



City of
Washington
NORTH CAROLINA
Council Agenda
AUGUST 25, 2014
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from August 11, 2014 **(page 3)**

Approval/Amendments to Agenda

Presentation: Woodie Wilson - ElectriCities Safety Award

I. Consent Agenda:

A. None –

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. Deep Fried Creative – Wayfinding Program **(page 16)**

VI. Correspondence and Special Reports:

A. Discussion – Grant Updates **(page 20)**

B. Discussion – Project Updates **(page 45)**

C. Memo – Library Storage Shed Maintenance **(page 47)**

D. Report – Load Management Device Installation for the month of July **(page 48)**

VII. Reports from Boards, Commissions and Committees:

A. None –

VIII. Appointments:

A. None –



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- IX. Old Business:
- A. Adopt – Resolution to Convey Surplus Real Property Located at 126 North Market Street in the Amount of \$22,000 **(page 49)**
- X. New Business:
- A. Discussion – Washington Tourism Development Authority – New Marketing Efforts
- B. Accept and Adopt – FEMA Firefighters Grant **and** Adopt Budget Ordinance Amendment **and** Adopt Grant Project Ordinance (\$50,000) **(page 56)**
- C. Authorize – Mayor to Execute Professional Services Agreement with Mid-East Commission for the EDA Water/Sewer Grant Projects **(page 60)**
- XI. Any Other Items From City Manager:
- A. None –
- XII. Any Other Business From the Mayor or Other Members of Council
- A. None –
- XIII. Closed Session – None
- XIV. Adjourn – Until Monday, September 8, 2014 at 5:30 pm, in the Council Chambers.

The Washington City Council met in a regular session on Monday, August 11, 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.; Stacy Drakeford, Police & Fire Services Director; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Keith Hardt, Electric Utilities Director; Lynn Wingate, Tourism Director; Gloria Moore, Library Director; Susan Hodges, Human Resources Director; John Rodman, Community & Cultural Resources Director; Kristi Roberson, Parks & Recreation Manager; David Carraway, Network Administrator; and Vail Rumley, Washington Daily News.

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

APPROVAL OF MINUTES:

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the minutes of July 28, 2014 as presented.

APPROVAL/AMENDMENTS TO AGENDA:

Mayor Hodges reviewed the requested amendments to the agenda:

- Add – Under Other Business from Mayor & Council – Item A: Letter of support for Montessori School - USDA Loan
- Add – Under Other Business from Mayor & Council – Item B: League Advocacy Goals
- Add – Under New Business Item D: Designating Impressions Purchase Monies for Specific Projects
- Add – Under Other Business from City Manager – Item A: Notification of Street Closing Request by 1st Presbyterian Church
- Add – Under Other Business from City Manager – Item B: Request by Beaufort County Schools – Tennis Courts

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

RECOGNITION: BASEBALL TOURNAMENT WINNERS:

Mayor Hodges presented certificates to the following Baseball Tournament Winners:

Washington 9U All-Stars - Cal Ripken 2014 Area 3 Champion



Eli Huynh, Hodges Manning,
Hayden Moore, Dawson Mitchell,
Evan Waters, Conner Flowers,
Connor Edwards, Evan O'Neal,
Austin Cherry, Keifer Boyd,
Reid Apple, Isaac Campbell
Coaches: Chip Edwards,
Adam Waters, Keith Mitchell

*Washington 12U All-Stars
District 7 Champion, Little Tarheel 12U 2014 State Champion*



Benjamin Beach, Brodie Moore, Bryson Sawyer, Colby Case, Matt Oehrli, Harrison Schmidt, Logan Hale, Robert Pollock, Hundley Stallings, Patrick Lovenburg, Mason Weaver
Coaches: Harvey Case, Tony Hale, Sean Weaver

CONSENT AGENDA:

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

- A. **Approve** – Purchase Orders >\$20,000
 - Requisition # 14923, \$24,051, to Capital Ford (State contract) for a Ford F150 to replace vehicle #810, account 10-40-6130-7400.
 - Requisition # 14927, \$23,401, to Piedmont Truck Center (State contract) for a Ford350 to replace vehicle #807, account 10-40-6130-7400.
 - Requisition # 14948, \$24,189, to Blackboard Inc. for the phone call notification system, account 10-00-4135-5300.
 - Requisition # 14958, \$175,000, to Asplundh Tree Expert Co. for annual power line tree trimming contract, account 35-90-8380-4501.
 - Requisition # 14981, \$41,350, to Logics, LLC for the annual software maintenance agreement, account 10-00-4130-4504.

COMMENTS FROM THE PUBLIC: NONE

PUBLIC HEARING ON ZONING: NONE

PUBLIC HEARING – OTHER: NONE

SCHEDULED PUBLIC APPEARANCES: NONE

CORRESPONDENCE AND SPECIAL REPORTS:
REPORT – LOAD MANAGEMENT DEVICE INSTALLATION
FOR THE MONTH OF JUNE

Mayor Pro tem Roberson asked the estimated completion date for installing the load management devices. City Manager, Brian Allgood explained this is an ongoing project. Councilman Mercer noted the project would end when Council stops the funding. Councilman Pitt inquired about the saturation rate. Keith Hardt, Electric Utilities Director explained he would forward the requested information to Council as he didn't have the exact percentage.

Load Management Device Installation Report

Project Start Date : October 2010

	June 2014	Project to Date
Total Load Management Device Installations	33	2,808
Total Accounts Added with Load Management	25	2,023
Appliance Control Installations		
Air Conditioner / Heat Pump	26	2,099
Auxiliary Heat Strip	10	1,069
Electric Furnace	0	276
Water Heater	12	1,635
Total Encumbrances to Date		
Load Management Devices		\$ 130,600
Contractor Installations		\$ 280,000
Total Project Encumbrances		\$ 410,600
Total Expenses to Date		
Load Management Device Purchases		\$ 130,600
Contractor Installation Expenses	\$ 2,785	\$ 276,935
Total Project Expenses		\$ 407,535
Average Cost per Load Management Device Installed		
		\$ 145.13
Average Installed Cost per Controlled Appliance		
		\$ 80.24

Load Management Devices Remaining in Stock 692

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE

APPOINTMENTS - TO WASHINGTON ELECTRIC UTILITIES ADVISORY BOARD & PARKS AND RECREATION ADVISORY COMMITTEE:

By motion of Councilman Pitt, seconded by Councilman Brooks, Council appointed Susan Francis to the Washington Electric Utilities Advisory Board to fill the un-expired term of James Gaynor (inside), term to expire June 30, 2015.

By motion of Councilman Brooks, seconded by Councilman Mercer, Council appointed Leah Pyburn to the Parks and Recreation Advisory Committee to fill the expired term of Audrey Woolard (inside), term to expire June 30, 2017.

OLD BUSINESS:

AUTHORIZE – STAFF TO PROCEED WITH INSTALLING THREE CURB CUTS AT KEYS LANDING SUBDIVISION WITH AN AGREEMENT FOR THE DEVELOPER TO REIMBURSE THE CITY \$1,320/LOT WHEN HOMES ARE SOLD

Summary provided in agenda packet: City Manager, Brian Alligood explained this action is coming back to City Council for action due to the request on June 28, 2014 failed due for lack of a four vote majority. Mr. Alligood stated three homes are being constructed at this CDBG grant subdivision and the driveways do not align with the curb cuts. The developer, Metropolitan Housing, committed to the Department of Commerce to close on three homes by August 31st and the final two homes by November 30th.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council authorized staff to proceed with installing three curb cuts at the Keys Landing subdivision with an agreement for the developer to reimburse the City \$1,320/lot when the homes are sold.

REVEREND DAVID MOORE – KEYS LANDING

Reverend Moore explained that he is too close to closing on lots 1, 2 and 3 (\$1,320 per lot - \$3,960) to pay for fixing the curb cuts. He requested that Council allow him to pay for the curb cuts out of the proceeds from the sale of lots 4 & 5.

Councilman Mercer expressed that a motion has already been made for staff to proceed with installing the three curb cuts at the Keys Landing subdivision with the agreement for the developer to reimburse the City \$1,320/lot when the homes are sold.

Mr. Alligood explained that Council would have to vote to reconsider the motion and pass with a majority vote.

A motion was made by Mayor Pro tem Roberson to reconsider the allocation of funds for the curb cuts for lots 1, 2, and 3 (rescind the previous motion). Councilman Pitt seconded the motion. Motion carried 4-1 with Councilman Mercer opposing.

Rev. Moore explained that the agreement with the State is that houses 4 & 5 (lots 11 & 12) will have homes built and sold by November 30, 2014. Councilman Brooks asked if the \$3960 would be paid when the homes are built and sold on lots 4 & 5. Rev. Moore explained that he has to sell lot 1 before he starts on lots 4 & 5. Rev. Moore anticipates the closings to occur by the middle of September. Allen Lewis explained his department could have the curb cuts installed by the end of the week (weather permitting).

A motion was made by Mayor Pro tem Roberson for the developer to pay for fixing the curb cuts on lots 1, 2, & 3 (total of \$3,960) in Keys Landing using sales proceeds from lots (11 & 12) houses 4 & 5 (\$1,980 per lot). Councilman Pitt seconded the motion. Motion carried.

ADOPT – BUDGET ORDINANCE AMENDMENT TO REALLOCATE THE 2011 AND 2012 AIRPORT VISION 100 GRANTS

The 2011 and 2012 Vision 100 grants require reallocation to the specific grant the funds are being utilized for.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted a Budget Ordinance Amendment to reallocate the 2011 and 2012 Vision 100 grants.

