Manager or Clerk*)
 Date 5/13/2013

Performance Schedule
 (Based on *Performance Based Contract*)
On/Off Schedule

- ❖ *On* Performance Schedule: Stop and submit report, no current performance status or remedy to get back on schedule is required
- ❖ *Off* Performance Schedule: Provide current performance status and remedy to get back on schedule and submit report

Mayor
Archie Jennings

Acting City Manager
Matt Rauschenbach



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: June 10, 2013
Subject: General Fund Budget Transfer

The Budget Officer transferred \$650 of funding between the Mayor and City Council departments of the General Fund to provide additional funds needed for employee development.

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: May 15, 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
10-000-4111	1400	Employee Dev.	\$650.00
TO: 10-00-4110	1400	Employee Dev.	\$650.00

For the purpose of: Travel Expenses for remainder of budget year

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

05/16/13

Load Management Device Installation Report

Project Start Date : October 2010

	May 2013	Project to Date	Projected Annual Savings
Total Load Management Device Installations	31	1,988	
Total Accounts Added with Load Management	24	1,517	
Appliance Control Installations			
Air Conditioner / Heat Pump	19	1,535	\$75,190
Auxiliary Heat Strip	10	771	\$79,891
Electric Furnace	2	251	\$34,678
Water Heater	19	1,225	\$104,625
			<u>\$294,384</u>
Total Encumbrances to Date			
Load Management Devices		\$65,600	
Contractor Installations		\$220,000	
Total Project Encumbrances		\$285,600	
Total Expenses to Date			
Load Management Device Purchases		\$65,600	
Contractor Installation Expenses	\$2,850	\$206,460	
Total Project Expenses		\$272,060	
Average Cost per Load Management Device Installed		\$137	
Average Installed Cost per Controlled Appliance		\$72	
Load Management Devices Remaining in Stock	512		



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 May Monday June 10, 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

SCHEDULED PUBLIC APPEARANCES:

None

Discussion – Fair Housing/‘Taste of Washington’

Discussion was held on ways to increase participation from the intended audience. Suggestion was given to acquire some other venue to host this event (Public Housing Community Center). The presenters (all) were excellent and one of the best Fair Housing forum that has been sponsored by the Human Relations Council.

Approve – the purchase of a second Ed Peed banner with a discounted price of \$100:

Due to heavy winds destroying the first banner:

By motion of Board member Lodge, seconded by Board member Hughes, the Board approved the purchase of a second Ed Peed banner with a discounted price of \$100.

Approve – Transfer of funds (\$500) to the Washington Fire EMS Auxiliary for the purchase of Ed Peed marker to be placed at Beebe Park:

By motion of Board member Hughes, seconded by Board member Howard, the Board approved the transference of funds in the amount of \$500 to the Washington Fire EMS Auxiliary.

Agree - Sponsored the Healthy Places forum held on Monday, June 3, 2013 at Grace Martin Harwell Senior Center:

By consensus, the Board agreed to support the Healthy Places forum to be held on Monday, June 3, 2013 from 4-6pm.

Reminders and announcements were received at this time.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: May 30, 2013
Subject: Appointments to Various Boards, Commissions, and Committees
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

See attached recommended motions

BACKGROUND AND FINDINGS:

Advertisements were published in the Washington Daily News and Cable 9 for vacancies for expiring terms on various boards, commissions, and committees, with the application deadline being May 17, 2013 at 5:00 p.m. Copies of all applications received were distributed to department heads to allow them time to meet with their Council liaison and Board Chairman.

Nominations will be made by the Council liaisons at the June 10, 2013 Council meeting.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Board Applications

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Date Concur _____ Recommend Denial _____ No recommendation 

ACTIONS SUGGESTED:

A. Planning Board

I move that the City Council appoint/reappoint _____ to the Planning Board, to fill the expiring term of **Dan McNeill** term to expire June 30, 2016.

B. Board of Adjustment

I move that the City Council appoint _____ to the Board of Adjustment, to fill the expiring term of **Claud Hodges**, term to expire June 30, 2016.

C. Enlarged Board of Adjustment –

I move that the City Council appoint/reappoint _____ as an Alternate Member/Enlarged Board of Adjustment, to fill the expiring term of **Ronald Price**, term to expire June 30, 2016, subject to the concurrence of the Beaufort County Board of Commissioners.

D. Board of Library Trustees

I move that the City Council appoint/reappoint _____ to the Board of Library Trustees, to fill the expiring term of **Muriel Brothers**, term to expire June 30, 2019.

I move that the City Council appoint/reappoint _____ to the Board of Library Trustees, to fill the expiring term of **Crissman Blackstone**, term to expire June 30, 2019.

E. Recreation Advisory Committee -

I move that the City Council appoint/reappoint _____ to the Recreation Advisory Committee to fill the expiring term of **Edmund J. Paszt, Jr. (inside)** term to expire June 30, 2016.

I move that the City Council appoint/reappoint _____ to the Recreation Advisory Committee to fill the expiring term of **Michele Oros(outside)** term to expire June 30, 2016.

I move that the City Council appoint/reappoint _____ to the Recreation Advisory Committee to fill the expiring term of **Joe Taylor (inside)**, term to expire June 30, 2016.

F. Historic Preservation Commission -

I move that the City Council appoint _____ to the Historic Preservation Commission to fill the expiring term of **Rebecca Clark** term to expire June 30, 2016.

I move that the City Council appoint _____ to the Historic Preservation Commission to fill a vacant position with a term expiring June 30, 2016.

I move that the City Council appoint/reappoint _____ to the Historic Preservation Commission to fill the expiring term of **Victoria Rolinsky-Rader** term to expire June 30, 2016.

G. Washington Tourism Development Authority -

I move that the City Council appoint/reappoint _____ to the Washington Tourism Development Authority, to fill the expiring term of **Nan McLendon** term to expire June 30, 2016.

I move that the City Council appoint/reappoint _____ to the Washington Tourism Development Authority, to fill the expiring term of **Jackie Peoples Woolard** term to expire June 30, 2016.

I move that the City Council appoint/reappoint _____ to the Washington Tourism Development Authority, to fill the expiring term of **Piyush Bhagat** term to expire June 30, 2016.

I move that the City Council appoint/reappoint _____ to the Washington Tourism Development Authority, to fill the expiring term of **Fred Watkins, III** term to expire June 30, 2016.

H. Human Relations Council –

I move that the City Council appoint/reappoint _____ to the Human Relations Council to fill the expiring term of **William O’Pharrow**, term to expire June 30, 2016.

I move that the City Council appoint/reappoint _____ to the Human Relations Council to fill the expiring term of **Marisol Barr**, term to expire June 30, 2016.

I move that the City Council appoint/reappoint _____ to the Human Relations Council to fill the expiring term of **Keisha Jennette**, term to expire June 30, 2016.

I. Animal Control Appeal Board –

I move that the City Council appoint/reappoint _____ to the Animal Control Appeal Board with to fill the expiring term of **Monica Ferrari**, term to expire June 30, 2016.

I move that the City Council appoint/reappoint _____ to the Animal Control Appeal Board with to fill the expiring term of **Doug Mercer**, term to expire June 30, 2016.

J. Washington Electric Utilities Advisory Commission –

I move that the City Council appoint/reappoint _____ to the Washington Electric Utilities Advisory Commission to fill the expiring term of **Gloria Crenshaw (inside)**, term to expire June 30, 2016.

I move that the City Council appoint/reappoint _____ as an At-Large member of the Washington Electric Utilities Advisory Commission - to fill the expiring term of **Walter Zerniak, III** term to expire June 30, 2016.

K. Mayor's Certificate of Appointment to the Washington Housing Authority

I hereby appoint/reappoint _____ as a member of the Washington Housing Authority to fill the expiring term of Yvonne Salem, term to expire June 30, 2018.

I hereby appoint/reappoint _____ as a member of the Washington Housing Authority to fill the expiring term of Jo Ann Ingersoll, term to expire June 30, 2018.

Requested Board Planning Board

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

NAME Dan McNeill

ADDRESS 622 East Main Street

PHONE (WORK) 252-945-1122 (HOME) 252-946-0409

E-MAIL ADDRESS N/A

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

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

YEARS OF EDUCATION BS - ECU

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

IF YES, PLEASE INDICATE _____

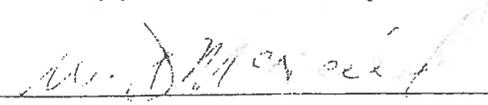
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN _____

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

Building Contractor - Life residence of Washington and Beaufort County

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

5/31/13
Date


Signature

Requested Board Library

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

NAME Joe Phipps

ADDRESS 101 River Chase, Washington, NC 27889

PHONE (WORK) 252-792-1521 (HOME) 252-946-3406

E-MAIL ADDRESS joekrisphipps1@suddenlink.net jphipps@martincc.edu

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 16 YEARS

YEARS OF EDUCATION 17

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

IF YES, PLEASE INDICATE _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? none IF YES, EXPLAIN n/a

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

I believe strongly in the mission of the board.

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

5/15/2013

Date

Joe Phipps

Signature

NOTE: Application will remain on file for six (6) months. Expiration Date June 10, 2013

Requested Board Recreation Advisory Committee

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

NAME Michele Oros

ADDRESS 216 Isabella Avenue, Washington, NC 27889

PHONE (WORK) 940-6586 (HOME) 940-0380

E-MAIL ADDRESS moros@beaufort.k12.nc.us

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 14 YEARS

YEARS OF EDUCATION BA, MA, Educational Specialist (Ed.S)

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

IF YES, PLEASE INDICATE Recreation Advisory Committee

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

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

I have been actively involved in the RAC this year and would like to remain on the Committee to
serve as a liaison between the RAC and Beaufort County Schools, especially during our county's
participation in NC Healthy Places and other health-related grant initiatives. I feel that my contributions to
the Committee have been valuable and I enjoy helping to improve the quality of life in our community.

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

May 1, 2013

Date

Michele Oros

Signature

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

Requested Board Washington Recreation Advisory Committee

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

NAME Joe Taylor

ADDRESS 200 Water Street Washington NC 27889

PHONE (WORK) 252 946 6151 (HOME) 252 946 1305

E-MAIL ADDRESS joe@morrisins.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 65 YEARS

YEARS OF EDUCATION 16 BSBA ECU

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

IF YES, PLEASE INDICATE Washington Recreation Advisory Committee

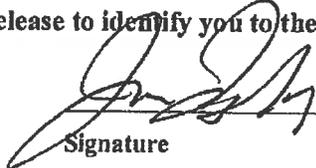
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? NO IF YES, EXPLAIN _____

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

I am a native of Washington and have owned and operated a local business in our community for the past 33 years
For the past 7 years I have been involved in volunteering with the City of Washington working on grass root projects that
involve parks and recreational facilities. This has brought a much better understanding of how vital planning and public input
is to successful recreation programs and facilities. if reappointed my goal would be to continue to work for improvement of quality
of life for all residents and guest of our beautiful city.

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

5-16-13
Date


Signature

Requested Board Parks and Rec Advisory Board

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

NAME Jay MacDonald Hodges

ADDRESS 1567 Water St, Suite 200, Washington, NC 27889

PHONE (WORK) 252 946 0824 (HOME) 252 944 5582

E-MAIL ADDRESS machodges@embaremail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 62 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE Citizens for Revitalization

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

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

I would like to see Havens Gardens remodeled, and the completion of Festival Park.

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

May 17, 2013
Date

Jay MacDonald Hodges
Signature

Requested Board Recreation

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

NAME Mima S. Dixon

ADDRESS 717 Boston Avenue - Washington, NC 27889

PHONE ~~(WORK)~~ ^{Cell} 252-944-8133 (HOME) 252-975-3785

E-MAIL ADDRESS mddixon@embarqmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 46 YEARS

YEARS OF EDUCATION 2 years Secretarial / 4 years college = 6

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

IF YES, PLEASE INDICATE Brown Library

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

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

- Teach "Walk With Ease" an Evidence Based Program at Sr. Center
- Board Member of Sr. Center Partners - a 501C3 assisting Sr. Center • On the Sr. Advisory Committee
- President of Helping Hands Sr. Club that meet at Sr. Center

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

May 2, 2013
Date

Mima S Dixon
Signature

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

- Member of the Order of the Eastern Star - PHA
(Jephtha Chapter #1)
- Member of the Ladies of the Circle of Perfection (Catherine B. Smallwood Court #9) PHA
- Member of Spring Garden Missionary Baptist Church (Sunday School member & member of the Senior Choir)
- Storyteller
Participated in Senior Games
worked with Children in local Day Care Centers and Family Child Care Providers

Requested Board Historic Commission

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

NAME Picott Harrington

ADDRESS 718 W MAIN ST.

PHONE (WORK) 252-495-2575 (cell) (HOME) 252-833-4706

E-MAIL ADDRESS picott.harrington3@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 4 YEARS

YEARS OF EDUCATION B.A. History, UNC-Chapel Hill 1998

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

IF YES, PLEASE INDICATE _____

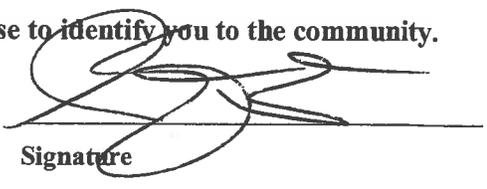
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN _____

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

As a resident of Washington and the downtown historic district, I am interested in playing a role in keeping our town and its historical structures aesthetically pleasing for residents and visitors alike. I have an interest in history and feel that I'd like to help preserve as much of our town's charm and character as possible. I have a construction background and hold a NC general contractor's license. I feel this experience could add to (over)

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

5/17/13
Date


Signature

the board's ability to make decisions concerning approval. Thanks for your consideration.

Requested Board HISTORIC PRESERVATION COMMISSION

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

NAME SETH SHONEMAN

ADDRESS 307 EAST 2ND ST, WASHINGTON

PHONE (WORK) 252-341-4235 (HOME) SAME

E-MAIL ADDRESS CAROLINA GREENWORKS@GMAIL.COM

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 3 YEARS

YEARS OF EDUCATION 12+

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

IF YES, PLEASE INDICATE _____

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

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

I LIVE IN THE HISTORIC DISTRICT AND FEEL IT SHOULD BE PROTECTED AND PROMOTED. I HAVE A CONSTRUCTION BACKGROUND AND ENJOY HISTORIC ARCHITECTURE, I ALSO HAVE A FAMILY THAT LOVES LIVING IN THE CITY AND WANTS MORE FAMILIES TO MOVE INTO THE HISTORIC DISTRICT OF WASHINGTON

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

5/7/13
Date


Signature

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

Requested Board Historic

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

NAME William D Kenner IV

ADDRESS 743 West 2 st

PHONE (WORK) 919-395-8761 (HOME) 252-946-2389

E-MAIL ADDRESS William.D.Kenner@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 9 yr YEARS

YEARS OF EDUCATION Post Gr

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

IF YES, PLEASE INDICATE _____

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

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

I grew up in the first historic dist in Nashville TN my mother was one of the founders of the commission in 1973 spent most of my 45 yr in the south from New Orleans to Washington NC I feel I understand southern charm

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

03/11/2013
Date

William D Kenner IV
Signature

CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

NAME Jackie Hoofard

ADDRESS 3503 Slatestone Rd Wash. NC 27889

PHONE NO. (BUSINESS) 252-948-0000 (HOME) 252-927-4526

EMAIL ADDRESS: jpwpt5@embarqmail.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 1950-1968 (18 yrs) 1993-present (20 yrs)

EDUCATION Washington High School, UNC-A undergrad, Guilford College

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? [X] YES [] NO IF YES, PLEASE INDICATE WTDA

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE:

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION. 19 years as Executive Director of Partnership for the Sounds, a multi-county tourism/education non profit operating 5 facilities.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed. My organization operates the NC Clatsarum in Wash which is the premier tourism attraction in Beaufort City. The WTDA promotes all efforts to improve the visitation climate in Beaufort City. I want to be ->

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

Signature Jackie Hoofard Date 4/9/13

a contributor to improving the business
growth and enhancement of our community.

CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

NAME Pete Bhagat

ADDRESS 405 Cedar Ln, Washington NC 27889

PHONE NO. (BUSINESS) 252 946 4444 (HOME) 252 946 8465

EMAIL ADDRESS: PNBIDR@yahoo.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 9 year

EDUCATION Associate in Bnd, Certified hotel owner, Certified Lodging manager

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE Tourism board

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: _____

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION. I am hotel owner, certified lodging manager, involve with AAHA (member) association

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed. To make better tourism experience in town, offer can offer better picture of hospitality industries to board. Help board to get better idea to bring business to town & lot more.

