



City of
Washington
NORTH CAROLINA
Council Agenda
DECEMBER 9, 2013
5:30 PM

Opening of Meeting

Nondenominational Invocation – Pastor Jay Martin (Church of the Good Shepherd)

Roll Call

Approval of Minutes from November 18 & 21, 2013 **(Page 4)**

Approval/Amendments to Agenda

***Presentation of Memorial & Retirement Resolutions**

***Presentation to Mayor Jennings & Councilman Moultrie**

I. Consent Agenda:

- A. Adopt - Resolution fixing date for public hearing on the non-contiguous annexation of Washington Montessori School **(page 23)**
- B. Adopt – Resolution fixing date for public hearing on the non-contiguous annexation of West Park Motors **(page 28)**
- C. Adopt – Ordinance to amend Chapter 2, Administration by adding a new Article XXIII, Waterfront Docks Advisory Committee **(page 33)**
- D. Approve – Purchase Orders > \$20,000 **(page 37)**
- E. Adopt – Budget Ordinance Amendment for the Jimmy Davis settlement - \$33,831 **(page 40)**

II. Comments from the Public:

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

- A. None –

IV. Public Hearing – Other:

- A. Public Hearing – Beaufort County Comprehensive Transportation Plan Recommendations and Problem Statements **(page 42)**



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- V. Scheduled Public Appearances:
- A. Crystal W. Roberts (Martin - Starnes & Associates, CPA's, P.A.) – Comprehensive Annual Financial Report (**no write-up**)
- VI. Correspondence and Special Reports:
- A. Memo - Grant Updates (**page 61**)
- B. Memo – Recommendation Regarding Request for Release from Electric Service (**page 75**)
- C. Memo - General Fund Budget Transfer (**page 76**)
- VII. Reports from Boards, Commissions and Committees:
- A. Financial Reports (**emailed as available**)
- VIII. Old Business:
- A. Authorize – City Manager to Execute an Agreement with EMS Management & Consultants (**page 78**)
- B. Award & Approve – Tentatively **Award** Contract for Terminal Building Construction at Warren Field to A.R. Chesson Construction Co., and **Approve** Grant Project Ordinance Amendment and **Approve** Corresponding Purchase Order (**page 97**)
- C. Authorize & Approve – City Manager to Execute Work Authorization with Talbert & Bright and **Approve** Corresponding Purchase Order (**page 102**)
- D. Award & Approve – Lead Abatement Renovation Contract to Utility Service Co., Inc. and **Approve** Corresponding Purchase Order (**page 114**)
- E. Discussion – Northgate Subdivision Sidewalk Installation (**no write-up**)
- F. Discussion – Council's Compensation (**no write-up**)
- G. Declare – Election Results Official and Seats to be Vacant (**no write-up**)

RECESS



City of
Washington
NORTH CAROLINA
Council Agenda
DECEMBER 9, 2013
5:30 PM

- IX. Administration of Oaths – Senior Resident Superior Court Judge
Wayland Sermons
- X. Nomination of Mayor Pro tem
- XI. New Business:
A. Adopt - FY2014/2015 Budget Schedule (**page 116**)
B. Authorize – City Manager to Give Flanders Filters an Additional
Two Year Sewer Overbilling Adjustment (**page 118**)
- XII. Appointments:
A. Appointments – of Council Liaisons for Boards, Commissions and
Committees (**page 119**)
B. Appointments – Various Boards, Commissions and Committees
(**page 122**)
- XIII. Any other Items from City Manager:
A. None -
- XIV. Any other business from the Mayor or other Members of Council
A. None -
- XV. Adjourn – Until Monday, January 13, 2014 at 5:30 pm, in the Council
Chambers at the Municipal Building.

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

November 18, 2013

The Washington City Council met in a regular session on Monday, November 18, 2013 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Councilman; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney. Councilman Moultrie was absent from the meeting.

Also present were: Stacy Drakeford, Interim Fire & 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; Lynn Lewis, Tourism Director; and David Carraway, IT Department and Mike Voss, Washington Daily News.

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

APPROVAL OF MINUTES:

Councilman Mercer requested the following changes on the minutes of October 7 and October 18, 2013:

1. Page 6 of the October 7 minutes where Mr. Langley discussed water under his house should read sills and not seals
2. Page 12 paragraph 2 the motion of the October 18 should read: vote 3-1 and not 3-2.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council approved the minutes of October 7, and October 18, 2013 as amended.

APPROVAL/AMENDMENTS TO AGENDA:

Mayor Jennings reviewed the requested changes to the agenda:

- Remove: Public Hearing Other: Item A: – Close out of FY 09 CDBG Housing Development Program – Washington Housing, Inc. (*City Manager, Brian Alligood explained he had received a call from Richard Self, DCA and he indicated the City had received approval on the extension of grant FY 09 CDBG Housing Development Program until October 14, 2014 and we do not need to close the grant until that time.)
- Remove: New Business: Item C: - Authorize – City Manager to execute an agreement with EMS Management & Consultants
- Move Consent Item G: Adopt – Ordinance Waterfront Advisory Committee to Old Business Item E

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

CONSENT AGENDA:

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

A. Authorize/Adopt – Repurchase of Cemetery Lot R-83, Plot 2 in Oakdale Cemetery for \$600 **and** Adopt Budget Ordinance Amendment
(copy attached)

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

<u>Vehicle Number</u>	<u>Make /Model</u>	<u>Serial</u>	<u>Odometer</u>
<u>Number</u>	<u>Description</u>	<u>Number</u>	<u>Reading</u>
#134	2005 Ford Crown Vic	1FAHP71W75X136814	126,905
#150	2007 Ford Crown Vic	2FAFP71W17X130663	125,690
#158	2005 Ford Crown Vic	2FAHP71W25X100996	110,067
#159	2005 Ford Crown Vic	2FAHP71W15X128532	106,080

C. Accept/Adopt – Grant from Mid-East Commission Area Agency on Aging **and** Adopt Budget Ordinance to adjust the FY 13-14 budget appropriations and estimated revenue to match the grant award (\$32,680)
(copy attached)

D. Approve/Support – NC State Trails Program – 2014-2015 RTP Grant application

E. Adopt – Resolution directing the City Clerk to investigate a petition for a non-contiguous annexation of Washington Montessori School
(copy attached)

F. Adopt – Resolution directing the City Clerk to investigate a petition for a non-contiguous annexation of West Park Motors
(copy attached)

G. **Moved to New Business Item: E** – Adopt – Ordinance – Waterfront Advisory Committee

COMMENTS FROM THE PUBLIC:

There were no comments from the public

PUBLIC HEARING ON ZONING: NONE

PUBLIC HEARING OTHER: CLOSE OUT OF FY09 CDBG HOUSING DEVELOPMENT PROGRAM – WASHINGTON HOUSING INC. (item removed)

SCHEDULED PUBLIC APPEARANCES:

Randall & Shelia Morgan who lives on River Road requested to be released from Washington Utilities in order to be transferred to Tideland Electric.

Mr. and Mrs. Morgan commented that Tideland has a line that runs behind and in front of their property.

Mayor Jennings inquired what else would be involved in releasing the Morgan's from Washington Utilities? Mr. Allgood stated he understands this is not something we have done before and North Carolina laws states that once you serve a customer you retain that customer until you remove the customer. The first step would involve Council agreeing to the transfer and then it would have to be sent to the North Carolina Power Agency for their approval.

Mayor Jennings voiced Council will take this request under advisement and directed Mr. Allgood to follow up on the procedure and bring this item back to Council for final approval.

Mr. Joey Toler – explained that the Beaufort County Arts Council had recently become aware of a grant opportunity from the National Endowment for the Arts and wishes to pursue the grant. It is a planning grant which will involve calling in consultants to work with them as they move forward with their efforts involving the Turnage Theater. To ensure success as much as possible, this will include various partners in our community. The grant that NEA is offering is a grant called OUR TOWN Grant Program.

The grant requires two primary partners: a non-profit cultural arts organization and a local government entity. BCAC would serve as the 501(c)(3) arts organization and would like to request the local government entity be the City of Washington.

BCAC would fulfill all administrative roles regarding the grant (i.e. application, disbursement of funds, reporting, etc.) The grant does not require any financial obligation on the City's part.

City of Washington would only need to submit a formal endorsement letter designating the project as the only one being submitted for the local government. In other words, that City of Washington is not applying for any other NEA grants.

The deadline to apply for the grant is January 13, 2014. Grant awards range from \$25,000 to \$200,000. BCAC will be applying for \$25,000-\$30,000 to bring in consultants. Mr. Toler provided the basic outline regarding the grant.

Mayor Pro tem Roberson inquired which one of the projects BCAC is specifically interested in for the funding capabilities? Mr. Toler stated they are looking at "Cultural Planning" for the Creative asset mapping, Support for creative entrepreneurship and Creative industry cluster/hub development. Councilman Mercer asked if Mr. Toler felt they would be able to apply in all five areas. Mr. Toler stated they will be applying for a grant where all of this can work together and Councilman Mercer suggested they would be more likely to receive a grant if you concentrate your efforts in one or two those areas that was mentioned. Councilman Pitt inquired if this was a competitive ~ Mr. Toler responded 'yes' very competitive – approximately 350 applications and they grant approximately 80.

Mayor Jennings voiced the key part of the process was exactly what Mr. Toler had done – he love that he came in early. Also with there being no administrative expectation of the City (with the Manger agreeing we do not have any other competing interest for NEA grants) he doesn't see why the City would not supportive.

Mr. Marc Recko – addressed Council regarding the KaBoom grant. Mr. Recko introduced Ms. Lorraine Garner from Oakcrest Community Housing Development and noted they are the happy recipient of receiving a grant to build a playground. On December 14, 2013, they will be building the playground at Oakcrest Housing Development. On the morning of December 14, there will be no playground there but by the end of the day, there will be a new playground for 200+ children that reside at Oakcrest. The grant is through an organization called KaBoom, the grant is for \$15,000. They are in the process of raising another \$80,000.

Mr. Recko voiced they are here to invite City Council to participate with this project. Councilman Pitt attended the design day where the children came together and designed the playground. Mr. Recko requested the City supply trash receptacles, recycle containers, dumpsters, and possibly EMS support during the day.

Ms. Garner stated the Oakcrest Community needs this playground for our children because the children have nowhere to play except for in the streets.

Mayor Jennings thanked Mr. Recko and Ms. Garner for their involvement and stated they look forward to seeing the playground.

CORRESPONDENCE AND SPECIAL REPORTS:

MEMO – STATUS REPORT – SBEA GRANT PROGRAM & CDBG 09-C-2050 WASHINGTON HOUSING INC.

The Division of Community Investment and Assistance approved the 2011 Community Development Block Grant (CDBG) for Small Business and Entrepreneurial Assistance (SBEA) funds in the amount of \$200,000. The primary purpose of the SBEA program is to provide funding to local governments to help jumpstart the growth of existing small businesses by expanding their businesses and creating new jobs. Five (5) local businesses are participating in the program and will provide the local match. The local businesses that are participating are: Park Boat Company, Hospital Pharmacy, East Carolina Imports, FRE Plumbing, and Pamlico Fencing.

The grant project is authorized to provide CDBG funds to these local businesses for construction/rehab, machinery and equipment, and working capital. By providing capital resources to the existing business the City of Washington will help increase employment opportunities by creating 8 new jobs. Funding eligibility is contingent upon the creation and retention of permanent fulltime jobs. Each new job created or retained is eligible to receive up to \$25,000 in grant funds. The City of Washington was therefore awarded \$200,000 in Small Business and Entrepreneurial Assistance funds. Before these funds can be released the conditions must be met. Monthly status reports and a letter indicating completed activities is provided.

CDBG 09-C-2050 Washington Housing Inc.

The Division of Community Investment and Assistance approved the 2009 Community Development Block Grant for Housing Development in the amount of \$227,700. The primary purpose of the program is to provide funding to local governments to provide residential construction for low to moderate income individuals. The City of Washington is working in partnership with the Washington Housing Authority and Washington Housing Inc. The performance requirement was originally 13 houses built and occupied by 10/31/14. That requirement has been reduced to 10 houses. Attached are monthly grant updates and project schedule. (Memo accepted as presented)

Re: Jumpstart Washington CDBG Report
Washington CDBG #11-C-2340
Small Business and Entrepreneurial Assistance Grant (SBEA)

Dear Mr. Rodman:

During the months of August, September and October, 2013, The Wooten Company completed the following CDBG activities:

- One new employee was hired by one of the five project companies that qualifies as low – moderate income, which brings our current total of new hires to six towards a goal of eight.
- Grant funded purchases were advertised for three pieces of equipment for project company's needs.
- Staff met with four of five project companies to execute the revised Legally Binding Commitments and Promissory Notes.
- Staff met with project companies to finalize specifications for grant funded equipment needs.
- On-going administration and financial management.

s/Billie Hansen, Project Manager

Monthly Performance Status Report
(Due on 15th of each month)

Grantee Name: City of Washington Grant Number: 11-C-2340 Month: October 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>
Rehabilitation (Commercial)	On		
Working Capital	On		
Machinery & Equipment	On		
Planning	On		
Administration	On		

Prepared By: Billie Hansen Title: Project Coordinator
 Endorsed By: Brian Alligood Title: City Manager (City/County Manager or Clerk)
 Board or Council Update: John Rodman, Dir. of Planning Date: November 11, 2013

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

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

Status Report
City of Washington
Washington FY 11 SBEA Jumpstart Washington
11-C-2340

Date: [REDACTED]
Through CDBG Req #: [REDACTED]

Activity	Total Project Funds			CDBG Funds		Other Funds	
	CDBG Grant**	Other*	Total Budget	Requisitioned To Date**	Unencumbered Balance To Date	Expended To Date**	Unencumbered Balance To Date
C-1							
Working Capital	\$43,750.00	\$97,125.00	\$140,875.00	\$43,750.00	\$0.00	\$0.00	\$97,125.00
Machinery and Equipment	\$131,250.00	\$53,375.00	\$184,625.00	\$54,531.22	\$78,718.78	\$0.00	\$53,375.00
Planning	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Administration	\$20,000.00	\$0.00	\$20,000.00	\$16,644.43	\$3,355.57	\$0.00	\$0.00
C-1 Total	\$200,000.00	\$150,500.00	\$350,500.00	\$114,925.65	\$85,074.35	\$0.00	\$150,500.00
PROJECT TOTAL	\$200,000.00	\$150,500.00	\$350,500.00	\$114,925.65	\$85,074.35	\$0.00	\$150,500.00

**City of Washington
Grant Update**

Agenda Date: November 18, 2013

Grant Name: CDBG Housing Development Program
Grant Number: CDBG 09-C-2050 (HD)
Grant Agency: Department of Commerce
Contract Grant Administrator: Holland Consulting, Reed Whitesell
City Grant Administrator: John Rodman

Award Date: 4/9/10 Grant Expiration Date: Projected Completion Date: 10/31/14

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$227,700	\$185,718.62	\$227,700	
City Match	0		0	
Other Match				
Total	\$227,700	\$185,718.62	\$227,700	\$185,718.62

*Detailed Revenue and Expenditure Statement is attached.

Reimbursement to Date:	\$185,718.62
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$185,718.62

Grant Status

Prior Activity:

The performance requirement has been reduced from 13 to 10 houses built and occupied by 10/31/14. Three houses are currently occupied at this time. One of these houses was constructed on one of the 8 lots purchased with grant funds. As per the LBC, \$6000 was placed in the trust account of the city attorney.

Activity during Month:

The fourth house is under construction at this time. The closing has already taken place and WHI put \$6000 in the city attorney’s trust account as stated in the LBC. The buyer should be living in home within 2 months.

**City of Washington
Grant Update**

Projected Activity for next Month:

The fifth house is under contract and should close within the next month. Construction will begin at that time. In addition, 3 more applicants are in the pre-approval process at this time.

MEMO – FUEL REBATE POLICY

In order to assist with attracting more aircraft traffic to Warren Field Airport, staff has proposed the attached fuel rebate program to be implemented. This proposal was submitted to the Airport Advisory Board and received their overwhelming approval. This policy is just being presented for your information and no action is required. (Memo accepted as presented)

FUEL REBATE POLICY

Purchase 250 or more gallons per quarter receive \$0.10/gallon rebate.

Purchase 500 or more gallons per quarter receive \$0.20/gallon rebate.

Purchase 1,000 or more gallons per quarter receive \$0.30/gallon rebate.

Purchase 2,000 or more gallons per quarter receive \$0.40/gallon rebate.

Purchase 4,000 or more gallons per quarter receive \$0.50/gallon rebate.

Conditions: Must sign up to receive rebates and make at least four (4) purchases per quarter. Rebates will be made within thirty (30) days of end of quarter. Quarters end in March, June, September and December.

REPORT – LOAD MANAGEMENT DEVICE INSTALLATION (OCTOBER)

Load Management Device Installation Report

Project Start Date : October 2010

	October 2013	Project to Date	Projected Annual Savings
Total Load Management Device Installations	52	2,318	
Total Accounts Added with Load Management	64	1,717	
Appliance Control Installations			
Air Conditioner / Heat Pump	70	1,747	\$85,575
Auxiliary Heat Strip	53	878	\$90,978
Electric Furnace	3	260	\$35,922
Water Heater	61	1,385	\$118,290
			\$330,765
Total Encumbrances to Date			
Load Management Devices		\$65,600	
Contractor Installations		\$250,000	
Total Project Encumbrances		\$315,600	
Total Expenses to Date			
Load Management Device Purchases		\$65,600	
Contractor Installation Expenses	\$9,805	\$232,995	
Total Project Expenses		\$298,595	
Average Cost per Load Management Device Installed		\$129	
Average Installed Cost per Controlled Appliance		\$70	

Load Management Devices Remaining in Stock 182

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:
HUMAN RELATIONS COUNCIL
 (Report approved as submitted)

SCHEDULED PUBLIC APPEARANCES:

Criminal Justice Program Coordinator, Kimberly Grimes addressed the Board regarding the event “Take-A-Stand & Give-A-Helping Hand” to be held on Saturday, October 19, 2013 at the Smoke on the Water Festival. Ms. Grimes explained that the event would allow an individual to put their hand on a Police or Fire vehicle and all contributions would be donated to the Marion L. Shepard Cancer Center.

Event organizer, Barbara Gaskins addressed the Board regarding the Trunk & Treat event planned for Thursday, October 31, 2013 at Beebe Park. Ms. Gaskins requested the boards’ participation by volunteering and donating candy.

Update – Fire Chief Rose – Provided an update on the project and the placement of the Ed Peed marker at Beebe Park. Chief Rose presented the marker for the Board to review and noted it was made with non-glare acrylic. This is an informational pedestal and the community will be provided with the history of Edward Peed when walking in the Park for generations to come.

Chief Rose advised the next step in this on-going project would be to request NDCOT to place a historical marker sign out at 15th Street directing people to the site.

Discussion – Post Master Myra Lynn – unveiling of cancellation stamp for Ed Peed – The Human Relations Council was informed of Ms. Lynn’s request to unveil a cancellation stamp at the Ed Peed Commemoration service to be held on Saturday, February 15, 2014. By unanimous vote, the Board approved this request.

Amendment – Amended By-laws – A hard copy of the current operating by-laws was provided to the Human Relations Council Board members for filing purposes.

OPEN DISCUSSION:

Memorial discussion for former Board Chair Evelyne Roberson was held. The Board approved purchasing flowers (\$72.59) from the Human Relations Council budget and to receive private donations from Board members. The private donations would be presented to the Marion L. Shepard Cancer Center to memorialize Mrs. Roberson. Also, the Human Relations Council presented a resolution to Mrs. Roberson’s family.

CANCELED MEETING:

Chairman Hughes and the Human Relations Board determined that there were no regular items that would require a meeting for the month of November. The next meeting was scheduled for December 10, 2013 with time and venue to be announced.

FINANCIAL REPORTS (EMAILED AS AVAILABLE)

There were no comments regarding Financial Reports.

APPOINTMENTS – VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES:

Waterfront Advisory Committee –

Councilman Mercer explained he requested moving this item because all previous discussions regarding this board have involved maintenance, or management of the Waterfront Docks. When the ordinance and resolution was written it basically states a Waterfront Advisory Committee. Councilman Mercer suggested everywhere we have the words ‘Waterfront Advisory Committee’ we put in the word ‘Docks’ between the word ‘Waterfront’ and ‘Advisory’. Councilman Mercer stated this would then become the Waterfront Docks Advisory Committee to clarify that the panel’s focus would be on the City docks and not the entire waterfront. Also, he recommended changing the language under Sec. 2 – 594 Duties:

Paragraph:

The Waterfront Advisory Committee shall act as an advisory board to the City Council, City Manager and Director of Community and Cultural Services and provide recommendations regarding the management of the waterfront docks according to the Washington Waterfront Docks Business Plan and to advance the goals and objectives of said Plan.

To read:

The Waterfront Advisory Committee shall act as an advisory board to the City Council,

City Manager and Director of Community and Cultural Services provide recommendations regarding the management of the waterfront docks.

Mayor Jennings voiced that there was no residency requirement in the composition of the committee. It has been determined that out of all the people who have applied that there are no city residents in the group. In all the other advisory boards the City has, there is a residency requirement at least for a portion of the board. Councilman Brooks felt we should have some City residents on this board. Mayor Pro tem Roberson suggested it should be 3-2 (3 inside the city and two outside). Councilman Pitt concurred with City residency and voiced it should at least be a minimum two. Councilman Mercer said he had no problem with two or three – speaking from experience with the Airport Board it's hard to get three but at least a minimum of two. Mayor Pro tem Roberson reiterated the City should always control the majority of the votes if it belongs to the City of Washington.

Mayor Jennings referred to Franz Holscher, City Attorney as to what he had heard regarding the modification put forward and if he could reduce this to writing tonight. Mr. Holscher stated with staff's help it could be done but he would prefer to do a re-write and propose the draft at a later date.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council tabled this appointment until December 9, 2013 to allow revisions. Majority vote was three (3) inside and two (2) outside. This will be addressed under Old Business at the December 9, 2013 meeting.

Mr. Fred Watkins stated that December 9, 2013 was doable but felt we need more members to allow qualified applicants to serve on the board. Mr. Watkins suggested increasing the Board appointment to five or seven to have good qualified people.

Mayor Jennings suggested Council was looking for the Maritime Committee to put forward some formal recommendations but what we received was a lot of people on the committee applied for the position. Council would appreciate the guidance of the Maritime Committee to choose two members to serve on this board.

Recreation Advisory Committee –

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council appointed Carl W. Moore Jr. to the Recreation Advisory Committee to fill the unexpired term of Ann Ange (outside), term to expire June 30, 2014.

Planning Board –

Mayor Jennings suggested having a new liaison in place before making the appointment on the Planning Board and Council agreed.