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2014-2015

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

Section 1. That the Estimated Revenues in the Airport Fund be increased or decreased by the following amounts to reallocate the 2011 & 2012 Vision 100 grant funds:

37-90-3490-0009	Vision 100 36237.38.10.1	\$ (10,093)
37-90-3490-0010	Vision 100 36237.38 TBA	10,093
37-90-3490-0010	Vision 100 36237.38 TBA	1,273
37-90-3991-9910	Fund Balance Appropriated	<u>141</u>
	Total	\$ 1,414

Section 2. That the Airport Fund appropriations budget be increased or decreased by the following amounts:

37-90-4530-4515	Vision 100 36237.38.10.1	\$ (11,213)
37-90-4530-4523	Vision 100 36237.38 TBA	11,213
37-90-4530-4523	Vision 100 36237.38 TBA	<u>1,414</u>
	Total	\$ 1,414

Section 3. That the Estimated Revenues in the Airport Terminal Grant Fund be increased or decreased by the following amounts to reallocate the 2011 & 2012 Vision 100 grant funds:

66-90-3490-0004	State Aid	\$ (1,273)
66-90-3352-0000	City Contribution	(<u>141</u>)
	Total	\$ (1,414)

Section 4. That the Airport Terminal Grant Fund appropriations budget be increased or decreased by the following amounts:

66-90-4530-0400	Professional Services	\$ (1,414)
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Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall become effective upon its adoption.

Adopted this the 11th day of August, 2014.

ATTEST:

s/ Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

ADOPT – BUDGET ORDINANCE AMENDMENT 2013-2014 PROJECTS NOT COMPLETED IN FY 2013-2014

Mr. Alligood explained these are projects that were budgeted in FY 2013-2014 but not completed. Councilman Mercer expressed concern with the reallocation of funds shown in the Electric Fund, Vision 100 Grant and Cemetery Fund.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted a Budget Ordinance Amendment to appropriate funds for projects that were budgeted in FY 2013-2014 and not completed.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2014-2015**

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

Section 1. That the following accounts of the General Fund revenue budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2013-2014:

10-00-3991-9910	Fund Balance Appropriated	\$ 146,382
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2013-2014:

10-20-4511-4500	Street Paving	\$ 141,982
10-40-6170-9113	Veterans Park	<u>4,400</u>
	Total	146,382

Section 3. That the following accounts of the Water Fund revenue budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2013-2014:

30-90-3991-9910	Fund Balance Appropriated	\$ 93,386
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Section 4. That the following accounts of the Water Fund appropriations budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2013-2014:

30-90-8189-7400	Capital Outlay	93,386
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Section 5. That the following accounts of the Electric Fund revenue budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2013-2014:

35-90-3991-9910	Fund Balance Appropriated	\$ 237,221
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Section 6. That the following accounts of the Electric Fund appropriations budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2013-2014:

35-90-8390-7400	Capital Outlay	237,221
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Section 7. That the following accounts of the Warren Field Airport Fund revenue budget be increased by the respective amounts indicated for projects budgeted but not completed in 2013-2014:

37-90-3453-0005	Grant Funds 36244.51.8.1	\$ 6,221
37-90-3490-0008	Grant Funds 36244.51.8.2	11,787
37-90-3991-9910	Fund Balance Appropriated	<u>2,002</u>
	Total	20,010

Section 8. That the following accounts of the Warren Field Airport Fund appropriations budget be increased by the respective amounts indicated for projects budgeted but not completed in 2013-2014:

37-90-4530-4521	Vision 100 Grant 36244.51.8.1	\$ 6,913
37-90-4530-4522	Vision 100 Grant 36244.51.8.2	<u>13,097</u>
	Total	20,010

Section 9. That the following accounts of the Cemetery Fund revenue budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2013-2014:

39-90-3991-9910	Fund Balance Appropriated	\$ 7,223
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Section 10. That the following accounts of the Cemetery Fund appropriations budget be increased or decreased by the respective amounts indicated for projects budgeted but not completed in 2013-2014:

39-90-4740-5600	Materials	\$ 7,223
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Section 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 12. This ordinance shall become effective upon its adoption

ATTEST:
s/ Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

ADOPT – BUDGET ORDINANCE AMENDMENT FOR OUTSTANDING PURCHASE ORDERS FROM FY 13/14

City Manager, Brian Alligood reviewed the Budget Ordinance Amendment For Outstanding Purchase Orders from FY 13/14 and not at the close of fiscal year 2013-2014 the City had the following amount of outstanding purchase orders, by fund, issued for service contracts and merchandise:

General Fund	\$154,665
Water Fund	167,638
Sewer Fund	106,562
Electric Fund	232,126
Solid Waste Fund	861
Cemetery Fund	<u>700</u>

Total \$662,552

Funding for these outstanding purchase orders is restricted in fund balance at June 30, 2014. Therefore, the funding needs to be appropriated in the current fiscal year for spending.

Councilman Mercer expressed concern with purchase orders written in late June and purchase orders that exceed the original budget allocation. Mr. Alligood explained that funds can be transferred within line items in order to cover these expenses. Mr. Rauschenbach explained that our purchase order system will not allow an account to be over drawn, the system will reject the request.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council adopted a budget ordinance amendment for purchase orders outstanding from fiscal year 2013-2014 that are being brought forward into fiscal year 2014-2015 for payment. Motion carried 4-1 with Councilman Mercer opposing.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2014-2015**

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

Section 1. That the following amounts are hereby appropriated for spending in FY 14/15 in order to satisfy existing contracts, grant obligations, and purchase orders at the end of last fiscal year.

Schedule A. General Fund

Human Resources	\$300
Information Systems	28,933
Fire	8,105
Code Enforcement	1,427
Planning/Zoning	1,000
Public Works Administration	330
Library	1,237
Recreation Administration	2,140
Recreation Events & Facilities	315
Senior Programs	18,406
Waterfront Docks	10,370
Aquatic Center	2,711
Parks & Grounds	76,871
Outside Agency	<u>2,520</u>
Total	\$154,665

Schedule B. Water Fund

Water Administration	500
Water Meter Service	10,000
Water Treatment Plant	5,543
Water Maintenance	10,893

Water Construction	<u>140,702</u>
Total	\$167,638

Schedule C. Sewer Fund

Miscellaneous	\$74,094
Wastewater Administration	300
Wastewater Maintenance	630
Wastewater Treatment Plant	22,255
Sewer Lift Stations	<u>9,283</u>
Total	\$106,562

Schedule D. Electric Fund

Electric Administration	\$9,543
Meter Services	1,740
Utility Communications	62,369
Power Line Maintenance	501
Power Line Construction	<u>157,973</u>
Total	\$232,126

Schedule E. Solid Waste Fund

Operations	\$861
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Schedule F. Cemetery Fund

Operations	\$700
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Section 2. That the following revenues be increased in the respective amounts to meet the foregoing obligations:

General Fund Balance Appropriated	154,665
Water Fund Balance Appropriated	167,638
Sewer Fund Balance Appropriated	106,562
Electric Fund Balance Appropriated	232,126
Solid Waste Fund Balance Appropriated	861
Cemetery Fund Balance Appropriated	<u>700</u>
Total	\$662,552

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 11th day of August, 2014.

ATTEST:

s/ Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

NEW BUSINESS:

**APPROVE AND AUTHORIZE – THE MAYOR TO EXECUTE THE DEED OF TRUST
RELEASES FOR LOTS 1, 2, 3, 11, AND 12 IN KEYS LANDING SUBDIVISION**

Mr. Alligood reviewed the documents on executing the deed of trust releases for lots 1, 2, 3, 11, and 12 in Keys Landing Subdivision. House numbers 4 & 5 will be setting on lots 11 & 12.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council approved and authorized the Mayor to execute the deed of trust releases for lots 1, 2, 3, 11 and 12 in the Keys Landing Subdivision contingent upon the properties being conveyed to LMI qualified purchasers and their LMI status being verified by the CDBG administrator.

**APPROVE AND AUTHORIZE – THE MAYOR TO EXECUTE THE DEED OF TRUST
RELEASE FOR LOT 158 IN NORTHGATE SUBDIVISION**

Jason Briley came forward and requested a release for lot 158 in Northgate Subdivision. This home/lot is currently under contract to be sold once the release is approved. There are also three additional lots (166, 51 & 151) that have houses completed on them and are ready to be sold. Mr. Briley is requesting the three additional lots be released as well. Mr. Briley explained there would be 40+ lots for the city to use as security.

Mayor Pro tem Roberson acknowledged the 7+ acres that Mr. Briley has dedicated for common space and noted he would be ready to release the other requested lots once the homeowner's association accepts this space. Councilman Mercer noted that the motion would actually release the remaining lots. Mr. Holscher summarized an email from Jimmy Nelson (Briley's attorney) noting that Northgate already has a homeowner's association and there may be additional work to be done if the maintenance of the common space is supposed to be the responsibility of the HOA.

Mayor Pro tem Roberson noted he didn't mind authorizing the release of lot 158 and continue to work with the HOA to maintain the recreation space before releasing the remaining lots. He also stated that the original agreement was to install sidewalks in the subdivision, but he is fine with exchanging the sidewalks for the 7+ acres of common space.

Councilman Mercer suggested that he would like to have written documentation of when the HOA met and any action they have taken in regard to accepting and maintaining the 7+ acres of common space. He expressed concern with cancelling the remaining deed of trusts.

Jimmy Nelson (Briley's Attorney) discussed various ways to accept and maintain the common space.

Mr. Briley explained that the grant has been satisfied/fulfilled with the State.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved and authorized the Mayor to execute the attached deed of trust release for lot 158 in Northgate

Subdivision upon the creation and report of the meeting of a Northgate Subdivision Homeowners' Association (or similar entity) to maintain the 7.4 +/- acres of land in the subdivision that Mr. Briley has committed to donate as subdivision common space.

Franz Holscher City Attorney explained that the homeowner's association has already been created. Mr. Holscher inquired if he is at liberty to have the release for lot 158 executed and given to Mr. Briley? If not, what has to occur before the release for lot 158 can be given to Mr. Briley? Councilman Mercer said they will need to have a homeowner's association meeting and create a report of the meeting.