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

P.W. Bhagat
Signature Date 4/16/13

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME Leesa Payton Jones

ADDRESS 324 East 10th Street Washington NC 27889

PHONE NO. (BUSINESS) _____ (HOME) 609-444-6974

EMAIL ADDRESS: Leesawisdom@aol.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 18 yrs

EDUCATION City University of New York, Philadelphia Community College. Teaching Degree

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE _____

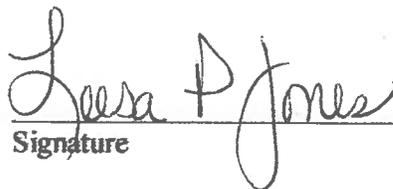
OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: _____

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT
MAKES YOU QUALIFIED FOR THIS POSITION. I have conducted the "African American Walking History Tours"
in Washington for the past 5 years. I have been able to encourage people to attend these tours coming from 10 states. While in Washington,
for the tours or lectures I host, many people make these events a "destination weekend" shopping in Washington stores and staying in
our hotels. Many make return visits to enjoy Washington's water sports, festivals, art exhibits and music events.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of
sheet if additional space is needed. I would like to serve on the WTDA Board because I know first hand Washington has a lot to
offer. I would like to help promote Washington as a first class tourism town. Washington truly has something for everyone. I believe we
can really make Washington shine and equal, if not make even better than the tourism of such cities as New Bern, Elizabeth City and other historical
and culturally diverse locations. I love my home town and I want to promote it as a wonderful place to visit and an even better place to live!

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


Signature

May 14, 2013
Date

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

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME JAYESH PATEL

ADDRESS 916 CAROLINA AVE, WASHINGTON NC

PHONE NO. (BUSINESS) 252-946-6141 (HOME) 252-258-0274

EMAIL ADDRESS: jayeelhunt@yahoo.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 10 Years

EDUCATION B.com. FROTA.

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE _____

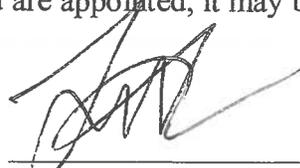
OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: _____

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT
MAKES YOU QUALIFIED FOR THIS POSITION. 10 years of experience
in Hospitality Business.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of
sheet if additional space is needed. I think I can help to
get more occupancy in town.

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


Signature _____ Date 3/25/13

CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

NAME FRED O. WATKINS, III

ADDRESS 306 SUNNYSIDE DR.

PHONE NO. (BUSINESS) 252-943-5005 (HOME) 252-946-1844

EMAIL ADDRESS: FOWATKINS@HOTMAIL.COM

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? _____

EDUCATION BSBA EAST CAROLINA UNIVERSITY

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE WTDA

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: _____
WADA - ECONOMIC RESTRUCTURING COMMITTEE
WADA - MARITIME TEAM - CHAIRMAN

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION.

PREVIOUSLY: ASST. MANAGING MEMBER OF EAST COAST HOSPITALITY
MANAGING 11 HOTELS, CURRENTLY: MANAGING PARTNER
OF EAST CAROLINA HOSPITALITY MANAGING CANDLEWOOD SUITES - GREENVILLE

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed. WASHINGTON HAS BEEN MY HOME ALL MY LIFE. I WANT TO SEE IT DEVELOP. WE HAVE MUCH TO OFFER THE TRAVEL AND TOURISM INDUSTRY. A DIAMOND IN THE ROUGH, WE NEED TO GET THE MESSAGE OUT THERE.

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

Fred O. Watkins, III 3/25/13
Signature Date

June 10, 2013

NOTE: Application will remain on file for six (6) months. Page 99 of 217 Expiration Date _____

Requested Board Tourism Development Authority

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

NAME Richard Andrews

ADDRESS 107 Riley Place

PHONE (WORK) 945-9715 (HOME) _____

E-MAIL ADDRESS richard@tanpamguide.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 3 YEARS

YEARS OF EDUCATION Masters - Natural Resources N.C. State University

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

IF YES, PLEASE INDICATE _____

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

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

As the owner and operator of Tan-Pam Guide Service, a year round fishing charter business based in Washington, I feel that I have a genuine interest in helping to develop Washington as a major tourist destination. I am specifically interested in developing our local natural resources for ecotourism and helping small businesses in our community that could benefit from such a tourism economy.

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

2/1/13
Date

Richard L. Andrews
Signature

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME Paul D. Banta, Jr.

ADDRESS 2085 West 15th Street, Washington, NC 27889

PHONE NO. (BUSINESS) 252-940-4556 (HOME) 252-402-2875

EMAIL ADDRESS: paul.banta@hilton.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 11 months

EDUCATION BBA - Campbell University

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE _____

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: _____

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT
MAKES YOU QUALIFIED FOR THIS POSITION. I have worked in the hospitality industry for over 25 years.
Twelve of these years as a general manager for a variety of brands such as Hilton, Marriott, Choice, InterContinental and Starwood.
I have also previously served on the Monroe, NC Tourism Development Authority.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of
sheet if additional space is needed. As the current manager of the Hampton Inn Washington, I am professionally and
personally interested in the development and growth of tourism in Washington area.

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

Paul D. Banta Jr. 3/21/2013
Signature Date

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

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME Pat (Patricia) K. Mansfield

ADDRESS 587 Blackbeard View, Bath 27808

PHONE NO. (BUSINESS) _____ (HOME) 923-3004

EMAIL ADDRESS: Mansfieldpm@earthlink.net

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 16 years

EDUCATION Educational Institutions ECU & BCCU - life-long

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE Beaufort County Arts Council

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: Master Gardener landscape projects, Co-chaired Maritime Heritage Days (Historic Bath 300th anniversary), president Blackbeard Adventure Alliance Co-chaired "A Private Party" at NC Maritime Historical Council since 2004

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION. Honolulu, Hawaii, cruised the area Florida & the Virgin Islands

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed. Launching the Pamlico Heritage Tour in Beaufort County Proposed Havens Maritime Transportation Commerce Museum East in Historic Fort Washington

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

Patricia K. Mansfield 5/17/13
Signature Date

NOTE: Application will remain on file for six (6) months. Expiration Date June 10, 2013

City of Washington Human Relations Council Application Form

Please submit your completed form to the office of the City Clerk, PO Box 1988,
Washington, NC 27889 or by email cbennett@washingtonnc.gov

Name William O'Pharrow

Address 1004 Van Norden Street

Phone Numbers 946-3798 (Business) 943-7011 (home, cell or both)

Email Address wo'pharrow@MSN.COM

Do you live within the corporate limits of Washington? () yes () no

Have you ever served, or do you currently serve, on a board or commission for the City of Washington? () yes () no

If yes, please indicate the board or commission on which you serve(d).

HRC

Do you anticipate a conflict of interest by serving as a member of the Human Relations Council? () yes () no

If yes, please explain. _____

Please state the reasons why you feel qualified for this appointment.

I feel qualified for this position based on past experiences. I have served as chairman and president of many organizations in my church and my community. I can work within the framework of the mission statement.

Please note that this information will be used by the City Council in making their appointments to the Human Relations Council. If you are appointed, this information may be used in a news release. It will remain on file for one year after its submission.

William O'Pharrow

(Signature)

(Date)

City of Washington Human Relations Council Application Form

Please submit your completed form to the office of the City Clerk, PO Box 1988,
Washington, NC 27889 or by email cbennett@washingtonnc.gov

Name Marisol Barr

Address 1591 East Barr Road Cloverinity

Phone Numbers _____ (Business) 252-946-3948 (home, cell or both)

Email Address mar-y-sol.barr@yahoo.com

Do you live within the corporate limits of Washington? () yes (X) no

Have you ever served, or do you currently serve, on a board or commission for the City of Washington? (X) yes () no

If yes, please indicate the board or commission on which you serve(d).

Human Relations Council

Do you anticipate a conflict of interest by serving as a member of the Human Relations Council? () yes (X) no

If yes, please explain. _____

Please state the reasons why you feel qualified for this appointment.

Member of Governor's Advisory Council on
Hispanic/Latino Affairs.
Member of Domestic Violence Commission

Please note that this information will be used by the City Council in making their appointments to the Human Relations Council. If you are appointed, this information may be used in a news release. It will remain on file for one year after its submission.

Marisol D Barr
(Signature)

May 15, 2013
(Date)

City of Washington Human Relations Council Application Form

Please submit your completed form to the office of the City Clerk, PO Box 1988,
Washington, NC 27889 or by email cbennett@washingtonnc.gov

Name Keisha Jenette

Address 1233 Calf Branch Rd, Washington, NC 27889

Phone Numbers (Business) 402 1853 (home, cell or both)

Email Address kjennette34@gmail.com

Do you live within the corporate limits of Washington? yes () no

Have you ever served, or do you currently serve, on a board or commission for the City of Washington? yes () no

If yes, please indicate the board or commission on which you serve(d).

HRC

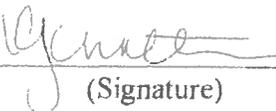
Do you anticipate a conflict of interest by serving as a member of the Human Relations Council? () yes no

If yes, please explain. _____

Please state the reasons why you feel qualified for this appointment.

I have served on the board for one year and feel
that I am just beginning to understand the needs
& benefits of HRC - I would like the opportunity to continue
to serve.

Please note that this information will be used by the City Council in making their appointments to the Human Relations Council. If you are appointed, this information may be used in a news release. It will remain on file for one year after its submission.


(Signature)

5.17.2013
(Date)

Requested Board Animal Control Appeals Board

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

NAME Monica Ferrari

ADDRESS 604 West 2nd Str. Washington

PHONE (WORK) 975-1698 (HOME) same

E-MAIL ADDRESS Ferrarisports07@suddenlink.net

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 5 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE Animal Control Appeals Board + Parks + Recreation

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

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

I would like to continue serving on the Animal Control Appeals Board for another term. I am concerned with the safety of our citizens and their pets that may affect others. As a founder of Washington Off Leash Dog Park, I am very familiar with the behavior of different dogs & their interaction with people.

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

April 17, 2013
Date

Monica Ferrari
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: June 10, 2013
Page 106 of 217

to quality of life to our citizens in Washington & Beaufort

Requested Board Washington Housing Authority

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

NAME Jo-Ann S. Ingersoll

ADDRESS 204 Choptank Drive, Chocowinity NC 27817

PHONE (WORK) n/a (HOME) 252-940-1963

E-MAIL ADDRESS jingersoll4@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 10 YEARS

YEARS OF EDUCATION 14 years (Associate's Degree)

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

IF YES, PLEASE INDICATE currently serving on the Washington Housing Authority Board

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

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

Currently serving on this board. Please refer to the attached email that was sent to Mayor Jennings indicating my desire to remain on this board

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

May 5, 2013

Date

Jo-Ann S. Ingersoll
Signature

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

Good Afternoon Mayor Jennings:

My term as a Commissioner on the Washington Housing Board expires June 30, 2013. I would like to officially notify you of my desire to remain on the Board for another term.

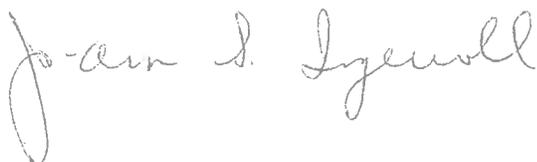
My reasons for this are many. The current Board of Commissioners is a fairly new one with the exception of our resident Commissioner. I have served as Chairperson, Vice-Chairperson, a member of the Executive Committee, and have attended various training sessions. The knowledge I have acquired since joining the WHA in 2006 is a valuable asset to the Board. (I was, also, an employee of MidEast Housing Authority.)

Our effectiveness as a Board is a sum of the Commissioners knowledge and skills. Having a "veteran" Commissioner on the Board, as well as, new Commissioners makes for a Board that has a good philosophy and vision.

My vision for WHA is that we continue to provide safe, affordable housing, and low-income housing to those individuals that are struggling in today's difficult economy. I hope to be able to continue this work.

If you need any additional information from me, please contact me by email or phone (252-944-5105). Thank you for your time.

Jo-Ann S. Ingersoll

A handwritten signature in cursive script that reads "Jo-Ann S. Ingersoll". The signature is written in dark ink and is positioned below the typed name.



WASHINGTON HOUSING AUTHORITY

P.O. Box 1046 • 809 Pennsylvania Avenue • Washington, NC 27889

(252) 946-0061 • Fax (252) 975-1279

www.whamerha.com

April 15, 2013

Mayor Archie Jennings
City of Washington
PO Box 1988
Washington, NC 27889

RE: WHA Board of Commissioners

Dear Mayor Jennings:

Mrs. Jo-Ann Ingersoll's term as Commissioner of the Washington Housing Authority will expire on June 30, 2013.

Mrs. Ingersoll is dedicated to the work of the Washington Housing Authority and her attendance is outstanding. She has indicated a willingness to serve again, if reappointed.

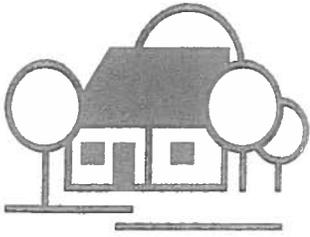
Thank you for your consideration.

Sincerely

Marc A. Recko
Executive Director

cc: Jo-Ann Ingersoll





Washington Housing Non-Profit, Inc.

P.O. Box 1046 • 809 Pennsylvania Avenue • Washington, NC 27889
(252) 946-0061 • Fax (252) 975-1279

April 15, 2013

Mayor Archie Jennings
City of Washington
PO Box 1988
Washington, NC 27889

RE: WHA Board of Commissioners

Dear Mayor Jennings:

Mrs. Yvonne Saleem term as Commissioner of the Washington Housing Authority will expire on June 30, 2013.

Mrs. Saleem is very involved in the community and the work of the Washington Housing Authority. She has indicated a willingness to serve again, if reappointed.

Thank you for your consideration.

Sincerely

A handwritten signature in black ink, appearing to read 'Marc A. Recko'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Marc A. Recko
Executive Director

cc: Yvonne Saleem



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi Roberson, Manager Parks & Recreation
Date: June 10, 2013
Subject: NCDENR Adopt-A-Trail Grant
Applicant Presentation: N/A
Staff Presentation: Kristi Roberson

RECOMMENDATION:

I move that City Council adopt a Grant Project Ordinance for the NCDENR Adopt-A-Trail Grant.

BACKGROUND AND FINDINGS:

NCDENR has approved the City's application for the Adopt-A-Trail Grant to acquire and install an AccuDock kayak launch facility at the Havens Gardens Boat Ramp for the Pamlico-Tar-Blueway System. There is no City match required.

PREVIOUS LEGISLATIVE ACTION

Grant application.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Grant Approval Letter.
Memo from NCWRC.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: CRS Date 6/10/13 Concur YMM Recommend Denial _____ No Recommendation _____

**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 10th day of June, 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

1601 Mail Service Center, Raleigh, North Carolina 27699-1601
Phone: 919-707-8600 \ Internet: www.ncdenr.gov

An Equal Opportunity \ Affirmative Action Employer - 50% Recycled \ 10% Post Consumer Paper

June 10, 2013
Page 114 of 217



☒ North Carolina Wildlife Resources Commission ☒

Gordon Myers, Executive Director

MEMORANDUM

TO: Kristi Roberson
City of Washington, Parks & Recreation Department Manager

FROM: Sara Sherman
Division of Engineering Services 

DATE: May 14, 2013

RE: Canoe launch dock at Havens Garden BAA

This memo serves to document our phone conversation regarding installation of a canoe/kayak launch dock at Havens Garden BAA by the City of Washington. NCWRC has no objections to this development. It was also confirmed that the proper CAMA Permit Modification has been received.

SS

DIVISION OF ENGINEERING SERVICES

Mailing Address: 1720 Mail Service Center • Raleigh, NC 27699-1720

Office Location: 1751 Varsity Drive • Raleigh, NC • **Telephone:** (919) 707-0150 • **Fax:** (919) 707-0162

June 10, 2013
Page 115 of 217

Permit Class

MODIFICATION/MINOR

Permit Number

90-09

STATE OF NORTH CAROLINA
Department of Environment and Natural Resources
and
Coastal Resources Commission

Permit

for

Major Development in an Area of Environmental Concern
pursuant to NCGS 113A-118

Excavation and/or filling pursuant to NCGS 113-229

Issued to City of Washington, c/o Phil Mobley, PO Box 1988, Washington, NC 27889

Authorizing development in Beaufort County on Runyon Creek, at Havens Garden Park
on NC 32 in the City of Washington, as requested in the permittee's letter dated 12/2/2010, including the
attached workplan drawing (6), 1 dated 7/26/10, 2 dated 8/1/10, 1 dated 12/15/10 and 2 dated 7/8/10

This permit, issued on February 1, 2011, is subject to compliance with the application (where consistent with the permit), all applicable regulations, special conditions and notes set forth below. Any violation of these terms may be subject to fines, imprisonment or civil action; or may cause the permit to be null and void.

