



City of
Washington
NORTH CAROLINA
Council Agenda
JANUARY 13, 2014
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from December 9, 2013 (**page 4**)

Approval/Amendments to Agenda

I. Consent Agenda:

- A. Adopt – Budget Ordinance Amendment for the Façade Grant Program (**page 19**)
- B. Adopt – Budget Ordinance Amendment for the Comprehensive Parks & Recreation Master Plan (**page 25**)
- C. Declare Surplus/Authorize – Electronic Auction of Vehicle through GovDeals (**page 27**)
- D. Approve – Purchase Orders >\$20,000 (**page 28**)

II. Comments from the Public:

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

- A. None –

IV. Public Hearing – Other:

- A. Adopt – Resolution authorizing submission of 2014 Public Waterfront Access Grant Fund application (**page 30**)
- B. Adopt – Annexation Ordinance to extend City of Washington Corporate limits for a non-contiguous annexation ~West End Park Motors (**page 34**)
- C. Adopt – Annexation Ordinance to extend City of Washington Corporate limits for a non-contiguous annexation ~ Montessori Charter School (**page 42**)

V. Scheduled Public Appearances:

- A. Janell Lewis – Beaufort County Health Department donation to the City of Washington



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- B. Haywood Daughtry and Dwayne Alligood – North Carolina Department of Transportation 15th Street Widening Project **(page 51)**
- C. Marc Finlayson – US Highway 17 Economic Impact Study **(page 99)**
- D. Derik Davis – Utilities and Jack's Creek
- E. Beth Byrd – 2014 Events Review
- VI. Correspondence and Special Reports:
 - A. Memo - General Fund Budget Transfer **(page 114)**
- VII. Reports from Boards, Commissions and Committees:
 - A. Human Relations Council **(page 116)**
- VIII. Appointments:
 - A. Appointments – Local Fireman's Relief Fund **(page 118)**
 - B. Appointments – Various Boards, Commissions, and Committees **(page 119)**
- IX. Old Business:
 - A. Authorize – City Manager to execute an amended Legally Binding Commitment with Metropolitan Housing and Community Development Corporation, Inc. **(page 137)**
- X. New Business:
 - A. Authorize – City Manager to Negotiate an Amendment to the Agreement with the Town of Chocowinity for Sewer Capacity **(page 162)**
 - B. Authorize – City Manager to Execute a Lease Agreement with Thomas Saccio for the Lease of a Portion of the Maintenance Hangar at Warren Field Airport **(page 166)**
 - C. Adopt – Capital Outlay Budget Ordinance Amendment **(page 179)**
- XI. Any Other Items From City Manager:
 - A. None –



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- XII. Any Other Business from the Mayor or Other Members of Council
 - A. None –
- XIII. Closed Session – Under NCGS § 143-318.11 (a)(3) Attorney/Client Privilege
- XIV. Adjourn – Until Tuesday, January 21, 2014 at 5:30 pm, at the Civic Center.

The Washington City Council met in a regular session on Monday, December 9, 2013 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; 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: Councilman Elect Larry Beeman; Mayor Elect Mac Hodges; Stacy Drakeford, Police & Fire 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 Resource Director; Gloria Moore, Library Director; Lynn Lewis, Tourism Director; David Carraway, IT Department and Mike Voss, Washington Daily News.

Mayor Jennings called the meeting to order. Councilman Mercer and Pastor Jay Martin delivered invocations.

APPROVAL OF MINUTES:

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the minutes of November 18 & 21, 2013 as presented.

APPROVAL/AMENDMENTS TO AGENDA:

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

***PRESENTATION OF MEMORIAL & RETIREMENT RESOLUTIONS**

Retirement Resolutions were presented or mailed to employees who retired in the past year:

- Willie Blount:** Dec. 1, 2012 – Utility Maintenance Crew Leader - 24 years 2 months
- Glenn Cushing:** March 1, 2013 – Treatment Plants Operations Supervisor – 31 years 10 months
- Harry Lee Dawson:** January 1, 2013 – Fire Shift Commander (Captain) – 24 years 5 months
- Franklin Earl Godley:** June 1, 2013 – Senior Equipment Operator – 29 years 9 months
- Jasper Hardison:** April 1, 2013 – Fire Division Chief – 28 years 9 months
- Carol Newman:** June 1, 2013 – Library Services Coordinator – 18 years 1 month
- Jimmy Pollard:** October 1, 2013 – Police Division Commander (Captain) – 29 years
- Glenwood Whitehead:** January 1, 2013 – Stormwater Maintenance Worker – 29 years 6 months



Mayor Jennings, Brian Alligood,
Mr. & Mrs. Glenn Cushing Allen Lewis & Adam Waters



Mayor Jennings, Brian Alligood, John Rodman
Gloria Moore & Carol Newman

Memorial Resolutions were presented to the families of former employees who passed away this past year:

Lalla Hodges Sidbury – Retired March 1, 2003, Human Resources Director – 17 years 9 months

Linwood Dunn – Retired June 1, 2003, Distribution & Collection System Superintendent - 31 years 3 months

Sarah Moore – Retired January 1, 1982 – Accounting Supervisor – 20 years 10 months



Mayor Jennings, Forrest Sidbury, Brian Alligood - Allen Lewis, Forrest Sidbury, Frankie Buck (presentation to Public Works Dept. which was a retirement gift to Lalla from the Public Works Dept.-a plain simple cotton rag signed by every employee of the PW Dept., Forrest is giving it back to the PW Dept. to honor her memory and her love for the employees of Washington) Lalla Sidbury and Kasey of the Marion L. Shepard Cancer Center’s Pet Partners



Mayor Jennings, Allen Lewis, Brian Alligood Mrs. Anna Dunn(in memory of Linwood Dunn), Lane Dunn, Tandy Dunn, Frankie Buck (Mrs. Anna Dunn expressed the tremendous amount of love Linwood felt for the City and his co-workers)



Mayor Jennings, Pat Lurvey (in memory of Sarah Smith Moore) Brian Alligood (Pat Lurvey, a lifelong friend, accepted the Resolution on behalf of the Moore family)

***PRESENTATION TO MAYOR JENNINGS & COUNCILMAN MOULTRIE**



Mayor Archie Jennings & Councilmembers: William Pitt, Doug Mercer, Richard Brooks, Bobby Roberson and Ed Moultrie

Mayor Jennings stated this has been the greatest blessing of his life. He thanked the Citizens for letting him be their Mayor and City staff for allowing him to be their teammate. He thanked his family for sharing him and his time with the citizens and staff. Mayor Jennings said he is leaving the City in very good hands with the wealth of talent of the City Attorney, City Manager and City Clerk. He acknowledged Franz Holshcer and his contribution and work for the City. He thanked and acknowledged a great City Manager, Brian Alligood, he is the right person for this job for the longterm. Mayor Jennings thanked Cynthia Bennett and noted he felt she is the best clerk in the state and is certainly somebody that will be here longterm. Mayor Jennings thanked the Council members for serving with a servants heart. It has been his blessing and privilege to serve this City as Mayor. *With most sincere gratitude N. ARCHIE JENNINGS, III is hereby awarded this Certificate of Appreciation for outstanding services and contributions as Mayor of the Washington City Council from December 2009 to December 2013 and as a Council Member from January 2006 to December 2009.*

Mayor Jennings noted that Councilman Moultrie was unable to be here tonight as he has been called to Pastor another church. He expressed that Councilman Moultrie was not only a great Councilman and friend, but was the spiritual heart of the group. *With most sincere gratitude Rev. Edward Moultrie is hereby awarded this Certificate of Appreciation for outstanding services and contributions as a member of the Washington City Council from December 2009 to December 2013.*

CONSENT AGENDA:

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

- A. Adopt - Resolution Fixing Date For Public Hearing On The Non-Contiguous Annexation Of Washington Montessori School (**copy attached**)
- B. Adopt – Resolution Fixing Date For Public Hearing On The Non-Contiguous Annexation Of West Park Motors (**copy attached**)
- C. Adopt – Ordinance To Amend Chapter 2, Administration By Adding A New Article XXIII, Waterfront Docks Advisory Committee (**copy attached**)
- D. Approve – Purchase Orders > \$20,000
 *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 Victoria's, 91,745 & 125,690 miles, account 10-10-4310-7405. These are State contract price purchases.
- E. Adopt – Budget Ordinance Amendment For The Jimmy Davis Settlement - \$33,831 (**copy attached**)

COMMENTS FROM THE PUBLIC: None

PUBLIC HEARING ON ZONING: None**PUBLIC HEARING – OTHER:****PUBLIC HEARING – BEAUFORT COUNTY COMPREHENSIVE TRANSPORTATION PLAN RECOMMENDATIONS AND PROBLEM STATEMENTS**

Mayor Jennings opened the public hearing and Bryant Buck, Planning Director for the Mid-East Commission and Mid-East RPO explained the Comprehensive Transportation Plan is a long range planning tool that identifies major transportation improvements that will be needed over the next 25-30 years. Mr. Buck noted this process began about two years ago, meeting with Beaufort County and the Mid-East RPO, of which the City and Beaufort County are members. There have been numerous public input sessions held as well as solicitations from citizens. The document has been posted in public libraries. Recently at a Mid-East RPO meeting, Mr. Gil Alligood from the Warren Field Airport Advisory Board requested the inclusion of the Warren Field Airport in this plan. After discussions with the engineer from the State, the airport will be included in the document portion of the plan.

Mayor Pro tem Roberson and Councilman Mercer noted they have had discussions with Mr. Buck and are satisfied that it will be included. Councilman Mercer felt that the resolution needs to be amended to include wording regarding the inclusion of the airport in the plan.

Mayor Jennings called for comments from the public. Mr. Gil Alligood, Warren Field Airport Advisory Board noted that two meetings have been held requesting the inclusion of the airport in this plan and suggested that Council carefully review the plan to insure its inclusion.

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

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the Resolution Adopting a Comprehensive Transportation Plan for Beaufort County, North Carolina with inclusion of Warren Air Field Transportation Improvement Program, supporting current and future project needs noted in final document.

Resolution Adopting a Comprehensive Transportation Plan For Beaufort County, North Carolina with inclusion of Warren Air Field Transportation Improvement Program, supporting current and future project needs noted in final document

WHEREAS, Beaufort County and the Transportation Planning Branch, North Carolina Department of Transportation actively worked to develop a comprehensive transportation plan for Beaufort County; and

WHEREAS, the County and the Department of Transportation are directed by North Carolina General Statutes 136-66.2 to reach agreement for a transportation system that will serve present and anticipated volumes of traffic in the County; and

WHEREAS, it is recognized that the proper movement of traffic within and through Beaufort County is a highly desirable element of the comprehensive plan for the orderly growth and development of the County; and

WHEREAS, after full study of the plan, and following a public hearing, the City of Washington City Council feel it to be in the best interest of Beaufort County to adopt a plan pursuant to General Statutes 136-66.2;

NOW THEREFORE, BE IT RESOLVED: that the Beaufort County Comprehensive Transportation Plan as shown on a map dated October 17, 2013, be approved and adopted as a guide in the development of the transportation system in Beaufort County and the same is hereby recommended to the North Carolina Department of Transportation for its subsequent adoption.

ADOPTED, this the 9th day of December 2013.

ATTEST:

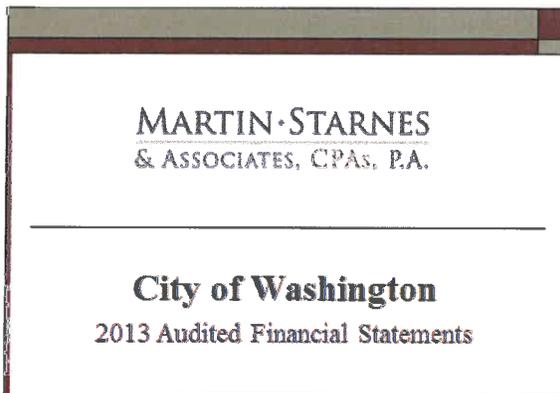
s/ Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

SCHEDULED PUBLIC APPEARANCES:

**CRYSTAL W. ROBERTS (MARTIN - STARNES & ASSOCIATES, CPA'S, P.A.)
– COMPREHENSIVE ANNUAL FINANCIAL REPORT**

Crystal W. Roberts, Martin – Starnes & Associates, CPA's, P.A. presented the audit results to Council. Council discussed revenues versus expenditures as well as debt service.

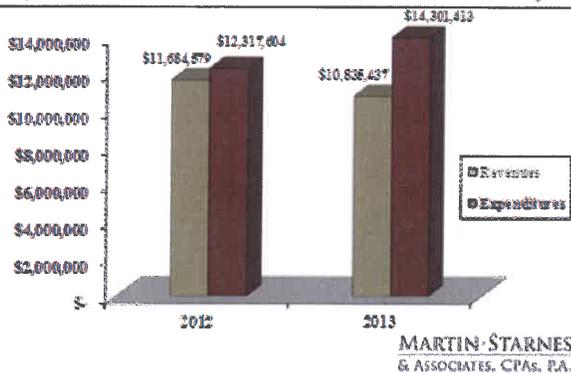


Audit Highlights

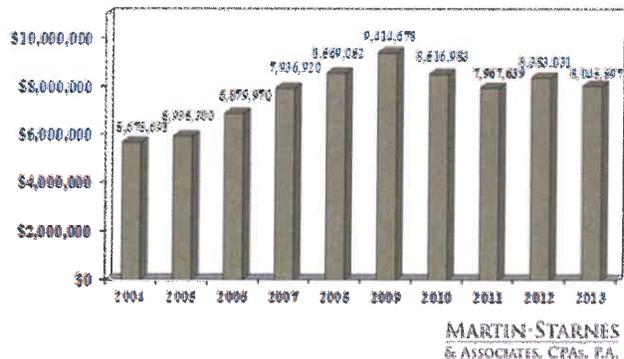
- Unmodified opinion
- No significant deficiencies or material weaknesses in internal control
- Implemented GASB 63 & 65
- Cooperative staff

MARTIN STARNES
& ASSOCIATES, CPAs, P.A.

**General Fund Revenue and Expenses
(before Transfers and Debt Issued)**



Fund Balance – General Fund



Available Fund Balance

Available fund balance as defined by the Local Government Commission (LGC) is calculated as follows:

Total Fund Balance
 Less: Non spendable (not in cash form, not available)
Less: Stabilization by State Statute (by state law, not available)
 Available Fund Balance

This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.

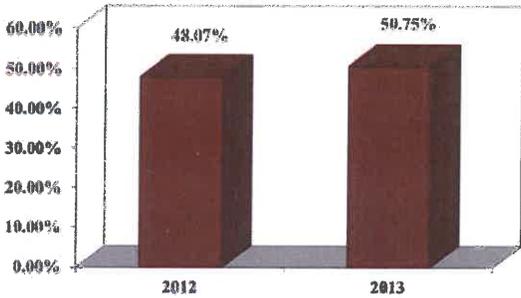
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Fund Balance Position-General Fund

□ Total Fund Balance	\$ 8,045,597
Non spendable	- 121,327
Stabilization by State Statute	<u>- 1,616,400</u>
□ Available Fund Balance	\$ 6,307,870
□ Available Fund Balance 2012	\$ 6,142,129
□ Increase in Available FB	\$ 165,741

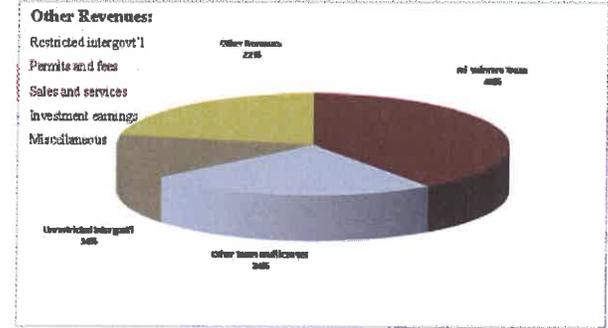
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Available Fund Balance as a Percent of Expenditures – General Fund



MARTIN STARNES & ASSOCIATES, CPAs, P.A.

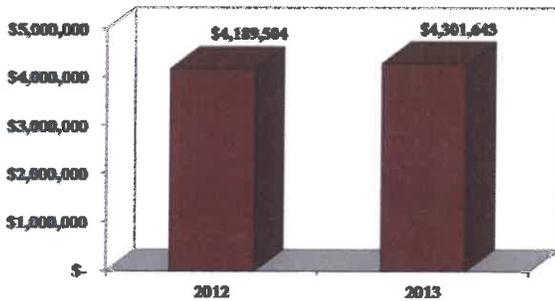
Top 3 Revenues: General Fund



Top 3 comprise \$8,423,969 (78%) of revenues

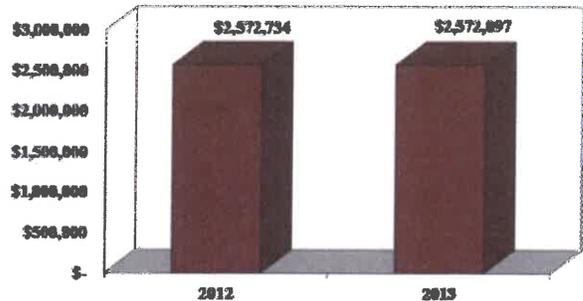
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Ad Valorem Taxes

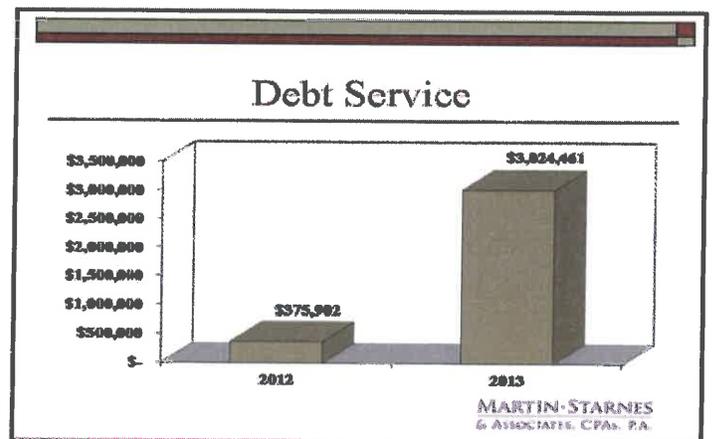
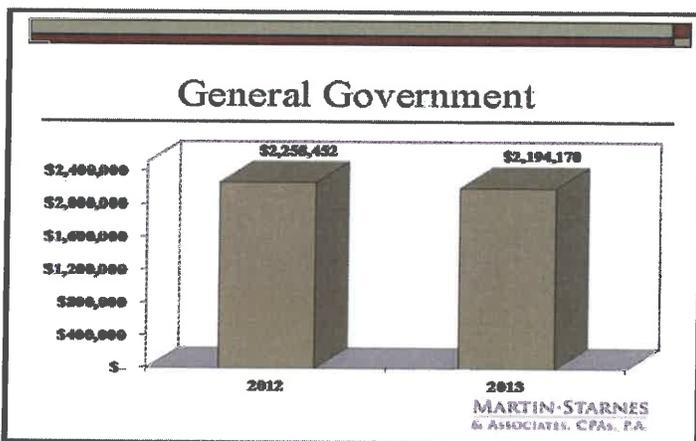
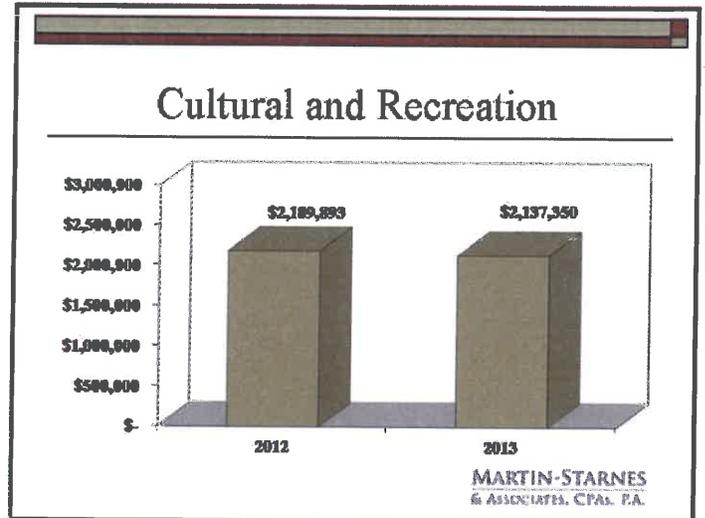
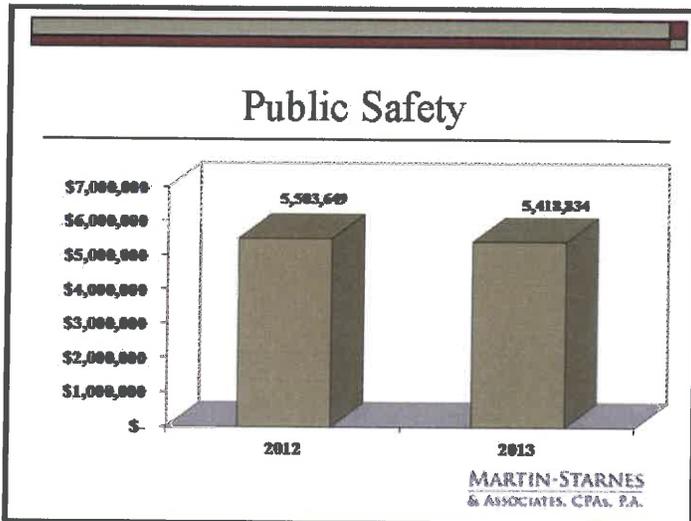
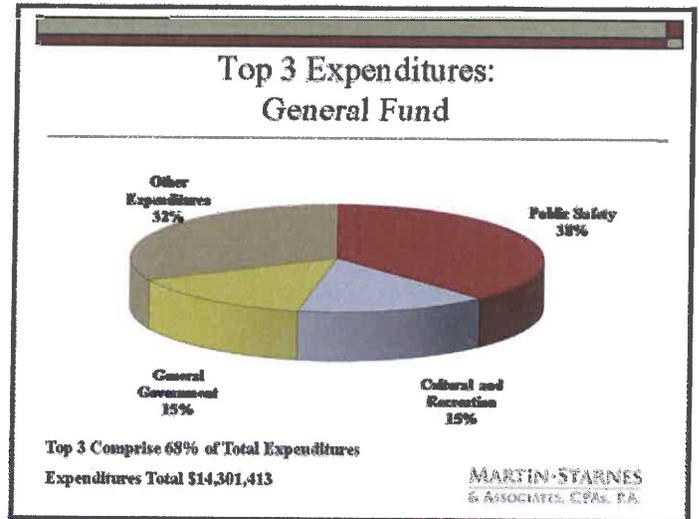
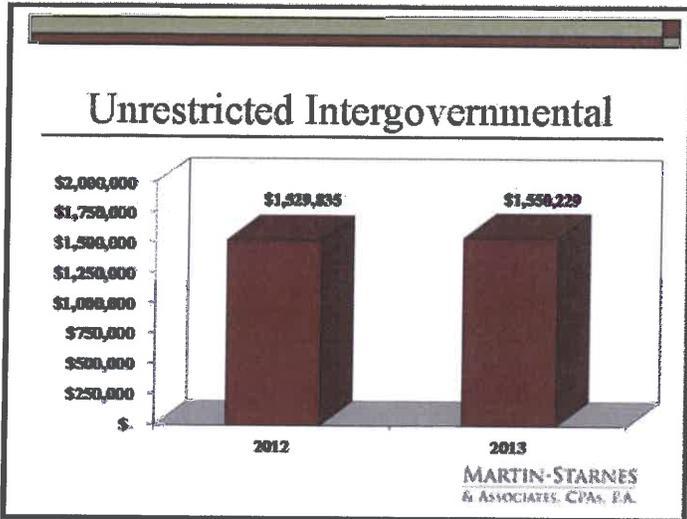


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Other Taxes and Licenses



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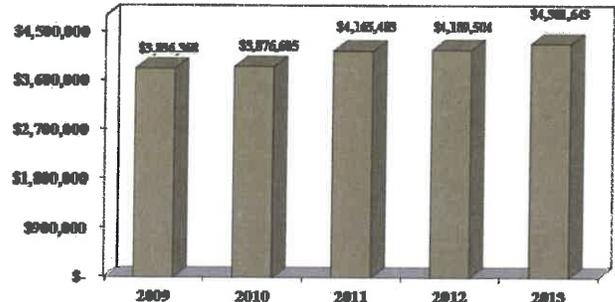


Other Governmental Funds

- ✓ Total Revenues 2013 \$ 579,098
- ✓ Total Expenditures 2013 677,721
- ✓ Other Financing Sources 97,001
- ✓ Net Change in Fund Balance (1,622)
- ✓ Ending Fund Balance 1,613,709

MARTIN-STARNES & ASSOCIATES, CPAs, P.A.

Property Tax Trend for Collections in the Fiscal Year of the Levy



MARTIN-STARNES & ASSOCIATES, CPAs, P.A.

Enterprise Funds Operating Income (Loss) Modified Accrual

	Water	Sewer	Electric	Stormwater Utility	Non Major
Income/loss	218,604	155,053	(259,917)	(100,446)	(60,387)
Transfers out	(100,609)	(69,178)	(644,829)	-	(325,200)
Income/loss before financing transfers	117,995	85,875	(1,204,746)	(100,446)	(385,587)
Debt issued	-	-	430,805	-	35,000
Transfers in	-	2,863	-	-	204,073
Total Income (Loss)	117,995	88,738	(773,941)	(100,446)	(146,514)

MARTIN-STARNES & ASSOCIATES, CPAs, P.A.

Enterprise Funds Available Resources for Future Obligations June 30, 2013

	Water	Sewer	Electric	Stormwater Utility	Nonmajor
Unrestricted Cash and Investments	\$ 1,936,635	\$ 2,357,705	\$ 5,063,190	\$ 435,344	\$ 942,930
Accounts Receivable/Due from	304,946	392,523	4,291,786	65,825	623,102
Available resources	2,441,581	2,750,228	9,284,976	501,169	1,566,032
Current Liabilities	250,524	331,680	4,160,157	351,415	594,607
Total Available for non-current obligations	\$ 2,191,057	\$ 2,418,548	\$ 5,124,819	\$ 149,754	\$ 1,011,425
Annual Operating Expenses					
Cash Basis	\$ 2,752,980	\$ 3,894,020	\$ 35,948,140	\$ 694,621	\$ 2,582,390
2013 Available resources as a % of expenditures	80%	77%	14%	21%	39%
2012 Available resources as a % of expenditures	72%	72%	15%	17%	39%
Total General Fund fund balance as a % of General Fund expenditures is 50.75%					

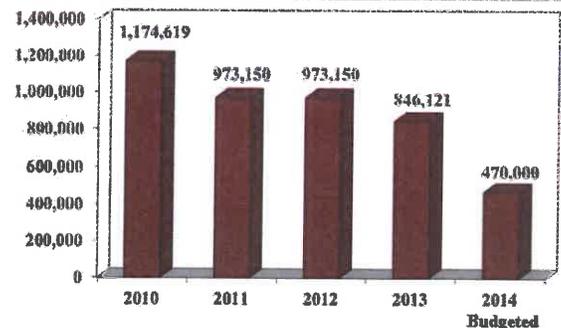
MARTIN-STARNES & ASSOCIATES, CPAs, P.A.

Electric Fund Available Resources for Future Obligations

	2009	2010	2011	2012	2013
Unrestricted Cash and Investments	\$ 5,001,000	\$ 4,938,216	\$ 4,938,302	\$ 5,385,220	\$ 5,063,190
Accounts Receivable/Due from	4,820,624	4,428,644	5,143,337	4,274,609	4,231,786
Available resources	9,053,612	9,367,260	10,073,910	9,910,337	9,294,936
Current Liabilities	6,640,887	4,673,116	4,481,701	4,261,633	4,160,157
Total Available for non-current obligations	\$ 4,283,925	\$ 4,694,144	\$ 5,592,210	\$ 5,648,692	\$ 5,134,779
Annual Operating Expenses					
Cash Basis	\$ 37,433,460	\$ 39,527,477	\$ 37,337,721	\$ 36,212,256	\$ 35,948,140
Available resources as a % of expenditures	12%	12%	15%	15%	14%

MARTIN-STARNES & ASSOCIATES, CPAs, P.A.

Electric Fund Transfers to General Fund



MARTIN-STARNES & ASSOCIATES, CPAs, P.A.

Councilman Mercer requested Council receive a draft copy of the report instead of waiting for final approval from the LGC in order to allow more time to review the document.

CORRESPONDENCE AND SPECIAL REPORTS:

MEMO - GRANT UPDATES

The grant updates were accepted as presented and Brian Alligood, City Manager explained the updates will become part of the Committee of the Whole agenda.

MEMO – RECOMMENDATION REGARDING REQUEST FOR RELEASE FROM ELECTRIC SERVICE

(memo from Keith Hardt, Electric Director)

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.(end memo)

Council accepted the memo as presented.

MEMO - 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.

From Account: 10-00-4310-7405 - \$2500

To Account: 10-00-4340-7405 - \$2500

Council accepted the memo as presented.

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:
FINANCIAL REPORTS (EMAILED AS AVAILABLE)

OLD BUSINESS:**AUTHORIZE – CITY MANAGER TO EXECUTE AN AGREEMENT WITH EMS MANAGEMENT & CONSULTANTS (item pulled from agenda)****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**

Brian Alligood, City Manager noted that the agenda packet contains a 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: awarded site prep work to B.E. Singleton & Sons 11-18-13. There is enough funding to cover this project without having to go into Fund Balance.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council tentatively awarded the contract for terminal building construction at Warren Field Airport to A.R. Chesson Construction Co., approved the grant project ordinance amendment and approved the corresponding purchase order. **(copy attached)**

AUTHORIZE & APPROVE – CITY MANAGER TO EXECUTE WORK AUTHORIZATION WITH TALBERT & BRIGHT AND APPROVE CORRESPONDING PURCHASE ORDER

City Manager, Brian Alligood explained that 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.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council authorized the City Manager to execute the work authorization with Talbert & Bright for construction administration phase services for the new terminal building at Warren Field Airport and approved the corresponding purchase order.