Mr. Alligood noted that Mr. Briley's request is to go ahead and release lot 158 because he has a buyer for this lot and then we can deal with the remaining issue. Mr. Alligood noted that Councilman Mercer's motion stated that lot 158 will not be released until the HOA is created and a report of that meeting has been presented to Council. Mr. Alligood noted that the intent of the motion was to release 158 now, then upon the creation and report of the creation of the HOA to maintain the 7.4 +/- acres, the entire deed of trust would be released.

Councilman Mercer requested to reconsider the motion.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved and authorized the Mayor to execute the deed of trust release for lot 158 in Northgate Subdivision. That prior to the release of any further lots, a homeowners' association be created and a report of that meeting be presented to the City Council for further action.

(copy attached)

APPROVE AND AUTHORIZE – THE CITY MANAGER TO SIGN THE PROMISSORY NOTE TO THE BEAUFORT COUNTY COMMITTEE OF 100 (\$25,000)

The Beaufort County Committee of 100 has agreed to fund the UNC SOG-DFI project in the amount of \$25,000. The funding is structured as a 3-year no interest loan to the City. The Committee of 100 has agreed that a portion of, or the entire loan, may be forgiven in its sole discretion, if a substantial development results in new investment and the creation of jobs in Beaufort County.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council approved and authorized the City Manager to sign the promissory note to the Beaufort County Committee of 100 for \$25,000 to fund the UNC School of Government Development Finance Initiative (UNC SOG-DFI) project.

(copy attached)

DESIGNATING IMPRESSIONS PURCHASE MONIES FOR SPECIFIC PROJECTS

Councilman Mercer discussed his desire to have the proceeds from the Impressions sale to be set aside for specific projects/activities. His suggested designations of \$200,000 to each of the following: Streetscape project, Havens Gardens Recreation Area, Airport Hangar Construction and Police Station Fund.

Mayor Pro tem Roberson expressed concern with using this money until we have a better understanding about the upcoming budget. Councilman Brooks suggested that we wait to allocate

these funds until all of the business subcommittees have met and submitted their solutions to the Council regarding budget deficits. Councilman Pitt agreed that we should hold the funds and not designate them to specific projects.

City Manager, Brian Alligood discussed the \$1.2 million difference in the Parks and Recreation budget and noted the subcommittees are looking at possible solutions to reduce the difference and they should have a plan to present to Council within the next 30 days. The committee is looking at breaking out pieces that you would have to do no matter what, pieces that do not generate revenue. The General Assembly has cut our funding by \$120,000-\$150,000 by eliminating Privilege License.

ANY OTHER ITEMS FROM CITY MANAGER:

NOTIFICATION OF STREET CLOSING REQUEST BY 1ST PRESBYTERIAN CHURCH

City Manager, Brian Alligood reported that he has approved a request by 1st Presbyterian Church to close Gladden Street between Main and Second Street from 9:00am-2:00pm on Sunday, September 7th.

REQUEST BY BEAUFORT COUNTY SCHOOLS – TENNIS COURTS

The City Manager reviewed a request from Beaufort County Schools regarding the resurfacing of the tennis courts located at Washington High School. Mr. Alligood explained that the request is for the City to pay for resurfacing the tennis courts (approx. \$40,000), but this is a project that was not included in the budget. Mr. Alligood reviewed prior agreements with the school system, but we currently have no legal obligation regarding the tennis courts. When the tennis courts were first installed, the City of Washington agreed to pay \$60,000 of the \$120,000 total cost. The minutes from that time stated that the tennis courts would be owned and operated by the school system. The school board is interested in a future joint use agreement regarding the tennis courts at Washington High School. Mr. Alligood is seeking direction from Council regarding the tennis courts.

The City Attorney reviewed some historical data regarding joint use agreements with different facilities, but there currently is not an agreement regarding the tennis courts. A prior agreement which included the tennis courts was terminated by the school system in December 2008. In 2010, joint use agreements were entered into regarding John Cotton Tayloe, Kugler Field and the Aquatics Center.

Council, by consensus, advised Mr. Alligood to discuss with the school system, that they would be interested in a future joint use agreement with the school system regarding the tennis courts, but at this time this project is not included in the budget. Council also discussed the possibility of including a discussion regarding City owned tennis courts during the next budget cycle.

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

LETTER OF SUPPORT FOR MONTESSORI SCHOOL'S USDA LOAN APPLICATION

Mayor Hodges discussed a request from the Montessori School for a letter of support for their USDA loan application in order to expand their school system. This is only a letter of support and there is no financial obligation from the City.

By consensus, Council authorized the Mayor to write a letter of support for the Montessori School's USDA loan application.

LEAGUE ADVOCACY GOALS

Councilman Pitt reminded Council members of the August 28th deadline for submission of League Advocacy Goals. Discussion was held regarding the regulation of golf carts on public streets.

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

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to enter into closed session under NCGS § 143-318.11(a)(6) personnel at 7:00pm.

By motion of Councilman Brooks, seconded by Councilman Pitt, Council agreed to come out of closed session at 8:20pm.

AUDIO

Council members discussed audio concerns of the televised City Council meetings. Staff will research this problem and possible solution.

WATER LEAK

The City Manager discussed a major water leak in our system and staff members are working to locate the problem. Over the last month, we have experienced a loss of 500,000-700,000 gallons.

ADJOURN

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 8:40pm until August 25, 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**

MEMO

Date: August 18, 2014

To: Mayor and City Council

From: John Rodman, Community & Cultural Services

RE: Wayfinding Program

The word wayfinding has become an integral part of community planning and the creation of places that offer unique and memorable experiences to the public. Wayfinding improves circulation and directs visitor dollars where they have the most impact. Retail environments thrive when visitors can easily find their way there. Districts become popular destinations when a brand-supportive wayfinding system illuminates a clearly marked path for patrons.

The City Council authorized the establishment of a Wayfinding Program. The Wayfinding Steering Committee was assembled in October (2013) to work with staff to develop a wayfinding signage program that included a vision, goals and objectives and information on signage. We expected about 7 or 8 meetings of the committee, roughly monthly in order to accomplish the scheduled items. The checked items are the ones that have been completed as to date:

- ✓ Establish a Steering Committee.
 - ✓ Determine goals and objectives.
 - ✓ Identify entranceways & gateways.
 - ✓ Determine destinations: What places do people need to find?
 - ✓ Identify routes: What are the paths that people need to take?
 - ✓ Locate Decision Points
 - ✓ Develop sign inventory.
 - ✓ Determine design concepts.
 - ✓ **Public Participation.**
1. Installation - # of signs and locations.
 2. Provide costs & draft plan.

The “public participation” portion of the program has recently been accomplished. Deep Fried Creative Consultants prepared detailed designs for each of the various sign types that was presented during a public input session held at the Senior Center. The information gathered from this input session plus the information obtained through online surveys allowed Deep Fried Creative to complete a final draft of the proposed signage.

This final draft of the Wayfinding Signage images are presented to the Council in order to receive consensus on the design in order to move the next step in the process. If you have any questions or I may further assist you in any way please don't hesitate to let me know.

(Click here for full-size view) This is Washington Wayfinding Design Concept A. What is your initial reaction?

1 = Awful!, 2 = Okay, I guess..., 3 = Pretty good., 4 = Looks great!, 5 = INCREDIBLE!!!



(Click here for full-size view) This is Washington Wayfinding Design Concept B. What is your initial reaction?

1 = Awful!, 2 = Okay, I guess..., 3 = Pretty good., 4 = Looks great!, 5 = INCREDIBLE!!!



Which design concept best represents the City of Washington? Why?

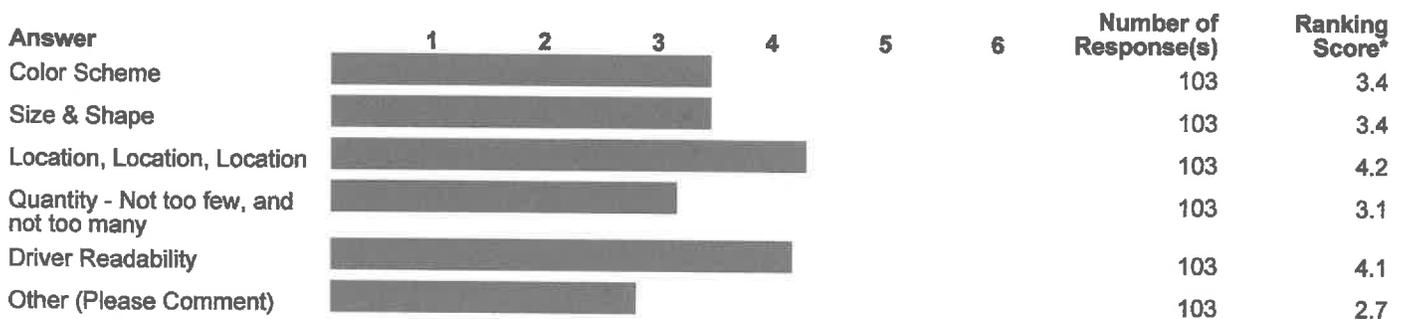


Which Wayfinding Design Concept do you prefer? Why?



What visual elements do you feel are important to a city-wide Wayfinding project such as this? Why?

1 = Least Important



*The Ranking Score is the weighted average calculated by dividing the sum of all weighted rankings by the number of total responses.

I believe this would show who we are as a city and community. It's inviting and welcoming. Most importantly, it shows what city they are in, if they have never been here before.

I think the color scheme should be something like Essex Green as a lot of historical signage is a dark green and people are used to the uniformity of it found at many historical sights.

Keep it simple; utilize all monies wisely; the signs are for informational and direction keep that foremost and make it easy for the traveler.

I think it's a great idea and I think that it will do a great job of attracting more people downtown as long as the font is something aesthetically appealing classic yet not too traditional to be unappealing to a younger crowd or different crowd that may bring more business downtown.

I think this is a great idea and helpful to visitors. Making it easier to find important things is a good thing to do. Wish I could be there for the meeting but I am out of town for the summer/fall. Thanks for your efforts.