Board of Library Trustees –

Appointments continued

OLD BUSINESS:**AUTHORIZE – CITY MANAGER TO NEGOTIATE AND EXECUTE ENGINEERING CONTRACT FOR VARIOUS WATER AND PROJECTS AS A RESULT OF THE RECENTLY AWARDED EDA GRANT:**

City Manager, Brian Alligood explained this request allows the City to negotiate and execute an engineering contract with Rivers and Associates, Inc. North Carolina Law known as the Minnie Brooks Act requires when acquiring engineering services that it not be based on price and it be done on the basis of qualifications. Request for qualifications were sent out and from that we made a qualification base selection. The firm that is the most qualified and experienced with the projects we have. After this phrase you negotiate the final price. RFQ was distributed after we were awarded the EDA grant eight (8) companies submitted proposals. Staff recommended that Rivers and Associates, Inc. be selected the engineering firm. It will be much easier for staff to deal with one engineering firm and have one engineering firm overseeing all projects in reference for submittals, pay request and reimbursement requests.

Mr. Alligood stated the amount of the contract will be negotiated in accordance with the law; however, it will not exceed \$290,506. This is the amount of monies allocated under the grant for engineering services.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council authorized the Manager to negotiate and execute an engineering contract with Rivers and Associates, Inc. for various water and sewer projects as a result of the recently awarded EDA grant.

(copy attached)

AWARD/APPROVE – CONTRACT FOR AIRPORT TERMINAL SITE SURCHARGE WORK AND APPROVE PURCHASE ORDER FOR SAME TO B.E. SINGLETON & SONS, INC. (\$37,016)

City Manager, Brian Alligood explained this a contract and corresponding purchase order for B.E. Singleton to perform earth moving work at the future site of the proposed airport terminal building. When the site was evaluated by the Geo-Technical Engineer, there were some concerns with soil shrinkage and settling with the new building. This work will primarily consist of the excavation of approximately 30” of existing material, backfilling with structural fill and surcharging the site with an additional 8’ of material. This method was determined to be the most economical of those considered in order to reduce the possibility of settlement in the future. Informal bids were requested of three contractors and we received two bids. B.E. Singleton had the lowest bid of \$37,016.

Mr. Alligood stated part of the project will consist of a surveyor being on site to do measurement.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council awarded a contract for the airport terminal building surcharge work to B.E. Singleton & Sons, Inc., in the amount of \$37,016 and approved a purchase order for this amount.

Warren Field
 Terminal Building Surcharge and Site Preparation
 TBI No. 4207-1302
 Bid Date: Friday, October 25, 2013 @ 1:00 pm

This Tabulation was prepared by Talbert & Bright, Inc. and is correct to the best of our knowledge, information, and belief.

By: *JTB* Date: 10/25/13

Base Bid					B.E. Singleton & Sons, Inc. 920 W. 3rd Street Washington, NC 27889 NC General License No: 8226		St. Clair Trucking, Inc. PO Box 372 Washington, NC 27889 NC General License No: 30071	
Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total	Unit Price	Ext. Total
1	P-150	Mobilization	LS	1	\$ 4,355.00	\$ 4,355.00	\$ 12,180.00	\$ 12,180.00
2	95	Temporary Chain Link Construction Fence	LF	430	\$ 7.06	\$ 3,035.00	\$ 16.05	\$ 6,901.50
3	95	Temporary Silt Fence	LF	300	\$ 3.00	\$ 900.00	\$ 3.35	\$ 1,005.00
4	95	Temporary Seeding and Mulching	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
5	95	Erosion Control Matting	SY	75	\$ 4.00	\$ 300.00	\$ 5.60	\$ 420.00
6	REP	Pavement Removal	SY	360	\$ 13.25	\$ 4,770.00	\$ 5.14	\$ 1,850.40
7	REP	Sidewalk Removal	SY	26	\$ 10.00	\$ 260.00	\$ 5.77	\$ 150.02
8	95	Remove Chain Link Fence	LF	275	\$ 3.20	\$ 880.00	\$ 1.64	\$ 451.00
9	P-152	Unclassified Excavation	CY	2,100	\$ 6.00	\$ 12,600.00	\$ 5.00	\$ 10,500.00
10	P-152	Borrow Embankment - Structural Fill	CY	700	\$ 9.00	\$ 6,300.00	\$ 17.54	\$ 12,278.00
11	95	Settlement Monitoring Devices	EA	2	\$ 300.00	\$ 600.00	\$ 600.00	\$ 1,200.00
12	95	Drainage Pipe Replacement	LF	40	\$ 37.90	\$ 1,516.00	\$ 20.00	\$ 800.00
Total - Base Bid:						\$ 27,016.00		\$ 46,735.92

(copy attached)

ADOPT – WATERFRONT RESTROOMS GRANT PROJECT ORDINANCE AMENDMENT AND BUDGET ORDINANCE AMENDMENT (\$44,397) STORAGE EQUIPMENT SHELTER

City Manager, Brian Allgood called Council’s attention to a previous meeting when there were discussion regarding additional funds that would be needed in order to fund the low bid on the construction of this project.

Councilman Mercer inquired about the installment purchases item in the amount of (\$17,680). Mr. Allgood stated it was the under-run on the Peterson’s building roof.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson Councilman Brooks, Council adopted a grant project ordinance amendment and a budget ordinance amendment to provide additional funds for the Waterfront Restroom project.

(copy attached)

AUTHORIZE – CITY MANAGER TO SIGN THE GROUND LEASE AND EASEMENT AGREEMENT WITH WASHINGTON AIRPORT SOLAR, LLC.

City Manager, Brian Allgood noted this is the agreement that has been thoroughly reviewed by the FAA and they have no objections to it as presented. This agreement allows them to place the Solar Farm at the airport and includes all of the legal documents.

Council commended the efforts of Mr. Allgood for getting this project moving along. Councilman Mercer voiced Mr. Allgood had gone above and beyond what is considered to be his normal responsibilities. Mayor Jennings echoed the comments and stated he did an awesome job in preserving the process. Mr. Allgood echoed the same comments to Public Works Director, Allen Lewis and his staff along with the City Attorney.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council approved and authorized the Manager to sign the attached Ground Lease and Easement Agreement and related

legal documents, including but not limited to, Easement Agreement, Solar Skyway Easement, Memorandum of Lease and Owner Affidavit and Indemnity Agreement on behalf of the City with Washington Airport Solar, LLC.

(copy attached)

NEW BUSINESS:

AUTHORIZE – MANAGER TO AWARD CONTRACT FOR POWER LINE CONSTRUCTION NOT TO EXCEED (\$200,000)

City Manager, Brian Alligood stated this is the authorization that will allow us to enter into an agreement with an outside contractor to provide the interconnect work – powerline work and anything that needs to be done for the Solar Farm tie in into our system. Being pressed for time, we do not have the time or the resources in house to do that work

All expenditures made by the City in conjunction with these improvements will be reimbursed by the developer.

Councilman Mercer suggested extending the requested amount to \$225,000.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to award a contract for powerline construction in an amount not to exceed \$225,000.

(copy attached)

ADOPT – MOTION FIXING THE DATE FOR PUBLIC HEARING (12-9-2013) ON THE BEAUFORT COUNTY COMPREHENSIVE TRANSPORTATION PLAN

City Manger, Brian Alligood advised that this is a request to adopt a motion fixing the date to have a public hearing and to receive comments on The Beaufort County Comprehensive Transportation Plan. The Mid-East Rural Planning Organization (MERPO) did the plan and we have some of the recommendation provided in the agenda. Mr. Alligood stated they are seeking Council endorsement.

Councilman Mercer inquired if we have representatives on the RPO? Mr. Rodman stated Glen Moore is the staff representative on the RPO.

Mayor Pro tem Roberson expressed a couple of concerns:

- Would like a copy of the plan ~Mr. Rodman explained that Council has what he has ~ Mayor Jennings inquired if we should have a copy before the public hearing, Mr. Rodman advised he would hope to have copies.
- Priorities – namely: Highland Drive (dangerous situation and should be upgraded) and we should have a east/west connector off of 264 to the Old Bath highway

Mayor Pro tem Roberson said he would get any additional concerns to the Manager. Discussions of other concerns followed.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted a motion fixing the date for a public hearing on The Beaufort County Comprehensive Transportation Plan for December 9, 2013.

(copy attached)

AUTHORIZE – CITY MANAGER TO EXECUTE AN AGREEMENT WITH EMS MANAGEMENT & CONSULTANTS (item removed)

AUTHORIZE – RELEASE OF LOT 105 FROM CITY’S DEED OF TRUST

City Manager, Brian Allgood said this is an authorization for the Mayor and City Attorney to execute the release of 105 in the Northgate Subdivision. This is under the CDBG project 09 with Washington Housing Nonprofit, Inc. The lot is scheduled to close on December 11, 2013 as part of the CDBG Affordable Housing Grant.

Washington Housing Nonprofit, Inc. will deposit \$6,000 into the City Attorney’s trust account pursuant to and consistent with the Legally Binding Commitment by and between the City of Washington and Washington Housing Nonprofit, Inc.

Mayor Pro tem Roberson addressed a concern regarding sidewalks and Mr. Allgood noted this would be explained with the next agenda item.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council authorized the Mayor and the City Attorney to execute the release of lot 105 in the Northgate Subdivision.

(copy attached)

AUTHORIZE – RELEASE OF LOTS 52 & 53 IN NORTHGATE SUBDIVISION

Mayor Jennings asked Mr. Allgood to explain why the City does not need a release of lots 52 and 53 from City’s Deed of Trust. Mr. Allgood voiced lot 52 and 53 have already been conveyed to a builder by Northgate Development, LLC and they are requesting a partial release from the Deed of Trust for which the City is a beneficiary. If Council will recall, there is a Deed of Trust in the amount of \$1,620,000 that the City holds and is related to the Crisis Housing Infrastructure Funds Grant program which the City received to assist Northgate in constructing infrastructure for the subdivision. The City received confirmation from the State that Northgate Development, LLC. has satisfied the grant requirement of conveying 32 homes to low to moderate income households. To address Mayor Pro tem Roberson’s concern from the previous agenda item – Mr. Allgood voiced there is an outstanding issue between the City and Northgate regarding sidewalks in the subdivision that were not constructed. Staff has been in conversation with Mr. Briley and his attorney regarding this matter and anticipates bringing a proposal to Council at the December 9, 2013 meeting for its resolution.

Councilman Mercer inquired of the City Attorney, if we release all the lots, what is the leverage on the Deed of Trust. Mr. Holscher stated it is his understanding these are not the last two lots of Northgate Subdivision that are secured. There are additional lots secured by this Deed of Trust; in the event we are not able to work out a solution for the sidewalk issue, we will come before Council at that time noting we will not be accommodating with any future releases.

By motion of Mayor Pro tem Roberson, seconded by Council Brooks, Council authorized the Mayor and the City Attorney to execute the release of lots 52 and 53 in the Northgate Subdivision.

(copy attached)

ADOPT – ORDINANCE - WATERFRONT ADVISORY COMMITTEE(item removed)
***Item discussed under appointments to various boards, commissions, and committees.**

ANY OTHER BUSINESS FROM THE MAYOR OR MEMBERS OF COUNCIL
DISCUSSION – CITY COUNCIL PROFESSIONAL DEVELOPMENT

Mayor Jennings items of interest as he is transitioning from his duties as Mayor:

1. City Council Professional Development – Mayor Jennings submitted we have certain group function around professional development where all are invited to attend. Council members have various interest of their own that could be beneficial to the City or to that Council member. Mayor Jennings noted the cost of this should be monitored and that we should limit the additional professional development expenses to \$500 per year ~ anything above the \$500 would be at the individual Council member’s expense. This relates to \$500 in addition to the other opportunities that all members are invited to and provided for by the City. This \$500 would be part of the budget process and noted this is an opportunity for some guidance ~ standardizing of what’s expected. Mayor Pro tem Roberson agreed and went a step further, noting that if a Councilmember runs for an office for the League, suggested they have concurrence from the sitting Council. Members of Council supported the idea and Councilman Brooks suggested staff provide a memo that lists the annual opportunities that is already provided for clarity. Councilman Mercer suggested including in the code of conduct that if a member misses a meeting and is unexcused that they will lose one third of their monthly salary if he/she misses two meetings during the month they would lose two thirds of their monthly salary. Mayor Jennings stated that in this “Code of Best Practices” we will be addressing professional development expenses and non-excused absences with a reduction in salary. Mr. Alligood requested time to research the last suggestion from Councilman Mercer.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council instructed the staff to investigate the preparation of a code of conduct for Council members which will include among other things the use of City funds for professional development to be limited to a total of \$500 per year and to investigate the opportunity for reduction or a penalty related to unexcused absences from board meeting.

ACKNOWLEDGEMENT

Mayor Jennings congratulated Councilman elect Larry Beeman and Mayor elect Mac Hodges and voiced he is looking forward to their service.

CLOSED SESSION – UNDER NCGS § 143-318.11(a)(3) ATTORNEY CLIENT PRIVILEGE – INCLUDING JAMES L. DAVIS VS. CITY OF WASHINGTON (09-OSP-06499), NCGS § 143-318.11(a)(4) ECONOMIC DEVELOPMENT, AND NCGS § 143-

318.11(a)(1) DISCLOSURE OF CONFIDENTIAL INFORMATION AND NCGS § 143-318.10(e) THE PUBLIC RECORDS ACT

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council agreed to enter closed session under § NCGS 143-318.11(a)(3) Attorney Client Privilege – Including James L. Davis vs. City of Washington (09-OSP-06499), NCGS § 143-318.11(a)(4) Economic Development, and NCGS § 143-318.11(a)(1) Disclosure of Confidential Information, and NCGS § 143-318.10(e) The Public Records Act at 6:45 PM.

By motion of Councilman Mercer, seconded by Councilman Brooks, Council agreed to come out of Closed Session at 8:20 pm.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved and authorized the execution of a Real Estate Purchase Agreement by and between idX Impressions, LLC. and the City of Washington.

(copy attached)

ADJOURN – UNTIL THURSDAY, NOVEMBER 21, 2013

By motion of Councilman Mercer, seconded by Councilman Brooks, Council adjourned the meeting at 8:20pm until Thursday, November 21, 2013 at 8:00am in the Council Chambers at the Municipal Building.

(Subject to the Approval of the City Council)

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

The Washington City Council met in a continued session on Thursday, November 21, 2013 at 8:00 am in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Brian Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney. Councilman Moultrie was absent.

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

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

APPROVAL/AMENDMENTS TO AGENDA

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

CLOSED SESSION: UNDER NCGS 143-318.11(A)(3) ATTORNEY CLIENT PRIVILEGE – INCLUDING JAMES L. DAVIS VS. CITY OF WASHINGTON (09-OSP-06499)

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council entered into closed session at 8:00am under NCGS 143-318.11(a)(3) Attorney Client Privilege – including James L. Davis vs. City of Washington (09-OSP-06499).

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council agreed to come out of closed session at 8:45am.

Mayor Jennings explained that as a matter of reporting, Council took action in Closed Session in the matter of James L. Davis vs. the City of Washington and in accordance with North Carolina law, I now ask the City Attorney to read a summary of that action.

Franz Holscher, City Attorney read the following:

The City Council authorized and approved a Settlement and Release Agreement concerning matters involving former employee James L. Davis. The terms of the settlement are as follows:

1. The parties will file a joint dismissal of the proceedings in Beaufort County Superior Court and the Office of Administrative Hearings.
2. The City will pay to and/or on behalf of Mr. Davis an amount equal to, 25% of his accrued and unused sick leave balance, plus an amount equal to his unpaid accrued and unused vacation both as of June 30, 2009 to be paid and allocated as follows:
 - a. \$20,000 to Capitol District Law Offices
 - b. \$8,457.59 to Hassell, Singleton, Mason & Jones, P.A.
 - c. \$5,372.79 to James L. Davis c/o his legal counsel Regan H. Weaver, Esq.

3. The City and Mr. Davis release each other from any and all claims arising from his previous employment with the City.
4. The City and Mr. Davis will issue a joint statement to the media.

The Agreement is a public record and will be made available upon request.

Mayor Jennings read the Joint Press Release

The City and Davis have agreed to cease all further litigation between them. Davis will receive an amount equal to a percentage of his accrued and unused sick leave balance and accrued and unused vacation balance, to be distributed as specified in the Settlement Agreement. The claims have been resolved. All pending appeals and claims between the City and Davis will be dismissed.

(copy attached)

ADJOURN – UNTIL MONDAY, DECEMBER 9, 2013

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adjourned the meeting at 8:50am until Monday, December 9, 2013 at 5:30pm in the Council Chambers at the Municipal Building.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Glen Moore, Planning & Development
Date: November 27, 2013
Subject: Resolution fixing date for public hearing on the non-contiguous annexation of the Washington Montessori School property.
Applicant Presentation: N/A
Staff Presentation: John Rodman, Community & Cultural Services

RECOMMENDATION:

Adopt the resolution fixing the date for a public hearing on the non-contiguous annexation of the Washington Montessori School property located on Old Bath Hwy and containing 6.95 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 November 18, 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

Certificate of Sufficiency, Resolution, Public Hearing Notice

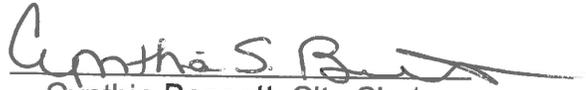
City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 12/4/13 Date Concur EMD Recommend Denial _____ No
 Recommendation _____
 December 9, 2013

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 18th day of November, 2013.


Cynthia Bennett, City Clerk

Annexation #13-A-02
Washington Montessori School

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

WHEREAS, a petition requesting annexation of the non-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 non-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, January 13, 2014.

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

Being 6.95 acres of land noted on the survey "Asbury Methodist Church" by Bryant Hardison, Jr., PLS dated July 10, 2012 and being located in Long Acre 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 6.95 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, Mayor

ATTEST:

Cynthia Bennett, Clerk

**NOTICE OF PUBLIC HEARING ON REQUEST
FOR NON-CONTIGUOUS ANNEXATION**

The public will take notice that the City Council of the City of Washington has called a public hearing at 6:00 p.m. on Monday, January 13, 2014 at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street on the question of annexing the following described non-contiguous territory, requested by petition filed pursuant to G.S. 160A-58.1:

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

Being 6.95 acres of land noted on the survey "Asbury Methodist Church" by Bryant Hardison, Jr., PLS dated July 10, 2012 and being located in Long Acre Township, Beaufort County North Carolina.

Cynthia S. Bennett
Cynthia S. Bennett, City Clerk

PUBLISHERS AFFIDAVIT
CITY OF WASHINGTON
PLANNING DEPARTMENT

na
Review Officer of Beaufort
the best of my knowledge and belief the
this certification is affixed meets the
nts for recording.
Review Officer
-12

al Land Surveyor,

ion of land within the
has an ordinance that

ortion of a county or
to an ordinance that

g parcel of land.
category, such as
ls, a court-ordered survey,
subdivisions.

urveyor is such that the
etermination to the best of
revisions contained in (a)


S L-2889



①
7.936 Acres
by coordinate computation

②
6.954 Acres
by coordinate computation

Asbury Methodist Church
542 / 203

Asbury Methodist
Church - Parsonage
543 / 275

Beaufort County
Water District II
998 / 876

Steven Fisher
1248 / 520

Margaret Sheppard Hrs.
486 / 353

Thorne Sheppard
1531 / 676

Washington Montessori Inc.
1343 / 528

* This tract is already
annexed into the
city



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Glen Moore, Planning & Development
Date: November 27, 2013
Subject: Resolution fixing date for public hearing on the non-contiguous annexation of the West Park Motors property.
Applicant Presentation: N/A
Staff Presentation: John Rodman, Community & Cultural Services

RECOMMENDATION:

Adopt the resolution fixing the date for a public hearing on the non-contiguous annexation of the West Park Motors property located on US Hwy 264 and containing 4.62 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 November 18, 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

Certificate of Sufficiency, Resolution, Public Hearing Notice

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 12/4/13 Date Concur But Recommend Denial _____ No Recommendation _____

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 18th day of November, 2013.


Cynthia Bennett, City Clerk

Annexation #13-A-03
West Park Motors

**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 non-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, January 13, 2014.