AWARD & APPROVE – LEAD ABATEMENT RENOVATION CONTRACT TO UTILITY SERVICE CO., INC. AND APPROVE CORRESPONDING PURCHASE ORDER

City Manager, Brian Alligood expressed that 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. Utility Service Co., Inc. was the low bidder. 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.

Global Tank and Tower LLC	\$325,682.00
R.E. McLean Tank Co. Inc.	\$362,400.00
Utility Service Co .Inc.	\$206,888.00

By motion of Councilman Mercer, seconded by Councilman Brooks, Council awarded a lead abatement maintenance contract to Utility Service Co., Inc., in the amount of \$206,888 and approved the corresponding purchase orders.

**DISCUSSION – NORTHGATE SUBDIVISION SIDEWALK INSTALLATION
(NO WRITE-UP)**

Brian Alligood, City Manager noted that at the last Council meeting there was some discussion regarding sidewalk installation at Northgate Subdivision and staff was directed to have conversations with Jason Briley and his legal counsel. Staff, Mayor Pro tem Roberson, Franz Holscher, City Attorney met with them last week. Due to scheduling conflicts, we were unable to get everyone together until late last week. We anticipate a proposal to be presented to Council at the January 13th meeting.

DISCUSSION – COUNCIL’S COMPENSATION (NO WRITE-UP)

City Manager, Brian Alligood explained that this topic is in regards to discussion held at the last Council meeting regarding salary and missed meetings, unexcused missed meetings and how to tie that in to Council’s pay. In conversations with staff at the School of Government, what they’ve said is there’s no authority in the General Statutes to penalize members for missed meetings, although, you can do an incentive for attending the meeting. Changes regarding Council salary can only be done at budget time. Council reminded staff to include this topic in the budget discussions.

**DECLARE – ELECTION RESULTS OFFICIAL AND SEATS TO BE VACANT
(NO WRITE-UP)**

Mayor Jennings thanked Superior Court Judge Wayland Sermons for taking part and administering the oath in these proceedings. Mayor Jennings stated the elections results have been declared official by the Board of Elections.

Mayor:	Mac Hodges: 955 votes	Carter Leary: 97 votes
Council:	Bobby Roberson: 704 votes	Larry Beeman: 601 votes
	Doug Mercer: 663 votes	Richard Brooks: 598 votes
	William Pitt: 596 votes	Gil Davis: 556 votes
	Ty Carter: 508 votes	Lloyd May: 464 votes

RECESS

ADMINISTRATION OF OATHS – SENIOR RESIDENT SUPERIOR COURT JUDGE WAYLAND SERMONS

Wayland Sermons, Senior Resident Superior Court Judge, administered the Oath of Office to Mayor Mac Hodges and then to the newly elected Council members: Doug Mercer, Larry Beeman, William Pitt, Richard Brooks and Bobby Roberson. Former Mayor Jennings and Mayor Mac Hodges performed the passing of the gavels. Mayor Hodges thanked Archie Jennings, Councilmembers, City Attorney, City Manager and City Clerk for their guidance, instruction and assistance provided to him. He further thanked Judge Sermons for administering the oaths and thanked the citizens of Washington for electing him. Councilman Mercer acknowledged the presence of Mayor Hodges mother at the meeting. Councilman Brooks stated that we are supposed to be our brother’s keeper and we will work together to do what’s best for the citizens of Washington.



NOMINATION OF MAYOR PRO TEM

Mayor Hodges called for nominations for Mayor Pro tem. Councilman Mercer nominated Bobby Roberson as Mayor Pro tem, Councilman Beeman seconded the nomination. There being no further nominations, Council unanimously elected Bobby Roberson as Mayor Pro tem. Mayor Pro tem Roberson stated he looks forward to working with the new Council.

NEW BUSINESS:

ADOPT - FY2014/2015 BUDGET SCHEDULE

City Manager, Brian Allgood recommended Council’s approval of the budget schedule as presented. Councilman Mercer noted he would like to see Council move forward with this process as early as possible.

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
5/9/2014		Budget Adopted
6/16/2014		Budget & CIP Posted to Web Site

AUTHORIZE – CITY MANAGER TO GIVE FLANDERS FILTERS AN ADDITIONAL TWO YEAR SEWER OVERBILLING ADJUSTMENT

Brian Alligood, City Manager said that 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.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council authorized the City Manager to give Flanders Filters, Inc. an additional two year sewer overbilling adjustment. Mayor Pro tem Roberson opposed and the motion carried 4-1.

Councilman Mercer asked staff to provide Council a listing of the number of automatic reading meters, manual reading meters and combination meters. City Manager, Brian Alligood explained that there was a batch of bad meters and we have gone back and traced those accounts.

APPOINTMENTS:

APPOINTMENTS – OF COUNCIL LIAISONS FOR BOARDS, COMMISSIONS AND COMMITTEES

Mayor Hodges presented the following information for Council’s appointments of liaisons.

Animal Control Appeals Board	Doug Mercer
Planning Board	Bobby Roberson
Board of Adjustment	Richard Brooks
Historic Preservation	Larry Beeman
Library Board	Bobby Roberson
Housing Authority	Mac Hodges
Recreation Advisory Committee	Richard Brooks
Tourism Development Authority	Bobby Roberson*
Washington Harbor District Alliance	Mac Hodges*
Human Relations Council	William Pitt
Electric Utilities Advisory Commission	William Pitt
Airport Advisory Committee	Doug Mercer
Waterfront Docks Advisory Committee	Mac Hodges

*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 (Roberson alternate)
Partnership for the Sounds	Mac Hodges
Mayor’s Association	Mac Hodges
Chamber of Commerce	Bobby Roberson

Councilman Mercer noted that every board listed either the Council appoints members or the City is a member by way of paying dues, with the exception of the Washington Harbor District Alliance. Council does not appoint that board and questioned why Council has a liaison for it. Mayor Pro tem Roberson suggested that this be discussed during the budget process. Councilman Mercer noted that he and Mayor Pro tem Roberson attends and doesn’t see the need for a liaison. Brian Alligood noted that the liaison position is actually a voting position which would result in WHDA losing a voting member of their board. Councilman Mercer explained that when that board was originally formed the members (17) were appointed by City Council and this was tied to the Redevelopment Plan and the plans for downtown. As that plan came to fruition, the Harbor District Alliance began to appoint its own members and we have not appointed a member to that board in over four years.

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

APPOINTMENTS – VARIOUS BOARDS, COMMISSIONS AND COMMITTEES

Waterfront Docks Advisory Committee: (Three members inside City limits)

(Two members recommended by WHDA's Maritime Committee)

Upon nomination of Mayor Hodges and by motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, the following people were appointed to the Waterfront Advisory Committee.

I move that the City Council appoint Doug Doscher to the Waterfront Advisory Committee with a term to expire June 30, 2015. (Maritime Committee recommendation)

I move that the City Council appoint Charles Hough to the Waterfront Advisory Committee with a term to expire June 30, 2015. (inside City limits)

I move that the City Council appoint Fred Watkins to the Waterfront Advisory Committee with a term to expire June 30, 2016. (Maritime Committee recommendation)

I move that the City Council appoint Ray Midgett to the Waterfront Advisory Committee with a term to expire June 30, 2016. (inside City limits)

I move that the City Council appoint Jeffrey Woolard to the Waterfront Advisory Committee with a term to expire June 30, 2016. (inside City limits)

Planning Board: Mayor Pro tem Roberson requested to continue this appointment until January.

Board of Library Trustees: Mayor Pro tem Roberson requested to continue this appointment until January.

ANY OTHER ITEMS FROM CITY MANAGER: None

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL

REMINDERS:

Councilman Pitt reminded Council and the audience that this Saturday has been designated as “build day” by the Washington Housing Authority for the Kaboom Playground located at the Oakcrest Community. The Housing Authority has requested that the City waive the fees for an additional dumpster and trash/recycling pickup. Councilman Pitt stated that he has talked with Councilmembers and they have agreed to pay the fees “out of pocket” with a check to the City and not establish the precedent of waiving fees for any organization for any purpose. The build will begin at 8:00am and be dedicated at 3:00pm.

ADJOURN – UNTIL THURSDAY, JANUARY 13, 2014

By motion of Councilman Mercer, seconded by Councilman Brooks, Council adjourned the meeting at 8:20pm until Monday, January 13, 2014 at 5:30pm in the Council Chambers at the Municipal Building.

(subject to approval of the City Council)

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



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Cultural & Community Services Director
Date: January 13, 2014
Subject: Façade Grant Budget Amendment
Applicant Presentation: N/A
Staff Presentation: John Rodman

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment to appropriate additional funds for the Façade Grant Program.

BACKGROUND AND FINDINGS:

Through December 31, 2013, \$9,354 has been expended for downtown façade improvements with a total budget of \$10,000. Several requests are pending for this fiscal year and additional funds are requested to support these improvements. Grant funds awarded to date are as follows:

\$ 380	Angie’s Body Works & Gift Shop
4,000	Wayland Sermons, E. Main & Market St.
3,724	Washington Jewelers
1,250	Williams & Associates, 201 West Main St.
\$ 9,354	Total

A summary of the façade grant program is attached as well as a breakdown of grant requests.

PREVIOUS LEGISLATIVE ACTION

2013-2014 adopted budget and amended budget.

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: but Concur 1/8/14 Date _____ January 13, 2014 Recommend Denial _____ No Recommendation
Page 19 of 184

**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 accounts of the General Fund appropriations budget be increased or decreased by the amounts indicated to provide additional funding for the Façade Grant Program:

10-00-9990-9990	Contingency	\$ (10,090)
10-00-4400-6700	Transfer to Façade Fund	<u>10,090</u>
	Total	\$ 0

Section 2. That the following account of the Façade Grant Program Fund revenue budget be increased by the following amount:

67-60-3980-1000	Transfer from G/F	\$ 10,090
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Section 3. That the following account of the Façade Grant Program Fund appropriations budget be increased by the following amount:

67-60-8280-9700	Façade Grants	\$ 10,090
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Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 13th day of January, 2014.

MAYOR

ATTEST:

CITY CLERK

Grant Request Break Down

Work Completed and Have Receipts

Betty Stewart (121 N. Market Street) requesting \$2,000
Wayland Sermons (117 N. Market Street) requesting \$2,000
Hood Richardson (110 West Second Street) requesting \$1,556
Ward Photography (118 N. Market Street) requesting \$2,000

Applications Submitted but No Receipts

Doug Mercer (Wash and Wag Main Street) requesting \$1,750
Charles Phillips (building behind Grubb Brothers) requesting \$2,000
Page Family (149 North Market Street) requesting \$2,000
Page Family (129 North Market Street) requesting \$2,000
William Mayo (doesn't list building) requesting \$2,000
Lisabeth Hoffman (109 Gadden Street) requesting \$2,000
Keith Mason (112 S. Respass Street) requesting \$2,000

Requests that Have Been Paid 2013 Only

Wayland Sermons 100 E. Main and 103-109 N. Market
Angies Shiflett 141 N. Market Street
Jim Fortescue 225 & 227 W. Main Street
Williams and Associates

FACADE IMPROVEMENT PROGRAM

CITY OF WASHINGTON

WASHINGTON, NORTH CAROLINA

DOWNTOWN WASHINGTON

FACADE IMPROVEMENT GRANT PROGRAM GUIDELINES

Purpose:

To provide an economic incentive to:

- 1) Renovate store facades (sides only with public entrances) in downtown Washington;
- 2) Encourage good design projects which capitalize on the rehabilitation of existing properties paired with the introduction of compatible new design.
- 3) Preserve the unique character of downtown Washington.

Eligibility

- 1) Any owner or tenant of a building with primary facade along Union Alley, and Market, Main, Second and Third Streets in the historic district. Union, Gladden, and Respass Streets south of Third Street and Market Street south of Fifth Street. Water St. western terminus to west of Harvey St. and Main St. east of Gladden and west of Harvey St. Buildings with sole use as a private dwelling are not eligible unless it is originally commercial property converted to residential use.
- 2) Owners and tenants may request incentive grants separately; however, any tenant must have the owner's written permission attached to the application and only one application per building is eligible for approval.
- 3) All rehabilitation design proposals will meet with the code requirements of the City of Washington. Guidelines for the Historic District must also be followed.
- 4) Buildings awarded grants from this program in the past calendar year are not eligible.
- 5) Any exterior renovation proposal-from an entire facade rehabilitation to maintenance items such as repainting or replacing building parts is eligible for funding but top priority will be given to projects which will make a highly visible contribution to the commercial district. Simple sign changes are not eligible. Top priority will be given to projects which will make a highly visible contribution to the commercial district.

Examples include:

- a) removing of false fronts
- b) cleaning of brick/stone fronts
- c) painting
(chemical stripping, water wash, scraping)

- d) repair/replacement of doors/windows
- e) installation of approved awnings
- f) re-pointing of brick
- g) structural repair
- h) installation of appropriate signs

i) historic reconstruction and replacement of original architectural details

Examples of items that cannot be funded, either in whole or part by grant program include:

- a) sandblasting of exterior bricks
- b) demolition of historic features
- c) roof repairs

Criteria:

Grants are given on a basis of \$1 reimbursement for each \$1 total owner/tenant expenditure (100%) with a maximum city participation of \$2,000.00 per facade project.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: January 13, 2014
Subject: Comprehensive Parks & Recreation Master Plan Budget Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment to appropriate City match funds for the Comprehensive Parks & Recreation Master Plan Grant.

BACKGROUND AND FINDINGS:

The grant project ordinance for the Comprehensive Parks & Recreation Master Plan Grant awarded in FY 2013 included \$5,000 of revenue from the General Fund for the City match of the \$45,000 grant. Funds for the transfer were not appropriated when the Grant Fund was established.

PREVIOUS LEGISLATIVE ACTION

2013-2014 adopted budget and amended budget.

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
_____ 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 to provide funds for the City match of the Comprehensive Parks & Recreation Master Plan Grant:

10-00-3991-9910	Fund Balance Appropriated	\$5,000
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Section 2. That the following account of the General Fund appropriations budget be increased:

10-00-4400-9201	Transfer to Grant Fund	\$ 5,000
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 13th day of January, 2014.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Michael Whaley, Purchasing Agent
Date: January 13, 2014
Subject: Declare Surplus/Authorize Electronic Auction of Vehicle through GovDeals
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council declare surplus and authorize the sale of vehicle #456 through electronic auction using GovDeals.

BACKGROUND AND FINDINGS:

<u>Vehicle Number</u>	<u>Make/Model</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
456	1996 International Model 4700 Dump Truck	1HTSCABMOTH390788	102,879

Vehicle #513 was replaced at the Cemetery. The old #513 was transferred to Public Works to replace #456 that was in poor condition.

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: Bid Concur 1/8/14 Recommend Denial _____ No Recommendation
Date January 13, 2014



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: January 13, 2014
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 #13801, \$85,000, to EMA Resources to dispose of residual sludge from the sewer treatment plant, account 32-90-8220-4500.

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: Concur _____ Recommend Denial _____ No Recommendation
1/8/14 Date

Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:13801

PO #: Not Assigned

User Name: Adam Waters

Date: 12/05/2013

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$85,000.00

Ship To:

CITY OF WASHINGTON WAREHOUSE (PW)

203 GRIMES ROAD

WASHINGTON, NC 27889

EMA RESOURCES
755 YADKINVILLE ROAD
MOCKSVILLE, NC 27028

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

Quantity	Description	Job Number	Unit Price	Extended
2000000	LAND APPLICATION FOR RESIDUAL SLUDGE		\$0.04	\$85,000.00
Sub Total				\$85,000.00
Total Tax				\$0.00
Total				\$85,000.00

Account Number	Account Description	Amount
32-90-8220-4500	CONTRACT FOR SLUDGE	\$85,000.00
Total		\$85,000.00

Approval List

Dept Level Approval: _____

Department Head: _____

PO Level Approval: _____

Purchase Order Prep: _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community and Cultural Services
Date: January 2, 2014
Subject: Hold public hearing: Adopt resolution authorizing submission of 2014 Public Waterfront Access Grant Fund application
Applicant Presentation: N/A
Staff Presentation: John Rodman, Planning and Development

RECOMMENDATION:

I move that the Washington City Council adopt the resolution in support of the submission of a \$150,000 proposal to the North Carolina Division of Coastal Management, Public Beach and Waterfront Access Funds "Fast Track" grant program for year 2014 for the construction of a municipal pier located along the promenade at the intersection with Harding Square.

BACKGROUND AND FINDINGS:

The NC Public Beach and Waterfront Access Program is a matching grant program administered by the Department of Environment and Natural Resources, Division of Coastal Management

The purpose of the public hearing is to describe the construction and the design of the municipal pier, also called the "Peoples Pier". Approved activities through this program include land acquisition, site improvements, and amenities for public access.

For construction projects local government match for Tier 2 counties must be at least 25% of the total project costs. At least 1/2 of the local contribution (12.5% of the total cost) must be cash; the remainder may be in-kind.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Grant Notification, Map location, design, budget

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 1/8/14 Date Concur John Recommend Denial _____ No
 Recommendation _____ Date
 January 13, 2014

John Rodman

From: Thayer, John [john.thayer@ncdenr.gov]
Sent: Tuesday, November 26, 2013 9:47 AM
To: randell.woodruff@co.beaufort.nc.us; Bubs Carson; townmanager@belhavennc.com; townofchoc@suddenlinkmail.com; John Rodman; Traci White; townofaulander@gate11.net; Allen Castelle; lewistonwoodville@nclink.net; lewistonwoodville@earthlink.net; townofpowellsville@mchsi.com; Townofroxobel@gate811.net; townofharrellsville@centurylink.net; bholland@murfreesboronc.net; rhett_townofcolumbia@yahoo.com; Kris Noble; Ann Keyes; plymouthmayor@visitplymouthnc.com; Christofferson, Erik D.; Bryant Buck; Loria.Williams@hertfordcountync.gov; jrhodes@washconc.org
Subject: Notice of Invitation to Submit Application for CAMA Access Grant Funds 2014 Fast Track Cycle
Importance: High
Follow Up Flag: FollowUp
Flag Status: Red
Attachments: 2014FASTTRACKAccessApplication_112113.pdf; 2014FASTTRACKAccessApplication_FORM_112113.doc

Hello everyone,

This email is being sent to public beach and water access contacts in the Washington District area.

DCM is pleased to notify local governments in the 20-county coastal area that the Division of Coastal Management (DCM) has an estimated \$950,000 in grant monies available for awards in April 2014.

The 2014 Fast Track Cycle Application Package and the 2014 Fast Track Cycle Application Form are attached.

The 2014 Fast Track Cycle will have a single application step. Local governments interested in receiving financial assistance must complete and submit 2 printed copies of the attached Application form with attachments and graphics and 1 cd or USB drive with digital files. Your local DCM District Planner must receive applications before **5:00 pm on Friday, February 28, 2014**.

This is a Fast Track application process separate from our regular annual pre- and final application process. We will be sending out notices of the pre-application process for our regular Public Beach and Waterfront Access Grant round in February 2014.

Please distribute and contact me if you have any questions call either me or one of the other District Planners listed within the attached packet.

John A Thayer Jr. AICP, Manager CAMA Local Planning & Public Access Programs
<u>NC Division of Coastal Management</u> NC DENR/Division of Coastal Management 400 Commerce Avenue Morehead City, NC 28557-3421 Phone: 252-808-2808 FAX 252-247-3330 Email: John.Thayer@ncdenr.gov
E-mail correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

**RESOLUTION OF SUPPORT FOR THE CITY OF WASHINGTON'S
APPLICATION FOR THE N.C. DIVISION OF COASTAL MANAGEMENT'S
PUBLIC BEACH AND WATERFRONT ACCESS "FAST TRACK"
GRANT FUNDS**

WHEREAS, the N. C. Public Beach and Coastal Waterfront Access Program is a matching grant program administered by the Department of Environment and Natural Resources, Division of Coastal Management; and

WHEREAS, the City of Washington will forward an application to the Division of Coastal Management(DCM) requesting a grant from the N.C. Public Beach and Waterfront Access Program for year 2014; and

WHEREAS, this year the request for funding demonstrates the continued interest by the local government to improve public access to the waterfront; and

WHEREAS, the City of Washington understands the primary purpose of the program is to provide pedestrian access to the waterfront; and

WHEREAS, the people of Washington realize the importance of public access to the Tar and Pamlico Rivers; and

WHEREAS, the construction of a municipal pier is critical to achieve public access along the Tar and Pamlico Rivers; and

WHEREAS, the City advertised and conducted a public hearing on January 13, 2014 for the purpose of soliciting public comment on the proposed public pier and 2014 CAMA "Fast Track" grant application, and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Washington does hereby go on record supporting the submission of the application to the N.C. Division of Coastal Management for Public Beach and Waterfront Access funds for the construction of a municipal pier along the Washington Waterfront

Adopted this the 13th day of January, 2014 in Washington, North Carolina.

Mac Hodges, Mayor

Attest:

Cynthia S. Bennett, City Clerk

Public Hearing Notice

The Washington City Council will conduct a public hearing on Monday, January 13, 2014 at 6:00 p.m. for the purpose of receiving public comment regarding a Coastal Area Management Act (CAMA) grant to construct a municipal pier along the Stewart Parkway Promenade at the intersection of Harding Square. The construction of the pier will increase public access to the water for recreational and enjoyment purposes. The public hearing will be held in Council Chambers located in the 2nd floor of the municipal building, 102 East 2nd Street, Washington, North Carolina.

Washington Daily News



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Glen Moore, Planning Administrator
Date: January 2, 2014
Subject: Hold public hearing: Adopt annexation ordinance to extend City of Washington Corporate limits for a non-contiguous annexation
Applicant Presentation: N/A
Staff Presentation: John Rodman/Glen Moore, Planning and Development

RECOMMENDATION:

I move City Council adopt the annexation ordinance to extend the City of Washington corporate limits for the non-contiguous annexation of the West End Park Motors property located on US Hwy 264 and containing 4.62 acres.

BACKGROUND AND FINDINGS:

At the December 9, 2013 City Council meeting, Council adopted a resolution calling for a public hearing on the request for an annexation of the subject property located on US Hwy 264 and containing 4.62 acres.

After the Public Hearing if Council desires to proceed with the annexation the attached ordinance needs to be adopted that will place the property inside the city limits effective January 13, 2014.

PREVIOUS LEGISLATIVE ACTION

Investigated Petition – November 18, 2013
Set Public Hearing – December 9, 2013

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached ordinance, map & Cost/Benefit Analysis

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 1/8/14 Date Concur AMT Recommend Denial _____ No
 Recommendation _____ Date
 January 13, 2014

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

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

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question on of this annexation was held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, January 13, 2014, after due notice by the Washington Daily News on January 3rd, 2014;

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

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

Section 1. By the virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Washington as of January 13, 2014:

Being all of that tract of land noted on that survey "Area to be annexed by the City of Washington" by Mike Baldwin, P.A. dated November 2013 and being located in Washington Township, Beaufort County North Carolina and being more particularly described as follows;

Beginning at a point on the northern right-of-way of US Hwy 264 and being the northwest corner of BLP Holdings, LLC tract and running N 31 35'26" W 37.87 feet to a point thence N 37 59' 18" W 150.03 feet to a point in the right of way and thence N 31 48' 09" W 64.29 feet to a point in the northern right of way being the centerline of an existing ditch along the western boundary and running N 52 30' 17" E 64.53 feet to a point along the ditch thence N 28 16' 55" E 437.62 feet to a point along the northern boundary of this property running thence S 64 39' 12" E 300.37 feet to a point running thence S 64 43' 22" E 85.67 feet to a point on the eastern boundary running thence S 24 33' 06" W 139.37 feet to a point on the eastern property line running thence along an arc with a radius of 839.45 feet and a chord running S 46 43' 15" E 340.13 feet to a point on the eastern property line and running thence S 58 24' 34" W 195.49 feet to the point of beginning and being all of 4.619 acres recorded in DB 1777 Page 0590.

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

Said property contains 4.62 acres more or less.

Section 2. Upon and after January 13, 2014, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Washington and shall be entitled to the same privileges and benefits as other parts of the City of Washington. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Washington shall cause to be recorded in the office of the Register of Deeds of Beaufort County, and in the office of the Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 13th day of January 2014.

Mac Hodges, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Bennett, Clerk

City Attorney

Annexation #13-A-03
West Park Motors Property

NOTICE OF PUBLIC HEARING ON
REQUEST FOR 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 territory, requested by petition filed pursuant to G.S. 160A-31:

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;

Annexation Map, West Park Motors Property located in the Office of Development & Planning.

Together with and subject to covenants, easements, and restrictions of record.
Said property contains 4.62 acres more or less.

Cynthia S. Bennett

Cynthia S. Bennett, City Clerk

Legal Ad
PUBLISHERS AFFIDAVIT
CITY OF WASHINGTON
PLANNING DEPARTMENT

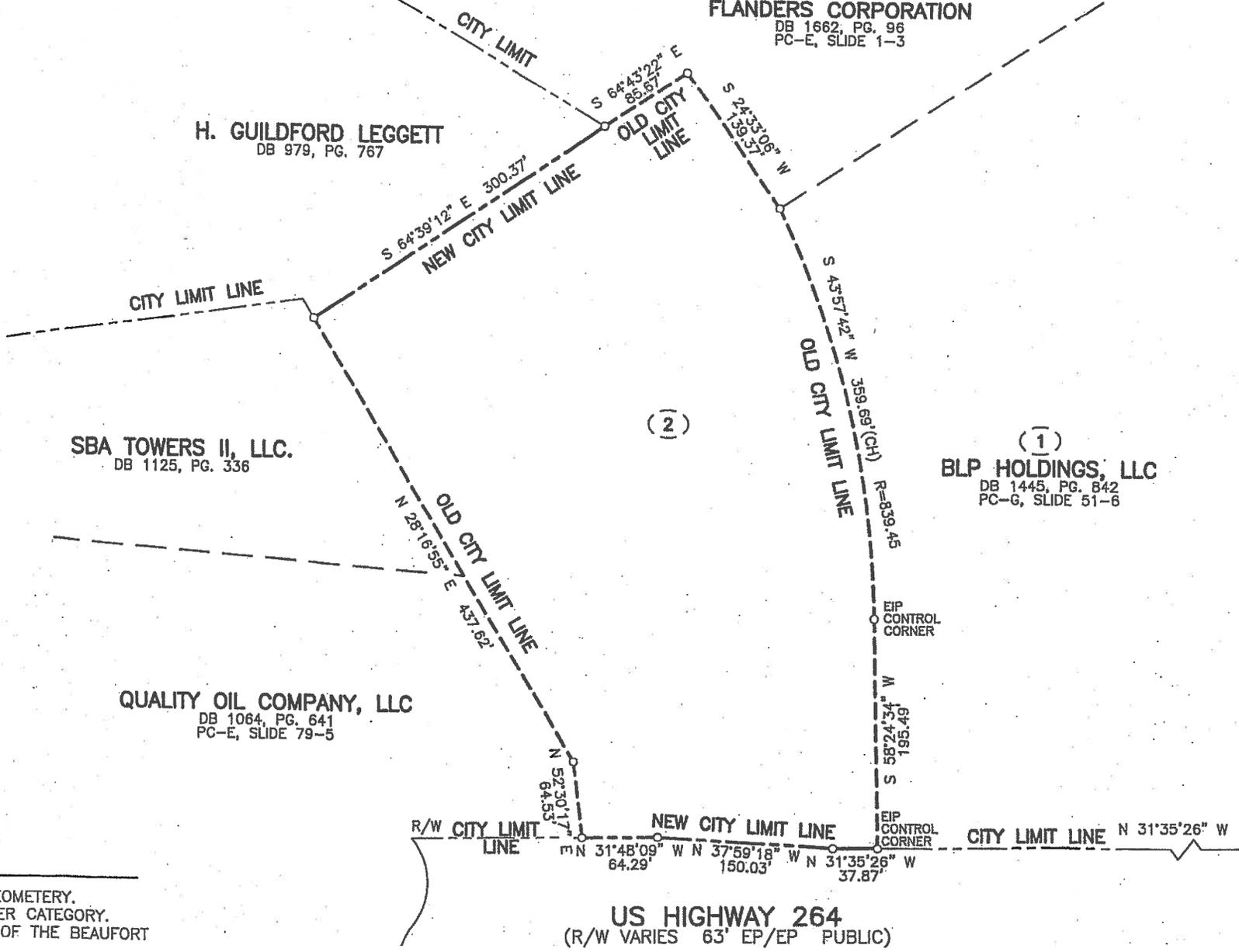
FLANDERS CORPORATION
DB 1662, PG. 96
PC-E, SLIDE 1-3

H. GUILDFORD LEGGETT
DB 979, PG. 767

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

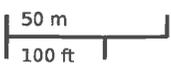
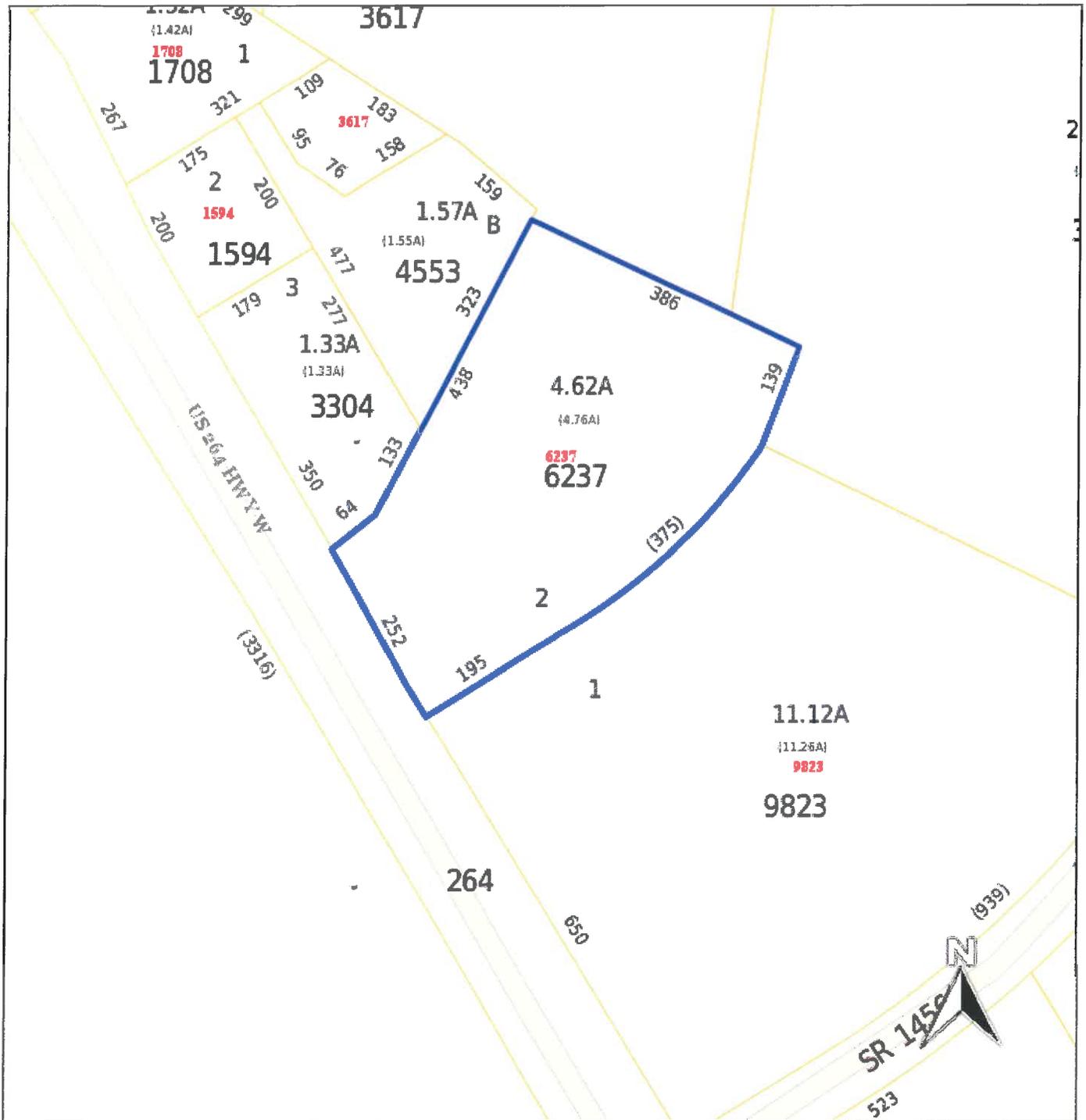
QUALITY OIL COMPANY, LLC
DB 1064, PG. 641
PC-E, SLIDE 79-5