- 1) Unless specifically altered herein, this minor modification authorizes the construction of a kayak launch, all as expressly and specifically set forth in the attached work plan drawing. No other structure, whether floating or stationary, shall become a permanent part of this kayak launch without permit modification. No non-water dependent uses of structures shall be conducted on, in or over public trust waters without permit modification.
- 2) No attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the authorized work.
- 3) The permittee shall maintain the authorized work in good condition and in conformance with the terms and conditions of this permit. The permittee is not relieved of this requirement if he abandons the permitted activity without having it transferred to a third party.

(See attached sheet for Additional Conditions)

This permit action may be appealed by the permittee or other qualified persons within twenty (20) days of the issuing date. An appeal requires resolution prior to work initiation or continuance as the case may be.

This permit must be accessible on-site to Department personnel when the project is inspected for compliance.

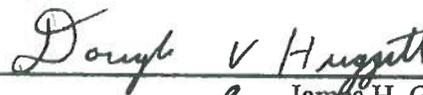
Any maintenance work or project modification not covered hereunder requires further Division approval.

All work must cease when the permit expires on

June 27, 2015

In issuing this permit, the State of North Carolina agrees that your project is consistent with the North Carolina Coastal Management Program.

Signed by the authority of the Secretary of DENR and the Chairman of the Coastal Resources Commission.



for **James H. Gregson, Director**
Division of Coastal Management

This permit and its conditions are hereby accepted.

Signature of Permittee

ADDITIONAL CONDITIONS

- 4) This permit does not authorize the interference with any existing or proposed Federal project, and the permittee shall not be entitled to compensation for damage to the authorized structure or work, or injury which may be caused from existing or future operations undertaken by the United States in the public interest.
- 5) The permittee shall install and maintain at his expense any signal lights or signals prescribed by the U.S. Coast Guard, through regulation or otherwise, on the authorized facilities. At a minimum, permanent reflectors shall be attached to the structure in order to make it more visible during hours of darkness or inclement weather.
- 6) This minor modification shall be attached to the original of Permit No. 90-09, which was issued on 7/6/09, and copies of both documents shall be readily available on site when Division personnel inspect the project for compliance.
- 7) All conditions and stipulations of the active permit remain in force under this minor modification unless specifically altered herein.

NOTE: This permit does not eliminate the need to obtain any additional state, federal or local permits, approvals or authorizations that may be required.

NOTE: The expiration date of this permit has been extended in accordance with Session Law 2009-406, and amended by Session Law 2010-177.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi Roberson, Manager Parks & Recreation
Date: June 10, 2013
Subject: Approve amendments to City of Washington Bicycle Plan
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council approve the attached amendment to the City of Washington NCDOT Bicycle Master Plan Contract.

BACKGROUND AND FINDINGS:

Section 2, paragraph #2 - revised to extend the length of the contract.

Section V, paragraph #2 – previous recommended revisions were left of the contract.

PREVIOUS LEGISLATIVE ACTION

On May 26, 2011 The City was awarded the NCDOT Bicycle Planning Grant in the amount of \$28,000. The City accepted the NCDOT Bicycle Planning Grant on August 8, 2011. The City’s match is \$7,000 for a grant total of \$35,000.

The Washington Recreation Advisory committee, at their January 17, 2012 meeting unanimously recommended to contract with Mid-East Commission to write the NCDOT Bicycle Master Plan for the City of Washington. This project has a completion date of July 1, 2013.

May 26, 2011 City awarded NCDOT Grant \$28,000
 August 8, 2011 City Accepted NCDOT grant \$28,000
 City Adopt Budget Ordinance Including Match of \$7,000

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Revised Contract

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Date 6/10/2013 MM Concur/Recommend Denial No Recommendation

**FIRST AMENDMENT TO
MID-EAST COMMISSION CITY OF WASHINGTON
COMPREHENSIVE BICYCLE PLAN SERVICES CONTRACT**

This First Amendment to Mid-East Commission City of Washington Comprehensive Bicycle Plan Services Contract (hereinafter referred to as "First Amendment to Contract") is made and entered into effective as of June 10, 2013, by and between the City of Washington (hereinafter referred to as "City" or "Council") and the Mid-East Commission (hereinafter referred to as "Commission"), collectively referred to as "Parties".

WITNESSETH

WHEREAS, the City and Commission are parties to the Mid-East Commission City of Washington Comprehensive Bicycle Plan Services Contract (hereinafter referred to as the "Contract") dated March 12, 2012, a copy of which Contract is attached hereto and incorporated herein by reference as if fully set forth; and

WHEREAS, the Parties hereto and thereto desire to amend said Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties amend the Contract as follows.

1. Section 2, Length of Contract, is hereby deleted in its entirety and shall be replaced in its entirety by the following to read as follows.

2. Length of Contract

The work required of the Commission hereunder shall commence on or after the 13th day of March, 2012; afterwhich, the Commission shall proceed with due diligence and shall use its best efforts to undertake and complete said work in accordance with the sequence of events and schedule set forth in the Scope of Services in order to ensure that the Council completes the project, as that term is defined in the Agreement between the North Carolina Department of Transportation and the Town of Washington dated July 6, 2011 and having a TIP# of M-0371 (hereinafter referred to as the "Agreement"), within the time frame, as the same may be extended, required by, and consistent with terms and conditions of, said Agreement, the terms and conditions of which Agreement are incorporated herein by reference as if fully set forth.

2. The second paragraph of Section 5, Termination of Contract for Cause, is hereby deleted in its entirety. Said paragraph, which is hereby deleted, read as follows.

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

3. As amended by this First Amendment to Contract, and by necessary implication, all of the other terms and conditions of the Contract shall remain in full force and effect, but shall be read and interpreted in such a manner so as to incorporate and effectuate this First Amendment to Contract.

IN WITNESS WHEREOF, each party to this First Amendment to Contract has caused it to be duly and properly executed in duplicate originals as of the day and year first above written as evidenced by the duly authorized signatures below.

This First Amendment to Contract has been pre-audited pursuant to NCGS § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

Matt Rauschenbach
Chief Financial Officer
City of Washington

Date

CITY OF WASHINGTON

By: _____ (SEAL)
The Honorable N. Archie Jennings, III
Mayor

ATTEST:

CYNTHIA S. BENNETT, City Clerk

MID-EAST COMMISSION

By: _____ (SEAL)
Timmie Baynes, Executive Director

ATTEST:

_____, _____ (SEAL)

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

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, Grantee, a North Carolina municipal corporation, 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 NORTH CAROLINA
COUNTY OF BEAUFORT**

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of the MID-EAST COMMISSION, and as the act of the commission, the foregoing instrument was signed in its name by TIMMIE BAYNES, its Executive Director, sealed with its corporate seal and attested by himself/herself as its _____.

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

NOTARY PUBLIC

My Commission Expires: _____

MID-EAST COMMISSION

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

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

WITNESSETH

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

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

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

1. **Employment and Scope of Work**

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

2. **Length of Contract**

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

3. **Assignability**

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

4. **Compensation and Method of Payment**

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

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

5. Termination of Contract for Cause

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

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

6. Changes

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

7. Records

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

8. Access to Records

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

9. Interest of Contractor

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

10. Findings Confidential

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

11. Complete Agreement

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

12. Applicable Laws

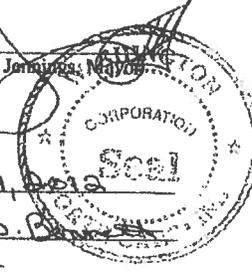
The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

13. Property Rights

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

By: Cynthia S. Davis
Firm Way, Executive Director
Mid-East Commission

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



Date: March 20, 2012

Date: March 14, 2012

Attest: Tandra Roberts

Attest: Cynthia S. Davis
City Clerk

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

Signed: [Signature]
Finance Officer

EXHIBIT A
SCOPE OF SERVICES

Task 1: Base Data Collection

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

Task 2: Organization Meeting with City Staff

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

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

Task 3: Field Work

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

Task 4: Existing Conditions Map and Inventory

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

Project Inventory shall include:

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

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

Task 5: Advisory Committee Meeting I

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

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

Task 6: Stakeholder Interviews

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

Task 7: Open House I

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

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

Task 8: Advisory Committee Meeting II

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

Task 9: Preparation of Draft Bicycle Master Plan

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

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

Task 10: Open House II

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

Task 11: Advisory Committee Meeting III

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

Task 12: Review of Draft Bicycle Plan

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

Task 13: Plan Revision and Final Assembly

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

Task 14: Plan Adoption

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

Task 15: Final Delivery

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

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

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

Bicycle or Pedestrian Plan Steering Committee

General categories for representation:

- Relevant Planning staff Mr. Steve Moler, 948-3888
- Police Chief (or their designee) Lt. Cliff Hale, 948-9436
- Public Works Director Mr. Allen Lewis 975-9332
- Local council member (Open)
- Medical facility or health representative Mrs. Kelli Russell 946-1902
- Elderly person possibly from retirement center/community Mr. Jim Coke 833-4737 cell
- Chamber or downtown business or major employer Mrs Catherine Glover 946-9168
- School system representative Ms. Michele Oros 414-7000 cell
- Major community representative (someone who can speak for a large sectors of the community) Mrs. Beth Byrd 946-3969
- YMCA and other community physical activity-centered organizations Mr. Austin Thomas 945-1331 cell
- A couple of long-time (well known) town residents that could represent the mixed demographic of the local community 1) Mr. Arnold Barnes 975-7921 2) Mrs. Monica Ferrari 975-1698
- A knowledgeable bicycle or pedestrian advocate (depending upon which type of plan you are creating): someone who is already a strong active voice for bicycle or pedestrian needs. Very important. Mr. Bob Henkel 917-2117 Jonathan Kuhn 943-6779
- Any other special populations
 Ms. Kristi Hardison 975-9367 x 223 Pk& & Rec Dept.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Glen Moore, Planning Administrator
Date: May 30, 2013
Subject: Resolution fixing date for public hearing on the contiguous annexation of the Wimco, Inc. property.
Applicant Presentation: N/A
Staff Presentation: John Rodman/Glen Moore, Planning and Development

RECOMMENDATION:

Adopt the resolution fixing the date for a public hearing on the contiguous annexation of the Wimco, Inc. property located on Carolina Avenue and containing 2.16 acres.

BACKGROUND AND FINDINGS:

When an annexation petition is received, the City Council must direct the Clerk to investigate the sufficiency of the petition. Upon making an investigation, the Clerk shall certify the results to the governing body. Upon receipt of the Clerk's certificate, the City Council shall fix a date for a public hearing on the annexation. Notice of the public hearing must be published once in the newspaper at least ten (10) days before the date of the hearing.

PREVIOUS LEGISLATIVE ACTION

On May 13, 2013 City Council adopted a resolution directing the Clerk to investigate the petition presented for a non-contiguous annexation.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached resolution, map & Certificate of Sufficiency

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Date Concur [Signature] Recommend Denial _____ No
 Recommended Date June 10, 2013 Date

CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Washington, North Carolina;

I, Cynthia Bennett, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

In witness whereof, I hereunto set my hand and affixed the seal of the City of Washington, this 30th day of May, 2013.



Cynthia Bennett, City Clerk

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

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

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

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

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, June 10, 2013.

Section 2. The area proposed for annexation is described as follows:

Being 2.16 acres of land noted on the survey "Extension of Corporate Limits City of Washington" by Bartlett Engineering dated April, 2013 and being located in Washington Township, Beaufort County North Carolina and being more particularly described as follows;

See Attached Map

Together with and subject to covenants, easements and restrictions of record. Said property to be annexed contains 2.16 acres.

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

N. Archie Jennings III, Mayor

ATTEST:

Cynthia Bennett, Clerk

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 $S70^{\circ}31'55''W$ 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 $N18^{\circ}47'29''W$ a distance of 300.12' to an existing railroad iron, thence $N18^{\circ}49'58''W$ a distance of 147.73' to a point at the center of an existing canal, thence $N53^{\circ}25'50''E$ a distance of 41.64' to a point, thence $N47^{\circ}38'12''E$ a distance of 102.85' to a point, thence $N51^{\circ}56'18''E$ 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 $S18^{\circ}49'51''E$ a distance of 220.43' to an existing iron pipe, thence $S18^{\circ}49'51''E$ 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.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Community & Cultural Services Director
Date: May 13, 2013
Subject: Administrative Agreement Oak Ridge Metal Works CDBG
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the Mayor to enter into an administrative agreement with the Mid-East Commission to administer the Oak Ridge Metal Works CDBG grant.

BACKGROUND AND FINDINGS:

The Mid-East Commission will administer this grant for the building reuse project.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Agreement

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review: 6/5 Date Concur: [Signature] Recommend Denial _____ No Recommendation _____

ADMINISTRATIVE AGREEMENT
BETWEEN
THE CITY OF WASHINGTON AND
MID-EAST COMMISSION
FOR THE OAK RIDGE METAL WORKS
COMMUNITY DEVELOPMENT BLOCK GRANT-
BUILDING REUSE PROJECT

This Agreement, entered into on this the 21st day of May, 2013, by and between the City of Washington (hereinafter called the "Local Government"), and Mid-East Commission (hereinafter called the "Commission") and WITNESSETH THAT:

WHEREAS, the Commission is empowered to provide planning assistance by the N.C. General Statutes and by resolution passed by the Planning Agency on April 27, 1972. Technical assistance shall consist of the provision of services as described in Attachment A to this Agreement; and

WHEREAS, the Local Government has requested the Commission to provide such technical planning assistance to the Local Government; and

WHEREAS, the Commission desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Commission will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, Government requests or approved travel related to the Local Government's grant program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.
The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Commission.
3. **Compensation.** The Local Government agrees to pay the Commission a lump sum amount of \$25,000 (twenty five thousand dollars) to administer the grant as outlined in the Scope of Services attached to this Contract. This amount will be billed beginning on or about June 1, 2013 until the termination of the grant. The Commission will be compensated \$5,000.00 for obtaining release of funds, which is part of the maximum contract amount.

It is expressly understood and agreed that the total compensation shall not exceed the maximum sum specified without prior approval of both agencies.

4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Commission a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. **Time of Performance.** The Commission shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning on or about May 21st, 2013 and ending at grant closeout which is estimated to be around May, 2016.
6. **Conflict of Interest, Interest of Members, Officers, or Employees of the Commission, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Commission or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with program assisted under this Agreement. Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Commission shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
10. **Access to Records and Record Retainage.** All official project records and documents must be maintained during the operation of this project and for a period of three years following close-out, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping. The NC Department of Commerce, US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Commission which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.

11. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Commission a sum in the amount of \$100 per month for any subsequent months until completion.
12. **Termination of Agreement for Cause.** If, through any cause, the Commission shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Commission shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
13. **Assignability** There parties hereby agree that they may not assign their obligations under this Agreement without written permission of the other party. The Council shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Town, or unless specifically contained in the Scope of Work attached hereto.
14. **Grantee Assurances.** In the performance of this Agreement, the Commission shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause and the Section 3 Clause (Attachments B and C).

IN WITNESS WHEREOF, the Commission and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:

By: _____
 Archie Jennings, Mayor
 City of Washington

COMMISSION:

By: Timothy M. Baynes
 Timothy M. Baynes, Executive Director
 Mid-East Commission

WITNESS

WITNESS

Janet E. Dodge, Jr.

Pre-audit Statement

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

By: _____
 Local Government Finance Officer

ATTACHMENT A
SCOPE OF SERVICES
CITY OF WASHINGTON
GRANT MANAGEMENT ASSISTANCE
OAK RIDGE METAL WORKS CDBG-BR PROJECT
WORK PROGRAM/BUDGET
May 21, 2013 – May 21, 2016

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the Agreement concerning grant administration activities by the Mid-East Commission for the City of Washington.

Kevin Richards, or designee, will be responsible for administering this project.

Work Program

Professional services necessary to administer all aspects of the project will include but not be limited to the following:

- Administration and coordination of all activities involved in the Oak Ridge Metal Works CDBG BR Project.
- Set-up and maintenance of all building reuse project files and records in accordance with program and audit guidelines.
- Preparation and submission of reimbursement requests.
- Develop forms to meet State CDBG requirements to document CDBG activities from start to finish.
- Coordination of the building reuse program with federal, state and local officials.
- All items related to Davis Bacon requirements.
- Coordination of all fiscal and legal activities relating to the building reuse program.
- Preparation and submission of all financial reports.
- Conducting project close-out and representing the City of Washington at audits and monitoring visits. This does not assume, however, responsibility for payment of fees levied by auditors or accountants.