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

Being 4.62 acres of land noted on the survey "Map Showing Area Annexed By City of Washington" by Mike Baldwin, PLS dated November 7, 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 4.62 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, Mayor

ATTEST:

Cynthia Bennett, Clerk

**NOTICE OF PUBLIC HEARING ON REQUEST
FOR NON-CONTIGUOUS ANNEXATION**

The public will take notice that the City Council of the City of Washington has called a public hearing at 6:00 p.m. on Monday, January 13, 2014 at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street on the question of annexing the following described non-contiguous territory, requested by petition filed pursuant to G.S. 160A-58.1:

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

Being 4.62 acres of land noted on the survey "Map Showing Area Annexed By City of Washington" by Mike Baldwin, PLS dated November 7, 2013 and being located in Washington Township, Beaufort County North Carolina

Cynthia S. Bennett
Cynthia S. Bennett, City Clerk

PUBLISHERS AFFIDAVIT
CITY OF WASHINGTON
PLANNING DEPARTMENT

FLANDERS CORPORATION
DB 1662, PG. 96
PC-E, SLIDE 1-3

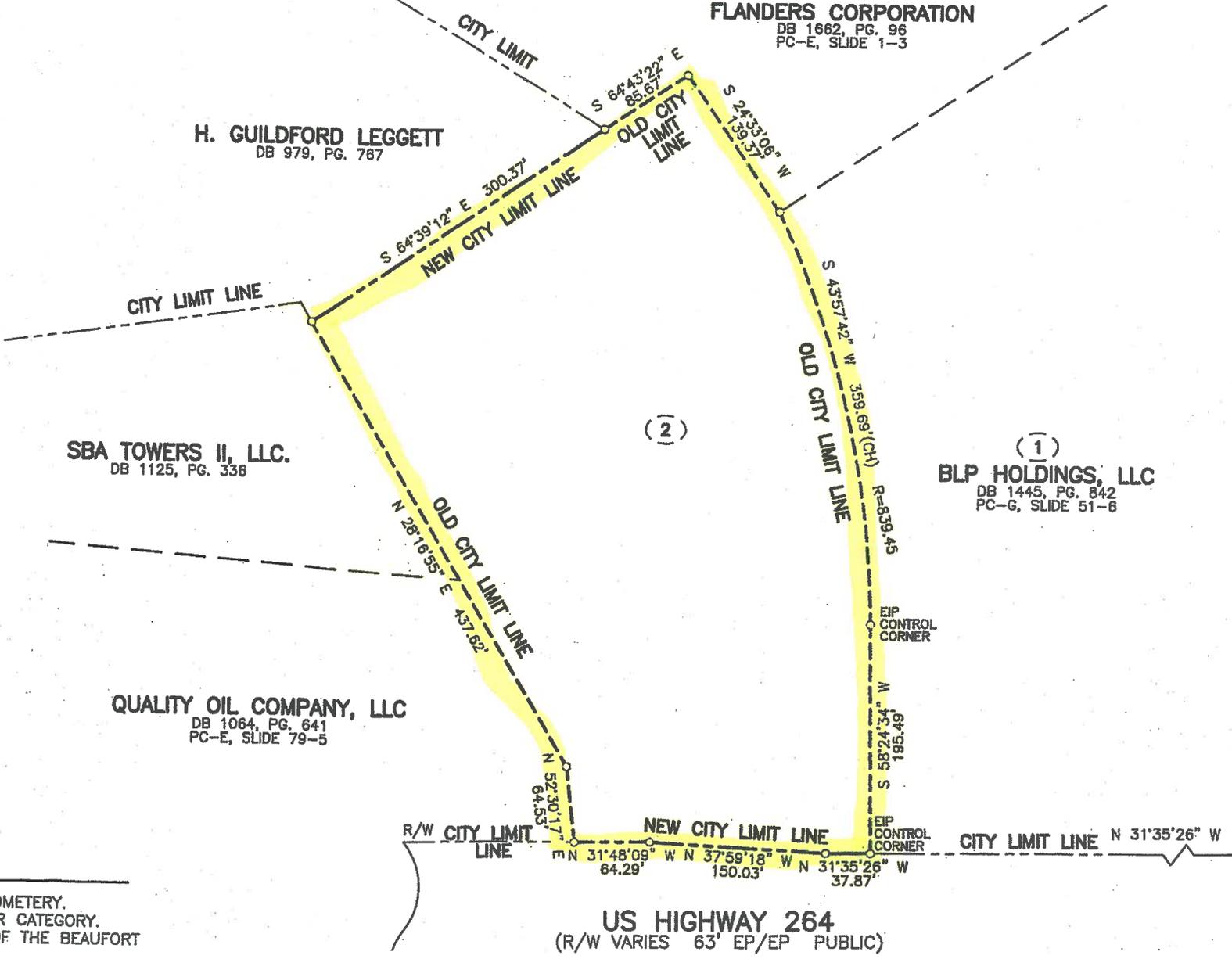
H. GUILDFORD LEGGETT
DB 979, PG. 787

SBA TOWERS II, LLC.
DB 1125, PG. 336

QUALITY OIL COMPANY, LLC
DB 1064, PG. 641
PC-E, SLIDE 79-5

(1)
BLP HOLDINGS, LLC
DB 1445, PG. 842
PC-G, SLIDE 51-6

(2)



GEOMETRY.
OTHER CATEGORY.
ID OF THE BEAUFORT



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: November 27, 2013
Subject: Adopt Ordinance – Waterfront Docks Advisory Committee
Applicant Presentation: N/A
Staff Presentation: John Rodman, Community and Cultural Services

RECOMMENDATION:

I move that the City Council approve the Ordinance to amend Chapter 2, Administration, of the Washington City Code by adding a new **Article XXIII, Waterfront Docks Advisory Committee** as an established Board created by the Washington City Council.

BACKGROUND AND FINDINGS:

In accordance with a memorandum by City Manager Brian Alligood on the recommended management structure of the waterfront docks, the memo advised the creation of a 5 member Waterfront Docks Advisory Committee to assist and make recommendations to a proposed dock master and to City Council. Members would include 3 at-large members as residents of the City and 2 members who would be recommended by the WHDA Maritime Committee. All 5 members would be appointed by City Council. The creation of the committee would allow the committee to begin the process of establishing goals and objectives for the waterfront docks.

PREVIOUS LEGISLATIVE ACTION

Committee established by Resolution of the Washington City Council on September 23, 2013.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 12/4/13 Date Concur But Recommend Denial _____ No
 Recommendation _____
 December 8, 2013
 Page 33 of 141

**An Ordinance to Amend Chapter 2, Administration, of the
Code of Ordinances of the City of Washington by Creating a
Waterfront Docks Advisory Committee**

WHEREAS, NCGS 160A-361 authorizes local governments to amend ordinances to create or designate one or more boards or commissions to perform specific duties; and

WHEREAS, the City of Washington has created a Waterfront Docks Advisory Committee in order to provide recommendations to the City Council, City Manager, and Director of Community and Cultural Services regarding the management of the waterfront docks; and

WHEREAS, said advisory committee, representing stakeholder interests, can greatly assist in making recommendations, clarifying positions on waterfront dock issues, identifying opportunities for development and helping achieve goals and objectives concerning the Washington waterfront docks.

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

Section 1. That a new **Article XXIII, Waterfront Docks Advisory Committee**, under Chapter 2 is added as follows:

Sec. 2 - 620. Created.

A Waterfront Docks Advisory Committee ("Committee") is hereby created under the authority of G.S. 160A-361 and by Resolution of the Washington City Council.

Sec. 2 - 621. Composition.

(a) *Membership, appointment, and term.* The Committee shall consist of five (5) members, all of whom shall be appointed by City Council. Three (3) members shall be residents of the City at the time of their appointment. Two (2) members shall be recommended by the Washington Harbor District Alliance's Maritime Committee. Of the initial appointments, two (2) shall expire on June 30, 2015 and three (3) shall expire on June 30, 2016. Thereafter, members shall be appointed by the City Council to serve for three (3) year staggered terms. The Dock Master will serve as an ex-officio member of the Committee. There shall also be a member from the Recreation Advisory Committee appointed to serve as an ex-officio member of the Committee. Members shall be eligible for appointment, be appointed, serve, attend meetings of the Committee, and be subject to removal in accordance with the provisions of section 2-531.

Sec. 2 - 623.

Duties.

The Committee shall act as an advisory board to the City Council, City Manager and Director of Community and Cultural Services and provide recommendations regarding the management of the waterfront docks. Committee members shall assist in clarifying positions on waterfront dock issues, identifying opportunities for development and helping achieve goals and objectives concerning the Washington waterfront docks. The Committee is formed for specific activities with the expectation that the Committee will report to City Council on a monthly basis or as determined to be needed. The Committee shall also perform other duties as the City Council may direct.

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

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

Adopted this 9th day of December, 2013.

N. Archie Jennings, Mayor

ATTEST:

Cynthia S. Bennett, City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: December 9, 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 #13786, \$26,402.41, to Feyer Ford Lincoln Mercury, Inc., to replace emergency fire utility vehicle # 248, a 2000 model Jeep, 122,565 miles, account 10-10-4340-7405. Funds will be transferred from the Police Department's installment purchase account to the Fire Department to cover the budget shortfall of \$1,402.41. Feyer Ford Lincoln Mercury, Inc. is matching State contract pricing on this purchase.

P.O. #51277, \$48,749.20, Capital Ford, Inc., to replace Police vehicle #s 130 and 150, 2007 model Ford Crown Victorias, 91,745 & 125,690 miles, account 10-10-4310-7405. These are State contract price purchases.

PREVIOUS LEGISLATIVE ACTION

2013-2014 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: SWJ Concur _____ Date 12/4/13 December 9, 2013 and Denial _____ No Recommendation

Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:13786

PO #: Not Assigned

User Name: Cliff Hales

Date: 12/02/2013

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$26,402.41

Ship To:

WASHINGTON POLICE DEPARTMENT

201 WEST 3RD STREET

WASHINGTON, NC 27889

FEYER FORD LINCOLN MERCURY, INC.

1677 US HWY 17

WILLIAMSTON, NC 27892

Vendor Instructions:***** Do Not Mail *****

Lt. Cliff Hales

Washington PD

252-948-9436

Quantity	Description	Job Number	Unit Price	Extended
1	2014 Emergency Ford Police Utility Vehicle		\$26,402.41	\$26,402.41
	65U Police interior upgrade package (civilian type center console)			
	942 Daytime running lights			
	60A Pre wired for grill lamp, siren, speaker			
	18X 100 watt siren/speaker w bracket and pigtail			
	51Y Spot light Drivers side, incandescent			
	16C 1st and 2nd row carpet floor covering			
	88F Second row cloth seats			
	61B Remappable 4 switches on steering wheel less SYNC			
	92G solar tint glass 2nd and 3rd row			
			Sub Total	\$26,402.41
			Total Tax	\$0.00
			Total	\$26,402.41

Account Number	Account Description	Amount
10-10-4340-7405	INSTALLMENT PURCHASES FY 13/14	\$26,402.41
		Total
		\$26,402.41

Approval List

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

Purchase Order

Original

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

PO Number: 51277
Issued To: 314

Phone: (252) 975-9301
Fax: (252) 946-1965

Date: 12/02/13
Required: 12/02/13
Ship Via: Best Method
Ship To:

CAPITAL FORD, INC.
PO BOX 58678

WASHINGTON POLICE DEPARTMENT
201 WEST 3RD STREET

RALEIGH NC 27658
FOB : SHIPPING POINT

WASHINGTON NC 27889
Terms: Not Applicable

Special Instructions: *****Do Not Mail*****
Lt. Cliff Hales
Washington PD
252-948-9436

Quantity	UOM	Asset	Item Description	Unit Price	Extended
2	EA		2014 Ford Interceptor Vehicle AWD YZ Oxford White exterior 13C Dark car feature (courtesy lamps disabled) 942 Daytime running lights 51G Pre wired for grill lamp, siren, speaker 96P 100 watt siren/speaker w bracket and pigtail 21D Spot light Drivers side, incandescent 77B Rear view camera 47J Remappable 4 switches on steering wheel less SYNC 62T Trunk release button Steel wheels with 18 inch hubcaps, not black rims	\$24,374.6000	\$48,749.20
			WPD sedan Interceptor Vehicle cost		
			2014 Emergency Services Utility Vehicle	\$23,397.00	
			13C Dark car feature (courtesy lamps disabled)	\$18.80	
			942 Daytime running lights	\$47.00	
			51G Pre wired for grill lamp, siren, speaker	\$47.00	
			96P 100 watt siren/speaker w bracket and pigtail	\$272.60	
			21D Spot light Drivers side, incandescent	\$197.40	
			77B Rear view camera	\$225.60	
			47J Remappable 4 switches on steering wheel less SYNC	\$141.00	
			62T Trunk release button	\$28.20	
			Sub Total		\$48,749.20
			Total Tax		\$0.00
			Total		\$48,749.20

Account Number	Type	Account Description	Amount
10-10-4310-7405	E	INSTALLMENT PURCHASES FY 13/14	\$48,749.20
		Total	\$48,749.20


Finance Officer

Purchasing Agent

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

THIS DOCUMENT IS GOVERNED BY THE PROVISIONS OF NCGS, CHAPTER 25 UNIFORM COMMERCIAL CODE ARTICLE 2, SALES.

Received By: _____

Date Received: December 9, 2013 _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: December 9, 2013
Subject: Budget Ordinance Amendment Jimmy Davis Settlement
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment for the Jimmy Davis settlement.

BACKGROUND AND FINDINGS:

The Jimmy Davis action has been settled and appropriated funds are necessary to cover the expenditure.

PREVIOUS LEGISLATIVE ACTION

November 21, 2013 Council meeting

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: Concur _____ Recommend Denial _____ No Recommendation
12/4/13 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

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

Section 1. That the following account of the General Fund revenue budget be increased by the amount indicated to provide funds for the Jimmy Davis settlement:

10-00-3991-9910	Fund Balance Appropriated	\$ 33,831
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Section 2. That the following account of the General Fund appropriations budget be increased by the amount indicated:

10-00-4150-0401	Other Attorney Fees	\$ 28,458
10-00-4400-5701	Miscellaneous Expense	<u>5,373</u>
	Total	\$ 33,831

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 9th day of December, 2014.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: November 27, 2013
Subject: Public Hearing: Beaufort County Comprehensive Transportation Plan Recommendations and Problem Statements
Applicant Presentation: Bryant Buck, Mid-East Commission
Staff Presentation: John Rodman, Community and Cultural Services

RECOMMENDATION:

I move that the City Council adopt a motion accepting the Beaufort County Comprehensive Transportation Plan Recommendations and Problem Statements.

BACKGROUND AND FINDINGS:

The Beaufort Comprehensive Transportation Plan has been developed by the Mid-East Rural Planning Organization (MERPO) in conjunction with the North Carolina Department of Transportation. This long range planning tool identifies major transportation improvements that will be needed over the next 25-30 years. This plan has been developed not only with the needs of Beaufort County but with the needs of each municipality within the County. The plan makes recommendations for land use and transportation patterns throughout Beaufort County.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Draft recommendations and problem statements for Washington and Beaufort County

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 12/4/13 Date Concur Bwt Recommend Denial _____ No
 Recommendation _____

II. Recommendations

This chapter presents recommendations for each mode of transportation in the 2013 Beaufort County CTP as shown in Figure 1. More detailed information on each recommendation is tabulated in Appendix C.

The N.C. Department of Transportation adopted a "Complete Streets¹" policy in July 2009. The policy directs the Department to consider and incorporate several modes of transportation when building new projects or making improvements to existing infrastructure. Under this policy, the Department will collaborate with cities, towns and communities during the planning and design phases of projects. Together, they will decide how to provide the transportation options needed to serve the community and complement the context of the area. The benefits of this approach include:

- making it easier for travelers to get where they need to go;
- encouraging the use of alternative forms of transportation;
- building more sustainable communities;
- increasing connectivity between neighborhoods, streets, and transit systems;
- improving safety for pedestrians, cyclists, and motorists.

Complete streets are streets designed to be safe and comfortable for all users, including pedestrians, bicyclists, transit riders, motorists and individuals of all ages and capabilities. These streets generally include sidewalks, appropriate bicycle facilities, transit stops, right-sized street widths, context-based traffic speeds, and are well-integrated with surrounding land uses. The complete street policy and concepts were utilized in the development of the CTP. The CTP proposes projects that include multi-modal project recommendations as documented in the problem statements within this chapter. Refer to Appendix C for recommended cross sections for all project proposals and Appendix D for more detailed information on the typical cross sections.

Implementation

The CTP is based on the projected growth for the planning area. It is possible that actual growth patterns will differ from those logically anticipated. As a result, it may be necessary to accelerate or delay the implementation of some recommendations found within this plan. Some portions of the plan may require revisions in order to accommodate unexpected changes in development. Therefore, any changes made to one element of the CTP should be consistent with the other elements.

Initiative for implementing the CTP rests predominately with the policy boards and citizens of the county and its municipalities. As transportation needs throughout the state exceed available funding, it is imperative that the local planning area aggressively pursue funding for priority projects. Projects should be prioritized locally and submitted to the Mid-East RPO for regional prioritization and submittal to NCDOT. Refer to

¹For more information on Complete Streets, go to: <http://www.nccompletestreets.org/>.

Appendix A for contact information on regional prioritization and funding. Local governments may use the CTP to guide development and protect corridors for the recommended projects. It is critical that NCDOT and local governments coordinate on relevant land development reviews and all transportation projects to ensure proper implementation of the CTP. Local governments and NCDOT share the responsibility for access management and the planning, design and construction of the recommended projects.

Prior to implementing projects from the CTP, additional analysis will be necessary to meet the National Environmental Policy Act (NEPA) or the North Carolina (or State) Environmental Policy Act² (SEPA). This CTP may be used to provide information in the NEPA/SEPA process.

Problem Statements

The following pages contain problem statements for each recommendation, organized by CTP modal element. The information provided in the problem statement is intended to help support decisions made in the NEPA/SEPA process. A full, minimum or reference problem statement is presented for each recommendation, with full problem statements occurring first in each section. Full problem statements are denoted by a gray shaded box containing project information. Minimum problem statements are more concise and less detailed than full problem statements, but include all known or readily available information. Reference problem statements are developed for TIP projects where the purpose and need for the project has already been established.

²For more information on SEPA, go to: <http://www.doa.nc.gov/clearing/faq.aspx>.

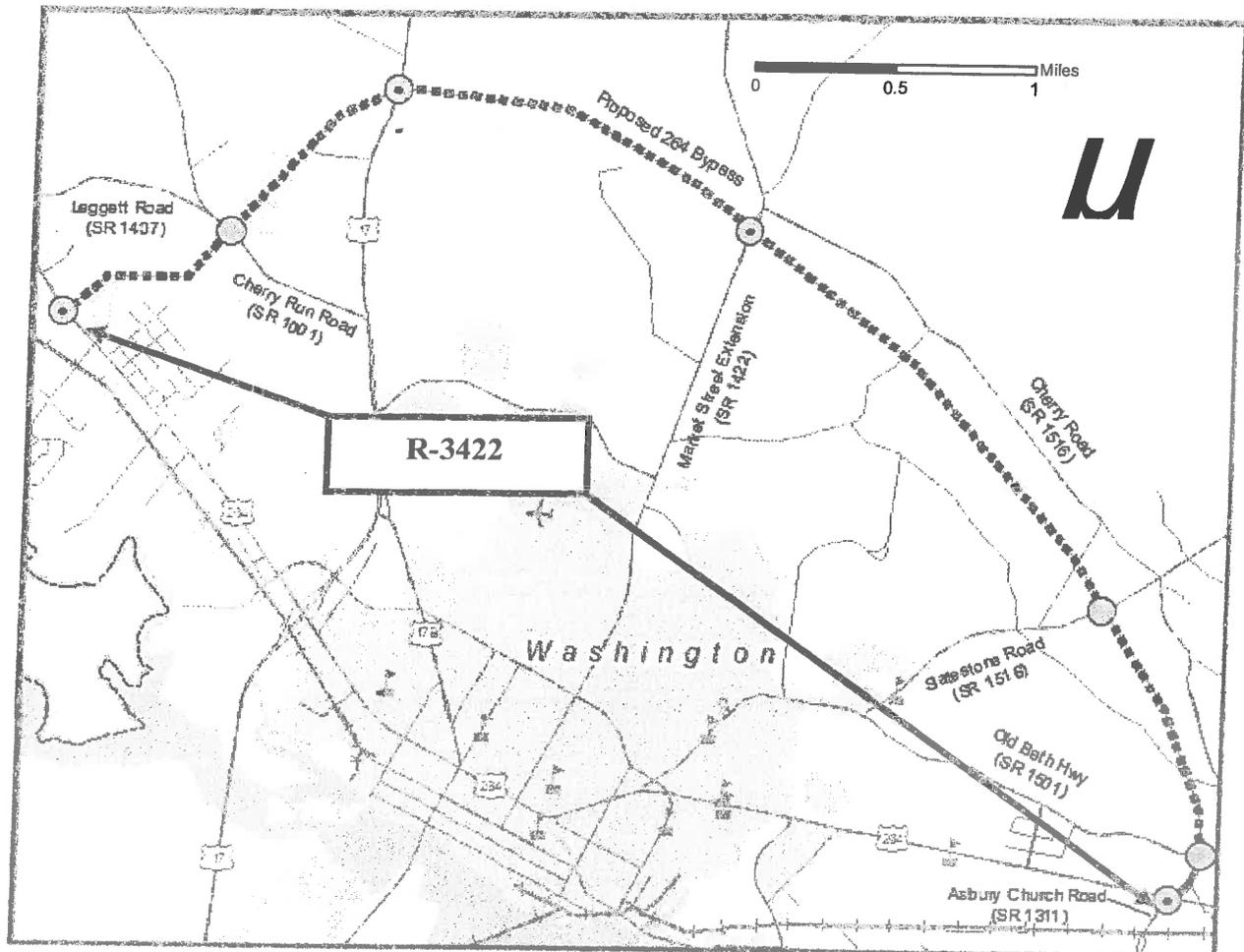
Problem Statements

HIGHWAY

US 264 (Washington Northern Bypass) from US 264 east of Leggett Road (SR 1407) to US 264 at Asbury Church Road (SR 1311)

TIP No. R-3422

Last Updated: 10/17/2013



Identified Problem

US 264 is projected to be near or over capacity by 2040 from approximately 0.8 miles east of Leggett Road (SR 1407) to Asbury Church Road (SR 1311). Improvements are needed to accommodate projected traffic volumes and to improve mobility through Washington such that a minimum Level of Service (LOS) D can be achieved.

Justification of Need

US 264 is a major east-west corridor in Beaufort County, connecting to Greenville, Wilson, and Raleigh to the west and to the coastal communities of eastern North Carolina. It is also the primary east-west route through the central business district

(CBD) of Washington. The majority of US 264 in Beaufort County is on the regional tier of the North Carolina Multimodal Investment Network (NCMIN)³. The section between US 17 east to Pitt County is on the statewide tier of NCMIN. Statewide tier facilities serve long-distance trips, connect regional centers, have the highest usage, and mostly serve a mobility need. Regional tier facilities can serve statewide transportation, but they usually connect major population centers and provide a more localized function including land access.

This section of US 264 is currently a 4 to 5 lane undivided major thoroughfare. Traffic is projected to increase in range from 10,500 to 22,200 vehicles per day (vpd) in 2011 to 22,600 to 33,100 in 2040, compared to a LOS D capacity of 22,200 to 35,700 vpd.

Community Vision and Problem History

Washington is the county seat of Beaufort County and is the center of activity for the county. Several major regional roads converge in the city bringing traffic from all directions. This facility is a highly congested business route that provides direct access to local businesses in Washington. Residents who live in and around the vicinity of Washington use this facility to access jobs, local shops, restaurants, the Vidant Beaufort Hospital, and other amenities in this urban area. This deficiency was previously identified in the 2000 Washington Thoroughfare Plan⁴.

CTP Project Proposal

Project Description and Overview

The proposed project (TIP No. R-3422) is to construct a four lane freeway on new location from existing US 264, 0.8 miles east of Leggett Road (SR 1407) north around Washington to US 264 at Asbury Church Road (SR 1311). The proposed bypass will utilize existing Asbury Church Road (SR 1311) which is recommended to be upgraded to a four lane freeway. Interchanges are recommended at the eastern and western termini, US 17, and Market Street Extension (SR 1422). Grade separations are recommended at Cherry Run Road (SR 1001), Slatestone Road (SR 1516) and Old Bath Highway (SR 1501).

Additionally, during the most recent three year period, three intersections along the US 264 corridor were identified as having 10 or more crashes and/or had a severity index above the state's 4.56 average for the same period. Those intersections included: W 15th Street (SR 1306), US 17 Business, and N Market Street (SR 1422). Refer to Appendix F for more detailed information on these locations. The proposed facility will help reduce congestion and improve mobility within the Washington urban area.

³For more information on NCMIN, go to: <http://www.ncdot.gov/performance/reform/NCMINmaps/>.

⁴To view this plan, go to: <http://archive.org/details/cityofwashington2000nort>.