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



COMETERY.
ER CATEGORY.
OF THE BEAUFORT

West Park Motors Annexation



Dec/31/2013
Scale 1:2256

West Park Motors Inc
 US Hwy 264 W
 Estimated General Fund Revenues/Costs (2013-2014)

<i>Annexation Name:</i>	West Park Motors
<i>Number of Parcels:</i>	1
<i>Acreage:</i>	4.62 acres
<i>General Location:</i>	US Hwy 264 W
<i>Population:</i>	0 persons
<i>Public Streets:</i>	US Hwy 264 – State maintained
<i>Current Total Assessed Tax Value:</i>	\$228,000
<i>Current Zoning:</i>	B-2 (General Business)
<i>Notes:</i>	Located in ETJ

Estimated General Fund Revenues			1st Year	2nd Year
Real Property Tax	1 st Year \$228,000	2 nd Year \$804,500	\$1,254	\$4,425
Personal Property			\$206	\$206
Sales Tax			\$0	\$0
Vehicle Tax			\$0	\$0
Utilities Franchise Tax			\$0	\$0
Powell Bill Funds			\$0	\$0
Storm Water Assessment			\$648	\$648
Sanitation Fee			\$0	\$0
Cable TV			\$0	\$0
Beer and Wine Tax			\$300	\$300
Total Estimated Revenues			\$2,408	\$5,579

Estimated General Fund Costs		1st Year	2nd Year
Administrative Services		\$500	\$0
Added Fire Protection		\$50	\$50
Added Police protection		\$100	\$100
Street Maintenance		\$0	\$0
Street Lighting		\$0	\$0
Solid Waste		\$0	\$0
Public Works		\$800	\$500
Recreation		\$0	\$0
Start Up Costs		\$500	\$0
Total Estimated Costs		\$1,950	\$650
Estimated Costs of Property Owner			
Water/Sewer Tap Fees*		\$1800	\$0
Water/Sewer Impact Fees*		\$920	\$0
Environmental Fee*		\$1000	\$0
Fire Hydrant		\$0	\$0
*To be paid by property owner		\$3,720	\$0
**Only in City Limits			

West Park Motors Inc
 US Hwy 264 W
 Estimated General Fund Revenues/Costs (2013-2014)

Water/Sewer Rates	3/4" Meter	3/4" Meter
Inside City Limits	Avg. Monthly Use	Avg. Monthly Use
	Water	Sewer
	\$69.47 x 12 = \$834/yr	\$88.30 x 12 = \$1060/yr
Outside City Limits	Avg. Monthly Use	Avg. Monthly Use
	Water	Sewer
	\$99.43 x 12 = \$1193/yr	\$119.28 x 12 = \$1431/yr
	-\$359	-\$371
Total	-\$730	

Cost/Benefit	1st Year	2nd Year
Estimated Revenues	\$6128	\$5579
Estimated Costs	-\$1950	-\$650
Total	+\$4178	+\$4929
Inside/Outside rates	-\$730	-\$730
Total	+\$3448	+\$4,199



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Glen Moore, Planning Administrator
Date: January 2, 2014
Subject: Hold public hearing: Adopt annexation ordinance to extend City of Washington Corporate limits for a non-contiguous annexation
Applicant Presentation: N/A
Staff Presentation: John Rodman/Glen Moore, Planning and Development

RECOMMENDATION:

I move City Council adopt the annexation ordinance to extend the City of Washington corporate limits for the non-contiguous annexation of the Washington Montessori Charter School property located on Old Bath Hwy & US Hwy 264 and containing 6.95 acres.

BACKGROUND AND FINDINGS:

At the December 9, 2013 City Council meeting, Council adopted a resolution calling for a public hearing on the request for an annexation of the subject property located on Old Bath Hwy and US Hwy 264 and containing 6.95 acres.

After the Public Hearing if Council desires to proceed with the annexation the attached ordinance needs to be adopted that will place the property inside the city limits effective January 13, 2014.

PREVIOUS LEGISLATIVE ACTION

Investigated Petition – November 18, 2013
Set Public Hearing – December 9, 2013

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached ordinance, map & Cost/Benefit Analysis

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 1/8/14 Date Concur GM Recommend Denial _____ No
 Recommendation _____ Date
 January 13, 2014

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

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

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question on of this annexation was held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, January 13, 2014, after due notice by the Washington Daily News on January 3rd, 2014;

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

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

Section 1. By the virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Washington as of January 13, 2014:

Being all of that tract of land noted on that survey "Asbury Methodist Church" by Bryant Hardison, PLS. dated July 2012 and being located in Long Acre Township, Beaufort County North Carolina and being more particularly described as follows;

It being tract two (2) containing 6.954 acres as shown on survey dated July 23, 2012 entitled "Boundary Survey for Asbury Methodist Church Harold Alligood Tract Division" prepared by Wood Duck Land Surveying, PC of record in Plat Cabinet H, Slide 93-2, Beaufort County Registry, to which map reference is herein made and incorporated for a more complete and detailed description.

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

Said property contains 6.95 acres more or less.

Section 2. Upon and after January 13, 2014, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Washington and shall be entitled to the same privileges and benefits as other parts of the City of Washington. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Washington shall cause to be recorded in the office of the Register of Deeds of Beaufort County, and in the office of the

Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 13th day of January 2014.

Mac Hodges, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia Bennett, Clerk

City Attorney

Annexation #13-A-02
Washington Montessori School

**NOTICE OF PUBLIC HEARING ON
REQUEST FOR 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 territory, requested by petition filed pursuant to G.S. 160A-31:

Being all of that tract of land noted on the survey " 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;

Annexation Map, Asbury Methodist Church Property located in the Office of Development & Planning.

Together with and subject to covenants, easements, and restrictions of record.
Said property contains 6.95 acres more or less.

Cynthia S. Bennett

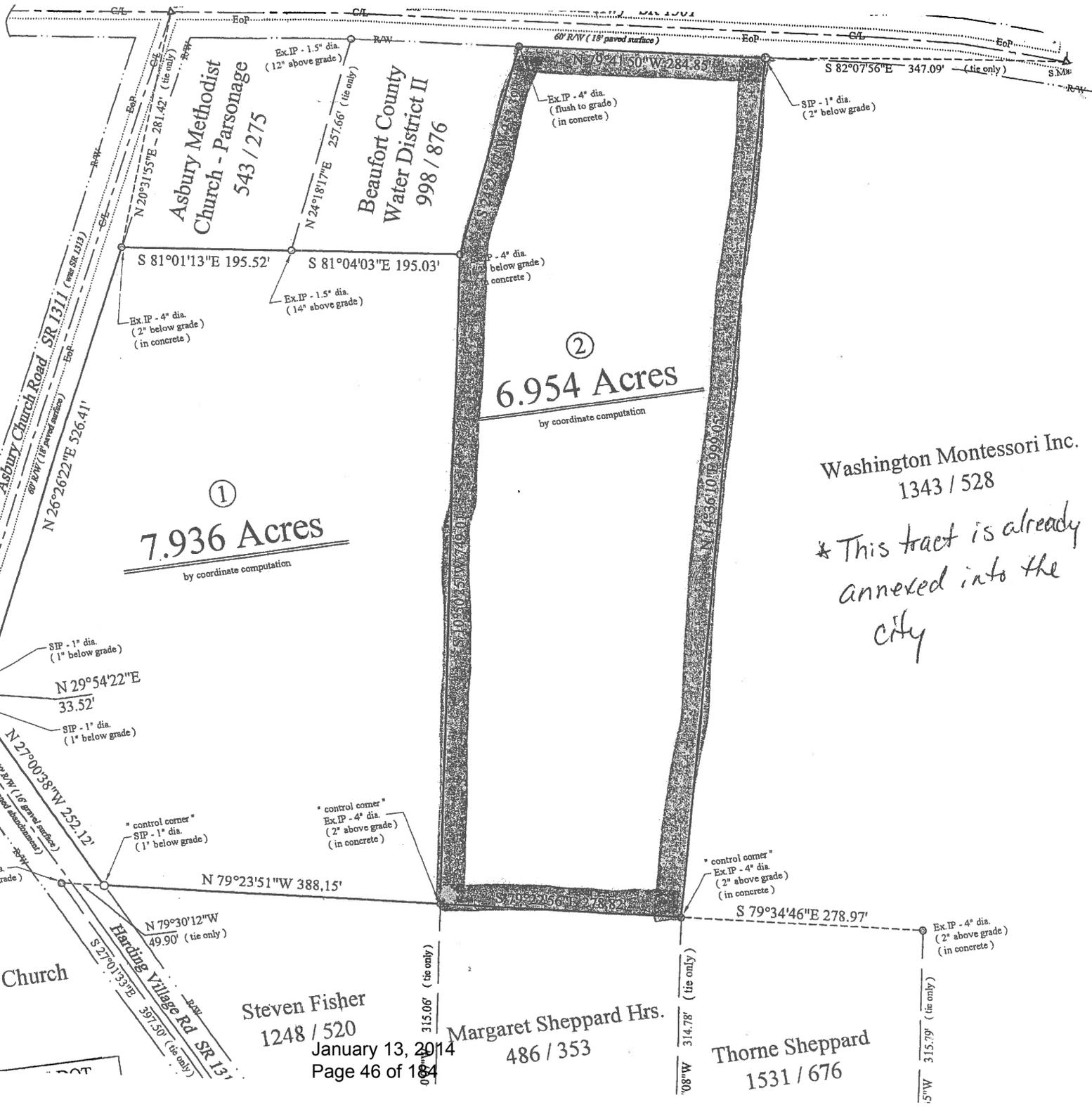
Cynthia S. Bennett, City Clerk

Legal Ad
PUBLISHERS AFFIDAVIT
CITY OF WASHINGTON
PLANNING DEPARTMENT

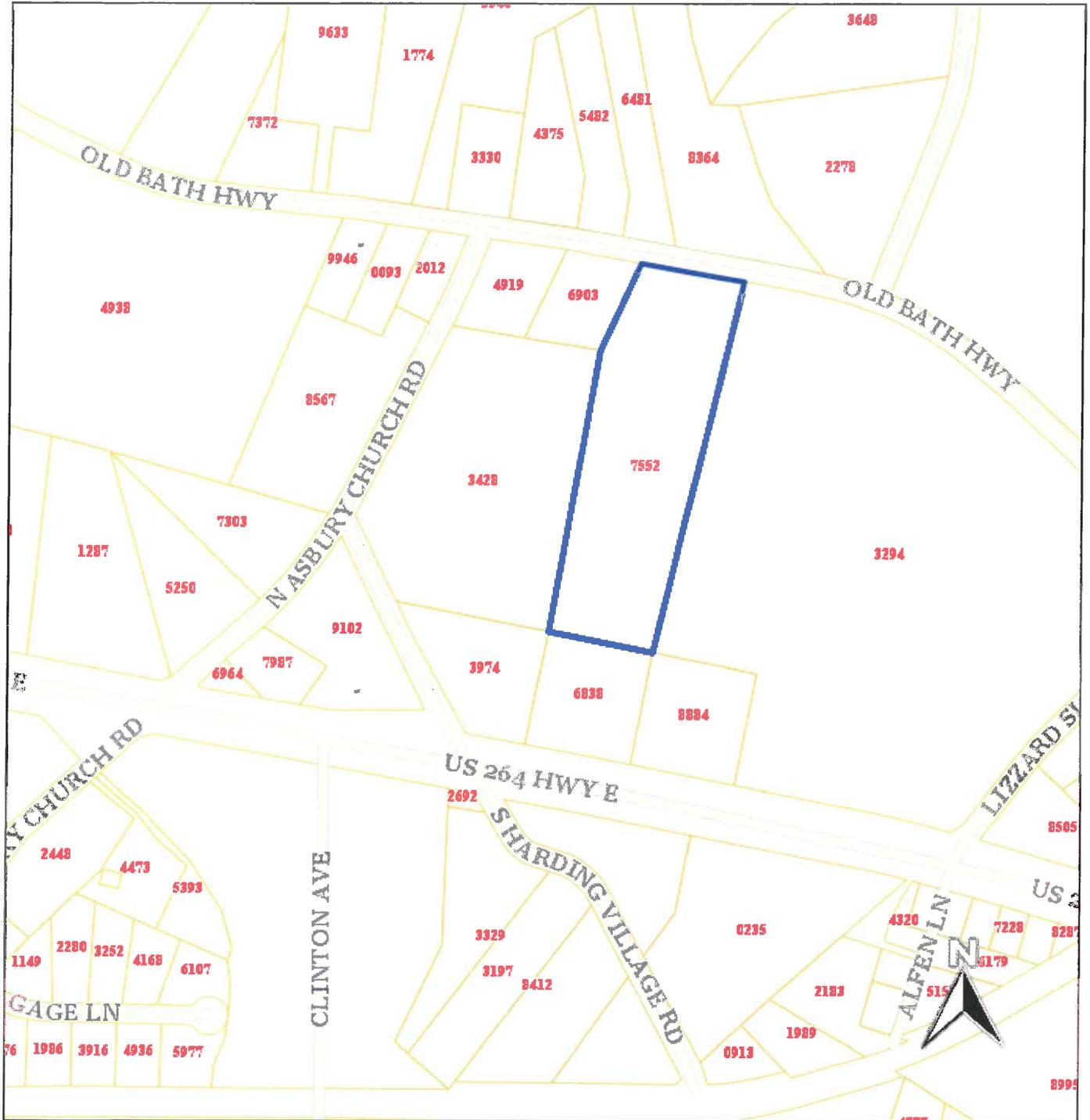
15 Review Officer of Beaufort
 best of my knowledge and belief the
 his certification is affixed meets the
 for recording.
 12
 of Officer

Land Surveyor,
 of land within the
 has an ordinance that
 of a county or
 to an ordinance that
 parcel of land
 category, such as
 a court-ordered survey,
 subdivisions.
 rveyor is such that the
 termination to the best of
 ovisions contained in (a)

[Signature]
 L-2889



Washington Montessorri Charter School Annexation



90 m
300 ft

Dec/31/2013
Scale 1:4513

Attribute	Value
PIN	15027988
GPIN	6605-07-7552
GPINLONG	6605-07-7552
NAME1	WASHINGTON MONTESSORI INC
NAME2	-
ADDR1	2330 OLD BATH HWY
ADDR2	-
CITY	WASHINGTON
STATE	NC
ZIP	27889
ACRES	6.95
ACCT_NBR	859110
MAP_SHEET	660500
NBR_BLDG	
DATE	27.3.2013
DB_PG	1812/0169
LAND_VAL	28003
BLDG_VAL	
DEFR_VAL	
TOT_VAL	28003
NBHD_CDE	A1
NBHD_DESC	ZONE1 AVERAGE
SUB_CDE	-
SUB_DESC	-
STAMPS	60
SALE_PRICE	30000
ZONE	-
LAND_USE	-
DISTRICT	05
PROP_DESC	6.95 AC TR-2 ASBURY MC H.ALLIGOOD DIV
MBL	660500157
EXMPT_PROP	-
EXMPT_AMT	

Washington Montessori Charter School
 Old Bath Hwy
 Estimated General Fund Revenues/Costs (2013-2014)

<i>Annexation Name:</i>	Washington Montessori School
<i>Number of Parcels:</i>	1
<i>Acreage:</i>	6.95 acres
<i>General Location:</i>	US Hwy 264 E & Old Bath Hwy
<i>Population:</i>	0 persons
<i>Public Streets:</i>	Old Bath Hwy – State maintained
<i>Current Total Assessed Tax Value:</i>	\$28,003
<i>Current Zoning:</i>	No Zoning
<i>Notes:</i>	Outside ETJ

Estimated General Fund Revenues			1st Year	2nd Year
Real Property Tax	1 st Year	2 nd Year	*	*
	\$28,003	\$28,003		
Personal Property			\$0	\$0
Sales Tax			\$0	\$0
Vehicle Tax			\$0	\$0
Utilities Franchise Tax			\$0	\$0
Powell Bill Funds			\$0	\$0
Storm Water Assessment			\$648	\$648
Sanitation Fee			\$0	\$0
Cable TV			\$0	\$0
Beer and Wine Tax			\$0	\$0
Total Estimated Revenues			\$648	\$648

Estimated General Fund Costs	1st Year	2nd Year
Administrative Services	\$100	\$0
Added Fire Protection	\$0	\$0
Added Police protection	\$0	\$0
Street Maintenance	\$0	\$0
Street Lighting	\$0	\$0
Solid Waste	\$0	\$0
Public Works	\$500	\$500
Recreation	\$0	\$0
Start Up Costs	\$0	\$0
Total Estimated Costs	\$600	\$500
Estimated Costs of Property Owner		
Water/Sewer Tap Fees*	\$0	\$0
Water/Sewer Impact Fees*	\$0	\$0
Environmental Fee*	\$0	\$0
Fire Hydrant	\$0	\$0
*To be paid by property owner	\$0	\$0
**Only in City Limits		

Washington Montessori Charter School
 Old Bath Hwy
 Estimated General Fund Revenues/Costs (2013-2014)

Water/Sewer Rates	3/4" Meter	3/4" Meter
Inside City Limits	N/A	N/A
Outside City Limits	N/A	N/A
Total	N/A	N/A

Cost/Benefit	1st Year	2nd Year
Estimated Revenues	\$648	\$648
Estimated Costs	-\$600	-\$500
Total	\$48	\$148
Inside/Outside rates	-	-
Total	+\$48	+\$148

*** Washington Montessori is a private non-profit public charter school and is not subject to taxes.**

WIDENING 15TH STREET (SR 1306) BETWEEN US 17 AND PIERCE STREET FROM AN UNDIVIDED FOUR-LANE ROADWAY TO A DIVIDED FOUR-LANE ROADWAY WITH A CENTER MEDIAN

W-5008 (State Transportation Improvement Program Identification Number)

The project consists of widening 15th Street (SR 1306) between US 17 and Pierce Street from an undivided four-lane roadway to a divided four-lane roadway with a center median. Center left turn lanes will be provided at locations as determined during the project planning and should include left turn lanes at signalized intersections at a minimum. Additional left turn lanes may be provided if there is adequate spacing. The existing curb and gutter section is 48 feet wide from face of curb to face of curb. The proposed curb and gutter section is 64 feet wide from face of curb to face of curb and will include a berm section on the back side of the curb and gutter that can accommodate sidewalk in the future.

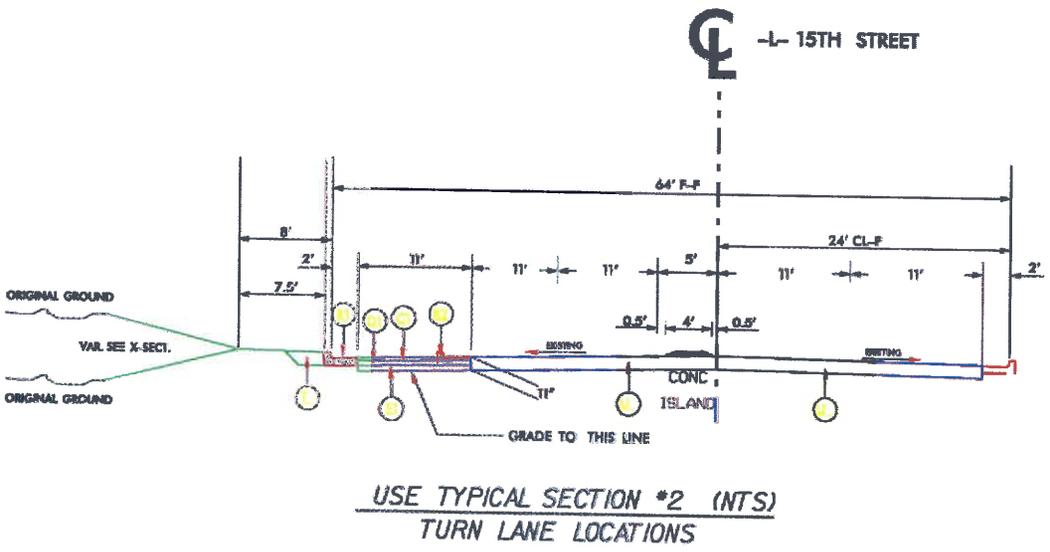
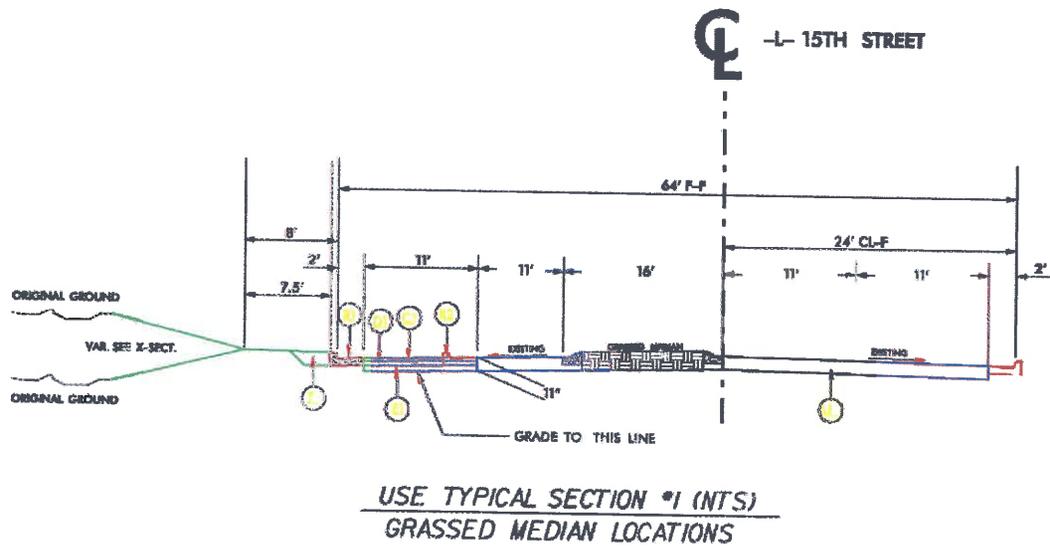
The most recent analysis of crashes between US 17 Business and Pierce Street was from 1/1/2008 to 12/31/2012. It showed a total of 147 crashes that would be positively affected by construction of the proposed median. Of the 147 crashes, 62 include minor to moderate injuries and the remaining 85 include property damage only. If the City chooses to proceed with the project the crash data will be updated.

The estimated cost of the project is approximately \$3.2 million.

Also included is a study conducted by the Institute for Transportation Research and Education (ITRE) regarding the economic effects of access management techniques. ITRE is a part of North Carolina State University.

Haywood Daughtry, Eastern Regional Field Operations Engineer for NCDOT
Dwayne Allgood, Division 2 Operations Engineer

REVISIONS



CONSISTENT WITH THE DESIGN AND CONSTRUCTION OF THE PROJECT

Economic Effects of Access Management Techniques in North Carolina

by

Christopher M. Cunningham, P.E., Senior Research Associate
Mike Miller, Program Manager, Operations Research and Education Laboratory
Daniel Findley, P.E., Senior Research Associate
Bastian Schroeder, Ph.D., Senior Research Associate
Donald Katz, Research Assistant
Robert. S. Foyle, P.E., Associate Director of ITRE
Institute for Transportation Research and Education
North Carolina State University

and

Sarah Smith, Engineering Research Assistant
Daniel Carter, P.E., Senior Engineering Research Associate
UNC Highway Safety Research Center
The University of North Carolina at Chapel Hill

for the

North Carolina Department of Transportation

Final Report
Project: 2009-12

December 2010

TECHNICAL REPORT DOCUMENTATION PAGE

Report No. FHWA/NC/2009-12	Government Accession No.	Recipient's Catalog No.	
4. Title and Subtitle Economic Effects of Access Management Techniques		Report Date December 21, 2010	
		Performing Organization Code	
Author(s) Christopher M. Cunningham, Mike Miller, Daniel J. Findley, Sarah Smith, Daniel Carter, Dr. Bastian Schroeder, Donald Katz, and Robert S. Foyle		Performing Organization Report No.	
Performing Organization Name and Address North Carolina State University The Institute for Transportation Research and Education Raleigh, NC 27695		Work Unit No. (TR AIS)	
		Contract or Grant No.	
Sponsoring Agency Name and Address North Carolina Department of Transportation Research and Analysis Unit 104 Fayetteville Street, Room 268 Raleigh, NC 27601		Type of Report and Period Covered Draft Final Report August 2008 to August 2010	
		Sponsoring Agency Code HWY-2009-12	
Supplementary Notes:			
<p>Abstract</p> <p>The NCDOT has made significant strides to reduce collisions and increase capacity along strategic highway corridors across the state. Efforts have led to the implementation of many different access management techniques along corridors, such as installing medians versus two-way left turn lanes, using leftovers, closing median openings, and installing superstreets. The Department has continued to receive comments from businesses along these corridors indicating their concern that these new designs will have a negative economic impact because of the lack of direct access to their properties. This study employs a perception based survey technique with the use of comparison sites to create a pseudo before-after study. Owners of businesses along treatment corridors viewed access management techniques in a more positive light than the perceptions of those on comparison sites. Their similar performance in terms of business revenues indicates that there is no direct evidence of negative economic impacts due to access management installations.</p>			
Key Words Access, Access Management, Median, Surveys, Economy		Distribution Statement	
Security Classif. (of this report) Unclassified	Security Classif. (of this page) Unclassified	No. of Pages 42	Price

Form DOT F 1700.7 (8-72)

Reproduction of completed page authorized

Disclaimer

The contents of this report reflect the views of the authors and not necessarily the views of the North Carolina State University or the University of North Carolina at Chapel Hill. The authors are responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the North Carolina Department of Transportation or the Federal Highway Administration at the time of publication. This report does not constitute a standard, specification, or regulation.

Acknowledgements

The research team acknowledges the North Carolina Department of Transportation for supporting and funding this project. The team extends our thanks to the project Steering and Implementation Committee members:

Terry Arellano, P.E. (Chair)
Jay Bennett, P.E.
Karen Capps, P.E.
Steve Gurganus
Ed Lewis
Regina Page, P.E.
David Wasserman, P.E.
Tony Wyatt, P.E.
Joseph Geigle, FHWA
Brad Hibbs, FHWA
Neal Galehouse, P.E.
Mrinmay "Moy" Biswas, Ph.D., P.E.

The research team is indebted to the tremendous support provided by these committee members in helping guide the scope of the project. The team would also like to thank Mr. Doug Cox in the NCDOT Quality Enhancement Unit who helped us produce a set of surveys which were used to collect perception data from businesses. Last, the team would like to thank Ms. Terry Arellano for her leadership, guidance and support and Mr. Neal Galehouse for his support and cooperation in setting up project meetings with the steering committee.

Executive Summary

Access management has evolved over decades and has become a hot topic in recent years as transportation engineers are seeking to provide more sustainable transportation networks. If used correctly, access management techniques can provide significant safety and operational benefits over more traditional roadway designs such as two-way left turn lanes. However, businesses contend that median divided facilities limit the ability of their consumers to reach their establishments. Although research in other states does not suggest this is true, these business owners have been vocal opponents of these techniques in many public meetings throughout the state of North Carolina. In particular, North Carolina businesses are not trusting the results obtained from studies done in other states. Therefore, NCDOT initiated a non-biased research study to determine the effects of access management on surrounding businesses that are specific to this state. These findings, along with previous North Carolina research in the areas of operations and safety along these corridors, should provide important information related to the various trade-offs associated with installing median divided facilities.