The City of Washington will be responsible for the following:

- Adequate office space including utilities.
- Direct payment of CDBG funds for legal and audit services and general administrative costs.
- All administrative costs not specifically identified as MEC responsibilities.

Time of Performance

The Mid-East Commission will complete all activities involved in administration of this project in an approximately 36-month period beginning on or about May 21, 2013 and ending on or about May 21, 2016.

Budget

The Mid-East Commission will provide administrative services for a lump sum fee of \$25,000.

Assurances

Assurances are attached as a part of the Agreement.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Mid-East Commission.

ATTACHMENT B - ASSURANCES OF COMPLIANCE

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

LOBBYING CLAUSE

Required by Section 1352, Title 31, US Code

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi Roberson, Manger, Parks and Recreation
Date: June 10, 2013
Subject: Approve Fee Change for Semi Annual Dockage
Applicant Presentation: None
Staff Presentation:

RECOMMENDATION:

I move that the Fee for the Semi Annual Dock Lease be changed from \$1,440 for 6 months to \$1,525 for six months.

BACKGROUND AND FINDINGS:

There was a typo in the 2013/2014 City of Washington Fee Manual that prevented the necessary incremental change to the Semi Annual Dock Lease to be in line with the other fee increases.
Changing the Fee to \$1,525 will correct that error.

PREVIOUS LEGISLATIVE ACTION

May 20, 2013 – 2013/2014 Budget was Approved

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Page 95 of the 2013/2014 City of Washington Fee Manual

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Date Concur *MM* Recommend Denial _____ No Recommendation _____

Water Front Docks

Definitions/Comments - Miscellaneous services provided at the Water front docks as described below

Fees Charged – all payable in advance:

Daily Dockage (6 hours maximum)	\$7.50
Monthly Dock Lease	\$275 per month
Quarterly Dock Lease	\$775 per quarter
Semi-Annual Dock Lease	\$1,440 for 6 months
Annual Dock Lease	\$3,000 annually
Transient Dockage	\$1.25 per foot, per day
Sewage Pump Out	\$3 per pump out
Waterfront Concessions (ice, beverages, ect.)	Cost plus a customary markup
Stays longer than 48 hours on free docks	\$.75 per foot per day

(a) *Free docking.* No vessel shall remain at such mooring for a period in excess of forty-eight (48) hours in seven (7) days along the main bulkhead (not T docks) having no water or electrical usage, without special permission from the City Manager or designee.

(b) *Commercial vessels.* A monthly fee will be negotiated by the City Manager, or his designee, with commercial vessels that bring value to the community (non-fishing vessels).

(c) *Rules and regulations.* All persons utilizing the Waterfront must comply with the "Rules and Regulations for Washington Waterfront Docking." A copy of rules and regulations can be obtained from the office of Parks and Recreation.

Revenue Code – 10-40-3612-4106 Boat Slip Rentals
10-40-3612-4108 Waterfront Fees
10-40-3612-4109 Waterfront Concessions

Previous Legislative Reference - (Code 1972, § 26-3; Code 1993, § 11-84; Ord. No. 02-14, 8-12-2002; Ord. No. 02-19, 10-7-2002; Ord. No. 06-19, § 1, 6-19-2006)



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi Roberson, Parks and Recreation Manager
Date: June 10, 2013
Subject: Approves and Authorizes the Manager of Parks and Recreation or her designee to execute the Waterfront Docking Agreement for Little Washington Sailing School, Inc.

Applicant Presentation: None
Staff Presentation: None

RECOMMENDATION:

I move City Council Approves and Authorizes the Manager of Parks and Recreation or her designee to execute the Waterfront Docking Agreement for Little Washington Sailing School, Inc.

BACKGROUND AND FINDINGS:

In March of this year the Waterfront Docks entered into a docking agreement with Downtown Washington on the Waterfront, Inc. d/b/a Washington Harbor District Alliance d/b/a The Little Washington Sailing School.

In May, The Little Washington Sailing School announced they have received its 501(c) 3 non-profit status and no longer has a need to be affiliated with WHDA.

The Little Washington Sailing School is, therefore, requesting a new docking agreement between Little Washington Sailing Scholl, Inc. and Waterfront Docks.

No other substantive changes were made in the agreement.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Docking Agreement

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Date Concur [Signature] Recommend Denial _____ No Recommendation _____

**NORTH CAROLINA
BEAUFORT COUNTY**

WATERFRONT DOCK AGREEMENT

THIS AGREEMENT, is made and entered as of the 1st day of April, 2013, by and between the City of Washington, North Carolina (hereinafter referred to as "Waterfront Docks") and Little Washington Sailing School, Inc. (hereinafter referred to as "School"). For and in consideration of \$1.00 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, Waterfront Docks and School agree as follows.

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

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

b. **BOAT AND OWNER IDENTIFICATION AND CONTACT INFORMATION.**

Name of Boat: No Name Primary Vessel	Make: Avon	Model: Center Console		
Year: _____	Registration/Documentation # NC 8960DH	Length: 14'	Beam: _____	Draft: 18"
Owner's Address: 102 E. 2 nd St., P.O. Box 1865, Washington, NC	Social Security No.: N/A			
Work Phone: Kevin Clancy - 252-402-7878	Home Phone: Kevin Clancy - 252-945-4030			
Emergency Phone: Dot Moate - 252-975-6309	Email: kevinclancy@gmail.com			
Insurer: First Flight Insurance Group	Policy #: SA01607-RI-10581	Insurer's Phone: _____		

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

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

a. School shall require all students in its Program to execute and return a release and indemnification in a form satisfactory to

June 10, 2013

Waterfront Docks prior to commencement of any activity related to the Program.

3. **TERM.** School may utilize Fixed Dock for a twelve (12) month term, beginning on the 1st day of April, 2013 and ending on the 31st day of March, 2014. Either party may terminate this Agreement, with or without cause, upon thirty (30) days notice. Upon expiration or termination of this Agreement, School shall remove said Floating Dock and Vessels from Fixed Dock within ten (10) days. Should School fail to relocate Floating Dock and Vessels within the time allowed, Waterfront Docks shall have the right to relocate the Floating Dock and Vessels from the Fixed Dock, including but not limited to placing them at anchorage or storing them on land, and receive reimbursement and indemnification from School for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (herein referred to as "Rules") _____.

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

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

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

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

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

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

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

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

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

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

a. Commercial General Liability Insurance, including general marine liability, products and completed operations liability, personal and advertising liability, and P&I liability coverage at a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

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

11. **WAIVER OF SUBROGATION.** School releases and relieves Waterfront Docks and waives School's entire rights of recovery against Waterfront Docks for loss or damage arising out of or incident to any of the perils insured against under this Agreement as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy School might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. School shall give notice to its insurance carriers that this waiver of subrogation is contained in this Agreement and cause the carriers to accept this waiver of subrogation, to the extent permissible by applicable law.

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

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

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

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

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

a. Notwithstanding anything herein or anything contained in the Rules to the contrary, Floating Dock, gangway and Vessels must be removed when the Pamlico area is placed under a NOAA weather warning in accordance with Rule 21 of the Rules.

b. Notwithstanding anything herein or anything contained in the Rules to the contrary, with the exception of School Vessels, there shall be no storage of any items of any kind upon the Fixed Dock or Floating Dock without advance permission from Waterfront Docks.

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

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

b. School violates any rule or regulation of Waterfront Docks.

c. School violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

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

19. **REMEDIES.** SHOULD SCHOOL FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, WATERFRONT DOCKS MAY INSTITUTE ANY ACTION, SUIT OR PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR TO COLLECT ANY AMOUNTS DUE HEREUNDER, AND WATERFRONT DOCKS SHALL BE ENTITLED TO REIMBURSEMENT FROM SCHOOL FOR ALL COSTS AND EXPENSES REASONABLY INCURRED IN ENFORCING ITS RIGHTS

HEREUNDER, INCLUDING BUT NOT LIMITED TO, COLLECTION OF ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES.

20. **INDEMNIFICATION.** School does for itself, its agents, successors, assigns, customers, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City of Washington, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, attorneys, insureds, successors, and assigns, and each of them, respectively, of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, attorneys' fees, and consequential, general, special, and punitive damages or liabilities, known or unknown, on account of, or in any way related to or growing out of this Agreement, including but not limited to School's operation of the Program, School's sailing instruction operation and/or School's use of the Fixed Dock and waterfront docks. It is the intent and understanding of the parties that this indemnification shall include but not be limited to 1) any injury, including death, to any person, 2) any claim arising from any accident, fire, or casualty from any cause whatsoever, including negligence, and 3) any claim of School's participants, customers, invitees, guests, and/or boarders of the Vessels caused by, related to, or arising from School's use of the Fixed Dock, School's Program or the contemplated sailing instruction operations or this Agreement.

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

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

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

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

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

LITTLE WASHINGTON SAILING SCHOOL, INC.

CITY OF WASHINGTON

By: _____ (SEAL)

By: _____ (SEAL)

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Rules and Regulations For Washington Waterfront Docking

1. All vessels must register with the dock attendant ("Management") upon arrival to the Washington Waterfront Docks ("the Waterfront"). "Management" may also refer to the City of Washington ("City") where required by context.
2. Major repairs of such extent and nature as are normally performed at boat yard facilities, including but not limited to rebuilding or replacing engines, and the sanding, painting, or refinishing of any portion of a boat, shall not be performed at or near a slip or the Waterfront. No other type of work may be performed at or near a slip or the Waterfront unless the boat owner obtains advance approval from Management and the contractor who intends to perform such work satisfies Management that the contractor possesses adequate insurance coverage.
3. Boat owner shall not make any alterations, additions or improvements in or to a slip, the Waterfront or to any adjacent common area without prior written approval from Management. In addition, no dock boxes, steps or any other objects can be installed or kept on the docks or piers without the written consent of Management. No flammable materials, cleaners or pollutants may be kept on the docks or piers. Shore power cables, hoses, dock lines or any other connecting apparatus between the dock and a boat owner's vessel must be kept safely clear of both the passageway on the dock or pier and clear of the fairway to adjacent slips.
4. At all times when on the Waterfront property, or on any boat therein, boat owners shall conduct themselves so as to not violate any City Ordinance nor to create any annoyance, hazard, or nuisance at or to the Waterfront, other boat owners, their guests or other patrons of the Waterfront. Boat owners further accept responsibility for insuring like conduct of their guests, crew or any others in their company.
5. Absolutely no pollutants, including but not limited to sewage, oil, or fuel, will be dumped, pumped or allowed to run into the waters surrounding the Waterfront. All sewage shall be disposed of at the proper facility for such purpose.
6. No swimming, diving or crabbing is permitted at the Waterfront.
7. No advertising or soliciting, including "For Sale" signs, is permitted on any boat or slip at the Waterfront without prior written consent of Management.
8. Vessels may tie to a Waterfront dock only by the cleats or pilings provided for such purpose. No vessel nor any other gear or items may be tied to any other structure, fixture or point along the Waterfront.
9. No commercial vessels may be berthed at the Waterfront and no commercial transactions shall be permitted from the Waterfront without the prior written consent of Management. Soliciting of any kind for any purpose is prohibited without prior written consent of Management.
10. Open fires for cooking, grilling or for any reason are strictly prohibited on the piers and docks at the Waterfront. Boat owners accept liability for any open flames aboard their vessel that may, directly or indirectly, endanger other vessels, docks, piers or any other property at the Waterfront.
11. Laundry is not to be hung from a vessel or the docks.
12. Pets must be leashed at all times when not aboard a vessel. No pets are allowed on the wetland boardwalk.
13. To be berthed at the Waterfront, a vessel must be registered or documented, identified, marked, equipped and maintained as required by law and safe practice. At all times, vessels berthed at the Waterfront must be in a clean, seaworthy, sanitary, fully operational condition, dry within, and regularly repaired and maintained. No vessel berthed at the Waterfront shall be an eyesore or constitute a fire, safety, sinking or pollution hazard. Any vessel considered to be unsafe; a pollution hazard; threatening to the dock structure, other vessels, or to people; inappropriately sized or shaped; or whose watertight integrity is questionable will be required to vacate the Waterfront.
14. Unsafe conditions or practices on the Waterfront or aboard a vessel are prohibited. Such conditions must be corrected or practices terminated or the responsible party and/or the vessel must vacate the Waterfront at the discretion and direction of Management.
15. Slips, piers, docks, and surrounding areas shall be kept clean, clear and trash free. No garbage, trash or any other materials in violation of MARPOL 73/78 regulations, as may be amended, will be thrown overboard. Shore disposal receptacles intended for that purpose will be utilized.
16. Consumption of alcoholic beverages is prohibited on the Waterfront except while aboard a vessel.
17. Management reserves the right to have raised and repaired at the owner's expense any vessel which sinks for any

reason while at the Waterfront _____.

18. NO REFUNDS will be given.

19. All boats must have an assigned space. Except for slips that are governed by a Waterfront Docking Agreement, assigned spaces are subject to change in Management's discretion. Additional boats, regardless of type or size, are not permitted to be placed on the walkways, docks, or finger piers, tied alongside another boat or placed on shore. Rafting will only be allowed in conjunction with special events authorized by Management.

20. Refueling any vessel by any means (including portable gas cans) is prohibited at the Waterfront unless consented to by Management and approved by the Fire Marshal. See Section 2210.4 of the Fire Code, as may be amended.

21. Boat owners shall, in times of unusual, predictable water surges, such as a tropical depression or hurricane, move their boats from the Waterfront, including slips, within a reasonable period of time after the Pamlico Sound area is given a NOAA Weather Warning Condition. If a boat owner fails or refuses to remove their boat within said reasonable period of time, Management shall have the right, but not the obligation, to relocate a boat and the owner of any boat that is relocated shall reimburse and indemnify the City as more specifically provided for herein and not hold the City, its representatives, agents, or contractors liable or responsible for damages done to a boat during relocation, subsequent mooring, or anchorage; during a storm; or any incident thereafter _____. Should conditions prohibit any movement of a boat from the Waterfront, including a slip, boat owners assume all liability for any damages suffered to the property, pier, or other facilities of the City. In addition to all of the other liabilities and obligations of boat owners to the City set forth in these Rules and Regulations and any Waterfront Docking Agreement that may be applicable, boat owners shall pay the City for any and all damages suffered by the City as a result of any damage caused by a boat owner or their boat to the City's property, including but not limited to the Waterfront, slip, docks, pilings, bulkhead, utility lines, and any other real or personal property in which the City has an interest. As used herein, damages include all damages which the City may suffer, including but not limited to property damage, business interruption damage, loss of rentals, personal injury, and any other damages, including incidental and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or incurred in whole or in part by the negligence of the City or its agents, representatives, employees, invitees, partners, or any other person, firm or entity.

22. Live-aboards are not permitted except in the case of

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transient vessels.

23. If the owner of a vessel tied to the Waterfront cannot be determined or if the owner refuses to sign a registration form, transient dockage fees will immediately and automatically be applied and shall be assessed in the event the owner is identified. Non-payment of such fees within 90 days will cause the vessel to be declared "abandoned".

24. Any action, including but not limited to relocation of a boat, installing mooring lines, pumping a boat, or similar services, concerning a boat deemed by Management as necessary to be taken, or otherwise authorized to be taken pursuant to these Rules or a Waterfront Docking Agreement, may be taken by Management or a third party at Management's direction. It is expressly understood that Management shall not be liable to a boat owner if for any reason Management fails to take any such action under any circumstance. Boat owners expressly indemnify and hold harmless Management from any and all claims that may arise from Management taking any action contemplated hereby. In the event Management takes any such action contemplated hereby, boat owners shall reimburse Management for the labor, materials, and related expenses associated with such action at the prevailing Management's rates or market rates, if applicable, within ten (10) days upon receipt of a bill for such expenses. In the event a third party takes any such action contemplated hereby at Management's direction, boat owners shall be responsible for and pay the cost charged by said third party within ten (10) days upon receipt of a bill for such charges. Management shall have a lien against and security interest in a boat, her appurtenances and contents, for any unpaid sums due related to said boat, including but not limited to sums arising from these Rules or a Waterfront Docking Agreement and/or sums due for damage caused or contributed to by a boat owner, a boat owner's guests, or an owner's boat to any piers or property of Management or to any other person.

25. Management reserves the right to revoke docking privileges to any person or vessel failing to comply with a directive from Management, these Rules and Regulations, or a Waterfront Docking Agreement.

