



City of  
**Washington**  
NORTH CAROLINA  
Council Agenda  
JUNE 9, 2014  
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from May 12, 2014 (page 5)

Approval/Amendments to Agenda

Recognition: Runner-up NCHSAA State 2-A Women's Soccer WHS

I. Consent Agenda:

- A. Declare Surplus/Authorize – Electronic Auction of Vehicle through GovDeals (Vehicle Number 166) 2004 Pontiac Grand Prix (page 14)
- B. Accept/Adopt – Annual Grant from Mid-East Commission Area Agency on Aging and Adopt Budget Ordinance Amendment (\$15,000) (page 15)
- C. Adopt – Budget Ordinance Amendment Tornado Expense (\$129,986) (page 24)

II. Comments from the Public:

III. Public Hearing on Zoning: 6:00 PM

- A. None –

IV. Public Hearing – Other:

- A. None –

V. Scheduled Public Appearances:

- A. Leesa Jones – National Underground Railroad (page 27)
- B. Beth Byrd – Get Down Downtown! Concert August 2<sup>nd</sup> (page 47)
- C. Mary Carolyn Walker –NFL Meet & Greet (page 48)
- D. Scott VonCannon – Retail Strategies Inc.

- VI. Correspondence and Special Reports:
- A. Memo – Contracts for Water Treatment Chemicals (**page 49**)
  - B. Memo – Contracts for Petroleum Products (**page 52**)
  - C. Memo – ECU Research Vessel Riggs dockage (**page 54**)
  - D. Memo – General Fund Budget Transfer (**page 56**)
  - E. Report – May Load Management (**page 59**)
- VII. Reports from Boards, Commissions and Committees:
- A. Human Relations Council (**page 60**)
- VIII. Appointments:
- A. Appointments – to Various Boards, Commissions, and Committees (**page 62**)
- IX. Old Business:
- A. Adopt – Grant Project Ordinance Amendment and Adopt Budget Ordinance Amendment – Lighthouse Restrooms (\$2,110) (**page 113**)
  - B. Adopt – Ordinance to Amend Chapter 40, Section 40-261, Provisions for Flood Management, of the Code of Ordinances of the City of Washington (**page 116**)
  - C. Award – Upset bid for the disposition of a vacant lot located at 507 West Second Street (\$2,500) (**page 119**)
  - D. Award – Contract for the Rebuild of the High School Feeder (\$109,389) (**page 121**)
  - E. Authorize – Purchase of a Replacement Breaker for Eastern Substation (\$42,000) (**page 123**)
  - F. Discussion – 1 July 2014 NCEMPA Wholesale Reduction (**page 126**)



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- G. Discussion – Peak Generation Program (**page 128**)
- H. Discussion – Speed Humps (**page 131**)
- I. Accept/Authorize/Approve – Technical Assistance Grant from the NC Department of Environment and Natural Resources, Division of Water Infrastructure and Authorize the Manager to execute Engineering Agreement and Approve Corresponding PO (\$35,000) (**page 134**)
- J. Adopt/Authorize – State Airport Aid Agreement and Authorize the City Manager to execute the Agreement for lighting rehabilitation project (**page 150**)
- K. Ratify – “Subordination Agreement” to Blue Goose, LLC (**page 162**)
- L. Discussion – Business Review Committee (**page 168**)
- X. New Business:
  - A. Discussion – 331 West 7<sup>th</sup> Street – Gift of Property (**page 169**)
  - B. Award/Approve – Contract for Summit Avenue Water Line Project to KBS Construction Co., LLC and Approve Corresponding Purchase Order (\$71,570) (**page 173**)
  - C. Award/Approve – Contract for Paving Project to S.T. Wooten Corporation and Approve Corresponding Purchase Order (\$205,626) (**page 175**)
  - D. Declare/Adopt – Portion of Land Associated with the Water Tower on Linnie Perry Road Surplus and Adopt Resolution Authorizing Lease by Upset Bid (**page 177**)
  - E. Approve – Airport T-Hangar and Ramp Tie Down Leases (**page 180**)
- XI. Any Other Items From City Manager:
  - A. Update – Vidant Health Community Benefit Grants Program
- XII. Any Other Business From the Mayor or Other Members of Council
  - A. None –



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- XIII. Closed Session – Under NCGS § 143-318.11 (a)(4) Economic Development
- XIV. Adjourn – Until Monday, June 23, 2014 at 5:30 pm, in the Council Chambers.

The Washington City Council met in a regular session on Monday, May 12, 2014 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Administrative Services Director/C.F.O.; Allen Lewis, Public Works Director; Lynn Wingate, Tourism Director; Gloria Moore, Library Director; Susan Hodges, Human Resources Director; Keith Hardt, Electric Utilities Director; John Rodman, Community & Cultural Resources Director and Tony Black, Washington Daily News.

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

**APPROVAL OF MINUTES:**

By motion of Councilman Pitt, seconded by Councilman Pitt, Council approved the minutes of April 7, 14, 21-24, 28, 2014 as presented.

**APPROVAL/AMENDMENTS TO AGENDA:**

Mayor Hodges reviewed the requested amendments to the agenda:

- Add under New Business Item D: Approve - SunEnergy 1, LLC Ground Lease for Airport Hangar
- Add under New Business Item E: Adopt - Resolution Authorizing Advertisement of Offer to Purchase 507 West 2<sup>nd</sup> Street
- Move from Consent Item D: Purchase Orders >\$20,000 (**discussed after approval of Consent Agenda**)

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

**CONSENT AGENDA:**

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

- A. Declare Surplus/Authorize – Electronic Auction of Vehicle through GovDeals (Vehicle Numbers 130 ~ 2007 Crown Vic & 624 ~ 2004 Ford Explorer)
- B. Adopt – Budget Ordinance Amendment for a memorial to fallen Officer Alex Thalmann (\$ 2,500)  
**(copy attached)**
- C. Adopt – Budget Ordinance Amendment for Beaufort County Health Department donation (\$2,000)  
**(copy attached)**
- D. **Removed from Consent (discussed after approval of Consent Agenda)** Approve – Purchase Orders >\$20,000

**APPROVE – PURCHASE ORDERS >\$20,000** (Item D from Consent Agenda)

Councilman Mercer expressed concerns regarding “sole source” providers and the number of bids received and why the specific vendors were chosen. Brian Alligood, City Manager explained that this is a sole source proprietary material and this is what we have been using in our rehab. Allen Lewis, Public Works Director explained there is no other vendor in the Southeast that can use this particular material. This material was used in the lining of the wet well and has held up well. Mr. Alligood explained we believe this material is the best product for our project. Mr. Alligood addressed Councilman Mercer’s concern with the underground wire purchase order and noted this had been recently bid out under the warehouse with a bid of \$7.98 per foot, then there was a requote and Westinghouse came in at \$6.75. Councilman Mercer asked did anyone else provide a bid? Mr. Alligood explained that Westinghouse could provide a lower cost than our own warehouse. We do not let the contractor bid the material, the contractor only bids on the labor. This request is only for material. The bid award should be in the June agenda packet.

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

- *Requisition #14160, \$43,340, to Concrete Conservation, Inc. to rehab the manholes in basin 11 with 13th and Bridge St. basin, account 32-90-8210-4500. Sole source material/distributor.*
- *Requisition #14242, \$40,000, to Concrete Conservation, Inc. to rehab the manhole lining in basin 12, account 32-90-8200-4500. Sole source material/distributor.*
- *Requisition #14244, \$50,000, to Concrete Conservation, Inc. to rehab the manhole lining in basin 17 and 11, account 32-90-8210-4500. Sole source material/distributor.*
- *Requisition #14275, \$43,941.50, to Westinghouse Electric Supply, Inc. for High School Feeder project, account 35-90-8390-7400.*

**COMMENTS FROM THE PUBLIC:**

Ms. Norma Latham expressed concern with the lack of sidewalks on 15<sup>th</sup> Street and the safety of pedestrian traffic in Washington. Ms. Latham suggested the installation of additional stop signs, sidewalks and possibly lowering the speed limit in some areas. Ms. Norma Latham expressed concern with the lack of sidewalks on 15<sup>th</sup> Street and the safety of the pedestrian traffic in Washington. The City Manager explained that the proposed NCDOT project for the widening of 15<sup>th</sup> Street from Carolina Avenue to Respass Street, will possibly include the installation of the cross sections/crosswalks for the sidewalks(City will have to pay for our share of the sidewalks). The City is currently working on updating the Pedestrian Plan and staff will provide a copy of this document to Ms. Latham.

**SCHEDULED PUBLIC APPEARANCES:**

**LEESA JONES – WASHINGTON RECOGNIZED BY THE NATIONAL PARK SERVICE**  
(request removed by applicant)

**CORRESPONDENCE AND SPECIAL REPORTS:****MEMO – BUDGET TRANSFER**

The Budget Officer transferred the following funding between departments of the Electric Fund: \$1,600 from Substation Maintenance to the Meter Services department for the repair of truck #659.

*From: 35-90-8370-1700 - \$1,600*

*To: 35-90-7250-1700 - \$1,600*

**MEMO – NC PUBLIC ACCESS GRANT - HAVENS GARDENS**

The Parks and Recreation Advisory Committee have determined that the improvements to Havens Gardens be listed as a high priority on their project list. As part of the improvements the Advisory Committee, on a unanimous vote, recommended that a Pedestrian Walkway be added under the Park Drive/Hwy 32 Bridge from Havens Gardens to the City boat launch. This project has been listed as part of the City's Capital Improvement Plan.

The pedestrian walkway would offer a safer route for youth and families traversing Park Drive. The project is also listed as part of the current Comprehensive Recreation Master Plan as a linkage between the two parcels of property.

The NC Division of Coastal Management has issued an invitation to local governments in the 20-county coastal area that grant funding is available for Public Beach and Coastal Waterfront Access Projects for the upcoming 2014-2015 fiscal year. The Pedestrian Walkway would qualify as an eligible project.

This memo is to inform you that the Advisory Committee will begin to gather information on the possibility and the feasibility of constructing the pedestrian walkway at Havens Gardens. If the information gathering session proves to be positive, then the Committee would like to submit a pre-application in hopes of receiving financial assistance the Division of Coastal Management. As a Tier 1 County, any grant funding approved would require a ten (10) percent match by the City. An invitation letter from the Division of Coastal Management, a site plan of the proposed project, and a very preliminary budget as determined by Rivers and Associates is included in the agenda packet.

**REPORT – APRIL LOAD MANAGEMENT**

Load Management Device Installation Report

Project Start Date : October 2010		April 2014	Project to Date
Total Load Management Device Installations		104	2,743
Total Accounts Added with Load Management		61	1,969
<b>Appliance Control Installations</b>			
Air Conditioner / Heat Pump	69	2,053	
Auxiliary Heat Strip	28	1,046	
Electric Furnace	4	276	
Water Heater	50	1,597	
<b>Total Encumbrances to Date</b>			
Load Management Devices		\$ 130,600	
Contractor Installations		\$ 280,000	
Total Project Encumbrances			\$ 410,600
<b>Total Expenses to Date</b>			
Load Management Device Purchases		\$ 130,600	
Contractor Installation Expenses	\$ 8,370	\$ 270,770	
Total Project Expenses			\$ 401,370
Average Cost per Load Management Device Installed			\$ 146.33
Average Installed Cost per Controlled Appliance			\$ 80.73
Load Management Devices Remaining in Stock		757	

**REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE**

**APPOINTMENTS: NONE**

**OLD BUSINESS:****APPROVE – LEASE AND MANAGEMENT AGREEMENT RENEWAL WITH WASHINGTON TOURISM AUTHORITY**

The City of Washington currently has an agreement with the WTDA to lease and manage the Civic Center. That agreement expires on June 30, 2014. Attached is a proposed renewal of the lease and management agreement. The material aspects of the new agreement are the same as the previous agreement with the exception of the term, which is now one year; the City allocation amount, which has been reduced by \$5,000.00 to \$45,000.00; and the use of the facilities, which now includes the space previously occupied by the Beaufort County Arts Council. The WTDA Board has reviewed and approved the new agreement.

Councilman Mercer noted that he asked the City Manager to add to Section 6 the following phrase: “unless the City decides to use this space for City Purposes”. The agreement has been modified to reflect the change and copies have been provided to Council.

By motion of Councilman Beeman, seconded by Mayor Pro tem Roberson, Council approved the “Lease and Management Agreement” between the Washington Tourism Development Authority (WTDA) and the City for lease and management of the Civic Center during the 2014-2015 fiscal year.  
(copy attached)

**AUTHORIZE – THE MAYOR TO ENTER INTO A TWO YEAR CONTRACT WITH WASHINGTON PARK TO PROVIDE FIRE, RESCUE, AND EMERGENCY MEDICAL SERVICES**

The City Manager explained that the current contract expires June 30, 2014. The annual payment was based on the total tax base value of Washington Park multiplied by the current fire tax rate for the Bunyan Volunteer Fire District and the emergency medical services tax rate for the Broad Creek Tax District. The contract renewal is based on 110% of the same calculation and includes a cumulative 2% increase/year in subsequent years. The basis of contract renewal has been reviewed with representatives of the Washington Park Town Board.

Councilmembers offered concerns and comments regarding the contract.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council authorized the Mayor to enter into a two year contract with Washington Park to provide fire, rescue, and emergency medical services.

(copy attached)

**NEW BUSINESS:****ADOPT - RESOLUTION AUTHORIZING ADVERTISEMENT OF OFFER TO PURCHASE 507 WEST 2<sup>ND</sup> STREET**

On July 23, 2012, Council awarded the demolition contract for the structure located at 507 West 2<sup>nd</sup> Street to the lowest responsible bidder, subsequently, the vacant property was declared surplus. An offer to purchase the vacant lot was received on May 9, 2014 in the amount of \$2500.

By motion of Councilman Mercer, seconded by Councilman Brooks, Council adopted the resolution authorizing the advertisement of an offer to purchase certain property located at 507 West Second Street.

**PUBLIC HEARING ON ZONING: NONE**

**PUBLIC HEARING: ACCEPT/ADOPT – ACCEPT RECOMMENDATION OF THE PLANNING BOARD AND ADOPT AN ORDINANCE TO AMEND CHAPTER 40, ARTICLE XVI, SECTION 40-415, SPECIAL PROVISIONS FOR CERTAIN SIGNS, OF THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON**

Mayor Hodges opened the public hearing and John Rodman, Community & Cultural Resources Director explained that the Planning Board had a request to modify the City Code to allow illuminated message signs. The Planning Board made a recommendation that the message only change once an hour. Therefore, the request has been made by the Planning and Development Department for a text amendment to Section 40-415, Signs of the City of Washington Zoning Ordinance. The proposed amendment is an addition to the existing sign ordinance to address use of Electronically Illuminated Signs/Screens.

Comments from the public: Kevin Rawls, representing WIMCO and Washington Eye Center stated he is in favor of the request and would like this change to be approved. Councilman Beeman asked the logic behind the message changing only once an hour. Mr. Rodman explained being this is a new concept for Washington, the Planning Board felt the time frame was appropriate.

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

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council accepted the recommendation of the Planning Board and adopted the ordinance to amend Chapter 40, Article XVI, Signs, Section 40-415, Special Provisions for Certain Signs, (j) of the Washington City Code.

(copy attached)

**PUBLIC HEARING: ACCEPT/ADOPT – ACCEPT RECOMMENDATION OF THE PLANNING BOARD AND ADOPT AN ORDINANCE TO AMEND CHAPTER 40, ARTICLE X, SECTION 40-261 PROVISION FOR FLOOD MANAGEMENT, OF THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON**

Mayor Hodges opened the public hearing and John Rodman, Community & Cultural Resources Director explained that the Planning Board had a request from FEMA – Division of Emergency Management to modify the City Code regarding the Flood Hazard Ordinance. The wording in ordinance came directly from FEMA. New flood hazard data associated with the updates for Pitt County's flood map maintenance process will become "Effective" on July 7, 2014; at least one of the updated FIRM panels includes changes in the Special Flood Hazard Area (SFHA) to the City of Washington. Because these updated panels have data that will be changing in our jurisdiction, we will need to amend our Flood Damage Prevention ordinance (FDPO) to reflect this new data. After the public hearing if Council desires to proceed with the text amendment, the attached ordinance needs to be adopted.

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

Councilman Mercer expressed concern regarding a portion of the ordinance reading “Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of the City of Washington are also adopted by reference and declared a part of this ordinance”. His concern is that some changes can be made without Council reviewing the changes and he is opposed to that and would like that phrase removed from the amendment. Mr. Rodman explained that FEMA recommends that this phrase be included in the ordinance. FEMA prepares seamless flood maps, which include the entire county, not individual jurisdictions, i.e. Washington, Chocowinity, Belhaven. If the phrase is removed, if any changes were made to the flood map for any jurisdiction other than Washington such as Belhaven, then FEMA requires that Washington accept and approve that map change for Belhaven, etc.

Mayor Hodges and Councilman Brooks questioned how other municipalities manage the changes. Mr. Rodman explained that Beaufort County and the City of Greenville have to adopt the ordinance, but he is unsure what wording is included in their ordinance. Mayor Pro tem Roberson commented about flood insurance and the Community Rating System.

A motion was made by Councilman Mercer to approve the recommendation of the Planning Board and adopt the ordinance to amend Chapter 40, Article X, Flood Damage Prevention, Section 40-261, Provisions for flood management, (b) of the Washington City Code with the amendment that the phrase “Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of the City of Washington are also adopted by reference and declared a part of this ordinance” be removed from the presented ordinance amendment. The motion was seconded by Councilman Beeman. Voting in favor of the motion: Mercer, Pitt, Beeman; Opposed: Roberson and Brooks.

The City Manager explained that an ordinance requires a 2/3 majority approval, thus requiring a seconding reading of the ordinance in June.

#### **PUBLIC HEARING – FISCAL YEAR 2014-15 BUDGET**

Mayor Hodges opened the public hearing and called for comments from the public.

Doug Doscher explained that he is a member of the Waterfront Docks Advisory Committee and expressed the importance of Wi-Fi on the waterfront and the benefit it would have to boaters. Mayor Pro tem Roberson and Councilman Mercer expressed that Wi-Fi is available at Brown Library, Peterson Building & Civic Center and further noted that boaters can utilize their own “hot spots”. Mr. Doscher expressed that boaters will improvise and find ways to access Wi-Fi.

Chris Furlough expressed that Wi-Fi was a luxury a few years ago, but is now a standard in the traveling world. Mr. Furlough noted that he is President of WHDA and thanked Council for their continued financial support. He is also Chairman of the Arts Council Capital Campaign and asked Council to consider additional funding for the Arts Council.

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

Councilman Mercer explained that Council had four lengthy budget work sessions and tasked the staff with presenting a balanced budget. Council agreed upon a balanced budget at the conclusion of the

last work session. Unless there is further discussion, he will make a motion to adopt the budget as presented.

**ADOPT – BUDGET ORDINANCE FOR FISCAL YEAR 2014-2015, SET AD VALOREM TAX RATE AND USER FEE SCHEDULE**

The Budget Ordinance for Fiscal Year 2014-2015, totaling \$59,758,023. This ordinance appropriates the following amounts in the funds listed for operational expenses during the fiscal year:

General Fund	\$14,128,504
Water Fund	3,036,749
Sewer Fund	3,195,289
Storm Water Management Fund	630,755
Electric Fund	36,392,286
Airport Fund	309,751
Solid Waste Fund	1,298,071
Cemetery Fund	326,948
Library Trust Fund	700
Cemetery Trust Fund	2,000
Public Safety Capital Reserve Fund	166,970
Economic Development Capital Reserve Fund	156,000
Water Capital Reserve Fund	0
Sewer Capital Reserve Fund	0
Facade Fund	20,000
Internal Service Fund	<u>94,000</u>
Grand Total	<u>\$59,758,023</u>

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted the Budget Ordinance for Fiscal Year 2014-2015, set the 2014 Ad valorem Tax rate at \$0.50 per \$100.00 value with \$.01929 designated for the Public Safety Capital Reserve, and set the user fee schedule included in the appendix of the budget.

**(copy attached)**

**DISCUSSION – PRONAMICS PEAK SHAVING GENERATOR**

Brian Alligood explained that he met with Bob Heuts, Keith Hardt as well as Kevin Boyd of Pronamics on April 30, 2014 to discuss a number of issues regarding power supply to the facility. One discussion item was the ability of Pronamics to participate in the City's generation load management program.

The City has installed, owned, and operated diesel generators on industrial and large commercial customer properties for use in our peak shaving activities. For the ability to operate these generators on customer properties a monthly credit is offered to the customer if their electrical load is reduced during our billing demand period. Although the City is limited in the amount of total general peak shaving generation installed, the Pronamics project will not affect our generation limit due to additional NCEMPA generation allocation for economic development. The estimated cost for a peak shaving generator at Pronamics is \$250,000. Based on the estimated generation size and our current rate schedule the credit to Pronamics will be approximately \$10,000 annually. The net savings to the city (including customer credits, fuel and O&M) before debt service will be approximately \$35,000. The debt service on the installed cost is approximately \$53,000 per year for five years. The difference in the

annual savings and debt service expense can be recovered with the NCEMPA Economic Development rider and potential job creation grants.

Councilman Mercer stated he felt very strongly that the City should allow Pronamics to purchase their generator and then allow them to include their generator in our peak shaving program. He continued by stating Pronamics should be the owner of the equipment which would allow them to have the higher credit being they are the owner. Councilmembers discussed the various aspects of the peak shaving generator program including the credit for a City owned vs. industry owned generator. Mr. Hardt explained the City has not installed any new City owned generators in about 5 years.

Council requested payback information (City owned vs. business owned) and the potential for grants for peak shaving generators and also requested the total operating cost for City owned generators. Mr. Alligood explained that we can't enter into a contract with a specific industry, it will have to be an across the board adjustment. Pronamics is looking for confirmation that the peak shaving program will stay in place. Staff will provide the requested information at the June meeting.

By motion of Councilman Mercer, seconded by Councilman Beeman, Council agreed to continue this item until June 9<sup>th</sup>.

**AWARD/APPROVE – AWARD BID TO BUILD A NEW 3<sup>RD</sup> STREET BATHROOM AT THE BASEBALL FIELD AND REPAIRS TO JC TAYLOE DUGOUTS AND APPROVE CORRESPONDING PURCHASE ORDER TO LYONS CUSTOM BUILDERS (\$57,930)**

Mayor Pro tem Roberson requested staff insure that there will not be a problem with drainage on the property, he further requested that the restroom facilities be handicap accessible. Brian Alligood explained that the project will be in compliance with the proper building codes including ADA compliance. Mayor Pro tem Roberson inquired about the accessibility of the entryway to the restrooms, questioning a concrete entryway or rock entryway. Project to be completed in 75 Working Days.

Councilman Mercer commented that the original project was to repair the 3<sup>rd</sup> Street facilities and did not include the John Cotton Tayloe facilities. The JC Tayloe facilities are school property. Mr. Alligood noted that when the last hurricane came through the dugouts at JC Tayloe were damaged and the City advised the school they could not be used and subsequently, the City cut the tops off of the dugouts. In the process of going through the current project, it was decided that we needed to reestablish the dugouts that the City took down due to safety concerns. Council members questioned if the facility would be ready for this year's playing season. Councilman Beeman said the facility should be ready for the Fall baseball season.

By motion of Councilman Pitt, seconded by Councilman Beeman, Council awarded the bid to build a new 3<sup>rd</sup> Street bathroom at the baseball field on 3rd Street with a concession room, repair JC Tayloe Dugouts, and approve corresponding purchase order to Lyons Custom Builders.

BID TABULATION

Bid for: 3rd Street Bathroom  
 Date: May 2, 2014

Item	Description	Horton Contractors	Turning Point	Lyons Custom Builders	Mosley Construction
1	3rd Street Bathroom	\$48,200.00	\$85,671.04	\$38,000.00	\$55,979.00
2	Optional Concealment Room	\$15,100.00	\$16,802.78	\$12,530.00	\$11,431.00
3	Option 3 Dug Out	\$6,800.00	\$11,807.00	\$7,400.00	\$8,410.00
	Total	\$71,100.00	\$94,180.80	\$57,930.00	\$73,820.00

Recommendation: Lyons Custom Builders to do entire job.

**APPROVE – SUNENERGY 1, LLC, GROUND LEASE FOR AIRPORT HANGAR**

SunEnergy I, LLC is requesting to lease a ground site and construct an approximately 3,000-4,000 square foot hangar at Warren Field to locate its corporate aircraft. The hangar and any needed improvements will be constructed at SunEnergy's expense. The proposed lease rate, consistent with other current leases, is \$0.63 per square foot and includes a CPI adjust every 5th year. The initial lease term is twenty (20) years with a right to renew for an additional twenty (20) years based on good faith negotiations regarding rent increase. The material aspects of this agreement are comparable to existing agreements at the airport. Mr. Alligood noted the hangar is adjacent to Mr. Hill's hangar and based on the same amount per square foot. Essentially the only difference in the two leases are the term limits and arbitration language. Staff is comfortable with the hangar lease and our goal is to increase aircraft at Warren Field. Councilman Mercer noted that the hangars need to be placed as close together as possible. Council asked for clarification regarding improvements to the hangar and Mr. Alligood explained this is covered under Page 5 Section 7 A.1. Mayor Pro tem Roberson questioned Page 10 (Insurance) and Mr. Alligood and Mr. Holscher explained this section. Discussion was held regarding Page 14 (Attorney Fees) and Mr. Holscher noted the Judge will determine the "reasonable sum".

By motion of Councilman Pitt, seconded by Councilman Mercer, Council approved the "Hangar Ground Site Lease Agreement Requiring Hangar Construction" between SunEnergy 1, LLC and the City for the ground lease and construction of a hangar at Warren Field.

(copy attached)

**ANY OTHER ITEMS FROM CITY MANAGER: NONE**

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

**DISCUSSION – MAY COMMITTEE OF THE WHOLE MEETING**

Staff anticipates that the only item on the Committee of the Whole agenda would be the grant and project updates, which generally do not generate much discussion.

**CLOSED SESSION – NONE**

**ADJOURN**

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 7:45pm until June 9, 2014 at 5:30pm in the Council Chambers at the Municipal Building.

(Subject to the Approval of the City Council)

Cynthia S. Bennett, CMC  
 City Clerk



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Michael Whaley, Purchasing Agent  
**Date:** May 29, 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 the following vehicle through electronic auction using GovDeals.