The Institute for Transportation Research and Education was tasked with conducting this research effort. A perception based survey was employed by the research team talking to business owners and managers at various treatment installations across the state. Comparison sites were used to account for factors not attributed to the median, such as the recent economic downturn. Sixteen total sites were surveyed: eight treatment sites and eight matched comparison sites. A total of 789 businesses were surveyed.

When analyzing the available survey data, and accounting for external factors such as the economy, the research team determined the following results to be statistically significant at the 95% confidence interval.

Economic Effects

- There was no statistically significant difference in self-reported revenue changes between comparison and treatment sites, even when looking at individual treatment/comparison pairs.
- Based on the data, the perceived effect on the number of customers per day was much worse at comparison sites than treatment sites, indicating that the median did not affect customers as severely as owners originally thought.
- The single-location local business was the only business type that had a statistically significant difference in perceived revenue decreases due to the economy **and** the median, noting that although the economy was the primary reason for decreased revenues, the median was the perceived cause in revenue decreases in many cases also.
- An analysis of the rate of new or vacant businesses (i.e. turnover) showed that treatment corridors typically had more new or vacant locations than their comparison sites. Thus, while the economic comparison of businesses on treatment and comparison sites showed very little differences, there may be evidence that some treatment-site businesses may have left the location prior to the survey date. Conversely, a high occurrence of new businesses points to at least some positive economic activities at the treatment sites.

Surrogate Effects

- Overall, business owners and managers believed that roadway modifications did not improve safety; however, treatment sites were much more likely to indicate positive safety benefits. This is also true when looking at individual site pairs. This finding likely indicates a perception change after the median is actually installed and driver behavior changes.
- Only 15% of business owners and managers at treatment corridors actually ranked accessibility as the number one consideration of customers at their businesses. In fact, 62% of treatment respondents at these sites ranked accessibility as 4th, 5th, or 6th.
- Treatment sites responses said operations had improved or stayed the same 71% of the time, while comparison sites only thought operations would improve or stay the same 57% of the time, indicating that the before business survey population were less likely to agree with that operations would improve than those businesses that had seen the operational improvements following construction.
- Business responses said safety had improved or stayed the same following construction with a response rate of 64%.
- Accessibility to the store was perceived to be much worse between comparison and treatment respondents; however, the perception at treatment sites was much better than

comparison sites indicating again that the median did not affect customers as severely as originally thought.

In summary, it appears that the survey data indicates a significant and positive change in respondent's perceptions between comparison and treatment sites. In spite of the overall negative reactions to a proposed median installation, survey data from the businesses represented here appear to support a more favorable perception once the median is finally installed.

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Introduction

Better highway safety and improved operations are key motivating factors in the majority of improvements made in vehicles and the roads they operate on. Many improvements have been made in the last twenty years on both fronts (*Demosthenes, 1999*). Vehicles are much safer with improvements in braking, front and side impact airbags, and improved structural support and energy absorption. Other vehicular improvements in safety operation have been made by automating vehicles through initiatives such as the Intelligent Vehicle Initiative and IntelliDrive (*FHWA 1998a-f, Lee et. al 2007, USDOT 2010*).

In the context of roadway design, access management has evolved over decades and is constantly progressing to encourage sustainable transportation networks (*Williams and Levinson, 2008*). An array of options exist now that aim to improve the highways we drive on, the majority of which involve access management techniques, defined as “the systematic control of the location, spacing, design and operation of driveways, median openings, interchanges, and street connections” (*TRB 2003*).

Generally speaking, access management techniques provide significant safety and operational benefits compared to traditional fully directional access designs such as two-way left turn lanes (TWLTL's). However, business owners—in particular those affected by a highway improvement project as opposed to new designs—generally argue that median divided facilities will provide limited access to their storefronts. Therefore, access management projects are oftentimes perceived by business owners as impacting their profits and competitiveness.

Business owner complaints and apparent lack of support for access management projects was the primary motivation for this research effort. The objective was to quantify the economic effects of access management techniques on businesses adjacent to multilane highways in an unbiased manner. This North Carolina (NC) specific research effort supplements research

already completed in NC on the operational and safety impacts of access management, all of which should provide great resources to DOTs and municipalities when engaging the public.

Background/Literature

The literature on access management is primarily focused in three areas: economic, safety, and operational effects. The large majority of research has focused on the latter two, and only in the last ten years has work been done on the economic effects. Because this research effort focuses on the economic effects of access management, economic studies will be discussed first, followed by safety studies and then operational studies.

Economic Studies

Economic studies use three primary techniques to examine the economic effects of access management: 1) perception based surveys at retrofit median installation sites, 2) before-after survey based studies, and 3) empirical studies using quantitative data. Previous research utilizing one or more of these techniques is described in this section of the report.

The Florida Department of Transportation constructed medians on five corridors and evaluated median impacts using a perception based survey of drivers and businesses (*Ivey, Harris & Walls, Inc., 1995*). According to businesses, 57% thought the median changes had affected their volume of business positively or had no effect, while 43% of businesses felt that the median changes had a negative impact on their volume of business.

A study in Iowa examined nine in-state sites for access management impacts on local businesses using a before and after perception-based survey method (*CTRE, 1999*). The overwhelming majority of surveyed businesses (94%) reported that sales stayed the same or increased after the project was completed. Of the ten businesses reporting sales loss, five involved raised medians and four involved TWLTL's. In addition, the businesses along access-

managed corridor projects had a lower rate of failure than other businesses in Iowa, likely due to increased development and revitalization on those corridors.

NCHRP Project 25-4 examined the economic effects of restricting left turns on highways located throughout the US using empirical based sales and revenue data from 9,200 businesses (*TRB, 1998*). A large comparison group was used to account for increasing or decreasing trends in the case study areas. When left turn access into a gas station, non-durable goods retailer, or service business is restricted, these businesses were the most likely to be negatively affected with decreases in sales and an increase in failure rate. On the contrary, grocery stores and restaurants were most likely to be positively affected with increases in sales and a decrease in failure rate.

Eisele and Frawley studied ten access managed corridors in six cities in Texas using perception based surveys conducted before and after construction of the facilities along each of the ten corridors (*Eisele & Frawley, 2000*). Overall, businesses reported that regular customer visits were positively affected or had no effect 86% of the time. Surveyed customers reported that the updated roadway median design projects had no effect or a positive effect on their choice of sit-down restaurants (83%), gas stations (50%), and fast food restaurants (69%).

Vu, et al., studied six access managed corridors in King County, Washington by surveying businesses (*Vu, et al., 2002*). The majority of businesses reported that access management had a negative impact on their revenue and patronage. Perception models were utilized in this study to examine the relationship between the perception of accessibility and customer impacts due to access. The models confirmed the correlation of a business's perception of accessibility and customer impacts due to access.

Other studies have found similar results to those above. An overall look at the economic effects of access management shows a variety of experiences. Some businesses along facilities show

negative effects through survey feedback and analysis of sales and property data, while many other areas show either no effect or a positive effect when given surveys. Overall however, the synopsis of existing research indicates that access management strategies have either no effect, a reasonably desirable outcome considering other safety and operational benefits, or a positive effect. The following sections will elaborate on safety and operational effects of access management.

Safety Studies

Safety is often one of the key factors in access management strategies, including median installation. A previous study in NC examined corridor-level safety impacts by comparing 4-lane median divided roads to 5-lane roads with a TWLTL as the center lane (Phillips et al., 2005). The cross-sectional modeling comparison used 143 road segments from across the state and found that median divided segments were generally safer than TWLTL segments.

Potts, et al. (2004), studied the safety impact of U-turns at median openings along urban and suburban arterials. The authors examined 806 unsignalized median openings on 62 corridors in seven states. The results showed that U-turn and left turn crashes were infrequent (0.41 crashes per median opening per year for urban arterials; 0.20 for rural arterials), thus drawing the conclusion that U-turns at unsignalized median openings were not a serious safety problem.

Liu, et al. (2008), examined the safety of right turn plus U-turn maneuvers. They studied 140 roadway segments on urban and suburban arterials where directional median openings forced left-turning drivers to make a right turn and then a U-turn at a downstream median opening or signalized intersection. They concluded that U-turn crashes accounted for only a small percentage of crashes at these sites. For crashes that did occur, they determined that the major street Average Daily Traffic (ADT), the U-turn bay's location, and the separation distances

between driveway exits and downstream U-turn locations were major factors in the crash frequency.

NCHRP Report 420 summarized the results of 11 studies that examined the safety impacts of replacing TWLTLs with nontraversable medians (Gluck, Levinson, & Stover, 1999). The studies showed a clear trend of crash reductions after the median was installed. Report 420 found that sideswipe, rear-end, right-angle, left-turn, head-on, and pedestrian crashes were consistently reduced.

Operational Studies

Access management strategies are often implemented to improve operations of the roadway, especially for travel time and delay reduction for the mainline highway. Several studies have examined the operational impact of access management strategies on adjacent locations, such as delay at intersections due to increased U-turns and travel time issues for minor street traffic.

Carter, et al. (2005), examined the effects of increased U-turns at signalized intersections along the median-divided roads in North Carolina. The 16 intersections were selected on the basis of high U-turn percentages. They found that increased amounts of U-turns added a small operational delay for the left turn lane (approximately 2% decrease in saturation flow for every 10% increase in U-turns) but posed no significant safety issue, based on crash history at the intersections.

Liu, et al. (2008), investigated the effects of U-turns on the capacity of unsignalized intersections on four lane divided roads. They found that the capacity of the left turn lane decreases with an increase in U-turn percentage, on the order of 3% capacity decrease for every 10% increase in U-turns for moderately low traffic conditions, slightly larger than their result for left turn capacity at signalized intersections.

Zhou, et al. (2002), studied the operational effects of U-turns as alternatives to direct left turns from driveways. The authors collected data on delay and travel time at eight arterial sites in the Tampa Bay area. Their results detailed the situations where one maneuver or the other (direct left turn vs. right turn plus U-turn) would provide the more efficient traffic flow.

Literature Summary

The body of literature points to overall positive effects from access management. Safety on the road corridor is improved due to decreased conflict points and greater separation of opposing flows. Roadway operations are improved, typically with the greatest benefit going to the main road traffic. However, even minor road traffic has been shown to have improvements in travel time and a minor positive effect on delay at intersections. Economic experiences of businesses on access-managed corridors have been shown to be generally positive or having little to no effect. Concerning methodology, most research on economic effects used some kind of survey method to gather data from businesses, with limited studies using empirical data.

Study Methodology

Based on the literature, three primary study methods exist: empirical, survey based before-after, and perception based surveys at managed facilities. Empirical based studies represent the most quantitative, unbiased studies; however, they are hard to conduct because of the limited availability of accurate, dependable data. The two most prevalent studies were before-after and perception based surveys at median facilities. Before-after survey based studies are the preferred survey method because they provide a method of determining perception changes; however, they are less common because they require data collection prior to the treatment installation. Timing and duration of access management studies typically make a before-after assessment infeasible. Perception based surveys following treatment installation therefore represent the overwhelming majority of access management studies conducted to date.

To provide the most reliable results, the research team initially proposed an empirical study using revenue based data of tenants along access management corridors, as found in the Economic Development Intelligence System at the Department of Commerce. A pilot test was conducted to determine if the data were usable or if other study methods needed to be explored. Similar to conclusions from many prior studies, the revenue data were obtained but found to be unreliable. Of the 31 businesses evaluated along the pilot corridor, 28 used estimates of revenue based on models, while only 3 were based on actual sales data. Because revenue data with modeled estimates provided insufficient accuracy, a perception based survey approach was devised. The selected test (treatment) sites were all existing access managed facilities, so the perception based treatment survey was used over a before-after survey method. In an effort to improve the study design, the team supplemented the data collection effort to include comparison sites, which allows for a pseudo before-after evaluation if the comparison sites are representative of broader economic trends along the access management study sites.

Comparison sites serve two primary purposes for our analysis. First, trends at comparison sites will help account for background economic trends, which are likely to have taken place during a general economic downturn in much of NC and the US in the years preceding this study.

Second, business owners on comparison sites were asked questions using a “what-if” scenario, which will represent the pseudo before period for treatment sites. In this way, the team looked at perception changes from the pseudo before period (represented at comparison sites) to the actual perceptions following median installation at treatment sites to determine if perceptions improved following installation. The perceptions from both the treatment and comparison sites, therefore, look to gauge what the opinions of respondents are in a before-after type scenario. The analysis methods used in this report, for the most part, hinge on the assumption that the comparison sites accurately reflect what answers to the survey questions would likely have

been prior to median installation. The team believes the assumption is valid based on a comparison of site characteristics, traffic operations, and business types between treatment and comparison sites. The use of comparison sites results in a stronger study design than a mere after study at multiple treatment sites, which would not account for any of the perceived change in opinion of the median. So, while a true before-after survey would have been preferable, the comparison site approach was the best approach available to the research team.

Survey Development

The objective of the survey was to determine the type and magnitude of effect that the access management treatment had on the businesses located along that roadway. This was accomplished by administering the survey to owners or managers of those businesses. Two slightly different versions of the survey were developed and used. One version was used at treatment locations—businesses along a roadway that received an access management installation. The other version was used at comparison locations—businesses along similar roadways that did not receive an access management installation, but that are comparable in site, traffic, and economic attributes to one of the treatment sites. The reason for having two versions was that some questions on the treatment survey would not logically apply to the comparison location (e.g., “what changed after the median was installed?”) and therefore needed to be modified or reworded to be appropriate for comparison site businesses.

Using surveys conducted in other prior research efforts as a starting point, the team developed the treatment and comparison surveys. The surveys included questions on economic effects as well as surrogate effects, such as operations and safety, which were important to tie business perceptions to quantitative studies done in past efforts. The survey layout was a two-page design (front and back). The first page of the survey was directed toward more general business-related questions with no mention of the median installation to eliminate any potential

bias in the first page answers. The second page of the survey asked questions specifically about the perceived effects of the median on various measures. It is important to emphasize that the interviewees were asked about economic indicators (revenues, daily customers, trends) *before* being asked about their opinions on the median installation on the second page. Table 1 lists the questions used on the treatment and comparison surveys and describes the purpose for asking each question. See Appendices A and B for examples of the comparison and treatment surveys, respectively.

Table 1. Survey Questions

Treatment Survey Question	Comparison Survey Question	Purpose
1. When did this business begin operations at this location?	Same question as treatment survey.	To determine whether the business was open at time of construction. To evaluate turnover rate based on the treatment installation date.
2. How would you classify this business? (Local, Regional, National, etc)	Same question as treatment survey.	To categorize the business type.
3. Please rank the following considerations that customers use when selecting a business of your type. (Accessibility to Store, Customer Service, Distance to travel, Hours of operation, Product price, Product quality)	Same question as treatment survey.	To determine the factors that the business considers to be most important. To determine how accessibility ranks compared to other considerations.
4. What percentage of your customers did not intend to stop at your particular business at the beginning of their trip?	Same question as treatment survey.	To determine how much of the business' customer base relies on pass-by traffic (as opposed to being a destination business).
5. What is your approximate number of sales transactions/patrons per day?	Same question as treatment survey.	To categorize the business size.

Treatment Survey Question	Comparison Survey Question	Purpose
<p>6. Has your expected monthly revenue pattern changed since [date of access management installation]?</p>	<p>6. Has your expected monthly revenue pattern changed since [date of access management installation at matched treatment site]?</p>	<p>(Treatment survey) To ascertain whether the access management installation affected the business revenues.</p> <p>(Comparison survey) To ascertain whether business revenues changed since the date of installation at the treatment site, to account for other factors that may have affected business, such as general economic conditions, changes in overall traffic volumes, or other effects unrelated to the access management installation.</p>
<p>7. Are you familiar with the fact that the median design of the main roadway alongside your business changed in [date of installation]?</p>	<p>No comparable question asked on comparison survey.</p>	<p>To determine whether the survey should continue with specific questions about the effects of the access management treatment.</p>
<p>8. Were you in favor of the roadway modifications before construction? (Yes, No, list reasons)</p>	<p>7. Would you be in favor of roadway modifications to restrict left turns if the result were increased safety and/or operations?</p>	<p>(Treatment survey) To determine the business' opinion before installation.</p> <p>(Comparison survey) To determine public opinion about potential access management treatments.</p>
<p>9. Did your business experience a change in the number of regular customers during construction on the project? (Decrease, No Change, Increase)</p> <p>Following the completion of the project, has your business experienced a change in the number of regular customers? (Decrease, No Change, Increase)</p>	<p>No comparable question asked on comparison survey.</p>	<p>To determine the effect on the business customer traffic during and after the construction period.</p>

Treatment Survey Question	Comparison Survey Question	Purpose
<p>10. Do you feel that the installation of the median <u>has made</u> the following parameters worse, better, or about the same as before the median project was constructed? (Traffic congestion, Traffic safety, Number of customers per day, Gross sales, Property value, Customer satisfaction with access to the store, Delivery convenience)</p>	<p>8. Do you feel that the installation of the raised median <u>would</u> make the following parameters worse, better, or about the same? (same list as treatment survey)</p>	<p>(Treatment survey) To determine the effect of the access management treatment on various aspects of business health and traffic operations and safety.</p> <p>(Comparison survey) To determine public opinion about how access management installations <u>would</u> affect these various aspects. This acts as the “pseudo-before” survey.</p>
<p>11. What was your involvement in the public hearing and public meeting process for this median project? (Attended several meetings, Attended one meeting, No involvement, Not aware of any public meetings)</p>	<p>No comparable question asked on comparison survey.</p>	<p>To determine how many business owners/managers got involved with the public meeting process.</p> <p>To determine if involvement in public meetings correlates to a positive or negative opinion of the project.</p>

To obtain the highest possible sample size and prevent respondent confusion when completing the survey, the decision was made to conduct door-to-door surveys in lieu of a mail-out method. Team members visited businesses along each site and spoke with owners or managers at each business. Most surveys were completed by the team member verbally interviewing the owner or manager. In cases where an owner or manager was not present, the team member would leave a stamped, addressed envelope and a blank survey form and ask for it to be given to the owner or manager for them to complete and mail back.

In addition to the survey, team members collected many types of descriptive data at the site, including where the business was located in relation to median breaks, vacant business locations, and the location and type of nearby traffic control devices.

Site Selection

The selection of appropriate sites was critical for a successful study. For a site to be considered, it had to meet the following criteria:

Appropriate access management treatment installed. For consistency with previous NCDOT research on this topic, the preferred type of treatment was the installation of a raised median.

Appropriate construction period. Sites where access management treatments were installed too recently would have a short “after” period on which to base analysis. Sites where treatments were installed too many years in the past would create issues with accurate survey responses (i.e., difficult for respondents to remember that far back) and survey potential (i.e., businesses operating in the current time period may not have been in operation at the time of the treatment). The preferred time window of construction was 2003 to 2008.

At least 0.25 miles in length. Longer sections give a larger sample size of businesses and more efficient use of team member time and travel.

Moderately high business density. Higher density of businesses along the site gives a larger sample size. In this context is also important that business density was comparable before and after median installation to be able to evaluate economic impacts. The research team did not consider sites where the median was installed as a part of major redevelopment along the corridor.

Moderately high traffic volume. The team wanted to avoid including sites with low traffic volume from concerns that the effect of the access management treatment would be potentially difficult to determine and the site may be relatively recently developed. Sites with established business development were preferred.

Team members began the process by assembling a list of all potentially eligible sites and then selecting final sites according to the selection criteria. Potentially eligible sites were identified by obtaining input from project panel members, district and division engineers across the state, and personal knowledge among team members. This process yielded a list of 62 potentially eligible sites across NC where access management projects had been installed within the past 15 years. The list of sites is provided in Appendix C. The projects included median installations, median break closings or modifications, and intersection restrictions. From this list, the researchers selected six treatment sites (shown as the top six in the list) for the study based on the above listed criteria. Two other sites were added later with a sister research project.

One comparison site was selected for each treatment site in order to provide a control for possible biases such as general economic conditions, specific local economic issues, and driver demographics. In general, the most appropriate comparison site would be a length of road that matched the treatment site as closely as possible, except for not receiving the access management treatment. Multiple comparison sites were identified for each treatment location, and a ranking was applied to select the best possible corridor for comparison. This selection was based on such factors as proximity, business density, driver population and demographics, and traffic volumes. In some cases, the researchers were simply able to use another section of

the same road that was adjacent to the treatment section but that did not receive the access management treatment. In other cases, the comparison site was selected by using a nearby road section that matched the characteristics of the treatment site. It should be noted here that the South Boulevard comparison site was used twice (shown with * in Table 2) because it was the best matching site for the two treatment sites also located along South Boulevard. General matching characteristics when choosing comparison sites included business density, general distribution of business types, traffic volume, road function within the city, and road character. Table 2 shows the treatment and comparison sites, displayed with their matched pairs.

Six of the treatment sites were median installations and two were conversions of signalized intersections to signalized superstreets. Although median installation was the preferred treatment for this study, the two superstreet sites were included because they were being used in a sister research project and collection of data was convenient and efficient.

All sites studied were located on major arterials leading into and out of the respective city. Businesses along the sites were predominantly retail and services (e.g. food, beauty, and auto) along with a minority of financial, technical, and health business types as well. See Appendix D for a listing of characteristics for each site. A total of 535 surveys were successfully completed, comprising 240 surveys from treatment sites and 295 from comparison sites.

Table 2. Descriptive data on treatment and comparison sites chosen for study.

Street Name	Beginning Intx	Ending Intx	City	Segment Length (mi)	AADT	Lanes	Divided	Undivided	TWLT	Speed Limit	Access Point Density	Surveys Completed	Type of Project
Falls of Neuse Rd.	Spring Forest Rd.	Wake Forest Rd.	Raleigh	0.5	35000	4,5,6		X	X	45	32	16	
Western Blvd	Method Rd.	Gorman St.	Raleigh	0.38	35000	6	X			45	87	35	Median Install
Tryon Rd.	Sugar Creek Rd.	Lambeth Dr.	Charlotte	0.73	15000	5,6		X	X	45	95	58	
Albemarle Rd.	Independence Blvd.	Sharon Amity Rd.	Charlotte	0.55	37000	5	X			45	98	67	Median Install
Market St.	Barclay Hills Dr.	New Centre Dr.	Wilmington	0.98	39000	5			X	45	73	28	
Market St.	New Centre Dr.	MLK Jr. Pkwy	Wilmington	0.89	39000	4,5	X			45	43	24	Median Install
South Blvd.	Scaleybark Rd.	Seneca Pl.	Charlotte	1.38	30000	4		X		35, 40	75	27	
South Blvd.	Hartford Ave.	Scaleybark Rd.	Charlotte	0.44	31900	4	X			45	61	67	Median Install
South Blvd.	Scaleybark Rd.	Seneca Pl.	Charlotte	1.38	30000	4		X		35, 40	75	32	
South Blvd.	Tyvola Rd.	Archdale Dr.	Charlotte	0.82	30000	4	X			45	72	39	Median Install
Jake Alexander Blvd.	Statesville Blvd.	Maupin Ave.	Salisbury	2.2	30000	5			X	45	25	9	
Statesville Blvd.	Holly Ave.	Goodson Rd.	Salisbury	2.5	14000	4	X			45	49	7	Median Install
Sage Road	15-501	15-501	Chapel Hill	0.3	40000	4		X		45	13	51	
15-501	Europa Dr.	Europa Dr.	Chapel Hill	0.3	40000	4	X			45	23	39	Superstreet Conv.
S. College Rd.	Bragg Dr.	Satara Dr.	Wilmington	0.3	39000	6		X		45	17	19	
Carolina Beach Rd.	Julia Dr.	Piner Rd.	Wilmington	0.3	38000	6	X			45	37	17	Superstreet Conv.

Analysis and Results

Analysis Approach

Ultimately, the survey seeks to capture the perceptions and attitudes of business owners and managers regarding the general economic effects that median installation may have had on their business. The survey coincided with a recent economic recessionary period across the state and much of the country, and it was understood that it may not be possible for survey respondents to completely untangle the effects of the median installation and recession in their minds. The comparison sites worked well in accounting for the potential effects of the economy on respondent answers.

It should be noted that treatment site 4 (Albemarle Road in Charlotte, NC), along with its comparison site 3 were deleted from the analysis. Observations from the staff conducting surveys in the field quickly noted that based on respondent feedback this particular site was likely an outlier. This is explained further in Tables 3 and 4. Albemarle Road is an east-west arterial that has fully-controlled access into the site. The issue with this site is that the only signalized intersection, the end of the study corridor on the east end, is also the only U-turn location for businesses at this site, while the western section requires drivers to go almost two miles back to the nearest interchange, an unexpected maneuver for a potential customer. When asked, NCDOT noted that design of the roadway would not allow a median opening at the west end of the corridor. Since the site was so unique, and since it was not representative of the types of access management sites targeted in this project, the team determined that the outlier site should be removed from the remaining analysis.

In summary, after removing sites 3 and 4, there were 566 unique non-vacant records in the final business database along with 101 unique recorded vacancies. As noted earlier, Site 7 (South Boulevard) functions as a comparison site for two treatment sites – sites 8 and 9 – also on

South Boulevard. Data for site 7 is duplicated for any comparison/treatment analyses involving treatment sites 8 and 9. In short, by duplicating site 7 in the database, the database used for the analyses presented here contains 668 non-vacant and 121 vacant business locations for a total of 789 records. Of the 668 non-vacant business locations in the database, 378 (57%) were from comparison sites and 290 (43%) were from treatment sites.

The research team categorized surveyed businesses according to classifications defined by the North American Industry Classification System (NAICS). Although NAICS can provide for high resolution classification, the research team used business classes defined by the first two digits of the six-digit NAICS code for analysis involving business type. This assured a sufficiently-large sample size of observations in each business category needed for analysis.

Table 3 provides a breakdown of NAICS classes represented in this database.

Table 3. Classification of Surveyed Business by NAICS Code

NAICS Code (2-digit)	Comparison	Treatment	Total Sample
23 - Construction	2	1	3
31 – 33 - Manufacturing	8	3	11
42 - Wholesale Trade	2		2
44 – 45 - Retail Trade	114	101	215
48 - Transportation, Warehousing		1	1
51 - Information		4	4
52 - Finance, Insurance	20	15	35
53 - Real Estate, Rental/Leasing	18	11	29
54 – Prof., Scientific, Technical Services	12	7	19
56 – Admin., Support, Waste Mgmt., Rem. Serv’s	12	4	16
61 - Educational Services	3	2	5
62 - Healthcare, Social Assistance	12	15	27
71 - Arts, Entertainment, Recreation	13	4	17
72 - Accommodation, Food Services	91	67	158
81 - Other Services	66	53	119
92 - Public Administration	1	1	2
(blank or n/a)	69	54	123
Totals:	445	344	789

With a wide variety of businesses represented in the database, it is expected that certain classes of business are better represented than others. Businesses corresponding to the (2-digit) NAICS codes 44 and 45 (businesses related to retail trades) constitute the largest class with 215 records. Accommodation and Food Service businesses (NAICS code 72) form the second largest class with 158 records. The remaining NAICS 2-digit classes range in size from 119 records (code 81 - Other Services) down to 1 record.

Survey results are presented through the use of descriptive statistics. In many cases, survey questions asked respondents to classify parameters or rank several parameters in order of importance. These results are usually presented as tables of proportions. When appropriate, tests of significance for these proportions were performed to determine if the results represent a statistically significant change ($p < 0.05$) in perception between the comparison and treatment sites. *Where findings are not significant but warrant showing p-values, the actual p-value will be given to the reader to make inferences.*

Economic Impact

On the first page of the treatment and comparison surveys, business owners were asked if their monthly revenue patterns changed since the year of the median installation. For comparison sites, the year of installation for the corresponding treatment site was used. At the very beginning of the questions, respondents were not told the reason for the survey and thus their responses were not biased based on the median installation.

Out of 484 total business responses to this question, 238 (49%) reported a decrease in monthly revenues, 103 (21%) reported an increase, and 143 (30%) reported no change in monthly revenues since the year of median installation. The breakdown of these results by comparison/treatment, business type, and site number are given in Table 4.

At a 5% level of significance, there is insufficient evidence to conclude that there are differences in the revenue proportions when comparing comparison/treatment and business type breakdown groups shown in Table 4.

Table 4. Survey Results: Monthly Revenue Change. Breakdown by Comparison/Treatment, Business Type, and Site.

(Excluding Sites 3 &4)		Down	No Change	Up
Comparison		50%	30%	20%
Treatment		48%	29%	23%

Business Type		Down	No Change	Up
Local - one location	Comparison	59%	28%	14%
	Treatment	50%	28%	22%
Local - multiple locations	Comparison	64%	18%	18%
	Treatment	56%	22%	22%
Regional	Comparison	39%	35%	26%
	Treatment	46%	21%	32%
National	Comparison	44%	31%	25%
	Treatment	48%	31%	22%

Site (C = Comparison, T = Treatment)	Down	No Change	Up
Site 1 - Falls of the Neuse Rd (C)	40%	26%	34%
Site 2 - Western Blvd (T)	44%	38%	19%
Site 5 - Market St (C)	64%	15%	21%
Site 6 - Market St (T)	55%	22%	24%
Site 7 - South Blvd (C)	50%	29%	21%
Site 8 - South Blvd (T)	43%	26%	31%
Site 7 - South Blvd (C) *	50%	29%	21%
Site 9 - South Blvd (T)	50%	35%	15%
Site 10 - Jake Alexander Blvd (C)	49%	44%	8%
Site 11 - Statesville Blvd (T)	51%	34%	14%
Site 12 - Chapel Hill Blvd (C)	43%	43%	14%
Site 13 - Erwin Rd (T)	20%	40%	40%
Site 14 - South College Rd (C)	41%	47%	12%
Site 15 - Carolina Beach Rd (T)	58%	26%	16%

Significance testing was not appropriate for the site breakdown group due to low survey counts in most cases. Although the significance testing suggests caution when considering similarities between comparison and treatment sites, it is not unreasonable to conjecture that, overall, businesses were generally operating at the same revenue that they would have been operating had the median not been installed. Looking at each category by row, comparison and treatment sites seem to have (roughly) equal proportions of change in revenue versus no change and increase in revenue. This suggests that the median does not appear to have affected the overall stability of the corridor when looking at revenues.