Adopted by City Council on March 9, 2009



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: June 10, 2013
Subject: Authorize City Manager to Contract with Rivers & Associates, Inc to complete the Parks & Recreation Comprehensive Master Plan for the City
Applicant Presentation: None
Staff Presentation: None

RECOMMENDATION:

I move City Council Authorize the City Manager to sign a contract with Rivers & Associates, Inc to complete the City of Washington Comprehensive Master Plan.

BACKGROUND AND FINDINGS:

On May 15, 2013 the City was awarded the Community Transformation Grant to complete a Comprehensive Parks and Recreation Master Plan in the amount of \$45,000. The City accepted the Community Transformation Grant on May 20, 2013. The City's match is \$5,000 for a grant total of \$50,000.

This project has a completion date of September 2013.

PREVIOUS LEGISLATIVE ACTION

May 15, 2013 – grant awarded.
May 20, 2013 - City Accepted CTG \$45,000 & City Adopted Budget Ordinance including match of \$5,000 for a total of \$50,000.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Contract.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Date June 10, 2013 Concurred 1/1/1 Recommend Denial _____ No Recommendation _____
Page 154 of 217

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 10, 2013 ("Effective Date")
between

City of Washington ("Owner")

and

Rivers and Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows (**Project Description**):

Comprehensive Parks and Recreation Master Plan for the City of Washington in accordance with the terms and conditions of the May 20, 2013 Contract for Services Between Pitt County and the City of Washington Parks and Recreation, which contract is attached hereto as Appendix 4 and incorporated herein by reference as if fully set forth ("Project").

Engineer's Services under this Agreement are generally identified as follows (**Scope of Services**):

See Appendix 2

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs ~~7.01~~ 7.01.1, 7.01.2 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: six months from the Effective Date.
- C. ~~If the Project includes construction related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ___ months. If the actual time to complete construction exceeds the~~

~~number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.
- Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any

failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- J. **Engineer will not provide or offer to provide services inconsistent with or contrary to the standard of care described in 5.01.A above nor make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any**

uniform commercial code. Similarly, Engineer will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

- K. If required in the agreement, the Engineer will provide electronic files of drawings in PDF format or AutoCad DWG or DXF format for the Owner's use under the conditions indicated above. The Engineer will not be responsible for the data in the electronic files after 60 days. The files will be submitted on CD. The Engineer's name and seal may be removed from the drawings. 5.01.G applies to all electronic files also.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01.1 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. An amount not to exceed \$ 50,000.00 .

~~7.01.2 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*~~

- ~~A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:~~
- ~~1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.~~
 - ~~2. Engineer's Standard Hourly Rates are attached as Appendix 1.~~
 - ~~3. The total compensation for services and reimbursable expenses is estimated to be \$ TBD.~~

{or}

~~7.01 *Basis of Payment—Direct Labor Costs Times Factor, Plus Reimbursables*~~

- ~~A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:~~

~~1. An amount equal to Engineer's Direct Labor Costs times a factor of _____ for services of Engineer's employees engaged on the Project, plus reimbursable expenses, and Engineer's consultants' charges, if any.~~

~~2. The total compensation for services and reimbursable expenses is estimated to be \$ _____.~~

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: **Appendix 1, Engineer's Standard Hourly Rates**
Appendix 2, Engineer's Scope of Services
Appendix 3, Services to be Provided by the Owner
Appendix 4, May 20, 2013 Contract for Services between Pitt County and the City of Washington Parks and Recreation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Washington
 By: (Signature) _____
 Typed Name: Matt Rauschenbach
 Title: Interim City Manager
 Date Signed: _____

ENGINEER: Rivers & Associates, Inc.
 By: (Signature) _____
 Typed Name: Marvin E. Garner, Jr., AICP
 Title: Vice President
 Date Signed: _____

Engineer License or Firm's Certificate Number: NCBELS F-0334
NCBOLA C-312
 State of: North Carolina

Attest: _____
 Name: Cynthia Bennett, CMC
 Title: City Clerk
 (SEAL)

Attest: _____
 Name: F. Durward Tyson, Jr., P.E.
 Title: Secretary
 (SEAL)

Designated Representative:
Kristi H. Roberson, MS
 Title: Manager, Parks & Recreation Department
 Address for giving notices:
102 E. 2nd Street
P. O. Box 1988
Washington, NC 27889-1988
 Phone No: (252) 975-9367, ext. 224

Designated Representative:
Gregory S. Lambert, PLA, LEED AP
 Title: Project Manager
 Address for giving notices:
107 East Second Street
P. O. Box 929
Greenville, NC 27858 (Street) or 27835 (P.O. Box)
 Phone No: (252) 752-4135

Fax No: (252) 946-8433

Fax No: (252) 752-3974

E-Mail: kroberson@washingtonnc.gov

E-Mail: glambert@riversandassociates.com

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

By: (Signature) _____
Finance Officer

Typed Name: Matt Rauschenbach

Date: _____

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated June 10, 2013.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$165.00
Sr. Project Manager	\$155.00
Project Manager II	\$140.00
Project Manager I	\$130.00
Project Engineer II	\$120.00
Project Engineer I	\$105.00
Design Engineer II	\$95.00
Design Engineer I	\$85.00
Landscape Architect	\$100.00
Landscape Designer	\$90.00
Project Planner I	\$90.00
Planner II	\$80.00
Planner I	\$70.00
Designer IV	\$115.00
Designer III	\$105.00
Designer II	\$90.00
Designer I	\$75.00
CAD Technician III	\$70.00
CAD Technician II	\$65.00
CAD Technician I	\$60.00
Project Surveyor II	\$105.00
Project Surveyor I	\$90.00
Party Chief III	\$80.00
Party Chief II	\$60.00
Party Chief I	\$55.00
Surveyor Technician II	\$50.00
Surveyor Technician I	\$45.00
1-Man Robotic II	\$135.00
1-Man Robotic I	\$100.00
Resident Project Representative III	\$85.00
Resident Project Representative II	\$70.00
Resident Project Representative I	\$60.00
Intern Tech	\$35.00
Administrative Assistant	\$65.00

This is **Appendix 2, Engineer's Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated June 10, 2013.

**CITY OF WASHINGTON
COMPREHENSIVE RECREATION PLAN
ENGINEER'S SCOPE OF SERVICES**

A. ENGINEER shall provide the following basic services:

1. Provide services related to the Owner's public participation activities for the Project, including:
 - Devise and conduct a telephone public recreation survey regarding the Owner's general recreation program of work.
 - Devise an online public recreation survey regarding the Owner's general recreation program of work, and design an associated flyer, providing a digital file to the Owner for his use, printing and distribution.
 - Attend and facilitate one (1) public meeting arranged by the Owner to discuss recreation needs.
 - Compile and provide analysis of results of recreation needs survey.
2. Conduct an inventory of Owner's existing public recreation facilities together with publicly available programs offered through those facilities or associated entities.
3. Inventory and analyze demographic trends impacting future Owner's recreation needs.
4. Meet with Owner's Designated Representative and designated stakeholder group representatives to:
 - Identify and prioritize recreation goals.
 - Identify and prioritize unmet recreational needs.
 - Identify potential solutions to goals and needs.
5. Meet with Owner's Designated Representative and Owner's Recreation Advisory Committee to solicit additional input for recreation goals and needs, and to review unmet needs.
6. Develop general and specific recommendations for comprehensive recreation plan development to address goals and unmet needs.
7. Provide recommendation documentation to Owner's Designated Representative for review with Owner's Recreation Advisory Committee to solicit input and feedback, and to establish priorities.
8. Based on priorities identified by the Owner's Designated Representative and Owner's Recreation Advisory Committee, develop draft comprehensive plan document addressing recreation goals and needs.
9. Develop an action plan based upon established priorities.
10. Prepare written comprehensive recreation plan document containing descriptions/evaluations of:
 - Existing inventories.
 - Demographics.
 - Public participation results.
 - Needs assessment.
 - Plan development recommendations.
 - Recommended action plan.
11. Provide digital file of draft comprehensive plan for review and feedback by Owner's Designated Representative.
12. Revise comprehensive recreation plan based on feedback from Owner's Designated Representative.
13. Meet with Owner's governing body for presentation of final comprehensive recreation plan.

14. Deliverables during the scope of work include:
- Public recreation survey flyer electronic file for Owner's use.
 - One (1) digital file of the draft Comprehensive Recreation Plan.
 - One (1) digital file of the final Comprehensive Recreation Plan.
 - One (1) color copy of the final Comprehensive Recreation Plan for Owner's use.
15. Estimated time to complete the scope of work is six (6) months from the date of the Owner's written authorization to proceed.
16. Notwithstanding anything in this Agreement, including the Appendixes, to the contrary, Engineer shall perform and provide the services that are required in order for Owner to fulfill its contractual obligations in that Contract for Services Between Pitt County and City of Washington Parks and Recreation dated May 20, 2013 ("Contract"), including but not limited to those services/obligations listed in Exhibit "A" attached to said Contract, which Contract is attached hereto as Appendix 4 and incorporated herein by reference as if fully set forth.
17. Notwithstanding anything to the contrary in Section 4.01C of this Agreement, Owner and Engineer expressly acknowledge that Owner has certain duties to others, including but not limited to Pitt County under said Contract and the related Community Transformation Grant, and the duties and responsibilities undertaken pursuant to this Agreement will be for the benefit of other parties, including Pitt County.

This is **Appendix 3, Services to be Provided by the Owner**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated June 10, 2013.

**CITY OF WASHINGTON
COMPREHENSIVE RECREATION PLAN
SERVICES TO BE PROVIDED BY THE OWNER**

A. OWNER shall provide the following services:

1. Compile and provide to the Engineer all requested documentation locally available in support of preparation of the Comprehensive Recreation Plan.
2. Assist the Engineer with obtaining all information available, and access to personnel, regarding existing facilities and programs provided through other entities.
3. Provide all information available as to existing recreation/park sites, including digital drawing files (if available) in DWG or other acceptable formats for Engineer's use and reliance.
4. Distribute online public recreation survey flyers in a manner that attempts to achieve a representative cross-section of the client-users-visitors that may reside outside of the Owner's corporate boundary.
5. Provide public announcement / advertisement of one (1) public recreation planning meeting, and provide/arrange appropriate facilities for the events.
6. Schedule public recreation meeting in accordance with Engineer's project schedule so as not to delay project progress.
7. At the Engineer's request, schedule a series of interview meetings with representative(s) of various designated recreation stakeholders to provide input to the Engineer for the planning process. Owner's Designated Representative to attend and facilitate interviews.
8. Provide final directives to the Engineer based on review of draft general and specific recommendations by the Engineer, as well as establishment of recommendation priorities, within one (1) week of the presentation of the recommendations to the Owner's Designated Representative by the Engineer.
9. Review the draft Comprehensive Recreation Plan and provide feedback to Engineer in preparation for adoption by Owner.
10. Hold a Town Board of Commissioners meeting for presentation and adoption of the Comprehensive Recreation Plan.

This is Appendix 4, May 20, 2013 Contract for Services Between Pitt County and the City of Washington Parks and Recreation, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated June 10, 2013.

**CONTRACT FOR SERVICES
BETWEEN PITT COUNTY
AND
CITY OF WASHINGTON PARKS AND RECREATION**

THIS AGREEMENT is made and entered into this 20th of May, 2013 by and between Pitt County, a political subdivision of the State of North Carolina, (hereinafter referred to as the "County") and City of Washington Parks and Recreation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County desires assistance with implementing the Community Transformation Grant (CTG) objective of increasing the number of comprehensive plans that include health considerations within Region 10; and

WHEREAS, Contractor possesses the expertise and experience to assist County in such capacity;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Contractor shall provide the services listed in Exhibit A attached hereto and incorporated by reference. All deliverables under this Agreement shall be delivered in a final form acceptable to County.
2. Termination. The County or Contractor may terminate this Agreement, with or without cause, at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. In that event, all finished or unfinished materials shall, at the option of the County, become its property. If the Agreement is terminated as provided herein, the Contractor will be paid for all services performed.
3. Regulations. While on County's property, Contractor shall comply with County's regulations, including but not limited to safety and employee relation's regulations. County will provide Contractor with all relevant regulations upon request of Contractor.
4. Term. This Agreement shall commence on the date written above and shall continue until September 30, 2013.
5. Payment. County shall pay Contractor \$45,000.00 for services rendered as outlined in EXHIBIT A. County shall pay such bill within forty-five (45) days of execution of contract. Contractor shall submit detailed monthly reports citing work as it is completed.
6. Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and

contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.

7. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.

8. Independent Contractor. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that Contractor is not eligible for any County employee benefits whatsoever and does not possess any rights or privileges as generally established for the County's employees. The Contractor is responsible for all corresponding state and federal taxes due, as well as any liability and workers' compensation coverage that may be required by law.

9. Hold Harmless and Indemnification. Contractor agrees to hold harmless and indemnify County from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by Contractor while in the performance of the duties or assignment pursuant to this Agreement.

10. Third Party Beneficiary. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

11. Costs and Taxes. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

12. Notice: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Pitt County
Attn: County Manager
1717 West Fifth Street
Greenville, North Carolina 27834

Kristi Roberson
Parks and Recreation Manager
310 W. Main Street
Washington, North Carolina 27889

Each party shall keep the other party informed of its current address at all times.

13. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

14. Force Majeure. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.

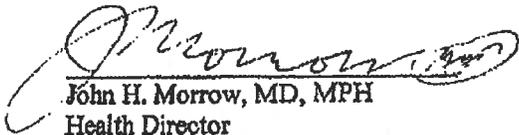
15. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

16. Waiver. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

17. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

18. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.



John H. Morrow, MD, MPH
Health Director
Pitt County Health Department
201 Government Circle
Greenville, NC 27834

5/22/13
Date



Scott Elliott
County Manager
Pitt County
1717 West 5th Street
Greenville, NC 27834

5-22-13
Date



Kristi Roberson
Parks and Recreation Manager
City of Washington Parks and Recreation Department
310 W. Main Street
Washington, NC 27889

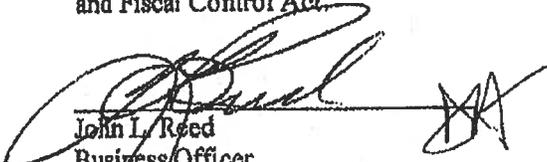
5/20/13
Date



Josh Kay
City Manager
City of Washington
P.O. Box 1988
Washington, NC 27889

05/20/2013
Date

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



John L. Reed
Business Officer
Pitt County Health Department
201 Government Circle
Greenville, NC 27834

5/22/13
Date

This document has been approved as to form.

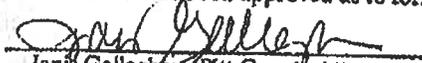

Janis Gallagher, Pitt County Attorney

EXHIBIT A

Contractor shall provide the following services:

1. Contract with an appropriate planning professional to develop a Comprehensive Parks and Recreation Master Plan for the City of Washington, NC.
2. Ensure that the comprehensive plan utilizes previous work performed by the Parks and Recreation Department and addresses the needs of the citizens of Washington including health considerations.
3. Ensure the following scope of work is completed:
 - a. Inventory existing parks, facilities, and programs.
 - b. Evaluate the Washington Parks and Recreation Department to determine effectiveness and needs for the future.
 - c. Involve the community during the planning process through public meeting, mapping workshops, and media updates.
 - d. Complete citizen surveys.
 - e. Address current parks and recreation needs, as well as plan for the future needs.
 - f. Serve as a marketing tool to educate the general public and elected official as to the vital role parks and recreation plays in the quality of life of its citizens.
 - g. Serve as a management tool to promote cost effective design, development, and operation of parks and recreation facilities.
 - h. Secure environmentally sensitive areas and preserve the community's natural resources.
 - i. Develop an action plan that will be a living document able to guide future decision making and development.
4. Conduct public meetings to share survey results and information about the comprehensive master plan.
5. Present a draft plan to the Washington Recreation Advisory Committee and City Council.
6. Ensure that draft plan is revised based on input from these two boards.
7. Present a final City of Washington Comprehensive Parks and Recreation Master Plan to the City Council for adoption.
8. Submit monthly reports to Karen Rupp, CTG Region 10 Fiscal Lead, regarding status of the project.

EXHIBIT B

AR-12 Lobbying Restrictions

Applicants should be aware of restrictions on the use of HHS funds for lobbying of Federal or State legislative bodies. Under the provisions of 31 U.S.C. Section 1352, recipients (and their sub-tier contractors) are prohibited from using appropriated Federal funds (other than profits from a Federal contractor) for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. This includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

In addition, no part of CDC appropriated funds, shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support of defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the appropriated funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient related to any activity designed to influence legislation or appropriations pending before the Congress or any State or local legislature.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered "lobbying." That is lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the Federal or State levels to urge support of, or opposition to, pending legislative proposals is prohibited. As a matter of policy, CDC extends the prohibitions to lobbying with respect to local legislation and local legislative bodies.