Relationship to Land Use Plans

This area has a moderate to high density of population with land developed for urban purposes. Land use within this area consists of many local businesses, commercial/industrial properties, restaurants, shops, and nearby schools. US 264 provides access from major routes such as US 17 and NC 32. The Beaufort County Joint CAMA Land Use Plan 2006 Update (Approved October 2009) indicates primarily commercial and urban development is expected along this corridor.

Linkages to Other Plans and Proposed Project History

The proposed project (Washington Northern Bypass) directly connects to proposed freeway improvements on the US 17 Bypass, and on US 264 east of Pitt County. Additionally, the portion of the project from US 264 west of Washington to US 17 north of Washington is designated as a freeway on NCDOT's Strategic Highway Corridor (SHC) Vision plan that was adopted by NCDOT on September 2, 2004.

The current project limits for the Washington Northern Bypass, TIP No. R-3422, are from Wharton Station Road (SR 1409) west of Washington to Braddy Road (SR 1600) east of Washington. The CTP recommends revising the project limits as described in the project proposal section. The CTP project proposal was included in the 2000 Washington Thoroughfare Plan.

Natural & Human Environmental Context

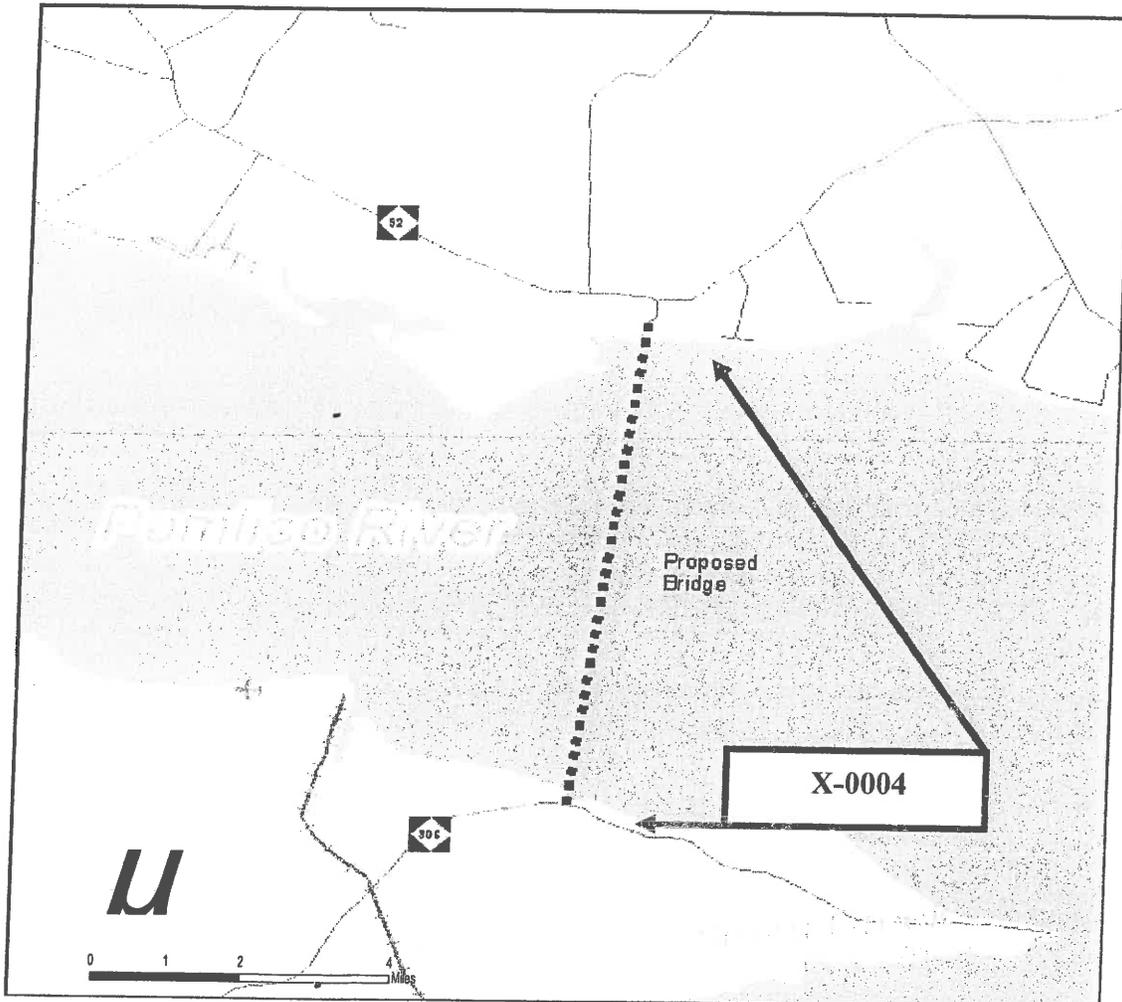
Based on a planning level environmental review using available GIS data, portions of the proposed project are within the Tar-Pamlico River Basin water shed area. The proposed project may also potentially impact wetlands and water and sewer pipes.

Multi-modal Considerations

There are no other modes of transportation associated with this proposed project.

Public/ Stakeholder Involvement

Respondents to the goals and objectives survey identified US 264 through Washington as a heavy traveled business route. From public meetings and other public comment opportunities, the primary public concern on existing US 264 was the high traffic congestion.



Identified Problem

In the eastern part of the county there is currently only one north-south facility linking northern and southern Beaufort County. The Bayview-Aurora ferry connects NC 306 from the south with NC 92 to the north. Improvements are needed to enhance the transportation system linkage and improve connectivity and mobility to move people and goods in this part of the county.

Justification of Need

Beaufort County is basically two land masses divided by the Pamlico River, with bridge crossings on US 17 Bypass and US 17 Business which are located close to one another on the far western end of the county. The eastern portion of Beaufort County, especially in the south side of the county, relies primarily on the ferry system for transportation to Washington and other areas on the north side of the river. The Bayview-Aurora ferry is free year round with a 30 minute ride from the Bayview Ferry Terminal to the Aurora Ferry Terminal. Departures start at 5:30am and end at 12:30am

with 22 crossings per day. A ferry toll is planned for this area possibly beginning sometime in 2014. There were 69,750 vehicles and 94,183 passengers that used the ferry from mid-year 2011 to mid-year 2012. There were 66,125 vehicles and 90,103 passengers that used the ferry from mid-year 2012 to mid-year 2013. The slight decline can be attributed to the anticipation of the ferry toll and people using an alternate route. This route is approximately 3 miles across the Pamlico River. The only alternative route for residents of southeastern Beaufort County to access NC 92 and other northern areas of the county is to travel NC 306 south to NC 33, northwest to US 17, north to US 264 and east to NC 92. The approximate distance of this "alternative" route is 60 miles.

Community Vision and Problem History

Hospital, medical access, employment, shopping, and all other amenities are located in Washington which lies in the northern part of the county. Residents of southeastern Beaufort County use the ferry system as an extension of NC 306. Mobility throughout Beaufort County is restricted due to the geographical area being split by the Pamlico River, and the use of and reliance on the ferry system. Emergency evacuation and other emergency access/response time to the hospital are limited due to the lack of bridge access in the eastern part of the county. Students and faculty use the ferry to access the community college and other schools on the northern side of the county. Bridge access between Aurora and Bayview would benefit military operations and transport, economic development, tourism, employment opportunities, education, and mobility/connectivity within Beaufort County.

This deficiency was not identified in the 2000 Beaufort County Thoroughfare Plan⁵.

CTP Project Proposal

Project Description and Overview

The proposed project (TIP No. X-0004) is to construct a new two lane bridge with bicycle accommodations across the Pamlico River that would replace the existing Bayview-Aurora Ferry route.

The proposed project would enhance the system linkage by providing a more efficient route and improving connectivity and mobility for commuters and residents from the northern to southern portions of eastern Beaufort County.

Linkages to Other Plans and Proposed Project History

The proposed project first appeared in the Transportation Improvement Program (TIP) in 1978 as an unfunded project. Since then, it has remained unfunded in subsequent program years and is currently scheduled for reprioritization through NCDOT's strategic prioritization process. In 1980, a feasibility study was completed which concluded that a new bridge was not economically feasible. In 1988, NCDOT's Feasibility Studies Unit reanalyzed this study to determine the feasibility of constructing a new bridge. This

⁵ To view this plan, go to: <http://archive.org/details/beaufortcountyth2000nort>.

update concluded that the transportation benefits, economic development benefits, and cost benefits were not great enough to clearly show that constructing the bridge would be a good use of limited transportation resources at that time. Since then, no additional studies have been conducted.

The NCDOT Ferry Division is currently in the process of finalizing their long term strategic plan for the ferry system, including this area, and anticipates releasing it within the next 6 months. Their plan relative to the Bayview-Aurora ferry is to continue to monitor the traffic data at the Pamlico River and provide the necessary level of service to keep up with ridership demands into the future. In addition to maintaining ferry services at this location, the Ferry Division has plans to upgrade vessels in the future, as necessary. The proposed project was not included in the 2000 Beaufort County Thoroughfare Plan.

Relationship to Land Use Plans

This area has a low to moderate density of population with land developed for residential purposes and limited commercial use. Land use within this area consists of few local businesses and residential subdivisions. The largest employer in Beaufort County, Potash of Aurora, resides on the south side of the Pamlico River with many employees relying solely on the ferry system for access to and from work. Access to this manufacturing/mining operation is obtained by NC 33, which is currently a two-lane minor thoroughfare with 11 foot lanes. NC 33 experiences both commercial and commuter traffic. Commercial traffic has to journey from the western end of Beaufort County to access the facility and to reach its final delivery destination. Potash of Aurora was recently issued a 30 year mining permit, which will increase the existing and future commuter and commercial traffic growth. The Beaufort County Joint CAMA Land Use Plan 2006 Update (Approved October 2009) indicates primarily residential and low commercial development is expected in the project area.

Natural & Human Environmental Context

Based on a planning level environmental review using available GIS data, the southern end of the proposed project is within the Tar-Pamlico River Basin watershed area. The proposed project crosses the Pamlico River.

Multi-modal Considerations

Bicycle accommodations on both sides of the bridge are recommended along this facility.

Public/ Stakeholder Involvement

From public meetings and other public comment opportunities, the primary public concern on this part of the county is limited access between the southern or northern part of the county.

**15th Street (SR 1306) Proposed Improvements from
US 17 Business to Brown Street**

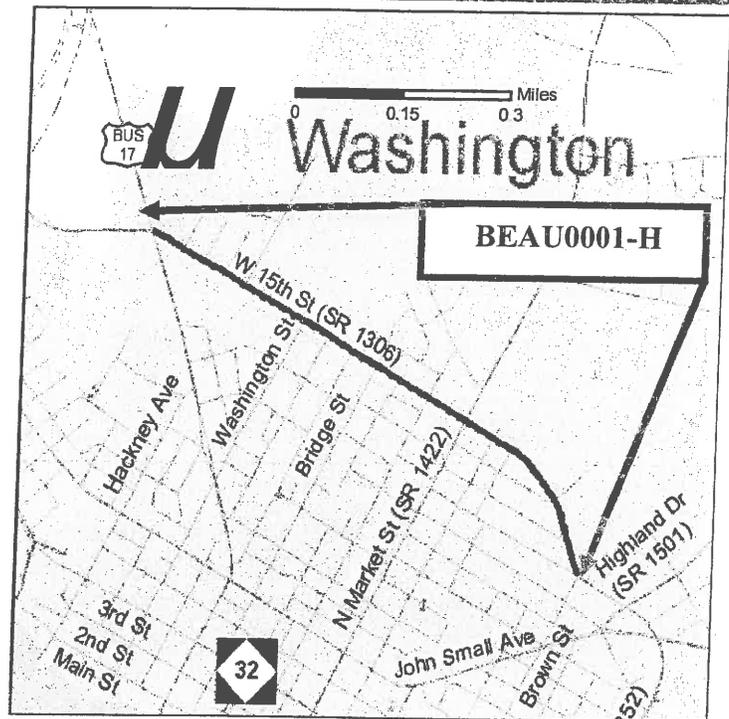
**Local ID: BEAU0001-H
Last updated: 10/17/2013**

Identified Problem

15th Street (SR 1306) in Washington is currently near or over capacity and is projected to be over capacity by 2040 from US 17 Business to Brown Street. Improvements are needed to accommodate projected traffic volumes such that a minimum Level of Service (LOS) D can be achieved.

Justification of Need

15th Street (SR 1306) is a major east-west corridor in Washington and serves as an alternate route to US 264 (John Small Avenue). The facility is a vital artery in moving people and goods through downtown Washington by connecting major corridors such as US 17 Business and other state routes.



Currently, 15th Street (SR 1306) is a 4 lane major thoroughfare with 12 foot lanes from US 17 Business to Brown Street. Traffic volumes on this section of 15th Street are projected to increase in range from 20,400 to 23,200 vehicles per day (vpd) in 2011 to 24,200 to 27,500 vpd in 2040 compared to a LOS D capacity of 22,200 vpd.

Community Vision and Problem History

This facility is a highly congested business route that provides direct access to local businesses in Washington. Residents who live in and around Washington use this facility to access jobs, local shops, restaurants, the Vidant Beaufort Hospital, and other amenities in this urban area. Access to the businesses along this route provides an economic impact that enhances the economic vitality to the community in this area.

This problem was identified in the 2000 City of Washington Thoroughfare Plan⁶.

CTP Project Proposal

Project Description and Overview

The proposed project (Local ID: BEAU0001-H) is to improve 15th Street (SR 1306) to a four lane divided boulevard from US 17 Business to Brown Street with sidewalks on

⁶ To view this plan, go to: <http://archive.org/details/cityofwashington2000nort>.

both sides. Additionally, during the most recent three year period, seven intersections along this corridor were identified as having 10 or more crashes and/or had a severity index above the state's 4.56 average for the same period. Those intersections included: US 17 Business (Carolina Avenue), 5th Street, Minuteman Lane, Washington Street, Pierce Street, N Market Street (SR 1422), and Brown Street. Refer to Appendix F for more detailed information on these locations. The proposed improvements would improve mobility along this section of 15th Street (SR 1306) and provide for a LOS D or better within the project area.

Linkages to Other Plans and Proposed Project History

The project proposal for 15th Street (SR 1306) directly connects to proposed improvements on US 17 Business, Market Street Extension (SR 1422), and US 264.

The 2000 City of Washington Thoroughfare Plan recommended constructing a new two lane connector from Avon Avenue (SR 1504) to US 264 to accommodate projected traffic volumes and to improve mobility.

Relationship to Land Use Plans

This area has a moderate to high density of population. Land use within this area consists of many local businesses, commercial/industrial properties, restaurants, shops, and nearby schools.

Fifteenth Street provides access from major routes such as US 17 and US 264 to nearby amenities such as Wal-Mart and the Beaufort County Regional Hospital. The Beaufort

County Joint CAMA Land Use Plan 2006 Update (Approved October 2009) indicates primarily commercial and urban development is expected to continue along this corridor.

Natural & Human Environmental Context

Based on a planning level environmental review using available GIS data, the proposed project is within the Tar-Pamlico River Basin water shed area. There are also water and sewer pipes located along this facility.

Multi-modal Considerations

Sidewalks on both sides of the road are recommended along this corridor from US 17 Business to Brown Street.

Public/ Stakeholder Involvement

Respondents to the goals and objectives survey identified 15th Street through Washington as a heavy traveled business route. From public meetings and other public comment opportunities, the primary public concern on this section of 15th Street was the high traffic congestion.

US 264, Local ID: BEAU0003-H

US 264 from Pitt County to the proposed Washington Northern Bypass (R-3422) does not meet the future mobility needs in eastern North Carolina. This facility is intended to provide mobility in Beaufort County and, ultimately, connectivity between Raleigh and Washington.

This section of US 264 is designated as a freeway on NCDOT's Strategic Highway Corridor (SHC) Vision Plan that was adopted on September 2, 2004. This existing facility is currently a four lane expressway with 12 foot lanes.

This facility provides direct access to several restaurants, retail stores, and local businesses in downtown Washington. The proposed project (Local ID: BEAU0003-H) is to upgrade the existing facility to freeway standards. As development occurs along this corridor every effort should be made to limit access in order to maintain mobility.

Based on a planning level environmental review using available GIS data, the proposed project may potentially impact water shed and farmland areas. It also crosses Maple Branch which is an anadromous fish spawning area located just west of Leggett Road (SR 1407). Neither the 2000 Washington Thoroughfare Plan nor the 2000 Beaufort County Thoroughfare included improvements for this section of US 264.

US 264, Local ID: BEAU0004-H

US 264 from the proposed Washington Northern Bypass, 0.8 miles east of Leggett Road (SR 1407), to NC 92 is expected to be near or over capacity by 2040. Improvements are needed to accommodate projected traffic volumes such that a minimum Level of Service (LOS) D can be achieved.

This facility provides direct access to several restaurants, retail stores, the Beaufort County Community College, and local businesses in downtown Washington. The existing facility is currently a 4 to 5 lane undivided major thoroughfare with 12 foot lanes from 0.8 miles east of Leggett Road (SR 1407) to NC 32, and a 2 lane major thoroughfare with 12 foot lanes from NC 32 to NC 92. Traffic along this section of US 264 is projected to increase in range from 10,500 to 22,000 vehicles per day (vpd) in 2011 to 19,300 to 33,100 vpd in 2040, compared to a LOS D capacity of 16,400 to 35,700 vpd. Even with the implementation of the proposed Washington Northern Bypass (R-3422), traffic volumes in 2040 are projected to range from 14,800 to 27,000 vpd. Additionally, during the most recent three year period, four intersections along this section of US 264 were identified as having 10 or more crashes and/or had a severity index above the state's 4.56 average for the same period. Those intersections included: West 15th Street (SR 1306), US 17 Business, North Market Street (SR 1422) and Asbury Church Road (SR 1311). Refer to Appendix F for more detailed information on these locations.

The proposed project (Local ID: BEAU0004-H) is to upgrade the existing facility to a four lane divided boulevard from 0.8 miles east of Leggett Road (SR 1407) to NC 92. Bicycle accommodations are recommended from W 15th Street (SR 1306) to US 17

Business. Sidewalks are recommended from US 17 Bypass to US 17 Business and from Harvey Street to Avon Avenue.

Based on a planning level environmental review using available GIS data, the proposed project is within the Tar-Pamlico River Basin water shed area which may potentially be impacted as well as farmland areas. There are also water and sewer pipes as well as sewer pumps and water wells located along this facility.

Neither the 2000 Washington Thoroughfare Plan or the 2000 Beaufort County Thoroughfare included improvements on US 264 from 0.8 miles east of Leggett Road (SR 1407) to NC 32. The portion of this project from NC 32 to NC 92 was previously included in the 2000 Beaufort County Thoroughfare Plan as part of TIP project R-2601. TIP project R-2601 included widening US 264 to multi-lanes from NC 32 to NC 99 in Belhaven. However, during the development of this CTP, no transportation deficiency was identified on the section between NC 92 and NC 99 in Belhaven.

US 17, TIP No. R-2510

Portions of US 17, from south of Possum Track Road (SR 1127) to north of NC 171, are projected to be near or over capacity by 2040. Additionally, US 17 within Beaufort County is designated as a freeway on NCDOT's SHC Vision Plan. Improvements are needed to accommodate projected traffic volumes and maintain mobility such that a minimum Level of Service (LOS) D can be achieved.

The 2012-2018 TIP includes project R-2510 that is intended to provide more efficient mobility and connectivity to the northern section of the county and will address the anticipated capacity deficiency. TIP project R-2510 includes constructing a four lane freeway, part of new location, from south of Possum Track Road (SR 1127) to north of NC 171. This project is currently in the construction phase. The majority of this project has been completed. The final section of this project, from north of NC 171 to south of Cherry Run Road (SR 1001), is anticipated to be completed in December of 2013. This final section of the project is being improved to a four lane expressway. Further improvements will be needed to meet the NCDOT SHC Vision Plan of freeway standards (see BEAU0005-H) for this section of US 17. For additional information about TIP project R-2510, please contact the NCDOT Resident Engineer's Office in Greenville at (252) 830-3495 or visit the project website⁷.

US 17, TIP No. R-2511

US 17 from VOA Road (SR 1410) to north of NC 171 is projected to be near capacity by 2040. Additionally, US 17 within Beaufort County is designated as a freeway on NCDOT's SHC Vision Plan. Improvements are needed to accommodate projected traffic volumes and maintain mobility such that a minimum Level of Service (LOS) D can be achieved.

⁷ For more information on TIP project R-2510, go to: <http://www.ncdot.gov/projects/us17bypass/>.

The 2012-2018 TIP includes project R-2511 will address the anticipated capacity deficiency and will provide more efficient mobility to the northern section of the county. TIP project R-2511 includes widening US 17 to a four lane expressway from north of NC 171 to the existing four lane section south of Williamston in Martin County. This project is currently in the project development phase. For additional information about this project, including the Purpose and Need, contact NCDOT's Project Development and Environmental Analysis Branch. Further improvements will be needed along this section of US 17 to meet the NCDOT SHC Vision Plan of freeway standards (see BEAU0005-H) for this corridor.

US 17, BEAU0005-H

US 17 from south of Cherry Run Road (SR 1001) to Martin County does not meet the future mobility needs in Beaufort County and eastern North Carolina. This facility is intended to serve mobility in eastern North Carolina, and ultimately, connectivity between Norfolk, Virginia and Myrtle Beach, South Carolina.

The 2012-2018 TIP includes projects R-2510 and R-2511 that will upgrade this section of US 17 to expressway standards. The proposed project (Local ID: BEAU0005-H) is to upgrade US 17 to freeway standards from south of Cherry Run Road (SR 1001) to Martin County. An interchange is recommended at NC 171 and a grade separation is recommended at Bear Grass Road (SR 1420). In conjunction with the proposed interchange, the realignment/reconfiguration of the Wharton Station Road (SR 1409) and Mill Road (SR 1511) intersection should be evaluated to maintain access to this area.

Based on a planning level environmental review using available GIS data, the proposed project may potentially impact water shed and farmland areas. This proposed project crosses over Latham Creek/ Old Ford Swamp.

US 17, TIP No. R-2513

US 17 from south of Possum Track Road (SR 1127) to Craven County does not meet the future mobility needs in Beaufort County and eastern North Carolina. This facility is intended to serve mobility in eastern North Carolina, and ultimately, connectivity between Norfolk, Virginia and Myrtle Beach, South Carolina.

US 17 is designated as a freeway on NCDOT's Strategic Highway Corridor (SHC) Vision plan that was adopted on September 2, 2004. The existing facility is currently a two lane major thoroughfare with 12 foot lanes. The proposed project (TIP No. R-2513) is to widen the existing facility to a four lane freeway from south of Possum Track Road (SR 1127) in Beaufort County to Spruill Town Road (SR 1438) in Craven County. Within Beaufort County, a grade separation is recommended at Barr Road (SR 1152) and an interchange is recommended at NC 102. As development occurs along this corridor every effort should be made to limit access in order to maintain mobility.