Investigating a little deeper into the perceptions of why a business may have experienced a change in revenue, there are clear indications that most businesses believe the “economy” is the primary factor of a negative change in revenue. As in the previous table, Table 5 shows the breakdown by comparison/treatment, business type, and site.

The results in this table are limited to those respondents that indicated that monthly revenues had decreased (for whatever reason) since the median installation. Reasons for decreased revenues are classified as “Economy,” “Median,” and “Other”. Note that the third portion of the table, “Site,” includes the number of survey responses since a few sites have low survey counts in that population.

Table 5. Survey Results: Decrease in Monthly Revenue. Breakdown by Comparison/Treatment, Business Type, and Site.

(Excluding Sites 3 &4)		Economy	Other	Median
Comparison		81%	4%	14%
Treatment		69%	7%	24%

Business Type		Economy	Other	Median
Local - one location	Comparison	87%	7%	5%
	Treatment	65%	12%	24%
Local - multiple locations	Comparison	78%	0%	22%
	Treatment	80%	0%	20%
Regional	Comparison	83%	0%	17%
	Treatment	85%	8%	8%
National	Comparison	76%	4%	20%
	Treatment	64%	5%	31%

Site (C = Comparison, T = Treatment)	Economy	Other	Median	N =
Site 1 - Falls of the Neuse Rd (C)	100%	0%	0%	14
Site 2 - Western Blvd (T)	71%	14%	14%	7
Site 3 - Tryon Road (C)	100%	0%	0%	12
Site 4 - Albemarle Road (T)	33%	20%	47%	15
Site 5 - Market St (C)	72%	16%	12%	25
Site 6 - Market St (T)	68%	4%	29%	28
Site 7 - South Blvd (C)	76%	3%	21%	33
Site 8 - South Blvd (T)	76%	12%	12%	25
Site 7 - South Blvd (C) *	76%	3%	21%	33
Site 9 - South Blvd (T)	54%	8%	38%	13
Site 10 - Jake Alexander Blvd (C)	95%	0%	5%	19
Site 11 - Statesville Blvd (T)	72%	6%	22%	18
Site 12 - Chapel Hill Blvd (C)	67%	0%	33%	3
Site 13 - Erwin Rd (T)	100%	0%	0%	2
Site 14 - South College Rd (C)	100%	0%	0%	7
Site 15 - Carolina Beach Rd (T)	64%	0%	36%	11

Significance testing for the proportions in Table 5 did not reveal a significant difference between comparison and treatment business responses considered as a whole ($p = 0.093$). Tests for the business type breakdown category indicate a significant ($p < 0.05$) difference between comparison and treatment sites for local businesses with one location; 87% of the comparison

sites vs. 65% of the treatment sites reporting a decrease in revenue and attributed the decrease to the economy. Although the difference among national chains was technically not significant ($p = 0.055$), it deserves mention that 76% of the comparison sites vs. 64% of the treatment sites reported a decrease in revenue attributed the decrease to the economy with a fairly high level of confidence. Low survey counts prevented reliable significance results for the site breakdown group.

Sites 3 and 4 were provided in the “Site” breakdown to show additional justification for removing the Albemarle Road treatment site from the analysis. Note that the two sites were not included in the overall comparison/treatment site results at the top of the table. When looking at the reason for decreased revenue since the installation of the median, the median (47%) was the reason given by the majority of respondents, even though the economy during the time of the survey was suffering significantly. This finding likely indicates a significant bias against the median based on the design at this site. While it was excluded from the analysis, this site can serve as an interesting case study of the potential effects of “extreme” access management without adequate U-Turn and access opportunities. However, with a sample of only one site, other local characteristics and contributing factors may play into the observed trends.

Although there is a clear indication that the economy was the primary reason for any decrease in revenue, the treatment sites seemed to indicate the median was a larger issue than the comparison sites (24% vs. 14%). In addition, although the comparison sites indicated a median would be problematic, there was no actual median installed (note, respondents were not given information about the reason for the survey when asked this survey question). Although treatment sites were more likely to blame the median for decreased revenue, the economy was still the dominant factor.

As a side note that may support the perceived dominance of the economy as a large factor in business revenue patterns, there was no significant difference between corner and non-corner businesses at signalized median openings with regard to decreased monthly revenues. Both corner locations (47%) and non-corner locations (50%) indicated a decrease in revenues since installation of the median. There was no evidence of a significant difference between comparison and treatment sites.

Table 6. Primary Cause for Decrease in Monthly Revenues using NAICS Codes.

<i>NAICS 2-Digit Code</i>	Economy	Other	Median	N =
23 – Construction	100%	0%	0%	2
31 – 33 - Manufacturing	71%	0%	29%	7
42 - Wholesale Trade	100%	0%	0%	2
44 – 45 - Retail Trade	79%	6%	15%	68
48 - Transportation, Warehousing	N/A	N/A	N/A	0
51 – Information	100%	0%	0%	1
52 - Finance, Insurance	50%	0%	50%	18
53 - Real Estate, Rental/Leasing	100%	0%	0%	12
54 – Prof., Scientific, Technical Services	100%	0%	0%	2
56 - Administrative, Support, Waste Mgmt., Remediation Services	75%	0%	25%	8
61 - Educational Services	100%	0%	0%	1
62 - Healthcare, Social Assistance	100%	0%	0%	5
71 - Arts, Entertainment, Recreation	100%	0%	0%	5
72 - Accommodation, Food Services	68%	9%	23%	69
81 - Other Services	78%	8%	14%	37
82 – Indeterminate	100%	0%	0%	1

Survey data were also analyzed by business type using the North American Industry Classification System (NAICS). As shown in Table 6, the majority of business classes indicated the economy as a primary cause of decreased revenues. For instance, 79% of retail trade (those businesses corresponding to two-digit NAICS codes 44 and 45) respondents experienced a decrease in revenues attributed the decline to the economy. Under the two-digit NAICS classification, there were no significant findings for business classes that indicated the median was the primary cause of decreased revenues.

Another possible indicator of economic impact is business turnover rates following median installation. While the survey results could not provide direct historical data on the number of vacancies over time, the research team felt that an analysis of businesses that began operations after the median installation (referred to as “new” businesses) as well as current (at the time of survey) vacancy counts might yield some insight into the general economic conditions of the sites at the time of the survey. For terminology, any business location that is vacant or has a new tenant since the date of median installation is considered “new/vacant,” which may be considered as a surrogate measure for actual business “turnover” rate. Excluding the outlier treatment site 4 and its comparison site 3, 121 out of 789 (15%) business locations in the database were actually **vacant** (not new and vacant) at the time of the survey, further separated by comparison (15%) and treatment (16%) corridors. Table 7 breaks down new business/vacancy counts by comparison/treatment and by individual site.

Overall, the rate of new/vacant locations at treatment sites was significantly higher ($p < 0.01$) than comparison sites. When looking at findings by individual sites, site 1 shows a reverse trend from the other pairs. As a potential explanation, the vacancies at this site were focused in an area surrounding a grocery store which relocated to a brand new location up the road. When asked, the grocery store manager said it was a business decision based on surrounding environment and not the road itself. Therefore, the site new/vacancy rate was not affected so much by the median as the movement of its big anchor on the west side of the corridor. Looking at other individual sites (excluding sites 3 and 4), new/vacancy rates appear to be fairly consistent with slightly higher vacancies along treatment corridors than their comparison. So, while the economic comparison of businesses on treatment and comparison sites showed no difference, there may be evidence that some treatment-site businesses may have left the location prior to the survey date. On the other hand, a high occurrence of new businesses speaks to at least some positive economic activities at the treatment sites.

Table 7. Percentage of New/Vacant Business Locations.
Breakdown by Comparison/Treatment and Site
 (* represents very limited sample size).

(Excluding Sites 3 &4)	% New/Vacant
Comparison	24%
Treatment	30%

	% New/Vacant
Site 1 - Falls of the Neuse Rd (C)	44%
Site 2 - Western Blvd (T)	15%
Site 3 - Tryon Rd (C)	14%
Site 4 - Albemarle Rd (T)	47%
Site 5 - Market St (C)	24%
Site 6 - Market St (T)	36%
Site 7 - South Blvd (C)	21%
Site 8 - South Blvd (T)	30%
Site 7 - South Blvd (C) *	21%
Site 9 - South Blvd (T)	34%
Site 10 - Jake Alexander Blvd (C)	22%
Site 11 - Statesville Blvd (T)	35%
Site 12 - Chapel Hill Blvd (C)	0%*
Site 13 - Erwin Rd (T)	20%*
Site 14 - South College Rd (C)	0%
Site 15 - Carolina Beach Rd (T)	0%

Supplemental Findings

Aside from the central question of economic effect, other survey results may yield insight into differences in perception between comparison and treatment sites. Regarding the median installation, survey respondents were asked if they were in favor of the roadway modification to increase safety. Similarly, comparison site businesses were asked if they *would be* in favor of roadway modifications to increase safety. Table 8 shows the results by comparison/treatment, business type, and by site.

The table shows a clear tendency towards more negative perceptions when discussing safety; however, it is important to note the significant change ($p < 0.05$) in attitude between the

comparison and the treatment sites. However, testing on the business type breakdown revealed that there is not sufficient evidence (at a 5% level of significance) to conclude that there are differences between comparison and treatment responses when considered in the business type categories local (one or multiple locations), regional, or national.

Table 8. Survey Results: In Favor of Raised Median to Increase Safety. Breakdown by Comparison/Treatment, Business Type, and Site.

(Excluding Sites 3 &4)		Yes	No
Comparison		21%	79%
Treatment		34%	66%

Business Type		Yes	No
Local - one location	Comparison	15%	85%
	Treatment	24%	76%
Local - multiple locations	Comparison	25%	75%
	Treatment	44%	56%
Regional	Comparison	18%	82%
	Treatment	27%	73%
National	Comparison	27%	73%
	Treatment	40%	60%

Site (C = Comparison, T = Treatment)	Yes	No
Site 1 - Falls of the Neuse Rd (C)	29%	71%
Site 2 - Western Blvd (T)	50%	50%
Site 3 - Tryon Rd (C)	25%	75%
Site 4 - Albemarle Rd (T)	18%	82%
Site 5 - Market St (C)	19%	81%
Site 6 - Market St (T)	22%	78%
Site 7 - South Blvd (C)	20%	80%
Site 8 - South Blvd (T)	61%	39%
Site 7 - South Blvd (C) *	20%	80%
Site 9 - South Blvd (T)	50%	50%
Site 10 - Jake Alexander Blvd (C)	19%	81%
Site 11 - Statesville Blvd (T)	19%	81%
Site 12 - Chapel Hill Blvd (C)	50%	50%
Site 13 - Erwin Rd (T)	40%	60%
Site 14 - South College Rd (C)	13%	88%
Site 15 - Carolina Beach Rd (T)	33%	67%

Lastly, excluding sites 3 and 4, every individual comparison/treatment group showed that perceptions of safety increased or stayed the same, which aligns well with quantitative findings noted earlier in the literature which noted that safety did in fact increase after median installation.

While Table 8 would seem to indicate business owners are not sure if a median would improve safety, there is an interesting piece of related survey data that may shed a different light on the matter. One particular survey question asks participants to rank the attributes in order of importance as considered by their customers: accessibility to store, customer service, distance to travel, hours of operation, product price, and product quality. Only 18% of comparison site locations and 15% of treatment site locations ranked accessibility to store as their customers' highest priority. In fact, 59% of comparison site respondents and 62% of treatment site respondents ranked accessibility as 4th, 5th, or 6th. Thus, while businesses may have generally negative opinions on the impact of medians, they do not seem to feel accessibility is a high ranking consideration among their customers. Table 9 summarizes the survey results for this question by comparison and treatment groups.

Table 9. Survey Results: Ranking of Customer Considerations. Breakdown by Comparison/Treatment Sites.

(Excluding Sites 3 & 4)		Ranking					
		1	2	3	4	5	6
Accessibility	Comparison	18%	9%	14%	20%	21%	18%
	Treatment	15%	13%	13%	17%	14%	29%
Customer Service	Comparison	48%	19%	16%	8%	5%	4%
	Treatment	33%	26%	22%	11%	5%	3%
Distance to Travel	Comparison	4%	14%	9%	17%	28%	27%
	Treatment	7%	8%	15%	16%	34%	22%
Hours of Operation	Comparison	2%	4%	9%	20%	27%	38%
	Treatment	2%	7%	11%	25%	25%	31%
Product Price	Comparison	14%	22%	29%	19%	10%	7%
	Treatment	16%	26%	21%	22%	10%	6%
Product Quality	Comparison	15%	32%	22%	16%	10%	6%
	Treatment	27%	19%	19%	10%	14%	10%

In further questions about the access management treatment, survey respondents were asked if the installation of the raised median made (or “would make” for comparison sites) the following better, worse, or stay the same: safety, congestion, number of customers per day, property value, accessibility to store, and delivery convenience (Table 10).

Table 10. Survey Results: Impact of Raised Median on Business-Related Attributes. Breakdown by Comparison/Treatment Sites.

(Excluding Sites 3 &4)		Better	Same	Worse
Traffic Congestion	Comparison	16%	41%	43%
	Treatment	30%	41%	29%
Traffic Safety	Comparison	52%	31%	17%
	Treatment	40%	24%	36%
Number of Customers per Day	Comparison	6%	38%	56%
	Treatment	12%	46%	42%
Property Value	Comparison	7%	55%	38%
	Treatment	18%	40%	42%
Store Access	Comparison	8%	21%	71%
	Treatment	10%	37%	53%
Delivery Convenience	Comparison	5%	39%	56%
	Treatment	7%	53%	40%

When examining each comparison/treatment pair response for worse (or better and same combined), the differences between proportions in each set of pairs is significant ($p < 0.05$). Therefore, businesses in comparison sites versus treatment sites have very different perceptions of these attributes.

Looking at congestion, 43% of comparison site respondents felt that a median would worsen traffic congestion, whereas only 29% of treatment site respondents believed that the median actually did worsen congestion. Since comparison sites represent the “what if” condition (or before scenario), this indicates that perceptions of the median on congestion likely improved after installation. In addition, 71% of treatment respondents felt that traffic congestion remained the same or improved after median installation, which is important because these responses

indicate that only a small minority of businesses believe that congestion deteriorated. This finding supports previous research on operational impacts of access management techniques provided in the literature.

Even more pronounced is the perceived safety effect. Eighty-three percent (83%) of businesses along comparison corridors believed that safety would improve or stay the same, compared to 64% of businesses on treatment corridors. Although the perception of safety appeared to decrease following installation of the median, the majority of respondents did believe there were significant safety improvements. Like the operational effects, this mirrors prior research findings summarized in the literature.

Similarly, 44% of comparison respondents felt that a median installation would increase or have no change in the number of customers per day, while 58% of treatment site respondents indicated that the number of customers actually increased or stayed the same. These results suggest a shift in perception between comparison and treatment sites and may indicate that some negative preconceptions of median impact on sales may not have been well-founded.

Customer satisfaction with access to the store was also surveyed. Seventy-one percent (71%) of businesses at comparison sites thought that access to the store would get worse, while businesses at treatment sites said 53% of customers indicated access was worse. This is an important question because the perception of business owners in the comparison group represents a population subset similar to that of business owners that go to public meetings. This finding says that business owner's perception of customer accessibility improved. Also, looking at treatment sites only, an equal split of better and no change versus worse access is shown. This generally means that there was basically no perceived change from before to after median installation.

The last surrogate measure was delivery convenience. The perception of delivery convenience improved after installation of the median, shown as comparison site perceptions of better or no change at 44% versus treatment sites at 60%.

Finally, businesses at treatment sites were asked if they had experienced any change in the number of regular customers during construction and then after completion of the installation.

Table 11 summarizes these results by business type.

Table 11. Survey Results: Change in Regular Customer Volume, Treatment Sites Only. Breakdown by Business Type.

During Construction	Decrease	No Change	Increase
Local - one location	66%	37%	0%
Local - multiple locations	56%	44%	0%
Regional	69%	31%	0%
National	48%	43%	10%

After Installation	Decrease	No Change	Increase
Local - one location	50%	50%	0%
Local - multiple locations	50%	44%	6%
Regional	40%	53%	7%
National	55%	45%	0%

While it is clear that the majority of business types experienced no increase in regular customer volume during construction, these effects seemed to somewhat normalize after completed installation. It should be noted that the question on customer trends was not asked to comparison sites, and so it is somewhat difficult to isolate these responses from the background economic recession trends. Interestingly, when looking at averages, some local multiple-location and regional business types seemed to benefit from the installation with an increase in regular customer volume, although the sample sizes were small for both of these groups.

Conclusions

This study deals with the perceptions and attitudes of business owners and managers towards access management. The team conducted a pseudo before-after study using businesses at comparison sites as a surrogate for the before period at treatment installations. A large sample of data was collected to determine the overall perceived effect of median installations, and in most cases sample sizes were large enough to do significance testing by individual site pairs. The major findings in this study are summarized below.

Economic Effects

There were no significant differences in self-reported revenue changes when comparing before and after survey responses from all sites. Even when looking at individual site pairs, it is reasonable to assume that businesses were generally operating at the same revenue they would have been operating had the median not been installed.

When looking at responses for decreased revenue after median installation, treatment sites seemed to indicate the median was a larger issue than the comparison sites, though not significant at the 95% confidence interval ($p = 0.093$). When partitioning the data further by business type, single-location local businesses had a significant difference in perceived revenue decrease due to the economy, noting that although the economy was the primary reason for decreased revenues, the median was the perceived cause in revenue decreases in many cases also. In addition, national chains were affected in a similar way, though not significantly different at the 95 percentile confidence interval ($p = 0.055$).

Overall, the rate of vacant or new businesses (a potential surrogate for turnover rate) at treatment sites was significantly higher ($p < 0.01$) than comparison sites.

Surrogate Effects

Generally, before and after responses were negative when asked if roadway modifications would improve safety; however, there was a significant change in attitude from the before to after period which seems to indicate that perceptions improved following actual median installation, as opposed to the “what if” questions on expectations of businesses on comparison sites. When looking at individual site pairs, every pair showed that perceptions of safety increased or stayed the same after median installation.

A total of 62% of treatment respondents at treatment sites ranked accessibility as the 4th, 5th, or 6th consideration of customers for their business. Only 15% of businesses at treatment corridors actually ranked accessibility as the number one consideration of customers. The top three customer considerations when choosing a business that were indicated by respondents at treatment sites were 1) Customer Service - 33%, 2) Product Quality – 27%, and 3) Product Price – 16%.

When asked if the median installation would make various parameters better, worse, or stay the same, a very high percentage of respondents agreed that traffic congestion and safety would improve or stay the same. It appears that the perceived effect on the number of customers per day was much worse at comparison sites than treatment sites, indicating that the median did not affect customers as bad as it was originally thought. Accessibility to store was perceived to be much worse between comparison and treatment respondents; however, the perception at treatment sites was much better than comparison sites indicating again that the median did not affect customers as bad as originally thought.

In general, the survey data indicates a significant and positive change in respondent’s perceptions between comparison and treatment sites. In spite of the overall negative reactions

to a proposed median installation, survey data from the businesses represented here appear to support a more favorable perception after installation occurs.

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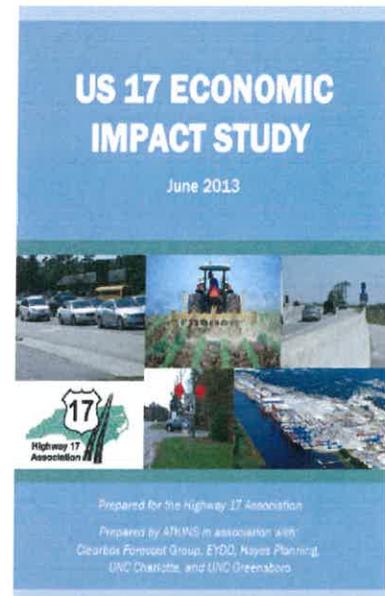
Economic Impact Analysis Complete Investment in the Highway will benefit eastern North Carolina

Advocates of US Highway 17 have long asserted that a fully improved facility from South Carolina to Virginia would enhance economic growth for eastern North Carolina. A new **Economic Impact Analysis** conducted in partnership with the **Highway 17 Association** and the NC Department of Transportation supports that assertion with reliable facts and data. Not only will further investment in facility improvements create jobs, both in the short and long term, they will also yield economic growth across almost all segments of the eastern North Carolina economy. Furthermore, improvements to US 17 will increase driver safety and reduce travel times, both of which have quantifiable economic value.

Study Shows Job Creation, Economic Growth from Continued US 17 Investment

US Highway 17 through eastern North Carolina has long been recognized by the region's business and government leaders as the transportation spine of the state's coastal plain. US 17 is critical to providing access to our beaches and other tourist destinations. It serves the logistics needs of the US Marine Corps. It speeds delivery of agricultural products to the state's ports and other markets, and it generally supports economic development efforts of the region.

Over the past few decades, the NC Department of Transportation has worked continuously with these regional leaders to improve the highway, adding lanes to handle increasing traffic, building bypasses around growing towns to increase travel speeds and making safety improvements. The benefits of these improvements have been tangible and substantial. Seven improved segments of US 17 have been opened to traffic in recent years and several other major improvements, such as the Washington Bypass in Beaufort County, are currently nearing completion.



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But as has been documented in the US 17 Economic Impact Study, major improvements are still needed if the highway is to meet the mobility, safety and economic development expectations of the region. Only three of the US 17 improvement projects in NCDOT's latest State Transportation Improvement Program, or STIP, are fully funded. There are another 85 miles of US 17 that are identified as high-priority projects in the STIP but are only partially funded, that have no identified funding, or that would remain two lanes even after those STIP projects are completed. As shown below, over \$800 million in additional funding from state and federal pools is needed to complete those "Plan A" and "Plan B" projects. And if the entire 282-mile long corridor were to be upgraded to high-speed freeway standards, which are also the safest, an additional \$4.2 billion would be needed.

Improvement Scenarios

Improvement Plan	Length of Improvements	Cost	
		Year of Expenditure \$ ¹	Present Value \$
Plan A: Complete partially funded STIP projects	54 miles	\$453 million unfunded	\$387 million unfunded
Plan B: Complete unfunded STIP plus remaining two-lane and multilane undivided sections, and other traffic safety improvement needs (Plan B assumes Plan A is completed)	31 miles	\$ 360 million	\$281 million
Plan C: Complete entire corridor to freeway standard (Plan C assumes Plan A is completed)	207 miles	\$ 4.2 billion	\$544.2 million ²

1. Cost reflects estimate at time of anticipated construction (i.e., inflated cost). For Plan C, construction period would extend substantially beyond 2035, at historical spending rates.

2. Plan C present value cost represents only the 42 percent of total plan cost, reflecting anticipated funds and expenditures through the year 2035.

To evaluate the economic benefits that could be expected from further improvements to US 17, these three plans were combined into three improvement programs, called Build 1, Build 2 and Build 3. Build 1 is the stand-alone Plan A. Build 2 is the combination of Plans A and B. Build 3 is the combination of Plans A and C.

While the cost of completing any of these three sets of improvement programs would be high, the cost to the region of not completing the needed improvements would be even higher, in terms of reduced safety, increased delay and travel time, missed economic opportunity and clear financial benefit. As shown in the next two tables, completing any of the three improvement programs would have a significant positive impact on the region's economy and would yield a very healthy return on investment. Many construction jobs would be created. As travel conditions along the corridor are enhanced

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due to the facility improvements, increased economic activity would result, creating more jobs due to increased retail and industrial expansion.

Most cost-effective would be simply completing the projects that are currently included in NCDOT's STIP but are only partially funded, the Build 1 improvement program. In committing the \$450 million needed in the year of the expenditure for these projects (\$387 million in today's dollars), the region would realize \$2 billion in benefits, a benefit-to-cost ratio of over 4.5 : 1! And some of these partially funded projects are well underway, so providing the balance of the funding to complete them seems almost a "no-brainer."

Slightly less efficient from a benefit-cost perspective but still providing a very strong return on the public investment would be completing the Build 2 improvement program. This program, which would complete all projects now in the STIP, widen all remaining two lane sections and improve the remaining undivided multilane sections, would cost \$668 million in today's dollars. Yet it would return benefits of more than \$2.2 billion, a benefit-to-cost ratio of over 3.3 : 1.

Cost-Benefit of Alternatives

Economic Benefit	Build 1 (= Plan A)		Build 2 (= Plan A + Plan B)		Build 3 (= Plan A + Plan C)	
	Output (Millions of Dollars) ¹	Employment (Jobs) ²	Output (Millions of Dollars) ¹	Employment (Jobs) ²	Output (Millions of Dollars) ¹	Employment (Jobs) ²
Construction Impacts	\$555.2	1,052	\$958.8	1,045	\$1,891.3	1,161
Increased Economic Activity – Traffic Diversion	\$56.0	112	\$111.2	278	\$377.2	1,437
Increased Economic Activity – Industrial Expansion	\$1,453.2	741	\$1,695.7	927	\$1,877.6	1,186
Improved Safety	\$85.9	119	\$105.3	159	\$108.5	183
Reduced Travel Times	\$0.1	0	\$4.9	10	\$22.9	65
Totals	\$2,150.4	2,024	\$2,875.9	2,419	\$4,277.5	4,032

¹ Dollar impacts are measured as the present value of added total economic output in the Study Region. This is the sum of the present value of the direct spending in benefit category, plus the present value of the spillovers from that benefit's activity. Total economic output represents gross sales, i.e. the accumulation of sales in each successive round of purchases. In almost all cases, the final consumers of tourism goods and services are households. Government spending is also considered as final demand.

² The employment impacts are measured as the total number of part-time and full-time jobs resulting from the direct spending or employment in that row. For construction, the impact is the average number of jobs per year during the period of that construction program. For other rows, the impact is the number of jobs in the final year of the study period, 2035.

Benefit Cost Ratios

Improvement Program	Construction Cost (Present Value, \$ millions) ¹	Total Benefits (Present Value, \$ millions) ¹	Benefit-Cost Ratio
Build 1 (Plan A)	\$ 386.8	\$ 1,763.5	4.56
Build 2 ² (Plan A + Plan B)	\$ 668.0	\$ 2,207.8	3.31
Build 3 ² (Plan A + Plan C)	\$ 931.0	\$ 2,959.7	2.25

1. Present value of costs and benefits through Year 2035.
2. The present value construction cost of Build 2 and Build 3 improvement programs includes the cost of Build 1.

It seems quite clear from the economic impact analysis summarized here that the value of continued public investment in making US 17 a safer, less congested, higher-speed facility that is in keeping with the region's economic development and economic opportunity goals is very real and quite large. The improvements to the highway would increase economic opportunities for agri-business and tourism, and enhance safety and logistics for the region's military, North Carolina's three largest economic sectors. Jobs would be created or preserved in each of those sectors, as well as in the construction industry. The investments would also continue to improve traveler safety, reduce travel time, increase retail activity, enhance industrial development activity and provide opportunities to divert traffic off of Interstate 95.

Next Steps for US 17 Economic Impact Study

The Highway 17 Association intends to make this study available to all US 17 stakeholders through an aggressive marketing program that will include digital and print dissemination as well as personal presentations to key groups within the US 17 corridor, in Raleigh and in Washington, DC.



A principal audience for the report will be the NC Department of Transportation, which will ultimately make decisions about which road projects receive funding on the STIP. Increasingly, NCDOT professionals use data to inform and influence their road-building decisions. The data in this report will show clearly that investing in US 17 projects will create jobs, enable economic growth, decrease

travel times and perhaps most importantly improve safety for residents and visitors in eastern North Carolina. In addition to the NCDOT, another key audience will be the

North Carolina General Assembly that appropriates the funding to NCDOT to manage the state's transportation system. Legislators, especially those representing the US 17 corridor counties, should find the study enlightening.

The Association also expects this report to be beneficial to economic developers in the region and at the state level. Traditionally a key criterion in industrial site selection is access to a four lane, divided highway. This report will provide a blueprint for building that kind of facility on US 17. For example, the improvement of US 17 in Jones County will enable industrial and commercial growth in Jones, Onslow and Craven Counties. Economic professionals in all three counties should benefit from the results of the study.

The Highway 17 Association intends to present the results of the study to all of our funding partners in the corridor, including county and municipal governments, economic development partnerships, corporations and private citizens. Everyone who lives in eastern North Carolina will benefit from a fully improved US 17. This comprehensive economic impact study should galvanize support and create new advocates for the highway and the organization. The Association is excited to tell this important story.

Status Report

For

US 17 Corridor

October 2013

US 17 Wilmington Bypass
TIP Project No. R-2633 A/B

US 17 Hampstead Bypass
TIP Project No. R-3300

US 17 Jacksonville Bypass to Drummer / Kellum Road
TIP Project No. U-4007

US 17 Belgrade to New Bern
TIP Project No. R-2514 B,C & D

US 17 New Bern Bypass
TIP Project No. R-2301 A

US 17 New Bern to Washington
TIP Project No. R-2513

US 17 Washington Bypass
TIP Project No. R-2510

US 17 Washington to Williamston
TIP Project No. R-2511

US 17 Mills Street in Bridgeton to NC 43
TIP Project No. R-3403

US 17-74-76 / NC 133 Widening in Wilmington
TIP Project No. R-3601

US 17 Status Report

October 2013

US 17 Wilmington Bypass (R-2633 A/B)

Total cost: \$532.1 million (National Highway System / NC Loop)

Unfunded: \$0

- Final Environmental Impact Statement – April 2007
- Record of Decision – October 2007
- Design Public Hearing – January 2008
- R/W Acquisition Segment A – complete
 Segment B – underway
- Construction Segment A – March 1, 2011.
 (estimated completion, December 2013)
 Segment BA – Letting scheduled January 2014
 Segment BB – Letting occurred September 2013

Action Items Recently Accomplished:

- Segment A – Mainline pavement completed.
- Segment A – 97% of original contract completed.
- Segment BB – Construction bids opened September 17, 2013

Action Items Planned:

- Segment A – Final lift of pavement.
- Segment A – Traffic signals to be installed on US 74/76.
- Segment BA – Right of Way acquisition process is on-going.
- Segment BA – Final design work continuing.
- Segment BB – Review of bids and awarding of contract.