The provisions are not intended to prohibit all interaction with the legislative branch, or to prohibit educational efforts pertaining to public health. Clearly there are circumstances when it is advisable and permissible to provide information to the legislative branch in order to foster implementation of prevention strategies to promote public health. However, it would not be permissible to influence, directly or indirectly, a specific piece of pending legislation.

It remains permissible to use CDC funds to engage in activity to enhance prevention; collect and analyze data; publish and disseminate results of research and surveillance data; implement prevention strategies; conduct community outreach services; provide leadership and training, and foster safe and healthful environments.

Recipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and "grassroots" activities that relate to specific legislation, recipients of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds. CDC also cautions recipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.



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: School Resource Officers Agreement
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the Police and Fire Services Director to enter into a School Resource Officer’s agreement with the Beaufort County Board of Education and authorize the City Attorney to make non-substantive modifications.

BACKGROUND AND FINDINGS:

Council directed staff to develop an agreement that would cover the actual cost of the School Resource Officers. This agreement accomplishes that objective.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Agreement

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Date Concur MM Recommend Denial _____ No Recommendation _____

North Carolina
Beaufort County

P.S. Jones Middle

School

2013-2014

Year

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2013 through June 30, 2014, when it shall terminate, by and between the BEAUFORT COUNTY BOARD OF EDUCATION, hereinafter referred to as "BOARD", and the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

WITNESSETH:

WHEREAS, the BOARD is concerned about the increasing violence in the community and desires to secure a law enforcement officer for assignment to P.S. Jones Middle School as a designated Resource Officer;

WHEREAS, it is anticipated that the Resource Officer will be an armed law enforcement officer selected by the LAW ENFORCEMENT AGENCY, through its designated personnel;

WHEREAS, it is anticipated that the Resource Officer will perform his or her duties under the direct supervision of the head of such LAW ENFORCEMENT AGENCY, or his designee, and with day to day supervision by the Principal of the above named school; and

WHEREAS, the BOARD and LAW ENFORCEMENT AGENCY desire to set forth in writing their agreements with respect to the hiring, training, and supervision of the Resource Officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, BOARD and LAW ENFORCEMENT AGENCY do hereby agree each with the other as follows.

1.0 Administration and Control

- 1.1 The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, policies, including but not limited to personnel policy, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision, policies, and control is expressly delegated under the terms and conditions of this Operational Agreement.
- 1.2 The LAW ENFORCEMENT AGENCY shall take the lead in the hiring process with the Principal or his designee serving as a member of the interview team.
- 1.3 The Resource Officer shall be a certified officer.

- 1.4 While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as an officer of the LAW ENFORCEMENT AGENCY normally possesses. While on duty at the above named school, the Resource Officer shall respond to the day-to-day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the LAW ENFORCEMENT AGENCY. Resource Officer shall, for personnel and administrative purposes, remain under the control of the LAW ENFORCEMENT AGENCY, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverages provided by the LAW ENFORCEMENT AGENCY.
- 1.5 LAW ENFORCEMENT AGENCY shall not utilize the Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.
- 1.6 For and in consideration of LAW ENFORCEMENT AGENCY providing BOARD the Resource Officer as described herein, BOARD shall reimburse LAW ENFORCEMENT AGENCY for the full cost of the Resource Officer as determined by the LAW ENFORCEMENT AGENCY's Administrative Services Director/Chief Financial Officer, subject to the approval by the City Council for the City of Washington. A breakdown of the full cost of the Resource Officer is contained in Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set forth. BOARD shall pay LAW ENFORCEMENT AGENCY in quarterly payments in the amount of \$16,040.75 on the first day of the second month of each quarter.

2.0 Basic Qualifications of Resource Officer. To be a Resource Officer, an officer must first meet all the following basic qualifications:

- 2.1 Should have three (3) years of law enforcement experience;
- 2.2 Prefer experience in working with youth;
- 2.3 Shall possess a sufficient knowledge of the applicable Federal and State Laws, including the Juvenile Code of North Carolina, City and County Ordinances, and BOARD policies and administrative regulations;
- 2.4 Shall be capable of conducting in-depth criminal investigations;
- 2.5 Shall possess an even temperament and set a good example for school students; and
- 2.6 Shall possess communication skills that enable the officer to function effectively within the school environment.

3.0 Duties of Resource Officer

- 3.1 To provide law enforcement services to the School System at the above named school in accordance with the terms of this Agreement;
- 3.2 To enforce Federal, State, and Local criminal laws and ordinances as well as to assist school officials with the enforcement of BOARD policies and administrative regulations regarding student conduct;
- 3.3 To counsel school students in special situations, such as when a student is suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;
- 3.4 To foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies, including answering questions that students may have about North Carolina criminal or juvenile law and making classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;
- 3.5 To assist other law enforcement officers with outside investigations concerning students attending the above named school;
- 3.6 To work (10 months) on the school calendar schedule of the Beaufort County Schools as duly adopted each year;
- 3.7 To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session; and
- 3.8 To coordinate traffic and security at all athletic events and social functions on the premises of the above named school.
- 3.9 Resource Officer has the right and obligation to decline to participate in an activity/event that would violate LAW ENFORCEMENT AGENCY or state procedures.

4.0 Chain of Command

- 4.1 As an employee of the LAW ENFORCEMENT AGENCY, Resource Officer shall follow the chain of command as set forth in the LAW ENFORCEMENT AGENCY Standard Operating Procedures Manual.

5.0 Duty Hours

- 5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the above named school. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.
- 5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at the above named school with a schedule worked out jointly with Resource Officer and the Principal of the above named school throughout the year (10 months), or for a minimum of seven and one-half (7 1/2) hours per day on average, or a minimum of forty (40) hours each week on average, in the

event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's work week shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school related crimes.

- 5.3 It is understood and agreed that time spent by the Resource Officer attending court for cases arising from their employment as a Resource Officer shall be considered hours worked under this Operational Agreement.

6.0 Training /Briefing

- 6.1 Resource Officer shall attend training and briefing sessions as required by the LAW ENFORCEMENT AGENCY. Coordination of meetings between school personnel, the Resource Officer and Commanding Officers in the LAW ENFORCEMENT AGENCY may be scheduled as required or needed for the exchange of information and coordination of efforts.
- 6.2 Resource Officer shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the LAW ENFORCEMENT AGENCY. The BOARD may provide training in BOARD policies, regulations and procedures.

7.0 Uniforms, Equipment and Weapons

- 7.1 Resource Officer shall be required to wear LAW ENFORCEMENT AGENCY issued uniforms and to use LAW ENFORCEMENT AGENCY issued equipment as well as weapons.
- 7.2 BOARD shall provide Resource Officer with the following:
- a. Access to an air-conditioned and properly lighted office with a telephone for general business purposes;
 - b. A location for files and records, which can be properly locked and secured;
 - c. A desk with drawers, a chair, work table, a filing cabinet and office supplies;
 - d. Reasonable access to a typewriter and/or secretarial assistance; and
 - e. A radio or walkie-talkie (school based) or pager for the Resource Officer as to avoid using the radio frequency of the LAW ENFORCEMENT AGENCY.

8.0 Transporting Students

8.1 Resource Officer shall not transport students in their vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist, except that Resource Officer shall transport students being sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety of other students and school personnel.

8.2 Resource Officer shall not transport students in their personal vehicles. If the Resource Officer does not have a LAW ENFORCEMENT AGENCY or BOARD vehicle, then a patrol unit shall be dispatched by the LAW ENFORCEMENT AGENCY to assist the officer.

8.3 Resource Officer shall notify the school Principal or the Principal's designee before removing a student from campus.

9.0 Interview and Arrest Procedure. Resource Officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of the State of North Carolina when dealing with juveniles.

10.0 Cooperative Understanding. A Cooperative Understanding between the BOARD and LAW ENFORCEMENT AGENCY is attached hereto and incorporated herein by reference.

11.0 Evaluation. It is mutually agreed that the Principal/Resource Officer's supervisor shall evaluate annually the Resource Officer on forms developed jointly by the parties. It is further understood that the evaluation of the Resource Officer is advisory only and that the LAW ENFORCEMENT AGENCY retains the final authority to evaluate.

IN WITNESS WHEREOF, the BOARD has caused this Operational Agreement to be signed by its Superintendent/Secretary and the LAW ENFORCEMENT AGENCY has caused this Operational Agreement to be signed by its Police and Fire Services Director, by order or other proper authority of the respective governing board duly given as of the day and year first written above.

PRE-AUDIT CERTIFICATE

This Operational Agreement has been pre-audited pursuant to N.C.G.S. § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

Matt Rauschenbach, Chief Financial Officer
City of Washington

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Laurie Modlin, School Finance Officer
Beaufort County Board of Education

CITY OF WASHINGTON

**BEAUFORT COUNTY
BOARD OF EDUCATION**

By: _____ (SEAL)
Stacey Drakeford
Police and Fire Services Director

By: _____ (SEAL)
Don Phipps
Superintendent/Secretary

Date

Date

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Don Phipps personally appeared before me this day, and being duly sworn by me, acknowledged that he is Superintendent/Secretary of the Beaufort County Board of Education, and that by authority duly given and as the act of the Board the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____ 2013.

Notary Public

My Commission expires: _____

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Stacey Drakeford personally appeared before me this day, and being duly sworn by me acknowledged that he is the Police and Fire Services Director of the City of Washington, and that by authority duly given and as the act of the City the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____ 2013.

Notary Public

My Commission expires: _____

Cooperative Understanding (Resource Officer)

General Statement of Duties

Within the lawful jurisdiction of the Washington City Police Department, a sworn Washington City Police Officer must at all times take appropriate action to: protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all state, local and federal laws in matters over which the Washington City Police Department has jurisdiction.

Distinguishing Features of the Class

An employee in this class performs a variety of law enforcement duties for the school system. Work is derived from the requirement to protect life and property, to conduct initial investigations of crimes committed at the schools, to patrol in an official vehicle to deter crimes, and to apprehend violators or suspects. Duties may include serving criminal court papers such as warrants and subpoenas; testifying in court; and filing necessary papers with the judicial system. The employee is subject to the usual hazards of law enforcement. Considerable tact, firmness and courtesy are required in serving the public. The employee is expected to exercise alertness and independent judgment in dealing with unusual situations. Work is performed in accordance with established policies and procedures and is supervised by the head of the supervising LAW ENFORCEMENT AGENCY through conference, review of records and reports, and effectiveness of assigned duties.

Illustrative examples of work

- Patrols the school sites to detect and deter crime
- Responds to school personnel calls for law enforcement assistance
- Conducts preliminary investigation of crimes and complaints
- Makes arrests and transports violators
- Testifies in court concerning enforcement and investigative activities
- Maintains records of patrol and investigative activities
- Participates in surveillance and stake-out duties; assists as permitted by law with searches
- Cooperates with other law enforcement officers of other governmental units in conducting investigations and making arrests
- Answers and checks on alarms and security systems
- Performs related duties as required

Knowledge, Skills and Abilities

- Working knowledge of the operations, functions, procedures and legal processes of law enforcement
- Working knowledge of federal, state and county laws relative to civil and criminal processes and Juvenile Code of North Carolina

- Working knowledge of the operation of two-way radio equipment and related FCC regulations
- Working knowledge of the geographical layout of the school sites as to locations of roads, important buildings and other landmarks
- Skill in the use of firearms and other law enforcement equipment
- Ability to exercise sound judgment in emergency and routing situations and to adopt quick, effective and reasonable courses of action

EXHIBIT "A"
P.S. Jones Middle School Resource Officer Costs for 2013-2014

Salary	\$35,913.00	
Retirement	\$2,550.00	
FICA	\$2,747.00	
Insurance	\$7,185.00	
401k	\$1,796.00	
Bullet Proof Vest	\$130.00	5 years
Weapon	\$100.00	5 years
Uniforms	\$4,002.00	3 years
Vehicles	\$6,600.00	5 years
Vehicle Insurance	\$500.00	
Vehicle Maintenance	\$923.00	
Fuel	\$1,365.00	
Ammo	\$87.00	
Cell Phone	\$9.00	
Employee Development	\$256.00	
TOTAL/YEAR	\$64,163.00	

North Carolina
Beaufort County

Washington High

School

2013-2014

Year

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2013 through June 30, 2014, when it shall terminate, by and between the BEAUFORT COUNTY BOARD OF EDUCATION, hereinafter referred to as "BOARD", and the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

WITNESSETH:

WHEREAS, the BOARD is concerned about the increasing violence in the community and desires to secure a law enforcement officer for assignment to Washington High School as a designated Resource Officer;

WHEREAS, it is anticipated that the Resource Officer will be an armed law enforcement officer selected by the LAW ENFORCEMENT AGENCY, through its designated personnel;

WHEREAS, it is anticipated that the Resource Officer will perform his or her duties under the direct supervision of the head of such LAW ENFORCEMENT AGENCY, or his designee, and with day to day supervision by the Principal of the above named school; and

WHEREAS, the BOARD and LAW ENFORCEMENT AGENCY desire to set forth in writing their agreements with respect to the hiring, training, and supervision of the Resource Officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, BOARD and LAW ENFORCEMENT AGENCY do hereby agree each with the other as follows.

1.0 Administration and Control

- 1.1 The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, policies, including but not limited to personnel policy, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision, policies, and control is expressly delegated under the terms and conditions of this Operational Agreement.
- 1.2 The LAW ENFORCEMENT AGENCY shall take the lead in the hiring process with the Principal or his designee serving as a member of the interview team.
- 1.3 The Resource Officer shall be a certified officer.

- 1.4 While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as an officer of the LAW ENFORCEMENT AGENCY normally possesses. While on duty at the above named school, the Resource Officer shall respond to the day-to-day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the LAW ENFORCEMENT AGENCY. Resource Officer shall, for personnel and administrative purposes, remain under the control of the LAW ENFORCEMENT AGENCY, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverages provided by the LAW ENFORCEMENT AGENCY.
- 1.5 LAW ENFORCEMENT AGENCY shall not utilize the Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.
- 1.6 For and in consideration of LAW ENFORCEMENT AGENCY providing BOARD the Resource Officer as described herein, BOARD shall reimburse LAW ENFORCEMENT AGENCY for the full cost of the Resource Officer as determined by the LAW ENFORCEMENT AGENCY's Administrative Services Director/Chief Financial Officer, subject to the approval by the City Council for the City of Washington. A breakdown of the full cost of the Resource Officer is contained in Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set forth. BOARD shall pay LAW ENFORCEMENT AGENCY in quarterly payments in the amount of \$16,782.50 on the first day of the second month of each quarter.

2.0 Basic Qualifications of Resource Officer. To be a Resource Officer, an officer must first meet all the following basic qualifications:

- 2.1 Should have three (3) years of law enforcement experience;
- 2.2 Prefer experience in working with youth;
- 2.3 Shall possess a sufficient knowledge of the applicable Federal and State Laws, including the Juvenile Code of North Carolina, City and County Ordinances, and BOARD policies and administrative regulations;
- 2.4 Shall be capable of conducting in-depth criminal investigations;
- 2.5 Shall possess an even temperament and set a good example for school students; and
- 2.6 Shall possess communication skills that enable the officer to function effectively within the school environment.

3.0 Duties of Resource Officer

- 3.1 To provide law enforcement services to the School System at the above named school in accordance with the terms of this Agreement;
- 3.2 To enforce Federal, State, and Local criminal laws and ordinances as well as to assist school officials with the enforcement of BOARD policies and administrative regulations regarding student conduct;
- 3.3 To counsel school students in special situations, such as when a student is suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;
- 3.4 To foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies, including answering questions that students may have about North Carolina criminal or juvenile law and making classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;
- 3.5 To assist other law enforcement officers with outside investigations concerning students attending the above named school;
- 3.6 To work (10 months) on the school calendar schedule of the Beaufort County Schools as duly adopted each year;
- 3.7 To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session; and
- 3.8 To coordinate traffic and security at all athletic events and social functions on the premises of the above named school.
- 3.9 Resource Officer has the right and obligation to decline to participate in an activity/event that would violate LAW ENFORCEMENT AGENCY or state procedures.

4.0 Chain of Command

- 4.1 As an employee of the LAW ENFORCEMENT AGENCY, Resource Officer shall follow the chain of command as set forth in the LAW ENFORCEMENT AGENCY Standard Operating Procedures Manual.