It makes it appear that the "gateway" to Washington will be a place you must visit. Put your best foot forward and show how much we care.

Direct visitors to other areas of the city like Beebe Memorial Park, Havens Gardens, Veterans Park and Oakdale Cemetary. There is more to Washington than just the downtown and harbor district.

Where are the locations of these signs? The newspaper mentioned HWY 264 E & W and HWY 17 S. Why not HWY 17 N? More out of town visitors enter the town from that direction than HWY 264 E. Also will this be on Business 17 or Bypass 17? No need for Business 17 welcome signs, a road used by locals.

Please provide more choices from which to choose. I like the logo on the welcome sign in the first design concept, as well as the post on the Havens Gardens sign; but the other aspects could use tweaking.

Thank you for doing this, it's very worth while. Personally I find these very "corporate" looking and mainstream. Is there a way to capture the "quaint" instead?

Both concepts look good. The A looks a little classier than B, but I think B would look classy with darker colors...black or navy blue to be specific. Either concept would be a big improvement for the city.

I recommend that you choose a design that allows the panels to be easily replaced in the future (either from storm damage, wear or change in logo/colors.) Ie brackets that bolt panel to posts.

This has been a long time in coming. I like the designs and certainly want to stick with the black/white color...more in fitting with historic district and the old buildings.

Play up the city's assets-the water, boating, historical, pirate themes, arts. Make access to these area pleasant-let's face it there are some unattractive parts of Washington.

CITY OF WASHINGTON, NC WAYFINDING SYSTEM

CONCEPT C



Concept 3 incorporates elements from both initial Historic (A) and Modern (B) concepts. Based on public feedback, the darker blue color has been integrated into the main sign area. The tag color at the bottom of each sign can be altered for each respective district, helping visitors establish a better sense of district identity. Many concerns expressed by the public are addressed by blending aspects of the two initial options presented.



CITY OF WASHINGTON, NC WAYFINDING SYSTEM

CONCEPT C



Concept 3 incorporates elements from both initial Historic (A) and Modern (B) concepts. Based on public feedback, the darker blue color has been integrated into the main sign area. The tag color at the bottom of each sign can be altered for each respective district, helping visitors establish a better sense of district identity. Many concerns expressed by the public are addressed by blending aspects of the two initial options presented.



Grant Executive Summary
as of 7/31/2014

Active Fund	Grant Description	Dates			Financials				Deliverable				Compliance Reporting Status	Notes
		Award	Expiration	Completion	Revenue		Expense		Metric	Total	Achieved	Bal.		
					Budget	Actual	Budget	Actual						
50	CDBG Affordable Housing	04/09/10	10/31/14	10/31/14	227,700	185,719	227,700	185,719	LMI homes	10	5	5	06/30/14	2 add'l homes expected by 10/31, \$26k clawback net of \$30k escrow
51	Blue Goose	03/01/13	03/01/15	02/01/15	350,000	354,048	350,000	340,000	Jobs (60%LMI)	16	16	0		Job creation targets met, close project in September
52	Comprehensive Bicycle Plan	05/26/11	12/31/13	06/30/14	35,000	30,430	35,000	32,288				0		Submit updated draft to DOT by August 20th
55	idX/Impressions NC One Grant	09/30/13	09/30/16		300,000	-	300,000	-	Jobs/investment	160	0	160	01/31/14	Jobs created but not since award date
57	CDBG for Job Creation	07/06/12	01/16/15	07/06/14	200,000	195,539	200,000	196,182	Jobs(7 new/1 ret.)	8	8	0	06/30/14	DCA monitoring visit 8/26
61	Pedestrian Plan Grant	05/20/13	09/30/13	12/31/14	10,000	10,000	10,000	-				0		Plan being drafted, distribute to steering committee
65	Econ. Development- Spinrite	01/07/12	01/07/15	01/07/15	90,000	90,413	90,000	67,500	Jobs	90	76	14		84% of job target met, 75% reimbursed
66	Airport Terminal Grant	04/04/13	07/01/15	03/31/15	1,255,902	643,128	1,255,902	303,342				0		Construction begun, complete by January 2015
67	Facade Grant Program	07/01/13	06/30/14	06/30/14	20,000	6	20,000	-				0		Two \$2k reimbursements in progress
69	Way Finding				150,000	150,000	150,000	3,288						Design development in progress, public input meeting July 22nd
71	Airport Lighting Rehab				361,111	36,111	361,111	9,821						Executed grant agreement received, initial design begun
76	EDA Water Projects	09/11/13	03/11/17	02/28/17	1,428,262	706,518	1,428,262	30,127				0		Eng. bid awarded, topo surveys begun, award const. Dec 2014
77	EDA Sewer Grants	09/11/13	03/11/17	02/28/17	1,423,894	703,974	1,423,894	124,531				0		Eng. bid awarded, topo surveys begun, award const. Dec 2014
78	Light House RR & Boater Facility	01/17/12	01/17/15	06/30/14	346,507	96,878	346,507	274,810				0		Construction complete, grant agency closeout visits in August
	CDBG Keysville Rd.	2005	6/4/2013	06/30/16	320,000	320,000	320,000	320,000				0	06/30/14	3 homes in progress, remaining 2 homes complete by 10/31/14
32	TAG- Sanitary sewer study	05/12/14		09/09/14	35,000	-	35,000	-						Engineering study in progress
10	NC Cardinal	07/01/14		06/30/15	22,345	-	22,345	-						Grant awarded, complete by 6/30/15

Applications

	Pre-App	Selected	Final App	Grant	Match	Total	
Public Access- Peoples Pier	2/28/14			120,000	30,000	150,000	Application submitted
Public Access- Havens Garden	5/30/14	6/20/14	9/15/14	180,000	20,000	200,000	May memo to Council
FEMA- turnout wash/dry, vehicle exhaust				399,000	21,000	420,000	Grant awarded 8/15/14
FEMA- Fire vehicle, turnout wash/dry, vehicle exhaust							Not selected, include in 2015/2016 operating budget
Historic Preservation Grant				14,000	4,000	18,000	Tentatively awarded, inventory/walking tour info development
Police Bullet Proof Vests							

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 50 - CDBG Housing Development Program

Grant Number: CDBG 09-C-2050 (HD)

Grant Agency: Department of Commerce

Contract Grant Administrator: Holland Consultants

City Grant Administrator: Matt Rauschenbach

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

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$227,700.00	\$185,718.62	\$227,700.00	\$185,718.62
City Match	0	0	0	0
Other Match				
Total	\$227,700.00	\$185,718.62	\$227,700.00	\$185,718.62

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

Grant Status

Prior Activity: Five homes have been constructed and occupied. WHI deposits \$6,000 for each grant lot closing in a the City Attorney's trust account until the City no longer has exposure to pay back grant funds. \$18,571.86/home is to repaid for the number of homes less than 10 that are not occupied as of 10/31/14.

Status:	10	LMI home commitment
	2	Conveyed- non grant lots
	3	Conveyed- grant lots
	5	Remaining balance
	\$18,000	Trust account balance

Activity during month: Qualifying applicants, recruiting presentations at various employers.

City of Washington Grant Update

Projected Activity for next Month: Continued emphasis on qualifying applicants, four are in the pre-approval process. A promotional effort similar to the one hosted at City Hall will be pursued with Beaufort County. Meet with Beaufort County HR group.

Is project on schedule, if not what action is being taken: Achievement of the remaining five homes by 10/31/14 is a challenge. Monthly update meetings with the Washington Housing Authority.

Other Notes/Council Actions required (Anticipated Date of Council Action): None

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 51 - Blue Goose (Oak Ridge Metal Works)
Grant Number: 12-E-2404
Grant Agency: CDBG- Building Reuse
Contract Grant Administrator: Kevin Richards, Mid-East Commission
City Grant Administrator: Matt Rauschenbach

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

Financial Status:

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$320,000.00	\$320,000.00	\$320,000.00	\$320,000.00
City Match	30,000.00	30,000.00	30,000.00	20,000.00
Other Match	0	4,000.00	0	0
Interest Earned	0	47.58		
Total	\$350,000.00	\$354,047.58	\$350,000.00	\$340,000.00

Reimbursement to Date:	\$324,000.00
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$324,000.00

Grant Status

Prior activity: Renovation of Oak Ridge Metal Works Building (Former Brooks Boatworks facility), job creation target met 9/26/13.

Activity during month: Received and processed last requisition from ORMW.

Projected activity for next month: We will be able to close out the project in August or September. Mid- East will prepare and submit their final administration invoice.

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

**City of Washington
Grant Update**

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

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 52 - Comprehensive Bicycle Plan

Grant Number: 52-60-4930

Grant Agency: Mid-East Commission/NCDOT

Contract Grant Administrator: Justin Oakes

City Grant Administrator: Kristi Roberson

Award Date: 5/26/11 Grant Expiration Date: 12/31/13 Projected Completion Date: 6/30/14

Financial Status:

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$28,000.00	\$23,430.00	\$ 28,000.00	\$25,830.00
City Match	7,000.00	7,000.00	7,000.00	6,457.50
Other Match				
Total	\$ 35,000.00	\$ 30,430.00	\$ 35,000.00	\$32,287.50

Reimbursement to Date:	\$ 23,430.00
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$ 23,430.00

Grant Status

Prior activity:

Field Evaluation; Public Input Survey; Steering Committee Meetings (5); Public Open House (2); Exhibit at BoCo Festival; Mapping

Completed addressing comments from City and NCDOT and submitted second draft for City and NCDOT review; worked to complete roadway inventory data gathering of roadway characteristics to provide to NCDOT to assist in review of proposed projects; discussed with Mid-East RPO

Activity during month: NCDOT provided Mid-East with comments on most recent draft of Plan on July 11. Mid-East is currently working through those comments and will resubmit to NCDOT following completion of edits.

Projected activity for next month: Provide NCDOT updated Draft of Bike Plan; take before City once approved by NCDOT.