Project Managers (Segment A): Wayne Currie, P.E. (910) 251-2691, wcurrie@ncdot.gov

Project Manager (Segment B): Brenda Moore, P.E. (919) 707-6285, blmoore@ncdot.gov

US 17 Hampstead Bypass (R-3300)

Total cost: \$220 million (NC Trust Fund) Unfunded: \$199 million

- Federal Draft Environmental Impact Statement – July 2011
- Federal Supplemental Environmental Impact Statement – September 2013
- Federal Final Environmental Impact Statement – November 2013.
- State Record of Decision – May 2014
- Begin R/W Acquisition – NC FY 2017
- Finish R/W Acquisition – Budgeted \$20 million in NC FY 2017
- Construction – NC FY 2023 Unfunded (\$199 million)

Action Items Recently Accomplished:

- Merger Team concurred on avoidance and minimization measures (Concurrence Point 4A) on June 13, 2013.
- A Citizens Informational Workshop was held on August 15, 2013 to discuss the interchange design at the northern end of the project. Approximately 180 citizens attended the workshop. Most questions at the workshop were related to project impacts on individual properties. Most written comments expressed concern over the interchange proposed near Grandview Drive.
- Merger Team concurred on Alternative E-H as the Least Environmentally Damaging Practicable Alternative (LEDPA) route for the project at a meeting on May 23, 2012.

Action Items Planned:

- US Army Corps of Engineers (USACE) has decided a supplemental draft environmental impact statement is required due to the additional interchange now proposed for the project. It is anticipated that the supplemental document can be completed in the fourth quarter of 2013.
- Design Public hearing (covering the entire project) is planned for the Spring of 2014.
- Environmental data is being updated as necessary in preparation for the Federal Environmental Impact Statement (FEIS) scheduled to be completed in January 2014. Additional surveys are required due to Division 3 request to realign Lendire Road as part of the Military Cutoff Extension project (U-4751). One environmental document is being prepared for both U-4751 and R-3300.
- Biological Assessment for endangered species impacts will be prepared prior to completion of the USACE Record of Decision for the Section 404 permit.

Project Manager: Kim Gillespie, P.E. (919) 707-6023 kgillespie@ncdot.gov

US 17 Jacksonville Bypass to Drummer Kellum Road (U-4007)

Total cost: \$201.9 million (National Highway System) Unfunded: \$104.4 million

- Environmental Assessment – October 2006
- Finding of No Significant Impact – February 2008
- R/W Acquisition Segments A, B – complete
 Segment C – Budgeted \$14.6 million in US FY 2020
 Segment C – partially unfunded (\$29.1 million)
 Segment D – unfunded (\$32.3 million)
- Construction Segment A – Began July 2011
 Segment B – Began October 2010
 Segment C – unfunded (\$26.3 million)
 Segment D – unfunded (\$16.6 million)

Action Items Recently Accomplished:

- Segment A – Road is open. Completing vegetation establishment at borrow pit. Construction approximately 96% complete (estimated completion December 2013).
- Segment B – Bridge work completed. Grade work being completed at Marine Boulevard. Construction is approximately 89% complete.

Action Items Planned:

- Segment A – Continue vegetation establishment.
- Segment B – Continue with paving work. Dependent on weather conditions, paving could extend into early 2014.

Project Manager (Segments C & D): Brenda Moore, P.E. (919) 707-6248, blmoore@ncdot.gov

Project Manager (Segments A & B): David A. Candela, P.E. (910) 347-5258,

dacandela@ncdot.gov

US 17 Belgrade to New Bern Bypass (R-2514 B, C & D)

Total cost: \$233.4 million (NC Trust Fund)

Unfunded: \$0

- State draft Environmental Impact Statement – Approved August 31, 2004
- Corridor public hearing – August 16, 2005
- State Final Environmental Impact Statement (FEIS) – June 23, 2011
- Record of Decision – Approved June 25, 2012
- Design Public Hearing – September 2012
- R/W Acquisition
 - Segment B – December 2013
 - Segment C – June 2013 (underway)
 - Segment D – September 2013 (underway)
- Construction
 - Segment B – Budgeted \$93.3 million beginning NC FY 2015.
 - Segment C – Budgeted \$24 million beginning NC FY 2015.
 - Segment D – Budgeted \$101 million beginning NC FY 2015.

Action Items Recently Accomplished:

- Segments C and D – Right of Way acquisition initiated.
- Segment B – Right of Way project commitments update completed.

Action Items Planned:

- Continue preparation for Right of Way acquisition for Segment B.

Project Manager: Brian Yamamoto, P.E. (919) 707-6051 byamamoto@ncdot.gov

Roadway Design Project Manager: James Speer, P.E. (919) 707-6320 jspeer@ncdot.gov

US 17 New Bern Bypass (R-2301)

Total cost: Segment A – \$41.1 million (National Highway System) Unfunded: \$0
Segment B – \$161.8 million (NC Trust Fund) Unfunded: \$156.5 million

- Record of Decision approved – June 2001
- R/W Acquisition Segment A – Complete
Segment B – Budgeted \$5.3 million in NC FY 2020
Segment B – Partially unfunded (\$10.5 million)
- Construction Segment A – Complete
Segment B – Unfunded (\$146 million)

Action Items Recently Accomplished:

- No items underway.

Action Items Planned:

- Segment B – A reevaluation must be prepared due to the time elapsed since approval of the Record of Decision in June 2001. Project Development activities are scheduled to begin in late 2013, pending further information from the project prioritization process.

Project Manager (Segment B): Brian Yamamoto, P.E. (919) 707-6051 byamamoto@ncdot.gov

US 17 from SR 1438 to Washington Bypass (R-2513)

Total cost: \$72.8 million (NC Trust Fund) Unfunded: \$72.5 million

- Environmental Screening Report prepared by PDEA staff April 4, 2005.
- Project Costs updated by Feasibility Studies Unit – March 2010.
- R/W Acquisition – unfunded (\$15 million)
- Construction – unfunded (\$57.5 million)

Action Items Recently Accomplished:

- No items underway.

Action Items Planned:

- No items underway.

Feasibility Study Project Manager: Derrick Lewis, P.E. (919) 715-5572, dlewis@ncdot.gov
PDEA Project Manager: Charles Cox, P.E. (919) 707-6016, ccox@ncdot.gov

US 17 Washington Bypass (R-2510)

Total cost: \$326 million (National Highway System)

Unfunded: \$0

- Record of Decision approved – December 2004
- R/W Acquisition Segment A – Completed
 Segment B – Completed
 Segment C – Completed
- Construction Segment A – Opened to traffic September 2011
 Segment B – Opened to traffic February 26, 2010
 Segment C – Construction contract let March 2011
 (estimated completion late 2013)

Action Items Recently Accomplished:

- Segment C – Structure over Cherry Run is complete. Deck grooving to be performed late in October. Agreement reached with SHPO regarding construction revisions to J.C. Swanner House property (eligible for the National register of Historic Places). The project is now 84% complete and ahead of schedule.

Action Items Planned:

- Segment C – Pavement striping and guardrail erection to be initiated. The project is scheduled for mid-November completion.

Project Manager (Segment C): Shawn Mebane, P.E. (252) 792-0347 cmebane@ncdot.gov

US 17 from Washington Bypass to Williamston (R-2511)

Total cost: \$54.5 million (NC Trust Fund) Unfunded: \$42.3 million

- State Environmental Assessment approved – May 2013
- Finding of No Significant Impact (FONSI) – August 2014
- R/W Acquisition – Budgeted \$8.5 million beginning NC FY 2019
- Utilities – Budgeted \$3.2 million in NC FYs 2019-20
- Construction in NC FY 2022 Unfunded (\$42.3 million)

Action Items Recently Accomplished:

- National Environmental Policy ACT (NEPA) / Section 404 merger permit application sent to the US Army Corps of Engineers in June 2013.
- Environmental Assessment approved by Federal Highway Administration (FHWA) on May 28, 2013.

Action Items Planned:

- Public Hearing map review planned for October 2013.
- Public Hearing planned for autumn 2013.

Project Manager: Joe Miller, P.E. (919) 707-6031 josephmiller@ncdot.gov

Additional US 17 Projects:

US 17 from Mills Street, Bridgeton to NC 43 (R-3403)

Total cost: \$57.1 million (US Surface Transportation) Unfunded: \$33.1 million

- Environmental Assessment approved – June 3, 2002.
- Finding of No Significant Impact (FONSI) approved – January 2005
- Addendum to FONSI approved – July 2005.
- R/W Acquisition Segment AA / AB – Completed late 2008
 Segment B – Unfunded (\$3 million)
- Utilities Segment B – Unfunded (\$1.7 million)
- Construction Segment AA – September 2010 (completed May 2012)
 Segment AB – May 2010 (completion August 2012)
 Segment B – Unfunded (\$28.4 million)

Action Items Recently Accomplished:

- Construction completed for Segment AA in May 2012.
- Construction completed for Segment AB in August 2012.

Action Items Planned:

- No items scheduled.

Project Manager: Johnny Metcalfe, P.E., (252) 514-4759, jmetcalfe@ncdot.gov

US 17-74-76 / NC 133 Widening (R-3601)

Total cost: \$18.9 million (National Highway System) Unfunded: \$0

- Categorical Exclusion – September 2010
- Categorical Exclusion Addendum – August 2011
- R/W Acquisition – Began February 2013
- Construction – November 2013 (Design-Build Letting)

Action Items Recently Accomplished:

- Concurrence Point 4C meeting held in February 2013.
- All permits have been received.

Action Items Planned:

- Preparation for Design-Build Letting.
- Installation of closed circuit televisions.
- Coordination with National Marine Fisheries Service regarding Atlantic Sturgeon.

PDEA Project Manager: Michele L. James, P.E. (919) 707-6027 mjames@ncdot.gov

Roadway Design Project Manager: Susan Lancaster, P.E. (919) 707-6266

sclancaster@ncdot.gov

Mayor
Mac Hodges

City Manager
Brian M. Alligood



Washington City Council
Richard Brooks
Doug Mercer
Larry Beeman
William Pitt
Bobby Roberson

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

The Budget Officer transferred \$27,940 of funding between the Outside Agency, Aquatic Center and Waterfront departments of the General Fund to provide additional funds needed to repair the Dectron dehumidifier at the pool and relocate the flag pole on the west end of the waterfront.

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: 12/19/2013

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

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

	Department	Account Number	Object Classification	Amount
FROM:	10-40-6170	9106	Harbor District Alliance	27,490
TO:	10-40-6126 10-40-6124	1502 1501	Maint/rep. HVAC Maint/rep.Grounds	23,890 3,600

For the purpose of: Dectron dehumidification repairs at Aquatic Center & flag pole relocation on west end of water front docks.

 Supervisor Matt Rauschenbach
Department Head

ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

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

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

Kevin A. Anderson
City Manager or Finance Director



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27589

Phone: 252-975-1280

Fax: 252-974-6461

Human Relations Council (HRC) Report for the month of December Monday January 13, 2014 City Council Meeting

MISSION STATEMENT

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

OLD BUSINESS:

Chairman Hughes advised that he and Chief Rose attended the Parks and Recreation Advisory Committee meeting on Monday, October 21, 2013 and the Committee members were in agreement with the Ed Peed marker and placement of the marker at Beebe Park.

Included motion: In a motion made by Audrey Woolard and seconded by Russell Morgan, the Parks and Recreation Advisory Committee recommended that a new marker recognizing Edward Peed as the first recorded line of duty death in the state of North Carolina by a Firefighter, be installed at Beebe Memorial Park, as presented.

NEW BUSINESS:

Discuss – Unexpired term of vacant positions – former Board member Barr, Board member Cherry and Board member Burgess.

Chairman Hughes voiced we have two applications received from Matthew Ray Babcock and Barbara Gaskins and suggested both applicants met the criteria to be appointed to the Human Relations Council and opened the floor for discussion.

By motion of Board member Howard, seconded by Board member O'Pharrow, the Board agreed to the appointment of Matthew Babcock to fill the unexpired term of Marisol Barr, term to expire June 30, 2016.

By motion of Vice-chair St. Clair, seconded by Board member O'Pharrow, the Board agreed to the appointment of Barbara Gaskins to fill the unexpired term of Ann Barbee Cherry, term to expire June 30, 2014.

Chairman Hughes explained there will be one vacancy left by Board member Burgess and requested this position be advertised.

OTHER BUSINESS:

FYI – Chairman Hughes advised the Board to expect a letter from the Marion L. Shepard Cancer Center acknowledging the donation presented to the Center honoring former Board chair Evelyne Roberson.

Board member O'Pharrow requested scheduling our next regular meeting for Tuesday, January 14, 2014 to discuss the Ed Peed Commemoration Service scheduled for February 15, 2014.

OPEN DISCUSSION:

Council liaison Pitt reminded Board members of the KaBoom Playground that will be built on site at Oak Crest Housing Development and requested the Human Relations Council support.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Robbie Rose, Fire Chief
Date: January 2, 2014
Subject: Local Fireman's Relief Fund Board Appointments.
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council reappoint Charles M. Alligood Jr. as the Fire Department designated appointee, and reappoint Raymond Williams as the City Council designated appointees to the Local Fireman's Relief Fund Board for a new term of two years to expire in January 2016.

BACKGROUND AND FINDINGS:

The purpose of this agenda item is to consider reappointment of Charles M. Alligood Jr. (Fire Department Appointee) and reappointment of Raymond Williams (City Council Appointee) by the City Council to the Local Fireman's Relief Fund Board. Both of these current appointments expire January 2014.

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: 1/8/14 Date Concur and Recommend Denial _____ No Recommendation _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: January 6, 2014
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) and Airport Advisory Board (1) still have vacancies, but no applications were received.

Nominations will be made by the Council liaisons at the January 13, 2014 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: 1/5/14 Date Concur *CSB* Recommend Denial _____ No recommendation _____

ACTIONS SUGGESTED:

A. Planning Board: (Council Liaison: Roberson)

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

B. Board of Library Trustees: (Council Liaison: Roberson)

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

C. Recreation Advisory Committee: (Council Liaison: Brooks)

I move that the City Council appoint _____ to the Recreation Advisory Committee to fill the unexpired term of Arnold Barnes (inside), term to expire June 30, 2014.

I move that the City Council appoint _____ to the Recreation Advisory Committee to fill the unexpired term of Mac Hodges (inside), term to expire June 30, 2016.

D. Human Relations Council: (Council Liaison: Pitt)

I move that the City Council appoint _____ to fill the unexpired term of Marisol Barr, term to expire June 30, 2016.

I move that the City Council appoint _____ to fill the unexpired term of Ann Barbee Cherry, term to expire June 30, 2014.

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 _____

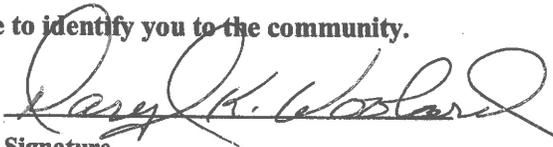
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN _____

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

Tax TO:
975-2015

Requested Board Library Board

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

NAME Edith (Paulette) Cole

ADDRESS P.O. Box 683, Washington, N.C. 27889

PHONE (WORK) 252-946-6191 (HOME) 252-943-1572 cell

E-MAIL ADDRESS peole @ beaufort. K12.nc. us

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 55 YEARS

YEARS OF EDUCATION through (1) year Beaufort 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 have worked with Beaufort County Schools as a Data Manager and now as a Bookkeeper for 28 years. I love to read and ^{show} support for my local library. I will do my best to make wise decisions for our 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.

Date 12/13/13

Signature Paulette Cole

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

Requested Board Brown Library

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

NAME Polk Culpepper

ADDRESS 1301 Summit Ave, Washington, NC 27889

PHONE (WORK) _____ (HOME) 252-833-4485

E-MAIL ADDRESS polecat793@gmail.com

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

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

YEARS OF EDUCATION 22

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

IF YES, PLEASE INDICATE _____

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

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

As a new resident, I will bring fresh eyes to the
Board and the library. I am a long time supporter
of libraries and have loved visiting them since a
child. I am familiar with the workings of libraries in
large and small cities & towns & have learned characteristics of

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

12/20/13
Date

Polk Culpepper
Signature

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 _____

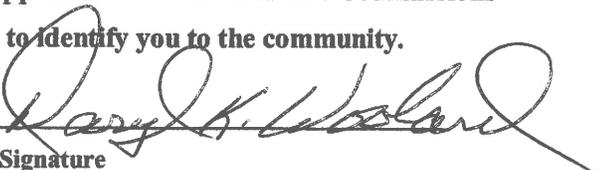
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

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 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: _____

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 - Recreation Advisory Committee

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

NAME Betty S. Cochran

ADDRESS 402 Oak Dr. Washington 27889

PHONE (WORK) _____ (HOME) 252-946-3531

E-MAIL ADDRESS bbe7988@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 49 YEARS

YEARS OF EDUCATION MA degree (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.*

fair-minded, good people skills, user of Moore pool, 30+ years in education, supervisory skills (from years at Beaufort Co. Com. College), fan of soccer and baseball

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.

1/3/2014
Date

Betty S. Cochran
Signature

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

Requested Board - Recreation Advisory Committee

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

NAME Attila Nemezz

ADDRESS 415 E. 2nd St. Washington, NC 27889

PHONE (WORK) _____ (cell) _____ (HOME) 252-940-8672

E-MAIL ADDRESS attila.nemezz@gmail.com

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

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

YEARS OF EDUCATION 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 previously worked for the recreation dept. at the Moore Aquatic Center. I know the needs of the facility. I have a degree in Public Policy and have participated in development of pedestrian and bicycle plans. I also worked in various parks for the Raleigh Parks and Recreation Dept for a decade.

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.

12/30/13
Date

[Signature]
Signature

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

Requested Board - Recreation Advisory Committee

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

NAME THOMAS E. ARCHIE

ADDRESS 103 SOUTH ROSS DRIVE

PHONE ^{Cell} (WORK) 945-6578 (HOME) 946-8578

E-MAIL ADDRESS TARCHIE1943@GMAIL.COM

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 35+ YEARS

YEARS OF EDUCATION JD IN LAW 19 YEARS

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 THE TIME AND INTEREST IN THE REC PROGRAMS

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

12/27/13
Date

[Signature]
Signature

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

Requested Board Recreation Advisory Committee

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

NAME Dallis Tucker

ADDRESS 311 N. Charlotte St., Washington, NC 27889

PHONE (WORK) (252) 948-3816 (HOME) (252) 945-0171

E-MAIL ADDRESS dallis_tucker@hotmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 17 YEARS

YEARS OF EDUCATION Ph.D. from the University of Illinois in 2001

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 an undergraduate degree in Rec Facility Management, master's degree in Rec Resource Management and Ph.D. in Leisure Behavior. I worked for the Parks and Recreation Trust Fund and Land Water Conservation Fund for 13 years. I have coached soccer and softball in Washington for the last 6 years. I am an active board member of the Washington Girls Softball League (3 as Secretary and Vice-President this upcoming season). Lastly, I have been the manager of the Carolina Dirt Devils '01 travel softball team for the past 3 years. That includes booking tournaments and scheduling travel events.

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.

Dec 31, 2013
Date

Dallis Tucker
Signature

Requested Board Recreation Advisory Committee

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

NAME Casey Cox

ADDRESS 221 Alderson Rd

PHONE (WORK) 947-0279 (HOME) 947-0279

E-MAIL ADDRESS caseycox.nc@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 33 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE n/a

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (6) (OPTIONAL): *Use back of
sheet if additional space is needed.*

Growing up in Washington I played in several city sports leagues and now I have a 7 year old son playing in several organizational sports leagues. I also have been a long time user of the boat ramps and waterfront facilities. Having lived in several different cities over the 17 years I did not live in Washington gives me a unique perspective of comparing Washington to other cities recreation services. And being a city property tax payer, I think I have a balanced view of wanting first class recreational facilities with cost along with other city services I enjoy and think the city should provide. I think it is important for citizens to be involved in the community and this is one way I can give back.

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.

11/9/13

Date

Signature 

NOTE: Application will remain on file for six (6) months. Expiration Date: January 13, 2014

Requested Board - Recreation Advisory Committee

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

NAME Annie D. Moore

ADDRESS 1112 Van Norden St. Washington NC. 27889

PHONE (WORK) _____ (HOME) 252-402-0363

E-MAIL ADDRESS ms_ann_master@yahoo.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 37 YEARS

YEARS OF EDUCATION some 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 qualified for this position because I have a love of people and can separate personal feelings from what is best for the majority. I have participated in several areas of decision making and shut off of an out reach program. I am loyal and reliable. As a person who uses the out

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.

1/2/2014
Date

Annie D. Moore
Signature

several services and facilities offered by the recreation dept. I have hands on experience as to some of the great things that have changed and more that can be done.

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

Name Matthew Ray Babcock

Address 210 West 12th Street; Washington, NC

Phone Numbers 252-608-3522 (Business) 252-940-1658 (home, cell or both)

Email Address Matthew.r.babcock@wellsfargo.com

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

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

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

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

If yes, please explain. _____

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

I have worked for several years in the Greenville area focusing on community needs primarily focused on poverty and hunger. This work has been done in conjunction with St. Paul's Episcopal Church and the Food Bank of Eastern North Carolina. In addition, I have lived in Washington for the past two years and continue to work for Wells Fargo Bank. As a bank officer, I am constantly in contact with local citizens and have a passion for working to better my community.

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

Matthew Ray Babcock
(Signature)

1/19/13
(Date)

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

Name Barbara Gaskins

Address 719 E 9TH STREET WASHINGTON NC 27889

Phone Numbers 252-721-8155 (Business) 252-940-1254 (home, cell or both)

Email Address BGASKINS@COASTALHORIZONS.ORG

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

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

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

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

If yes, please explain. _____

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

I have the ability to work with and through people. I have many years experience working with MH/DD/SAS populations.

I feel that I can put a fresh outlook on current relations as well as work together with others to bring in creative and new ideas that increase the relationship with the community as a whole.

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


(Signature)

10/28/13
(Date)



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: January 13, 2014
Subject: Metropolitan Housing Legally Binding Commitment Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the City Manager to execute an amended legally binding commitment with Metropolitan Housing and Community Development Corporation, Inc.

BACKGROUND AND FINDINGS:

The Department of Commerce and Community Assistance (DCA) closed CDBG grant 05-C-1490 due not constructing and selling five homes to qualifying individuals. The City contributed \$90,000 to the project and the grant was for an additional \$250,000. The City is required to repay \$250,000 at the rate of \$25,000 in year one, July 1, 2013, and \$75,000 per year for three additional years. The repayment will be reduced \$50,000 for each home that is built and occupied by a qualified individual. The amended legally binding commitment, promissory note, and deed of trust have been revised to be consistent with the City's investment in the project and repayment exposure to the DCA. Metropolitan has executed the revised documents.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Amendment to Legally Binding Commitment
- Promissory Note
- Deed of Trust

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *bw* Concur _____ Recommend Denial _____ No Recommendation
1/13/14 Date

Amendment to Legally Binding Commitment City of Washington and Metropolitan Housing and Community Development Corporation, Inc. FY2005 CDBG Housing Development Program

This Amendment to Legally Binding Commitment for the City of Washington FY05 CDBG Housing Development Program (hereinafter referred to as the "Agreement") is entered into as of the _____ day of _____, 2014, by and between the City of Washington (hereinafter referred to as the "City") and Metropolitan Housing and Community Development Corporation, Inc. (hereinafter referred to as "METROPOLITAN").

RECITALS

WHEREAS, the City received an FY05 Community Development Block Grant-Housing Development (hereinafter referred to as "Grant") in the amount of \$250,000.00 from the North Carolina Department of Commerce, Division of Community Assistance (hereinafter referred to as "DCA"). The purpose of the Grant is to provide funds for land acquisition; the construction of infrastructure that will be maintained by the City; and the development, construction, conveyance, and occupancy of five (5) stick built homes specifically for, to, and by low to moderate income individuals/households (hereinafter referred to as "LMI") within the time period allowed by the Grant, DCA, and/or any Workout Plan accepted by DCA, which Grant is incorporated herein by reference as if fully set forth.

WHEREAS, METROPOLITAN is a nonprofit organization that promotes asset building strategies for LMI in the City and Beaufort County, and will perform its obligations under this Agreement consistent with the terms, conditions, and considerations contained herein, said Grant, the FY05 Grant Project Application (hereinafter referred to as "Grant Application"), the Grant Agreement, Funding Approval and any and all subsequent amendments thereto, extensions thereto, any Workout Plan accepted by DCA, and/or other relevant conditions imposed by DCA, all of which are incorporated herein by reference as is if fully set forth (collectively may be referred to as "Grant Documents").

WHEREAS, the release of Grant funds by DCA was contingent upon, among other things, a legally binding commitment between the City and METROPOLITAN that obligates both parties to fulfill the terms of the Grant and, more particularly, defines METROPOLITAN's specific commitment to utilize Grant funds to acquire, develop, construct and convey said homes to LMI.

WHEREAS, the parties hereto previously entered into Legally Binding Commitments dated January 31, 2007 and March 15, 2011, a Promissory Note dated March 11, 2011 (hereinafter referred to as "Original Promissory Note") and a Deed of Trust dated April 27, 2011 (hereinafter referred to as "Original Deed of Trust").

WHEREAS, said March 15, 2011 Legally Binding Commitment required METROPOLITAN to, among other things, reimburse the City for any amount of Grant funds that DCA requires the City to repay to DCA.

WHEREAS, by correspondence dated May 6, 2013, DCA closed said Grant, made a finding that "... the City had failed to document that it has achieved an eligible CDBG National Objective ...", and directed the City to repay Community Assistance (DCA) \$250,000.00 by May 30, 2013. Said correspondence is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth.

January 13, 2014

WHEREAS, by correspondence dated June 4, 2013, DCA approved “the City’s submitted plan to repay the CDBG Program over a ten year period with equal annual payments of \$25,000.00 beginning July 1, 2013.” Said correspondence is attached hereto as Exhibit B and incorporated herein by reference as if fully set forth.

WHEREAS, the City has made said first annual payment of \$25,000.00 to DCA.

WHEREAS, by later correspondence from Richard B. Self, DCA indicated that “the outstanding debt for the City of Washington will be decreased by \$50,000.00 for each unit constructed and occupied by a Low-to-Moderate Income individual family. Any funds already reimbursed to DCA will not be eligible for return to the City as a result of the potential reductions in the future.” Said correspondence is attached hereto as Exhibit “C” and incorporated herein by reference as if fully set forth.

WHEREAS, after the above referenced correspondence, DCA verbally informed the City that said repayment shall occur over a three year period rather than a ten year period.

WHEREAS, by correspondence dated November 8, 2013, the City submitted a Workout Plan to DCA (herein referred to as “Workout Plan”). Said correspondence is attached hereto as Exhibit “D” and incorporated herein by reference as if fully set forth.

WHEREAS, in conjunction with said Grant, the City loaned METROPOLITAN \$60,000.00, expended \$10,000.00 for the benefit of METROPOLITAN for additional infrastructure, and expended \$20,000.00 for the benefit of METROPOLITAN for lot clearing. The aforementioned amounts total \$90,000.00 and shall hereafter be referred to as “Loan”.

WHEREAS, said Original Promissory Note and Original Deed of Trust require METROPOLITAN to repay said \$60,000.00 loan if METROPOLITAN does not satisfy certain obligations in said March 15, 2011 Legally Binding Commitment or the Grant Documents.

WHEREAS, upon execution of this Agreement and a related, new Promissory Note as well as a new Deed of Trust, this Agreement shall be a novation of and replace, in their entirety, said Legally Binding Commitments referenced above dated January 31, 2007 and March 15, 2011 and said Legally Binding Commitments shall be void, cancelled and of no further legal affect.

WHEREAS, upon completion of Phase 1 as contemplated by the Grant Documents, the parties anticipate that METROPOLITAN will apply to DCA for funding for Phase 2 as contemplated by the Grant Documents. Phase 2 currently includes the construction and completion of infrastructure, including paving, necessary to support the full housing development contemplated by the Grant Documents, including the five (5) affordable housing units of Phase 1.

NOW, THEREFORE, in consideration of and in exchange for the mutual promises set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and METROPOLITAN mutually agree as follows.

PART A – ACTIVITIES AND PERIOD OF PERFORMANCE

Section 1 METROPOLITAN will perform the following.