5.0 Duty Hours

- 5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the above named school. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.
- 5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at the above named school with a schedule worked out jointly with Resource Officer and the Principal of the above named school throughout the year (10 months), or for a minimum of seven and one-half (7 1/2) hours per day on average, or a minimum of forty (40) hours each week on average, in the

event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's work week shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school related crimes.

- 5.3 It is understood and agreed that time spent by the Resource Officer attending court for cases arising from their employment as a Resource Officer shall be considered hours worked under this Operational Agreement.

6.0 Training /Briefing

- 6.1 Resource Officer shall attend training and briefing sessions as required by the LAW ENFORCEMENT AGENCY. Coordination of meetings between school personnel, the Resource Officer and Commanding Officers in the LAW ENFORCEMENT AGENCY may be scheduled as required or needed for the exchange of information and coordination of efforts.
- 6.2 Resource Officer shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the LAW ENFORCEMENT AGENCY. The BOARD may provide training in BOARD policies, regulations and procedures.

7.0 Uniforms, Equipment and Weapons

- 7.1 Resource Officer shall be required to wear LAW ENFORCEMENT AGENCY issued uniforms and to use LAW ENFORCEMENT AGENCY issued equipment as well as weapons.
- 7.2 BOARD shall provide Resource Officer with the following:
- a. Access to an air-conditioned and properly lighted office with a telephone for general business purposes;
 - b. A location for files and records, which can be properly locked and secured;
 - c. A desk with drawers, a chair, work table, a filing cabinet and office supplies;
 - d. Reasonable access to a typewriter and/or secretarial assistance; and
 - e. A radio or walkie-talkie (school based) or pager for the Resource Officer as to avoid using the radio frequency of the LAW ENFORCEMENT AGENCY.

8.0 Transporting Students

- 8.1 Resource Officer shall not transport students in their vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist, except that Resource Officer shall transport students being sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety of other students and school personnel.
- 8.2 Resource Officer shall not transport students in their personal vehicles. If the Resource Officer does not have a LAW ENFORCEMENT AGENCY or BOARD vehicle, then a patrol unit shall be dispatched by the LAW ENFORCEMENT AGENCY to assist the officer.
- 8.3 Resource Officer shall notify the school Principal or the Principal's designee before removing a student from campus.

9.0 Interview and Arrest Procedure. Resource Officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of the State of North Carolina when dealing with juveniles.

10.0 Cooperative Understanding. A Cooperative Understanding between the BOARD and LAW ENFORCEMENT AGENCY is attached hereto and incorporated herein by reference.

11.0 Evaluation. It is mutually agreed that the Principal/Resource Officer's supervisor shall evaluate annually the Resource Officer on forms developed jointly by the parties. It is further understood that the evaluation of the Resource Officer is advisory only and that the LAW ENFORCEMENT AGENCY retains the final authority to evaluate.

IN WITNESS WHEREOF, the BOARD has caused this Operational Agreement to be signed by its Superintendent/Secretary and the LAW ENFORCEMENT AGENCY has caused this Operational Agreement to be signed by its Police and Fire Services Director, by order or other proper authority of the respective governing board duly given as of the day and year first written above.

PRE-AUDIT CERTIFICATE

This Operational Agreement has been pre-audited pursuant to N.C.G.S. § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

Matt Rauschenbach, Chief Financial Officer
City of Washington

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Laurie Modlin, School Finance Officer
Beaufort County Board of Education

CITY OF WASHINGTON

**BEAUFORT COUNTY
BOARD OF EDUCATION**

By: _____ (SEAL)
Stacey Drakeford
Police and Fire Services Director

By: _____ (SEAL)
Don Phipps
Superintendent/Secretary

Date

Date

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Don Phipps personally appeared before me this day, and being duly sworn by me, acknowledged that he is Superintendent/Secretary of the Beaufort County Board of Education, and that by authority duly given and as the act of the Board the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____ 2013.

Notary Public

My Commission expires: _____

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Stacey Drakeford personally appeared before me this day, and being duly sworn by me acknowledged that he is the Police and Fire Services Director of the City of Washington, and that by authority duly given and as the act of the City the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____ 2013.

Notary Public

My Commission expires: _____

Cooperative Understanding (Resource Officer)

General Statement of Duties

Within the lawful jurisdiction of the Washington City Police Department, a sworn Washington City Police Officer must at all times take appropriate action to: protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all state, local and federal laws in matters over which the Washington City Police Department has jurisdiction.

Distinguishing Features of the Class

An employee in this class performs a variety of law enforcement duties for the school system. Work is derived from the requirement to protect life and property, to conduct initial investigations of crimes committed at the schools, to patrol in an official vehicle to deter crimes, and to apprehend violators or suspects. Duties may include serving criminal court papers such as warrants and subpoenas; testifying in court; and filing necessary papers with the judicial system. The employee is subject to the usual hazards of law enforcement. Considerable tact, firmness and courtesy are required in serving the public. The employee is expected to exercise alertness and independent judgment in dealing with unusual situations. Work is performed in accordance with established policies and procedures and is supervised by the head of the supervising LAW ENFORCEMENT AGENCY through conference, review of records and reports, and effectiveness of assigned duties.

Illustrative examples of work

- Patrols the school sites to detect and deter crime
- Responds to school personnel calls for law enforcement assistance
- Conducts preliminary investigation of crimes and complaints
- Makes arrests and transports violators
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- Performs related duties as required

Knowledge, Skills and Abilities

- Working knowledge of the operations, functions, procedures and legal processes of law enforcement
- Working knowledge of federal, state and county laws relative to civil and criminal processes and Juvenile Code of North Carolina

- Working knowledge of the operation of two-way radio equipment and related FCC regulations
- Working knowledge of the geographical layout of the school sites as to locations of roads, important buildings and other landmarks
- Skill in the use of firearms and other law enforcement equipment
- Ability to exercise sound judgment in emergency and routing situations and to adopt quick, effective and reasonable courses of action

EXHIBIT "A"
Washington High School Resource Officer Costs for 2013-2014

Salary	\$38,390.00	
Retirement	\$2,726.00	
FICA	\$2,937.00	
Insurance	\$7,185.00	
401k	\$1,920.00	
Bullet Proof Vest	\$130.00	5 years
Weapon	\$100.00	5 years
Uniforms	\$4,002.00	3 years
Vehicles	\$6,600.00	5 years
Vehicle Insurance	\$500.00	
Vehicle Maintenance	\$923.00	
Fuel	\$1,365.00	
Ammo	\$87.00	
Cell Phone	\$9.00	
Employee Development	\$256.00	
TOTAL/YEAR	\$67,130.00	



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Keith Hardt, P.E., Electric Director
Date: 30 May 2013
Subject: Approve Budget Ordinance Amendment
Applicant Presentation: None
Staff Presentation: Keith Hardt, P.E., Electric Director

RECOMMENDATION

I motion that the City Council adopt a budget ordinance amendment in the amount of \$240,000 for the electric fund.

BACKGROUND AND FINDINGS

This request is to approve a revenue and expenditure budget ordinance amendment for the Electric Fund in the amount of \$240,000. The funds are for expenditures that are needed for required electric system upgrades so as to connect a large scale photovoltaic (PV) generating facility to the City's electric system. All of the expenditures for this project will be reimbursed by the requesting entity. The offsetting revenue is listed in the amendment.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

None

Currently Budgeted (Account _____) Requires Additional Appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review: 6/5 Date June 10, 2013 Concur: [Signature] Recommend Denial _____ No Recommendation _____
 Page 194 of 217

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

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

Section 1. That the Estimated Revenues in the Electric Fund be increased in the amount of \$240,000 in the account Solar Project 2, account number 35-90-3500-3650.

Section 2. That account number 35-90-7220-0450, Solar Project 2, Electric Director portion of the Electric Fund appropriations budget be increased in the amount of \$240,000.

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

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

Adopted this the 10th day of June, 2013.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Acting City Manager
Date: June 3, 2013
Subject: Classification and Pay Grade Changes
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that the City Council approve the attached Assignment of Classes to Grades and Ranges for Fiscal year 2013-14 and authorize the City Manager to implement the recommended reclassifications effective July 1, 2013.

BACKGROUND AND FINDINGS:

It is the responsibility of the City to recognize and address significant changes in duties and responsibilities of positions and adjust pay schedules as needed. There are two positions that have been identified for which a reclassification and salary grade change is needed.

- 1) Library Program Assistant (Salary Grade 12) to Library Programs Coordinator (Salary Grade 15)
The positions in the Brown Library have not been reviewed since the comprehensive classification study in 2003. The Library is staffed with four full-time positions and seven part-time positions. Due to both staff turnover and transition in services offered with new technology and media, some primary job duties have been shuffled between two of the full-time positions. Many of the duties previously assigned to the Library Services Coordinator have been transferred to the Library Program Assistant. Under the current organizational structure, these positions have similar levels of supervisory responsibilities. In addition to continuing the coordination and oversight of the children's programs, the employee in this position has assumed supervisory, scheduling and programming responsibilities for the circulation desk and staff as well as volunteers. This employee has also assumed significant public relations role for the Library serving on various library and civic committees; recruitment and management of monthly artists and crafters; and explaining library policies and dealing with behavioral problems. The employee in this position has been performing these duties for over a year and the title and pay grade need to be adjusted to reflect these changes. Therefore, it is recommended that the Library Program Assistant is renamed to Library Programs Coordinator and upgraded to the same salary grade as the Library Services Coordinator, salary grade 15. There are sufficient funds in FY 13-14 budget to support this change due to the retirement of a long term employee and replacement hired at a lower rate of pay in Library Services Coordinator position.
- 2) Public Works Supervisor II (Salary Grade 18) to General Services Superintendent (Salary Grade 20)
Several years ago the position of General Services Superintendent was abolished following the retirement of a long term employee and replaced with a Public Works Supervisor II. The primary change in the position at that time was the reassignment of the City Garage / Fleet Maintenance to the Assistant Public Works Director. Over the past year and a half, however, significant duties and responsibilities have been added to this position. Effective March, 2012, the Recreation Maintenance staff was re-assigned from the Parks and Recreation Department to Public Works under the direction of this position. In addition, during the past year, the City has resumed management of the Airport. This Airport facility and its operation have also been assigned to this Public Works Supervisor II. Prior to these aforementioned organizational changes this position only had oversight of the cemeteries and general City facilities maintenance. With the addition of the airport and recreation facilities and staff, it is recommended that we reactivate the previous classification of General Services Superintendent at Salary Grade 20 and upgrade the current Public Works Supervisor II to this classification.

Agenda Date: June 10, 2013

The attached Salary Schedule "Assignment of Classes to Grades and Ranges" reflects these recommended classification changes; eliminates classes specific to Revenue Collections with the merger of this unit and Customer Services which was finalized in January, 2013; and implements the 3% Cost of Living Adjustment approved with the 2013-14 fiscal year budget.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS
Salary Schedules for F/Y 2013-14

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Date Concur [Signature] Recommend Denial _____ No Recommendation _____

CITY OF WASHINGTON
 ASSIGNMENTS OF CLASSES TO GRADES AND RANGES
 PART-TIME / HOURLY
 F/Y 13-14

GRADE	CLASSIFICATION	HIRING	MINIMUM	JOB RATE	MAXIMUM
2	Aquatics Front Desk Attendant Custodian Laborer Library Desk Clerk Program Assistant	\$7.27	\$7.63	\$8.66	\$10.76
3		\$7.63	\$8.01	\$9.09	\$11.29
4		\$8.01	\$8.41	\$9.54	\$11.85
5		\$8.41	\$8.83	\$10.02	\$12.44
6	Lifeguard	\$8.83	\$9.27	\$10.52	\$13.07
7	Aquatics/Fitness Instructor Communications Assistant Dock Attendant Facility Attendant Library Desk Assistant	\$9.27	\$9.73	\$11.05	\$13.72
8	Administrative Support Assistant Head Lifeguard Lead Facility Attendant	\$9.73	\$10.22	\$11.60	\$14.40
9		\$10.22	\$10.73	\$12.18	\$15.12
10	Dock Master Recreation Maintenance Worker*	\$10.73	\$11.27	\$12.79	\$15.88
11		\$11.27	\$11.83	\$13.43	\$16.68
12	Customer Services Representative* Field Services Representative*	\$11.83	\$12.42	\$14.10	\$17.51
13		\$12.42	\$13.04	\$14.81	\$18.38
14	Utilities Communication Technician* Telecommunicator*	\$13.04	\$13.69	\$15.55	\$19.30
15		\$13.69	\$14.38	\$16.32	\$20.27
16	Electric Meter Technician*	\$14.38	\$15.10	\$17.14	\$21.28
17	Police Officer*	\$15.10	\$15.85	\$18.00	\$22.35

*Denotes a classification for which there is also a full-time position.

CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 13-14

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
8	Maintenance Worker I Sanitation Worker		20,244	21,256	24,131	29,961
9	Maintenance Worker II		21,256	22,319	25,337	31,459
10	Library Assistant Maintenance Worker III Meter Reader Recreation Maintenance Worker Utility Maintenance Worker		22,319	23,435	26,604	33,032
11	Sanitation Equipment Operator I		23,435	24,607	27,935	34,684
12	Customer Services Representative Equipment Operator Field Services Representative Lead Meter Reader Library Program Assistant Municipal Code Enforcement Officer Sanitation Equipment Operator II		24,607	25,837	29,331	36,418
13	Inventory Control Assistant Police Records Clerk Utility Billing and Customer Services Specialist Utility Maintenance Technician		25,837	27,129	30,798	38,239
14	Administrative Support Specialist Equipment Mechanic I Senior Equipment Operator Telecommunicator Utilities Communication Technician Utility Maintenance Crew Leader		27,129	28,485	32,338	40,151
15	Civic Center Coordinator Fire & EMS Apprentice Human Resources Technician Library Programs Coordinator Library Services Coordinator Recreation Program Specialist Senior Utility Billing System Operator Treatment Plant Operator		28,485	29,909	33,954	42,158

CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 13-14

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
16	Accounting Technician Airport Operations Technician Building Code Enforcement Officer Code Enforcement Officer Electric Line Worker I Electric Meter Technician Evidence & Property Specialist Fire and EMS Administrative Specialist Firefighter/EMT Load Management Technician Public Works Supervisor I		29,909	31,404	35,651	44,265
17	Aquatics and Fitness Center Supervisor Chemical Analyst Cross-Connection Control Technician Electric Substation Technician I Police Officer Senior Administrative Support Specialist Treatment Facilities Maintenance Mechanic		31,404	32,974	37,434	46,478
18	Chemical/Pretreatment Analyst Electric Line Worker II Electric Substation Technician II Engineering Technician Environmental Health & Protection Officer Fire Engineer/EMT Public Works Supervisor II Senior Accounting Technician		32,974	34,623	39,305	48,802
19	Assistant Police Unit Supervisor Criminal Justice Program Administrator Electric Meter Services Supervisor Fleet Maintenance Supervisor * Police Detective Revenue Collections Supervisor		34,623	36,354	41,271	51,242

CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 13-14

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
20	Distribution and Collection System Supervisor Electric Line Worker III Fire Company Officer General Services Superintendent Laboratory Supervisor Plant Maintenance Supervisor Recreation Program Supervisor Senior Building Codes Enforcement Officer Utilities Business Manager	E	36,354	38,172	43,334	53,804
21	Fire Shift Commander Police Unit Supervisor Risk Management Officer		38,172	40,081	45,501	56,495
22	Accountant Lead Electric Line Service Worker Public Works Superintendent	E E	40,081	42,085	47,777	59,320
23	City Clerk Electric Line Crew Leader Planner Purchasing Agent Technology Administrator	E E E E	42,085	44,189	50,165	62,286
24	Chief Building Official Fire Division Chief Treatment Plants Operations Supervisor	E E E	44,189	46,398	52,673	65,400
25	Electric System Engineer Police Division Commander	E E	46,398	48,718	55,306	68,669
26	Assistant Finance Director Library Director Parks & Recreation Manager Tourism Development Director	E E E E	48,718	51,154	58,072	72,103
27	Assistant Public Works Director Electric Line Operations Superintendent Electric Support Superintendent Human Resources Director Water Resources Superintendent	E E E E E	51,154	53,712	60,976	75,708

June 10, 2013

* Police Detective - no new appointments to this classification after July 1, 2007

**CITY OF WASHINGTON
 ASSIGNMENT OF CLASSES TO GRADES AND RANGES
 F/Y 13-14**

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
28			53,712	56,398	64,025	79,494
29			56,398	59,218	67,226	83,469
30	Chief of Fire/Rescue/EMS	E	59,218	62,179	70,588	87,643
31			62,179	65,288	74,117	92,025
32			65,288	68,552	77,823	96,626
33	Administrative Services Director / CFO	E	68,552	71,980	81,714	101,457
	Community & Cultural Services Director	E				
	Electric Utilities Director	E				
	Police & Fire Services Director	E				
	Public Works & Water Resources Director	E				
34			71,980	75,579	85,800	106,530
35			75,579	79,358	90,090	111,857

E = Exempt from the overtime provisions of the Fair Labor Standards Act (FLSA)

7/1/2013



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: June 10, 2013
Subject: Brann Property Purchase Agreement
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt the attached Budget Ordinance Amendment and authorize the City Manager to execute the attached Offer to Purchase and Contract as well as any other document necessary to purchase the property owned by Brenda Brann at 1656 Springs Road.