City of Washington Grant Update

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

Project was slowed from its initial schedule in an effort to receive more public input; as a result more time was needed for NCDOT review of initial draft. Completion of second draft was slowed slightly, but has been submitted. Staff continues continued to collect roadway characteristic data to assist NCDOT in project review. Mid-East staff has made completion of the plan a top departmental priority and will work to get project completed as quickly as possible. Coordination between the Mid-East, the City, and NCDOT will continue through the completion of the project.

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

Council action required upon completion of the plan; completion date dependent upon review/correct time needed by NCDOT and Mid-East.

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 55 - idX NC One Grant
Grant Number: 2012-9573
Grant Agency: NC Dept. of Commerce One NC Grant Fund
Contract Grant Administrator:
City Grant Administrator: Matt Rauschenbach

Award Date: 09/03/13 Grant Expiration Date: 09/03/16 Projected Completion Date: 09/03/16

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$300,000.00	\$0	\$300,000.00	\$0
City Match	0	0	0	0
Other Match				
Total	\$ 300,000.00	\$0	\$ 300,000.00	\$0

Reimbursement to Date:	\$ 0
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$ 0

Grant Status

Prior activity: Annual incentive match payment report submitted to DOC. Investment and employment being monitored.

Activity during month: Investment and employment being monitored. \$1,489,351 has been invested to date.

Projected activity for next month:

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

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

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Jumpstart Washington
Grant Number: CDBG 11-C-2340
Grant Agency: Department of Commerce, CDBG SBEA
Contract Grant Administrator: The Wooten Company, Billie Hansen
City Grant Administrator: John Rodman

Award Date: 7/6/12 Grant Expiration Date: 1/16/15 Projected Completion Date: 8/30/14

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$200,000.00	\$195,539.49	\$200,000.00	\$196,182.40
City Match	0		0	
Other Match				
Total	\$200,000.00	\$195,539.49	\$200,000.00	\$196,182.40

*Detailed Revenue and Expenditure Statement is attached.

Reimbursement to Date:	\$195,539.49
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$195,539.49

Grant Status

Prior Activity: Purchased utility truck for Park Boat, plumbing equipment for FRE Plumbing and RX Drugs for Tayloe Pharmacy (considered working capital). Purchased Yale forklift and tractor for Park Boat. Procured and delivered skid steer loader for Pamlico Fence Company. Procured a BMW Diagnostic, Mercedes Benz Diagnostic, VW Diagnostic, Getac Semi-Rugged Computer, Dell Computer, LaunchPad and CarDaq M for Eastern Carolina Import Cars.

Activity during Month: The remaining one new job creation was made by ECIS during May. Early in July ECIS will provide a copy of their NCUI-101 employment form for the first quarter 2014, which will illustrate that the new employee was hired and appears on their payroll. This documentation will allow us to request that DCA release ECIS from further employment monitoring. A letter was sent to DCA in May requesting that FRE Plumbing, Pamlico Fence, Park Boat and Tayloe Pharmacy be released from further employment monitoring. To date a response letter has not been received from DCA. With the new hire made by ECIS, the grant

City of Washington Grant Update

hiring commitments will be fulfilled. Two additional equipment purchases were made for ECIS during May, which will complete their grant purchases. Project companies are, or have previously, submitted proof of their required monetary match for the program.

Projected Activity for Next Month: CDBG Requisition # 4 will be prepared for submission after the remaining ECIS equipment purchases are complete and the full \$5,000 Planning Fee (for CD Academy charges and other) has also been paid. On-going monitoring of job creation will continue until all jobs are in place and the funding agency releases all companies from further employment monitoring.

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

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 61 - Comprehensive Pedestrian Plan

Grant Number:

Grant Agency: Mid-East Commission

Contract Grant Administrator: Justin Oakes

City Grant Administrator: Kristi Roberson

Award Date: 5/20/13 Grant Expiration Date: 6/30/14 Projected Completion Date: 6/30/14

Financial Status:

	Total Budgeted Revenues	Actual Revenues Project to Date	Total Budgeted Expenditures	Actual Expenditures Project to Date
Grant Funds	\$10,000.00	\$10,000.00	\$ 10,000.00	\$0
City Match	0		0	
Other Match				
Total	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$0

Reimbursement to Date:	\$10,000.00
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$10,000.00

Grant Status

Prior activity:

Steering Committee Meeting; review of existing pedestrian plan; site visits to locations included in the plan; census data collection, public survey preparation

Prepared and distributed four sections of the draft plan to Steering Committee members for review; prepared materials and presentation for Steering Committee Meeting, which had to be distributed via e-mail as there were no members present at the meeting; Administered public input survey and prepared materials for public open house.

Activity during month:

Continued drafting plan document; conducted site visits; finalizing recommended projects;

Projected activity for next month: Schedule Steering Committee meeting to review Plan Document

City of Washington Grant Update

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

While start was initially delayed due to the continued work on the Comprehensive Bicycle Plan, Mid-East is currently working to complete the plan update; additional time may be needed to receive public comment on draft document.

Other notes/Council actions required (anticipated date of council action): Council action required upon completion of the plan.

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 65 - Economic Development Incentives – Spinrite Services
Grant Number: N/A
Grant Agency: City of Washington
Contract Grant Administrator: N/A
City Grant Administrator: Matt Rauschenbach

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

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$0	\$0	\$0	\$0
City Match	90,000.00	90,000.00	90,000.00	67,500.00
Interest Earned		412.71		
Total	\$90,000.00	\$90,412.71	\$90,000.00	\$67,500.00

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		0
Total Reimbursement:	\$	0

Grant Status

Prior activity: Beaufort County is the Local Government administering the NC One Fund Grant. The City expenditure to date of \$67,500 reflects our portion of the grant match based on actual jobs created. Reimbursement to date is based on 76 jobs created of 90 committed or 84%. Next threshold will be 90 total jobs for the remaining 25%.

Activity during month:

Projected activity for next month:

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

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

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 66 - New Terminal Building (Design and Bidding)

Grant Number: 36237.38.12.1 (2012 Vision Funds)

Grant Agency: NCDOT Division of Aviation

Contract Grant Administrator: Talbert & Bright

City Grant Administrator: Allen Lewis

Award Date: 4/4/13 Grant Expiration Date: 7/1/15 Projected Completion Date: April 2014

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$100,967.00	\$99,694.66	\$100,967.00	\$99,694.66
City Match	\$11,218.00	\$11,077.19	\$11,218.00	\$11,077.19
Other Match				
Total	\$112,185.00	\$110,771.85	\$112,185.00	\$110,771.85

Reimbursement to Date:	\$99,694.66
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$99,694.66

Grant Status

Prior activity: Design was complete in October 2013 and bids were received in November 2013. Bids were presented to City Council in December 2013. Reimbursement requests for design and bidding phase costs were submitted to the NCDOT Division of Aviation on 07-31-13, 10-08-13, 11-12-13 and 02-04-14. A final invoice was prepared for this project and a final reimbursement request submitted to the NCDOT Division of Aviation. Reimbursement received 04-11-14. Grant funds (\$1,272) that are not spent will be available for use in a separate grant at a later date.

Activity during month: N/A.

Projected activity for next month: N/A. **Project complete.**

Is project on schedule, if not what action is being taken: **Yes, project is complete.**

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

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 66 - New Terminal Building (Construction)
Grant Number: 36237.38.13.1 (New Terminal Building)
Grant Agency: NCDOT Division of Aviation
Contract Grant Administrator: Talbert & Bright
City Grant Administrator: Allen Lewis

Award Date: 2/24/12 Grant Expiration Date: 7/1/17 Projected Completion Date: June 2015

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$199,277.00	\$0	\$199,277.00	\$ 0
City Match	\$22,142.00	\$22,142.00	\$22,142.00	\$ 0
Other Match				
Total	\$221,142.00	\$22,142.00	\$221,142.00	\$ 0

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		0
Total Reimbursement:	\$	0

Grant Status

Prior activity: This grant was approved by the State on February 24, 2014 and received by the City on March 1, 2014. The grant application submitted includes 2012 Vision 100 Funds in the amount of 49,277.00 and 2013 Vision 100 Funds in the amount of \$150,000. Contract documents were finalized and construction started on March 31, 2014. Surcharge pile was removed and partial foundation excavated and poured. Floor slab poured week of June 30.

Activity during month: Rough framing of structure scheduled to start.

Projected activity for next month: Complete rough framing of the structure and possible "weather-in" structure.

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

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

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 66 - New Terminal Building (Construction)
Grant Number: 36244.51.9.1 (State Discretionary Funding 12/13)
Grant Agency: NCDOT Division of Aviation
Contract Grant Administrator: Talbert & Bright
City Grant Administrator: Allen Lewis

Award Date: 2/24/14 Grant Expiration Date: 7/1/17 Projected Completion Date: June 2015

Financial

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$500,000.00	\$87,277.02	\$500,000.00	\$87,277.02
City Match	\$55,556.00	\$9,697.45	\$55,556.00	\$ 9,697.45
Other Match				
Total	\$555,556.00	\$96,974.47	\$555,556.00	\$96,974.47

Reimbursement to Date:	\$87,277.02
Outstanding Reimbursement	0
Total Reimbursement:	\$87,277.02

Grant Status

Prior activity: This grant was approved by the State on February 24, 2014 and received by the City on March 1, 2014. Contract documents were finalized and construction started on March 31, 2014. Surcharge pile was removed and partial foundation excavated and poured. Floor slab poured week of June 30.

Activity during month: Rough framing of structure scheduled to start and request reimbursement of expenditures of \$20,760.48.

Projected activity for next month: Complete rough framing of the structure and possible "weather-in" structure.