**BACKGROUND AND FINDINGS:**

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

<u>Vehicle Number</u>	<u>Make/Model</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
166	2004 Pontiac Grand Prix	2G2WR524641341656	93,101

**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:** but Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
6/3/14 Date



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Kristi Roberson, Parks & Recreation Manager  
**Date:** June 9, 2014  
**Subject:** Accept annual grant from Mid-East Commission Area Agency on Aging and adopt budget ordinance amendment  
**Applicant Presentation:** N/A  
**Staff Presentation:** NA

**RECOMMENDATION:**

I move the City Council accept the revised grant from the Mid-East Commission Area Agency on Aging in the amount of \$15,000 and execute the grant agreement by the appropriate City personnel. I also move that City Council adopt a budget ordinance amendment to adjust the FY 13-14 budget appropriations and estimated revenue to match the grant award.

**BACKGROUND AND FINDINGS:**

The Grace Martin Harwell Senior Center was awarded the annual grant to support and promote senior health and general Senior Center operations in the amount of \$32,680 with a \$6,226 cash match in November 2014. The estimated grant revenue appropriations, as well as the cash and in kind matches were budgeted in the FY 13-14 original budget. The revised contract provides additional funding.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Grant Agreement/Contract

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** 6/3/14 Date BAJ Concur BAJ Recommend Denial \_\_\_\_\_ No Recommendation \_\_\_\_\_  
 June 9, 2014

**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 in the following accounts and amounts:

10-40-3621-3300	Mideast Grant – Recreation	\$ 15,000
10-00-3991-9910	Fund Balanced Appropriated	<u>1,667</u>
	Total	\$ 16,667

Section 2. That the following account in the Senior Programs department of the General Fund appropriations budget be increased:

10-40-6123-4504	Mideast Grant – Ctr. Operations	\$ 16,667
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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 9<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

July 1, 2013 through June 30, 2014

**Agreement for the Provision of County-Based Non-Unit Aging Services**

This Agreement, entered into as of this 1<sup>st</sup> day of July 2013, by and between the City of Washington Grace Martin Harwell Senior Center (hereinafter referred to as the "provider") and the Mid-East Commission Area Agency on Aging (hereinafter referred to as the "MEC").

Witnesseth That:

WHEREAS, the MEC and the provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the MEC from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the MEC through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, c) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

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

1. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of funding by the MEC.
2. Grant Administration. The grant administrator for MEC shall be Timothy Baynes, Executive Director. The grant administrator for the provider shall be Carolyn Everett, Recreation Program Specialist. It is understood and agreed that the grant administrator for the provider shall represent the provider in the performance of this Agreement. The provider shall notify the MEC in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the provider are provided in paragraph six (6) of this Agreement.
3. Scope of Services: The provider shall do, perform, and carry out in a satisfactory and proper manner, as determined by the MEC, the agreements and assurances required in the request for proposal.

<u>Services</u>	<u>Federal/State Dollars</u>	<u>Local Match</u>
General Purpose (176)	\$11,680	\$3,893
Senior Center Operations (170)	\$32,000	\$3,556
Health Promotion/Disease Prevention (220)	\$ 4,000	\$ 444

Revised 5/20/14

The provider shall submit an annual report to the MEC no later than July 14, 2014. Services authorized through this agreement shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed by June 30, 2014. No state funds can be dispersed after the close of the fiscal year. Projected June expenditures must be reported with May services reported in June.

4. Assignability and Contracting. The provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with grant funding shall be carried out in accordance with the procurement and contracting policy of the provider or, where applicable, the MEC, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services from a vendor that has been suspended or debarred from Federal grant programs.
5. Compensation and Payments to the Provider. The provider shall be compensated for the work and services actually performed under this Agreement by payments to be made by the MEC. Total reimbursement to the provider under this Agreement may not exceed the grand total of available funding.
  - (a) Reimbursement of Service Costs. Reimbursements of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.
6. Reallocation of Funds and Budget Revisions. Any reallocation of funding between providers shall be voluntary on the part of the provider and shall be effective only for the period of the Agreement. The reallocation of funds between providers will not affect the allocation of future funding to the provider. If during the performance period of the Agreement, the MEC determines that a portion of the funds will not be expended; the grant administrator for the provider shall be notified in writing by the MEC and given the opportunity to make funds available for reallocation to other providers in the Planning and Service Area or elsewhere in the state.

Providers may request budget revisions during the period of the agreement, with final budget revisions due to the MEC no later than May 1, 2014.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

7. Monitoring. This Agreement will be monitored to assure that services are being provided in compliance with the N.C. Division of Aging Service Standards Manual, dated July 1, 1992, and the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997. Further, compliance with updated monitoring requirements, as specified in Office of Management and Budget (OMB) Circular A-133 and NC General Statute 143-6. shall be carried out. Monitoring shall also include compliance with conflict of interest requirements. Monitoring requirements are discussed in DOA Administrative Letter No. 03-14 (11/5/03). Private non-profit service providers will be monitored to ensure compliance with conflict of interest policies, as stated in DOA Administrative Letter No. 03-14.

The monitoring of services provided under this Agreement shall be carried out by the MEC in accordance with its Assessment Plan and/or by the DAAS regional Adult Program Representatives in accordance with the parameters of the interagency agreement established between the Division of Aging and the Division of Social Services, as provided in DOA Administrative Letter No. 98-13.

Providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (July, 1994) and DOA Administrative Letter No. 98-13. Any areas of non-compliance will be addressed in a written corrective action plan with the provider.

8. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grant administrator for the MEC. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the provider.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the MEC. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the provider of its appeal procedures and will inform the MEC that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director  
North Carolina Division of Aging and Adult Services  
2101 Mail Service Center  
693 Palmer Drive  
Raleigh, North Carolina 27699-2101

9. Termination for Cause. If through any cause, the provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the MEC

shall have the right to terminate this Agreement by giving the provider written notice of such termination to the provider and specifying the effective date thereof. The date of notice shall be at least five (5) working days before MEC effective date of such termination. In such event, all documents and other materials collected or produced under this Agreement shall at the option of the MEC, become its property. The provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

10. Audit. The Community Service Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers must provide a copy of their year end financial statements, and any required audit, to the MEC on Aging. Community service providers, as specified in paragraph one (1) are subject to audit and fiscal reporting requirements as stated in NC General Statute 143-6 and OMB Circular a-133, where applicable. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143-6 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a **Single or Yellow Book audit** unless it a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book audit** if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <http://www.ncgrants.gov>.

The following provides a summary of reporting requirements under NCGS 143-6 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

11. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the MEC for clarifying any audit exceptions that may arise from any MEC assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the MEC or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the Community Service Provider shall promptly repay such funds to the MEC once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the MEC is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the MEC on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the MEC is responsible for any disallowed costs. The County or MEC can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110,

requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.

12. Indemnity. The provider agrees to indemnify and save harmless the MEC, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the provider.
13. Equal Employment Opportunity and Americans With Disabilities Act Compliance. The provider shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
14. Data to be Furnished to the Provider. All information which is existing, readily available to the MEC without cost and reasonably necessary, as determined by the MEC's staff, for the performance of this Agreement by the provider shall be furnished to the provider without charge by the MEC. The MEC, its agents and employees, shall fully cooperate with the provider in the performance of the provider's duties under this Agreement.
15. Rights in Documents, Materials and Data Produced. The provider agrees that at the discretion of the MEC, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the MEC upon termination or completion of the work. Both the MEC and the provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the provider.
16. Interest of the Provider. The provider covenants that neither the provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
17. Interest of Members of the MEC, Lead Regional Organization, and Others. No officer, member or employee of the MEC or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

18. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
19. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
20. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.
21. Disaster Assistance: In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes, or other disaster related situation, the provider shall cooperate with requests for assistance from the MEC.
22. Attendance at MEC Meetings: The provider shall attend any committee; special meeting; or staff development training being held by the MEC to include the Regional Advisory Committee.

In witness whereof, the MEC and the provider have executed this Agreement as of the day first written above.

**CITY OF WASHINGTON GRACE MARTIN HARWELL SENIOR CENTER**

Attest:

\_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MEC**

Attest:

Annette Eubanks  
Annette Eubanks  
Area Agency on Aging Director

By: Timothy M. Baynes  
Timothy M. Baynes  
Executive Director

Date: \_\_\_\_\_

Date: 5/21/14

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

BY: Janet E. Dodge, 20  
Janet Dodge, Finance Officer

DATE: 5/21/2014



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** June 9, 2014  
**Subject:** Budget Ordinance Amendment Tornado Expense  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

**RECOMMENDATION:**

I move that City Council adopt a budget ordinance amendment to appropriate funds for the restoration of electrical service as a result of the April tornado and approve a purchase order to T&D Solutions and Greenville Utilities.

**BACKGROUND AND FINDINGS:**

Mutual aid from Greenville, Kinston, & Tarboro utility departments, T&D Solutions, and the City's Electrical Department expenditures related to the restoration of electrical service as a result of the tornado. Expenditure estimate:

\$ 43,287	spent to date
36,699	T&D Solutions
35,000	GUC estimate
<u>15,000</u>	Tarboro estimate
\$129,986	Total

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  
 No Fiscal Impact

**SUPPORTING DOCUMENTS**

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation

6/3/14 Date  
 June 9, 2014  
 Page 24 of 189

**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 Electric Fund be increased in the following account and amount:

35-90-3991-9910	Fund Balanced Appropriated	\$129,986
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Section 2. That the following account in the Miscellaneous Department of the Electrical Fund appropriations budget be increased:

35-90-6610-5750	Tornado Expenses	\$129,986
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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 9<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

# Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:14352

PO #: Not Assigned

User Name: Stephanie Edwards

Date: 05/14/2014

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$36,699.00

Ship To:

CITY OF WASHINGTON WAREHOUSE

203 GRIMES ROAD

WASHINGTON, NC 27889

T&D SOLUTIONS, LLC

P.O. BOX 11948

ALEXANDIA, LA 71315

Vendor Instructions: ELECTRIC DIRECTOR - CONFIRMING - DO NOT MAIL

Quantity	Description	Job Number	Unit Price	Extended
i	INVOICE #T80094 - STORM WORK WIND/TORNADO - APRIL 26-27, 2014		\$36,699.00	\$36,699.00
<b>Sub Total</b>				<b>\$36,699.00</b>
<b>Total Tax</b>				<b>\$0.00</b>
<b>Total</b>				<b>\$36,699.00</b>

Account Number	Account Description	Amount
35-90-6610-5750	TORNADO EXPENSES	\$36,699.00
<b>Total</b>		<b>\$36,699.00</b>

## Approval List

Dept Level Approval: \_\_\_\_\_

Department Head: \_\_\_\_\_

PO Level Approval: \_\_\_\_\_

Purchase Order Prep: \_\_\_\_\_

**National Underground Railroad  
Network to Freedom Program  
National Park Service**

**Site Designation  
for the  
Washington, North Carolina Waterfront**

**City Council  
City of Washington, North Carolina  
June 9, 2014**

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- 12-13 Letter of owner/consent for the Pasquotank River as an Underground Railroad site**

**14 Letter from NPS declaring Pasquotank River as an Underground Railroad site**

**Three (3) cover pages for the Washington, North Carolina Underground Railroad Network to Freedom Program, National Park Service designation Application.**

** = Questions for Washington City Council**

## **What is the Underground Railroad?**

The Underground Railroad (UGRR) refers to efforts of enslaved African Americans to gain their freedom by escaping bondage. Wherever slavery existed, there were efforts to escape, at first to maroon communities in remote or rugged terrain on the edge of settled areas. Their acts of self-emancipation made them “fugitives” according to the laws of the times, though in retrospect “freedom seeker” seems a more accurate description. While most freedom seekers began their journey unaided and many completed their self-emancipation without assistance, each decade in which slavery was legal in the United States saw an increase in active efforts to assist escape. In many cases the decision to assist a freedom seeker may have been a spontaneous reaction as the opportunity presented itself. However, in some places, particularly after the Fugitive Slave Act of 1850, the Underground Railroad was deliberate and organized.

## **What is the National Park Service’s National Underground Railroad Network to Freedom Program?**

Public Law 105-203 the National Underground Railroad Network to Freedom (NTF) Act of 1998 directs the National Park Service (NPS), to establish a program that tells the story of resistance against the institution of slavery in the United States through escape and flight. This story is illustrative of a basic founding principle of this Nation, that all human beings embrace the right to self-determination and freedom from oppression. Through this National Underground Railroad Network to Freedom Program, NPS is demonstrating the significance of the Underground Railroad not only in the eradication of slavery, but as a cornerstone of our national civil rights movement.

The Program is coordinating preservation and education efforts nationwide, and is working to integrate local historical sites, museums, and interpretive programs associated with the Underground Railroad into a mosaic of community, regional, and national stories. There are three main components to the Program:

- Educating the public about the historical significance of the Underground Railroad;
- Providing technical assistance to organizations that are identifying, documenting, preserving and interpreting sites, approximate travel routes and landscapes related to the Underground Railroad, or that are developing or operating interpretive or educational programs or facilities; and
- Develop a Network of sites, programs, and facilities with verifiable associations to the Underground Railroad, referred to as the “Network to Freedom” or the “Network”.

One of the principal objectives of the program is to validate the efforts of local and regional organizations, and make it easier for them to share expertise and communicate with the NPS and each other.

## **What is the Network to Freedom?**

The Network to Freedom is a significant but distinct part of the NPS’ National Underground Railroad Network to Freedom Program. It is a diverse collection of elements comprised of historic sites, facilities and programs that have a verifiable association to the Underground

Railroad. Individuals and organizations themselves are not eligible for the Network, but rather they can nominate the sites, programs and facilities that they work with. The Network incorporates a broad range of listings that have been nominated and evaluated for their association to the Underground Railroad and have met certain established criteria.

Inclusion in the Network does not guarantee that a threatened site will be protected or that preservation will occur. Nor does it guarantee that a program or facility will receive financial assistance for planning or development. However, by including an element in the Network, the NPS acknowledges its verifiable association to the Underground Railroad. This recognition may be used by advocates to draw support for their preservation and commemorative efforts.

Each listing in the Network is authorized to display the Network logo, which will tell the public and all interested entities that the NPS has evaluated the site, program, or facility and acknowledges its significant contribution to the Underground Railroad story.

### **What types of elements are listed in the Network to Freedom?**

In addition to preserving historic sites associated with the Underground Railroad, the NPS, through the Network to Freedom, attempts to tell a comprehensive story of the people and events associated with the struggle for freedom from enslavement. Much of the historic physical evidence of places—the buildings and landscapes—important to the Underground Railroad have been altered or destroyed. To convey the magnitude of this history, it is necessary to recognize commemorative and interpretive efforts, in addition to identifying and preserving the sites that remain. Consequently, the Network was designed to include not only sites, but facilities and programs.

By law, the Network includes the following categories or “elements”:

- All units and programs of the National Park Service determined by the Secretary of Interior to pertain to the Underground Railroad;
- Other federal, state, local, and privately owned properties pertaining to the Underground Railroad that have a verifiable connection to the Underground Railroad and that are included on, or determined by the Secretary to be eligible for inclusion on, the National Register of Historic Places; and
- Other governmental and non-governmental facilities and programs of an educational, research, or interpretive nature that are directly related to the Underground Railroad.

The last category, “governmental and non-governmental facilities and programs” is much more flexible and invites the inclusion of a variety of different categories of listings. Facilities and programs in the Network can have an educational, research, or interpretive scope, as long as they are directly related to, and verifiably associated with, the Underground Railroad. Facilities can include, but not be limited to, archives and libraries, research centers, museums and museum collections, and cultural or commemorative centers. Programs can be even more diverse in nature. They can include, but not be limited to, tours, interpretive talks, travelling exhibits, theater productions, living history presentations and educational programs.

Finally, there are a multitude of Underground Railroad-related sites around the United States that have suffered the impacts of prolonged negligence or developments inconsistent with the historical character of the site. For whatever reasons, these past activities may have left the site ineligible for the National Register of Historic Places. Nonetheless, these sites are often integral parts of the Underground Railroad story. Their significance should not be lost, so the Network to Freedom is designed to include these impacted sites, with the provision that they must be associated with some type of documentation and interpretation.

### **What types of Underground Railroad associations are recognized in the Network?**

Through its definition of the Underground Railroad as resistance to enslavement through flight, the Network to Freedom Program seeks to focus more attention on the freedom seekers themselves. Associations or connections to the Underground Railroad can encompass various activities. Common Underground Railroad associations include places of enslavement from which escapes occurred, water or overland routes, natural areas such as swamps or caves that were used as hiding places, churches with congregations active in the Underground Railroad (even if they were not used as safe houses), the location of legal challenges to the Fugitive Slave Act, maroon communities, destination settlements and even locations where the kidnapping of freedom seekers occurred. These are just some of the possible associations that define Underground Railroad activity. The definition is meant to be fluid to incorporate and encourage new and original investigations, interpretations and commemorative activities around the country.

While the Underground Railroad existed in the context of abolitionism and anti-slavery thought, those associations alone are not sufficient to include a site, facility or program in the Network to Freedom. Participation in the Underground Railroad—escaping from enslavement or assisting the freedom seeker—was a violation of the federal fugitive slave acts and hence illegal. Through their acts of civil disobedience, these individuals demonstrated a higher level of commitment to the principles of freedom and self-determination. It is this level of commitment that is recognized in the Network to Freedom. The line between general abolitionism and specific support of the Underground Railroad can be difficult to discern. Underground Railroad activity would certainly include activities such as sheltering a freedom seeker on one's property or transporting them between safe havens. However, it might also include actions such as taking specific steps to assist freedom seekers or divert pursuers; raising or donating money, food or clothing; facilitating communications among participants; or assisting in the establishment of destination communities.

### **What are the criteria for Network to Freedom eligibility?**

The criteria for inclusion in the Network to Freedom are meant to establish a certain level of legitimacy, accountability, and accuracy in telling the Underground Railroad story. They have been designed, however, to be inclusive and flexible to include as wide a range of elements as possible.

- Any element nominated to the Network must **have a verifiable association to the**

**Underground Railroad.** These associations to the Underground Railroad must be verified using professional methods of historical research, documentation and interpretation. Supporting evidence must be documented in the application through specific citations that would allow the reader to recreate the research.

- Any site, facility, or program that applies for inclusion in the Network must have **the consent of the owner, manager or director**. Public-owned properties must [also] have consent from the site manager. A LETTER OF CONSENT FROM THE PROPERTY OWNER MUST ACCOMPANY EACH APPLICATION.

### Sites

- Places that are ineligible for the National Register or that do not have a determination yet, may be eligible for the Network if they have a demonstrated and verified association to the Underground Railroad, **and** some type of interpretation such as a commemorative or interpretive marker, educational program, brochure or site bulletin. The purpose of this requirement is to provide the public with some sort of contextual reference for understanding the significance of the site. The site must be identified by name and a statement that identifies its Underground Railroad association. Interpretation at a site that lacks integrity for eligibility to the National Register can take many forms:
  - interpretation by skilled guides
  - interpretive wayside exhibits
  - plaques
  - brochures
- Sites on the National Register of Historic Places are **not** required to have an interpretive component to be eligible for inclusion in the Network. Because they physically look like historic places, they are able to convey a sense of the history better than a place where a completely modern building has been constructed on the site. Although not required, sites that are listed in the National Register are encouraged to develop interpretive signs or materials.

### What are the benefits of being listed in the Network to Freedom?

Specific advantages of inclusion in the Network include:

- National recognition of the verifiable association of historic sites, programs, and facilities with the Underground Railroad.
- Inclusion in a Network database featured on the Program's web site, which will include standard information on every site, program, and facility that has been reviewed and accepted into the Network.
- Eligibility for Network to Freedom grants, when funds are appropriated, and assistance in locating project funding. The Network to Freedom Program is working with partners to identify funding sources and raise funds to support interpretation and commemoration efforts.
- The use and display of the National Underground Railroad Network to Freedom logo.
- Inclusion in a nationwide system of comparable sites, programs, and facilities that fosters

networking and coordinating educational, preservation and commemorative activities.

### **What documentation do we have for the Washington, North Carolina Waterfront?**

- Runaway advertisements for slaves in 18<sup>th</sup> and 19<sup>th</sup> century newspapers suggest and/or specifically indicate that slaves escaped to and from Washington to:
  - ✓ Continue his or her escape by vessel
  - ✓ Visit relatives
  - ✓ Visit friends
  - ✓ Pass as free
  - ✓ Hide among the free blacks in Washington
  - ✓ Hide on another plantation in Washington
  - ✓ Travel farther north
  - ✓ Travel farther south
  - ✓ Contraband camp during the Civil War
  - ✓ Contraband armed during Siege of Washington
  - ✓ Heroic act of a contraband (Big Bob)

### **National Underground Railroad Network to Freedom Sites, Programs, and Facilities that have been designated in North Carolina.**

Northeast N.C.

1. \*\*\*Roanoke Island Freedmen's Colony at Fort Raleigh National Historic Site in Dare County.
2. \*\*\* Roanoke Island Freedmen's Colony Memorial Garden at Fort Raleigh, Dare Co.
3. \*\*\* Hotel `de Afrique at Fort Raleigh, Dare Co.
4. \*\*\* Burial site of Quakers Henry Sr. and Dorothy Copeland, Rich Square.
5. \*\*\* The Great Dismal Swamp (GDS) in NE N.C. and SE VA - acreage included:
  - The Great Dismal Swamp
  - Dismal Swamp State Park in South Mills, N.C.
  - Dismal Swamp Canal from Deep Creek, VA to South Mills, N.C.
  - Elizabeth City State University GDS Boardwalk Project in the Currituck
  - Dismal Swamp Welcome Center in South Mills
6. \*\*\* Colonial Park in Edenton
7. \*\*\* Entire Pasquotank River, which is the first river in the country to be designated. *[One of four rivers in the country to be designated]*

8. \*\*\* Roanoke River from Weldon, NC to the Albemarle Sound. *[One of four rivers in the country to be designated]*
9. \*\*\* Historic Halifax State Historic Site in Halifax, NC. *[First district in NC and second district in the country to be designated]*
10. \*\*\* Somerset Place in Creswell.

Eastern N.C.

11. \*\*\* Neuse River from New Bern waterfront to the Pamlico Sound. *[One of four rivers in the country to be designated]*

Southeast N.C.

12. \*\*\* Orange Street Dock Landing on the Cape Fear at Wilmington.

Piedmont N.C.

13. \*\* Friends Historical Collection at Guilford College, Greensboro.
14. \* Pathway to Freedom, Snow Camp.

\*\*\* Site designation

\*\* Facility designation

\* Program/Play designation

## **National Underground Railroad Network to Freedom Southeast Region**

North Carolina is in the Network to Freedom **Southeast Region**, and North Carolina has more designations than any other state in this region, which includes Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Puerto Rico, and the U.S. Virgin Islands. Our Southeast Region Manager is Sheri Jackson, a Park Ranger Historian, based in Atlanta, Georgia. Her contact information is as follows:

Sheri Jackson  
National Park Service  
Atlanta Federal Center  
100 Alabama St, Building 1924  
Atlanta, Georgia 30303  
[sheri\\_jackson@nps.gov](mailto:sheri_jackson@nps.gov)  
404.507.5635

If Sheri Jackson is out of town and you need a question answered immediately please contact:

Diane Miller  
National Program Manager  
402/661-1588  
[diane\\_miller@nps.gov](mailto:diane_miller@nps.gov)

## **Sample Letter of Owner Consent**

To be listed in the Network to Freedom, a letter of consent is required from the owner, manager, or someone authorized to act on their behalf. The letter must include a direct statement consenting to inclusion in the Network such as appears below.

January 10, 2010

[address to Regional Manager]

As the owner/manager of the [site, facility or program name], I consent to its inclusion in the National Park Service National Underground Railroad Network to Freedom.

I consent to share my mailing address, phone number, and e-mail address with others engaged in Underground Railroad commemoration for purposes such as receiving newsletters or informational mailings, announcements of events, or research queries.

Sincerely,

[name and address]

## Letters and Application Cover Pages

- 9 Letter of owner/consent for the Roanoke River as an Underground Railroad site**
- 11 Letter from NPS declaring Roanoke River as Underground Railroad site.**
- 12 Letter of owner/consent for the Pasquotank River as an Underground Railroad site**
- 14 Letter from NPS declaring Pasquotank River as an Underground Railroad site**

**Three (3) cover pages for the Washington, North Carolina Underground Railroad Network to Freedom Program, National Park Service designation Application.**



State of North Carolina  
Department of Justice

ROY COOPER  
Attorney General

9001 Mail Service Center  
Raleigh, NC 27699-9001

Writer's Contact Information:  
Marc Bernstein  
Environmental Division  
Tel: 919-716-6600  
Fax: 919-716-6767  
mbernstein@ncdoj.gov

March 3, 2008

Barbara Tagger  
Southeast Region Coordinator  
Underground Railroad Network to Freedom  
Atlanta Federal Center  
1924 Building  
100 Alabama St., SW  
Atlanta, GA 30303

Re: Underground Railroad Network to Freedom - Roanoke River, North Carolina

Dear Ms. Tagger:

Ms. Wanda E. Hunt McLean has contacted this office regarding her application to have a reach of the Roanoke River designated for inclusion in the National Parks Service Underground Railroad Network to Freedom Program. The application indicates that Ms. McLean is required to secure "[l]etters of consent from all property owners for inclusion in the Network to Freedom . . . ." This letter responds to that requirement.

Under North Carolina law, lands submerged beneath navigable waters generally are not subject to entry and private ownership. Such lands are held by the State in trust for the people of the State. A waterbody is considered navigable, and therefore publicly held, if the waters are subject to navigation, for example, by simple pleasure craft. *Gwathmey v. State ex rel. Department of Env't, Health, & Natural Resources*, 342 N.C. 287 (1995). With regard to the Roanoke River, our courts indicate that there is no debate that the Roanoke River is navigable from the Albemarle Sound to at least the Town of Weldon. *Hampton v. North Carolina Pulp Co.*, 223 N.C. 535 (1943); *Johnson v. Foreman-Blades Lumber Co.*, 216 N.C. 123 (1939); *Hardison v. National Handle Co.*, 194 N.C. 351 (1927); *Roanoke Rapids Power Co. v. Roanoke Navigation & Water Power Co.*, 152 N.C. 472 (1910); *State v. Armistead*, 19 N.C. App. 704 (1973). These authorities establish that the lands beneath the Roanoke River at least up to the Town of Weldon are owned by the State in trust for the public. Therefore, the State is pleased and honored that this site is to be recommended for inclusion in the national network.