Based on a planning level environmental review using available GIS data, the proposed project is within the Neuse River Basin water shed area. The proposed project may also potentially impact wetlands and farmland areas.

The proposed project was included in the 2000 Beaufort County Thoroughfare Plan and the 2000 Washington Thoroughfare Plan. This project is not currently funded in the State Transportation Improvement Program (TIP).

US 17 Business, Local ID: BEAU0002-H

US 17 Business, between Main Street and US 17, is projected to be near capacity by 2040. Improvements are needed to accommodate projected traffic volumes such that a minimum Level of Service (LOS) D can be achieved.

This section of US 17 Business is currently a five lane major thoroughfare with 12 foot lanes. Traffic volumes on this section of US 17 Business are projected to increase in range from 9,900 to 13,000 vehicles per day (vpd) in 2011 to 22,600 to 27,900 vpd in 2040, compared to a LOS D capacity of 24,300 to 34,500 vpd. Additionally, during the most recent three year period, three intersections along this section of US 17 Business were identified as having 10 or more crashes and/or had a severity index above the state's 4.56 average for the same period. Those intersections included: US 264 (John Small Avenue), the entrance to Wal-Mart, and 15th Street. Refer to Appendix F for more detailed information on these locations.

The proposed project (Local ID: BEAU0002-H) is to convert the existing facility to a four lane boulevard with curb and gutter. Bicycle accommodations are recommended from Main Street to US 264. Sidewalks from 4th Street to US 264 needs improvements on the west side and recommended from 11th Street to W 15th Street (SR 1306).

Based on a planning level environmental review using available GIS data, portions of the proposed project are within the Tar-Pamlico River Basin water shed area. There are also water and sewer lines along the proposed project.

The proposed project was not included in the 2000 Washington Thoroughfare Plan.

12th Street, Local ID: BEAU0021-H

12th Street between Brown Street and Highland Drive (SR 1501) is projected to be near capacity by 2040. Improvements are needed to accommodate projected traffic volumes such that a minimum Level of Service (LOS) D can be achieved.

12th Street from Brown Street to US 264 (John Small Avenue) is currently a five lane major thoroughfare with 12 foot lanes with a center turn lane. This facility provides direct access to Vidant Beaufort Hospital and numerous local businesses in downtown Washington. Traffic volumes on this section of 12th Street are projected to increase from 14,000 vehicles per day (vpd) in 2011 to 17,400 vpd in 2040, compared to a LOS D capacity of 23,500.

The proposed project (Local ID: BEAU0021-H) is to reconfigure the existing roadway to a four lane boulevard. Sidewalks are recommended from Brown Street to US 264. This project recommendation will directly connect to the boulevard recommendation on

15th Street (BEAU0001-H), thereby providing a continuous boulevard facility between US 17 Business and US 264.

Based on a planning level environmental review using available GIS data, the proposed project is within the Tar-Pamlico River Basin water shed area. There are also water and sewer lines along the proposed project. The Vidant Beaufort Hospital is located in the northeast quadrant of the Brown Street and 12th Street intersection.

Minor Widening Improvements

The following routes do not have capacity issues, but are recommended to be upgraded to two 12-foot lanes with paved shoulders to improve narrow lane widths and/or to accommodate bicycles.

- **NC 32, BEAU0006-H:** Widen from 10 to 12 foot lanes from Washington County to Terra Ceia Road (SR 1612)
- **NC 33, BEAU0007-H:** Widen from 11 to 12 foot lanes from NC 306 in Aurora to Gray Road (SR 1136) in Chocowinity and from Amilite Way in Chocowinity to Pitt County
- **NC 92/NC 99, BEAU0008-H:** Widen from 10 to 12 foot lanes from S King Street (SR 1741) in Bath to Pamlico Beach Road (SR 1725) and from Seed Tick Neck Road (SR 1714) to US 264 in Belhaven. Also, widen NC 99 from 10 to 12 foot lanes from US 264 (Main Street) to Washington County
- **NC 99, BEAU0024-H:** Widen from 10 to 12 foot lanes from US 264 (Main Street) in Pantego to Washington County
- **NC 306, BEAU0009-H:** Widen from 9 to 12 foot lanes from Tunstall Swamp Road (SR 1003) to Pamlico County
- **Asbury Church Road (SR 1311), BEAU0010-H:** Widen from 11 to 12 foot lanes from US 264 to NC 32
- **Brick Kiln Road (SR 1303), BEAU0011-H:** Widen from 10 to 12 foot lanes from US 264 to NC 32
- **Burbage Road (SR 1732), BEAU0022-H:** Widen from 10 to 12 foot lanes from Peoples Road (SR 1738) to NC 99
- **Cherry Road (SR 1516), BEAU0012-H:** Add paved shoulders to the existing 12 foot lanes from Market Street Extension (SR 1422) to Old Bath Highway (SR 1501)
- **Cherry Run Road (SR 1001), BEAU0013-H:** Add paved shoulders to the existing 12 foot lanes from VOA Road (SR 1410) to US 17
- **Highland Drive (SR 1501), BEAU0014-H:** Widen 11 to 12 foot lanes from East 12th Street to Slatestone Road (SR 1507)
- **Market Street Extension (SR 1422), BEAU0015-H:** Add paved shoulders to the existing 12 foot lanes from West 15th Street (SR 1306) to NC 171
- **Mill Road (SR 1511), BEAU0016-H:** Widen from 10 to 12 foot lanes from US 17 to Market Street Extension (SR 1422)

- **Old Blounts Creek Road (SR 1123), BEAU0017-H:** Widen from 10 to 12 foot lanes from NC 33 to Hill Road (SR 1125)
- **Slatestone Road (SR 1516), BEAU0018-H:** Widen from 11 to 12 foot lanes from Highland Drive (SR 1501) to Corsica Road (SR 1518)
- **Tunstall Swamp Road (SR 1003), BEAU0019-H:** Widen from 9 to 12 foot lanes from NC 33 to Craven County
- **Wharton Station Road (SR 1409), BEAU0020-H:** Widen from 9 to 12 foot lanes from US 264 to US 17
- **Yeatsville Road (SR 1718), BEAU0023-H:** Widen from 10 to 12 foot lanes from US 264 to Peoples Road (SR 1732)

PUBLIC TRANSPORTATION & RAIL

A public transportation and rail assessment was completed during the development of the CTP. There are no recommended improvements associated with these transportation modes.

BICYCLE

The 2011 Washington Bicycle Plan (Adopted June 2013) identifies existing and recommended greenways and bicycle facilities throughout the city. These facilities were incorporated into the CTP. Additionally, during the development of the CTP, the following facilities were identified as recommended bicycle routes and will need improvements.

In accordance with American Association of State Highway and Transportation Officials (AASHTO), roadways identified as bicycle routes should incorporate the following standards as roadway improvements are made and funding is available:

- Curb & gutter sections require at minimum 4 foot bike lanes or 14 foot wide shoulder lanes.
- Shoulder sections require a minimum of 4 foot paved shoulder.
- All bridges along the roadways where bike facilities are recommended shall be equipped with 54 inch railings.

On-road bicycle facilities are proposed on the following roads:

- **US 264, BEAU0001-B:** from Old County Road (SR 1706) to Tinker Lane in Belhaven
- **US 264, BEAU0004-H:** from 15th Street (SR 1306) to US 17 Business in Washington
- **US 17 Business, BEAU0002-H:** from Main Street to US 264 (5th Street) in Washington

- **US 17 Business, BEAU0002-B:** from Sunset Drive to Bragaw Lane in Chocowinity
- **NC 33, BEAU0003-B:** Spring Creek Road (SR 1912) to 7th Street in Aurora
- **NC 32, BEAU0004-B:** from Hudnell Street (SR 1352) to Spruce Street in Washington Park
- **Bonner Street, BEAU0005-B:** from East Main Street to Water Street in Washington
- **Clarks Neck Road (SR 1403), BEAU0006-B:** from US 264 in Washington to Pitt County
- **East Main Street, BEAU0007-B:** from NC 32 to Bonner Street in Washington
- **East Main Street, BEAU0008-B:** from Stewart Parkway to US 17 Business in Washington
- **Stewart Parkway, BEAU0009-B:** from Water Street to E Main Street in Washington
- **2nd Street, BEAU0010-B:** from US 17 Business to Hudnell Street (SR 1352) in Washington

PEDESTRIAN

The 2006 City of Washington Master Pedestrian Plan⁸ identifies existing and recommended sidewalks for pedestrians throughout the city. These are shown on the Pedestrian Map as existing sidewalks, sidewalks that need improvement or proposed sidewalk. Additionally, during the development of the CTP, the following recommendations were developed.

Sidewalks- Recommended (Sidewalks needed on both sides of a facility)

- **1st Street, BEAU0001-P:** from Main Street to Chapin Street in Aurora
- **2nd Street, BEAU0002-P:** from Middle Street to Main Street in Aurora
- **5th Street, BEAU0003-P:** from Middle Street to Chapin Street in Aurora
- **Middle Street, BEAU0004-P:** from 8th Street to 2nd Street in Aurora
- **Main Street, BEAU0005-P:** from 3rd Street to the Pamlico River in Aurora
- **S King Street (SR 1741), BEAU0006-P:** from NC 92 to Craven Street (SR 1756) in Bath
- **US 264 Business, BEAU0007-P:** from E Pantego Street to Tinker Lane in Belhaven
- **Old County Road (SR 1706), BEAU0008-P:** from US 264 Business (Main St) to US 264 Business/ E Pantego Street in Belhaven
- **US 17 Business, BEAU0009-P:** from NC 33 to Patrick Lane (SR 1143) in Chocowinity

⁸ To view this plan, go to: <http://www.washington-nc.com/>.

Additionally, the following multi-use paths were recommended during the development of the CTP:

- Jake's Creek Greenway from East Main Street to Market Street with a link to the skateboard park near US 264 (John Small Avenue) in Washington, **BEAU0001-M**
- Runyon Creek Greenway from Park Drive to Keysville Road (SR 1506) in Washington, **BEAU0002-M**
- Tar River Nature Path from US 17 Business making loop back to US 17 Business in Washington, **BEAU0003-M**
- Washington Park Walkway from Edge Water Ave. to Walnut Street, **BEAU0004M**

**City of Washington
Grant Update**

Agenda Date: 12/9/13

Grant Name: Blue Goose (Oak Ridge Metal Works)

Grant Number: 12-E-2404

Grant Agency: CDBG- Building Reuse

Contract Grant Administrator: Kevin Richards, Mid-East Commission

City Grant Administrator: John Rodman

Award Date: 3/1/13 Grant Expiration Date: 3/1/15 Projected Completion Date: 2/1/15

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$320,000.00	\$231,706.51	\$320,000.00	\$231,706.51
City Match	\$30,000.00	\$0	\$30,000.00	\$10,000.00
Other Match				
Total	\$350,000.00	\$231,706.51	\$350,000.00	\$241,706.51

Reimbursement to Date: \$231,706.51
 Outstanding Reimbursement requests:
 Total Reimbursement: \$231,706.51

Grant Status

Prior activity: Renovation of Oak Ridge Metal Works Building (Former Brooks Boatworks facility) and job creation.

Activity during month: Continued renovation of facility, job creation requirement met.

Projected activity for next month: Continued renovation of facility

Is project on schedule, if not what action is being taken: Project is on schedule.

Other notes/Council actions required (anticipated date of council action):

Grant: CDBG Building Reuse Blue Goose (Oak Ridge Metal Works)
Grant Expiration Date: 3/1/15

Planned Completion Date	Actual Completion Date
--	---------------------------------------

Milestone:

Renovation of facility

02/01/15	01/00/00
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Job Creation

03/01/15	09/26/13
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**City of Washington
Grant Update**

Agenda Date: 12/9/13

Grant Name: Comprehensive Bicycle Plan

Grant Number:

Grant Agency:

Contract Grant Administrator: Mid-East Commission, Bryant Buck

City Grant Administrator: Kristi Roberson

Award Date: Grant Expiration Date: Projected Completion Date:

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$28,000	\$		
City Match	7,000	7,000		
Other Match				
Total	\$25,000	\$7,000	\$35,000	\$29,287.50

Reimbursement to Date:	\$ 7,000
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$ 7,000

Grant Status

Prior activity:

Activity during month:

Projected activity for next month:

Is project on schedule, if not what action is being taken:

Other notes/Council actions required (anticipated date of council action):

City of Washington Grant Update

Agenda Date: December 9, 2013

Grant Name: Main Street Solutions

Grant Number: MSSF – Washington2011

Grant Agency: Department of Commerce

Contract Grant Administrator: Washington Harbor District Alliance, Beth Byrd

City Grant Administrator: John Rodman

Award Date: 4/10/2012 Grant Expiration Date: 2/23/2015 Projected Completion Date:

Financial Status:

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$200,000	\$	\$	
City Match	0	0	0	0
Other Match				
Total	\$200,000	\$	\$	\$

Reimbursement to Date: \$0

Outstanding Reimbursement requests:

Total Reimbursement: \$0

Grant Status

Prior activity: The owner of Old City Hall and developer are in process of securing financing for this \$721,000 renovation project. All plans are complete, City Historic Preservation Commission approval has been granted, some plans have been shown to inspections – no approvals have been requested as of yet from inspections. State clearances from SEPA, State Environmental Review have been obtained as mandated by the grant. State Historic Preservation Office (SHPO) has been consulted numerous times on the project but have not officially signed off on the project because they are waiting for State Historic Tax Credit application to proceed. Need SHPO approval before construction begins.

Activity during month: Meeting scheduled by City Manager with Cedar Grove Plantation LLC. One partner, Catherine Pisciotta, Beth Byrd, Trent Tetterton, Franz Holscher and Brian Alligood met on Tuesday, Oct. 22 to discuss status of project. Discovered that LLC is in the process of being restructured.

City of Washington Grant Update

Projected activity for next month: LLC partners to be clarified.

Is project on schedule, if not what action is being taken:

No, the project is not on schedule. In the terms stipulated by the City in the sales contract/preservation agreement of Old City Hall to the Cedar Grove Plantation LLC, developer was supposed to start construction within the first year of purchase. The agreement was extended for one year last year. The City is now in the process of determining if they will extend the agreement again or start proceedings to take back the property. The City is composing a letter stipulating the terms on which they will consider an extension of the preservation agreement between the City and Cedar Grove Plantation LLC. The letter will state the date in which the LLC must reply with proof of capacity to proceed with the project. If LLC clears this hurdle, timelines and monthly reports will be required of the LLC by Washington Harbor District Alliance going forward.

Other notes/Council actions required (anticipated date of council action): None

City of Washington Grant Update

Agenda Date: December 9, 2013

Grant Name: Jumpstart Washington

Grant Number: CDBG 11-C-2340

Grant Agency: Department of Commerce, CDBG SBEA

Contract Grant Administrator: The Wooten Company, Billie Hansen

City Grant Administrator: John Rodman

Award Date: 7/6/12 Grant Expiration Date: 1/16/15 Projected Completion Date: 7/6/14

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$200,000	\$114,925.65	\$200,000	
City Match	0		0	
Other Match				
Total	\$200,000	\$114,925.65	\$200,000	\$116,060.65

Reimbursement to Date:	\$114,914.65
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$114,925.65

Grant Status

Prior Activity: Purchased utility truck for Park Boat, plumbing equipment for FRE Plumbing and RX Drugs for Tayloe Pharmacy. Ordered Yale forklift for Park Boat

Activity during Month: Ordered skid steer loader machine for Pamlico Fence. One new employee was hired during November bringing the current number of new hires to six, toward a goal of eight jobs (7 new, 1 retained).

Projected Activity for Next Month: On-going monitoring of job creation will continue until all jobs are in place for a continuous six-month period to satisfy grant requirements.

Other Notes/Council Actions required (Anticipated Date of Council Action): None at this time.

Grant: 11-C-2340 Jumpstart Washington CDBG SBEA	Planned	Actual
Grant Expiration Date: January 16, 2015 (activities complete)	Completion	Completion
April 16, 2015 (closeout documents to DCA)	Date	Date
Milestone:		
Release of CDBG Funds	12/30/12	12/03/12
Meet with Five Project Companies	11/05/12	11/05/12
Prepare CDBG Program Amendment	8/12/2013	8/12/2013
Submit Certified Minutes from Amendment Public Hearing to DCA	09/10/13	09/10/13
Conduct procurement processes for equipment purchases	07/01/13	12/01/13
Submit Sole Source Procurement Permission Requests to DCA	11/01/13	11/13/13
Monitor New Job Creations and Retainage	11/01/12	07/01/14
Closeout Grant (Projected)	07/01/14	08/01/14

City of Washington Grant Update

Agenda Date: 12/9/13

Grant Name: Comprehensive Pedestrian Plan

Grant Number:

Grant Agency:

Contract Grant Administrator: Mid-East Commission, Bryant Buck

City Grant Administrator: Kristi Roberson

Award Date: 5/7/13
Date:

Grant Expiration Date: 9/30/13

Projected Completion

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$10,000			
City Match				
Other Match				
Total	\$10,000	\$0	\$10,000	\$0

*Detailed Revenue and Expenditure Statement is attached.

Reimbursement to Date: \$

Outstanding Reimbursement requests:
Total Reimbursement: \$

Grant Status

Prior activity:

Activity during month:

Projected activity for next month:

Is project on schedule, if not what action is being taken:

Other notes/Council actions required (anticipated date of council action):

City of Washington Grant Update

Agenda Date: 12/9/13

Grant Name: Economic Development Incentives- Spinrite Services

Grant Number:

Grant Agency: City of Washington

Contract Grant Administrator:

City Grant Administrator: John Rodman

Award Date:

Grant Expiration Date:

Projected Completion Date:

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds				
City Match	90,000	90,000.00	\$90,000	\$67,500
Interest Earned	0	358.25		
Total	\$90,000	\$90,358.25	\$90,000	\$67,500

*Detailed Revenue and Expenditure Statement is attached.

Reimbursement to Date:	\$90,358.25
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$90,358.25

Grant Status

Prior activity:

Activity during month:

Projected activity for next month:

Is project on schedule, if not what action is being taken:

Other notes/Council actions required (anticipated date of council action):

City of Washington Grant Update

Agenda Date: December 9, 2013

Grant Name: City of Washington Parks & Recreation Master Plan

Grant Number: N/A

Grant Agency: Pitt County Community Transformation Grant

Contract Grant Administrator: John H. Morrow, MD, MPH

City Grant Administrator: Kristi Roberson

Award Date: 5/20/13 Grant Expiration Date: 9/30/13 Projected Completion Date: 2/14

Financial Status:

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$45,000.00	\$45,000.00	\$45,000.00	
City Match	\$5,000.00		\$5,000.00	
Other Match				
Total	\$50,000.00	\$45,000.00	\$50,000.00	\$27,500.00

*Detailed Revenue and Expenditure Statement is attached.

Reimbursement to Date:	\$45,000.00
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$45,000.00

Grant Status

Prior activity:

- *Introduction section is 90% developed
- *Goals and objectives section has been drafted
- *Data for City profile section has been compiled and being entered into report
- *Location maps and figures for Profile section are being entered into the report
- *Inventory and Evaluation has been completed and information has been entered into the report
- *Public Involvement / Process results have been received and are being reviewed and incorporated into the report.
- *Unmet Needs are being compiled
- *Recommendations are being considered in light of survey results
- *Action Plan will be produced once all public input has been evaluated.

City of Washington Grant Update

Activity during month:

- *Public Involvement / Process has been received
- *Maps, graphics and figures are at 75% completion
- *Update information into report
- *Recommendations being drafted based on survey findings

Projected activity for next month:

- *Draft document presented to City for review
- *Location maps and figures for Profile section will be finalized based on City review and comments
- *Inventory and Evaluation will be finalized based on City review and comments
- *ECU & Rivers public Involvement / process will be reviewed with City staff for accuracy
- *Unmet Needs will be finalized based on City review and comments
- *Recommendations will be updated will be finalized based on City review and comments
- *Action Plan will be finalized based on City review and comments

Is project on schedule, if not what action is being taken:

- *not based on original contract completion date – extension was given to reach the projected 400 person response rate for the random phone survey efforts.
- *results are being finalized and will then be incorporated into the master plan document

Other notes/Council actions required (anticipated date of council action): The grant completion date is September 2013, however work can continue after that date. CTG requires monthly updates until the work is completed.

City of Washington Grant Update

Agenda Date: December 9, 2013

Grant Name: Keysville Road Subdivision Grant

Grant Number: CDBG 05-C-1490

Grant Agency: Division of Community Assistance

Contract Grant Administrator: Holland Consulting, Reed Whitesell

City Grant Administrator: John Rodman

Award Date: 2005 Grant Expiration Date: 6/4/13 Projected Completion Date: 6/30/14

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$250,000	\$250,000	\$	
City Match	90,000	90,000	0	
Other Match				
Total	\$340,000	\$340,000	\$340,000	\$340,000

*Detailed Revenue and Expenditure Statement is attached. Note that \$20,000 lot clearing was budgeted and paid from General Fund and Program Income Fund.

Reimbursement to Date:	\$250,000
Outstanding Reimbursement requests:	
Total Reimbursement:	\$250,000

Grant Status

Prior activity: Five lots have been cleared in the sub-division, water and sewer infrastructure are in place, curbs are in place and a gravel road. Grant was closed for non-performance and the City must repay \$250,000 over three years. Will be credited \$50,000/qualifying home that is occupied but not able to recoup previous repayments.

Activity during month: Met with Richard Self of the DCA and requested that the \$50,000/house credit be applied to each year's repayment and credits that exceed the \$75,000/year repayment allow the City to recoup prior repayments,

Projected activity for next month: Execute legally binding commitment with Metropolitan Housing.

**City of Washington
Grant Update**

Is project on schedule, if not what action is being taken: Not on schedule, Metropolitan Housing is trying to obtain construction financing to begin building homes.

Other notes/Council actions required (anticipated date of council action):

**City of Washington
Grant Update**

Agenda Date: 12/9/13

Grant Name: Lighthouse Restrooms

Grant Number:

Grant Agency: Public Access Funds/PARTF

Contract Grant Administrator:

City Grant Administrator: John Rodman

Award Date: 1/17/12 Grant Expiration Date: 1/17/15 Projected Completion Date:

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$250,000			
City Match	94,397	50,000.00	\$	
Interest Earned	0			
Total	\$344,397	\$50,000.00	\$344,397	\$16,775.00

Reimbursement to Date:	\$50,000.00
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$50,000.00

Grant Status

Prior activity:

Activity during month:

Projected activity for next month:

Is project on schedule, if not what action is being taken:

Other notes/Council actions required (anticipated date of council action):

Mayor
Archie Jennings

City Manager
Brian M. Alligood



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

To: Brian M. Alligood, City Manager
From: Keith Hardt, P.E., Electric Director
Date: 26 November 2013

Reference: Request for Release from Electric Service
Randall & Sheila Morgan, 5216 River Road

On 18 November 2013 Mr. Morgan of 5216 River Road appeared before the Washington City Council to request a release from their electric service from the City so as to take service from Tideland EMC. The City Council informed Mr. Morgan that they would take his request under advisement and return their decision.