January 13, 2014

1. Construct and complete installation of the infrastructure, with the exception of paving, contemplated by the Grant Documents, as amended, as necessary to support the five (5) affordable housing units of Phase 1.
2. Complete construction, conveyance and occupancy of five (5) affordable housing units for, to, and by LMI consistent with and as described in the Grant Documents in accordance with the following schedule: at least two (2) units by June 30, 2014, at least four (4) units by June 30, 2015, and five (5) units by June 30, 2016.
3. Qualify and counsel potential homebuyers to purchase completed units.
4. Market and coordinate the sale of the properties to LMI households.
5. Address all questions regarding the Grant and Grant Documents to the City-appointed Grant contact, not DCA.
6. Fulfill all of its and the City's obligations under the Grant and Grant Documents that are either directly or indirectly dependent upon METROPOLITAN for fulfillment. Such obligations include, but are not limited to, complying with all applicable certifications and requirements, including but not limited to those certifications and requirements required by the North Carolina Department of Commerce and DCA. As may be more specifically provided for in the Grant Documents, METROPOLITAN shall, among other things, comply with the procurement standards set forth in 4 N.C. Administrative Code 19L. 0908.
7. Simultaneously with the execution hereof, METROPOLITAN shall execute and deliver to the City a new Promissory Note and a new Deed of Trust, in a form satisfactory to the City in the City's sole discretion, secured, singularly or collectively, by all properties acquired in conjunction with this Agreement and the Grant, including Grant funds. Said new Promissory Note and new Deed of Trust shall be in the amount of \$340,000.00, which amount consists of \$250,000.00 in Grant funds previously expended and the \$90,000.00 Loan (collectively may be referred to as "Indebtedness").
8. After the conclusion of the Workout Plan or the date of the last payment made by the City to DCA of any amounts DCA requires, or heretofore required, the City to make pursuant to the Grant or the Workout Plan without the possibility of reimbursement of the same or a portion thereof by DCA to the City, whichever occurs last, the City shall provide METROPOLITAN written notice of the net amount of payment(s) made by the City to DCA pursuant to the Grant or Workout Plan (hereinafter referred to as "Grant Payment Amount"). Said net amount shall be established by adding all payments made by the City to DCA under the Grant or Workout Plan and subtracting any reimbursement of such payments to the City by DCA.
9. Said written notice shall also contain any amount of the Loan (hereinafter referred to as "Loan Payment Amount") that METROPOLITAN is required to repay the City. Said Loan Payment Amount, if any, shall be an amount that equates to the same percentage of the total Loan as the Grant Payment Amount is to \$250,000.00. For example, if the Grant Payment Amount is \$125,000.00, the Loan Payment Amount shall be \$45,000.00.
10. Within _____ days of such written notice (hereinafter "Due Date"), METROPOLITAN shall reimburse the City said Grant Payment Amount and repay the City said Loan Payment Amount. Any amount of Grant funds previously expended that are not required by the City to be reimbursed by METROPOLITAN as hereinabove provided, shall not be reimbursed by METROPOLITAN to the City. Any amount of said Loan that is not required by the City to be repaid by METROPOLITAN as hereinabove provided, shall be forgiven.
11. Notwithstanding anything herein, in the new Promissory Note, or the new Deed of Trust to the contrary, in the event METROPOLITAN does not fully satisfy all of the conditions and requirements of this Agreement by the Due Date, METROPOLITAN shall, within thirty (30) days of the City's written demand that may be issued in the City's sole discretion, reconvey to the City all portions of the real property that

January 13, 2014

a) are secured by the new Deed of Trust and b) not conveyed by METROPOLITAN to LMI consistent with the Grant Documents.

Section 2 The City will perform the following:

1. Upon METROPOLITAN's completion of the infrastructure, as hereinabove described, the City shall maintain the infrastructure constructed for the five (5) affordable housing units of Phase 1.
2. Provide METROPOLITAN with copies of relevant DCA correspondence regarding the project including, but not limited to, policy interpretation or changes, reporting requirements, etc.
3. Upon execution of this Agreement, the new Promissory Note, and the new Deed of Trust, the City shall mark the previous, above referenced Original Promissory Note dated March 15, 2011 "VOID" and deliver the same to METROPOLITAN.
4. Upon execution of this Agreement, the new Promissory Note, and the new Deed of Trust, the City shall cancel the previous, above referenced Original Deed of Trust of record within a reasonable period of time.

PART B – TERM OF AGREEMENT

This Agreement shall commence on the day first above written and continue until the above referenced Indebtedness is paid or otherwise satisfied and METROPOLITAN has fulfilled its obligation, if applicable, under Part A, Section 1.11 hereof.

PART C – MISCELLANEOUS/SPECIAL CONDITIONS

1. The City and DCA, or their respective duly authorized representatives, shall have the right to request status reports from METROPOLITAN regarding the progress of programmed activities funded through the Grant.
2. METROPOLITAN shall keep and maintain all books, records, and other documentation that are its responsibility, under its control, and directly related to its receipt and disbursement of Grant funds and its fulfillment of this Agreement as well as the Grant.
3. This Agreement constitutes a legally enforceable contract and shall be governed by and construed in accordance with the laws of the State of North Carolina.
4. Liabilities and Loss: The City assumes no liability with respect to accidents, bodily injury, illness, breach of contract, or any other damages or loss, or with respect to any claims arising out of any activities undertaken by METROPOLITAN under this Agreement, whether with respect to persons or property of METROPOLITAN, or third parties. METROPOLITAN agrees to obtain insurance or otherwise protect itself or others as it may deem desirable. Further, METROPOLITAN agrees to indemnify, defend and save harmless the City and its officers, agents and employees from any and all claims and losses arising from this Agreement, including but not limited to those claims and losses accruing or resulting to any and all subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by METROPOLITAN or its agents in the performance of this Agreement.
5. METROPOLITAN shall at all times comply with all laws, ordinances, and regulations of federal, state, and local governments which may in any manner affect or be related to the performance of this Agreement.

January 13, 2014

6. METROPOLITAN may not assign any interest in this Agreement, nor transfer any interest in the same, without the written consent of the City.
7. METROPOLITAN represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement and the Grant Documents. Such employees shall not be employees of the City. Such personnel shall be fully qualified and shall be authorized under state and local law to perform the required services.
8. In carrying out the terms and conditions of this Agreement, METROPOLITAN is an independent party from the City and is not an agent or employee of the City. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between the City and METROPOLITAN.
9. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.
10. Said new Promissory Note and new Deed of Trust shall, among other things, secure METROPOLITAN's performance of its obligations arising from the Grant, the Grant Documents, and this Agreement. METROPOLITAN may make application to the City for a release(s) from said new Promissory Note and new Deed of Trust. Said application for a release must include, among other things, such evidence and documentation as the City may, in its sole discretion, require in order to verify that METROPOLITAN has an LMI qualified purchaser(s) who has(have) secured qualified financing for the housing unit or units to be released.

PART D – NON-PERFORMANCE BY METROPOLITAN

Among other possible remedies and recourses of action, the City may pursue collection of the above referenced new Promissory Note as well as new Deed of Trust through foreclosure of the same upon METROPOLITAN's failure to perform any obligation required by or arising from this Agreement, the Grant, or the Grant Documents.

PART E – COMMUNITY DEVELOPMENT BLOCK GRANT PROVISIONS

1. CONFLICT OF INTEREST: MEMBERS, OFFICERS, OR EMPLOYEES OF THE LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS:

No member, officer, or employee of the City, no members of the governing body of the locality or localities who exercise any functions or responsibilities with respect to the CDBG-HD program during his tenure and for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The City and METROPOLITAN shall incorporate, or cause to be incorporated, in all contracts arising herefrom a provision prohibiting such conflict of interest consistent with the purpose of this section.

2. NON-DISCRIMINATION

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the performance of this Agreement.

January 13, 2014

No qualified personnel shall, on the basis of age or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the performance of this Agreement.

3. EXECUTIVE ORDER 11246 CLAUSE

- (i) METROPOLITAN and the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. METROPOLITAN and the City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment; upgrading, demotion, or transfer; recruitment and advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. METROPOLITAN and the City agree to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- (ii) METROPOLITAN and the City will, in all solicitations or advertisements for employees placed by or on behalf of METROPOLITAN or the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (iii) METROPOLITAN and the City will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of METROPOLITAN and the City commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (iv) METROPOLITAN and the City will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (v) METROPOLITAN and the City will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (vi) In the event METROPOLITAN or the City fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and METROPOLITAN or the City may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (vii) METROPOLITAN and the City will include the provisions of this and the preceding Paragraphs (i) through (vi) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965

January 13, 2014

so that such provisions will be binding upon each subcontractor or vendor. METROPOLITAN and the City will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event METROPOLITAN or the City become involved in, or are threatened with litigation by a subcontractor or vendor as a result of such direction by the contracting agency, METROPOLITAN or the City may request the United States to enter into such litigation to protect the interests of the United States.

4. SECTION 3 COMPLIANCE IN THE PROVISION OF EMPLOYMENT AND BUSINESS OPPORTUNITIES

- (i) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- (ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (iii) METROPOLITAN and the City will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Contractor or understanding if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (iv) METROPOLITAN and the City will include these Section 3 clauses in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. Neither METROPOLITAN nor the City will subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (v) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be conditions of the federal financial assistance provided for in conjunction with the project and shall be binding upon the applicant or recipients for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

January 13, 2014

5. NON-DISCRIMINATION CLAUSE CONCERNING HANDICAP AND AGE

METROPOLITAN/the City will not discriminate on the basis of age under the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C 6101 et seq.), or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), or as otherwise prohibited by state or federal law.

6. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents must be maintained during the operation of this project and for five (5) years following close out in compliance with 15 NCAC13.1 Rule 0922, Record Keeping.

The Department of Commerce, the North Carolina Department of Treasurer, the Controller, the Attorney General of North Carolina, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the administering agency which are pertinent to the execution of this Agreement for the purpose of making audits, examinations, excerpts, and transcripts.

7. LOBBYING CLAUSE

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grants, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLC, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

IN WITNESS THEREOF, the City and METROPOLITAN have executed this Agreement through duly authorized representatives, all as of the date written above.

(Signatures On Following Page)

January 13, 2014

PRE-AUDIT CERTIFICATE

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

Matt Rauschenbach, Chief Financial Officer
City of Washington

**METROPOLITAN HOUSING AND COMMUNITY
DEVELOPMENT CORPORATION, INC.**

CITY OF WASHINGTON

By: _____ (SEAL)

By: _____ (SEAL)

Reverend David L. Moore
Printed Name
Chief Executive Officer
Title

Brian Alligood
Printed Name
City Manager
Title

Date

Date

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Reverend David L. Moore personally appeared before me this day, and being duly sworn by me, acknowledged that he is Chief Executive Officer of **Metropolitan Housing and Community Development Corporation, Inc.**, and that by authority duly given and as the act of METROPOLITAN Housing and Community Development Corporation, Inc. the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____ 2014.

Notary Public

My Commission expires: _____

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Brian Alligood personally appeared before me this day, and being duly sworn by me acknowledged that he is the City Manager of the **City of Washington**, and that by authority duly given and as the act of the City the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____ 2014.

Notary Public

My Commission expires: _____

January 13, 2014

EXHIBIT A



North Carolina
Department of Commerce
Community Assistance
Community Development & Planning Division

Pat McCrory, Governor

Sharon Allred Decker, Secretary
Richard B. Self, Director

May 6, 2013

The Honorable Archie N. Jennings, Mayor
City of Washington
Post Office Box 1988
Washington, North Carolina 27889-1988

Subject: Closeout of Grant
CDBG Number: 05-C-1490

Dear Mayor Jennings:

We affirmed in our letter dated January 9, 2013, the subject Community Development Block Grant (CDBG) had a firm, amended closeout deadline of March 11, 2013. That extended deadline has passed and the original project closeout deadline of November 10, 2009, is now more than 4 years past due. We are unable to extend this project any further.

Therefore, Community Assistance (CA) is closing this grant. The city has failed to document that it has achieved an eligible CDBG National Objective, therefore the money expended on the project is required be repaid to the CDBG program. The City of Washington must repay Community Assistance \$250,000.00 by May 30, 2013. On June 1, 2013 all funds for open grants will be frozen until payment is received. Checks should be made payable to the Department of Commerce, Division of Community Assistance.

Thrive NC

100 East Six Forks Road, Suite 200 • 4313 Mail Service Center • Raleigh, North Carolina 27699-4313
Tel: (919) 571-4900 • Fax: (919) 571-4951
www.nccommerce.com

January 13, 2014

The Honorable John A. Hinton, Mayor
May 6, 2013
Page 2

If you have questions regarding this matter please call Mr. Charlie Thompson Jr., Chief, Grants Management Section at (919) 571-4965.

Sincerely,



Richard B. Self
Director

Enclosure

cc: Mr. Josh Kay, City Manager
Mr. John Rodman, Planning Director
Mr. Reed Whitesell, Grant Administrator
Ms. Toni Moore, CA Budget Officer

January 13, 2014



North Carolina
Department of Commerce
Community Assistance
Community Development & Planning Division

Pat McCrory, Governor

Sharon Allred Decker, Secretary
Richard B. Self, Director

June 4, 2013

The Honorable Archie Jennings, Mayor
City of Washington
Post Office Box 1988
Washington, North Carolina 27889-1988

Subject: Closeout of Grant and Repayment of Grant Funds
CDBG Number: 05-C-1490

Dear Mayor Jennings:

The Division of Community Assistance (CA) is in receipt of the city's letter requesting an installment plan for repaying the \$250,000 of Community Development Block Grant (CDBG) funds for the above-referenced grant.

The Division of Community Assistance approves the city's submitted plan to repay the CDBG Program over a ten year period with equal annual payments of \$25,000 beginning July 1, 2013. If the repayment is not received by the date of the 1st of each month beginning with July 1, 2013, CDBG funds for all of the city's open CDBG awards will be frozen.

Please contact Ms. Joyce Smith, Grants Management Representative at (919) 571-4900 or email jsmith@nccommerce.com for questions or grant assistance.

Sincerely,

Handwritten signature of Richard B. Self in cursive.

Richard B. Self
Director

RBS/JBS/TW

Mr. Joshua L. Kay, City Manager
Mr. Franz Holscher, City Attorney
Mr. John Rodman, Community & Cultural Services Director
Mr. J. Reed Whitesell, Holland Consulting Planners
Ms. Toni Moore, Finance, DCA

Thrive NC
100 East Six Forks Road, Suite 200 • 4313 Mail Service Center • Raleigh, North Carolina 27699-4313
Tel: (919) 571-4900 • Fax: (919) 571-4951
www.nccommerce.com

January 13, 2014



RECEIVED JUL 30 2013

North Carolina
Department of Commerce
Community Assistance
Community Development & Planning Division

Pat McCrory, Governor

Sharon Allred Decker, Secretary
Richard B. Self, Director

Brian M. Alligood, City Manager
City of Washington
PO Box 1988
Washington, NC 27889

Dear Mr. Alligood:

In accordance with the correspondence from Ms. Vickie Miller the number of units was decreased from twelve units to five units. Five units places a grant value of \$50,000 per unit. Based on this, the outstanding debt for the City of Washington will be decreased by \$50,000 for each unit constructed and occupied by a Low-to-Moderate Income individual family. Any funds already reimbursed to DCA will not be eligible for return to the City as a result of the potential reductions in the future.

I am glad we were able to work out a satisfactory arrangement going forward. If additional information is needed please feel free to contact me.

Sincerely


Richard B. Self, Director

cc: Charlie Thompson, Section Chief
Toni Moore, Business Officer

Thrive NC
100 East Six Forks Road, Suite 200 • 4313 Mail Service Center • Raleigh, North Carolina 27699-4313
Tel: (919) 571-4900 • Fax: (919) 571-4951
www.nccommerce.com

EXHIBIT "D"

Mayor
Archie Jennings

City Manager
Brian M. Alligood



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

November 8, 2013

Mr. Richard Self, Director
NC Division of Community Assistance
4313 Mail Service Center
Raleigh, NC 27699-4313

Re: Request for Performance Extension
Washington FY05 CDBG-HD Grant #05-C-1490

Dear Mr. Self:

It was a pleasure meeting with you and Reverend David Moore of Metropolitan Housing and Community Development Corporation, Inc. (Metropolitan) on October 11th regarding the above referenced grant. Thank you again for meeting with us and extending the opportunity for the City of Washington (City) and Metropolitan to discuss possible alternatives to avoiding further reimbursement of the grant funds expended on the City's FY05 CDBG Housing Development Grant. We again appreciate your understanding of the background with respect to the fiscal difficulties posed by non-performance to date on both this CDBG housing development project and the FY09 CDBG housing development project. Moreover, we sincerely respect your willingness to allow us to present the following workout plan discussed during our meeting which should allow your agency to display project performance to HUD while avoiding a costly penalty to the City and Metropolitan.

Agreed Actions: Performance Periods, Reimbursement Payments, Performance Conditions, and Monitoring Conditions.

In as much as the grant has been closed out, the number of housing units required to be conveyed to low to moderate income households (LMI) has been reduced to five, and the City has reimbursed the North Carolina Division of Community Assistant (DCA) \$25,000.00 of the \$250,000.00 in grant funds expended, the City and Metropolitan would be obligated to make the following reimbursement payments for the prescribed performance periods in accordance with the performance conditions below.

Performance Periods	Reimbursement Payments
1. October 11, 2013 – July 1, 2014	\$75,000.00
2. July 2, 2014 – July 1, 2015	\$75,000.00
3. July 2, 2015 – July 1, 2016	\$75,000.00

102 East Second Street, Washington, North Carolina 27889
(252) 975-9300
www.washingtonnc.gov

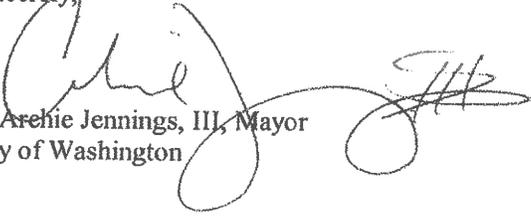
January 13, 2014

Performance Conditions: Demonstrate construction of five housing units in Keys Landing Subdivision and conveyance to as well as occupancy of those five housing units by LMI by July 1, 2016. The City and Metropolitan shall receive a credit against the reimbursement payments referenced above in the amount of \$50,000.00 for each qualifying housing unit that is occupied by LMI prior to the end of each performance period. Any deficit due at the end of a performance period shall be paid within thirty (30) days. Any surplus credit existing at the end of a performance period shall be rolled forward to the next performance period. In the event there exists a surplus credit for over performance at the conclusion of any performance period, DCA will consider a refund of any previous reimbursement payment, including the above referenced \$25,000.00 payment previously paid by the City to DCA, to the extent of any such surplus.

Monitoring Conditions: Beginning in November of 2013, Metropolitan shall submit monthly performance reports to the City and the City shall forward each report to DCA through a cover letter from the City Manager. Each such report shall outline the progress to date on housing units to be constructed by Metropolitan and any conveyances to LMI that have been made.

Again, thank you for your visit and this opportunity. Please give Brian Alligood a call at 252-975-9319 if you require any additional information or clarification.

Sincerely,


N. Archie Jennings, III, Mayor
City of Washington

FFH:hw

cc: Brian Alligood, City Manager
✓ Franz F. Holscher, City Attorney
Reverend David Moore, Metropolitan
John Rodman, Community & Cultural Resources
Reed Whitesell, Holland Consulting Planners

January 13, 2014

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned (“Borrower”) promises to pay to the City of Washington or order (the “Holder”) the principal sum of \$340,000.00, together with interest after default, all as described below.

The Borrower acknowledges that the Holder has advanced the dollar amount indicated above pursuant to the Amendment to Legally Binding Commitment by and among the Borrower and the Holder (the “Agreement”) dated _____, 2014, which Agreement is incorporated herein by reference as if fully set forth. As more specifically provided for therein, said Agreement requires the Borrower to, among other things, construct and convey five (5) affordable housing units to low to moderate income individuals/households (“LMI”) as well as to fulfill all of the Borrower’s and the Holder’s obligations under the related Grant Documents (as that term is defined in the Agreement) that are either directly or indirectly dependent upon the Borrower for fulfillment. The terms of said Grant Documents also are incorporated herein by reference as if fully set forth. In the event that all or a portion of the required number of affordable housing units are not constructed and conveyed to LMI within time periods that will avoid the Division of the Community Assistance (DCA) from requiring the Holder to make one or more additional payments to DCA, as more specifically provided for in the Agreement, all or a portion of the amount indicated above shall be subject to repayment to the Holder or its designee. The Borrower hereby agrees to pay to the Holder, in accordance with including within the time required by the Agreement, any Grant Payment Amount and/or Loan Payment Amount (as those terms are defined in the Agreement) that the Borrower may become obligated to repay the Holder pursuant to said Agreement. As more specifically provided for in the Agreement, all such amounts due thereunder and hereunder shall be due within sixty (60) days of written notice from the Holder to the Borrower. If not paid within sixty (60) days following such written notice, the unpaid principal of this Promissory Note (“Note”), and all other sums due under this Note or any instrument securing this Note, shall bear interest at the rate of 10 % per annum after demand until paid.

Upon default, the Holder may employ an attorney to enforce the Holder’s rights and remedies, and the Borrower, maker, principal, surety, guarantor, and endorsers of this Note hereby agree to pay the Holder reasonable attorney’s fees not exceeding a sum equal to 15% of the outstanding balance owing on the Note, plus all other reasonable expenses incurred by the Holder in exercising any of the Holder’s rights and remedies upon default. The rights and remedies of the Holder as described in this Note and any instrument securing this Note shall be cumulative and may be pursued singularly, successively, or together against the Borrower, the property described in any such security instrument, or any other funds, property, or security held by the Holder for payment or security, in the sole discretion of the Holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

All parties to this Note, including the Borrower and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest, and all other sums due under this Note or the Agreement and any instrument securing this Note or the Agreement notwithstanding any change or changes by way of release, surrender, exchange, modification, or substitution of any security for this Note, or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of

January 13, 2014

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such change or changes and agree that the same may be made without notice or consent of any of them.

The Holder shall not, by any act, delay, omission, or otherwise, be deemed to have waived any of its rights under this Note or the Agreement. No waiver by the Holder of any of its rights under this Note or the Agreement shall be valid unless in writing, and then only to the extent therein set forth. Waiver by the Holder of any right or remedy under the terms of this Note or the Agreement on any one occasion shall not be construed as a bar to the Holder exercising any right or remedy on any future occasion. This Note may not be amended, changed, or altered except in writing executed by the Holder and the Borrower.

This Note evidences a debt payable by the Borrower and is given for monies that may become owed under the Agreement and will be secured by a Deed of Trust of even date herewith, which Deed of Trust shall be a lien upon the property therein described.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina, excluding its conflict of laws provisions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed under seal, pursuant to authority duly given, the day and year below written.

Dated as of the _____ day of _____, 2014.

**METROPOLITAN HOUSING AND
COMMUNITY DEVELOPMENT
CORPORATION, INC.**

By: _____ (SEAL)

Reverend David L. Moore
Printed Name
Chief Executive Officer
Title

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Reverend David L. Moore personally appeared before me this day, and being duly sworn by me, acknowledged that he is Chief Executive Officer of **Metropolitan Housing And Community Development Corporation, Inc.**, and that by authority duly given and as the act of Metropolitan Housing And Community Development Corporation, Inc. the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____, 2014.

Notary Public

My Commission expires: _____

January 13, 2014
Page 154 of 184

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, 20__

Signed: _____

PREPARED BY AND RETURN TO:

RODMAN, HOLSCHER, PECK & EDWARDS, P. A.

Attorneys at Law

320 North Market Street

Post Office Box 1747

Washington, NC 27889

Telephone: (252) 946-3122

Property Address: 9.885 acres and 2.225 acres as shown on Plat Cabinet H, Slide 70-3, Beaufort County Registry

THIS DEED OF TRUST, made this _____ day of _____, 2014, by and between Metropolitan Housing and Community Development Corporation, Inc. and having an address of 102 West 4th Street, Washington, North Carolina 27889 (“Grantor”); Franz F. Holscher having an address of PO Box 1747, Washington, North Carolina 27889 (“Trustee”); and the City of Washington having an address of PO Box 1988, Washington, North Carolina 27889 (“Beneficiary”). The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, the Beneficiary has advanced to, or for the benefit of, the Grantor the sum of Three Hundred Forty Thousand and 00/100 DOLLARS (\$340,000.00) (the “Loan”) as evidenced by a Promissory Note (“Note”) from the Grantor to the Beneficiary dated _____, 2014 and an Amendment to Legally Binding Commitment (“Agreement”) between Grantor and Beneficiary dated _____, 2014, the terms of which Note and Agreement are incorporated herein by reference as if fully set forth, which sum together with any amounts advanced to protect the security of this Deed of Trust shall be the total amount secured.

WHEREAS, it has been agreed that the Loan shall be secured by the conveyance of the land described in this Deed of Trust.

NOW, THEREFORE, as security for said indebtedness, advances and other sums extended by Beneficiary pursuant to this Deed of Trust and cost of collection (including attorneys fees as provided in the Note) and other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents, bargain, sell, give, grant, and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Washington and Washington Township, Beaufort County, North Carolina, (the “Premises”), together with all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the Premises, and more particularly described as follows.

See attached Exhibit A

TO HAVE AND TO HOLD said Premises, with all privileges and appurtenances thereunto belonging to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions and for the uses herein set forth.

January 13, 2014

Page 155 of 184

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, and all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums coming due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be any default in any of the terms, covenants or conditions of the Note secured hereby or any failure or neglect to comply to the satisfaction of the Beneficiary, in its sole discretion, with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within the time period established by written notice to cure said default, or if no time period is provided for then within fifteen (15) days after written notice, then and in any of such events, without further notice, the Note shall, at the option of and upon demand of the Beneficiary, at once become due and payable and it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice of and advertising the time and place of such sale in such manner as may then be provided by law, and upon such sale and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall, after the Trustee retains the Trustee's commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five percent (5%) of the outstanding indebtedness, in accordance with the following schedule, to wit: one-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (1/2) thereof after issuance of said notice, three-fourths (3/4) thereof after such hearing; and the full commission after the initial sale.

The Grantor does hereby covenant and agree with the Trustee and Beneficiary as follows.

1. **INSURANCE.** Grantor shall keep the Premises and all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall also insure all improvements on the Premises, whether now in existence or subsequently erected, against loss by flood as may be required by the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefore, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefore or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises before the same shall become past due. In the event that Grantor fails to so pay all taxes, assessments, and charges as herein required, then the Beneficiary at its option, may pay the same and the amount so paid shall be added to the principal of the Note secured by this Deed of Trust and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon and authorizes Beneficiary to enter upon and take

possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and, after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefore is included in this Deed of Trust or the Agreement. In the event a partial release provision is included in this Deed of Trust or the Agreement, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. WASTE. Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. CONDEMNATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions, if any, hereinafter stated on Exhibit B.

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce this trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and, upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

9. SALE OF PREMISES. Grantor agrees that, if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation to do so, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTIONS. In the event that the Trustee is named as a party in any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action, and the reasonable attorney's fees of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust, and shall be due and payable by Grantor upon demand of the Beneficiary, and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. SUBORDINATION. Any subordination of this lien to additional liens or encumbrances shall be only upon the written consent of the Beneficiary.

16. RIGHT TO INSPECT. To assure and protect its right in this Deed of Trust and the Premises, the Beneficiary shall have the right of access to and inspection of the Premises at reasonable times and with reasonable notice to the Grantor.

17. NOTICES. Any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or mailing it by first class mail to the respective addresses stated herein or any address a party hereto designates by notice to the other.

18. HAZARDOUS MATERIALS. Borrower warrants that:

- (i) the Property shall be kept free of Hazardous Materials,
- (ii) Borrower shall not permit the installation, generation, transportation or release of Hazardous Materials in or on the Property.
- (iii) Borrower shall at all times comply with all applicable Environmental Laws affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any Environmental Laws.
- (iv) Borrower shall immediately give Lender oral and written notices in the event that Borrower knows of a violation of these warrants or receives any notice from any governmental agency or other party with regard to Hazardous Materials affecting the Property,

Borrower hereby agrees to indemnify Lender and hold Lender harmless from any losses, liabilities, damages, injuries (including but not limited to attorney's fees) and claims incurred or suffered by or asserted against Lender, as a direct or indirect result of any warranty or representation made by Borrower in this paragraph (Hazardous Materials) being false or untrue in any material respect.

For purposes of this Deed of Trust, "Hazardous Material" means petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, defined as such in the Environmental Laws.

For purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any "Superfund" or "Superlien" law, or any other federal, state or local law relating to standards of conduct concerning any petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or hazardous, toxic or dangerous waste.

19. GOVERNING LAW. This Deed of Trust is to be governed and construed in accordance with the laws of the State of North Carolina.

January 13, 2014

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IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

METROPOLITAN HOUSING AND COMMUNITY DEVELOPMENT CORPORATION, INC.

By: _____ (SEAL)

Reverend David L. Moore
Printed Name
Chief Executive Officer
Title

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Reverend David L. Moore personally appeared before me this day, and being duly sworn by me, acknowledged that he is Chief Executive Officer of **Metropolitan Housing and Community Development Corporation, Inc.**, and that by authority duly given and as the act of Metropolitan Housing and Community Development Corporation, Inc. the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____, 2014.

Notary Public

My Commission expires: _____

EXHIBIT A

Lying and being in the City of Washington, Beaufort County, North Carolina, more particularly described as follows:

BEING ALL OF Parcel 1 containing 9.885 acres as shown on that certain survey of Rivers & Associates, Inc. entitled "Boundary Survey Alice G. Bailey Heirs Tract Owner: City of Washington" recorded in the Beaufort County Registry in Plat Cabinet H, Slide 70-3. Reference is made to said survey and the same is incorporated herein for a more complete and adequate description.

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

BEING ALL OF Parcel 2 containing 2.225 acres as shown on that certain survey of Rivers & Associates, Inc. entitled "Boundary Survey Alice G. Bailey Heirs Tract Owner: City of Washington" recorded in the Beaufort County Registry in Plat Cabinet H, Slide 70-3. Reference is made to said survey and the same is incorporated herein for a more complete and adequate description.

January 13, 2014

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Exhibit B
EXCEPTIONS

January 13, 2014

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REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director *AL*
Date: 01-02-14
Subject: Authorize the Manager to Negotiate an Amendment to the Agreement with the Town of Chocowinity for Sewer Capacity.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move Council authorize the Manager to negotiate an amendment to the agreement with the Town of Chocowinity for an additional 8,450 GPD of sewer capacity.

BACKGROUND AND FINDINGS:

This Council Action will authorize the Manager to negotiate an amendment to the existing agreement between the City of Washington and the Town of Chocowinity for sewer capacity. The attached letter from Chocowinity’s Public Works Director, Kevin Brickhouse, indicates their desire to purchase an additional 8,450 gallons per day (GPD) of sewer capacity for the rest area that is to be built along US 17 south of Chocowinity. Also attached as a matter of reference are copies of the minutes from the January 12, 2009 and August 10, 2009 regarding the latest amendment that Council approved to our agreement with Chocowinity for sewer capacity. As you can tell, at that time the price of \$10 per gallon of capacity was agreed upon.