Ms. Tagger  
March 3, 2008  
Page 2 of 2

In limited circumstances, submerged lands that are subject to navigation may pass into private ownership. *Gwathmey, supra*. The State is not aware of any tracts beneath the reach of the Roanoke River in Ms. McLean's application of such significance as to be of concern for the purposes of your program.

Your program has represented to the State that designation as an Underground Railroad Network to Freedom site will not effect any changes in property or other rights with regard to these lands and will not create any obligations or duties on behalf of the State. The State relies on this representation specifically in providing its consent by this letter.

Please feel free to contact me if you have any questions.

Sincerely,



Marc Bernstein  
Special Deputy Attorney General

cc: Ms. Wanda E. Hunt McLean



# United States Department of the Interior



National Park Service

Midwest Region  
601 Riverfront Drive  
Omaha, Nebraska 68102-4226

June 27, 2008

H22(MWR-CR/UR)

Ms. Wanda McLean  
126 Chancey Drive  
Elizabeth City, North Carolina 27909

Dear Ms. McLean:

Congratulations! The National Park Service (NPS) evaluated the application for the Roanoke River to be included in the National Underground Railroad Network to Freedom (Network to Freedom). We found that it makes a significant contribution to the understanding of the Underground Railroad in American history and that it meets the requirements for inclusion as a site. We commend you on your dedication to this important aspect of our history and expect that you will join with us in continuing to exemplify the values expressed in the National Underground Railroad Network to Freedom Act.

We notified the owner or manager of the site and are sending them a Certificate of Acceptance that they may display. As a site included in the Network to Freedom, they may use the Network to Freedom logo under certain conditions, such as in plaques or publications. The NPS Regional Program Manager will be pleased to share further information and guidelines on the use of the logo. We will also include the site on the NPS Network to Freedom Web site at [www.nps.gov/ugrr](http://www.nps.gov/ugrr).

Please know that we are aware of your commitment to be stewards of all that the National Underground Railroad Network to Freedom Act embraces. To ensure accurate interpretation of the Underground Railroad to the public, we wish to emphasize that the association with the Network to Freedom may only be represented as it has been approved in the application. We know that you are as committed to quality and high standards as we are and will realize the need for periodic review. Any site in the Network to Freedom is subject to periodic review and may be removed from the Network to Freedom if there is evidence that it no longer meets the criteria for inclusion or if the steward's activities are inconsistent with the goals of the National Underground Railroad Network to Freedom Act. In order to help us stay up-to-date, we rely on you to send us news and examples of flyers, newsletters, programs, brochures, etc. Additionally, you may post news of your upcoming events on the NPS Network to Freedom Web site.

Congratulations again on your successful application for the Roanoke River, which we welcome into the Network to Freedom. We wish you continued success. Please do not hesitate to contact your NPS Regional Program Manager at any time to seek assistance, advice, information, or to let them know about any current activities.

Sincerely,

Ernest Quintana  
Regional Director



State of North Carolina  
Department of Justice

ROY COOPER  
ATTORNEY GENERAL

P. O. BOX 1229  
RALEIGH  
27602-0129

Reply to:  
Marc Bernstein  
Environmental Division  
Tel: (919) 716-6000  
Fax: (919) 716-6767  
mbern@ncdoj.com

March 23, 2004

Barbara Tagger  
Southeast Region Coordinator  
Underground Railroad Network to Freedom  
Atlanta Federal Center  
1924 Building  
100 Alabama St., SW  
Atlanta, GA 30303

Post-it® Fax Note	7671	Date	3/23/04	# of pages	2
To: Wanda F. Hunt-McLean		From: Marc Bernstein			
Co./Dept.		Co.			
Phone #		Phone # 919-716-6600			
Fax #		Fax # 919-716-6767			

Re: Underground Railroad Network to Freedom

Dear Ms. Tagger:

In November 2003, Ms. Wanda Hunt-McLean contacted this office regarding her application to designate the Pasquotank River, or parts thereof, in the National Parks Service Underground Railroad Network to Freedom Program. The application indicates that Ms. Hunt-McLean is required to secure "[1]letters of support from all property owners for inclusion in the Network to Freedom." This letter responds to that requirement.

Under North Carolina law, lands submerged beneath navigable waters generally are not subject to entry and private ownership. Such lands are held by the State but are held in trust for the people of the State. A waterbody is considered navigable, and therefore publicly held, if the waters are subject to navigation so long as they are navigable by simple pleasure craft. *Gwathmey v. State ex rel. Department of Env't, Health, & Natural Resources*, 342 N.C. 287 (1995). With regard to the Pasquotank River, our Supreme Court has held that the "Pasquotank River is a navigable stream. And navigable waters constitute a public highway, which the public is entitled to use for the purposes of travel either for business or pleasure." *Gaither v. Albemarle Hospital, Inc.*, 235 N.C. 431 (1952). The lands beneath the Pasquotank River are owned by the State in trust for the public. Therefore, the State is pleased and honored that this site is to be recommended for inclusion in the national network.

Ms. Barbara Tagger  
Page 2 of 2  
March 23, 2004

In limited circumstances, submerged lands that are subject to navigation may pass into private ownership. *Gwathmey, supra*. We are not aware of any tracts beneath the Pasquotank River of such significance as to be of concern for the purposes of your program. Your program has represented to the State that designation as an Underground Railroad Network to Freedom site will not effect any changes in property or other rights with regard to these lands and will not create any obligations or duties on behalf of the State. We rely on this representation specifically in providing our support by this letter.

Please feel free to contact me if you have any questions.

Sincerely,

  
Marc Bernstein  
Assistant Attorney General

cc: Wanda E. Hunt-McLean  
(via fax only: 252-335-9374)



# United States Department of the Interior



National Park Service

Midwest Region  
601 Riverfront Drive  
Omaha, Nebraska 68102-4226

November 22, 2004

H22 (MWR-CRSP/UR)

Ms. Wanda E. Hunt McLean  
126 Chancey Drive  
Elizabeth City, North Carolina 27909

Dear Ms. McLean:

Congratulations! The National Park Service (NPS) evaluated the application for Pasquotank River to be included in the National Underground Railroad Network to Freedom. We found that it makes a significant contribution to the understanding of the Underground Railroad in American history and that it meets the requirements for inclusion as a site. We commend you on your dedication to this important aspect of our history and expect that you will join with us in continuing to exemplify the values expressed in the National Underground Railroad Network to Freedom Act.

We notified the owner or manager of the site and are sending them a Certificate of Acceptance that they may display. As a site included in the Network to Freedom (Network), they may use the Network logo under certain conditions, such as in plaques or publications. The NPS Regional Coordinator will be pleased to share further information and guidelines on the use of the logo. We will also include the site on the NPS Network to Freedom website at [www.cr.nps.gov/ugrr](http://www.cr.nps.gov/ugrr).

Please know that we are aware of your commitment to be stewards of all that the National Underground Railroad Network to Freedom Act embraces. To ensure accurate interpretation of the Underground Railroad to the public, we wish to emphasize that the association with the Network may only be represented as it has been approved in the application. We know that you are as committed to quality and high standards as we are and will realize the need for periodic review. Any site in the Network is subject to periodic review and may be removed from the Network if there is evidence that it no longer meets the criteria for inclusion or if the steward's activities are inconsistent with the goals of the National Underground Railroad Network to Freedom Act. In order to help us stay up-to-date, we rely on you to send us news and examples of flyers, newsletters, programs, brochures, etc. Additionally, you may post news of your upcoming events on the Network to Freedom website.

Congratulations again on your successful application for Pasquotank River, which we welcome into the Network. We wish you continued success. Please do not hesitate to contact your regional coordinator at any time to seek assistance, advice, information, or to let them know what you are working on.

Sincerely,

Ernest Quintana  
Regional Director





NATIONAL UNDERGROUND RAILROAD NETWORK TO FREEDOM

OMB Control No. 1024-0232

Expires: 07/31/2016

NATIONAL PARK SERVICE
NATIONAL UNDERGROUND RAILROAD NETWORK TO FREEDOM

GENERAL INFORMATION

\* = Need an answer

Type (pick one): X Site Facility Program

Name (of what you are nominating): Washington, North Carolina Waterfront

\*Address:

City, State, Zip: Washington, North Carolina \*

County: Beaufort

\*Congressional District: 3

\*Physical Boundaries of Site/facility:

Address not for publication?

Date Submitted:

Resubmission: Yes No Round:

Is there a website?

Yes No Address:

Is there a visitor phone number?

Yes No Phone number:

Summary: Tell us in 200 words or less what is being nominated and how it is connected to the Underground Railroad.

The town of Washington is situated on the Tar-Pamlico River in eastern North Carolina. Shipbuilding and the transportation of products to and from Washington on the river provided work for skilled enslaved and free blacks, and an embarkation site for enslaved people to escape from the Washington waterfront. In approximately forty slave runaway newspaper advertisements in Stealing a Little Freedom: Advertisements for Slave runaways in North Carolina, 1791-1840 edited by historian Freddie L. Parker, slave owners speculated that slaves were traveling to and from Washington to escape by vessel, visit family, or hide among free blacks. The authentic narratives of William Still document the escape of a man who hid out on a ship traveling from Washington to Philadelphia, and during the Civil War hundreds of slaves poured into Union occupied Washington for protection in a contraband camp. The contrabands were instrumental in helping the Union build forts around Washington. When Confederate soldiers out-numbered Union soldiers, one hundred contrabands were armed to aid in the defense of Washington. And during the Siege of Washington a slave gave his life to save Union soldiers and other contraband in a small vessel on the Tar-Pamlico River during a scrimmage with Confederate soldiers.

FOR NATIONAL PARK SERVICE USE ONLY

I hereby certify that this site facility program is included in the Network to Freedom.

Signature of certifying official/Title

Date



NATIONAL UNDERGROUND RAILROAD NETWORK TO FREEDOM

OMB Control No. 1024-0232

Expires: 07/31/2016

**\* = Need an answer**

**\*Owner/Manager (Share contact information X Yes  No)**

**\*Name:**

**\*Address:**

**City, State, \*Zip: Washington, North Carolina**

**Phone:**

**Fax:**

**E-mail:**

**Application Preparer (Enter only if different from contact above.) (Share contact information  Yes  No)**

**Name: Wanda E. Hunt McLean**

**Address: 126 Chancey Drive**

**City, State, Zip: Elizabeth City, North Carolina 27909**

**Phone: 252.331.3519**

**Fax:**

**E-mail: wehunt@roadrunner.com**

**Application Preparer (Enter only if different from contact above.) (Share contact information  Yes  No)**

**Name: Leesa Payton Jones**

**Address: 1411 Nicholson Street**

**City, State, Zip: Washington, North Carolina 27889**

**Phone: 252.833.0995**

**Fax:**

**E-mail: leesawisdom@aol.com**

**Application Preparer (Enter only if different from contact above.) (Share contact information  Yes  No)**

**Name: Jim Wrenn, Vice-President for the Phoenix Historical Society**

**Address: Quigless Center, 99 Main Street**

**City, State, Zip: Tarboro, North Carolina 27886**

**Phone: 252.641.0294**

**Fax:**

**E-mail: jimwrenn@embarqmail.com**

**Privacy Information:** The Network to Freedom was established, in part, to facilitate sharing of information among those interested in the Underground Railroad. Putting people in contact with others who are researching related topics, historic events, or individuals or who may have technical expertise or resources to assist with projects is one of the most effective means of advancing Underground Railroad commemoration and preservation. Privacy laws designed to protect individual contact information (i.e., home or personal addresses, telephone numbers, fax numbers, or e-mail addresses), may prevent NPS from making these connections. If you are willing to be contacted by others working on Underground Railroad activities and to receive mailings about Underground Railroad-related events, please add a statement to your letter of consent indicating what information you are willing to share.

**Paperwork Reduction Act Statement:** The authority to collect this information is the National Underground Railroad Network to Freedom Act (P.L. 105-203). We will use this information to evaluate properties, facilities, and programs nominated for inclusion in the Network to Freedom. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number. Your response is required to obtain or retain a benefit.



NATIONAL  
UNDERGROUND RAILROAD  
NETWORK TO FREEDOM

OMB Control No. 1024-0232

Expires: 07/31/2016

**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 25 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Information Collection Clearance Officer, National Park Service, 1201 I Street, MS 1237, Washington, DC 20005.

**Please provide an answer for S5, S7, S8, S9a, S9b, S10, and S11.**

**S5. Provide a history of the site since its time of significance to the Underground Railroad, including physical changes, changes in boundaries over time, archeological work, or changes in ownership or use. Be sure to describe what is included in the present application and how that compares to what the site was historically.**

**S7. Describe current educational programs, tours, markers, signs, brochures, site bulletins, or plaques at the site. Include text and photographs of markers.**

**S8. Describe any local, State, or Federal historic designation, records, signage, or plaques at the site.**

**S9a. Is the site open to the public?  Yes  No Days and Hours of Operation:**

**S9b. If open, describe accessibility conditions under the Americans with Disabilities Act.**

**S10. Describe the nature and objectives of any partnerships that have contributed to the documentation, preservation, commemoration, or interpretation of the site.**

**S11. Additional data or comments. (Optional) These brochures and excerpts from sources do not replace the required narrative.**

MEMO

To: Mayor Mac Hodges and the Washington City Council

From: Beth Byrd, Washington Harbor District Alliance

Date: June 2, 2014

Subject: Get Down Downtown! Concert

August 2, 2014

5:00 to 8:00PM

For the last 6 years Washington Harbor District Alliance has brought numerous events to Washington in order to help promote the downtown business district to the outside area. These events take many forms as we produce over 15 events a year not including the weekly Saturday Market.

As you can probably guess events are expensive to produce but by producing them it helps us meet our mission to encourage tourism which helps us improve economic conditions in the Harbor District.

In an effort to bring a well-known band to Washington for the August 2<sup>nd</sup> Get Down Downtown! Concert in Festival Park we have partnered with the adjacent restaurant On the Waterfront. Mr. Dunn, owner of On the Waterfront has supported WHDA for many years and is now incurring even more expense by covering the cost of the band called Mother's Finest from Atlanta, Georgia.

In an effort to promote his restaurant and help with his expenses Mr. Dunn has proposed offering beer & wines sales in his parking lot which is adjacent to Festival Park, just as WHDA has done last year during the Downtown Motown concert on August 24, 2013. Mr. Dunn has modified his liquor license to legally sell beer and wine on the parking lot premises.

I come before you tonight to ask if the Council would support the ability for concert-goers to go back to their seats to consume beer and wine in Festival Park. Last year the beer garden at Downtown Motown proved to be inadequate in size for the concert goers to consume their beverage. Also there were complaints that it was very difficult to see the stage clearly and they wished to return to their seats.

Festival Park will be taped off to form a boundary and there will be signs posted that will clearly indicate where drinking will be permitted. Of course, WHDA will meet with all City requirements and will have paid Washington City police at the event for monitoring.

I hope the Mayor and Council supports WHDA's efforts to create exciting reasons for people to visit Washington. Putting on concerts is frankly a lot of work, but as past surveys at concerts indicate, they are a wonderful tool to use to draw people to Washington from outside communities. They also give Beaufort County citizens another reason to Shop, Dine & Play in our downtown.

We are requesting permission to provide alcohol on the docks next to the Belle of Washington as a backup plan in case it rains for the NFL night the weekend of June the 20th. The original plan is to be on the boat however if the weather is bad they want us to provide alcohol under tents next to the boat on the waterfront. We will be providing plastic cups as well as trash cans. We will be getting permits from the ABC board.

Thank you,

Mary Carolyn Walker

THE BANK bistro&bar

Mayor  
Mac Hodges

City Manager  
Brian M. Alligood



Washington City Council

Richard Brooks  
Doug Mercer  
Larry Beeman  
William Pitt  
Bobby Roberson

**MEMO**

**To: Mayor Hodges & Members of the City Council**  
**From: Adam Waters/Mike Whaley**  
**Date: May 29, 2014**  
**Subject: Contracts for Water Treatment Chemicals**

This memorandum is to inform Council of contract commitments for water treatment chemical requirements for the City for a period of 2 years from July 1, 2014 through June 30, 2016. Contract awarded as follows:

	<u>Vendor</u>	<u>Cost per Unit</u>	<u>Estimated Usage</u>
A.	<u>Amerochem</u>		
	Potassium Permanganate	\$2.19/lb.	\$ 45,990.00
	Liquid Aluminum Sulfate	\$334.19/ton	\$ 28, 406.15
B.	<u>Water Guard</u>		
	Sodium Hypochlorite	\$1.05/gal.	\$ 33,600.00
	Hydroflousilicic Acid	\$ .30/lb.	\$ 10,500.00
	Sodium Bisulfite	\$ 2.05/gal	\$ 41,000.00
C.	<u>Morton Salt</u>		
	Sodium Chloride	\$106.10/ton	\$180,370.00
D.	<u>Jones Chemical</u>		
	Liquid Chlorine – Ton Cylinders	\$900.00/ton	\$ 16,200.00
E.	<u>Chem South</u>		
	Sodium Hexametaphosphate	\$ 1.05/lb.	\$ 18,900.00
F.	<u>Tanner</u>		
	Anhydrous Ammonia	\$ .93/lb.	\$ 8,835.00
		<b>TOTAL</b>	<b>\$383,801.15</b>

Bid Tabulation Attached

**BID TABULATION**

Bid for: Water Treatment Chemicals  
 Opened: 2:00 PM, Tuesday  
 May 20, 2014

Item	Chemical	Cargill Salt	Morton Salt	GEO Chemical	Amerochem	Chem South	Waterguard	Sterling Water	Chemtrade Chem.	Jones Chemical	Tanner
1	Potassium Permanganate				2.19/lb.	2.50/lb.		2.5253/lb.			
2	Sodium Chloride		106.10/ton								
3	Liquid Chlorine-Ton Cylinders									900.00/ton	
4	Hydroflousilicic Acid				.4398/lb.		.30/lb.				
5	Anhydrous Ammonia				.99/lb.						.93/lb.
6	Liquid Aluminum Sulfate			434.50/ton	334.19/ton				529.00/ton		
7	Sodium Hexametaphosphate				2.31/lb.	1.05/lb.	1.08/lb.	1.4925/lb.			
8	Sodium Bisulfite				2.24/gal.		2.05/gal				
9	Sodium Hypochlorite				1.16/gal		1.05/gal				

Recommendation: I recommend we purchase item 1 and 6 from Amerochem. Item 2 from Morton Salt. Items 4,8 and 9 from Waterguard. Item 5 from Tanner. Item 7 from Chem South and item 3 from Jones Chemical.

Signed: Mike Whaley

**BID TABULATION**

Bid for: Water Treatment Chemicals  
Opened: 2:00 PM, Tuesday  
May 20, 2014

---

<u>Item</u>	<u>Chemical</u>	<u>C &amp; S Chemical</u>	<u>DPC Enterprises</u>	<u>Shannon Chem.</u>	<u>Brenntag</u>
1	Potassium Permanganate		no quote		no quote
2	Sodium Chloride				
3	Liquid Chlorine-Ton Cylinders				
4	Hydroflousilicic Acid				
5	Anhydrous Ammonia				
6	Liquid Aluminum Sulfate	367.00/ton			
7	Sodium Hexametaphosphate			1.32/lb.	
8	Sodium Bisulfite				
9	Sodium Hypochlorite				

Recommendation: See page 1.

Signed: Mike Whaley

Mayor  
Mac Hodges

City Manager  
Brian M. Alligood



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

**MEMO**

**To: Mayor Hodges & Members of the City Council**  
**From: Mike Whaley**  
**Date: May 28, 2014**  
**Subject: Information Only – Contracts for Petroleum Products**

The purpose of this request is to inform Council of contract commitments for petroleum product requirements for the City for a period of 2 years from July 1, 2014 through June 30, 2016. Contract awarded as follows:

<u>Vendor</u>	<u>OPIS</u>	<u>Margin</u>	<u>Cost per Gallon</u>	<u>Estimated Usage</u>
A. <u>F. Ray Moore</u> Diesel (Tankwagon)	\$2.9788	\$ .2144	\$3.1932	\$429,485.40
B. <u>Pitt Country Mart</u> Diesel (Transport)	\$2.9714	\$ .0509	\$3.0223	\$241,784.00
87 Octane Gasoline ethanol free (Transport)	\$3.1881	\$ .0294	\$3.2175	\$643,500.00
87 Octane Gasohol (Tankwagon)	\$3.1881	\$ .2554	\$3.4435	\$ 5 ,165.25
Kerosene 1-K	\$4.419	\$ .0000	\$4.419	\$5,744.70
			<b>TOTAL</b>	<b>\$1,325,679.35</b>

Price fluctuations will be governed by the bid margin above or below the OPIS Average Rack price for the commodity on the day April 29, 2014 at Selma, NC. The City will pay the Average Rack price for the commodity on the day of delivery plus or minus the margin bid on April 29, 2014.

BID TABULATION

Bid for: Petroleum Products  
 Opened: 2:00 PM, Thursday  
 May 22, 2014

<u>Item</u>	<u>Petroleum Product</u>	<u>Red Star</u>	<u>Great Lakes</u>	<u>Pitt Country Mart</u>	<u>Petroleum Traders</u>	<u>Potter Oil &amp; Tire</u>	<u>F. Ray Moore</u>
1	87 Octane, Ethanol free (Transport)	no quote	no quote	<b>\$3.2175</b>	\$3.2340	no quote	
2	87 Octane, Ethanol free (Tankwagon)			<b>\$3.4435</b>			\$3.5084
3	Diesel 40 Cetane/w Additive (Tankwagon)			\$3.1942			<b>\$3.1932</b>
4	Diesel (Transport)			<b>\$3.0223</b>	\$3.0263		
5	Kerosene 1-K Grade (Tankwagon)			<b>\$4.4190</b>			

Recommendation: Pitt Country Mart for tankwagon gas, diesel transports , Kerosene and for gasoline transports.  
 F. Ray Moore for tankwagon diesel.

Signed: Michael Whaley



---

MEMORANDUM

DATE: June 9, 2014  
TO: Mayor and City Council  
FROM: Teresa Hamilton, Sr. Admin Support Assist.  
SUBJ: ECU Research Vessel Riggs dockage

The Research Vessel Riggs is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement.

Each year the R/V Riggs provides a list of emergency contacts, as these people tend to change frequently. The list assures the Waterfront Docks that prompt communications can be obtained should it be needed.

The new docking agreement will be for the period of August 15, 2014 – August 14, 2015.

Attached: Emailed Letter of intent from ECU Contract & Bid Assistant, Materials Management, Susan Ball

---

**Teresa Hamilton**

---

**From:** Bibbs, Gwen [BIBBSG@ecu.edu]  
**Sent:** Tuesday, April 29, 2014 9:25 AM  
**To:** Teresa Hamilton  
**Cc:** Ball, Susan Louise; Keusenkothen, Mark Anthony  
**Subject:** FW: East Carolina University (Riggs) Waterfront Docking Agreement

Morning Teresa,

The Diving and Water Safety Office at East Carolina University would like to have a new letter of intent concerning the RV Riggs Waterfront Docking Agreement for the term 2014-2015. As stated below this email will suffice as getting the process started. Thank you so much for your help and a place to keep our vessel.

Thank you  
Gwen Bibbs

---

**From:** Ball, Susan Louise  
**Sent:** Tuesday, April 29, 2014 9:14 AM  
**To:** Bibbs, Gwen  
**Subject:** FW: East Carolina University (Riggs) Waterfront Docking Agreement

Gwen,  
Per our brief telephone conversation this morning, please read the emails below and contact Teresa Hamilton via email and copy me to confirm that your department wants a new agreement for the term of 2014-2015. This will assist in starting up the usual process followed. Thanks.

*Susan L. Ball*  
*Contract & Bid Assistant*  
*Materials Management*  
*200 E. First Street, Bldg. 141*  
*Greenville, NC 27858*  
*(252) 328-1008 PH*  
*(252) 328-4172 FAX*

**Mayor**  
Mac Hodges

**City Manager**  
Brian M. Alligood



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

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**To: Mayor Hodges & Members of the City Council**  
**From: Matt Rauschenbach, C.F.O.**  
**Date: June 9, 2014**  
**Subject: General Fund Budget Transfer**

The Budget Officer transferred the following funding between departments of the General Fund: \$4,000 from Outside Agencies to the Water Front Docks Department to furnish the lighthouse RR/boater facility and \$13,010 from Outside Agencies to the Parks & Grounds Maintenance Department for the repair and maintenance of all park/facility bleachers.

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 requests are attached

## Request for Transfer of Funds

Date: 5/15/2014

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

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

	Department	Account Number	Object Classification	Amount
FROM:	10-40-6170	9106	WHDA	4,000
TO:	10-40-6124	7000	Non-capitalized Purchases	4,000

For the purpose of: Office furniture, VHF radio base/antenna, and computer for light house restrooms/boater facility

\_\_\_\_\_  
 Supervisor

  
 \_\_\_\_\_  
 Department Head

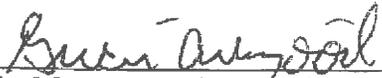
**ACTION OF CITY MANAGER OR FINANCE DIRECTOR**

Approved:

Disapproved:

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

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

  
 \_\_\_\_\_  
 City Manager or Finance Director

5/16/14

## Request for Transfer of Funds

Date: 5/29/2014

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	WHDA	13,010
TO:	10-40-6130	1501	Maint/Repair grounds	13,010

For the purpose of: Bleacher maintenance and repair

Supervisor	 Department Head
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ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

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

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

\_\_\_\_\_  
City Manager or Finance Director

\_\_\_\_\_  
Date

## Load Management Device Installation Report

Project Start Date : October 2010

	May 2014	Project to Date
Total Load Management Device Installations	32	2,775
Total Accounts Added with Load Management	29	1,998
<b>Appliance Control Installations</b>		
Air Conditioner / Heat Pump	20	2,073
Auxiliary Heat Strip	13	1,059
Electric Furnace	0	276
Water Heater	26	1,623
<b>Total Encumbrances to Date</b>		
Load Management Devices		\$ 130,600
Contractor Installations		\$ 280,000
Total Project Encumbrances		\$ 410,600
<b>Total Expenses to Date</b>		
Load Management Device Purchases		\$ 130,600
Contractor Installation Expenses	\$ 3,380	\$ 274,150
Total Project Expenses		\$ 404,750
Average Cost per Load Management Device Installed		\$ 145.86
Average Installed Cost per Controlled Appliance		\$ 80.45

Load Management Devices Remaining in Stock      725



# HUMAN RELATIONS COUNCIL

*102 East 2nd Street*

*Washington, NC 27889*

*Phone: 252-975-1280*

*Fax: 252-974-6461*

## Human Relations Council (HRC) Report for the month of May Monday June 9, 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

### **SCHEDULED PUBLIC APPEARANCES: NONE**

### **OLD BUSINESS:**

**Discussion – Expiring terms of Board members Florence Lodge, Sandra Albritton, and Barbara Gaskins:** Chairman Hughes acknowledged Board member Lodge had submitted her application for reappointment. Also, Chairman Hughes mentioned the one vacant position and requested support from all members in seeking candidates to appoint.