BACKGROUND AND FINDINGS:

Staff negotiated the purchase of the Brann property adjacent to the sports complex within the budget guidelines provided by Council.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Agreement, Budget Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Concur [Signature] Recommend Denial _____ No Recommendation
_____ Date.

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

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$63,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 3. That the following account numbers be increased in the amounts indicated to Purchase the Brann Property adjacent to the sports complex:

10-00-4400-7100	Land Acquisition	\$10,000
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Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 10th day of June, 2013.

MAYOR

ATTEST:

CITY CLERK

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (form 2G) for guidance in completing this form]

City of Washington

hereby offers to purchase and Brenda Brann, as Buyer,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all
improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"),
upon the terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer
and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the
party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. **REAL PROPERTY:** Located in Beaufort County, State of North Carolina,
being known as and more particularly described as:

Address: Street 1656 Springs Road

City: Washington

Zip 27889

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: N/A

Subdivision Name: _____

Plat Reference: Lot _____, Block or Section _____ as shown on
Plat Book or Slide _____ at Page(s) _____ (Property acquired by Seller in Deed Book 1092 at Page 545).

NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit
the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and
Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject
to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure
And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. **FIXTURES:** The following items, if any, and if owned by the Seller, are included in the purchase price free of liens: any built-in
appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related
hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers,
burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric
garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds,
mailboxes, wall and/or door mirrors, attached propane gas tank, invisible fencing including all related equipment, lawn irrigation
systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the
Property, EXCEPT any such items leased by the Seller and the following items: gas tank (E. Ray Moore), plants, flowers,
bushes, blinds, curtains, rods, gas pack, cabinets, carport, yard ornaments, appliances other than stove,
and possibly one barn.

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: See above.

4. **PURCHASE PRICE:** The purchase price is \$ ***** 62,000.00 and shall be paid in U.S.
Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is
drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely
deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall
be paid as follows:

(a) \$ N/A, EARNEST MONEY DEPOSIT with this offer by cash personal check
 bank check certified check other: _____ to be deposited
and held in escrow by N/A ("Escrow Agent") until the sale is
closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not
accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of
breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not
affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest
monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller
for such breach.

Buyer initials _____ Seller initials BB

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

- (b) \$ N/A, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A, **TIME BEING OF THE ESSENCE** WITH REGARD TO SAID DATE.
- (c) \$ N/A, OPTION FEE in accordance with paragraph 16, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 27. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank).
- (d) \$ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
- (e) \$ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ 57,000.00*, BALANCE of the purchase price in cash at Closing.

*See Addendum 1.

5. LOAN CONDITION:

(a) **Loan:** Buyer's performance is contingent upon Buyer's ability to obtain a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: N/A loan at a Fixed Rate Adjustable Rate in the principal amount of N/A (plus any financed VA Funding Fee or FHA MIP) for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % and with loan origination fee not to exceed % of the loan amount ("Loan").

(b) **Loan Obligations:** The Buyer agrees to:

- (i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within N/A days after the Effective Date;
- (ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.

If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. Buyer further agrees to:

- (iii) Pursue qualification for and approval of the Loan diligently and in good faith;
- (iv) Continually and promptly provide requested documentation to lender.

(c) **Buyer's Right to Terminate:** If Buyer has complied with Buyer's Loan Obligations in subsection (b) above, then within N/A days after the Effective Date (or any agreed-upon written extension of this deadline) **TIME BEING OF THE ESSENCE**, Buyer shall have the right to terminate this contract by delivering to Seller written notice of termination if Buyer, in Buyer's sole discretion, is not satisfied that the Loan will be approved and funded. If Buyer has timely delivered such notice, this contract shall be terminated and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller. If Buyer provides Seller reasonable third-party documentation confirming Buyer's inability to obtain the Loan, then the Earnest Money shall serve as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. (WARNING: Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

6. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

Buyer initials _____ Seller initials BB

- To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.
- To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

7. **OTHER CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for N/A purposes.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 5.
If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before N/A.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

8. **SPECIAL ASSESSMENTS:** NOTE: For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of such assessments, if any): N/A

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ N/A per N/A. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

10. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. ~~Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for any production costs imposed by law.~~ Seller shall pay at Closing

Buyer initials _____ Seller initials BB

\$ N/A toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

11. **HOME WARRANTY:** If a home warranty is to be provided, select one of the following: Buyer may obtain a one-year home warranty at a cost not to exceed \$ N/A and Seller agrees to pay for it at Closing. Seller has obtained and will provide a one-year home warranty from N/A at a cost of \$ N/A and will pay for it at Closing.

12. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

13. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

14. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

15. **PROPERTY DISCLOSURE:**

Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) _____

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

16. **PROPERTY INSPECTION/INVESTIGATION** (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) **Property Condition:** As to all permanent improvements except: _____

_____, it is a condition of this contract that (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior building surfaces, structural components (including foundations, retaining walls, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination.

(b) **Inspections/Repair Negotiations:** Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buyer deems appropriate. Only items covered by subsections (a)(i), (a)(ii), and (a)(iii) above ("Necessary Repairs") are included in repair negotiations under this contract. All inspections, including but not limited to any additional inspections recommended by Buyer's inspector(s), shall be completed and written notice of Necessary Repairs shall be given to Seller on or before N/A (the "Repair Notice Date"). Seller shall have the option of completing Necessary Repairs or refusing to complete them. Seller shall provide written notice to Buyer of Seller's response within N/A days of Buyer's notice, **TIME BEING OF THE ESSENCE.** Seller's failure to provide said notice as required shall constitute an election by the Seller not to complete Necessary Repairs. If Seller elects not to complete all Necessary Repairs, then Buyer shall have the option of (a) accepting the Property in its present condition, (b) accepting Seller's offer to make repairs to the extent and as described in the Seller's response,

Buyer initials _____ Seller initials BB

or (c) terminating this contract, in which case all earnest monies shall be refunded. The Buyer shall deliver the Buyer's written decision to Seller within five (5) days after receiving the Seller's written response, or Seller's failure to respond, **TIME BEING OF THE ESSENCE**. Failure of Buyer to provide this written decision by the time stated herein shall constitute acceptance of Seller's agreement to make repairs to the extent and as described in the Seller's response. Buyer shall have the right to verify that any Necessary Repairs have been completed in a good and workmanlike manner.

(c) **Wood-Destroying Insects:** Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except N/A, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained on or before the Repair Notice Date. If the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall have the option of performing any required treatment or completing Necessary Repairs, or refusing to perform any required treatment or complete Necessary Repairs. If Seller elects not to perform required treatment or complete Necessary Repairs, Buyer shall have the option of accepting the Property without the required treatment or Necessary Repairs, or terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (c) in the same manner and within the same time limitations as set forth in subsection (b) above. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repair Notice Date. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (d) in the same manner and within the same time limitations as set forth in subsection (b) above.

(e) **Cost Of Repair Contingency:** In addition to the above, Buyer shall have the right to terminate this contract if a reasonable estimate obtained by Buyer of the total cost of Necessary Repairs equals or exceeds \$_____. This right may be exercised by Buyer without regard to any decision by Seller to complete, or refuse to complete, Necessary Repairs. Buyer shall notify the Seller in writing of its decision to terminate this contract under this Cost of Repair Contingency no later than seven (7) days following the Repair Notice Date, **TIME BEING OF THE ESSENCE**, in which case all earnest monies shall be refunded to Buyer. Neither the cost of wood-destroying insect treatment under subsection (c) above nor the cost of radon remediation under subsection (d) above shall be included in the cost of repairs under this subsection (e).

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 4(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on N/A, 20____, **TIME BEING OF THE ESSENCE** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections/investigations of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, **TIME BEING OF THE ESSENCE**, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 5, 6 or 7 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

Buyer initials _____ Seller initials BA _____

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

17. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the NC Home Inspector Licensure Board or applicable to any other NC licensed professional performing the inspection that reveal Necessary Repairs as defined under Alternative 1 of paragraph 16. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

18. **CLOSING:** Closing shall be defined as the date and time of recording of the deed and shall be on or before within 14 days (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to _____
City of Washington

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the Closing Date or the last agreed-upon extension of the Closing Date, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

19. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached OR a Seller Possession After Closing Agreement is attached. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

20. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- | | |
|---|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum (Form 2A12-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Insurance Availability/Affordability Addendum
(Form 370-T) (NC Association of REALTORS form only) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |

Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
 OTHER: The City Attorney's title search appears to reveal that Kimberly I. Smith, predecessor in title to Seller, may have been married to Mark Jason Smith at the time of her conveyance of the subject property to Seller. If the above is accurate, this offer is contingent upon Mark Jason Smith conveying his marital interest for no additional consideration.
See Addendum 1.

Buyer initials _____ Seller initials BB

21. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

22. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

23. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 16 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

24. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

25. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

26. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

27. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

28. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

Buyer has has not made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: _____	Date: _____
Buyer _____ (SEAL) City of Washington	Seller <u>Brenda Brann</u> (SEAL) Brenda Brann
Date: _____	Date: <u>5-24-13</u>
Buyer _____ (SEAL)	Seller _____ (SEAL)

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 102 E. 2nd Street
Washington, NC 27889

Buyer Fax#: _____

Buyer E-mail Address: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax#: _____

Seller E-mail Address: _____

SELLING AGENT NOTICE ADDRESS:

Individual Selling Agent: _____

License #: _____

Firm Name: _____

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Mailing Address: _____

Selling Agent Fax#: _____

Selling Agent E-mail Address: _____

Selling Agent Phone#: _____

LISTING AGENT NOTICE ADDRESS:

Individual Listing Agent: _____

License #: _____

Firm Name: _____

Acting as Seller's (sub)Agent Dual Agent

Mailing Address: _____

Listing Agent fax#: _____

Listing Agent E-mail Address: _____

Listing Agent Phone#: _____

ESCROW ACKNOWLEDGMENT

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date _____

Firm: _____

By: _____
(Signature)

SELLER POSSESSION AFTER CLOSING AGREEMENT

THIS AGREEMENT IS AN ADDENDUM TO THE OFFER TO PURCHASE AND CONTRACT.

WARNINGS TO BUYERS AND SELLERS:

- THIS FORM DOES NOT CONTAIN ALL OF THE PROTECTIONS OF A STANDARD RESIDENTIAL LEASE. DO NOT USE FOR OCCUPANCY OF MORE THAN 7 DAYS.
YOU ARE ADVISED TO CONFIRM WITH AN INSURANCE PROFESSIONAL THE TERMS OF COVERAGE UNDER YOUR PROPERTY AND CASUALTY INSURANCE POLICY BEFORE USING THIS ADDENDUM.

Seller: Brenda Brann

has entered into an Offer to Purchase and Contract ("Contract") dated effective June 10, 2013 with Buyer: City of Washington

to sell the Property known as: 1656 Springs Road, Washington, NC 27889

Seller desires to remain in possession of the Property on and after the Closing date ("Closing") throughout the "Term," which ends the earlier of September 2, 2013, (insert a date not later than seven (7) days after Closing) or the date Seller vacates the Property. Seller and Buyer, in consideration of the provisions set forth below, hereby agree as follows:

- 1. Seller acknowledges that all appliances, systems and equipment are in good working order and that Seller shall be responsible for the maintenance and repair of all appliances, systems and equipment on the Property for the Term. The following appliances, systems and equipment are not in working order at the time of this Agreement:
2. Seller shall not alter, modify, damage or fail to maintain the Property in its condition at Closing. In the event that the Property is altered, modified, damaged or not maintained by Seller in its condition at Closing, Seller shall pay all costs necessary to correct any alterations, modifications or damage to the Property to bring the Property back to its condition at Closing.
3. Seller shall pay Buyer a non-refundable lump sum of \$ * for the Term payable in advance at Closing ("Rent"). *See Addendum 1.
4. Seller shall vacate the Property no later than midnight of the last day of the Term. If Seller remains in the Property thereafter ("Holding Over"), such Holding Over shall be a breach of this Agreement. Seller shall continue to be bound by all of the terms and conditions of this Agreement, except that during such Holding Over, for each day that Seller remains in possession of the Property, Seller shall pay to Buyer the greater of the Rent or \$500 per day.
5. Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (sewer, water, gas, electricity, etc.) during the Term.
6. Seller shall be responsible for lawn maintenance and trash removal during the Term.
7. Seller shall procure and/or maintain in effect a policy or policies of insurance adequately covering Seller's personal property and insuring against any public liability which may arise out of, or by virtue of, the use and occupancy of the Property by Seller, Seller's family and/or agents and employees of Seller. Risk of loss or damage to the Property by fire or other casualty transfers to Buyer at Closing.
8. As of Closing, Buyer shall keep the Property, together with any improvements and any personal property owned by Buyer on or in the Property, insured for the benefit of Buyer in such amount and to such extent as Buyer determines desirable.
9. Seller shall indemnify and hold Buyer harmless from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever caused by, or arising out of, or in any manner connected with any damage to the Property occasioned by Seller's use and/or occupancy of the Property during the Term, including intentional or negligent acts by Seller, Seller's family, and/or agents and employees of Seller, or any injury to person or persons, including death, or any damage occurring in or about the Property and resulting from or occasioned by Seller's use and/or occupancy of the Property during the Term.

Page 1 of 2

Buyer Initials _____ Seller Initials BB _____

10. Seller shall not sublet the Property or assign this Agreement.
11. Buyer shall pay the owner's association dues and other like charges, if any, during the Term.
12. In the event of Seller's breach of this Agreement, Seller may be evicted from the Property pursuant to a summary ejectment proceeding brought before the magistrate in the county where the Property is located, as provided in Chapter 42 of the North Carolina General Statutes.
13. The losing party in any legal proceeding brought by Buyer or Seller against the other party for breach of any provision of this Agreement (including an action for summary ejectment) shall be liable for the costs and expenses of the prevailing party, including reasonable attorneys' fees (at all tribunal levels).
14. **Time is of the essence with regard to the Term.**

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE CONTRACT, THIS AGREEMENT SHALL CONTROL.

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Buyer: _____ (SEAL) Date _____

Buyer: _____ (SEAL) Date _____

Seller: Brenda Brann (SEAL) Date 5-24-13
 Brenda Brann

Seller: _____ (SEAL) Date _____

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

**ADDENDUM 1 TO OFFER TO PURCHASE AND CONTRACT AND SELLER
POSSESSION AFTER CLOSING AGREEMENT**

NOTWITHSTANDING anything to the contrary contained in the Offer to Purchase and Contract or Seller Possession After Closing Agreement and as further consideration for the same, the parties agree as follows:

1. Buyer shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, and for excise tax (revenue stamps) required by law.
2. Numbered paragraph 3 of Seller Possession After Closing Agreement shall be replaced in its entirety with the following. Buyer's attorney shall retain \$5,000.00 ("Rent") of the purchase price at and after closing, to be held in accordance herewith. Upon Seller's performance of all of the terms and conditions of the Offer to Purchase and Contract as well as Seller Possession After Closing Agreement and after any deduction required thereby, Buyer's attorney shall tender said \$5,000.00 to Seller.

This the ____ day of May, 2013.

Brenda Brann
BRENDA BRANN

CITY OF WASHINGTON

BY: _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: June 10, 2013
Subject: Meredith Settlement Budget Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a budget ordinance amendment to appropriate funds for the Meredith settlement.

BACKGROUND AND FINDINGS:

This budget ordinance amendment is necessary to cover legal and other related expenses for the Meredith settlement at the Airport.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 6/5 Concur [Signature] Recommend Denial _____ No Recommendation
_____ Date.

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

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

Section 1. That the Estimated Revenues in the Airport Fund be increased for the Meredith Settlement in the following account:

37-90-3991-9910	Fund Balance Appropriated	\$35,103
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Section 2. That the Airport Fund appropriations budget be increased in the following account:

37-90-4530-0401	Lawsuit Settlement	\$35,103
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 10th day of June, 2013.

MAYOR

ATTEST:

CITY CLERK