PREVIOUS LEGISLATIVE ACTION

Most recently, August 10, 2009 – authorized the Mayor to execute an amendment to Contract and Agreement with the Town of Chocowinity for sewer capacity.

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

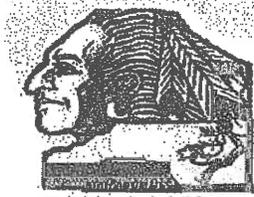
SUPPORTING DOCUMENTS

12-23-13 letter from Town of Chocowinity and excerpt of minutes from January 12, 2009 and August 10, 2009 Council meetings.

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review: *SLA* Concur January 13, 2014 Recommend Denial _____ No Recommendation 1/13/14 Date

JAMES H. MOBLEY, JR., Mayor
JOY A. McROY, Town Clerk
TODD ALLIGOOD, Police Chief
KEVIN BRICKHOUSE, Public Works
Director

Town of Chocowinity



COMMISSIONERS:

LOUISE S. FURMAN
M.L. DUNBAR
ARLENE JONES
WILLIAM J. ALBRITTON

P.O. Box 145 Chocowinity, North Carolina 27817. Phone (252) 946-6568 -- Fax (252) 975-7500

12-23-2013

To: City of Washington
102 East 2nd Street
Washington, NC 27889

Reference: Town of Chocowinity-Industrial Park and Rest Area Sewer Improvement Project.

Subject: Purchase of Waste Water Capacity

The Town of Chocowinity is requesting to purchase 8,450 GPD waste water treatment capacity for the new Rest Area being built on HWY 17 South. This new facility will be in our E.T.J but not in our City limits. We require all new customers outside the City limits to purchase capacity based on 15ANCAC 02T design regulations. This 8,450 GPD was calculated from 26 fixtures at 325GPD per fixture based on those criteria; for the rest area. We thank you for continually working with us to provide sewer to those in our service area. Looking forward to working with the City of Washington once again.

Please direct any questions to: Kevin Brickhouse

Sincerely,
Kevin Brickhouse,
Public Works Director

A handwritten signature in black ink, appearing to read "Kevin Brickhouse".

Mayor Pro tem Mercer said he asked for a report requesting if it was practical or impractical to move the Inspections Department and the memo states it is not practical to move it and he is fine with that.

**MEMO – COMP TIME VS. OVERTIME
(FOR DISCUSSION AT THE JANUARY COMMITTEE OF THE WHOLE)**

Mayor Jennette said the January Committee of the Whole will be to discuss electric rates and requested this item be moved to the February Committee of the Whole. Council agreed to move this item to the February Committee of the Whole.

CHOCOWINITY SEWER AGREEMENT

Mayor Jennette stated this is for a 24 unit subdivision and they are requesting sewer capacity from the City of Washington. Councilman Jennings requested a written request. Allen Lewis, Public Works Director stated he has spoken with Chocowinity's Public Works Director today and it is a 25 lot subdivision. Mr. Lewis noted a conditional agreement could be arranged stating not to exceed 10,000 gallons per day.

On motion of Councilman Jennings, seconded by Mayor Pro tem Mercer, Council unanimously authorized the Manager to write a letter to Chocowinity stating the City will extend sewer capacity not to exceed 10,000 gallons per day.

**ADOPT – ADMINISTRATIVE GUIDELINES AND PROGRAM POLICIES FOR THE
CITY OF WASHINGTON'S CAPACITY GRANT #08-C-1812**

Bobby Roberson, Director of Planning and Development stated these are basically boiler plate guidelines needed to implement the program activities for the Capacity Grant.

On motion of Mayor Pro tem Mercer, seconded by Councilman Jennings, Council unanimously adopted the administrative guidelines and program polices for the Capacity Grant, CDBG #08-C-1811 in order to implement the program activities recommend by the Division of Community Assistance.

(copy attached – guidelines & policies in file)

**AWARD – BID ON A 59 MONTH INSTALLMENT NOTE FOR THE GENERAL FUND,
SEWER FUND, STORM WATER FUND, AND SOLID WASTE FUND AND ADOPT A
RESOLUTION APPROVING THE FINANCING TERMS**

Jim Smith, City Manager stated this is the financing for vehicles and equipment that were authorized by Council in the 2008-2009 budget.

On motion of Mayor Pro tem Mercer, seconded by Councilman Jennings, Council unanimously awarded the \$743,900, fifty-nine month installment note bid to BB&T and adopted a resolution approving the financing terms of the loan.

RESOLUTION APPROVING FINANCING TERMS

WHEREAS: The City of Washington ("City") has previously determined to undertake a project for financing Vehicles and Other Equipment (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated December 29, 2008. The amount financed shall not exceed \$743,900.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.91%, and the financing term shall not exceed fifty-nine (59) months from closing.

proceeding regarding the proper owner. Once that dispute has been resolved, they will approach that owner regarding a sewer easement. If the owner's are unwilling to sign a sewer easement, Council will need to authorize the condemnation of these properties to obtain the property for sewer easements to allow the project to proceed within a timeline that falls within grant funding requirements. Prior authorization from Council to commence condemnation proceedings would be required in order to leverage agreements or to commence condemnation proceedings if negotiations are unsuccessful.

By motion of Councilman Woolard, seconded by Councilman Jennings, Council authorized the City Attorney to commence condemnation proceedings on the property shown on the attached Exhibit A and Exhibit B in order to acquire the necessary easements for extension of sewer from an existing easement to the proposed Keys Landing Subdivision.

AUTHORIZE - MAYOR TO EXECUTE AN AMENDMENT TO CHOCOWINITY SEWER CONTRACT

Allen Lewis, Public Works Director stated the negotiations between the City of Washington and the Town of Chocowinity for the Town to purchase 10,000GPD of capacity in the City's sewer plant have been finalized. The Town of Chocowinity will serve a new residential subdivision within their jurisdiction. On January 12, 2009 the Council authorized the City Manager to write a letter to Chocowinity stating the City will extend sewer capacity not to exceed 10,000 gallons per day. Council discussed the maximum daily flow limit and monthly capacity received from Chocowinity. Mr. Holscher stated the contract should read: "Notwithstanding anything herein to the contrary, the total flow for any given day shall not exceed 150 percent of the total capacity (304,293 gallons per day) heretofore and hereby acquired by Chocowinity from Washington".

By motion of Councilman Woolard, seconded by Councilman Brooks, Council authorized the Mayor to execute an amendment to Contract and Agreement with the Town of Chocowinity for Sewer Capacity to state the average maximum daily flow limit cannot exceed 314,293 or 150% of the total capacity on any given day and allowed the City Attorney to correct the agreement with the stated terms.

ADOPT – RESOLUTION TO ADDRESS UNRESERVED FUND BALANCE

Mayor Pro tem Mercer noted that since the process for the Police Station has been continued, this item should be continued as well. By motion of Mayor Pro tem Mercer, seconded by Councilman Woolard, Council continued this item until further notice.

DISCUSSION - WALKWAY MATERIAL UNDER HWY 32 BRIDGE AT HAVENS GARDENS

Philip Mobley, Parks and Recreation Director stated that Bill Forman's engineering firm met with him a couple of weeks ago and evaluated the cost of a wood walkway versus a concrete walkway. If a concrete walkway is chosen it needs to be installed pretty soon as it would have to be installed prior to the bridge being complete. It would cost approximately \$15,000 more than installing a wood walkway and would last much longer than wood. The first \$15,000 appropriated was for the concrete pilings to be purchased and installed. The next item would be another \$15,000 appropriated for a concrete walkway instead of a wood walkway. Councilman Jennings voiced concern over the cost estimates. The cost for a concrete walkway instead of a wood walkway is actually \$27,000, which is approximately \$15,000 more than installing wood decking. Wooden decking could be installed after the bridge is installed. Councilman Brooks stated he knew that wood would be cheaper, but in the long run concrete will be more cost effective. Council agreed to the concept of having a concrete walkway, but has concerns on where funding will come from.

Councilman Davis made a motion to install a concrete walkway and find the funds, whether it be borrowing funds or some other method. Motion dies for lack of a second.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director *AL*
Date: 01-02-14
Subject: Authorize Manager to Execute a Lease Agreement with Thomas Saccio for the Lease of a Portion of the Maintenance Hangar at Warren Field Airport.

Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move Council authorize the manager to execute the attached lease agreement with Thomas Saccio for the lease of a portion of the maintenance hangar at Warren Field Airport.

BACKGROUND AND FINDINGS:

Please find attached a copy of the Maintenance Hangar Lease Agreement with Thomas Saccio. This hangar has been vacant for some time and Mr. Saccio has expressed an interest in renting a portion of it. The airport advisory board has approved this lease as well.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires Additional Appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Maintenance Hangar Lease Agreement

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: January 13, 2014 (if applicable)
City Manager Review: *1/8/14* Date *AL* By: _____ Recommend Denial No Recommendation

**NORTH CAROLINA
BEAUFORT COUNTY**

MAINTENANCE HANGAR (PORTION) LEASE AGREEMENT

THIS MAINTENANCE HANGAR (PORTION) LEASE AGREEMENT ("Lease") is made, entered into, and executed in duplicate originals as of the 1st day of February, 2014, by and between the **CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes, ("LESSOR") and **THOMAS SACCIO**, of 4373 Maules Point Road, Blounts Creek, NC 27814, ("LESSEE").

WITNESSETH

Pursuant to Chapter 63 of the North Carolina General Statutes, including but not limited to North Carolina General Statute § 63-53 and other relevant statutory authority, and for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein as well as the valuable consideration paid and to be paid, LESSOR does hereby demise and lease unto LESSEE, and LESSEE does hereby accept from LESSOR, that certain portion (approximately 1,800 square feet) described below of that certain maintenance hangar at Warren Field Airport ("Airport") in "Maintenance Area 1" as depicted on the map dated June 5, 1978 entitled "Warren Airport Hangar Location Map," which is attached hereto as Exhibit "A" and made a part hereof.

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

SECTION ONE

Improvement, Acceptance, Maintenance and Use of Hangar

LESSEE shall construct a partition ("Improvement") in said maintenance hangar as specified in Section 4(b)(2) of this Lease in order to create approximately 1,800 square feet of space that LESSEE shall possess and occupy. Said approximately 1,800 square feet, including Improvement once made, shall hereinafter be referred to as "hangar" or "premises".

LESSEE agrees to accept the hangar in its present condition; maintain the exterior ground and interior of such hangar in its present condition, ordinary wear and tear excepted; upon termination of this Lease, surrender said premises back to LESSOR in as good condition as the same now is, ordinary wear and tear excepted; and abide by such reasonable requests as may be made by LESSOR for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby.

The hangar is to be used only for aircraft related operations and limited to the storage of private aircraft owned or leased by LESSEE as well as for the repair and maintenance of Lessee's private aircraft or aeronautical equipment only. Only licensed and airworthy private aircraft owned or leased by LESSEE may occupy the hangar (spare aircraft parts excepted). No other use of the hangar will be permitted. Specifically, LESSEE shall not offer or permit any commercial sale, repair service, or other aeronautical services, including the rebuilding, restoring, or maintaining of a succession of aircraft, to be offered to, rendered in, on or from the hangar. Aircraft to be hangared may be inspected by a representative of LESSOR prior to signing this Lease and during the Lease period. Should an aircraft become unairworthy during the Lease period, a determination by LESSOR may terminate this Lease.

SECTION TWO

Term

The term of this Lease shall be for one (1) year, beginning on the 1st day of February, 2014, and ending on the 31st day of January, 2014, unless sooner terminated as provided for herein.

SECTION THREE

Rental

LESSEE agrees to pay LESSOR for the use of the premises, facilities, rights, services, and privileges granted in this Lease the sum of THREE THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$3,600.00) payable monthly in the amount of THREE HUNDRED DOLLARS AND 00/100 (\$300.00), the first such payment being due and payable on or before February 1, 2014 and each monthly payment thereafter being due and payable on or before the 1st day of each successive month.

LESSEE shall receive a credit for the actual amount of expense LESSEE incurs in installing the Improvement. LESSEE shall provide an estimate and verification of expenditure for this Improvement, for approval and acceptance from LESSOR, which approval and acceptance will not be unreasonably withheld. Said credit shall be in lieu of and applied to the rental amount due hereunder and no rent shall be due hereunder until said credit amount has been exhausted. It is expressly understood by the parties that any expenses associated with any additional improvement contemplated hereunder and performed by LESSEE shall be at LESSEE's sole expense and shall not be included in said credit amount.

SECTION FOUR

Rights, Privileges, Obligations, and Responsibilities

A. LESSOR shall not be responsible for any maintenance or repair of the premises or hangar. In the event LESSEE determines that a certain maintenance or repair is needed to be performed for LESSEE's continued occupancy of the hangar, LESSEE shall so inform LESSOR. In the event

LESSOR elects not to perform such maintenance or repair, LESSEE may terminate this Lease upon notice to LESSOR.

B. In its use of the hangar, LESSEE is granted the following specific rights and privileges:

1. LESSEE shall have the privilege of making alterations to the interior of the hangar, but any such alterations shall be subject to advance approval by LESSOR. All alterations made by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR.

2. LESSEE shall submit to LESSOR a proposal, including location and specifications, for the construction of the Improvement, which proposal shall be modified, supplemented, amended and/or approved by LESSOR in LESSOR's sole discretion. LESSEE shall construct and maintain the Improvement consistent with LESSOR's approval as the same may be modified, supplemented, and/or amended. LESSEE expressly agrees in making the Improvement that, except with written consent of LESSOR, it will neither give nor grant, nor purport to give or grant, a lien upon the premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against the premises and improvements thereon, and LESSEE shall discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by LESSOR to all persons that no lien shall attach to any such improvements.

3. Any and all improvements, including the Improvement, constructed or made by LESSEE on the premises shall be constructed or made in accordance with airport industry standard practices. LESSEE further covenants and agrees that any and all improvements, including the Improvement, constructed by LESSEE on the premises shall correspond in design and appearance with other facilities constructed or to be constructed on the Airport, will be in accordance with any existing Airport plan adopted by LESSOR, and shall be approved by the City of Washington Building Inspector.

C. In an effort to promote economic activity at the Airport and to insure the hangar is available to aircraft which are regularly operated, it is expected that twelve hundred dollars (\$1200) of aircraft fuel purchases will be made annually for the aircraft occupying the hangar. Failure to demonstrate at least this level of activity may be grounds for non-renewal of this Lease.

SECTION FIVE

Taxes and Assessments

LESSEE shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the premises or any improvements or other property situated

thereon, it being the mutual intention of the parties that LESSOR shall not be required to pay any taxes on real or personal property by reason of permitting LESSEE to use said real property as herein described. LESSEE agrees to indemnify LESSOR against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

LESSEE must verify, if requested, that the hangared aircraft, including any spare parts and any other personal property located on the premises, that are required to be listed on the tax rolls of Beaufort County, North Carolina, for the current year, are listed on the tax rolls of Beaufort County, North Carolina, for the current year.

SECTION SIX Rules and Regulations

LESSEE agrees to comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Airport, including the premises, or any part thereof, or any of the adjoining property, or any use or condition of the premises or any part thereof. Further, LESSEE shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including, but not limited to, such rules and regulations regulating hazardous or similar substances or conditions, their storage and disposal.

LESSEE agrees to observe and obey the rules and regulations with respect to the use of the Airport premises, including hangar; provided, however, that such rules and regulations shall be consistent with all rules, regulations, and orders of the Federal Aviation Administration ("FAA"); and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Lease or the procedures prescribed or approved from time to time by the FAA with respect to LESSEE's use of the Airport premises, including hangar. LESSEE further agrees to indemnify and hold LESSOR harmless for any and all damage of any kind arising from LESSEE's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by LESSEE, its employees, contractors, customers, passengers, guests, or other licensees or invitees (collectively, "LESSEE's permittees").

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

SECTION SEVEN Subordination

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

SECTION EIGHT

Indemnification

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

SECTION NINE

Insurance

LESSEE shall procure and maintain in force necessary liability insurance coverage for the premises and LESSEE's activities thereon, including those activities of LESSEE's permittees, in the minimum amount of \$1,000,000.00 for personal injury, death and property damage resulting from each occurrence and \$1,000,000.00 aggregate to indemnify and hold harmless LESSOR from any and all liability for claims of loss, damage, or injury to persons or property caused or occasioned by the use of the premises by LESSEE or LESSEE's permittees, or their respective activities on or at the Airport during the term of this Lease. All insurance shall be carried by a responsible company and shall be in a form satisfactory to LESSOR. LESSOR shall be furnished any and all copies of all insurance policies obtained by LESSEE in compliance with this requirement when or before LESSEE begins occupancy. LESSEE agrees to maintain sufficient coverage on a current status and that all such insurance policies obtained by LESSEE in compliance with this requirement name LESSOR as additional insured and provide a thirty (30) day written notice to LESSOR of

termination, material change in the terms thereof or non-renewal of such policies.

SECTION TEN Termination and Default

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

B. This Lease shall be subject to termination by LESSOR in the event of any one or more of the following events.

1. The default by LESSEE in the performance of any of the terms, covenants, or conditions of this Lease and the failure of LESSEE to remedy, or to undertake to remedy, such default for a period of thirty (30) days after receipt of written notice from LESSOR to remedy the same. Notwithstanding the foregoing, if LESSEE abandons the hangar for any period of time, allows the hangar to remain vacant (unoccupied by aircraft) for a period in excess of ninety (90) days, fails or neglects to make any payment of rental when due, or fails to have the hangared aircraft listed on the tax rolls of Beaufort County at anytime during the term, LESSOR, at its option and without any other notice, demand, or legal proceeding, may declare this Lease void, terminate this Lease, require LESSEE to vacate, enter the hangar and eject LESSEE therefrom or may pursue any other lawful right or remedy.

2. LESSEE files a voluntary petition in bankruptcy, including a reorganization plan; makes a general or other assignment for the benefit of creditors; is adjudicated as bankrupt; or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

SECTION ELEVEN Surrender of Possession

Upon termination by expiration of the term or upon earlier termination under any circumstances, LESSEE's right to use the premises described in this Lease shall cease and LESSEE shall vacate the premises without unreasonable delay. Upon any such above termination, LESSEE shall have no further right or interest in the premises or the improvements thereon, including the Improvement. It is mutually agreed that title to any and all improvements, including the Improvement, currently situated, hereafter erected, or hereafter constructed upon the premises shall remain, revert to or become owned and possessed, as the case may be, by LESSOR upon the expiration or earlier termination of this Lease, without any additional payment or consideration to LESSEE therefor, free and clear of all claims or liens

through or on the part of LESSEE on account of any repair or improvement work. The vesting of title in LESSOR at the time specified is a part of the consideration for this Lease.

SECTION TWELVE
Inspection by Lessor

LESSOR may enter the leased premises at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this Lease. LESSEE will provide access to the hangar for inspection by LESSOR. This inspection may be made at least semi-annually with a fire department official. Any discrepancies or violations must be corrected within thirty (30) days or this Lease may be terminated.

SECTION THIRTEEN
Assignment and Subletting

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

SECTION FOURTEEN
Governing Law

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

SECTION FIFTEEN
Severability

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

SECTION SIXTEEN
Effect of Waiver

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

SECTION SEVENTEEN
Effect of Lease

All covenants, conditions, or provisions in this Lease shall extend to and bind the legal representatives, permitted successors and permitted assigns of the respective parties. This Lease is in lieu of any lease heretofore executed between the parties hereto and any such prior lease is hereby cancelled and no longer in effect.

SECTION EIGHTEEN
Attorney's Fees

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

SECTION NINETEEN
Entire Agreement

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

SECTION TWENTY
Modification of Lease

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

Notwithstanding anything herein to the contrary, this Lease shall be interpreted and, if necessary, amended, to ensure and preserve its compliance with any applicable Federal obligation. If LESSEE refuses to effectuate any amendment that may be required to ensure and preserve compliance with any applicable Federal obligation,

such refusal shall constitute an event of default and this Lease may be terminated as a result thereof upon notice from LESSOR to LESSEE.

IN WITNESS WHEREOF, each party to this Lease has caused it to be duly executed by them or by their duly authorized officers and/or agents on the date indicated below.

PRE-AUDIT CERTIFICATE

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

CITY OF WASHINGTON

MATT RAUSCHENBACH,
Chief Financial Officer

LESSOR:

CITY OF WASHINGTON
a North Carolina municipal corporation

(CORPORATE SEAL)

ATTEST:

CYNTHIA S. BENNETT, City
Clerk

By: _____
BRIAN M. ALLIGOOD, City Manager

Date: _____

INDIVIDUAL LESSEE:

By: _____
Name: THOMAS SACCIO

Date: _____

(CORPORATE SEAL)

CORPORATE LESSEE:

Name: _____
a North Carolina _____

ATTEST:

Name:

Title:

By: _____
Name:

Title:

Date:

COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

I, _____, a Notary Public of the State and County aforesaid, certify that Cynthia S. Bennett personally appeared before me this day and acknowledged that she is City Clerk of the City Of Washington, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Brian M. Alligood, its Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires: .

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, _____, a Notary Public in and for the State and County aforesaid, certify that THOMAS SACCIO personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires: _____.

STATE OF NORTH CAROLINA
COUNTY OF _____

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

WITNESS my hand and Notarial Seal, this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires: _____.

**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 Estimated Revenues in the General Fund be increased or decreased in the following accounts and amount to fund capital purchases with cash instead of installment financing:

10-00-3920-9101	Proceeds From Lease Purchase	\$(383,600)
10-00-3991-9910	Fund Bal. Appropriated	<u>396,669</u>
		\$ 13,069

Section 2. That the General Fund appropriations budget be increased or decreased in the following fund accounts and amount:

10-10-4910-7401	Installment Purchases	\$(75,000)
10-10-4310-7405	Installment Purchases	(63,500)
10-10-4340-7405	Installment Purchases	(27,500)
10-20-4510-7405	Installment Purchases	(25,000)
10-40-6110-7405	Installment Purchases	(24,600)
10-40-6120-7401	Installment Purchases	(48,420)
10-40-6123-7401	Installment Purchases	(34,000)
10-40-6130-7401	Installment Purchases	(62,823)
10-10-4910-7400	Capital Outlay	75,000
10-10-4310-7400	Capital Outlay	63,500
10-10-4340-7400	Capital Outlay	27,500
10-20-4510-7400	Capital Outlay	25,000
10-40-6110-7400	Capital Outlay	24,600
10-40-6120-7400	Capital Outlay	48,420
10-40-6123-7400	Capital Outlay	34,000
10-40-6130-7400	Capital Outlay	62,823
10-00-4400-3900	Transfer to Cemetery Fund	33,000
10-50-4020-8100	Principal Payments	(18,538)
10-50-4020-8300	Interest	<u>(1,393)</u>
		\$ 13,069

Section 3. That the Estimated Revenues in the Electric Fund be increased or decreased in the following accounts and amount:

35-90-3920-9100	Installment Note Proceeds	\$(851,000)
35-90-3991-9910	Fund Bal. Appropriated	<u>806,075</u>
		\$(44,925)

Section 4. That the Electric Fund appropriations budget be increased or decreased in the following fund accounts and amount:

35-90-7250-7401	Installment Purchases	\$(70,000)
35-90-8370-7401	Installment Purchases	(129,000)
35-90-8375-7401	Installment Purchases	(70,000)
35-90-8390-7401	Installment Purchases	(582,000)
35-90-7250-7400	Capital Outlay	70,000
35-90-8370-7400	Capital Outlay	129,000
35-90-8375-7400	Capital Outlay	70,000
35-90-8390-7400	Capital Outlay	582,000
35-90-4020-8300	Installment Note Principal	(41,775)
35-90-4020-8301	Installment Note Interest	(3,150)
		\$(44,925)

Section 5. That the Estimated Revenues in the Cemetery Fund be increased or decreased in the following accounts and amount:

39-90-3920-9101	Installment Note Proceeds	\$(35,000)
39-90-3980-1000	Transfer From General Fund	<u>33,000</u>
		\$(2,000)

Section 6. That the Cemetery Fund appropriations budget be increased or decreased in the following fund accounts and amount:

39-90-4740-7401	Installment Purchases	\$(35,000)
39-90-4740-7400	Capital Outlay	35,000
39-90-4020-8300	Installment Note Principal	(1,700)
39-90-4020-8301	Installment Note Interest	(300)
		\$(2,000)

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

Section 8. This ordinance shall become effective upon its adoption.

Adopted this the 13th day of January, 2014.

MAYOR

ATTEST:

CITY CLERK

Fund	Department	Description	Budget \$	Reduction	6/30/2013 Fund Balance	FB App. 1/1/2014
General	Planning/Zoning	Way Finding	75,000	(75,000)		
	Police	Police vehicles	63,500	(63,500)		
	Fire	Fire Utility Vehicle	27,500	(27,500)		
	Street Maintenance	Air Compressor	25,000	(25,000)		
	Library	Library lighting	24,600	(24,600)		
	Recreation Admin.	Peterson Building Roof	38,420	(38,420)		
	Recreation Admin.	Peterson Building HVAC	10,000	(10,000)		
	Senior Center	Sr. Center Entrance & Ramp	34,000	(34,000)		
	Parks & Grounds Maint.	Todd Maxwell Restrooms	<u>62,823</u>	<u>(62,823)</u>		
		Total	360,843	(360,843)	6,307,870	685,032
Electric	Electric Meter Service	Meters	50,000	(50,000)		
	Electric Meter Service	AMR Mobile Collector	20,000	(20,000)		
	Substation Maint.	Highland Drive Recloser	30,000	(30,000)		
	Substation Maint.	Highland Dr. Breaker Replacement	40,000	(40,000)		
	Substation Maint.	RTAC (White Post substation)	6,000	(6,000)		
	Substation Maint.	Distribution reclosers	20,000	(20,000)		
	Substation Maint.	Capacitors	8,000	(8,000)		
	Substation Maint.	Replace Truck #651	25,000	(25,000)		
	Load Management	Load Management Switches	70,000	(70,000)		
	Power Line Construction	2nd St./5th St Rebuild Engineering	100,000	(100,000)		
	Power Line Construction	High School Feeder relocation	180,000	(180,000)		
	Power Line Construction	Grimesland Feeder Engineering	90,000	(90,000)		
	Power Line Construction	NC 32 Feeder Engineering	50,000	(50,000)		
	Power Line Construction	White Post/Slatestone Feeder Eng.	100,000	(100,000)		
	Power Line Construction	Equipment Shelter	42,000	(42,000)		
	Power Line Construction	Row Bushog	12,000	(12,000)		
	Power Line Construction	Trencher Trailer	<u>8,000</u>	<u>(8,000)</u>		
		Total	851,000	(851,000)	5,134,839	823,637
Cemetery	Cemetery	John Deere Tractor	<u>35,000</u>	<u>(35,000)</u>	14,150	3,507
Grand Total			1,246,843	(1,246,843)	11,456,859	1,512,176

General Fund:	13/14	Notes	12/13	11/12
Initial appropriation	214,428	(1)	0	0
PO carry forward	322,246		253,364	229,412
Project carry forward	37,425		1,925	
WHDA	66,000			
Sr. Center PT Salaries	6,653	(2)		
Jimmy Davis settlement	33,831			
Public Works Supv. II reclass	1,274			
City Manager relocation	3,175			
Housing demolition			8,389	
Gustnado- Parks & Rec.			24,378	
Cemetery plot repurchase			3,700	
Keysville Rd. lot clearing			20,000	
Keysville Rd. Program Income			(11,000)	
Waterfront restroom match			50,000	
Cash vs. installment financing			505,604	254,251
USDA loan principal			561,855	
Weir Valve closeout net of promenade light poles			(4,512)	
Brann property purchase			63,000	
Mid East Com. Admin of Blue Goose			30,000	
Brown St. bridge match (PB restr.)				29,801
Police vest match				(6,500)
Airport grant match				1,610
Spinrite grant match				45,000
Weir Valve grant match				20,500
Fire rescue vehicle grant				17,515
Workers comp. reserve				104,000
Garage fuel farm repairs	-		-	10,000
Total FB Appropriated	685,032		1,506,703	705,589
Available Fund Balance			6,307,840	6,142,129
Available Fund Balance Change			165,711	341,137
Electric Fund:				
Initial appropriation	304,843	(3)		
PO carry forward	502,249		290,740	331,217
Project carry forward	16,545		88,960	117,661
Cash vs. installment financing			121,842	584,646
Workers comp. reserve				104,000
Gustnado repairs			81,313	
Installment note debt service			993	
Solar Project 1	-		(111,723)	-
Total FB Appropriated	823,637		472,125	1,137,524
Current projection/PY actual	751,134		773,941	
G/(L) vs Appropriated FB	72,503		(301,816)	1,137,524
Available Fund Balance			5,134,839	5,648,682

Notes:

1. Proposed privilege license reduction of \$318,547 & public safety capital reserve increase of \$46,084 to equal debt service
2. Custodian in justification but \$ omitted
3. Balance budget and maintain rates

	Projected	Budget	G/(L)
<u>Revenue</u>			
Sale of Electricity	34,499,972	34,351,623	148,349
Other Revenue	<u>2,428,233</u>	<u>2,428,233</u>	<u>0</u>
Total revenue	36,928,205	36,779,856	148,349
<u>Expenditures</u>			
Purchased power	28,236,466	28,180,620	(55,846)
Operations	<u>9,442,873</u>	<u>9,422,873</u>	<u>(20,000)</u>
Total Expenditures	37,679,339	37,603,493	(75,846)
Net income/(loss)	(751,134)	(823,637)	72,503
Fund balance appropriated	751,134	823,637	72,503

Notes:

1. Sale of electricity and purchased power cost based on actual through November and remainder of the year same as last year.
2. Other revenue and operations expenditures are expected to be on budget.
3. Fund balance appropriated projection is \$72,503 better than budget.