**Discussion – Fair Housing Forum:** Chairman Hughes acknowledged Board member O’Pharrow for his time invested in coordinating this event. By consensus, the Board agreed the Fair Housing Forum was successful and wishes to partner with Washington Housing next year.

### **NEW BUSINESS:**

**Discussion:** Criminal Justice Outreach Manager, Kimberly Grimes provided updates on “National Night Out” and NFL Football weekend. NFL Football weekend has been scheduled for June 20-21, 2014 and National Night Out has been scheduled for Tuesday, August 5, 2014.

Councilman Mercer informed Board members of “First Responder Appreciation Day” scheduled for Saturday, June 28 from 11 am – 4 pm.

Board member Lodge voiced a complaint from citizens referencing West 7<sup>th</sup> Street. The resident is afraid to call the Police Department but feels there are questionable activities going on in the neighborhood. City Manager, Brian Alligood requested Lt. Chrismon and WPD check into the complaint and provide updates.

### **OTHER BUSINESS:**

**FYI** – All FYI items and reminders were discussed inclusive of March 11 and April 8, 2014 reports submitted to City Council, financial report, Councilman Mercer’s donation to Ed Peed commemoration, and Fair Housing presenter’s thank you letters.

**OPEN DISCUSSION:**

Discussion was held regarding the June 10 and July 8, 2014 Human Relations Council meetings. Chairman Hughes voiced that City Council will make appointments and reappointments on June 9, 2014. Accordingly, the election of officers for the Human Relations Council shall be held annually at the last meeting of Council fiscal year. Board members did not have any action

By consensus, the Board agreed to meet for their regularly scheduled meeting on Tuesday, June 10, 2014.

By motion of Chairman Hughes, seconded by Board member Lodge, the Board agreed to cancel the Tuesday, July 8, 2014 meeting and to meet on the regularly scheduled meeting Tuesday, August 12, 2014.



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Cynthia S. Bennett, City Clerk  
**Date:** May 30, 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 for expiring terms 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.

Nominations will be made by the Council liaisons at the June 9, 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:** 6/10/14 Date Concur Agmt Recommend Denial \_\_\_\_\_ No recommendation \_\_\_\_\_

**ACTIONS SUGGESTED:**

**A. Planning Board- (Bobby Roberson – Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Planning Board, to fill the expiring term of **Jane Alligood** term to expire June 30, 2017.

I move that the City Council appoint \_\_\_\_\_ to the Planning Board, to fill a vacant position, term to expire June 30, 2017.

**B. Enlarged Planning Board -(Bobby Roberson – Liaison)**

I move that the City Council appoint \_\_\_\_\_ to the Enlarged Planning Board, to fill a vacant position, term to expire June 30, 2017.

**C. Enlarged Board of Adjustment –(Richard Brooks – Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Enlarged Board of Adjustment, to fill the expiring term of **Steve Fuchs**, term to expire June 30, 2017, subject to the concurrence of the Beaufort County Board of Commissioners.

**D. Board of Library Trustees -(Bobby Roberson – Liaison)**

I move that the City Council appoint \_\_\_\_\_ to the Board of Library Trustees, to fill the unexpired term of **Deborah J. Midgett**, term to expire June 30, 2015.

**E. Recreation Advisory Committee –(Richard Brooks – Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Recreation Advisory Committee to fill the expiring term of **Carl W. Moore, Jr. (outside)** term to expire June 30, 2017.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Recreation Advisory Committee to fill the expiring term of **Annie Moore (inside)** term to expire June 30, 2017.

I move that the City Council appoint \_\_\_\_\_ to the Recreation Advisory Committee to fill the expiring term of **Audrey Woolard (inside)**, term to expire June 30, 2017.

**F. Historic Preservation Commission – (Larry Beeman –Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Historic Preservation Commission to fill the expiring term of **Edward Hodges** term to expire June 30, 2017.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Historic Preservation Commission to fill the expiring term of **Judith Hickson**, term to expire June 30, 2017.

**G. Washington Tourism Development Authority - (Bobby Roberson – Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Tourism Development Authority, to fill the expiring term of **David Gossett** term to expire June 30, 2017.

I move that the City Council appoint \_\_\_\_\_ to the Washington Tourism Development Authority, to fill the unexpired term of **Richard Andrews** term to expire June 30, 2016.

**H. Human Relations Council – (William Pitt – Liaison)**

I move that the City Council appoint \_\_\_\_\_ to the Human Relations Council to fill the expiring term of **Florence Lodge**, term to expire June 30, 2017.

I move that the City Council appoint/ reappoint \_\_\_\_\_ to the Human Relations Council to fill the expiring term of **Barbara Gaskins**, term to expire June 30, 2017.

I move that the City Council appoint \_\_\_\_\_ to the Human Relations Council to fill the expiring term of **Sandra Albritton**, term to expire June 30, 2017.

I move that the City Council appoint \_\_\_\_\_ to the Human Relations Council to fill a vacant position, term to expire June 30, 2017.

**I. Animal Control Appeals Board – (Doug Mercer – Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Animal Control Appeals Board to fill the expiring term of **Tucker Talley**, term to expire June 30, 2017.

I move that the City Council appoint \_\_\_\_\_ to the Animal Control Appeals Board to fill the expiring term of **Dee Congleton**, term to expire June 30, 2017.

**J. Washington Electric Utilities Advisory Commission – (William Pitt – Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Electric Utilities Advisory Commission to fill the expiring term of **Warren Smith (Washington Park)**, term to expire June 30, 2017.

I move that the City Council appoint \_\_\_\_\_ to the Washington Electric Utilities Advisory Commission, to fill the expiring term of **Reid Brodie (inside)**, term to expire June 30, 2017.

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

I hereby appoint/reappoint \_\_\_\_\_ as a member of the Washington Housing Authority to fill the expiring term of **Gil Davis**, term to expire June 30, 2019.

I hereby appoint/reappoint \_\_\_\_\_ as a member of the Washington Housing Authority to fill the expiring term of **Josephine Royster**, term to expire June 30, 2019.

Requested Board Planning Board

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

NAME Jane L. Alligood

ADDRESS 218 Simmons Street

PHONE (WORK) Cell 258-8076 (HOME) 946-8840

E-MAIL ADDRESS jalligood@aol.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 66 YEARS

YEARS OF EDUCATION Masters Degree in Library Science

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

IF YES, PLEASE INDICATE 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 have served on the Planning Board for several years.

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.

6-3-14

Date

Jane L. Alligood  
Signature

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

Requested Board PLANNING BOARD

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

NAME D. HOWELL MILLER

ADDRESS 308 LAWSON ROAD, WASHINGTON, NC 27889

PHONE <sup>CELL</sup> ~~WORK~~ 947-0192 (HOME) 946-4909

E-MAIL ADDRESS howellm65@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 27 YEARS

YEARS OF EDUCATION MASTERS DEGREE

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.*

My professional experience has allowed me to plan and execute projects in an industrial/business environment. I understand budgeting, permits, and cooperation.

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

May 5, 2014  
Date

D. Howell Miller  
Signature

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

Primary Board Planning board Other Boards Electric

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

NAME Ronald Lundy  
(Please Print)

ADDRESS 221 west main street

PHONE NO. (BUSINESS) 252-515-2226 (HOME) \_\_\_\_\_

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

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

YEARS OF EDUCATION 12

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

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

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

As a young active member in the community I feel that I can offer diversity to the board and as a-

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.

Ronald S. Lundy  
Signature

May 22nd 2014  
Date

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

Professional I feel as though I am able to offer a valuable opinion that can help benefit our community.

Requested Board 1. WASHINGTON TOURISM DEVELOPMENT BOARD

2. PLANNING BOARD ✓

3. WASHINGTON ELECTRIC UTILITIES ADVISORY COMMISSION

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

NAME NORMAN V HAWN

ADDRESS 102 E 14TH ST WASHINGTON, NC 27889

PHONE (WORK) \_\_\_\_\_ (HOME) 704-574-6786

E-MAIL ADDRESS NORMAN9987@HOTMAIL.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 HS w/ 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.

MUCH OF MY TIME IS SPENT ENJOYING THE LOCAL WATERWAYS AND ENGAGING WITH THE COMMUNITY. I'M HEAVILY INVOLVED WITH SEVERAL SAILING CLUBS, AND RECREATIONAL ACTIVITIES. I'VE SPENT SOME TIME DISCUSSING VARIOUS OPPORTUNITIES AND IDEAS TO INCREASE INVOLVEMENT WITHIN THE LOCAL AND REGIONAL COMMUNITY WITH MEMBERS OF

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.

16 MAY 2014

Date



Signature

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

VARIOUS BOARDS/COMMITTEES SUCH AS TOWN COUNCIL MEMBERS, AND HISTORIC & TOURISM MEMBER IT'S WITH THEIR SUGGESTION THAT I HAVE DECIDED TO STEP FROM A PASSIVE TO ACTIVE MEMBER ON THE TOURISM BOARD.

I'M QUALIFIED FOR THE PLANNING AND ELECTRIC BOARDS FROM MY EXPERIENCES IN THE MILITARY AND MY CURRENT POSITION AS MANAGEMENT IN A LOCAL BUSINESS HERE IN TOWN. OVER SEEING LARGE CONTRACTS AND SEEING THE DIRECT EFFECTS OF LOCAL POLICY AND REGULATION AND IT'S IMPACT ON THE SURVIVAL AND SUCCESS OF LOCAL BUSINESS PUTS ME IN AN ADVANTAGEOUS POSITION TO PROVIDE INSIGHT ON THE CAUSE/EFFECT RELATIONSHIP OF POLICY AND ECONOMY.

*Enlarged*  
Requested Board Planning Board

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

NAME Rawls Howard III, AICP, CZO

ADDRESS 201 Canterbury Rd. Washington NC 27889

PHONE (WORK) 252-940-1761 (HOME) 252-916-8998

E-MAIL ADDRESS rawlshoward@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 1 Month YEARS

YEARS OF EDUCATION Master of Arts in Geography and Planning

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 over 15 years of experience in urban planning. I currently work in housing and enforcement with the City of Greenville. I will be moving to Washington on June 1st of 2014 and am looking to get involved in my new community given the amount of experience that I have working in the planning field. I have served as the staff liaison to planning and zoning boards all over the country and believe it would be a great learning experience working in an advisory capacity. I believe I can bring a good skill set to the table.

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.

4-15-14  
Date

Rawls Howard III  
Signature

*Enlarged*  
Requested Board Planning Board

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

NAME Jimmie Whichard

ADDRESS 513 Bay Lake St. (Whichard's Beach Rd) Chocowinity NC 27817

PHONE (WORK) 252 945 5094 (HOME) 252 975 6027

E-MAIL ADDRESS homeonpiling@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 67 YEARS

YEARS OF EDUCATION BS BUSINESS Education

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

IF YES, PLEASE INDICATE \_\_\_\_\_

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

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

Life long RESIDENT AND BUSINESS OWNER. Helped build and maintain several subdivisions. As owner of a construction company I have worked all over the County putting homes on piling.

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 4/29/2014

Signature Jimmie Whichard

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

Requested Board Board of Adjustment

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

NAME Steven C. Fuchs

ADDRESS 125 Honey Pod Farm Rd., Washington, NC 27889

PHONE (WORK) 975-7474 (HOME) 943-8200

E-MAIL ADDRESS sfuchs1020@aol.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 34 YEARS

YEARS OF EDUCATION 18 years Master's Degree

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

IF YES, PLEASE INDICATE Board of Adjustment since 1990

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

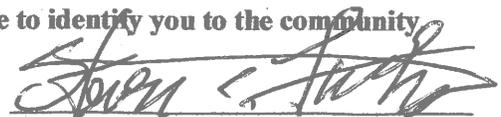
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I have served the Board of Adjustment since 1990. I bring a wealth of knowledge and experience and would be honored if I can serve again.

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

26 May 2014

Date



Signature

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 Ray Midgett

ADDRESS 108 Simmons Street

PHONE (WORK) 704 813-8197 (HOME) 252 975-2320

E-MAIL ADDRESS rmidgett@gmail.com

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

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

YEARS OF EDUCATION Master of Education

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

IF YES, PLEASE INDICATE City of Washington Docks

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 was a public school educator for 32 years. During my career, I managed the automation of school libraries in two school systems and managed library/medis program in the Winston-Salem/Forsyth County schools.

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.

June 2, 2014  
Date

Ray Midgett  
Signature

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 polcat793@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 <sup>the</sup> AND, in the event you are appointed, it may be used as a news release to identify you to the community. <sub>best.</sub>

12/20/13  
Date

Polk Culpepper  
Signature

Requested Board Library Board of Trustees

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

NAME Stephen H. Moler

ADDRESS 103 Lee Place, Washington, NC

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

E-MAIL ADDRESS ssmoler@centurylink.net

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 44 YEARS

YEARS OF EDUCATION 19 years.

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

IF YES, PLEASE INDICATE Yes, I was on the 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.*

In the 1970's I was chairman of the Brown Library Expansion Committee

I have been using the Library services for many years and I think I can help the Library in its future plans.

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

May 8, 2014

Date

Stephen H. Moler

Signature

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 Clyde F. Swanner, Jr. "Sonny"

ADDRESS 731 WEST 2ND STREET ; WASHINGTON, N.C. 27889

PHONE (WORK) 252-317-3519 (HOME) /cell 252-944-7700

E-MAIL ADDRESS SSWANNER@SELECTBANKANDTRUST.COM

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 38 YEARS

YEARS OF EDUCATION 17

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

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NONE ANTICIPATED IF YES, EXPLAIN \_\_\_\_\_

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

BASED ON PRIOR PROFESSIONAL & WORK EXPERIENCE

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

5/16/2014  
Date

Clyde F. Swanner, Jr.  
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 Carl W Moore Jr. aka CW Moore

ADDRESS 203 Hillingdale Dr. Washington NC 27889

PHONE (WORK) 252.714.3621 (HOME) 252.944.5677

E-MAIL ADDRESS cw.moore76@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 20 YEARS

YEARS OF EDUCATION High School Graduate, 1 year of 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 \_\_\_\_\_

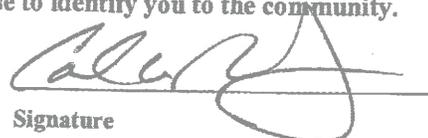
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I have coached several seasons of youth athletics, Cal Ripken Baseball, Optimist Soccer, Upwards Basketball.

I have a vested interest in the future of the youth programs within Beaufort County as I have two children currently participating. I would also like to be more involved in the behind the scenes action, as well advising what parents, and children need or would like to see within Washington's youth athletic development. I have excellent references such as Chip Edwards 252.943.4398; Tom Anglim 252.940.4010; Sandy Blizzard 252.944.6106

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

5/28/14  
Date

  
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 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 groups 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.

5/28/2014  
Date

Annie D. Moore  
Signature

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

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.

Requested Board RECREATION Advisory

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

NAME JERRY L. Cobb

ADDRESS 6872 MARKET STREET EXTENSION, WASHINGTON, N.C. 27889

PHONE (WORK) 252-946-2141 (HOME) 252-948-0403

E-MAIL ADDRESS JERRY.COBBS@NCCOMMERCE.COM

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 59 YEARS

YEARS OF EDUCATION 16 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.

My EXPERIENCE AS SOFTBALL AND FOOTBALL COACH DURING My Military CAREER. My LOVE FOR SPORTS AND Support For Adults AND Children ALIKE Who Play THEM.

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.

4/10/2014  
Date

Jerry L. Cobb  
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 Betsy Lee Hodges

ADDRESS 102 Dogwood Drive, Washington, NC 27889-5410

PHONE (WORK) \_\_\_\_\_ (HOME) (52) 925-4790

E-MAIL ADDRESS blh1480@hotmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? here except for YEARS Born & raised here. Lived about 10 years or so when I worked other jobs not in Beaufort County

YEARS OF EDUCATION 17

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

IF YES, PLEASE INDICATE \_\_\_\_\_

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

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

Education - BS in Health & Physical Education and MAEd in Education from East Carolina University  
Past work experience - Girls Scout Council of Coastal Carolina, Public and private school teacher and Beaufort Co. Community College  
(see back for continuation)

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

May 9, 2014  
Date

Betsy Lee Hodges  
Signature

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

With Girl Scouts, I was a field director who trained Girl Scout leaders in developing and carrying out Girl Scout programs. I specialized in camping skills with troops.

As the Resident Camp Director for the Council, I directed the summer long sessions at Camp Pretty Pond in Wilmington and sailing sessions at Camp Hardee. I hired & supervised staff, ordered food and supplies for the sessions and coordinated efforts to maintain and upgrade the facilities with the camp rangers.

Taught high school health & physical education at White Oak High School in Jacksonville and all grades at Pungo Christian Academy.

At Beaufort County Community College I served as HRD Director where I assisted unemployed persons in finding employment.

The third reason why I feel qualified for this position is a desire and willingness to serve, to provide an opportunity for all and a willingness to listen and make decisions fair to everyone.

Requested Board Recreation Advisory Committee

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

NAME DR. F. SUSAN MURRELL

ADDRESS 1610 VAN NORDEN STREET, WASHINGTON, D.C. 27889

PHONE (WORK) \_\_\_\_\_ (HOME) (252) 946-3417

E-MAIL ADDRESS \_\_\_\_\_

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 20 YEARS

YEARS OF EDUCATION 20 years

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

IF YES, PLEASE INDICATE Brown Library, city planning Board, + public relations

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 a B.A degree in physical education; M.A. degree in Supervision and Counseling; Ed.D in education, and 1st Lt. U.S. Army.  
I would like to share my expertise, experience and knowledge to those individuals that I come in contact with. We all must demonstrate humility and compassion to invigorate others.

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.

14 Apr. 14  
Date

F. Susan Murrell, Ed.D.  
Signature

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

Requested Board Recreation

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

NAME Barbara Gaskins

ADDRESS 719 E. 9th St

PHONE (WORK) (252) 636-4988 (HOME) (252) 721-8155

E-MAIL ADDRESS bgaskins@coastalhorizons.org

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

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

YEARS OF EDUCATION BS Behavioral Science

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

IF YES, PLEASE INDICATE Human Relations

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 very hard trying to implement activities to bring the community together as a whole. I am a very hard working person with a lot of positive ideas to bring potential growth and more community involvement to Washington.

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

5/5/14  
Date

[Signature]  
Signature

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

Primary Board HPC Other Boards \_\_\_\_\_

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

NAME JUDITH T. HICKSON  
(Please Print)

ADDRESS 627 WEST 2ND STREET

PHONE NO. CELL (BUSINESS) 516-972-2599 (HOME) 974-1033

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 6+ YEARS

YEARS OF EDUCATION MA plus

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

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)  
(OPTIONAL): Use back of sheet if additional space is needed  
I LIVE IN THE HISTORIC DISTRICT (WILLIAMSHOUSE 1857)  
AND WANT TO SEE OUR HISTORIC BUILDINGS  
PRESERVED AND ENHANCED.

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.

J. Hickson  
Signature  
May 28, 2014  
Date

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

Requested Board Historic Preservation Commission

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

NAME Edward M. Hodges, Jr.

ADDRESS 101 East 10th Street Washington, NC 27889

PHONE (WORK) retired (HOME) 252-946-4638 252-943-4420 (cell)

E-MAIL ADDRESS emhodges@hotmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 60 YEARS

YEARS OF EDUCATION college graduate

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

IF YES, PLEASE INDICATE currently serve on the Historic Preservation Commission

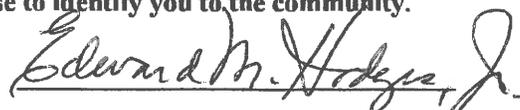
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? no IF YES, EXPLAIN \_\_\_\_\_

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

I am completing my first term on the HPC. I was selected the chairman in October. I am a retired United States history teacher and live in the North Market Street Historic District. I am very interested in historic preservation. It takes a good deal of time to learn the guidelines and procedures for the commission. I have tried to be a very conscientious member and have attended outside training when it was available. I would like to continue my work on the commission. Therefore, I am seeking reappointment to the commission when my term expires this June 2014.

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

April 28, 2014  
Date

  
Signature

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

Requested Board Washington Tourism Advisory Board

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

NAME Jimmie Southerland

ADDRESS 681 E. Water St

PHONE (WORK) 919-876-9239 (HOME) 252-943-6121

E-MAIL ADDRESS jimmie@adwebonline.com

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

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

YEARS OF EDUCATION 14

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

IF YES, PLEASE INDICATE I worked with 300th Committee in marketing.

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 a strong background in marketing and believe I may be of some help in this area.

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

5/14/2014

Date

Jimmie H Southerland

Signature

Digitally signed by Jimmie H Southerland  
DN: cn=Jimmie H Southerland, o=Advantage One LLC, ou=ema, email=jimmie@adwebonline.com, c=US  
Date: 2014.05.14 14:57:33 -0400

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

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

NAME David L. Gossett

ADDRESS 412 River Rd, Washington, NC 27889

PHONE NO. (BUSINESS) 252-9462897 (HOME) SAME

EMAIL ADDRESS: wildfowltaxi@gmail.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 45 years

EDUCATION BS Degree From NCSU

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

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: N/A

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION. I have been a member of the WTDA since 2000. Show Chairman of the ECWAP for 17 years

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed. The future of the WTDA is slowly evolving and I would like to continue my work with the Board.

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

  
\_\_\_\_\_  
Signature 4-15-14  
Date

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



with the East Carolina Wilfowl Guild, The Waterfowl Festival, and the Washington Summer Festival as Duck Dog Chairmen, has left me with a desire to do more for our great City. We have so much to offer from our "inner-banks" geography to our historical heritage that we must stay open-minded to fresh ideas and thoughts towards new development. We also have to continue to embrace thoughts of improvement because, "if you finish changing, you're finished."

I'm convinced that you have to "give the people what they want" and the people always want more! I am constantly reminded by my children that you have to stay ahead of the times through your thought process and keep up with the "pop culture" of today. Exposure through my travels has revealed such.

With the current freedom that I have now, I ~~am~~ more capable of being devoted to the responsibilities of this board and what its demands are. I believe I have something to offer and I can make a difference!

Requested Board 1. WASHINGTON TOURISM DEVELOPMENT BOARD ✓

2. PLANNING BOARD

3. WASHINGTON ELECTRIC UTILITIES ADVISORY COMMISSION

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

NAME NORMAN V HAWN

ADDRESS 102 F 14TH ST WASHINGTON, NC 27889

PHONE (WORK) \_\_\_\_\_ (HOME) 704-574-6786

E-MAIL ADDRESS NORMAN9987@HOTMAIL.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 HS w/ 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.

MUCH OF MY TIME IS SPENT ENJOYING THE LOCAL WATERWAYS AND ENGAGING WITH THE COMMUNITY. I'M HEAVILY INVOLVED WITH SEVERAL SAILING CLUBS, AND RECREATIONAL ACTIVITIES. I'VE SPENT SOME TIME DISCUSSING VARIOUS OPPORTUNITIES AND IDEAS TO INCREASE INVOLVEMENT WITHIN THE LOCAL AND REGIONAL COMMUNITY WITH MEMBERS OF

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.

16 MAY 2014

Date



Signature

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

VARIOUS BOARDS/COMMITTEES SUCH AS TOWN COUNCIL MEMBERS, AND HISTORIC & TOURISM MEMBER IT'S WITH THEIR SUGGESTION THAT I HAVE DECIDED TO STEP FROM A PASSIVE TO ACTIVE MEMBER ON THE TOURISM BOARD.

I'M QUALIFIED FOR THE PLANNING AND ELECTRIC BOARDS FROM MY EXPERIENCES IN THE MILITARY AND MY CURRENT POSITION AS MANAGEMENT IN A LOCAL BUSINESS HERE IN TOWN. OVER SEEING LARGE CONTRACTS AND SEEING THE DIRECT EFFECTS OF LOCAL POLICY AND REGULATION AND ITS IMPACT ON THE SURVIVAL AND SUCCESS OF LOCAL BUSINESS PUTS ME IN AN ADVANTAGEOUS POSITION TO PROVIDE INSIGHT ON THE CAUSE/EFFECT RELATIONSHIP OF POLICY AND ECONOMY.

**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](mailto:cbennett@washingtonnc.gov)*

**Name** Bonita Wright

**Address** 811 East 8th st washington nc

**Phone Numbers** 2529161751 (Business) \_\_\_\_\_ (home, cell or both)

**Email Address** nitaboo4u27@yahoo.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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**Bonita Wright**

\_\_\_\_\_  
(Signature)

05/12/2014

\_\_\_\_\_  
(Date)

Requested Board Human Relations Council

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

NAME Marc A. Recko

ADDRESS 103 Mallard Drive Washington, NC 27889

PHONE (WORK) 252-946-0061 (HOME) 252-944-7284

E-MAIL ADDRESS marc@whamerha.com

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

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

YEARS OF EDUCATION 14

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.*

After having been raised in a very diverse community, I have dedicated my professional life to the field of low and moderate income housing. I believe that a large part of my success has been due to the understanding that communities are made of more than just bricks and mortar - that they are also made of the relations between people living in that community. In turn, those individuals and communities must relate to the City, State, and Country in which they reside. In order to be successful, we must strive toward the best human relations possible in a community of diversity.

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

May 15, 2014  
Date

  
Signature

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

### City of Washington Human Relations Council Application

In the interest of enhancing communication and relationships between all people in the City of Washington, the Washington City Council seeks citizens to serve on the Human Relations Council. Ideal candidates will have a sincere desire to work with all segments of the community to mediate tension and conflict and work to find resourceful solutions to problems.