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

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

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 67 - Façade Grants
Grant Number:
Grant Agency: City of Washington
Contract Grant Administrator:
City Grant Administrator: John Rodman

Award Date: 7/1/14 Grant Expiration Date: 6/30/15 Projected Completion Date: 6/30/15

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds				
City Match	\$20,000.00	\$ 0	\$20,000.00	\$ 0
Interest		5.76		
Total	\$20,000.00	\$ 5.76	\$20,000.00	\$ 0

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

Grant Status

Prior activity:

Activity during month:

Projected activity for next month:

Is project on schedule, if not what action is being taken: Project is complete for this fiscal year.

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

City of Washington Project Update

Agenda Date: August 25, 2014

Grant Name: Fund 69 – Way Finding Project

Engineer/Architect:

Construction Company:

City Project Administrator: John Rodman

Project Start Date: 10/1/13

Projected Completion Date: 7/1/14

Financial Status:

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
City Funds	\$150,000	\$150,000	\$150,000	\$3,287.50
Interest Earnings			0	0
Other				
Total	\$150,000	\$150,000	\$150,000	\$3,287.50

Project Status

Prior Activity:

Project Steering Committee stakeholders invited to participate in Phase 1 of the Wayfinding project. A total of 6 meetings have been held that consisted of getting started, developing goals and objectives, naming attractions and destinations, selecting preferred routes and gateways, gathering data on existing inventory and conditions, and analyzing that data.

Projected Activity for next Month:

Completion of the Phase 1 Report for Council. Drafting an RFP for the Design Development Phase of the Project which will consist of design criteria and specifications. It will also include an Implementation Plan for signage construction.

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

Project is on schedule to be completed in FY 2015

Other Notes/Council Actions required (Anticipated Date of Council Action):

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 71 – Airport Lighting Rehabilitation Project
Grant Number: 36244.51.10.1 (State Discretionary Funding 13/14)
Grant Agency: NCDOT Division of Aviation
Contract Grant Administrator: Talbert & Bright
City Grant Administrator: Allen Lewis

Award Date: 03/07/14 Grant Expiration Date: 07/01/18 Projected Completion Date: June 2018

Financial

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total <u>Budgeted</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$325,000	\$0	\$325,000	\$8,839.13
City Match	\$36,111	\$36,111	\$36,111	\$982.12
Other Match				
Total	\$361,111	\$36,111	\$361,111	\$9,821.25

Reimbursement to Date:	\$ 0
Outstanding Reimbursement requests:	<u>8,839.13</u>
Total Reimbursement:	\$8,839.13

Grant Status

Prior activity: The City received notification dated March 7, 2014, that the above noted funds had been allocated for this project. Approved project ordinance agreement – 04-14-14. Submitted application to State for grant agreement – 06-10-14. Waiting for executed grant agreement from State.

Activity during month: Received executed grant agreement from State on July 3.

Projected activity for next month: Begin and proceed with initial phase of design.

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

Other notes/Council actions required (anticipated date of council action): Tentative award of contract this calendar year. Not sure of date at this time.

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 76 - EDA Water Projects
Grant Number: EDA Project No. 04-79-06833
Grant Agency: USDOC - EDA
Contract Grant Administrator: Mid-East Commission
City Grant Administrator: Allen Lewis

Award Date: 09-11-13 Grant Expiration Date: 03-11-17 Projected Completion Date: 02-28-17

Financial Status:

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$722,129	\$ 0	\$722,129	\$15,232.08
City Match	\$706,133	\$706,133.00	\$706,133	\$14,894.67
Interest Earnings		385.10		
Total	\$1,428,262	\$706,518.10	\$1,428,262	\$30,126.75

Reimbursement to Date:	\$0
Outstanding Reimbursement requests:	\$0
Total Reimbursement:	\$0

Grant Status

Prior activity: Topographic surveying and design work started and ongoing.

Activity during month: Design work is continuing along with permitting.

Projected activity for next month: Waiting on permit approval.

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

Other notes/Council actions required (anticipated date of council action): Council action will be required to award construction project in December 2014, once design is completed and project is bid. Reimbursement requests for design cannot be made until 25% of the total construction project has been completed per grant requirements.

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 77 - EDA Sewer Projects
Grant Number: EDA Project No. 04-79-06833
Grant Agency: USDOC - EDA
Contract Grant Administrator: Mid-East Commission
City Grant Administrator: Allen Lewis

Award Date: 09-11-13 Grant Expiration Date: 03-11-17 Projected Completion Date: 02-28-17

Financial Status:

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$719,920	\$0	\$719,920	\$62,962.76
City Match	\$703,974	\$703,974	\$703,974	\$61,568.15
Other Match				
Total	\$1,423,894	\$703,974	\$1,423,894	\$124,530.91

Reimbursement to Date:	\$0
Outstanding Reimbursement requests:	\$0
Total Reimbursement:	\$0

Grant Status

Prior activity: Topographic surveying and design work started and ongoing.

Activity during month: Design work is continuing along with permitting.

Projected activity for next month: Waiting on permit approval.

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

Other notes/Council actions required (anticipated date of council action): Council action will be required to award construction project in December 2014, once design is completed and project is bid. Reimbursement requests for design cannot be made until 25% of the total construction project has been completed per grant requirements.

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Fund 78 - Lighthouse Restrooms

Grant Number: Grant Contract Number 5026

Grant Agency: Public Access Funds/Division of Coastal Management

Contract Grant Administrator: Meghan Meehan, DCM

City Grant Administrator: John Rodman

Award Date: 1/17/12 Grant Expiration Date: 1/17/15 Projected Completion Date: June 2014

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$250,000.00	\$0	\$250,000.00	\$198,275.70
City Match	96,507.00	96,507.00	96,507.00	76,534.69
Interest Earned	0	370.79	0	
Total	\$346,507.00	\$96,877.79	\$346,507.00	\$274,810.39

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

Grant Status

Prior activity:

Three bids received for project.

Contract awarded to White Construction and Design.

Contract negotiations with White Construction resulted in \$18,710 in reductions from the bid price.

Contract signed and Notice to Proceed issued in January 2014

**City of Washington
Grant Update**

Activity during month:

Construction nearing completion and expected for July.

Projected activity for next month:

Project close out.

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

Yes

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

No action required at this time

City of Washington Grant Update

Agenda Date: August 25, 2014

Grant Name: Keysville Road Subdivision Grant
Grant Number: CDBG 05-C-1490
Grant Agency: Division of Community Assistance
Contract Grant Administrator: Holland Consultants
City Grant Administrator: Matt Rauschenbach

Award Date: 2005 Grant Expiration Date: 6/4/13 Projected Completion Date: 7/1/16

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$250,000.00	\$250,000.00	\$250,000.00	250,000.00
City Match	70,000.00	70,000.00	70,000.00	70,000.00
Other Match				
Total	\$320,000.00	\$320,000.00	\$320,000.00	\$320,000.00

Reimbursement to Date:	\$250,000.00
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$250,000.00

Grant Status

Prior activity: Grant was closed for non-performance. \$25,000 of grant funds returned in July 2012, \$225,000 balance to be reimbursed in \$75,000 increments over the next three years net of a \$50,000 allowance/qualifying home, no recapture mechanism once funds are returned. Metropolitan committed to the construction and occupancy of two qualifying homes by June 30, 2014 to avoid the \$75,000 July 1 claw back.

Activity during month: Three homes are under construction, two nearing completion. Request made to DCA for extension until 7/30/14 for the first two homes. Initial indication is that the extension will not be granted.

Projected activity for next month: Meet with Metropolitan Housing representatives to discuss status. Send City paying funding commitment letter to the lender, SECU.

City of Washington Grant Update

Is project on schedule, if not what action is being taken: Monthly status meetings with Metropolitan.

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

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
General Fund:								
IT								
	10-00-4132-7400	Wireless Bridge- sewer plant	1,206	0	1,206	0	On order	1
		Redundant PRI	6,917	0	6,917	0	In progress complete by end of Sept.	1
		Redundant Cisco phone svr.	19,063	0	19,063	0	In progress complete by end of Sept.	1
		IP addressing	1,520	0	1,520	0	Complete after PRI	1
		Total IT	28,706	0	28,706	0		
Police	10-10-4310-7400	Vehicles #132, 141,148,140	134,000	0	0	134,000	Bid out in September	
Fire	10-10-4340-7400	Thermal imaging camera	8,105	8,094	0	11	Complete	1
		Support vehicle 1	29,500	425	0	29,075	Bid out in September	
		Total Fire	37,605	8,519	0	29,086		
Planning	10-10-4910-7400	Streetscape	25,000	0	0	25,000	Committee formed	
Powell Bill	10-20-4511-4500	Street Paving	469,439	0	211,231	258,208	Complete by December	2
Street Maintenance	10-20-4510-7400	Dump truck #454	75,000	0	62,780	12,220	On order	
Library	10-40-6110-7400	PC virtualization	25,000	0	7,929	17,071	On order	
Outside Agency	10-40-6170-9113	Veterans Park Sign	6,920	0	2,520	4,400	Block work completed	1,2
Waterfront Docks	10-40-6124-7000	Lighthouse facility furnishings	5,000	0	5,000	0	Complete in August	1
Rec. Maintenance	10-40-6130-7400	3rd St ball field RR	59,620	7,400	52,220	0	In progress, complete in September	1
		Utility trucks # 807 & 810	63,783	0	63,783	0	On order	
		Total Rec. Maintenance	123,403	7,400	116,003	0		
Total General Fund			930,073	15,919	434,169	479,985		
Water:								
Water Meter Svc.	30-90-7250-7000	AMR meters	110,000		10,000	100,000	Encumber by Dec., complete March	1
Water Treatment	30-90-8100-7400	Van #552 & pickup #565	40,000		38,092	1,908	On order	
Water Maintenance	30-90-8140-7400	Truck #414 body	7,393	7,393		0	Complete	1
Water Construction	30-90-8180-0400	16" WL engineering	61,653	0	61,653		Construction begins Dec., permit submitted	1
	30-90-8180-7400	Summit Ave. water line	168,806		75,420	93,386	Complete by October 1	1,2
		Total Water Fund	387,851	7,393	185,165	195,294		
Sewer:								
Wastewater Treatment	32-90-8220-7000	Blast & paint clarifiers 1&2	14,600		14,600	0	On order	1
	32-90-8220-7400	Vehicle #548	25,000		24,628	372	On order	
	32-90-8220-7400	Effluent control panel	24,000			24,000	Encumber by October, complete Dec.	
	32-90-8220-7400	Tractor equipment	17,000		16,883	117	On order	
Lift Stations	32-90-8230-7400	Rebuild 5th&Respass pump c	35,000			35,000	Encumber by October, complete Dec.	
	32-90-8230-7400	Fountain L.S. generator	8,664	33	8,631	0	Complete in September	1
		Total Sewer Fund	124,264	33	64,742	59,489		