I recommend that the City Council take no action and deny Mr. Morgan's request for release. I base my recommendation on the following points:

- 1) The North Carolina electric territory law allows a utility to serve a premises (customer location) as long as that premises exists. (i.e. once a customer is served by an electric utility that customer shall always be served by that utility) By releasing a customer from the service requirement we would go against the intent of the NC territorial law.
- 2) There may be implications with the bond covenants of the North Carolina Eastern Municipal Power Agency (NCEMPA). (see attached) These covenants do not allow the City of Washington to sell or eliminate a customer or portion of the electric system that would have material adverse effect on the revenues or operations of the City's electric system. One customer released from service of the City may not contribute to an "adverse effect", but allowing this release would open the door to many customers requesting the same release. Once the precedent is set if a large number of customers left the electric system NCEMPA could determine that there is an "adverse effect" on the City's system.

I ask that the City Council think of the long term ramifications of allowing this release. If a precedent is set it could have a large impact on the operating revenue of the electric fund.

Mayor
Archie Jennings

City Manager
Brian M. Alligood



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: December 9, 2013
Subject: General Fund Budget Transfer

The Budget Officer transferred \$2,500 of funding between the Police and Fire Department of the General Fund to provide additional funds needed to purchase a fire utility vehicle.

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: 12-4-2013

TO: City Manager or Finance Director

FROM: Matt Rauchenbauch

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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

	Department	Account Number	Object Classification	Amount
FROM:	10-10	4310	7405	2500.00
TO:	10-10-	4340	7405	2500.00

For the purpose of: To provide additional funds for purchase of Fire utility vehicle

Supervisor


Department Head

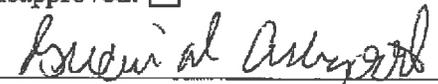
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

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

12/4/13



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: December 9, 2013
Subject: EMS Management & Consultants Agreement
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the City Manager to execute an agreement with EMS Management & Consultants.

BACKGROUND AND FINDINGS:

EMS Management & Consultants has been billing and collecting the City's EMS since 2010 and has increased our collections from \$342,949 to \$613,013 and our State Medicaid reimbursement from \$16,686 to \$230,461.

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: Concur _____ Recommend Denial _____ No Recommendation

12/4/13 Date
 December 9, 2013
 Page 78 of 141

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this 1st day of September, 2013 between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the City of Washington (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services (hereinafter "Services"), and billable medical transportation services (hereinafter "transportation"); and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing and collection services and EMS|MC wishes to provide those services to Client, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. ENGAGEMENT.** During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client. The services to be provided by EMS|MC shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

Accounts with outstanding balances after the insurance and/or third party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send follow-up bills, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

EMS|MC will provide Client with a monthly financial report, to the Client within 10 business days of the last business day of the month. The Report shall include both monthly and year-to-date billing and collection summary, check register report and deposit tickets. EMS|MC shall provide appropriate storage and data back-up for all records pertaining to Client's bills and collections hereunder, accessible to Client during reasonable business hours.

EMS|MC shall maintain records of all services performed and records of all financial transactions. EMS|MC shall retain all financial records not tendered or returned to Client on any termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. EMS|MC will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement. If so requested by Client, EMS|MC shall provide Client with written guidelines or a policy and procedural manual specific to Client reflecting the current regulatory and procedural requirements applicable to Client as a service provider in the State of North Carolina providing services to Medicare, Medicaid and other government funded program patients. EMS|MC will work with the Client's designated management consultants to assist and support said consultants ("Consulting Services"). Under no circumstances will EMS|MC offer advice on any tax related or legal matters.

EMS|MC shall notify Client of all patient complaints about clinical services within five (5) business days of receipt and notify Client of all patient complaints about billing within ten (10) days of receipt. Client shall promptly advise EMS|MC of notices of audit received by the Client. EMS|MC shall directly advise Client of any notices of audit, requests for

medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers, with which Client contracts ("Payer Inquiries"), and advise Client of any significant pattern of payer denials or downcodings for services billed by EMS|MC on Client's behalf ("Denial Patterns"). The Client will be notified of Payer Inquiries within ten (10) business days of EMS|MC's receipt of same.

EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by the client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

The services provided by EMS|MC to Client under this Agreement are conditioned on the Client's fulfillment of the responsibilities set forth in Sections 2 and 3 of this Agreement.

EMS|MC shall have no responsibility to provide any of the following services:

- (a) Determining the accuracy or truthfulness of documentation and information provided by Client;
- (b) Providing services outside the EMS-MC billing system;

- (c) Submitting any claim that EMS|MC believes to be inaccurate or fraudulent;
- (d) Providing any service not expressly required of EMS|MC by this Agreement.

2. **COMPENSATION OF EMS|MC.**

- (a) Client shall pay a fee for the services of EMS|MC hereunder, on a monthly basis, in an amount equal to 7.4% percent of "Net Collections" as defined below (the "Compensation"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Net Collections is not defined to mean any single non-insurance payments or time of service payments made directly to the Client.

EMS|MC shall submit an invoice to Client by the 10th day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client. Such amount shall be paid without offset unless the calculation of the amount is disputed, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the time payment is normally due. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMSMC into EMS|MC's bank account.

EMS|MC will immediately cease to process claims for Client should the outstanding balance owed to EMS|MC become in arrears for a reason that is not justified. This determination will be at the sole and absolute discretion of EMS|MC. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

FEES and CHARGES - A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 25th day of the calendar month in which such invoice is first presented to Client. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after presentment of said invoice for any unpaid balances at the rate of 1½% per month. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

2.1 Software.

(a.)emsCharts:

During the term of this Agreement, EMS|MC will pay the full cost of emsCharts software, based on Client's contract terms with emsCharts in effect as of the date of this Agreement. Future increases in the monthly base package software cost will be borne by Client unless EMS|MC specifically agrees to pay for such increase. EMS|MC shall stop paying any software costs upon the expiration or termination of this Agreement.

Modules Included:

emsCharts Base Software

emsCharts SyncPad

3. RESPONSIBILITIES OF CLIENT.

The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide services to the extent that Client has not fulfilled these responsibilities:

- (a) Client will pay all amounts owed to EMS|MC under this Agreement.
- (b) Client will provide EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC.
- (c) In addition, Client shall provide complete and accurate medical record documentation necessary to ensure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports. Client will report to EMS|MC within ten (10) business days payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client must provide Patient Care Reports (PCRs) in a timely manner in order to achieve higher performance. Further, Client will: implement any reasonable changes that EMS|MC determines to be necessary for the accurate completion of billing forms and related documentation; execute all forms required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carrier to allow EMS|MC to carry out its billing and other duties under this Agreement; and maintain Client's own files with all original or source documents, as required by law. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of client accounts.
- (d) In addition, Client is to provide EMS|MC with complete and accurate medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR)]

or Patient Care Report (PCR)]. The PCR record must thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered. The Client attests that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

- (e) Client will obtain any and all additional patient documentation required by Centers for Medicare and Medicaid Services ("CMS") or any other governmental or commercial payer for reimbursement consideration, including but not limited to a Physician Certification Statements (PCS) or other similar medical necessity forms or prior authorization statements as deemed necessary by the payer.
- (f) Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.
- (g) Client shall allow EMS|MC to audit Client's records and processes at least annually, and on a more frequent basis if reasonably necessary, upon ten (10) days advance notice to Client, during regular business hours, to attempt to ensure that Client is in compliance with this Agreement and that all fees due to EMS|MC have been paid.
- (h) Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.
- (i) Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. TERM OF AGREEMENT.

(a) This Agreement shall be effective upon execution and shall thereafter continue through August 31, 2016. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms, unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.

(i) **Termination for Cause.** Notwithstanding paragraph 4(a), this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within ten (10) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of Client to make timely payments due under this Agreement;
- (2) Any willful or reckless damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful or reckless injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Client's engagement of another billing services provider to provide services during the term of this Agreement;
- (5) Harassment of any contractor or commitment of any act which otherwise creates an offensive work environment for contractors;

- (6) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (7) Failure to practice in accordance with the appropriate policies, standards and procedures established by the respective parties;
- (8) Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party; or
- (9) Any breach of any material provision of this Agreement.

5. RESPONSIBILITIES UPON TERMINATION.

- (a) Provided Client has paid all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payers and claims processing, (all without additional charge except for the cost of blank electronic tape and reasonable copy charges), and will otherwise furnish reasonable cooperation and assistance in any transition to Client, or its successor billing agent.
- (b) Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement, for the applicable fee set forth in paragraph 2(a). Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to

such accounts after the Wind Down; however EMS|MC shall be entitled to compensation as provided in paragraph 2(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. In the event Client has an outstanding balance owed to EMS|MC which is more than 45 days in arrears at the time of termination, or in the event that EMS|MC believes that Client has provided false or fraudulent claim information, EMS|MC shall have no obligation to provide any services after the date of termination.

6. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

- (a) This Agreement to provide billing and collection services is made with EMS|MC as Client's exclusive provider for all dates of service during the term hereof. Except for the services defined in paragraph 2(a) of this Agreement, Compensation, the Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.
- (b) In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in paragraph 3(b) hereof and shall be treated as Net Collections for purposes of paragraph 2(a) hereof.
- (c) In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.
- (d) EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information,

physician certification statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

- (e) The Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.
- (f) In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if the billing company discovers credible evidence of the provider’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to refrain from (a) submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

7. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

The Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where the Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to

unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Paragraph 7 hereof, and having done so, agrees that the restrictions set forth in such paragraph (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

8. PRIVACY.

Confidentiality. All data and information furnished to EMS|MC by Client shall be regarded as confidential, shall remain the sole property of Client and shall be held in confidence and safekeeping by EMS|MC for the sole use of the parties and EMS|MC under the terms of this Agreement. EMS|MC agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than Client or Client's designated legal counsel, accountants or practice management consultants any information about Client, its practice or billing, or any of the patients of Client unless required to do so by applicable law, including, without limitation, federal, state or local law enforcement authorities acting within their jurisdiction and/or acting under the law and/or under court orders. In addition to the foregoing, EMS|MC and Client shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and with the regulations promulgated thereunder, including, without limitation, the Privacy Rule, the Security Rule, and the amendments enacted in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. EMS|MC and Client shall execute a separate Business Associate Agreement under HIPAA.

9. LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

- (a) EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to

correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

- (b) A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the services, hardware, software, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.
- (c) To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap, and shall not cause the Liability Cap to be exceeded, including, without limitation, all compensatory damages, other damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.
- (d) To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) two years after the effective date of termination or expiration of this Agreement; (ii) three years after the date of the underlying medical service or medical transportation service provided by Client to a patient that is the subject of a Claim; or (iii) sixty (60) days after the expiration of the time in which a payer could bring a claim for overpayment or reimbursement against Client under applicable law. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed

to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

- (e) To the fullest extent allowed by law, EMS|MC and Client waive Claims against each other for consequential, indirect, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages (the "Non-Direct Damages Waiver").

- (f) Subject to the Liability Cap and the Claim Time Limit, but notwithstanding the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client with reasonably acceptable counsel from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's negligence or breach of this Agreement. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnity for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under

applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

- (g) All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

- (h) In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

10. GENERAL.

Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Client:
City of Washington
PO Box 1988
Washington, NC 27889

EMS|MC:
EMS Management & Consultants, Inc.
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

With Copy to:

Karen M. Wilson
Wall Esleeck Babcock, LLP
1076 West Fourth Street
Winston Salem, NC 27101

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

City of Washington

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 11-27-13
Subject: Tentatively Award Contract for Terminal Building Construction at Warren Field (\$899,905.50), Approve Grant Project Ordinance Amendment and Approve Corresponding Purchase Order.

Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council tentatively award the contract for terminal building construction at Warren Field Airport to A.R. Chesson Construction Co., approve the attached grant project ordinance amendment and approve the corresponding purchase order.

BACKGROUND AND FINDINGS:

As noted in the attached letter and bid tabulation sheet from John Massey, P.E., of Talbert and Bright, our airport engineers, we received bids from five (5) companies for this work. A.R. Chesson Construction Company was the low bidder. The bids have been reviewed by the NCDOT – Division of Aviation, and have met their approval.

Funding for this work is coming from three (3) sources; \$500,000 in NC Division of Aviation grant funds, \$199,277 in Vision 100 airport funds, and \$200,628.50 in insurance proceeds. The attached grant project ordinance amendment also reflects the site preparation work that was approved at the November 18 Council meeting.

PREVIOUS LEGISLATIVE ACTION

Most recently, awarded site prep work to B.E. Singleton & Sons 11-18-13.

FISCAL IMPACT

Currently Budgeted (Account 66-90-4530-4500) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached letter with bid tab from John Massey, P.E., with Talbert and Bright and grant project ordinance amendment.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *hnd* Concur _____ Recommend _____ Denial _____ No Recommendation 12/4/13 Date December 9, 2013

TALBERT & BRIGHT

November 26, 2013

Mr. Allen Lewis
Public Works Director
City of Washington
PO Box 1988
Washington, NC 27889

RE: Warren Field
New Terminal Building
TBI No. 4207-1205

Dear Mr. Lewis:

Bids were received and opened on Thursday November 14, 2013 for the New Terminal Building project at Warren Field. Five bids were received for this project. Attached please find the certified bid tabulation. We have reviewed the bids received and A.R. Chesson Construction Co. is the lowest responsive and responsible bidder in the amount of \$899,905.50 for the base bid.

With their bid, A.R. Chesson Construction Co. indicated that \$24,148.39 in DBE participation that will be provided by the DBE subcontractor Evelyn E. Baysden Trucking, Inc. to perform Site Work, Demolition and Grading. The proposed subcontractor is certified by the NCDOT as a DBE. The DBE goal established by the NCDOT for this project is 2.0%. The proposed DBE participation will meet the 2.0% DBE goal.

A.R. Chesson Construction Co. did provide a bid bond in accordance with the specifications and other bid documents have been properly completed and signed including their DBE paperwork. A.R. Chesson Construction Co. is a properly licensed contractor and prequalified with the NCDOT for this work.

The City of Washington currently has available grant funds totaling \$549,277 and a forthcoming grant totaling \$150,000 that can be used towards Construction. Both of these grants require a 10% local match. It is my understanding that the City of Washington will be utilizing local funds, including insurance funds, to fund the remaining portion of this project.

Based on review of the bids, Talbert & Bright found no information that would require A.R. Chesson Construction Co. to be considered non-response nor unqualified. Based on this information, Talbert & Bright recommends award of the contract to A.R. Chesson Construction Co.

If you have any questions about the enclosed information, please let me know.

Sincerely,



John M. Massey, P.E.
Project Manager

Enclosures

ENGINEERING & PLANNING CONSULTANTS

4810 SHELLEY DRIVE WILMINGTON, NC 28405 910.763.5350 FAX 910.762.6281

December 9, 2013

Page 98 of 141

Warren Field
 Airport Terminal Building
 TBI No. 4207-1205
 Bid Date: Thursday, November 14, 2013 @ 2:00 pm

This Tabulation was prepared by Talbert & Bright, Inc. and is correct to the best of our knowledge, information, and belief.

By: 

Date: 11/15/13

	A.R. Chesson Construction Co., Inc. 315 West Main Street Williamston, NC 27892 NC General License No: 13540	Calvin Davenport, Inc. 3540 Hunter Hill Road Rocky Mount, NC 27804 NC General License No: 4056	Geo. Raper & Son, Inc. PO Box 14029 Raleigh, NC 27889 NC General License No: 7375	Group III Mgt., Inc. 2820 W. Vernon Ave. Kinston, NC 28504 NC General License No: 22369	Manning Contracting, LLC 160 Factory Street Williamston, NC 27892 NC General License No: 70323
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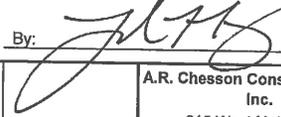
Civil Site Work Items

Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total
1	PSP, NCDOT 800	Mobilization	LS	1	\$ 1,998.00	\$ 1,998.00	\$ 8,744.76	\$ 8,744.76	\$ 1,147.00	\$ 1,147.00	\$ 35,000.00	\$ 35,000.00	\$ 8,240.00	\$ 8,240.00
2	95, NCDOT 1620	Temporary Seeding and Mulching	LS	1	\$ 477.00	\$ 477.00	\$ 702.00	\$ 702.00	\$ 1,721.00	\$ 1,721.00	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00
3	NCDOT 250	Remove Existing Pavement	SY	110	\$ 14.84	\$ 1,632.40	\$ 13.00	\$ 1,430.00	\$ 35.00	\$ 3,850.00	\$ 30.00	\$ 3,300.00	\$ 12.95	\$ 1,424.50
4	95	Remove Existing Light Pole Foundation	LS	1	\$ 265.00	\$ 265.00	\$ 270.00	\$ 270.00	\$ 574.00	\$ 574.00	\$ 500.00	\$ 500.00	\$ 270.00	\$ 270.00
5	95	Remove Temporary Chain Link Fence	LF	430	\$ 1.06	\$ 455.80	\$ 2.77	\$ 1,191.10	\$ 2.00	\$ 860.00	\$ 1.00	\$ 430.00	\$ 2.77	\$ 1,191.10
6	95	Remove Curb and Gutter	LF	15	\$ 21.20	\$ 318.00	\$ 21.80	\$ 324.00	\$ 12.00	\$ 180.00	\$ 10.00	\$ 150.00	\$ 21.87	\$ 325.05
7	95	Install new 4" PVC Sanitary Sewer Service and All Appurtenances	LS	1	\$ 3,477.00	\$ 3,477.00	\$ 10,800.00	\$ 10,800.00	\$ 7,541.00	\$ 7,541.00	\$ 6,000.00	\$ 6,000.00	\$ 9,500.00	\$ 9,500.00
8	95	Install New 1 1/4" Water Service and All Appurtenances	LS	1	\$ 2,402.00	\$ 2,402.00	\$ 9,072.00	\$ 9,072.00	\$ 6,007.00	\$ 6,007.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00
9	95, NCDOT 260	Proof Rolling	LS	1	\$ 551.00	\$ 551.00	\$ 130.00	\$ 130.00	\$ 115.00	\$ 115.00	\$ 100.00	\$ 100.00	\$ 130.00	\$ 130.00
10	P-152	Undercut Excavation	CY	50	\$ 5.79	\$ 289.50	\$ 11.00	\$ 550.00	\$ 14.00	\$ 700.00	\$ 12.00	\$ 600.00	\$ 15.00	\$ 750.00
11	P-152	Unclassified Excavation	CY	2,200	\$ 5.79	\$ 12,738.00	\$ 5.00	\$ 11,000.00	\$ 7.00	\$ 15,400.00	\$ 5.50	\$ 12,100.00	\$ 4.55	\$ 10,010.00
12	95, NCDOT 500	Fine Grading	LS	1	\$ 530.00	\$ 530.00	\$ 1,620.00	\$ 1,620.00	\$ 574.00	\$ 574.00	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00
13	CON	Portland Cement Concrete Pavement	CY	20	\$ 371.00	\$ 7,420.00	\$ 225.11	\$ 4,502.20	\$ 423.00	\$ 8,460.00	\$ 340.00	\$ 6,800.00	\$ 500.00	\$ 10,000.00
14	NCDOT 846	2'-6" Concrete Curb and Gutter	LF	90	\$ 15.90	\$ 1,431.00	\$ 45.60	\$ 4,104.00	\$ 41.00	\$ 3,690.00	\$ 3.00	\$ 270.00	\$ 45.56	\$ 4,100.40
15	NCDOT 846	6"x18" Concrete Curb	LF	90	\$ 14.84	\$ 1,335.60	\$ 36.00	\$ 3,240.00	\$ 18.00	\$ 1,620.00	\$ 16.00	\$ 1,440.00	\$ 35.97	\$ 3,237.30
16	95	Concrete Wheel Stop	EA	2	\$ 26.50	\$ 53.00	\$ 70.20	\$ 140.40	\$ 58.00	\$ 116.00	\$ 50.00	\$ 100.00	\$ 70.00	\$ 140.00
17	NCDOT 848	4" Concrete Sidewalk	SY	190	\$ 36.73	\$ 6,978.70	\$ 32.40	\$ 6,156.00	\$ 38.00	\$ 7,220.00	\$ 33.00	\$ 6,270.00	\$ 30.00	\$ 5,700.00
18	95	Handicap Ramp with 24" Detection Warning Pad	EA	3	\$ 530.00	\$ 1,590.00	\$ 934.74	\$ 2,804.22	\$ 517.00	\$ 1,551.00	\$ 450.00	\$ 1,350.00	\$ 1,000.00	\$ 3,000.00
19	95	Handicap Parking Sign		2	\$ 133.00	\$ 266.00	\$ 178.20	\$ 356.40	\$ 253.00	\$ 506.00	\$ 220.00	\$ 440.00	\$ 162.50	\$ 325.00
20	F-162	8' Chain Link Fence	LF	210	\$ 21.20	\$ 4,452.00	\$ 22.53	\$ 4,731.30	\$ 23.00	\$ 4,830.00	\$ 28.00	\$ 5,880.00	\$ 21.87	\$ 4,550.70
21	F-162	5' Wide Personnel Gate - 8' High including access control	EA	1	\$ 4,230.00	\$ 4,230.00	\$ 3,392.00	\$ 3,392.00	\$ 4,577.00	\$ 4,577.00	\$ 780.00	\$ 780.00	\$ 4,310.00	\$ 4,310.00
22	NCDOT 1205	Paint Pavement Marking Lines, 4"	LF	350	\$ 0.80	\$ 280.00	\$ 0.40	\$ 140.00	\$ 4.00	\$ 1,400.00	\$ 3.00	\$ 1,050.00	\$ 2.86	\$ 1,001.00
23	NCDOT 1205	Paint Pavement Marking Lines, 8"	LF	100	\$ 1.59	\$ 159.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 3.50	\$ 350.00
24	NCDOT 1205	Paint Pavement Marking Symbol	EA	2	\$ 53.00	\$ 106.00	\$ 98.00	\$ 196.00	\$ 35.00	\$ 70.00	\$ 30.00	\$ 60.00	\$ 150.00	\$ 300.00

Warren Field
 Airport Terminal Building
 TBI No. 4207-1205

Bid Date: Thursday, November 14, 2013 @ 2:00 pm

This Tabulation was prepared by Talbert & Bright, Inc. and is correct to the best of our knowledge, information, and belief.