NAME: Susan Kinnion Lundy  
(please print)

ADDRESS: 221 West Main Street Washington, NC 27889

PHONE NUMBER (work) 252-947-5100 (home) 252-947-5100

email: eastcoastbookcompany@hotmail.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 fell qualified for this appointment. (Use the back of this form if you need additional space.)

New to the community. Would like to see the community involve youthful energy and a desire to share this great community with everyone

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.

Susan Kinnion Lundy  
(signature)

5-13-14  
(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](mailto:cbennett@washingtonnc.gov)*

**Name** Florence E. Lodge

**Address** 855 Magnolia School Road, Washington, NC 27889

**Phone Numbers** 252-946-2167 (Business) \_\_\_\_\_ (home, cell or both)

**Email Address** N/A

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).  
Human Relations Council

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 am interested in my county and my community. I love to serve wherever is needed in helping others.  
We might can't solve all the problems but we can provide a listening ear and hopefully solve as  
may as possible.

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.

Florence E. Lodge  
(Signature)

4-16-14  
(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 cbernett@washingtonnc.gov*

Name BARBARA GASKINS

Address 719 E 9TH STREET

Phone Numbers 252-721-8155 (Business) 252-636-4988 (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 servc(d).  
HUMAN RELATIONS COUNCIL

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.

MY DEGREE IS IN BEHAVIORAL SCIENCE AND I HAVE A BACKGROUND IN BOTH MENTAL HEALTH, SUBSTANCE ABUSE AND DOMESTIC VIOLENCE,

THIS ALLOWS ME TO FULLY UNDERSTAND THE SOCIAL AND INTERPERSONAL RELATIONS BETWEEN PEOPLE OF THE COMMUNITY.

I AM ALSO A VERY COMMITTED ACTIVIST WHO HAS DONE SEVERAL ACTIVITIES IN THE COMMUNITY TO HELP STRENGTHEN THE TIES WITHIN THE 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.

**BARBARA GASKINS** 

(Signature)

5/15/14

(Date)

Requested Board Animal Control Appeals Board

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

NAME Phyllis Schulte

ADDRESS 128 E. 14<sup>th</sup> St.

PHONE (WORK) \_\_\_\_\_ (HOME) 252-833-4262

E-MAIL ADDRESS fifi2129@rochester.rr.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 Masters degree in Education

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

IF YES, PLEASE INDICATE \_\_\_\_\_

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

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

As a responsible dog owner, I understand the commitment people must make to protecting the animals and people in a neighborhood setting. I consider myself a fair person and able to hear and analyze difficult

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

May 28, 2014  
Date

Phyllis Schulte  
Signature

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

Situations. I worked with emotionally disturbed children for many years and understand complexities of situations and people's emotions.

Requested Board Animal Control Appeals Board

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

NAME Tracy Doggett

ADDRESS 322 E 11<sup>th</sup> St.

PHONE (WORK) 252-414-8078 <sup>or</sup> (HOME) 252-558-7240

E-MAIL ADDRESS tracy.leigh@outlook.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? since Nov 2011 YEARS

YEARS OF EDUCATION HS Graduate

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.

although I have and adore animals, I am logical when it comes to various situations. Basically I'm not very emotional or mushy.

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 5/28/14

Signature Tracy Doggett

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

Requested Board Animal Control Appeals Board

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

NAME Mary Magdalene Van Gorden

ADDRESS 319 E 11th St. Washington Nc. 27889

PHONE <sup>cell</sup> ~~(WORK)~~ 252-414-3708 (HOME) same

E-MAIL ADDRESS \_\_\_\_\_

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

1976-1990 2010-2014

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 16 yrs / 4 YEARS

YEARS OF EDUCATION completed 11th grade

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 pets and I know what is right and wrong. what to do for your animals and what to do with them when they do wrong.

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

5-28-2014  
Date

Mary M. Van Gorden  
Signature

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

Requested Board Animal Control Appeals Board

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

NAME Mary Tucker Talley

ADDRESS 420 Riverside Drive

PHONE (WORK) (252)946-7177 (HOME) (252)946-9915

E-MAIL ADDRESS tmtalley@embarqmail.com

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

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

YEARS OF EDUCATION 14

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

IF YES, PLEASE INDICATE Animal Control Appeal 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.*

Have served on board since 2005

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

5/29/14  
Date

  
Signature

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

WASHINGTON ELECTRIC  
Requested Board UTILITIES ADVISORY COMMISSION

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

NAME D. HOWELL MILLER

ADDRESS 308 LAWSON RD, WASHINGTON, NC 27889

PHONE (CELL) 947-0192 (HOME) 946-4909

E-MAIL ADDRESS howellm65@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 27 YEARS

YEARS OF EDUCATION MASTERS DEGREE

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 experience in planning, budgeting, and implementing utility projects in an industrial and community infrastructure projects. ELECTRICAL projects at P&S phosphate and in the community in which I lived before moving to Washington

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

May 5, 2014  
Date

D Howell Miller  
Signature

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

Primary Board Electric Utilities Other Boards HUMAN REL.

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

NAME SUSAN FRANCIS  
(Please Print)

ADDRESS 1300 N. BONNER ST.

PHONE NO. (BUSINESS) - (HOME) 946-7296

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

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

YEARS OF EDUCATION 12 + A LITTLE

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

CONCERNED ABOUT my Electric Service and Bills  
and what goes on!

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.

Susan R Francis  
Signature

5-20-14  
Date

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

Primary Board Planning board Other Boards Electric

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

NAME Ronald Lundy  
(Please Print)

ADDRESS 221 west main street

PHONE NO. (BUSINESS) 252-515-2226 (HOME) \_\_\_\_\_

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

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

YEARS OF EDUCATION 12

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

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

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

As a young active member in the community I feel that I can offer diversity to the board and as a-

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.

Ronald S. Lundy  
Signature

May 22nd 2014  
Date

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

PROFESSIONAL I feel as though I am able to offer a valuable opinion that can help benefit our community.

Requested Board 1. WASHINGTON TOURISM DEVELOPMENT BOARD

2. PLANNING BOARD

3. WASHINGTON ELECTRIC UTILITIES ADVISORY COMMISSION

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

NAME NORMAN V HAWN

ADDRESS 102 E 14TH ST WASHINGTON, NC 27889

PHONE (WORK) \_\_\_\_\_ (HOME) 704-574-6786

E-MAIL ADDRESS NORMANV9987@HOTMAIL.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 HS w/ 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.

MUCH OF MY TIME IS SPENT ENJOYING THE LOCAL WATERWAYS AND ENGAGING WITH THE COMMUNITY. I'M HEAVILY INVOLVED WITH SEVERAL SAILING CLUBS, AND RECREATIONAL ACTIVITIES. I'VE SPENT SOME TIME DISCUSSING VARIOUS OPPORTUNITIES AND IDEAS TO INCREASE INVOLVEMENT WITHIN THE LOCAL AND REGIONAL COMMUNITY WITH MEMBERS OF

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.

16 MAY 2014  
Date

[Signature]  
Signature

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

VARIOUS BOARDS/COMMITTEES SUCH AS TOWN COUNCIL MEMBERS, AND HISTORIC & TOURISM MEMBER. IT'S WITH THEIR SUGGESTION THAT I HAVE DECIDED TO STEP FROM A PASSIVE TO ACTIVE MEMBER ON THE TOURISM BOARD.

I'M QUALIFIED FOR THE PLANNING AND ELECTRIC BOARDS FROM MY EXPERIENCES IN THE MILITARY AND MY CURRENT POSITION AS MANAGEMENT IN A LOCAL BUSINESS HERE IN TOWN, OVER SEEING LARGE CONTRACTS AND SEEING THE DIRECT EFFECTS OF LOCAL POLICY AND REGULATION AND IT'S IMPACT ON THE SURVIVAL AND SUCCESS OF LOCAL BUSINESSES PUTS ME IN AN ADVANTAGEOUS POSITION TO PROVIDE INSIGHT ON THE CAUSE/EFFECT RELATIONSHIP OF POLICY AND ECONOMY.

Requested Board ELECTRIC UTILITY

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

NAME WARREN SMITH

ADDRESS 601 SHOREWOOD DR

PHONE (WORK) \_\_\_\_\_ (HOME) 252 944 6970

E-MAIL ADDRESS SEN141@SUDDENLINK

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

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

YEARS OF EDUCATION COLLEGE GRADUATE

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

IF YES, PLEASE INDICATE ELECTRIC

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 ( ) (OPTIONAL): (the back of sheet if additional space is needed) NONE

I HAVE EVEN LESS OF AN IDEA WHY THIS APPLICATION IS REQUIRED.

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

5 27 2014  
Date

Warren Smith  
Signature

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



# WASHINGTON HOUSING AUTHORITY

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

April 2, 2014

Mayor Mac Hodges  
City of Washington  
PO Box 1988  
Washington, NC 27889

RE: WHA Board of Commissioners

Dear Mayor Hodges:

The Washington Housing Authority Board of Commissioners currently has two Commissioners who have terms set to expire on June 30, 2014.

Mr. Gil Davis currently serves as the Chairperson to the Board. Mr. Davis is very driven to serve the community and his attendance is outstanding. He has indicated a willingness to serve again, if reappointed.

Ms. Josephine Royster currently serves as a Commissioner to the Board. Ms. Royster fills the HUD requirement of having a resident on the WHA Board. Ms. Royster is very valuable to the Board with her knowledge of the community and her attendance is outstanding as well. She has indicated a willingness to serve again, if reappointed.

Thank you for your consideration.

Sincerely

Marc A. Recko  
Executive Director

cc: Gil Davis, WHA Chairperson  
Josephine Royster, WHA Commissioner



Handicapped  
Accessible



Equal Housing  
Opportunity



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** John Rodman, Community & Cultural Services  
**Date:** June 2, 2014  
**Subject:** Lighthouse Restrooms: Adopt Grant Project Ordinance Amendment and Adopt Budget Ordinance Amendment  
**Applicant Presentation:** John Rodman, Community & Cultural Services  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that the City Council adopt the Grant Project Amendment and adopt the Budget Ordinance Amendment for the Lighthouse Restrooms and Boaters Facility in the amount of \$2,110.

**BACKGROUND AND FINDINGS:**

The City of Washington has begun construction on the Lighthouse Restroom structure that would contain public restroom facilities, boater's bathrooms and laundry facilities. White Construction and Design Company received the contract in the negotiated amount of **\$331,222**. The City received a grant from the CAMA Public Access Grant in the amount of \$200,000 and a Boating Infrastructure Grant in the amount of \$50,000. Work has been progressing according to schedule and completion date is set for June 30, 2014. Two amendments to the grant project are needed: (1) Fabricate an aluminum cage type structure to enclose and protect the (6) mechanical units located on the west side of the lighthouse at a cost of \$1,800; (2) Create a new electrical unit that will allow the use of the US Coast Lantern that was donated and will provide the authentic lighthouse beacon at a cost of \$310. For a total Grant Project Amendment of \$2,110.

**PREVIOUS LEGISLATIVE ACTION**

City Council – Contract awarded October 7, 2013.

**FISCAL IMPACT**

\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_ Requires additional appropriation  
\_X\_ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Amendment Request Application  
Ordinance

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**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** 6/13/14 Date Concur but Recommend Denial \_\_\_ No Recommendation \_\_\_\_\_



**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 in the amount of \$2,110 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That the following account number be increased in the amount indicated:

10-00-4400-9201	Transfer to Grant Project	\$ 2,110
-----------------	---------------------------	----------

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 9<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** John Rodman, Community & Cultural Services  
**Date:** May 29, 2014  
**Subject:** Adopt an ordinance to amend Chapter 40, Section 40-261, Provisions for Flood Management, of the Code of Ordinances of the City of Washington.  
**Applicant Presentation:** John Rodman, Community & Cultural Services  
**Staff Presentation:** Glen Moore, Planning & Development

### RECOMMENDATION:

I move that the City Council accept the recommendation of the Planning Board and adopt the ordinance to amend Chapter 40, Article X, Flood Damage Prevention, Section 40-261, Provisions for flood management, (b) of the Washington City Code.

### BACKGROUND AND FINDINGS:

New flood hazard data associated with the updates for Pitt County's flood map maintenance process will become "Effective" on July 7, 2014; at least one of the updated FIRM panels includes changes in the Special Flood Hazard Area (SFHA) to the City of Washington. Because these updated panels have data that will be changing in our jurisdiction, we will need to amend our Flood Damage Prevention ordinance (FDPO) to reflect this new data. After the public hearing if Council desires to proceed with the text amendment, the attached ordinance needs to be adopted.

### PREVIOUS LEGISLATIVE ACTION

Planning Board – Recommendation – April 2014  
City Council – Ordinance did not pass on 1<sup>st</sup> reading – May 12, 2014

### FISCAL IMPACT

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  
 No Fiscal Impact

### SUPPORTING DOCUMENTS

Amendment Request Application  
Ordinance

---

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** 4/3/14 Date Concur hrh Recommend Denial  No  
 Recommendation \_\_\_\_\_  
 June 9, 2014  
 Page 116 of 189

An Ordinance to Amend Chapter 40, Zoning, Article X. Flood Damage Prevention  
Section 40-261 (b), of the Washington City Code

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

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

WHEREAS, the amendment set out below is intended to promote the public health, safety, and welfare by amending the City Code to amend the Flood Damage Prevention Ordinance and to reflect new data for its use.

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

Section 1. That **Chapter 40. Article X, Section 40-261, Provisions for Flood Management, (b)**, be amended as follows:

**Sec. 40-261. Provisions for flood management.**

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

**(b) *Basis for establishing the special flood hazard areas.* The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated July 7, 2014 for Beaufort County and associated DFIRM panels, including any digital data developed as part of the Flood Insurance Study, which are adopted by reference and declared a part of**

**this ordinance. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of the City of Washington are also adopted by reference and declared a part of this ordinance.** This includes, but is not limited to, detailed flood data:

Section 2. This Ordinance shall become effective July 7, 2014.

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

Adopted this 9th day of June, 2014.

\_\_\_\_\_  
J. MacDonald Hodges, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Mike Whaley, Purchasing Agent  
**Date:** June 9, 2014  
**Subject:** Award the upset bid in the amount of \$2,500.00 for the disposition of a vacant lot located at 507 West Second Street  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that the City Council adopt the Resolution to convey the vacant lot located at 507 West Second Street to Elizabeth Davis in the amount of \$2,500.00 and authorize the Mayor to sign all the necessary legal documents to convey the surplus property

**BACKGROUND AND FINDINGS:**

During the regular scheduled meeting of the City Council, which was held on May 12, 2014, a resolution was adopted to begin the upset bid process to dispose of the vacant lot located at 507 West Second Street. The original offer of \$2,500 was advertised and no additional bids were received. The recommendation is to accept the offer in the amount of \$2,500.00 and adopt a resolution authorizing the Mayor to sign all the necessary legal documents to convey the surplus property to Elizabeth Davis.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Resolution to accept bid

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** SWK Concur  Recommend Denial  No Recommendation

RESOLUTION STATING THE INTENT OF THE CITY OF WASHINGTON  
TO SALE SURPLUS PROPERTY LOCATED AT 507 WEST SECOND STREET

WHEREAS, the City of Washington has declared the property located at 507 West Second Street surplus property; and,

WHEREAS, the process, as outlined and set forth in the North Carolina General Statutes 160A-269, has been followed under the upset bid procedure for selling property; and,

WHEREAS, the notice for the upset bid process was advertised in the Washington Daily News and the notice described the property, set out the amount and terms of the offer and specified the requirements for submission of an upset bid; and,

WHEREAS, a qualified offer has been received and is now being reported to City Council for their action and disposition of the subject property; and,

NOW THEREFORE BE IT IS RESOLVED: The bid in the amount of \$2,500.00 is accepted by the City of Washington and the Mayor is hereby authorized to sign all the necessary legal documents to convey the property located at 507 West Second Street to Elizabeth Davis.

Adopted this 9<sup>th</sup> day of June, 2014

---

Mac Hodges  
Mayor

Attest:

---

Cynthia S. Bennett, CMC  
City Clerk



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Keith Hardt, P.E., Electric Director  
**Date:** 29 May 2014  
**Subject:** Award a Contract for the Rebuild of the High School Feeder  
**Applicant Presentation:** None  
**Staff Presentation:** Keith Hardt, P.E., Electric Director

## RECOMMENDATION

I motion that the City Council award a contract and approve the corresponding purchase order to C.W Wright Construction Company for the High School feeder project in the amount of \$109,389.

## BACKGROUND AND FINDINGS

This request is to approve a contract and corresponding purchase order for the rebuild of the electric system's High School Feeder. This project was approved in the fiscal year 2013-14 budget. The original budgeted amount was \$180,000. To date \$68,229 has been expended on the project. The current project balance is \$111,771.

I recommend that the contract be awarded to the lowest reasonable bidder; C.W Wright Construction Company with a bid of \$104,180. I recommend that a 5% contingency of \$5,209 be included in the contract amount so as to cover any unforeseen project incidentals.

## PREVIOUS LEGISLATIVE ACTION

FY 2013-14 Budget Ordinance

## FISCAL IMPACT

Additional revenue in excess of budgeted amount.

X  Currently Budgeted (Account  35908390.7400 )   Requires Additional Appropriation   No Fiscal Impact

## SUPPORTING DOCUMENTS

Bid tabulation.

---

City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
City Manager Review:  6/3/14  Date Concur  [Signature]  Recommend Denial \_\_\_\_\_ No Recommendation \_\_\_\_\_  
June 9, 2014  
Page 121 of 189

**CITY OF WASHINGTON, NORTH CAROLINA  
 BID TABULATION  
 ELECTRIC DISTRIBUTION SYSTEM IMPROVEMENTS  
 IN THE AREA OF FOREST HILLS SUBSTATION  
 BID OPENING - 27 MAY 2014, 2:00 P.M. EDT**

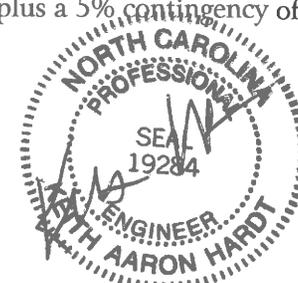
<b>Bidder</b>	<b>Bid Bond or Check</b>	<b>Part 1 Conduit and Vault System Units</b>	<b>Days to Complete</b>	<b>Part 2 Conductor Installation</b>	<b>Days to Complete</b>	<b>Total</b>
T&D Solutions	Bid Bond	\$145,050	45	\$39,600	20	\$184,650
Lee Electrical Construction, Inc.	No Bid					
C.W. Wright Construction Company	Bid Bond	\$90,920	30	\$13,260	10	\$104,180
Baynor Construction	Bid Bond	\$91,260	30	No Bid **		\$91,260 **
Pike Corporation, Inc.	No Bid					
Underground Solutions	No Bid					

This is to certify that at 2:00 P.M. EDT, 27 May 2014 the bids tabulated herein were publicly opened, read, checked, and the above totals are correct. All recognized bids were accompanied by an acceptable check or bond. No irregularities are noted. Baynor Construction noted as "No Bid" on Part 2.

I recommend that the award of this contract go to C.W. Wright Construction Company in the amount of \$104,180 plus a 5% contingency of \$5,209 for a total amount of \$109,389.

Respectfully Submitted on 29 May 2014.

Keith Hardt, P.E.  
 Electric Utilities Director



29 MAY 2014



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Keith Hardt, P.E., Electric Director  
**Date:** 2 June 2014  
**Subject:** Authorize a Purchase of a Replacement Breaker for Eastern Substation  
**Applicant Presentation:** None  
**Staff Presentation:** Keith Hardt, P.E., Electric Director

### RECOMMENDATION

I motion that the City Council authorize the City Manager to approve a purchase order not to exceed \$33,275, approve an additional expenditure of \$8,725 for installation, and approve a budget ordinance amendment in the amount of \$42,000 for the replacement of the main 38 kV circuit breaker at Eastern Substation.

### BACKGROUND AND FINDINGS

On 28 May 2014 the main circuit breaker protecting Eastern Substation failed. The cause of the failure is unknown at this time. The resulting damage to the unit due to the magnitude of the failure renders this breaker unrepairable. Additionally, this breaker has failed and been repaired three other times in the past which causes staff to be suspect of its service life if repairs were possible and the ability for another unit form the same manufacturer to perform as required. The previous failures were June 2010, August 2010, and June 2013. This breaker was placed in service in 2007. To date we have expended over \$30,000 in repair costs. The original purchase price of the breaker was \$22,000.

We have received a price quote of \$33,275 from WESCO Raleigh for an ABB 38 kV circuit breaker. (Delivery time is 12 to 16 weeks ARO). The failed breaker is manufactured by Square D/Schneider Electric. We would prefer to utilize an ABB breaker due to the past poor performance of the Square D breaker. Additionally, an ABB unit will provide compatibility with all of the other 38 kV breakers currently in service on the electric system.

We have another vendor working to obtain a refurbished breaker that should be less than the cost of a new unit and a shorter deliver time. Due to agenda preparation time constraints additional details are not available. I hope to have details to present at the City Council meeting

The additional cost listed in this request above the base cost of the breaker includes \$6,000 for the installation of a concrete pad and \$2,725 for additional miscellaneous installation materials and engineering for additional relay settings.

We have opened a claim with our insurance carrier to cover some or all of these expenses. We have also provided notice to the manufacturer's representative that we expect financial restitution for the past poor performance of this breaker.

I request that the City Council authorize the City Manager to approve a purchase order not to exceed \$33,275, approve the additional expenditures of \$8,725 for the installation, and approve a budget ordinance amendment in the amount of \$42,000 for the replacement of the main 38 kV circuit breaker at Eastern Substation.

### PREVIOUS LEGISLATIVE ACTION

None.

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** 6/3/14 Date Concur km Recommend Denial \_\_\_\_\_ No Recommendation \_\_\_\_\_

**FISCAL IMPACT**

Additional expenditures in excess of budgeted amount.

Currently Budgeted (Account \_\_\_\_\_)  Requires Additional Appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

None.

**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 Electric Fund be increased for the purchase of a replacement breaker for the eastern substation in the following account:

35-90-3991-9910	Fund Balance Appropriated	\$42,000
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Section 2. That the substation department of the Electric Fund appropriations budget be increased in the following account:

35-90-8370-7400	Capital Outlay	\$42,000
-----------------	----------------	----------

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

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

Adopted this the 9<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**Mayor**  
Mac Hodges

**City Manager**  
Brian M. Alligood



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

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**MEMORANDUM**

To: Brian Alligood, City Manager

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

Ref: 1 July 2014 NCEMPA Wholesale Reduction

Date: 29 May 2014

Effective for all NCEMPA billings after 1 July 2014 the sales tax on electricity that has been included in our payments to NCEMPA will be reduced so as not to reflect a 3.22% sales tax. This will produce a reduction in the estimated expenses for wholesale electricity purchases by \$895,630 for fiscal year 2014-15. This estimated expenditure reduction was included in the fiscal year 2014-15 budget approved by City Council.

At their meeting last week the Washington Utilities Electric Advisory Board recommended to the City Council that the retail rates for electricity purchased by customers of the City's electric system be adjusted to reflect this reduction in wholesale electricity purchase.

c: Matt Rauschenbach, Finance Director

# Electric Fund Balance

6/2/2014

	\$	%
<b>Fund Balance</b>		
6/30/2013	5,134,839	14%
Appropriated FY 2014	<u>1,629,712</u>	
<b>Estimate 6/30/14</b>	<b>3,505,127</b>	<b>10%</b>
Franchise tax impact	<u>895,630</u>	
<b>Net of franchise tax</b>	<b>2,609,497</b>	<b>7%</b>
Operating expenses	36,392,286	

**Mayor**  
Mac Hodges

**City Manager**  
Brian M. Alligood



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

---

MEMORANDUM

To: Brian Alligood, City Manager

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

Ref: Peak Generation Program

Date: 29 May 2014

During the 13 May 2014 regular meeting of the Washington City Council information was requested on the cost benefit of the City's peak generation program. Attached are tables for City owned and Customer owned generators with data on expenses and savings.

Currently staff includes the option of a peaking generator when submitting proposals for economic development clients. I request direction from the City Council on the continuation of these proposals for economic development projects.

**City Owned Peak Shaving Generation**

FY 2013-14 Estimated Expense

\$210,000	Generation Fuel
\$49,172	Force Account Labor Associated with Generation
\$120,218	Generation O&M Materials and Contracts
<hr/>	
\$379,390	Generation Expense Total

**(Annual Expenses, Credits and Savings)**

	Generator Expenses	Future Capital Expenses *	Gross NCEMPA Savings	Customer Credit **	Net Savings
1	\$69,175	\$6,917	\$209,689	\$101,930	\$31,667
2	\$17,489	\$1,749	\$53,016	\$21,909	\$11,868
3	\$119,763	\$11,976	\$363,039	\$150,028	\$81,272
4	\$12,634	\$1,263	\$38,298	\$6,306	\$18,094
5	\$20,831	\$2,083	\$63,144	\$26,095	\$14,136
6	\$43,697	\$4,370	\$132,460	\$54,740	\$29,653
7	\$27,409	\$2,741	\$83,084	\$34,335	\$18,600
8	\$18,273	\$1,827	\$55,390	\$22,890	\$12,400
9	\$15,819	\$1,582	\$47,952	\$9,090	\$21,461
10	\$8,144	\$814	\$24,688	\$4,680	\$11,049
11	\$3,237	\$324	\$9,812	\$4,055	\$2,197
12	\$2,036	\$204	\$6,172	\$2,551	\$1,382
13	\$1,723	\$172	\$5,222	\$0	\$3,327
14	\$3,498	\$350	\$10,603	\$4,382	\$2,374
15	\$5,482	\$548	\$16,617	\$3,150	\$7,437
16	\$1,096	\$110	\$3,323	\$0	\$2,117
17	\$1,827	\$183	\$5,539	\$1,050	\$2,479
18	\$2,558	\$256	\$7,755	\$0	\$4,941
19	\$1,410	\$141	\$4,273	\$0	\$2,722
20	\$2,193	\$219	\$6,647	\$0	\$4,235
21	\$1,096	\$110	\$3,323	\$0	\$2,117
<b>Total</b>	<b>\$379,390</b>	<b>\$37,939</b>	<b>\$1,150,046</b>	<b>\$447,189</b>	<b>\$285,528</b>

\* Future Capital Expenses are estimated as 10% of the Generator Expenses.