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
Electric:								
Electric Director	35-90-7220-0400	Peak Shaving Rate Study	8,962		8,962	0		1
		Total Electric Director	8,962	0	8,962	0		
Electric Meter Service	35-90-7250-7400	Test Switches	1,740		1,740	0	On order	1
		Meters & handhelds	75,000			75,000		
		Total Electric Meter Svc.	76,740	0	1,740	75,000		
Substation Maint.	35-90-8370-7400	Eastern substation breaker	46,513		46,513	0	On order	1
		VOA recloser	20,000			20,000		
		Distribution reclosers	20,000			20,000		
		Capacitors	8,000			8,000		
		E. substation security system	2,500			2,500		
	35-90-8370-7401	FRHL & Whar St. bus metering	5,500		4,920	580	On order	
		Main substation rebuild	250,000			250,000		
		Total Substation	352,513	0	51,433	301,080		
Load Management	35-90-8375-7400	Load management switches	70,000			70,000		
Power Line Construction	35-90-8390-7400	2nd St./5th St Rebuild Engine	71,538			71,538	Project ongoing, complete by Sept 30	2
		High School Feeder relocation	114,332		105,755	8,577	Project ongoing, complete by Oct 31	1,2
		Grimesland Feeder Engineering	73,226		33,226	40,000	Project ongoing, complete by Oct 31	1,2
		NC 32 Feeder Engineering	32,299		15,193	17,106	Project ongoing, complete by Sept 30	1,2
	35-90-8390-7401	White Post/Slatestone Feeder	100,000			100,000	Delayed to FY 15. Not started	2
		NC 32 Feeder rebuild	325,000			325,000	Not started	
		2nd St./5th St Rebuild	300,000			300,000	Compiling material and const. specs.	
		Line truck #617	230,000			230,000	Compiling specs	
		Dually F350 #613	50,000			50,000	Compiling specs	
		Portable air compressor	20,000			20,000	Compiling specs	
		Total Power Line Constructi	1,316,395	0	154,173	1,162,221		
		Total Electric Fund		1,824,611	0	216,309	1,608,301	
Solid Waste Collection:	38-90-4710-7400	Two leaf machines	60,000		51,042	8,958	On order	
		Total Solid Waste	60,000	0	51,042	8,958		
Cemetery:								
Cemetery Fund	39-90-4740-5600	Storm drain repairs	7,223		7,223	0	Complete in August	2
	39-90-4740-7400	Two equipment sheds	30,000			30,000	Completed by December 31st	
	Total Cemetery	37,223	0	7,223	30,000			
Grand Total		3,364,021	23,344	958,650	2,382,027			

Notes:

- 1 PO carryforward
- 2 Project carryforward

Mayor
Mac Hodges

City Manager
Brian M. Alligood



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

To: Mayor Hodges & Members of the City Council
From: Gloria Moore, Library Director
Date: May 12, 2014
Subject: Library Storage Shed Maintenance

The patron PC virtualization project at the Brown Library is budgeted for \$25,000 and bids came in at \$7,929. The storage shed located on the Bridge St. side of the library is in need of some fairly significant repairs and maintenance. Staff recommends utilizing \$3,035 of the available balance from the PC virtualization project to complete the work. The scope of the work includes pressure washing the building, replacing rotten sections, scraping, sanding, and painting the building and roof. The shed repair and maintenance was not included in the FY 14-15 budget. The shed is used to store grounds maintenance equipment and books for the Friends of the Library book sale.

Load Management Device Installation Project Report

Project Start Date : October 2010

	July 2014	Project to Date	Current Saturation
Total Load Management Device Installations	55	2,863	
Total Accounts Added with Load Management	37	2,060	
Appliance Control Installations			
Air Conditioner / Heat Pump	41	2,140	48%
Auxiliary Heat Strip	19	1,088	47%
Electric Furnace	2	278	42%
Water Heater	23	1,658	52%
Total Encumbrances to Date			
Load Management Devices		\$ 130,600	
Contractor Installations		\$ 280,000	
Total Project Encumbrances		\$ 410,600	
Total Expenses to Date			
Load Management Device Purchases		\$ 130,600	
Contractor Installation Expenses	\$ 4,750	\$ 281,685	
Total Project Expenses		\$ 412,285	
Average Cost per Load Management Device Installed		\$ 144.00	
Average Installed Cost per Controlled Appliance		\$ 79.84	

Load Management Devices Remaining in Stock 637



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: August 16, 2014
Subject: Adopt Resolution to convey surplus real property located at 126 North Market Street in the amount of \$22,000.00
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council adopt the Resolution to convey surplus real property located at 126 North Market Street, Washington, North Carolina, also known as “Old City Hall” to Rachel J. Midgett in the amount of \$22,000.00 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 July 14, 2014, a resolution was adopted to begin the upset bid process to dispose of surplus real property located at 126 North Market Street, Washington, NC. Council instructed staff to incorporate deed restrictions on the sale that would set time limits on the rehabilitation efforts and allow for a repurchase of the property if needed. Those proposed restrictions were included in the notice and were provided to the current bidders. The original offer of \$20,100 was advertised and subsequent bids were received. The final bid was \$22,000.00. The recommendation is to accept the offer in the amount of \$22,000.00 and adopt a resolution authorizing the Mayor to sign all the necessary legal documents to convey the surplus property to Rachel J. Midgett.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Resolution to accept bid & convey
Special Warranty Deed

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: Back Concur Recommend Denial No Recommendation

**RESOLUTION STATING THE INTENT OF THE CITY OF WASHINGTON
TO CONVEY SURPLUS REAL PROPERTY LOCATED
AT 126 NORTH MARKET STREET**

WHEREAS, the City of Washington has declared the real property having an address of 126 North Market Street to be surplus to the needs of the City.

WHEREAS, the upset bid procedure for selling real property, as outlined and set forth in North Carolina General Statute § 160A-269, has been followed.

WHEREAS, the required notices for the upset bid process were advertised in the Washington Daily News. The notices described the property, set out the amount and terms of the original offer as well as any subsequent offers, and specified the requirements for submission of a qualifying upset bid and any subsequent qualifying upset bids.

WHEREAS, the upset bid process having concluded, the final, highest qualifying bid (offer) is now being reported to City Council for their consideration.

NOW THEREFORE BE IT RESOLVED: The final, highest qualifying bid (offer) in the amount of \$22,000.00 is accepted by the City of Washington and the Mayor is hereby authorized to execute all the legal documents necessary to convey the property located at 126 North Market Street to Rachel J. Midgette consistent with the terms of the Special Warranty Deed.

Adopted this 25th day of August, 2014.

Mac Hodges,
Mayor

Attest:

Cynthia S. Bennett, CMC
City Clerk

PREPARED BY AND RETURN TO:
RODMAN, HOLSCHER, PECK & EDWARDS, P. A.
Attorneys at Law
320 North Market Street
Post Office Box 1747
Washington, NC 27889
Telephone: (252) 946-3122

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and entered into this the _____ day of _____, 2014, by the **CITY OF WASHINGTON**, a municipal corporation of the State of North Carolina, Grantor, whose address is: 102 East 2nd Street, Washington, North Carolina 27889, and, and to, _____, a _____ of the State of North Carolina, Grantee, whose address is: _____.

WITNESSETH

Grantor, pursuant to North Carolina General Statute § 160A-269 and for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it paid by the Grantee, the receipt whereof and legal sufficiency of which is acknowledged, has given, granted, bargained, sold and does hereby convey unto the Grantee that certain tract or parcel of land lying and being in the City of Washington, County of Beaufort, North Carolina, commonly known as 126 North Market Street, Washington, North Carolina and more particularly described as follows.

BEGINNING at an X cut in concrete, said X being more particularly located by beginning at US Coast and Geodetic Station "Z-25" and running therefrom South 60° 30' 10" West 240.44 feet to an X in concrete, the point and place of beginning. Thence from said beginning point so located South 41° 30' 00" West 42.24 feet to a nail set in a common wall between the property described herein and the property now or formerly owned by Gregory M. Ward; thence with the centerline of said wall and continuing North 47° 51' 48" West 101.94 feet to an iron rebar; thence North 42° 01' 15" East 41.29 feet to a magnetic nail; thence

THE GRANTOR HEREIN STATES THAT THE PROPERTY DESCRIBED IN THIS DEED IS _____
OR IS NOT _____ ITS PRINCIPAL RESIDENCE. (Please initial correct blank)

NO TITLE WORK REQUESTED OR PERFORMED BY
RODMAN, HOLSCHER, PECK & EDWARDS, P.A.
August 25, 2014
Page 51 of 67

South 48° 23' 55" East 101.56 feet to an X cut in concrete, the point and place of beginning and being the same property as shown on that certain survey by Waters Surveying, Inc. dated May 29, 2009 and being that same property deeded to the City of Washington by deed dated October 7, 2009 recorded in Book 1699, Page 981, Beaufort County Registry, to which survey and deed reference is herein made for a more complete and adequate description.

TO HAVE AND TO HOLD the same (hereinafter referred to as the "Property"), together with all and singular, the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee, its successors and assigns, subject, however, to the following.