By: 

Date: 11/15/13

A.R. Chesson Construction Co., Inc. 315 West Main Street Williamston, NC 27892 NC General License No: 13540	Calvin Davenport, Inc. 3540 Hunter Hill Road Rocky Mount, NC 27804 NC General License No: 4056	Geo. Raper & Son, Inc. PO Box 14029 Raleigh, NC 27689 NC General License No: 7375	Group III Mgt., Inc. 2820 W. Vernon Ave. Kinston, NC 28504 NC General License No: 22369	Manning Contracting, LLC 160 Factory Street Williamston, NC 27892 NC General License No: 70323
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Civil Site Work Items

Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total								
25	95, PSP, NCDOT 1660	Seeding & Mulching	LS	1	\$ 1,272.00	\$ 1,272.00	\$ 1,080.00	\$ 1,080.00	\$ 1,721.00	\$ 1,721.00	\$ 1,000.00	\$ 1,000.00	\$ 1,625.00	\$ 1,625.00
26	95, NCDOT 1664	Sodding	SY	350	\$ 3.71	\$ 1,298.50	\$ 4.50	\$ 1,575.00	\$ 8.00	\$ 2,800.00	\$ 4.00	\$ 1,400.00	\$ 7.37	\$ 2,579.50

Building Work Items

Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total
27	Project Manual	Terminal Building	LS	1	\$ 843,900.00	\$ 843,900.00	\$ 1,123,500.00	\$ 1,123,500.00	\$ 1,150,000.00	\$ 1,150,000.00	\$ 1,226,480.00	\$ 1,226,480.00	\$ 1,250,560.00	\$ 1,250,560.00
Total - Building Work:						\$ 899,905.50		\$ 1,201,851.38		\$ 1,227,330.00		\$ 1,316,100.00	1	\$ 1,330,169.55

Alternate Items

Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total
20A		Add - Decorative Fencing	LF	210	\$ 98.05	\$ 20,590.50	\$ 133.00	\$ 27,930.00	\$ 108.00	\$ 22,680.00	\$ 150.00	\$ 31,500.00	\$ 142.86	\$ 30,000.60
27A		Add - Metal Roof	LS	1	\$ 37,875.00	\$ 37,875.00	\$ 12,960.00	\$ 12,960.00	\$ 153,118.00	\$ 153,118.00	\$ 15,000.00	\$ 15,000.00	\$ 13,800.00	\$ 13,800.00
27B		Add - Gas Fireplace & Underground Propane Tank	LS	1	\$ 3,975.00	\$ 3,975.00	\$ 4,478.00	\$ 4,478.00	\$ 6,309.00	\$ 6,309.00	\$ 6,000.00	\$ 6,000.00	\$ 10,350.00	\$ 10,350.00
27C		Add - ATS (Components to Support Generator)	LS	1	\$ 12,720.00	\$ 12,720.00	\$ 12,960.00	\$ 12,960.00	\$ 15,026.00	\$ 15,026.00	\$ 9,000.00	\$ 9,000.00	\$ 10,150.00	\$ 10,150.00
28		Add - Parking Lot Lighting	LS	1	\$ 5,724.00	\$ 5,724.00	\$ 5,832.00	\$ 5,832.00	\$ 6,800.00	\$ 6,800.00	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00

Note 1: Correction of Mathematical Error

Note 2: Unit Price in Words governs. Calculation of Extended Total uses unit price in words

**AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCE FOR THE
AIRPORT TERMINAL GRANT PROJECT
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2013-2014**

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

Section 1. That the following accounts in the Airport Terminal Grant Project revenue budget be increased the following amount to provide funds for the construction bid, site preparation engineering and site preparation:

66-90-3490-0005	Insurance Proceeds	\$130,702
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Section 2. That the following accounts in the Airport Terminal Grant Project expenditure budget be increased or decreased the following amounts to provide funds for the construction bid, site preparation engineering and site preparation:

66-90-4530-0401	Site Preparation Engineering	\$ 12,146
66-90-4530-0400	Professional Services	(47,000)
66-90-4530-2102	Rental Building	(1,200)
66-90-5430-4501	Site Preparation	37,016
66-90-4530-4500	Construction	199,906
66-90-4530-9900	Contingency	<u>(70,166)</u>
	Total	\$ 130,702

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 9th day of December, 2014.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 11-27-13
Subject: Authorize Manager to Execute Work Authorization (\$90,815) with Talbert & Bright and Approve Corresponding Purchase Order.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council authorize the City Manager to execute the attached work authorization with Talbert & Bright for construction administration phase services for the new terminal building at Warren Field Airport and approve the corresponding purchase order.

BACKGROUND AND FINDINGS:

Talbert and Bright, our airport engineers, have submitted a proposal for a work authorization in the amount of \$90,815 for the construction administration phase of the new terminal construction work. Funds from the insurance proceeds of the damages as a result of the July 1, 2012 "gustnado" will be utilized for this work. The work scope and fee have been reviewed and approved by the NC Division of Aviation.

PREVIOUS LEGISLATIVE ACTION

Most recently, awarded site prep work to B.E. Singleton & Sons 11-18-13..

FISCAL IMPACT

Currently Budgeted (Account 66-90-4530-0400) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached work authorization.

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review: *ALW* Concur _____ Recommend Denial _____ No Recommendation 12/11/13 Date
 December 9, 2013

**WARREN FIELD
WASHINGTON, NORTH CAROLINA**

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

**Work Authorization No. 13-03
November 22, 2013
TBI Project No. 4207-1303**

Work Authorized: The Work Authorization shall include Grant Administration and Construction Administration Phase Services for the New Terminal Building at Warren Field. Construction Administration Phase Services will include Construction Administration, Part-Time Construction Observation, and Quality Assurance Testing Services.

Grant Administration Phase Services shall include preparation of the initial grant paperwork, preparation of a Grant Amendment once the 2013 Vision 100 Funds have been awarded, coordination of Quarterly Status Reports, processing Reimbursement Requests and necessary coordination with City of Washington Finance Department.

Construction Administration tasks will be performed jointly by Talbert & Bright (TBI) and The Wilson Group. TBI's scope of work is detailed in and will be performed in general accordance with the attached manhour estimate. The Wilson Group's scope of work will include review of contractor shop drawings and submittals related to the building; architect attendance at the Pre-Construction Conference; architect attendance at up to 20 on-site construction meetings; attendance at up to 1 on-site construction meetings by the Structural Engineer and 2 on-site construction meetings by the MEP Engineer; and other services as detailed in the attached Wilson Group scope of work.

Part-Time Construction Resident Project Representative Services will also be provided. Part-Time RPR Services will include up to 340 hours of on-site services (One 8-hr day per week for 40 weeks)

QA Testing Services will be provided by Subconsultant GET Solutions. in accordance with the attached proposal.

Time Schedule: Work shall be performed concurrent with the 12 month construction schedule.

Cost of Services: The method of payment for Grant Administration and Construction Administration Phase Services shall be lump sum in accordance with Section V of the Contract. The lump sum fee for Grant Administration Services shall be \$2,750.00. The lump sum fee for the Construction Administration Phase Services shall be \$56,960.00. The method of payment for Part Time Resident Project Representative Services shall be hourly plus per diem expenses at the rates shown in the attached Work Hour Estimate, with a budget of \$22,000.00. Special Services for Quality Assurance Testing will be invoiced at cost plus a 10% administrative charge, with a budget of \$9,105.00, as shown in the Work Hour Estimate. The Special Services budget will not be exceeded without prior authorization.

Agreed as to scope of services and budget:

Approved:

For City of Washington

For Talbert & Bright, Inc.

Witness

Witness

Date

Date

Manhour Estimate
 New Terminal Building - Warren Field
 Construction Administration Phase Services
 November 22, 2013
 TBI No. 4207-1303

Grant Administration Phase Services

Description		PM	GA
1	Prepare Initial Grant Application Paperwork, Prepare Grant Amendment to Add 2013 Vision 100 Funds, Prepare Grant Quarterly Reports, Reimbursement Requests, Etc.	4	28
Work Hour Total		4	28

Labor Expenses

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Project Manager	\$164.00	4	\$656.00
Grants Administrator	\$72.00	28	\$2,016.00
Subtotal Labor		22	\$2,672.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Telephone/Facsimile	L.S.	25.00	1	25.00
Postage/Shipping	L.S.	50.00	1	50.00
Subtotal Expenses				\$75.00

Total Grant Administration Phase Services

\$2,747.00

USE

\$2,750.00

Construction Admin Services - New Terminal Building

	PM	E2	SA3
1 Coordinate Work Scope, Schedule, and Budget with Owner/Architect/NCDOA. Prepare Work Authorization Amendment and Subcontracts.	4	0	0
2 Prepare and Issue Project Contracts and Notice to Proceed. Coordinate with Owner.	0	2	2
3 Coordinate/Attend Preconstruction Conference. Issue Meeting Summary.	8	0	2
4 Review Project Schedule, Civil Site Work Material Submittals	2	2	0
5 Site Visits and Progress Meetings (6 Meetings). Issue Memorandums as Required.	36	0	0
6 Review QA Test Results for Civil Site Work.	1	2	0
7 On a monthly basis, Reconcile Pay Quantities with Contractor and Architect.	4	6	0
8 Review/Process Contractor Partial Pay Requests, DBE Status Reports, and Certified Payrolls, Sales Tax Reports, and Coordinate with Airport.	4	4	12
9 Answer Contractor Questions During Construction. Resolve Construction/Operational Conflicts. Complete General Project Administrative Functions.	4	4	0
10 Monitor Project Budget. Maintain Project Cost Spreadsheet, Coordinate Grant and Cost Issues with Airport and NCDOA	4	4	4
11 Schedule/Attend Project Final Inspection. Develop/Issue Final Project "Punch List". Confirm Project Completion.	8	0	2
12 Coordinate Final Pay Request/Paperwork Requirements with Contractor. Process Final Pay Request.	2	4	2
13 Review and Distribute Record Drawings.	2	4	0
Subtotal Manhours	79	32	24

Manhour Estimate
New Terminal Building - Warren Field
Construction Administration Phase Services
November 22, 2013
TBI No. 4207-1303

Labor Expenses			
Classification	Billing Rate	Estimated Manhours	Estimated Cost
Project Manager	\$164.00	79	\$12,956.00
Engineer II	\$82.00	32	\$2,624.00
Secretary/Admin III	\$55.00	24	\$1,320.00
Subtotal Labor		135	\$16,900.00

Direct Expenses				
Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Trip - OCW	Each	\$170.00	8	\$1,360.00
Telephone	L.S.	\$100.00	1	\$100.00
Postage	L.S.	\$100.00	1	\$100.00
Subtotal Expenses				\$1,560.00

Subconsultant Services - Construction Admin (including Overhead)		
Architect (The Wilson Group) - <i>See Attached Scope of Work</i>		\$38,500.00
Total Construction Administration Phase Services		\$56,960.00
	USE	\$56,960.00

Construction Observation (Part Time) (including Overhead) - See Attached Scope of Work		
Contract Time: 12 Months (Assume 1 day/week for 40 weeks)		
Resident Project Representative: 320 Hours @ \$65.00/hour		\$20,800.00
Resident Project Representative Per Diem: 40 Days @ \$30.00/day**		\$1,200.00
Estimated Cost for Resident Project Representative Services (Part Time)		\$22,000.00
	USE	\$22,000.00

**Part Time Resident Project Representative Services will be performed on an hourly rate basis for labor, and on a daily rate for expenses, in accordance with billing rate schedule shown above. Part time RPR labor charges will be billed on an hourly basis for time worked on the project. Per diem expenses will be billed on a daily basis for each day which the RPR has project billable labor charges at the Airport. Per diem rate assumes that an RPR located in Washington, NC will be utilized. Per diem expenses include travel, auto expense, food and equipment. The cost of part time Resident Project Representative Services shall not exceed \$22,000 without prior approval from the Owner. Certification of project construction will be based on visual observations performed by the Resident Project Representative and Project Engineer.

Quality Assurance Testing Services		
GET Solutions (including Overhead)		\$9,105.80
	USE	\$9,105.00

THE WILSON GROUP

Proposal for a New General Aviation Terminal
Washington Airport – Contract Administration Package
Washington, North Carolina

11/21/2013

A. General

The following proposal is to provide Architectural, Structural, Mechanical, Electrical, and Plumbing Contract Administration Services for a new General Aviation Terminal at the Washington Airport in Washington, North Carolina. The project will be based on the Bid Package, dated October 11, 2013.

B. Basic Services

1. Contract Administration Package

Architectural.....**\$19,000.00**

- Assist in administering contract to General Contractor
- Assist in preparing instructions to General Contractor at pre-construction conference
- Attend on-site pre-construction conference
- Respond to Requests for Information (RFIs)
- Prepare Architect's Supplemental Instructions (ASIs)
- Review shop drawings and submittals for compliance with construction documents
- Issue bulletin drawings as required during construction
- Process change order requests
- Process pay application requests
- Coordinate with third-party special inspector as required
- Coordinate with testing agency as required
- Coordinate with consultants as required
- Conduct final on-site punch list
- Submit as-built drawings to the Owner
- Attend up to 20 on-site construction meetings; conduct site observations and prepare field reports

THE WILSON GROUP
Proposal for a New General Aviation Terminal
Washington Airport – Contract Administration Package
Washington, North Carolina

11/21/2013

Structural.....**\$3,000.00**

- Stewart Engineering will provide structural contract administration services
- Review shop drawings and submittals for compliance with construction documents
- Coordination with contractor during construction
- Issue bulletin drawings as required during construction
- Respond to RFIs during construction
- Attend up to 1 on-site construction meetings; conduct site observations and prepare field reports

Mechanical, Electrical, Plumbing, and Fire Protection.....**\$4,000.00**

- Saber Engineering will provide mechanical, electrical, plumbing and fire protection contract administration services
- Review shop drawings and submittals for compliance with construction documents
- Coordination with contractor during construction
- Issue bulletin drawings as required during construction
- Respond to RFIs during construction
- Attend up to 2 on-site construction meetings; conduct site observations and prepare field reports

****Total Architectural and Engineering Package***.....**\$26,000.00**

****Note:*** Total does not include reimbursable expenses.

C. Reimbursable Expenses **\$9,000.00**

Reimbursable expenses include expenditures made in the interest of the project. These include, but are not limited to:

1. All expenses for travel - mileage (based on current IRS mileage rate), air fare, meals and lodging expenses in connection with the project.
2. Expense for all printing / reproduction of black and white and color materials made in-house or by other vendors, including reproduction for office use. The following is a list of our in-house charges:
 - \$6.00 per 30 x 42 plot (black and white)
 - \$4.00 per 24 x 36 plot (black and white)
 - \$20.00 per 30 x 42 plot (color)
 - \$15.00 per 24 x 36 plot (color)
 - \$0.10 per 8-½ x 11 (black and white prints)
 - \$1.00 per 8-½ x 11 (color prints)
 - \$0.20 per 11 x 17 (black and white prints)
 - \$1.50 per 11 x 17 (color prints)
3. Delivery service expenses, i.e., USPS, courier, UPS, Fed Ex, etc.

TOTAL A/E FEE (for Basic Services)	\$35,000.00
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D. Additional Services

All other services are additional and will be charged at an hourly rate or an agreed upon Lump Sum prior to the start of these services. The following is a list of Additional Services items; however, it is not intended to be all-inclusive:

1. Changes occurring at no fault of the Architect, e.g., delays, Owner's program changes, unavailability of materials, job site conditions, construction or installation delays, items discontinued or unavailable after release of specifications, therefore, requiring reselection by the Architect. (The Architect will verify availability of all items at time of specifications release.)
2. Revisions of previously released or approved drawings, specifications or other documents not due to the fault of the Architect including changes required by code officials or others after having previously approved the drawings.
3. Contractor, Owner or others' changes due to no fault of the Architect.
4. Redesign and coordination of areas resulting from alternate equipment selection and/or changes in equipment items.
5. Additional site visits beyond what is included for each discipline.
6. Fire alarm and sprinkler system shop drawing preparation services.
7. Special inspection services.

THE WILSON GROUP
Proposal for a New General Aviation Terminal
Washington Airport – Contract Administration Package
Washington, North Carolina

11/21/2013

Hourly Billing Rates:

- The Wilson Group (Architectural) – \$125.00
- Stewart Engineering (Structural) - \$125.00
- Saber Engineering (MEP) - \$125.00

E. Billing / Schedule

1. The Wilson Group will bill on a monthly basis during the course of the project.
2. The schedule will be as follows:

<u>Phase</u>	<u>Timeframe</u>
• Contract Administration.....	13 months

Acceptance:

Signature in the spaces below indicates acceptance of this proposal by The Wilson Group and Talbert & Bright. This is a proposal only. Terms and conditions will be subject to our final contract.

SUBMITTED BY:

THE WILSON GROUP



Brian A. Wilson, AIA
President

TALBERT & BRIGHT

DATE:

November 21, 2013

DATE:



November 19, 2013

TO: **Talbert & Bright Inc.**
4810 Shelly Drive
Wilmington, NC 28405

Attn: Mr. John Massey, P.E.

RE: Proposal for Field Engineering and Materials Testing Services
Warren Field Airport Terminal
Washington, North Carolina
G E T Proposal PEC13-237T

Dear Mr. Massey:

Pursuant to your request, **G E T Solutions, Inc.** is pleased to submit this proposal for providing the required Field Engineering and Construction Materials Testing services at the above referenced project site. This proposal presents our understanding of the project, our project approach and scope of work, our unit rates, and the estimated cost for our services. At this time, the project construction schedule was not available for review. Accordingly, the estimate provided herein is based on our review of the project plans, our experience with similar projects along with the associated materials testing requirements.

Project Description

The project site is located west of the existing temporary terminal building within the Warren Field Airport facility in the City of Washington, North Carolina. The construction at this site is to consist of building a new single story airport terminal structure with a mezzanine along with its various site infrastructure components. Additionally, a portion of the existing taxiway located south of the proposed structure is to be replaced. The proposed structure will have a foot print area of about 5,000 square feet and will be of wood frame design supported by a shallow foundations and a slab on grade.

The existing site grade elevations noted on the project site plans generally range from about 35.5 to 37.25 feet MSL within the proposed construction areas. The proposed first floor finished elevation (FFE) of the structure is to be 37.31 feet MSL and as such will require a cut and fill thickness generally ranging from less than 1-foot to about 1.5 feet in order to establish the design grade elevations. However, based on our review of the project plans and as indicated by Talbert and Bright the earthwork operations and the required surcharging within the building area will be completed during an early site work package. The quality control testing procedures associated with the early site work package is to be provided by others. As such, the earthwork operations within the building area will be limited to removing the surcharge fill and establishing the slab subgrade elevations.

PURPOSE AND SCOPE OF SERVICES

It is our understanding that our services are to consist of the Field Engineering and Construction Materials Testing services associated with the construction of the new structure as well as the proposed pavement areas. Our services will be performed in support of and in conjunction with the services of the Architect, Structural Engineer of Record, Civil Engineer of Record, and the project's Special Inspector and will generally include to the following tasks:

I. EARTHWORK:

The quality control testing services associated with the early site work package is to be provided by others. As such, the earthwork testing services discussed herein and included in our scope of services is limited to compaction testing for final building slab preparation as well as that required for the site work (pavement) areas.

- Evaluate the natural subgrade soils within the pavement areas prior to the placement of the contract required pavement section to determine their ability to support the proposed pavements.
- Collecting bulk soil samples and returning them to our laboratory for Proctor (D 698) and Classification testing (including moisture content, and sieve/gradation testing). These samples will include existing subgrade soils within the pavement areas and imported fill soils for used as structural fill for the construction areas during the early earthwork contract.
- Performing field density tests in accordance with (ASTM D 2922) to verify degree of compaction for the natural subgrade soils and imported fill soils (Select Fill) used for establishing the design grades for the project site.
- Maintaining records of all earthwork testing and construction activities including determination of change order quantities, if any.

II. FOOTINGS AND SLABS:

- Observe bearing soil conditions in footing excavations for stability and verifying that the allowable bearing capacities indicated in the Geotechnical Engineering Report of Record are obtained, by means of augering, probing, Dynamic Cone Penetrometer (DCP) testing, and/or field compaction testing to confirm the design bearing capacity.

- Maintaining records of all foundation testing and construction activities including determination of change order quantities, if any.

III. CAST-IN-PLACE CONCRETE:

- Field testing of slump (ASTM C 143), temperature (ASTM C 1064) and air content (ASTM C 231), unit weight of light weight concrete (ASTM C 567), and maintenance of concrete placement records.
- Field sampling (ASTM C 31) and curing of concrete for strength testing.
- Laboratory curing and compression strength testing of concrete test specimens (ASTM C 39).
- As previously indicated in Item I, coring of the concrete pavements as well as the building slab on grade will also be performed in accordance with the project specifications to determine the as built thicknesses.
- Maintaining records of above stated tasks, reviewed and approved by a Professional Engineer.

IV. MASONRY:

It is our understanding that special inspections will be performed by others for this project and that periodic masonry testing services will be required for this scope of services. Accordingly, periodic testing of the grout blockfill and mortar masonry is proposed to be performed for the masonry foundation walls.

- Provide sampling and testing of mortar and grout in accordance with ACI 530.1.
- Field sampling (ASTM C 780) and curing of mortar for strength comparison.
- Field sampling (ASTM C 1019) and curing of grout for compressive strength testing.
- Laboratory curing and compression strength testing of mortar test specimens (ASTM C 109).
- Laboratory curing and compression strength testing of grout test specimens (ASTM C 39).

- Maintaining records of above stated tasks, reviewed and approved by a Professional Engineer.

All testing services will be performed in conformation to the project specifications referencing the NC State Building Code and the 2009 IBC.

FEE FOR SERVICES

At this time, we are providing you with our "*Project Cost Estimate*" included with this proposal (Attachment "B"), on the basis of which charges will be applied. This proposal is based solely on our experience with other similar projects. Our fee associated with the Field Engineering and Materials Testing Services (Attachment "B") for the items indicated in this proposal are estimated to be **\$7,068.00**.

In the event that our scope of services should include reinforcing steel inspections and/or the contractor's schedule requires specific site visits for reinforcing steel inspections that are independent of our site visits to evaluate the foundation bearing soils, it is estimated that our fee for these services will be **\$1,210.00**. This estimate includes a total of three (3) site visits, if needed.

Additional services will be charged in accordance with our indicated unit fees provided on Attachment "A" (Unit Fee Schedule). If the fees are agreeable to you please sign and return an intact copy of this proposal as our notice to proceed.

We appreciate the opportunity to submit this proposal, and we look forward to working with you towards a successful completion of this project. Please feel free to contact us any time at (252) 335-9765 with any questions that you may have.

Respectfully submitted,
G E T Solutions, Inc.