\*\* Some customers do not receive a credit due to being an electric fund account or lack of interest in participating in the program.

Customer Owned Peak Shaving Generation												
	A	B	C = (A - B)		D	E = (A - D)		F	G = (D - F)		H = (B - F)	I = (H - E)
	Customer				City (from NCEMPA)					City		
	Base Charge (w/o Gen)	Actual Charge (w/Gen)	Savings (w/ Gen)		Base Cost (w/o Gen)	Gross Margin (w/o Gen)		Actual Cost (w/ Gen)	Gross Savings (w/ Gen)		Gross Margin (w/ Gen)	Net Margin Increase (w/ Gen)
1	\$87,359	\$77,406	\$9,954		\$79,850	\$7,509		\$42,439	\$37,411		\$34,967	\$27,457
2	\$89,665	\$87,340	\$2,325		\$116,416	-\$26,750		\$76,255	\$40,161		\$11,085	\$37,836
3	\$45,542	\$38,565	\$6,977		\$47,801	-\$2,259		\$29,066	\$18,735		\$9,498	\$11,758
4 *	\$182,869	\$118,422	\$64,447		\$243,053	-\$60,184		\$161,388	\$81,666		-\$42,966 *	\$17,219 *
5 *	\$278,743	\$194,071	\$84,672		\$358,396	-\$79,653		\$230,864	\$127,532		-\$36,793 *	\$42,860 *
6	\$438,095	\$330,132	\$107,963		\$489,539	-\$51,444		\$272,896	\$216,644		\$57,236	\$108,681
7	\$163,094	\$123,166	\$39,927		\$179,258	-\$16,164		\$98,548	\$80,710		\$24,619	\$40,783
8	\$158,617	\$125,337	\$33,280		\$176,348	-\$17,731		\$98,305	\$78,043		\$27,032	\$44,762
9	\$293,938	\$216,148	\$77,790		\$317,929	-\$23,991		\$170,637	\$147,292		\$45,510	\$69,501
10	\$682,634	\$518,363	\$164,272		\$772,168	-\$89,533		\$422,866	\$349,302		\$95,497	\$185,030
<b>Total</b>	<b>\$2,420,556</b>	<b>\$1,828,949</b>	<b>\$591,607</b>		<b>\$2,780,758</b>	<b>-\$360,202</b>		<b>\$1,603,264</b>	<b>\$1,177,494</b>		<b>\$225,685</b>	<b>\$585,888</b>

\* These customers have a negative (loss in) gross margin due to high demand, low energy usage and low load factor.  
The use of customer owned peak generation decreases the loss in the City's net margin for these customers.



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**MEMORANDUM**

DATE: June 2, 2014

TO: Mayor and City Council

FROM: Allen Lewis   
Public Works Director

SUBJECT: Speed Humps.

At the April 14, 2014 Council meeting, Council directed staff to research purchasing portable speed humps similar to what is installed at Vidant Hospital in Greenville. We also spoke with a representative of the City of Greenville's Traffic Services Division in reference to their speed 'cushions' that they have installed in downtown Greenville. Photographs of both devices in place are attached. Both types of devices, while portable, are not necessarily moved easily as they are installed in such a fashion as not to be moved by vehicular traffic. The speed humps are approximately 2" tall and run approximately \$1,500 for materials to install on a 24-foot wide road and approximately \$1,950 on a 32-foot wide road. The speed cushions are approximately 3" tall and run \$2,000 - \$3,000 depending on the roadway width.

Amongst other guidelines, the City of Greenville requires that these devices should be placed at least 400 feet apart, the stopping sight distance approaching the devices should be greater than or equal to 200 feet, they should be at least 220 feet from the any intersection, they should be as close to property lines as possible, they should be placed under street lights for greater nighttime visibility whenever possible and should have a minimum of 10 feet of separation from driveways.

Three other very important criteria are that a petition requesting the devices must be received from a minimum of 75 percent of the households and/or business within the area of influence. The area of influence will be determined by City staff and will include streets that have a potential of being used as detours to avoid these devices. Secondly, all adjacent property owners of the specific installation site must approve of the installation. Finally, the roadway shall not be the primary emergency vehicle route.

/al

Attachments



[Report a problem](#)

© 2014 Google

Google earth

35°36'25.81" N 77°24'06.19" W elev 69 ft eye alt 79 ft



207 E 5th St

Exit Street View

[Report a problem](#)

© 2014 Google  
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Google earth

35°36'39.06" N 77°22'17.58" W elev 44 ft eye alt 53 ft



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Allen Lewis, Public Works Director *Allen Lewis*  
**Date:** June 2, 2014  
**Subject:** Accept Technical Assistance Grant (\$35,000) from the NC Department of Environment and Natural Resources, Division of Water Infrastructure, Authorize the Manager to Execute Engineering Agreement and Approve Corresponding P.O.

**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

### RECOMMENDATION:

I move that the City Council accept a Technical Assistance Grant with the NC Department of Environment and Natural Resources, Division of Water Infrastructure, authorize the Manager to execute the attached engineering agreement amendment and approve the corresponding purchase order.

### BACKGROUND AND FINDINGS:

At the April 14, 2014 Council meeting, Council passed a resolution authorizing the Mayor to apply for a Technical Assistance Grant (TAG) with the NC Department of Natural Resources (NCDENR), Division of Water Infrastructure. As you can tell from the attached printouts from NCDENR's web page, we were successful in securing this grant. A formal award letter is expected from NCDENR any day. This grant will be used to further study inflow and infiltration (I/I) issues in sewer sub-basin 11 (13<sup>th</sup> and Bridge) helping us to better identify the worst areas of I/I. This data will then be used to rehabilitate the sewer collection system in this area as funding becomes available.

### PREVIOUS LEGISLATIVE ACTION

N/A

### FISCAL IMPACT

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Printouts from NCDENR websites, engineering agreement amendment and original engineering agreement.

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** *Allen Lewis* Concur June 9, 2014 Recommend Denial \_\_\_\_\_ No Recommendation 6/3/14 Date

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## Recent Funding Program News and Announcements

### 05/14/2014 - Projects Approved for Funding by State Water Infrastructure Authority at its May 12, 2014 Meeting

At its meeting on May 12, 2014, the State Water Infrastructure Authority (SWIA) approved the funding of 41 projects under four funding programs, totaling \$63,442,565. [Click here for a summary of the projects funded](#) ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uid=150699d4-9ef3-4df0-b44c-1f75577aa050&groupId=14655572](http://portal.ncdenr.org/c/document_library/get_file?uid=150699d4-9ef3-4df0-b44c-1f75577aa050&groupId=14655572)).

- [Wastewater High Unit Cost Grants](#) ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uid=1e9109bc-af46-4023-920c-9cc719b01b89&groupId=14655572](http://portal.ncdenr.org/c/document_library/get_file?uid=1e9109bc-af46-4023-920c-9cc719b01b89&groupId=14655572))
- [Wastewater Technical Assistance Grants](#) ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uid=edc39985-a23f-4df9-be0e-c434de9e14a0&groupId=14655572](http://portal.ncdenr.org/c/document_library/get_file?uid=edc39985-a23f-4df9-be0e-c434de9e14a0&groupId=14655572))
- [Drinking Water High Unit Cost Grants](#) ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uid=2c80614f-4b64-4b13-9bed-748f92df812c&groupId=14655572](http://portal.ncdenr.org/c/document_library/get_file?uid=2c80614f-4b64-4b13-9bed-748f92df812c&groupId=14655572))
- [Drinking Water Technical Assistance Grants](#) ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uid=a6ea2b80-7cd1-4b7a-a1d0-06e3d8e8ee58&groupId=14655572](http://portal.ncdenr.org/c/document_library/get_file?uid=a6ea2b80-7cd1-4b7a-a1d0-06e3d8e8ee58&groupId=14655572))
- [Community Development Block Grant - Infrastructure](#) ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uid=d5baf51d-e07f-43dc-a727-aff9e8fc0436&groupId=14655572](http://portal.ncdenr.org/c/document_library/get_file?uid=d5baf51d-e07f-43dc-a727-aff9e8fc0436&groupId=14655572))
- [Clean Water State Revolving Funds](#) ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uid=14950d3c-9374-41f1-92df-4f651dcfcd88&groupId=14655572](http://portal.ncdenr.org/c/document_library/get_file?uid=14950d3c-9374-41f1-92df-4f651dcfcd88&groupId=14655572))

To automatically receive funding announcements via email along with other information on financial, administrative, and management issues concerning drinking water and wastewater utilities, consider joining the [NC Water Listserve](#) (<http://www.efc.sog.unc.edu/content/nc-water-listserv-ncwater>) administered by the [UNC Environmental Finance Center](#) (<http://www.efc.sog.unc.edu/>)

### 03/04/2014 - April 1, 2014 State Grant Program Application Round Announcement and Application Workshop

The Division of Water Infrastructure (Division) is accepting applications for High Unit Cost Grants and Technical Assistance Grants under the State Grant Program until April 1, 2014. Funding may be made available to both Drinking Water and Wastewater projects. Application material should be available on the Division website by March 7, 2014. In addition, the Division will be holding application training on March 5, 2014 at 1:30pm in the Ground Floor Hearing Room at the Archdale Building (Raleigh, NC). Please contact [Seth Robertson](#) at (919) 707-9175 with any questions.

### 03/04/2014 - CWSRF and DWSRF Intended Use Plans

The North Carolina Clean Water State Revolving Fund (CWSRF) and the North Carolina Drinking Water State Revolving Fund (DWSRF) are providing notice of the draft Intended Use Plans (IUPs) for Federal Fiscal Year 2014. The IUPs, in addition to other US EPA requirements, provide a basic framework for the operation of the CWSRF and the DWSRF in North Carolina. Changes are being proposed to the current IUPs. Please see the following for more information:

- [Notice for 2014 CWSRF and DWSRF IUPs](#) ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uid=97365142-2261-4c1e-bb72-b6a35c23925c&groupId=14655572](http://portal.ncdenr.org/c/document_library/get_file?uid=97365142-2261-4c1e-bb72-b6a35c23925c&groupId=14655572))
- [Draft 2014 CWSRF Intended Use Plan](#) ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uid=23889a28-7f6c-4333-89d8-16af77bb53d5&groupId=14655572](http://portal.ncdenr.org/c/document_library/get_file?uid=23889a28-7f6c-4333-89d8-16af77bb53d5&groupId=14655572))
- [Draft 2014 DWSRF Intended Use Plan](#) ([http://portal.ncdenr.org/c/document\\_library/get\\_file?uid=96713e76-5bda-4c7a-80c4-6dd650d43f1c&groupId=14655572](http://portal.ncdenr.org/c/document_library/get_file?uid=96713e76-5bda-4c7a-80c4-6dd650d43f1c&groupId=14655572))

### 02/26/2014 - CDBG Infrastructure Grant Application Dates

The Division of Water Infrastructure (Division) has established two application dates for CDGB-I grants: April 1 for grants to be awarded in May, and May 1 for grants to be awarded in July. For additional application information, refer to the [CDBG-I webpage](#) (<http://portal.ncdenr.org/web/wi/cdbg>).

6	Roper, Town of	Wastewater Treatment Plant Improvements	\$908,000
<b>Total CDBG-I Funding Approved</b>			<b>\$9,863,980</b>

Table 4A.

State Water Infrastructure Fund – Wastewater Reserve High Unit Cost (HUC) Grants Approved by SWIA on May 12, 2014

Project No.	Applicant Name	Project Name	Amount of Funding Approved
1	Robbinsville, Town of	Sludge Dewatering Equipment Rehabilitation and Facility	\$800,000
2	Franklinton, Town of	Wastewater System Rehabilitation	\$577,600
<b>Total Wastewater HUC Funding Approved</b>			<b>\$1,377,600</b>

Table 4B.

State Water Infrastructure Fund – Wastewater Technical Assistance Grants (TAG) Approved by SWIA on May 12, 2014

Project No.	Applicant Name	Project Name	Amount of Funding Approved
1	Williamston, Town of	Sewer System Evaluation Study Phase II	\$40,400
2	Garland, Town of	Wastewater Treatment Plant Evaluation	\$50,000
3	Morganton, City of	Bethel Basin Sewer Investigation	\$50,000
4	Bay River Metropolitan Sewer District	Wastewater Effluent Spray Site Soils Investigation	\$50,000
5	Washington, City of	Sanitary Sewer Evaluation Survey	\$35,000
6	Lumberton, City of	Northwest Sewer System Evaluation	\$50,000
7	Andrews, Town of	Wastewater Treatment Plant Evaluation	\$40,000
8	Eden, City of	Hydraulic Model of Kuder St & Dry Creek Sewer Basins	\$50,000
<b>Total Wastewater TAG Funding Approved</b>			<b>\$365,400</b>

This is Amendment No.1, consisting of 3 pages, to the Short Form Agreement between Owner and Engineer for Professional Services dated March 28, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: March 28, 2013
- b. Owner: City of Washington
- c. Engineer: Rivers & Associates, Inc.
- d. Project: Field Flow Monitoring in Sub-Basin #11

2. *Description of Modifications:*

- a. Modify the Project Description, in title and Appendix 2, to include the following:

Title:

*Field Flow Monitoring, Smoke Testing and Phase I SSES Report Preparation in Sub-Basin #11.*

Appendix 2, add the following sentence:

This work will also identify and prioritize locations for which Phase II Sanitary Sewer Evaluation Survey closed circuit television (CCTV) inspection and/or subsequent rehabilitation should be performed and to provide preliminary opinions of probable project costs for CCTV and/or rehabilitation.

- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Appendix 3 is modified to include Tasks 2, 3 & 4 as follows:

2. **Smoke Testing of Sub-Basin #11 Sewer System**

- a. Provide a minimum of one (1) one member from its engineering staff to manage and record the results of smoke testing with the Owner's staff.
- b. Furnish non-toxic, non-staining smoke bombs and blower machine for use in the introduction of smoke into sanitary sewer system via manholes.

- c. Record occurrences of visible smoke escaping from system indicative of potential inflow source.
- d. Provide a listing of inflow locations that can be repaired by Owner's staff.
- e. Provide a listing of inflow locations identified on private property requiring private investment.
- f. Provide a listing of potential inflow sources requiring additional investigation.
- g. Provide a listing of potential inflow sources requiring contractor repair.

**3. Physical Manhole Inspection**

- a. Inspection of manholes will be limited to those accessed as required during the course of conducting smoke testing activities.
- b. Observe and record condition of manholes inspected.
- c. Incorporate Owner performed Manhole Inspection Reports into the final report.

**4. Report Preparation of Sub-Basin #11 Sewer System**

- d. Prepare schematic drawing(s) of individual pipelines subject to "excessive" infiltration.
- e. Prepare a preliminary opinion of probable project costs for recommended rehabilitation and/or SSES-Ph 2 as appropriate.
- f. Prepare draft report summarizing findings, conclusions, recommendations and preliminary cost opinions.
- g. Present draft report, review with Owner's staff and receive input.
- h. Prepare final report and present to Owner's governing board.
- i. Furnish ten (10) copies of the final report to the Owner.

c. The responsibilities of Owner outline in Appendix 4 are modified as follows:

*1. Provide personnel from its staff to assist in performance of the work (minimum of two to assist with overnight individual pipe flow monitoring, and minimum of three to assist with daytime smoke testing).*

*6. Provide a minimum of two (2) public works vehicles for transport of the Engineer's and Owner's personnel and equipment during smoke testing and individual pipe flow monitoring.*

Add the additional responsibilities:

9. Provide previous two (2) years, and current, flow monitoring reports from the Washington WWTP to the Engineer for his use and reliance in determination of appropriate time periods for testing and monitoring activities.

10. Provide water in sufficient volumes, and five (5) gallon containers for mixing, for dye flood testing.

11. Provide fuel for smoke machine.

12. Provide personnel that can be available on a continual basis once the work has begun. The field work must be performed daily on a continuous basis in order to complete the Project on time. This requirement may be suspended if an emergency arises with either the Engineer or the Owner, but must be resumed as soon as practical.

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation under Article 7.01.1.A:

1. A Lump Sum amount of \$35,000.

e. The schedule for rendering services is modified as follows:

Final Report shall be submitted to Owner 120 days following written authorization to proceed.

f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

None at this time.

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ 5,500
b. Net change for prior amendments:	\$ 0
c. This amendment amount:	\$ 35,000
d. Adjusted Agreement amount:	\$ 40,500

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:  
City of Washington

ENGINEER:  
Rivers and Associates, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Vice President

Date Signed: \_\_\_\_\_

Date Signed: 5-27-14

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 28, 2013 ("Effective Date") between

City of Washington ("Owner")

and

Rivers and Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows (**Project Description**):

Field Flow Monitoring in Sub-Basin #11 (13<sup>th</sup> & Bridge Service Area), as further defined in Appendix 2 ("Project").

Engineer's Services under this Agreement are generally identified as follows (**Scope of Work**):

See Appendix 3

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs ~~7.01~~ 7.01.1, 7.01.2 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: The Engineer will provide services in the time frame agreed upon with City staff and subject to inclement weather.
- C. ~~If the Project includes construction related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A month. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

## 2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$10,000** or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. **Engineer will not provide or offer to provide services inconsistent with or contrary to the standard of care described in 5.01.A above nor make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Engineer will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.**
- L. **If required in the agreement, the Engineer will provide electronic files of drawings in PDF format or AutoCad DWG or DXF format for the Owner's use under the conditions indicated above. The Engineer will not be responsible for the data in the electronic files after 60 days. The files will be submitted on CD. The Engineer's name and seal may be removed from the drawings. 5.01.G applies to all electronic files also.**

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01.1 *Basis of Payment—Lump Sum (N/A)*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. A Lump Sum amount of \$N/A.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

#### 7.01.2 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses (for Evaluation Services)*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is estimated to be \$5,500.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates  
**Appendix 2, Project Description**  
**Appendix 3, Services to be Provided by the Engineer**  
**Appendix 4, Services to be Provided by the Owner**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

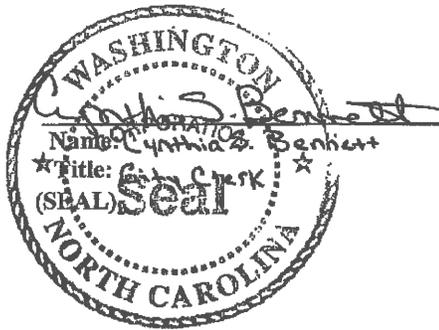
OWNER: City of Washington  
By: (Signature) *Joshua L. Kay*  
Typed Name: Joshua L. Kay  
Title: City Manager  
Date Signed: 04/08/13

ENGINEER: Rivers & Associates, Inc.  
By: (Signature) *Gregory J. Churchill*  
Typed Name: Gregory J. Churchill, P.E.  
Title: Vice-President  
Date Signed: 3-28-13

Engineer License or Firm's Certificate Number: F-0334

State of: North Carolina

Attest:



Attest:

*F. Durward Tyson, Jr.*  
Name: F. Durward Tyson, Jr., P.E.  
Title: Secretary  
(SEAL)

Designated Representative:  
Allen Lewis  
Title: Public Works Director  
Address for giving notices:  
102 E. 2<sup>nd</sup> Street  
P.O. Box 1988  
Washington, NC 27889  
Phone No: 252-975-9302  
Fax No: 252-974-6461  
E-Mail: alewis@washingtonnc.gov

Designated Representative:  
M. Blaine Humphrey, P.E.  
Title: Project Manager  
Address for giving notices:  
107 East Second Street  
P. O. Box 929  
Greenville, NC 27858 (Street) or 27835 (P.O. Box)  
Phone No: (252) 752-4135  
Fax No: (252) 752-3974  
E-Mail: bhumphrey@riversandassociates.com

This is **Appendix 2, Project Description**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 28, 2013.

**The Project consists of performing field work consistent with future completion of a Phase I Sanitary Sewer Evaluation Survey (SSES-Ph 1) report for sub-basin #11 of the publicly-owned gravity sewer collection system serving the City of Washington, NC. The field work shall only include instantaneous pipe flow monitoring. The purpose for this field work is to identify pipeline segments potentially experiencing infiltration into the sewer collection system and to provide the City with an estimate of instantaneous flow rate from infiltration. Additional services associated with future completion of a Phase I - SSES will be incorporated by future addenda or separate agreement.**

This is Appendix 3, Services to be Provided by the Engineer, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 28, 2013.

Engineer shall provide the following basic services:

**1. Individual Pipe Flow Monitoring of Collection System**

- a. Conduct a preliminary inspection of the sanitary sewer collection system to determine the pipe segments for instantaneous flow monitoring.
- b. Furnish instantaneous measuring devices for use in individual pipe flow monitoring.
- c. As determined by task A.1.a., perform individual pipe instantaneous flow monitoring for estimation of infiltration rates into specific pipelines.
- d. Manage, observe, measure and record the results of individual pipe flow monitoring.
- e. Maintain data from flow monitoring for analysis as part of a future Phase I Sewer System Evaluation Survey (Ph I – SSES) report, including formulating recommendation for pipeline rehabilitation.
- f. The Engineer shall cooperate with the Owner's safety plan for confined space entry.

This is Appendix 4, Services to be Provided by the Owner, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated March 28, 2013.

**Owner shall provide the following services:**

- 1. Provide personnel from its staff to assist in performance of the work (minimum of two persons to assist with overnight individual pipe flow monitoring). At all times, at least one of the Owner's personnel participating in the work shall be knowledgeable of the Washington sanitary sewer collection system including its gravity sewers, pump stations and force mains as well as general concepts regarding the operation and maintenance of gravity sanitary sewer collection systems.**
- 2. Provide all labor, equipment and procedure to make safe entry to the sewer system available to the Engineer for performance of the work, including confined space entry requirements.**
- 3. Provide devices and implement procedures of confined space entry plan for the work, including providing competent person for confined space entry.**
- 4. Provide traffic control and required traffic control devices.**
- 5. Provide, install and remove mechanical plugs for sanitary sewer pipelines as may be required and designated by the Engineer during the performance of his scope of services.**
- 6. Provide a minimum of one (1) public works vehicle for transport of the Engineer's and Owner's personnel and equipment during individual pipe flow monitoring.**
- 7. Be responsible for, and responsive to, timely cleaning of any sanitary sewer pipeline found to be clogged or otherwise impeding successful completion of the Engineer's scope of services.**
- 8. Be responsible for public awareness and press releases prior to flow monitoring activities and public relations during flow monitoring activities.**



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** June 9, 2014  
**Subject:** State Airport Aid Agreement  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

**RECOMMENDATION:**

I move that City Council adopt a grant resolution and authorize the City Manager to execute the State Airport Aid grant for the lighting rehabilitation project.

**BACKGROUND AND FINDINGS:**

Grant was previously awarded and grant project ordinance adopted at the April Council meeting.

**PREVIOUS LEGISLATIVE ACTION**

Grant Project Ordinance adoption

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  
 No Fiscal Impact

**SUPPORTING DOCUMENTS**

Grant Agreement

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** Swi Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
6/5/14 Date

**GRANT AGREEMENT**

STATE AID TO AIRPORTS  
BETWEEN  
THE N. C. DEPARTMENT OF TRANSPORTATION,  
AN AGENCY OF THE STATE OF NORTH CAROLINA  
AND  
**CITY OF WASHINGTON**

AIRPORT: **WARREN FIELD**

PROJECT # **36244.51.10.1**

This Agreement made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and the **CITY OF WASHINGTON**, the public agency owning **WARREN FIELD** (hereinafter referred to as "Sponsor").

**WITNESSETH**

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department, subject to limitations and conditions stated therein, to provide State Aid in the forms of loans and grants to cities, counties, and public airport authorities of North Carolina for the purpose of planning, acquiring, and improving municipal, county, and other publicly-owned or publicly controlled airport facilities, and to authorize related programs of aviation safety, education, promotion and long-range planning; and

WHEREAS, the Sponsor has made a formal application dated **MARCH 21, 2014** to the Department for State Financial Aid for **WARREN FIELD**; and

WHEREAS, a grant in the amount of **\$36,842** not to exceed **90 percent** of the non-federal share of the final, eligible project costs has been approved subject to the conditions and limitations herein; and

WHEREAS, the Grant of State Airport Aid funds will be used for the following approved Project (if a federal aid project, this scope shall also include any modifications thereto by the Federal Aviation Administration):

NOW THEREFORE, the Sponsor and Department do mutually hereby agree as follows:

**PROJECT DESCRIPTION:**

**RUNWAY 5-23 LIGHTING REHABILITATION  
(design/bid)**

1) That the Sponsor shall promptly undertake the Project and complete all work on the Project prior to the 1st day of JULY 2018, unless a written extension of time is granted by the Department.

2) Work performed under this Agreement shall conform to the approved project description. Any amendments to, or modification of, the scope and terms of this Agreement shall be in the form of a Modified Agreement mutually executed by the Sponsor and the Department, except that an extension of time may be granted by the Department by written notice to the Sponsor.

3) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and sub recipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

4) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Grant.

5) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.

6) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver.

7) The Sponsor agrees to comply with the "Sponsor's Assurances" contained as a part of this Agreement.

8) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NCDOT SEAL

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: \_\_\_\_\_  
Deputy Secretary for Transit

ATTEST: \_\_\_\_\_

SPONSOR:

SPONSOR SEAL

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Sponsor)

(hereinafter referred to as "Sponsor" and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by \_\_\_\_\_ of the Sponsor,  
(Name and Title)

And the Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Notary Public (Signature)

My Commission expires: \_\_\_\_\_

**SEAL**

**RESOLUTION**

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_  
(Name and Title)  
\_\_\_\_\_ for the adoption of the following resolution, and  
(Name and Title)  
upon being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of \$36,842 has been approved by the Department based on total estimated cost of \$40,936; and

WHEREAS, an amount equal to or greater than 10 percent of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE \_\_\_\_\_  
(Title)  
of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

\_\_\_\_\_  
I, \_\_\_\_\_ of the  
(Name and Title)  
\_\_\_\_\_ do hereby certify that the above  
(Sponsor)

is a true and correct copy of an excerpt from the minutes of the \_\_\_\_\_  
(Sponsor) \_\_\_\_\_ of a meeting

duly and regularly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

This, the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**SPONSOR SEAL**

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Of The: \_\_\_\_\_

**SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS**

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

**SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION**

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook (third edition, January 1997).

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond-- true half-size for plan sheets / sketches
  - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
  - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond -- true half-size for plan sheets / sketches.

### Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
  - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
  - b. Technical Specifications – electronic copies: MS Word File and PDF format
  - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

**SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT**

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations I-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" ([www.whitehouse.gov/wh/eop/omb](http://www.whitehouse.gov/wh/eop/omb)), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

(1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.

(2) The Project has received an appropriate environmental finding.

(3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:

a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List

b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.

(4) Additional information shall be provided as requested.

(5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.

(6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

**SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION**

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

**SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32**

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

**Revised 1/2/13**



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(Space Above for Recorder's Use)

Prepared By: Christian E. Porter, Attorney  
Return to: Colombo, Kitchin, Dunn, Ball & Porter, LLP  
1698 E. Arlington Blvd., Greenville, NC 27858

NORTH CAROLINA

**SUBORDINATION AGREEMENT**

BEAUFORT COUNTY

THIS SUBORDINATION AGREEMENT is made this 21<sup>st</sup> day of May, 2014, by and between CITY OF WASHINGTON, a North Carolina municipal corporation located in Beaufort County, North Carolina (the "Lender") to and for the benefit of BLUE GOOSE, LLC, a North Carolina limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, the Grantor did execute a deed of trust dated March 22, 2013, to Franz F. Holscher, as Trustee, for the City of Washington, Beneficiary, which is recorded in Book 1812, Page 355, Beaufort County Registry (the "Lender's Deed of Trust"), which is secured pursuant to the terms of said deed of trust by that certain lot or parcel of land, lying and being in Beaufort County, North Carolina and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

WHEREAS, Lender is the owner of the note or other indebtedness secured by the Lender's Deed of Trust; and

WHEREAS, the Grantor had executed a deed of trust in favor of Vantage South Bank, its successors or assigns, securing a promissory note in the original principal amount of \$525,000.00 executed by Blue Goose, LLC, which is payable with interest and upon the terms and conditions described therein to be secured by the real property described above (the "First Lien Deed of Trust");

WHEREAS, Vantage South Bank is willing to make such loan provided the deed of trust to secure the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Lender's Deed of Trust, and provided that Lender will specifically and unconditionally subordinate the lien or charge of Lender's Deed of Trust above described to the lien or charge of the First Lien Deed of Trust.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, receipt of which is hereby acknowledged, and in order to induce Vantage South Bank to make the loan above referred to, it is agreed as follows:

1. Subordination of Lender's Deed of Trust. The First Lien Deed of Trust securing the note in favor of Vantage South Bank, referred to above and any renewals or extensions of such deed of trust and the note secured thereby shall be and remain at all times a lien or charge on the property described above, prior and superior to the lien or charge of the Lender's Deed of Trust dated March 22, 2013, and recorded in Book 1812, at Page 355 of the Beaufort County Registry. The Lender acknowledges that it hereby intentionally waives, relinquishes and subordinates the priority and superiority of the lien or charge of the Lender's Deed of Trust to the First Lien Deed of Trust as to the land specifically described above, and none other.
2. Binding effect. This agreement shall inure to the benefit of, and be binding upon the legal representatives, heirs, devisees, successors, and assigns of the parties.

IN WITNESS WHEREOF, the Lender has caused its duly authorized officers to execute this instrument and attached its seal, this the day and year first above written.



*[Signature]*  
City Clerk

LENDER  
CITY OF WASHINGTON

By: *[Signature]*  
Mayor

STATE OF NORTH CAROLINA

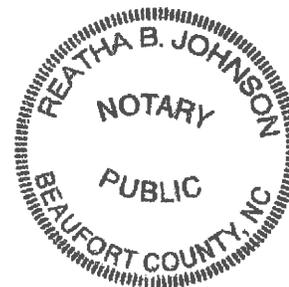
COUNTY OF BEAUFORT

I, Reatha B. Johnson, 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 as the act of the corporation, the foregoing instrument was signed in its name by Gay Mac Donald Hodges, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and official seal, this the 21 day of May, 2014.

Reatha B. Johnson  
NOTARY PUBLIC

My Commission Expires: 12/14/2014  
#118733



**PRE-AUDIT CERTIFICATE**

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

**CITY OF WASHINGTON**

 (SEAL)

**MATT RAUSCHENBACH,**  
Chief Financial Officer

**EXHIBIT A**

**FIRST PARCEL:**

Being all of Lot Number 7A containing 4.072 acres as shown on that map entitled "Beaufort County Industrial Park" by Mayo & Associates, P.A. dated January 5, 2005 and revised through 5th revision dated March 19, 2005 recorded in Plat Cabinet G, Slides 51-8, 51-9, and 51-10, Beaufort County Registry. Reference being made to said map and the same being incorporated herein for a more complete and adequate description.

**SECOND PARCEL:**

Being Lot No. 7B containing 1.50 acres as the same is shown on map entitled "Beaufort County Industrial Park" dated January 5, 2005, revised through fifth revision dated March 19, 2005, prepared by Mayo & Associates, P.A., of record in Plat Cabinet G, Slides 51-8, 51-9 and 51-10, Beaufort County Registry, to which map is incorporated herein by reference for a more complete and detailed description.

The "First Parcel" and "Second Parcel" described above are also further described as being all of Lot No. 7 containing 5.572 acres as shown on that map entitled "Beaufort Industrial Park – Combination & Revision of Lots 7A & 7B", by Baldwin Design Consultants, P.A., dated September 19, 2013, recorded in Plat Cabinet I, Slide 7-8, Beaufort County Registry, to which map is incorporated herein by reference for a more complete and detailed description.

**Mayor**  
Mac Hodges

**City Manager**  
Brian M. Alligood



**Washington City Council**

Richard Brooks  
Doug Mercer  
Larry Beeman  
William Pitt  
Bobby Roberson

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**To: Mayor Hodges & Members of the City Council**  
**From: Brian Alligood, City Manager**  
**Date: June 9, 2014**  
**Subject: Business Review Committee**

During the FY 2014/15 budget workshops Council determined that a business review committee would be established to study particular areas of the City's services and present recommendations to Council throughout the year during Committee of the Whole meetings. Two Council members, the City Manager, respective department staff, and finance staff will participate on the committee.

Some areas identified for review are as follows:

- Recreation programs – Council Liaison Richard Brooks
- Senior programs - Council Liaison Richard Brooks
- Aquatic center - Council Liaison Richard Brooks
- Water front docks - Council Liaison Mac Hodges
- Brown Library – Council Liaison Bobby Roberson
- Inspection/code enforcement
- Airport – Council Liaison Doug Mercer
- Storm Water
- Cemetery

Two Council members will need to be selected and prioritization and/or addition of the areas to be reviewed should be completed.

**MEMORANDUM**

Date: May 29, 2014

To: Mayor and City Council

From: John Rodman, Community and Cultural Services

RE: 331 West 7<sup>th</sup> Street – Gift of Property

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

In 2012, the City Code Official determined that 331 West 7<sup>th</sup> Street had not been properly maintained and failed to meet minimum standards and issued an order to require the owner to demolish and remove the building or structure. The owner of said property failed to respond to the Code Official to bring the structure into compliance. Therefore, City Council adopted an Ordinance condemning the structure as unsafe and directed that the structure be vacated and closed. One bid was received for the demolition of the structure by St. Clair Trucking in the amount of \$20,000. The cost of the demolition exceeded the total tax value of the structure and property. The decision was made to not accept the bid to demolish the structure at that time but to direct that the structure be vacated and closed and secured.

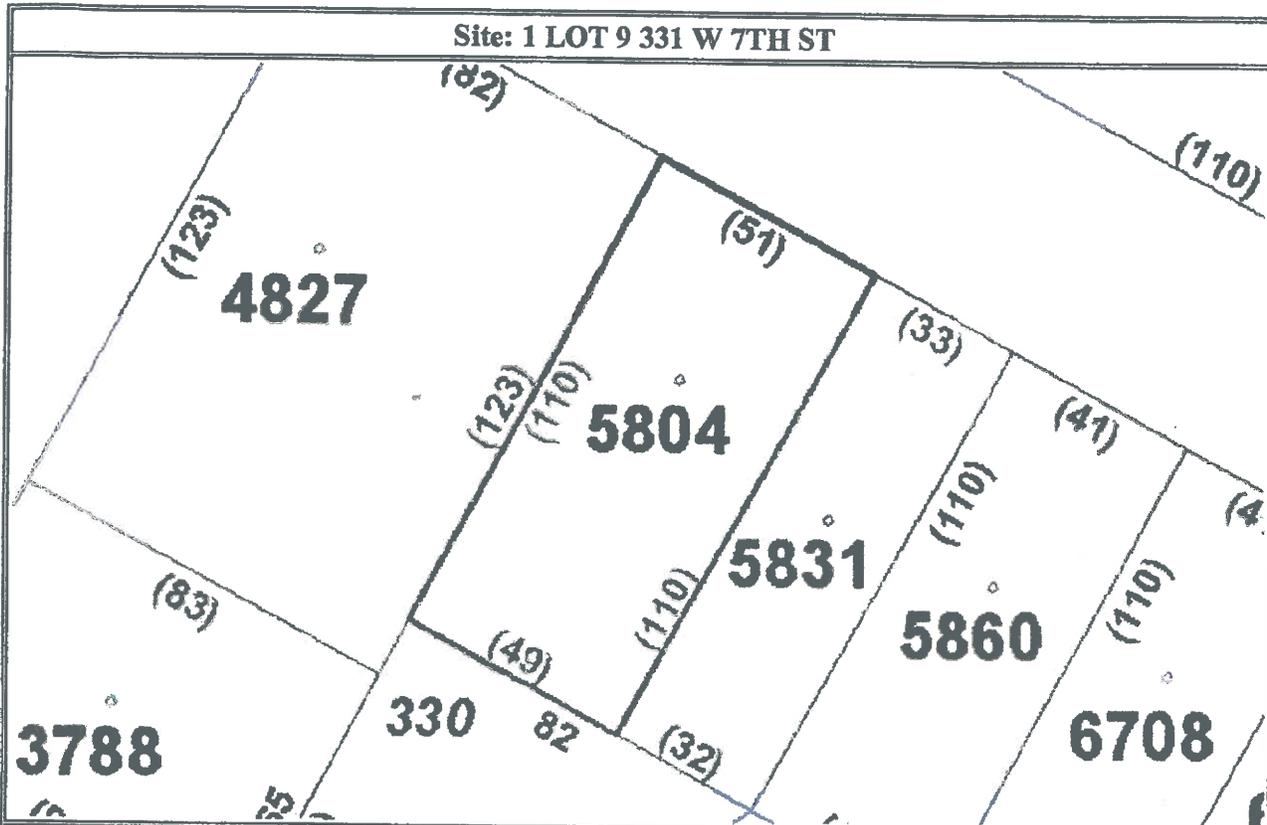
Land Value	=	\$5,040
Building Value	=	\$2,657
<b>Total Value</b>	<b>=</b>	<b>\$7697</b>

The City continues to enforce the nuisance ordinance on the property and the City contractor continues to maintain the property. The property has a total of \$800+ of nuisance fines against the owner. The property is owned by the Daniel Dorsey Heirs in-care-of Ms. Dorothy Dorsey. Ms. Dorsey has stated that they do not have the resources to repair the structure or to pay the fines levied against the property. Ms. Dorsey wishes to gift the property to the City of Washington in exchange for the release of the fines. The lot is listed as a “substandard lot of record” but is a buildable lot. Currently there are taxes of \$84.28 for 2012 and \$84.28 for 2013 that are still unpaid.

The question is does the Council want to accept the gift of property or does it wish for the property to remain as is.



331 West 7<sup>th</sup> Street



**Property Details:**

PIN	01005609	GPIN	5676-80-5804
GPINLONG	5676-80-5804	NAME1	DORSEY DANIEL HRS
NAME2		ADDR1	110 FORT DRIVE
ADDR2		CITY	WASHINGTON
STATE	NC	ZIP	27889
PROP_ROAD	331 W 7TH ST	ACRES	0
ACCT_NBR	887817	MAP_SHEET	567620
NBR_BLDG	1	DATE	
DB_PG	848/260	LAND_VAL	5040
BLDG_VAL	2657	DEFR_VAL	0
TOT_VAL	7697	NBHD_CDE	AC1
NBHD_DESC	ZONE 1 AVERAG	SUB_CDE	
SUB_DESC		STAMPS	0
SALE_PRICE	0	ZONE	R6
LAND_USE		DISTRICT	01
PROP_DESC	1 LOT 9 331 W 7TH ST	MBL	567620327
EXMPT_PROP		EXMPT_AMT	0
ROAD_TYPE	P		
CENSUS_BLK			
PREVASSESS	0		

DISCLAIMER: These maps and information either in digital or hardcopy format are provided solely as a public service and they do not meet surveying accuracy standards. This map data is prepared from the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of any maps generated on this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on any maps. The county of Beaufort assumes no legal responsibility for the information contained on these maps.



**PROPERTY ADDRESS:** 331 West 7<sup>th</sup> Street  
**TAX PARCEL NUMBER:** 5676-80-5831  
**CURRENT OWNER:** Dorothy A. Dorsey  
**MAIL ADDRESS:** 110 Fort Drive, Washington, NC 27889  
**BLDG VALUE:** \$0      **LAND VALUE:** \$4,410  
**TOTAL VALUE:** \$4,410  
**STATUS:** Vacant  
**BOARDED:** Yes      **SECURE:** Yes  
**UTILITIES:** Off      2010  
**WORK NEEDED:** Major repair needed.  
**DISTRICT:** Residential  
**DATE OF OBSERVATION:** 3/22/2011  
**COMMENTS:** **Ordered Closed and Vacated**



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Allen Lewis, Public Works Director *Allen Lewis*  
**Date:** 05-29-14  
**Subject:** Award Contract for Summit Avenue Water Line Project (\$71,570.00) and Approve Corresponding Purchase Order.  
**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

### RECOMMENDATION:

I move that Council award the contract for the Summit Avenue water line project to KBS Construction Co., LLC, of Fremont, NC and approve the corresponding purchase order.

### BACKGROUND AND FINDINGS:

On Tuesday, May 27, 2014, we received bids for this project. As noted on the attached bid tabulation sheet, KBS Construction Co., LLC, was the low bidder.

This project was funded in FY 13/14 at \$179,000. Barring any unforeseen change orders, it should finish well under the budgeted amount.

### PREVIOUS LEGISLATIVE ACTION

N/A.

### FISCAL IMPACT

Currently Budgeted (Account 30-90-8180-7400)  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Attached bid tab.

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** *SW* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation *6/5/14* Date

**CITY OF WASHINGTON**  
Bid Tabulation Sheet

Owner: City of Washington  
Project: Summit Avenue Water Line

Location: City of Washington Municipal Building  
Public Works Office

Bids Opened: 5:00 PM, May 27, 2014

Firm	James L. Cayton Utilities Inc	KBS Construcion Co., LLC	Hendrix Barnhill
Address	PO Box 3198 New Bern, NC 28564	208 Bath Road Fremont, NC 27830	1819 Progress Road Greenville, NC 27835
License No.	29341	71024	

Item No.	Description	Unit	Est. Quantity	Unit	Total	Unit	Total	Unit	Total
1	Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	1,250.00	\$ 1,250.00
2	6" DI Water Main	LF	80	\$ 29.00	\$ 2,320.00	\$ 50.00	\$ 4,000.00	\$ 35.00	\$ 2,800.00
3	6" C900 PVC Water Main	LF	1120	\$ 14.00	\$ 15,680.00	\$ 16.00	\$ 17,920.00	\$ 21.00	\$ 23,520.00
4	6" Gate Valve & Box	EA	3	\$ 900.00	\$ 2,700.00	\$ 700.00	\$ 2,100.00	\$ 1,100.00	\$ 3,300.00
5	8" x 6" Tapping Sleeve and Valve	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 1,475.00	\$ 1,475.00
6	6" x 2" Tapping Sleeve and Valve	EA	1	\$ 2,400.00	\$ 2,400.00	\$ 2,650.00	\$ 2,650.00	\$ 3,615.00	\$ 3,615.00
7	12" Sanitary Sewer DIP (12-14)	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00
8	Water Service Installation	EA	16	\$ 750.00	\$ 12,000.00	\$ 475.00	\$ 7,600.00	\$ 1,050.00	\$ 16,800.00
9	Fire Hydrant Assembly	EA	1	\$ 4,200.00	\$ 4,200.00	\$ 3,600.00	\$ 3,600.00	\$ 4,500.00	\$ 4,500.00
10	DI Fittings 45 Deg Bends	EA	4	\$ 250.00	\$ 1,000.00	\$ 150.00	\$ 600.00	\$ 300.00	\$ 1,200.00
11	Pavement Repair	SF	4020	\$ 13.62	\$ 54,752.40	\$ 5.00	\$ 20,100.00	\$ 8.00	\$ 32,160.00
12	6" DI Sewer Pipe	LF	20	\$ 50.00	\$ 1,000.00	\$ 75.00	\$ 1,500.00	\$ 115.00	\$ 2,300.00
13	Plug/Cap Existing Water Main	EA	3	\$ 200.00	\$ 600.00	\$ 1,000.00	\$ 3,000.00	\$ 525.00	\$ 1,575.00
14	Erosion Control	LS	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00
15	Clean-Up and Seeding	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00
<b>Total</b>					\$ 102,452.40		\$ 71,570.00		\$ 97,445.00



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Allen Lewis, Public Works Director *Allen Lewis*  
**Date:** 06-02-14  
**Subject:** Award Contract for Paving Project (\$205,626) to S.T. Wooten Corporation and Approve Corresponding Purchase Order.  
**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

### RECOMMENDATION:

I move that Council award a paving contract to S.T. Wooten Corporation and approve the corresponding purchase order.

### BACKGROUND AND FINDINGS:

On Thursday, May 22, 2014, we received bids for this project. As noted on the attached bid tabulation sheet, S.T. Wooten Corporation was the low bidder.

This project will include the resurfacing of Avon Avenue from John Small Avenue to Highland Drive, Hackney Avenue from W. 5<sup>th</sup> Street to W. 10<sup>th</sup> Street, Sparrow Drive from Gladden Street to its dead end, Boston Avenue from Washington Street to W. 9<sup>th</sup> Street and Anderson Place from Washington Street to its dead end. Lawson Road from N. Market Street to Dimock Road will also be milled and resurfaced.

As funds from both this FY (13/14) and next FY (14/15) will be utilized for this project, a purchase order will not be issued until after July 1, 2014.

### PREVIOUS LEGISLATIVE ACTION

N/A.

### FISCAL IMPACT

Currently Budgeted (Account 10-20-4511-4500)  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Attached bid tab.

City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 City Manager Review: *bx* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 6/3/14 Date  
 June 9, 2014  
 Page 175 of 189

<b>CITY OF WASHINGTON, N.C.</b> 2014-2015 STREET IMPROVEMENTS AND RESURFACING BID TABULATION SHEET		<b>S. T. Wooten Corporation</b>		<b>Rose Brothers Paving Co., Inc.</b>		<b>Barnhill Contracting Company</b>		<b>Garris Grading &amp; Paving, Inc.</b>	
		<b>ADDENDUM RECEIVED</b>		<b>ADDENDUM RECEIVED</b>		<b>ADDENDUM RECEIVED</b>		<b>ADDENDUM RECEIVED</b>	
		<b>5% BID BOND</b>		<b>5% BID BOND</b>		<b>5% BID BOND</b>		<b>5% BID BOND</b>	
<b>EST. QTY.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1719	RESURFACING 1" BCSC TYPE S9.5A (TONS)	\$ 104.00	\$ 178,776.00	\$ 95.00	\$ 163,305.00	\$ 109.00	\$ 187,371.00	\$ 112.70	\$ 193,731.30
22	ADJUST MANHOLES	\$ 375.00	\$ 8,250.00	\$ 450.00	\$ 9,900.00	\$ 250.00	\$ 5,500.00	\$ 75.00	\$ 1,650.00
12	ADJUST VALVE BOXES	\$ 375.00	\$ 4,500.00	\$ 300.00	\$ 3,600.00	\$ 250.00	\$ 3,000.00	\$ 35.00	\$ 420.00
2200	MILLING BITUMINOUS PAVEMENT 1" (YDS)	\$ 2.80	\$ 6,160.00	\$ 5.50	\$ 12,100.00	\$ 3.50	\$ 7,700.00	\$ 4.00	\$ 8,800.00
1	PAVEMENT MARKING (LS)	\$ 7,940.00	\$ 7,940.00	\$ 19,200.00	\$ 19,200.00	\$ 11,200.00	\$ 11,200.00	\$ 11,320.00	\$ 11,320.00
<b>TOTAL BID FOR STREET RESURFACING</b>		\$	<b>205,626.00</b>	\$	<b>208,105.00</b>	\$	<b>214,771.00</b>	\$	<b>215,921.30</b>



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of City Council  
**From:** Allen Lewis, Public Works Director *Allen Lewis*  
**Date:** June 2, 2014  
**Subject:** Declare a Portion of the Land Associated with the Water Tower on Linnie Perry Road Surplus and Adopt Resolution Authorizing Lease by Upset Bid.

**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

### RECOMMENDATION:

I move that City Council declare a portion of the land associated with the water tower located off of Linnie Perry Road in Washington, NC surplus and adopt a resolution authorizing the lease by upset bid.

### BACKGROUND AND FINDINGS:

US Cellular is interested in leasing space on land associated with the above mentioned water tower for an initial term of five years with automatic extensions for up to five additional terms of five years each at an annual rate of \$1,200 in year one with a 4% adjustment in subsequent years.

The lease renewal options exceed 10 years and result in the City being statutorily required to go through the following process to enter into this lease:

- Council adopts a resolution authorizing lease (06/09/14 Council agenda)
- Advertisement for bids published at least 10 days before bid opening (run ad 06/12/14)
- Upset bids received (06/23/14), 5% deposit of NPV of lease submitted with bid
- Award to highest responsible bidder or reject all bids (07/14/14 Council meeting)
- Authorize City Manager to execute lease agreement (7/14/14 Council meeting)

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

Currently Budgeted  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Resolution and site survey.

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** *End* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
*6/3/14* Date

RESOLUTION AUTHORIZING THE ADVERTISEMENT OF  
AN OFFER TO LEASE CERTAIN PROPERTY

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

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

1. The following described real property, having an address of Linnie Perry Road, has been declared to be surplus to the needs of the City:

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

*IT BEING a parcel containing 0.08 acres as shown on survey map entitled "Survey for U. S. Cellular Corporation" prepared by Gary S. Miller & Associates, P.A., dated September 11, 2012 and revised May 23, 2014, to which survey map is herein made for a more complete and adequate description.*

2. The City Council has received an offer to lease the property described above, with renewal options exceeding ten (10) years for the initial sum of one-thousand-two hundred dollars (\$1200.00). Said offer, including additional terms, is available for public inspection in the office of the Purchasing Agent, 203 Grimes Road, Washington, NC 27889.
3. Any person desiring to submit an upset bid shall submit an upset bid within ten (10) days of the date the notice provided for herein is published. Any such upset bid shall raise the offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) and five percent (5%) of the remainder of said offer or any subsequent upset bid. Any person making an upset bid and any subsequent upset bid must deposit with the Purchasing Agent a sum equal to five percent (5%) of the upset bid or any subsequent upset bid.
4. The City Council proposes to accept said offer, subject to the amendments stated herein, unless a qualifying upset bid shall be made.
5. The Purchasing Agent shall cause a notice of such offer, subject to the amendments stated herein, to be published in accordance with North Carolina General Statute § 160A-269.
6. If a qualifying upset bid is received, the Purchasing Agent is directed to re-advertise the offer at the increased upset bid amount and to continue with this process until a ten (10) day period has passed without receipt of a subsequent qualifying upset bid.

Adopted this 9th day of June, 2014.

ATTEST:

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Cynthia S. Bennett,  
City Clerk

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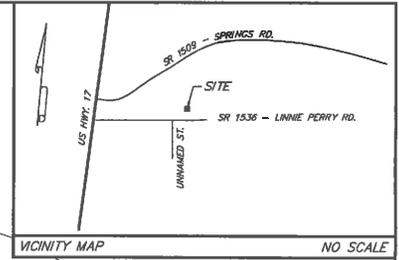
Mac Hodges  
Mayor

**LEGAL DESCRIPTION FOR PROPOSED LEASE AREA FOR TOWER SITE:**

Beginning at a magnetic nail set located at the centerline intersection of an unnamed street and SR 1536 - Linnie Perry Road thence N 02-52-09 E, 30.07 feet to a point located on the northern right of way of SR 1536 - Linnie Perry Road; thence running along the northern right of way of SR 1536 - Linnie Perry Road S 84-47-12 W, 20.00 feet to a point located on the northern right of way of SR 1536 - Linnie Perry Road; thence leaving said right of way N 05-22-28 W, 56.65 feet to an iron pipe set the POINT OF BEGINNING; thence from said point of beginning N 05-22-28 W, 70.00 feet to an iron pipe set; thence N 84-37-32 E, 70.00 feet to the point of beginning containing 0.112 acres.

**LEGAL DESCRIPTION FOR PROPOSED INGRESS-EGRESS & UTILITY EASEMENT:**

Beginning at a magnetic nail set located at the centerline intersection of an unnamed street and SR 1536 - Linnie Perry Road thence N 02-52-09 E, 30.07 feet to a point located on the northern right of way of SR 1536 - Linnie Perry Road the POINT OF BEGINNING; thence from said point of beginning and running along the northern right of way of SR 1536 - Linnie Perry Road S 84-47-12 W, 20.00 feet to a point located on the northern right of way of SR 1536 - Linnie Perry Road; thence leaving said right of way N 05-22-28 W, 56.65 feet to an iron pipe set; thence N 84-37-32 E, 70.00 feet to an iron pipe set; thence S 05-22-28 E, 20.00 feet to a point; thence S 84-37-32 W, 50.00 feet to a point; thence S 05-22-28 E, 36.70 feet to the point of beginning containing 0.049 acres.