Gerald W. Stalls, Jr., P.E.
Senior Project Engineer
NC Lic. # 034336

Attachments: Attachment "A" - Unit Fee Schedule
Attachment "B" - Project Cost Schedule
Attachment "C" - Work Authorization
Attachment "E" - General Conditions



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 11-27-13
Subject: Award Lead Abatement Renovation Contract to Utility Service Co., Inc (\$206,888) and approve the corresponding Purchase Orders.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council award a lead abatement maintenance contract to Utility Service Co., Inc., in the amount of \$206,888 and approve the corresponding purchase orders.

BACKGROUND AND FINDINGS:

The water tank off 3rd Street near Veteran's Park is in need of painting. As a result of the lead based paint that was used in the past flaking off, we need to completely remove the existing paint to the bare metal, prime and repaint the tank. To do this requires that the abrasive blasting operation be done in such a way as to be contained on site until it can be properly disposed of. Staff requested proposal from our current tank maintenance contractor, Utility Service Co., Inc., as well as two additional companies specializing in this type of work. As you can tell from the attached bid tabulation sheet, Utility Service Co., Inc. was the low bidder. As such, staff recommends awarding this work to them. As in the past, they have agreed to spread the payment for this work out over five (5) years at a cost of \$41,377.60 per year.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account 30-90-8140-4500) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

See attached bid tab.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *but* Concur _____ Recommend Denial _____ No
 Recommendation 12/4/13 Date

BID TABULATION

Bids for: Lead Abatement and Painting 3rd Street Water Tank
November 2013

<u>Item</u>	<u>Global Tank and Tower, LLC</u>	<u>R.E. McLean Tank Co., Inc</u>	<u>Utility Service Co., Inc</u>
1 Lead Paint Abatement and New Paint	\$325,682.00	\$362,400.00	\$206,888.00

Recommendation: award work to Utility Service Co., Inc.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: December 9, 2013
Subject: Adopt 2014/2015 Budget Schedule
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt the 2014/2015 Budget Preparation and Adoption Schedule.

BACKGROUND AND FINDINGS:

The attached budget schedule outlines the Council budget strategic planning, budget preparation, review, and adoption schedule.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

2014/2015 Budget Schedule

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: Concur _____ Recommend Denial _____ No Recommendation
12/4/13 Date

Budget Schedule 2014-2015

Scheduled Week Of	Status	Budget Task
12/2/2013		CIP worksheets distributed to Management Team
12/30/2013		CIP worksheets due back to Finance
1/6/2014		Budget Packets Distributed to Management Team
1/6/2014		Outside Agency Budget Requests Distributed
1/20/2014		Budgetary & Strategic Planning Retreat With Council (Civic Center)
1/20/2014		CIP Submitted to Finance
1/27/2013		Revenue Estimate- Finance
1/27/2014		Fees & Charges Schedules Distributed
1/27/2014		Budget Goals Provided to Management Team
2/10/2014		Budgets Submitted to Finance
3/3/2014		Budget Compiled by Finance
3/10/2014		Budget & CIP Review with Manager- General Fund
3/10/2014		Budget & CIP Review with Manager- Water/Sewer/Storm Water/Solid Waste/Cemetery Funds
3/10/2014		Budget & CIP Review with Manager- Electric Fund
3/31/2014		Manager's Recommended Budget & CIP Presented to Council
3/31/2014		Budget Available for Public Viewing at City Clerk's Office
4/7/2011		Council Budget Questions/Clarification to City Manager (due by the end of the week, 4/11/14)
4/21/2014		Budget Workshop - Continuation Budget & 2014/2015 CIP
4/21/2014		Budget Workshop - Expansion Budget
4/21/2014		Advertise Public Hearing for Budget
5/12/2014		Public Hearing- Budget
6/9/2014		Budget Adopted
6/16/2014		Budget & CIP Posted to Web Site



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: December 9, 2013
Subject: Flanders Filters Three Year Sewer Adjustment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the City Manager to give Flanders Filters, Inc. an additional two year sewer overbilling adjustment.

BACKGROUND AND FINDINGS:

The City of Washington provides water to Flanders Filters, Inc. and receives a portion of that water back as sewer. The domestic water for the plant goes to their on-site septic system and the process water comes to the City’s wastewater treatment plant. In order to account for this difference in flow a sewer meter was installed in addition to a water meter. However, our utility billing system does not have the capability to compare the two meter readings to determine if there is an error based on historic usage. When the sewer meter was installed Flanders agreed to read the meter in addition to the City reading it in an attempt to detect any errors that might occur. Over the past three years the sewer meter has started to malfunction and provide readings that resulted in overbillings. These errors were not detected by either party. Flanders has been given a twelve month credit of \$52,918.42, per City Code Section 39-51 based on the overbillings. Ron Shriver of Flanders Filters has requested Council’s consideration of credit for the additional two years of overbillings (\$78,649.95) to be given in FY 2014/2015.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: Concur 12/4/13 Date December 9, 2013 Recommend Denial No Recommendation
Page 118 of 141



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: November 27, 2013
Subject: Appointments of Council Liaisons/Representatives
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council appoint liaisons/representatives to the various Boards and Commissions

BACKGROUND AND FINDINGS:

**COUNCIL LIAISONS and/or APPOINTMENTS for
BOARDS AND COMMISSIONS
Effective January 2012**

Planning Board	Ed Moultrie
Board of Adjustment	Richard Brooks
Historic Preservation	Archie Jennings
Library Board	Bobby Roberson
Housing Authority	Archie Jennings
Recreation Commission	Richard Brooks
Tourism Development Authority	Bobby Roberson*
Washington Harbor District Alliance	Bobby Roberson*
Human Relations Council	William Pitt
Electric Utilities Advisory Commission	William Pitt
Airport Advisory Committee	Doug Mercer
Waterfront Docks Advisory Committee(established 12-9-13)	-----

*Indicates a Voting Seat

Organizations with Council representative serving on board

Economic Development Advisory Board	Doug Mercer
NCEMPA	Doug Mercer
Mid-East Commission	Doug Mercer
Hwy 17 Association	Doug Mercer
	(Bobby Roberson is alternate)
Partnership for the Sounds	Archie Jennings
Mayor's Association	Archie Jennings
Chamber of Commerce	Bobby Roberson

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Letter from Mid-East Commission

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Concur _____ Recommend Denial No Recommendation 12/4/13 Date
 Page 119 of 141



People Working Together

1385 John Small Avenue Washington, North Carolina 27889

www.mideastcom.org

Phone: (252) 946-8043 Fax: (252) 946-5489

December 2, 2013

The Honorable Archie Jennings
Mayor of Washington
102 East Second Street
Washington, NC 27889

Dear Mayor Jennings:

In accordance with Article V, Sections 3 and 4, of the Mid-East Commission Bylaws, all Commission members shall be appointed in December to serve at the pleasure of the participating member governments beginning January 1 for a two year term. An official letter of this appointment by your municipality is needed.

Your Town Representative is Doug Mercer, and he has attended six of the six meetings this year. You may reappoint him or appoint another individual at your next meeting. We would request that the member selected be committed to service to the Mid-East Commission as regional issues are most important to our five county region and your communities input is critical to success.

I am enclosing copies of the Certificate of Appointment, please keep one copy and return one to us.

Thank you very much for your attention on this matter.

Sincerely,

Timothy M. Baynes
Executive Director

TMB/th

Attachment

Serving: Beaufort County • Bertie County • Hertford County • Martin County • Pitt County

"Auxiliary aids and services are available upon request to individuals with disabilities."
Relay numbers for the Hearing Impaired: (252) 946-2962 (voice) 1-800-735-8262

**Municipal
Certificate of Appointment
of Membership to the
Mid-East Commission**

The municipal board of the City/Town of _____, at its
_____, 2013 meeting, appointed _____, a member of the
board of commissioners, to serve as its representative to the Mid-East Commission Board
for a term of two years beginning with the January Board meeting.

This action was taken in accordance with the Bylaws of the Mid-East Commission
Article V, Section 3 and 4 on this _____ day of _____, 2013.

Mayor

(SEAL)



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: November 27, 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 on various boards, commissions, and committees. Copies of all applications received were distributed to department heads to allow them time to meet with their Council liaison and Board Chairman. The Enlarged Planning Board (1), Alternate Member – Enlarged Board of Adjustment(1), Recreation Advisory Committee(1) and Airport Advisory Board(1) still have vacancies, but no applications were received.

Nominations will be made by the Council liaisons at the December 9, 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: 12/11/13 Date Concur _____ Recommend Denial _____ No recommendation SWT

ACTIONS SUGGESTED:

A. Waterfront Docks Advisory Committee: (Three members inside City limits)
(Two members recommended by WHDA's Maritime Committee)

I move that the City Council appoint _____ to the Waterfront Advisory Committee with a term to expire June 30, 2015.

I move that the City Council appoint _____ to the Waterfront Advisory Committee with a term to expire June 30, 2015.

I move that the City Council appoint _____ to the Waterfront Advisory Committee with a term to expire June 30, 2016.

I move that the City Council appoint _____ to the Waterfront Advisory Committee with a term to expire June 30, 2016.

I move that the City Council appoint _____ to the Waterfront Advisory Committee with a term to expire June 30, 2016.

B. Planning Board:

I move that the City Council appoint _____ to the Planning Board, to fill the unexpired term of Steve Moler, term to expire June 30, 2015

C. Board of Library Trustees:

I move that the City Council appoint _____ to the Board of Library Trustees, to fill the unexpired term of Raymond Freeman, term to expire June 30, 2018

Primary Board Waterfront Docks Other Boards _____
Advisory

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

NAME Ray Midgett
(Please Print)

ADDRESS 108 Simmons St, Washington, NC

PHONE NO. (BUSINESS) _____ (HOME) 252-975-2320

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 8 1/2 YEARS

YEARS OF EDUCATION Master of Education

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

Lifetime boater, interested in promoting
Washington's waterfront

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.

Ray Midgett
Signature
12/3/2013
Date

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

Primary Board Oak Other Boards _____

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

NAME Jeffrey Woodard
(Please Print)

ADDRESS 301 Brick Kiln Road

PHONE NO. (BUSINESS) 252-944-5262 (HOME) 252-946-9064

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? For Ever 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

Traveled Interoceanic waterway several times, Life long boater, Served on dock committee for Washington Yacht and Country Club for two years, Avid Sailor 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.

Jeffrey Woodard
Signature

12-3-13
Date

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

Primary Board Waterfront Advisory Committee Other Boards _____

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

NAME William R. Sykes
(Please Print)

ADDRESS 213 N Market St, Ste 202, Washington, NC 27889-4949

PHONE NO. (BUSINESS) (570) 839-7776 (HOME) (252) 833-4637

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 4 1/2 YEARS

YEARS OF EDUCATION 18 years, Master in Business Administration

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

During a 2 year period from 2006 to 2008, compiled comprehensive 'Water Use and
Harbor Management Plan' that was accepted by City Council on July 14, 2008 per the

attached minutes spearheaded efforts which established the first legally
permitted mooring field in North Carolina on August 11, 2009; active border since 2008.

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.

William R. Sykes

Signature

November 19, 2014

Date

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

Primary Board Water Front Adm Other Boards _____

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

NAME HACKNEY High
(Please Print)

ADDRESS 201 Rowan Place, Washington, N.C. 27889

PHONE NO. (BUSINESS) — (HOME) 946-5586

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 47 YEARS

YEARS OF EDUCATION 4 YEAR COLLEGE

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

BASED ON 60 YEARS OF BUSINESS, FINANCIAL
AND STATE GOVERNMENT EXPERIENCE.
PLEASURE BOATING EXPERIENCE.

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.

Hackney High
Signature

12/4/13
Date

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

Requested Board Waterfront Dock Advisory Committee

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

NAME Charles A Hough

ADDRESS 2015 Academy St., Washington NC 27889

PHONE (WORK) NA (HOME) 252 975 6302

E-MAIL ADDRESS thehoughs@suddenlink.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 22+ YEARS

YEARS OF EDUCATION 16 12 high school 4 yrs. college

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 love boating - have docked at Washington Waterfront yearly until last couple years for summer festivals - music in the streets regularly - For 10-12 years docked at Ocrake from a long weekend to a month - presently own boat slip at Cypress Landing & keep boat there for approximately 5 months per yr.

^{*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.

11/20/13
Date

Charles Hough
Signature

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

I feel as both a boater and Washington tax payer
I could make fair recommendations since I will be
vested in both boating and paying Washington taxes.

Charles Hough

Requested Board Waterfront Dock Advisory Comm.

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

NAME John M. Vaughn

ADDRESS 210 S. Academy St. Washington, NC 27889

PHONE (WORK) 919.649.5167 (HOME) 252.833.0033

E-MAIL ADDRESS jmvaughn@jmvpi.com

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

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

YEARS OF EDUCATION 16+ (M.S.)

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 —

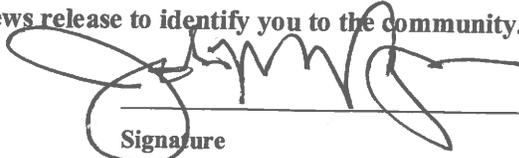
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I have crewed on 37' and 45' sailboats from Maine to Florida. I have owned a 30' sailboat and I currently own a powerboat which I keep in the Washington area. I have a vested interest in the success of the Washington City Dock.

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.

20 November 2013

Date


Signature

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

Requested Board Washington Maritime Advisory Board

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

NAME R. Harrison Marks, III

ADDRESS PO Box 1854, (108 Gladden St.), Washington, NC 27889

PHONE (WORK) 252-946-7211 (HOME) 252-617-2631

E-MAIL ADDRESS harrison@ptrf.org

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 0 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? 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 Executive Director for the Pamlico-Tar River Foundation and as an avid boater, I have a real appreciation for the importance of the waterfront area to Washington's economic growth and community well-being. My wife and I spent six weeks with our boat at the docks so we could spend more time in Washington and experience the downtown area in particular. My 30 years in banking included substantial responsibility for strategy and planning, experience that would be helpful as part of the Maritime Advisory 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.

October 29, 2013

Date

R. Harrison Marks, III

Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: December 9, 2013

Requested Board Washington Maritime Advisory Board

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

NAME Fred O Watkins, III

ADDRESS 306 Sunnyside Drive, Washington, NC 27889

PHONE (WORK) 252-943-5005 (HOME) 252-946-1844

E-MAIL ADDRESS fowatkins@hotmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 64 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE Washington TDA Board Member

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

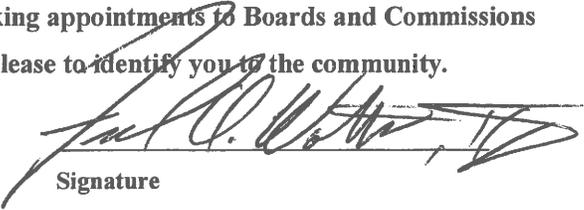
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I have been an avid sailor and motor boater my entire life. I currently have a 27 ft sail boat and a 24 ft motor boat which I use regularly on the coastal and off shore waters of North Carolina. Traveling the Intra-coastal waterway has given me the opportunity to see and experience the hospitality and pleasure of visiting communities with well managed marinas. I want Washington to become a destiny for boaters traveling the coastal waters of North Carolina.

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.

November 11, 2013

Date


Signature

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

Requested Board Waterfront Advisory Committee

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

NAME MAC COX

ADDRESS 467 Mimosa Shores RD., Washington, NC 27889

PHONE ^{Cell} ~~(WORK)~~ 252-975-8579 (HOME)

E-MAIL ADDRESS M.Cox@Suddenlink.net

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 ~~14~~ 15

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

IF YES, PLEASE INDICATE PS: Chamber of Commerce Around 1978?

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.

HAVING Grown up in Washington I have A GREAT DEAL of pride AND Respect for Washington + the Pamlico River. I want to see the Washington Waterfront Developed for the good of the Community. It's one, if not our Biggest Asset

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

Date 10-29-13

Mac Cox
Signature

over
→

Requested Board Washington Maritime Advisory Board

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

NAME Bill Gravely

ADDRESS 126 Fairway Drive, Washington, NC 27889

PHONE (WORK) 252-946-2959 (HOME) 252-946-6173

E-MAIL ADDRESS gravely@coastalnet.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 64 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE _____

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

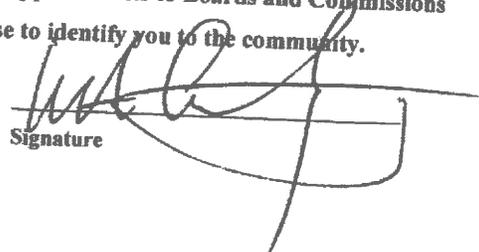
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed.

I have extensive experience in various types and sizes of recreational boats cruising the entire eastern seaboard. This experience gives me some insight into what attractions, experiences and amenities boaters are looking for and how they go about obtaining information on these subjects.

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.

November 8, 2013

Date

Signature 

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

Requested Board Washington Maritime Advisory Board

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

NAME Doug Doscher

ADDRESS 204 Pamlico Lane Chocowinity NC 27817

PHONE ^{Cell} ~~(WORK)~~ 252-495-1530 (HOME) 252-833-4742

E-MAIL ADDRESS dougd54@hotmail.com

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 _____

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.*

Have maintained a 40' sailboat at Slip F6, Washington City Docks since October 2008.

I am a member of the board for the Little Washington Sailing School and actively work to promote it's success, strongly believe the waterfront can be the engine to revitalize downtown

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.

October 25, 2013
Date

F. Douglas Doscher
Signature

Requested Board Washington Maritime Advisory Board

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

NAME Jules Norwood

ADDRESS 110 Bramblewood Dr., Greenville, NC 27858 (business at 411 W. Main St., Washington)

PHONE (WORK) 252.946.4653 (HOME) 252.341.2483

E-MAIL ADDRESS jules@carolinawind.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? NA 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? No IF YES, EXPLAIN _____

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

For the past five years I have operated a marina adjacent to the Washington waterfront docks. My knowledge of the marina operations goes back even further as it has been a family business for 30+ years. This experience will be a valuable addition to the committee responsible for improving the operations of the waterfront docks. As an active boater and a contact point for many other boaters, I will represent the interests of that community as well.

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.

11.2.13
Date

Jules Norwood
Signature

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

Requested Board Planning Board

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

NAME Daryl Keith Woolard

ADDRESS 205 Lawson Road Washington, NC 27889

PHONE (WORK) Retired (HOME) 252-402-7504

E-MAIL ADDRESS darylwoolard@gmail.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 18

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

IF YES, PLEASE INDICATE _____

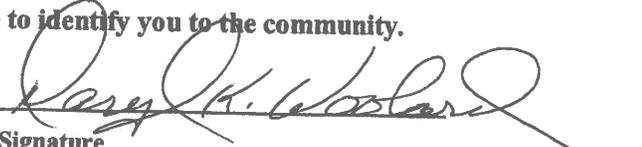
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN _____

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

22 years military servicedeveloping my operational skills by learning to plan large operations or missions for company and battalion size units. Becoming a technical writer for a global teaching course. etc. etc. 17 years as postmaster in Edward, NC performing all duties, reports, and required activities for a community regarding their long distance written communicable needs.

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.

11/10/2013
Date


Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: 05/10/2014

Requested Board Board of Library Trustees

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

NAME Daryl Keith Woolard

ADDRESS 205 Lawson Road Washington, NC 27889

PHONE (WORK) Retired (HOME) 252-402-7504

E-MAIL ADDRESS darylwoolard@gmail.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 18

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

IF YES, PLEASE INDICATE _____

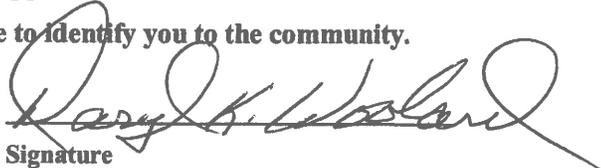
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? NO IF YES, EXPLAIN _____

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

22 years military servicedeveloping my operational skills by learning to plan large operations or missions for company and battalion size units. Becoming a technical writer for a global teaching course. etc. etc. 17 years as postmaster in Edward, NC performing all duties, reports, and required activities for a community regarding their long distance written communicable needs.

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.

11/10/2013
Date


Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: 05/10/2014

Requested Board LIBRARY BD. OF TRUSTEES

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

NAME STEPHEN H. MOLER

ADDRESS 203 LEE PLACE, WASHINGTON, N.C

PHONE (WORK) (252) 948-3888 (HOME) (252) 974-0479

E-MAIL ADDRESS STEVE.MOLER@NCPARKS.GOV

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 43 YEARS

YEARS OF EDUCATION POST-UNDERGRADUATE

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

IF YES, PLEASE INDICATE CITY PLANNING 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.

I SERVED ON THE BROWN LIBRARY EXPANSION COMMITTEE BACK IN THE 1980s. I HAVE SERVED ON OTHER BOARD IN THE PAST. I WAS CHAIRMAN OF BOARD OF BEAUFORT CO. ARTS COUNCIL BACK IN 1984.

I HAVE A STRONG INTEREST THE BROWN LIBRARY AND I USE ITS SERVICES.

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.

Sept 26, 2013
Date

Stephen H Moler
Signature

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

NAME Leesa Payton Jones

ADDRESS 324 East 10th Street Washington NC 27889

PHONE (WORK) 609-444-8974 (HOME) 252-833-0995

E-MAIL ADDRESS Leesawisdom@aol.com

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

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

YEARS OF EDUCATION 7 (City University of New York, Philadelphia Community College)

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 feel I am qualified for this appointment because I believe that libraries enhance the quality of a community and it's welfare. A well endowed library and the Board that ensures it's viability is an asset to everyone. I believe in the mission of the Library and what it means to Washington. I am producing a documentary about Washington for PBS and 85% of my research was done at the Brown Library. I am an advocate for promoting the vital resource this Library is and will work hard to add to it's mission and function.

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.

July 9 2013

Date

Leesa P Jones
Signature

Requested Board BROWN LIBRARY BOARD OF TRUSTEES

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

NAME RICK F GAGLIANO

ADDRESS 120 WASHINGTON HARBOUR WASHINGTON NC 27889

PHONE (WORK) 252-327-9504 (HOME) 252-940-0334

E-MAIL ADDRESS ablenotary@suddenlink.net

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 18

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

IF YES, PLEASE INDICATE HUMAN RELATIONS COUNCEL-VICE CHAIR-6 YRS

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 VERY CIVIC MINDED AND FEEL A NEED TO USE MY MANY TALLANTS TO GUIDE THE LIBRARY IN THE RIGHT DIRECTION

I HAVE BEEN A BUSINESS OWNER FOR OVER 30 YRS.I'M A BORN LEADER AND WANT TO USE MY FUND RAISING TALLENTS TO SERVE THE LIBRARY.

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.

11/ 06/2013

Date

RICK F GAGLIANO

Signature

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