**PROPOSED 60' X 60' LEASE AREA FOR U.S. CELLULAR**

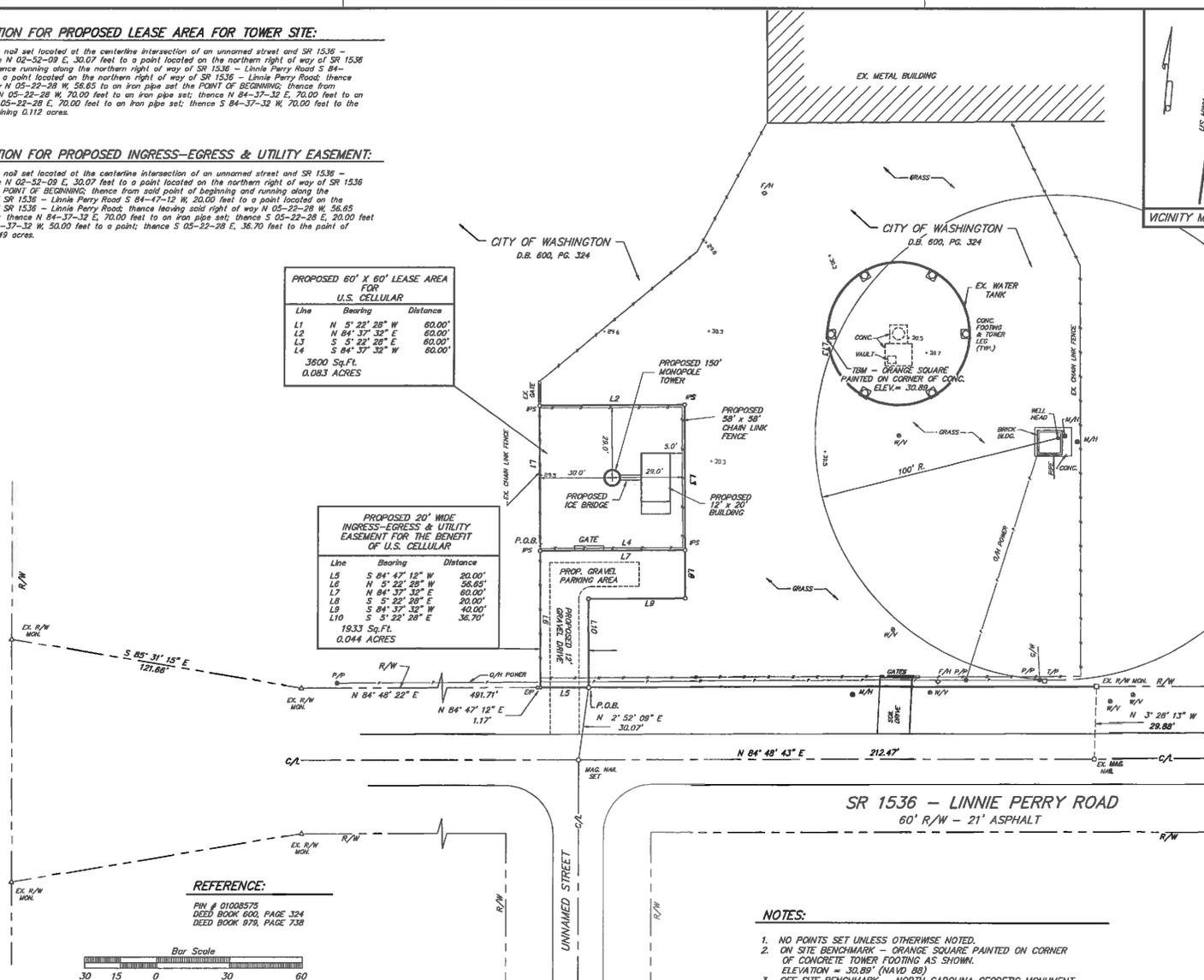
Line	Bearing	Distance
L1	N 5° 22' 28" W	60.00'
L2	N 84° 37' 32" E	60.00'
L3	S 5° 22' 28" E	60.00'
L4	S 84° 37' 32" W	60.00'

3600 Sq. Ft.  
0.083 ACRES

**PROPOSED 20' WIDE INGRESS-EGRESS & UTILITY EASEMENT FOR THE BENEFIT OF U.S. CELLULAR**

Line	Bearing	Distance
L5	S 84° 47' 12" W	20.00'
L6	N 5° 22' 28" W	56.65'
L7	N 84° 37' 32" E	60.00'
L8	S 5° 22' 28" E	20.00'
L9	S 84° 37' 32" W	40.00'
L10	S 5° 22' 28" E	36.70'

1933 Sq. Ft.  
0.044 ACRES



**REVISIONS**

DATE	DESCRIPTION
5-23-14	REVISE SITE TO A MONOPOLE SITE
4-22-14	REVISE INGRESS-EGRESS EASEMENT & UTILITY EASEMENT

**CERTIFICATION**  
I, Gary S. Miller, certify to the following:  
This survey is of another category, such as the recombination of existing parcels, a court ordered survey, or other exception to the definition of subdivision; that this map was drawn under my supervision from an actual survey made under my supervision (detailed description recorded in Book 979, Page 238, or other reference source \_\_\_\_\_); that the boundaries not surveyed are indicated as drawn from information in Book 979, Page 238, or other reference source \_\_\_\_\_; that the ratio of precision or positional accuracy is 1:10,000+; and that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600). Witness my hand and seal this 11th day of SEPTEMBER, 2012.

Signed \_\_\_\_\_  
Professional Land Surveyor No. L-2562

- NOTES:**
- NO POINTS SET UNLESS OTHERWISE NOTED.
  - ON SITE BENCHMARK - ORANGE SQUARE PAINTED ON CORNER OF CONCRETE TOWER FOOTING AS SHOWN. ELEVATION = 30.89' (NAVD 88)
  - OFF SITE BENCHMARK - NORTH CAROLINA GEODETIC MONUMENT "MIMCO" ELEVATION = 14.40' (NAVD 88)
  - NO UNDERGROUND UTILITIES WERE LOCATED THIS DATE.
  - FIELD WORK COMPLETED: 09-12-12
  - THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. COMMUNITY PANEL # 3720567700J EFFECTIVE DATE 05-15-03 - ZONE X
  - SURVEY PREPARED FOR: W-T COMMUNICATIONS DESIGN GROUP, LLC
  - C/L TOWER LATITUDE: 35° 34' 43.7" LONGITUDE: 77° 03' 50.4" NAD 83
  - CENTERLINE TOWER ELEVATION = 30' - NAVD 88
  - BASIS OF BEARING IS GRID NORTH BASED ON NORTH CAROLINA STATE PLANE COORDINATE SYSTEM. NAD 1983

**REFERENCE:**  
PIN # 0102675  
DEED BOOK 600, PAGE 324  
DEED BOOK 979, PAGE 738

Bar Scale  
30 15 0 30 60

SHEET 1 OF 1

**SURVEY FOR**  
**U. S. CELLULAR CORPORATION**  
**HAMILTON BEACH SITE # 556726**

WASHINGTON, BEAUFORT COUNTY, NORTH CAROLINA

**OWNER(S)** CITY OF WASHINGTON  
**ADDRESS** E. 2nd STREET, WASHINGTON, NC 27889  
**PHONE**

**GARY S. MILLER & ASSOCIATES, P.A.**  
LAND SURVEYORS  
1803 South Cherokee Blvd.  
Greenville, N.C. 27858  
Phone (252)796-7878  
Fax (252)764-0765  
License # 0-0225

**SURVEYED:** MCP  
**APPROVED:** GSM  
**DRAWN:** GSM/BLW  
**DATE:** 09-11-12  
**CHECKED:** TEM  
**SCALE:** 1" = 30'

14115.dwg/12172.psd

WO # 12172 FB # 355



## REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Hodges & Members of the City Council  
**From:** Brian M. Alligood, City Manager  
**Date:** June 9, 2014  
**Subject:** Airport T-Hangar and Ramp Tie Down Leases  
**Applicant Presentation:** N/A  
**Staff Presentation:** Brian M. Alligood

### RECOMMENDATION:

I move that City Council approve the attached "T-Hangar Lease" and "Ramp Tie Down Lease" for use at Warren Field Airport.

### BACKGROUND AND FINDINGS:

The City of Washington's Warren Field Airport Advisory Board recently revised the leases used at Warren Field for T-Hangars and Ramp Tie Downs and now recommends that the City Council adopt these leases for use with all new and renewed terms. This was part of the efforts of the Advisory Board to make the leases more concise and "user friendly". The attached recommended leases have been reviewed by the City Attorney. Rental amounts will be reviewed over the next year as part of the ongoing fee study.

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  
 No Fiscal Impact

### SUPPORTING DOCUMENTS

T-Hangar Lease and Ramp Tie Down Lease

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**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** but Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
6/3/14 Date

WARREN FIELD AIRPORT (KOCW)  
WASHINGTON, NORTH CAROLINA

RAMP TIE DOWN LEASE  
(Recommendations Approved by Advisory Board – May 13, 2014)

This Lease Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between the City of Washington (OWNER) and \_\_\_\_\_ (LESSEE), for rental of a Ramp Tie Down Space at Warren Field Airport.

**1. LEASED PREMISES**

OWNER hereby agrees to lease a Tie Down Space (PREMISES) to LESSEE, and LESSEE accepts from OWNER PREMISES “as is” for the tie down of LESSEE’s privately owned aircraft described below. PREMISES shall include only the Tie Down Space on the Airport ramp. The aircraft that will be kept in the Tie Down Space is a \_\_\_\_\_ (Model Year) \_\_\_\_\_ (Manufacturer and Model), Registration Number N\_\_\_\_\_.

**2. TERM**

This lease shall come in effect on the date first shown herein above and shall remain in effect until the next August 31<sup>st</sup> (FIRST TERM). OWNER will provide to LESSEE a renewal lease on or about August 1<sup>st</sup> of each year to effect rental of the Tie Down Space for twelve months beginning on September 1<sup>st</sup> of that year (TERM). 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 OWNER. Upon termination of this lease under any circumstances, LESSEE shall vacate PREMISES without unreasonable delay.

**3. AMOUNT OF RENT**

LESSEE shall pay to OWNER rent of \$35.00 per month during the FIRST TERM. OWNER reserves the right to revise the amount of rent LESSEE pays to OWNER during any TERM with said revised rent becoming effective with the TERM on September 1<sup>st</sup> each year.

**4. PAYMENT OF RENT**

LESSEE shall pay to OWNER the amount of rent each month set out in Paragraph three herein above not later than the first day of each month. In the event LESSEE fails to pay to OWNER the amount of rent set out by the tenth day of the month when rent payment is due, a late payment penalty in the amount of \$25.00 may be charged to LESSEE by OWNER.

**5. DEFAULT**

In the event that LESSEE fails to pay to OWNER the amount of rent due, violates this lease, abandons the Tie Down Space for any period of time, or allows the Tie Down Space to remain vacant for \_\_\_\_\_ days, LESSEE shall be in DEFAULT of this lease. If LESSEE enters DEFAULT, after a period of thirty days, OWNER may file a lien against the aircraft for DEFAULT of payment due. In the event of DEFAULT, this lease shall become null and void and OWNER may enter an agreement with another party to lease PREMISES.

**6. SUBLEASE AND ASSIGNMENT**

LESSEE shall not sublease or assign PREMISES to any other party.

**7. CONDITION OF PREMISES**

OWNER shall provide PREMISES to LESSEE in “as is” condition. LESSEE shall maintain PREMISES in a good and clean condition not less than “as is” condition, less any normal wear and tear. In the event LESSEE fails to maintain PREMISES in “as is” condition, OWNER may enter PREMISES and clean or make repairs to any damages and require payment of the cost for any cleaning or repairs by LESSEE as additional rent. LESSEE shall not make any alterations to PREMISES. In the event LESSEE causes any damage to any of the ramp area, OWNER shall have proper repairs made and LESSEE shall pay to OWNER the cost of making said repairs as additional rent.

**8. USE OF PREMISES**

LESSEE may use PREMISES only for the tie down of the aircraft described above. When the aircraft is out of PREMISES, LESSEE may park an unattended vehicle in PREMISES. No person or any party using PREMISES, or granted access to the ramp, other than LESSEE, may park any unattended vehicle in PREMISES. All others who gain access to the ramp for the loading or unloading of passengers, equipment or baggage, and leave their vehicles at the Airport, must park their vehicles in the Terminal parking lot.

**9. LESSEE RESPONSIBLE**

Lessee shall provide any and all equipment, supplies and tie down equipment that may be required to safely and securely tie down the aircraft on PREMISES. Lessee shall be totally responsible for ensuring that the aircraft is properly secured on PREMISES. Owner shall have no responsibilities in determining whether the aircraft is properly or securely tied down.

**10. INGRESS AND EGRESS**

LESSEE shall enter the Airport Operational Area (AOA) only through a pedestrian gate or through a vehicle access gate. LESSEE will be provided a gate access card for use in opening a vehicle access gate. The gate access card is for the use of LESSEE only and may not be loaned or given to anyone else. LESSEE shall pay to OWNER \$25.00 for use of the gate access card. Said card shall be returned to OWNER when this lease terminates and the \$25.00 fee returned to LESSEE. In the event LESSEE loses a gate access card, OWNER shall retain the \$25.00 fee and LESSEE shall pay OWNER another \$25.00 for a new card. All vehicles used by LESSEE and all others desiring to gain access to PREMISES shall drive only on paved streets or taxiways.

**11. RULES AND REGULATIONS**

LESSEE shall comply with all Rules and Regulations of the Airport, as the same may be amended. Failure to comply with said Rules and Regulations shall be grounds for OWNER to terminate this lease.

**12. APPLICABLE RULES REGULATIONS AND LAWS**

LESSEE shall comply with all Rules, Regulations and Laws of the City of Washington, NC, State of North Carolina, and the United States that may be applicable to LESSEE and the operation and maintenance of any aircraft.

**13. INSURANCE**

LESSEE shall procure and maintain in force necessary liability insurance coverage for LESSEE's activities upon the PREMISES and at the Airport, 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 OWNER from any and all liability for claims of loss, damage, or injury to persons or property caused or occasioned by the use of PREMISES by LESSEE or LESSEE's permittees, or their respective activities on or at the Airport during any term of this lease. All insurance shall be carried by a responsible company and shall be in a form satisfactory to OWNER. OWNER 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 OWNER as additional insured and provide a thirty (30) day written notice to OWNER of termination, material change in the terms thereof, or non-renewal of such policies.

**14. INDEMNIFICATION**

LESSEE shall indemnify, defend, and hold harmless OWNER and OWNER's officials, agents, boards, employees and representatives from any and all damages, liabilities, suits, obligations, fines, penalties, claims, charges and expenses, including reasonable attorney's fees, that may be brought or incurred because of any actions of LESSEE or LESSEE's permittees, any activity or incident caused by LESSEE or LESSEE's permittees at the Airport, or any violation of any Rule, Regulation or Law by LESSEE or LESSEE's permittees.

**15. TAXES**

LESSEE shall list aircraft kept at the Airport with the Beaufort County Tax Collector for the current year at the proper time and shall pay all appropriate taxes levied on said aircraft.

**16. LEASING SCHEDULE**

Aircraft owners who make a request to lease a Tie Down Space shall be assigned by OWNER to the next available Tie Down Space. If all Tie Down Spaces are occupied by aircraft, an aircraft owner making a request to lease a Tie Down Space will be placed on a waiting list in order of their request. When a Tie Down Space becomes available, the aircraft owner who has risen to number one on the list will be offered the available Tie Down Space for lease.

**17. TIE DOWN OF TRANSIENT AIRCRAFT**

Transient aircraft using the Airport and remaining at the Airport overnight for any number of days, will be assigned a Tie Down Space by the Airport Manager. The pilot of any transient aircraft shall be responsible for the secure tie down of his aircraft and shall be responsible for any and all damages that may occur because of his improper or unsecure tie down. The pilot of any transient aircraft shall sign in on the Airport Transient Aircraft Log and provide information where he can be contacted at all times. Tie down rates shall be \$5.00 per night, and the amount due must be paid

before the aircraft departs the Airport. Pilots of transient aircraft that purchase aviation fuel for their aircraft may receive the first night tie down at no charge.

**18. SUBORDINATION**

This lease shall be subject to and subordinate to the provisions of any existing or future agreement between OWNER 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 OWNER. It is specifically understood by LESSEE that this lease is subject to the recapture clause and any other conditions of grant agreements and/or assurances with the Federal Aviation Administration, Department of Navy, Civil Aeronautics Administration, and the State of North Carolina, or their respective replacement administration/agency or other successor. Owner 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 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 OWNER or the other parties named hereinabove.

**19. INSPECTION**

The aircraft occupying the Tie Down Space may be inspected by a representative of OWNER prior to signing this lease and during the lease period. Should the aircraft become unairworthy during the lease period, a determination by OWNER may terminate this lease.

**20. SEVERABILITY**

The invalidity of any provision of this lease shall not affect the remaining provisions of this lease.

**21. EFFECT OF WAIVER**

No waiver of any provision in this lease shall constitute further waiver of the same or any other provision in this lease.

**22. ATTORNEY'S FEES**

The unsuccessful party shall pay the successful party's attorney's fees in any action relating to this lease.

**23. MODIFICATION**

Notwithstanding anything herein to the contrary, this lease shall be interpreted, and, if necessary, amended, to insure and preserve its compliance with any applicable Federal obligation. If LESSEE refuses to effectuate any amendment that may be required to insure 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 OWNER to LESSEE.

**PRE-AUDIT CERTIFICATE**

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

**CITY OF WASHINGTON**

\_\_\_\_\_  
**MATT RAUSCHENBACH,**  
**Chief Financial Officer**

**LESSOR:**

**LESSEE:**

**CITY OF WASHINGTON**  
**A North Carolina Municipal Corporation**

\_\_\_\_\_  
**(Name of Individual or Corporation)**

**By:** \_\_\_\_\_  
**BRIAN M. ALLIGOOD, City Manager**

**By:** \_\_\_\_\_ **(Seal)**

\_\_\_\_\_  
**(Title)**

WARREN FIELD AIRPORT (KOCW)  
WASHINGTON, NORTH CAROLINA

T-HANGAR LEASE

(Recommendations Approved by Advisory Board – May 13, 2014)

This Lease Agreement is made this 1st day of September 2014 between the City of Washington (OWNER) and \_\_\_\_\_ (LESSEE), for rental of a T-Hangar at Warren Field Airport.

**1. LEASED PREMISES**

OWNER hereby agrees to lease hangar number \_\_\_\_\_ (PREMISES) to LESSEE, and LESSEE accepts from OWNER PREMISES “as is” for the housing of LESSEE’s privately owned aircraft described below. This lease also authorizes LESSEE the non-exclusive use of the ramp to the hangar as well as the grass turf area between the hangar and the common hangar taxiway. The aircraft that will be kept in the hangar is a \_\_\_\_\_ (Model Year) \_\_\_\_\_ (Manufacturer and Model), Registration Number N \_\_\_\_\_.

**2. TERM**

This lease shall come in effect on the date first shown herein above and shall remain in effect until the next August 31<sup>st</sup> (FIRST TERM). OWNER will provide to LESSEE a renewal lease on or about August first of each year to effect rental of the hangar for twelve months beginning on September first of that year (TERM). 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 OWNER. Upon termination of this lease under any circumstances, LESSEE shall vacate PREMISES without unreasonable delay.

**3. AMOUNT OF RENT**

LESSEE shall pay to OWNER rent of \$\*\*\*.00 per month during the First Term. OWNER reserves the right to revise the amount of rent LESSEE pays to OWNER during any TERM with said revised rent becoming effective with the TERM on September first each year.

**4. PAYMENT OF RENT**

LESSEE shall pay to OWNER the amount of rent each month set out in Paragraph three herein above not later than the first day of each month. In the event LESSEE fails to pay to OWNER the amount of rent set out by the tenth day of the month when rent payment is due, a late payment penalty in the amount of \$50.00 may be charged to LESSEE by OWNER.

**5. DEFAULT**

In the event that LESSEE fails to pay to OWNER the amount of rent due, violates this lease, abandons the hangar for any period of time, or allows the hangar to remain vacant for ninety (90) days, LESSEE shall be in DEFAULT of this lease. If LESSEE enters DEFAULT, after a period of thirty days, OWNER may terminate this lease, enter PREMISES, remove any aircraft or objects in PREMISES, place the aircraft in a Tie Down Spot on the ramp and/or pursue any other lawful remedy or right. OWNER may file a lien against the aircraft for DEFAULT of payment due. In the event of DEFAULT, this lease shall become null and void and OWNER may enter an agreement with another party to lease PREMISES.

**6. SUBLEASE AND ASSIGNMENT**

LESSEE shall not sublease or assign PREMISES to any other party.

**7. CONDITION OF PREMISES**

OWNER shall provide PREMISES to LESSEE with a clean interior and in “as is” condition. LESSEE shall maintain PREMISES in a good and clean condition not less than “as is” condition, less any normal wear and tear. In the event LESSEE fails to maintain PREMISES in “as is” condition, OWNER may enter PREMISES and clean or make repairs to any damages and require payment of the cost for any cleaning or repairs by LESSEE as additional rent. LESSEE shall not make any alterations to PREMISES. In the event LESSEE causes any damage to Airport hangars, OWNER shall have proper repairs made and LESSEE shall pay to OWNER the cost of making said repairs as additional rent.

**8. USE OF PREMISES**

LESSEE may use PREMISES only for the housing of the aircraft described above and for any tools, equipment or supplies required for the operation and maintenance of the aircraft that may be permitted for the aircraft owner to maintain the aircraft by Federal Aviation Administration (FAA) regulations. When the aircraft is out of the hangar, LESSEE and passengers may park a vehicle in the hangar. Neither LESSEE nor any person or party using the hangar or granted access to the ramp may park any vehicle in front of any hangar nor on any grass turf area beside or in the vicinity of any hangar, except LESSEE and passengers may park a vehicle on PREMISES for a period not longer than four hours.

**9. INGRESS AND EGRESS**

LESSEE shall enter the Airport Operational Area (AOA) only through a pedestrian gate or through a vehicle access gate. LESSEE will be provided a gate access card for use in opening a vehicle access gate. The gate access card is for the use of LESSEE only and may not be loaned or given to anyone else. LESSEE shall pay to OWNER \$25.00 for use of the gate access card. Said card shall be returned to OWNER when this lease terminates and the \$25.00 fee returned to LESSEE. In the event LESSEE loses a gate access card, OWNER shall retain the \$25.00 fee and LESSEE shall pay OWNER another \$25.00 for a new card. All vehicles used by LESSEE and all others desiring to gain access to PREMISES shall drive only on paved streets or taxiways.

**10. RULES AND REGULATIONS**

LESSEE shall comply with all Rules and Regulations of the Airport, as the same may be amended. Failure to comply with said Rules and Regulations shall be grounds for OWNER to terminate this lease.

**11. APPLICABLE RULES REGULATIONS AND LAWS**

LESSEE shall comply with all Rules, Regulations and Laws of the City of Washington, NC, State of North Carolina, and the United States that may be applicable to LESSEE and the operation and maintenance of aircraft.

**12. UTILITIES**

OWNER does not provide or pay the cost of water, sewer or electric utilities to any T-Hangar. In the event LESSEE wants utility services, LESSEE shall request OWNER to provide utility services and pay OWNER all costs of construction, monthly use, and service charges.

**13. INSURANCE**

LESSEE shall procure and maintain in force necessary liability insurance coverage for 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 OWNER from any

and all liability for claims of loss, damage, or injury to persons or property caused or occasioned by the use of PREMISES by LESSEE or LESSEE's permittees, or their respective activities on or at the Airport during any term of this lease. All insurance shall be carried by a responsible company and shall be in a form satisfactory to OWNER. OWNER 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 OWNER as additional insured and provide a thirty (30) day written notice to OWNER of termination, material change in the terms thereof, or non-renewal of such policies.

#### **14. INDEMNIFICATION**

LESSEE shall indemnify, defend, and hold harmless OWNER and OWNER's officials, agents, boards, employees and representatives from any and all damages, liabilities, suits, obligations, fines, penalties, claims, charges and expenses, including reasonable attorney's fees, that may be brought or incurred because of any actions of LESSEE or LESSEE's permittees, any activity or incident caused by LESSEE or LESSEE's permittees at the Airport, or any violation of any Rule, Regulation or Law by LESSEE or LESSEE's permittees.

#### **15. TAXES**

LESSEE shall list aircraft kept at the Airport with the Beaufort County Tax Collector for the current year at the proper time and shall pay all appropriate taxes levied on said aircraft.

#### **16. LEASING SCHEDULE**

Aircraft owners who make a request to lease a T-Hangar shall be assigned by OWNER to the next available hangar. If all T-Hangars are occupied by aircraft, an aircraft owner making a request to lease a hangar will be placed on a waiting list in order of their request. When a hangar becomes available, the aircraft owner who has risen to number one on the list will be offered the available T-Hangar for lease.

#### **17. SUBORDINATION**

This lease shall be subject to and subordinate to the provisions of any existing or future agreement between OWNER 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 OWNER. It is specifically understood by LESSEE that this lease is subject to the recapture clause and any other conditions of grant agreements and/or assurances with the Federal Aviation Administration, Department of Navy, Civil Aeronautics Administration, and the State of North Carolina, or their respective replacement administration/agency or other successor. Owner 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 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 OWNER or the other parties named hereinabove.

#### **18. INSPECTION**

OWNER may enter PREMISES at any reasonable time for inspection or for any purpose necessary or incidental to this lease. Aircraft to be hangared may be inspected by a representative of OWNER prior to signing this lease and during the lease period. Should an aircraft become unworthy during the lease period, a determination by OWNER may terminate this lease.

**19. SEVERABILITY**

The invalidity of any provision of this lease shall not affect the remaining provisions of this lease.

**20. EFFECT OF WAIVER**

No waiver of any provision in this lease shall constitute further waiver of the same or any other provision in this lease.

**21. ATTORNEY'S FEES**

The unsuccessful party shall pay the successful party's attorney's fees in any action relating to this lease.

**22. MODIFICATION**

Notwithstanding anything herein to the contrary, this lease shall be interpreted, and, if necessary, amended, to insure and preserve its compliance with any applicable Federal obligation. If LESSEE refuses to effectuate any amendment that may be required to insure 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 OWNER to LESSEE.

**PRE-AUDIT CERTIFICATE**

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

**CITY OF WASHINGTON**

\_\_\_\_\_  
**MATT RAUSCHENBACH,**  
**Chief Financial Officer**

**LESSOR:**

**LESSEE:**

**CITY OF WASHINGTON**  
**A North Carolina Municipal Corporation**

**By:** \_\_\_\_\_  
**BRIAN M. ALLIGOOD, City Manager**

\_\_\_\_\_  
**(Name of Individual or Corporation)**

**By:** \_\_\_\_\_ **(Seal)**

\_\_\_\_\_  
**(Title)**