1. 2014 Beaufort County Ad Valorem taxes.
2. Such easements, rights-of-way and restrictions of record in the Beaufort County Registry.
3. Grantee shall comply with the following terms, provisions, conditions, covenants, and requirements entered into by and between the parties hereto, which terms, provisions, conditions, covenants, and requirements shall be covenants of this deed and this conveyance, running with the land until such time as the same may be terminated as provided for herein.
 - a. Grantee shall rehabilitate (hereinafter referred to as the "Rehabilitation") and put to use, the structure located upon the Property within forty-eight (48) months of the day and year first above written.
 - b. Among other things, Grantee shall comply with the zoning ordinance for the City of Washington, North Carolina, including but not limited to those provisions governing the Historic District, the Historic Preservation Commission, and the Historic Preservation Commission design guidelines, as the same may be amended. Notwithstanding anything herein to the contrary, this provision (subsection b) shall survive any termination provided for herein.
 - c. Grantee shall submit an application for a Certificate of Appropriateness for the Rehabilitation to the Historic Preservation Commission within six (6) months of the day and year first above written.
 - d. Grantee shall submit an application for a building permit and an application for any other approval or permit required for the Rehabilitation within three (3) months of the date the Certificate of Appropriateness is approved.
 - e. Grantee shall begin the Rehabilitation within six (6) months of the date the building permit is approved.
 - f. Grantee shall complete the Rehabilitation and all work authorized by the Certificate of Appropriateness, building permit, and any other approval or permit required for the Rehabilitation within twenty-four (24) months of the date said work begins.
 - g. During the timeframe outlined above, and until the Rehabilitation is complete and a Certificate of Occupancy is issued, Grantee shall not permit, suffer, or allow any mortgage, loan or other lien whatsoever to be held by any mortgagee or other lien holder against the Property and will not enter or be a party to any type of financing, transaction, or other relationship that would result in a lien against the Property except for a construction loan approved by the City Manager of the City of Washington that allows periodic withdrawals based upon completion of the work in furtherance of the Rehabilitation as well as the Certificate of Appropriateness, building permit and any other approval or permit required for the Rehabilitation.
 - h. Any repairs to said structure that would require a Minor Works Certificate of

Appropriateness, or any repairs that are required to stabilize or protect said structure and that do not require a Certificate of Appropriateness but would require a building permit or other formal approval or permit, may be made after securing the appropriate permits or approvals and may be done in parallel with the overall schedule as well as timeframe outlined herein and shall not constitute a violation hereof or cause an acceleration of said schedule or timeframe.

i. In the event of a violation of any term, provision, condition, covenant, or requirement of this deed, Grantor then shall have an option to repurchase the Property, provided Grantor shall provide Grantee written notice of the nature of the violation and Grantee shall not have corrected the same within ninety (90) days next following the date of said notice. The repurchase of the Property by Grantor pursuant to the exercise of the option retained hereby shall be for a repurchase price equal to the original purchase price paid by the Grantee to the Grantor for this Property plus any verified and documented amount that has been drawn down by Grantee on any construction loan authorized by the City Manager and utilized in furtherance of the Rehabilitation. In the event no construction loan is obtained or utilized by Grantee, the repurchase price shall be equal to the original purchase price paid by the Grantee to the Grantor plus any documented and verifiable costs of the materials that were used in furtherance of the Rehabilitation and that are accepted and approved by the Grantor in its sole discretion. The closing for said repurchase shall occur within sixty (60) days of the expiration of said ninety (90) day period.

j. As further consideration for this conveyance, Grantee hereby conveys to Grantor the following first right of refusal. In the event of any contemplated sale of the Property or any portion thereof by Grantee or any successor in title thereto, first right of refusal as to any bona fide offer to purchase must be given to Grantor, its successors or assigns. If Grantor decides to exercise this first right of refusal, it shall notify the then owner of its willingness to purchase the Property within sixty (60) days of its actual receipt of the written notice of such bona fide offer. In the event Grantor exercises its first right of refusal, Grantor shall be entitled to purchase the entire Property and the purchase price shall be the amount provided for in the preceding paragraph i. Failure of Grantor to notify the then owner of its intention to exercise its first right of refusal within such sixty (60) day period shall free the then owner to sell the Property pursuant to the bona fide offer.

k. With the exception of subsection b of this Section 3, these terms, provisions, conditions, covenants, and requirements, including any one or more of them, may be extinguished only by written agreement executed by the then current owner of the Property and Grantor, its successors or assigns, and recorded in the Beaufort County Registry or by judicial proceedings. Within sixty (60) days of the completion of the Rehabilitation and the issuance of a Certificate of Occupancy, the then current owner of the Property and Grantor, its successors and assigns, shall enter, execute, and record in the Beaufort County Registry a written agreement to extinguish and terminate the terms, provisions, conditions, covenants, and requirements of subsection a and subsections c-n (excepting subsection b) of this Section 3, including but not limited to the option to repurchase and first right of refusal herein described.

l. Grantee hereby covenants to fulfill the terms, provisions, conditions, covenants, and requirements herein and the same shall be covenants and restrictions running with the land, which shall bind Grantee, Grantee's administrators, successors and assigns, unless and until the same are terminated consistent herewith.

m. Grantee agrees for Grantee's administrators, successors and assigns, that, in the event the Property is sold or otherwise disposed of, the terms, provisions, conditions, covenants and requirements contained herein will be covenants running with the land unless and until the same are terminated consistent herewith.

n. By virtue of Grantee's signature below and the acceptance as well as recordation of this conveyance and deed, Grantee agrees to be bound by and/or perform all of the terms, provisions, conditions, covenants, and requirements contained herein unless and until the same are terminated consistent herewith.

By virtue of Grantee's signature below and the acceptance as well as recordation of this conveyance and deed, Grantee agrees to be bound by and/or perform all of the terms, provisions, conditions, covenants, and requirements contained herein.

Grantor covenants with the Grantee that it has done nothing to impair such title as said Grantor received, and it will warrant and defend the title against the lawful claims of all persons claiming by, under or through said Grantor.

IN WITNESS WHEREOF, the CITY OF WASHINGTON, a municipal corporation, Grantor, has caused this instrument to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed, all by proper corporate authority duly given, and Grantee, intending to be legally bound hereby, has caused this instrument to be executed _____ this the day and year first above written.

CITY OF WASHINGTON

(corporate seal)

BY: _____ (Seal)
Jay MacDonald Hodges, Mayor

ATTEST:

Cynthia S. Bennett, City Clerk

GRANTEE

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, _____, a Notary Public of the State and County aforesaid, certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is City Clerk of the CITY OF WASHINGTON, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by JAY MACDONALD HODGES, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 2014.

NOTARY PUBLIC

My Commission expires:_____.

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid,
certify that _____ personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the ____ day of _____, 2014.

NOTARY PUBLIC

My Commission expires:_____.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Robbie Rose, Fire Chief
Date: August 25, 2014
Subject: FEMA Firefighters Grant
Applicant Presentation: N/A
Staff Presentation: Robbie Rose

RECOMMENDATION:

I move that City Council accept FEMA Firefighter Grant EMW-2013-FO-00197, adopt a Budget Ordinance Amendment and a Grant Project Ordinance for the award.

BACKGROUND AND FINDINGS:

A \$50,000 FEMA Firefighters grant was awarded August 15, 2014 for the purchase and installation of a building vehicle exhaust system for Station 1. The federal portion is \$47,500 and the City's share is \$2,500.

PREVIOUS LEGISLATIVE ACTION

Authorize application

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment
Grant Project Ordinance

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: Bud Concur _____ Recommend Denial _____ No Recommendation
8/19/14 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2014-2015**

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 \$2,500 in the account Fund Balance Appropriated, account number 10-00-3991-9110.

Section 2. That account number 10-00-4400-9200, Transfer to Federal Grants, Miscellaneous Non-Departmental portion of the General Fund appropriations budget be increased in the amount of \$2,500 to provide funds for a 5% grant match for a FEMA fire equipment grant.

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 25th day of August 25, 2014.

MAYOR

ATTEST:

CITY CLERK

**A GRANT PROJECT ORDINANCE FOR
ASSISTANCE TO FIREFIGHTERS GRANT AWARD # EMW-2013-FO-00197
CITY OF WASHINGTON, N.C.
FOR FISCAL YEAR 2014-2015**

BE IT ORDAINED, by the City Council of the City of Washington, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The project authorized is for the purchase and installation of a building vehicle exhaust system for Fire Station #1, to be financed with 95% grant funds.

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

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

75-10-4341-0400	Administration	0
75-10-4341-7400	Capital Outlay	<u>50,000</u>
	Total	\$50,000

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

75-10-3434-3300	FEMA Grant Funds	\$47,500
75-10-3980-1000	Transfer from General Fund	<u>2,500</u>
	Total	\$50,000

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

Section 6. Funds may be advanced by the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.

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

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

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

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

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

This the 25th day of August 25, 2014.

Mayor

Attest:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 08-15-14
Subject: Authorize the Mayor to execute a Professional Services Agreement for Administrative Services for the EDA Water and Sewer Grant Projects.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council authorize the Mayor to execute the attached Professional Services Agreement with the Mid-East Commission for administrative services for the EDA Water and Sewer Grant Projects.

BACKGROUND AND FINDINGS:

As a result of the EDA water and sewer grant project, we have the need for grant administration services to be performed by the Mid-East Commission which was instrumental in the City securing the grant in the amount of \$1,442,049. The amount of this agreement, \$25,000, is already funded.

PREVIOUS LEGISLATIVE ACTION

Most recently, 11-18-13, authorized manager to execute engineering contract

FISCAL IMPACT

Currently Budgeted (Account various accounts) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

N/A

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *But* Concur _____ Recommend Denial _____ No
 Recommendation 8/15/14 Date

PROFESSIONAL SERVICES CONTRACT

PART I - AGREEMENT

THIS AGREEMENT, entered into this 13th day of August, 2014, by and between the Mid-East Commission, hereinafter called the "**District**," acting herein by Timmy Baynes, Executive Director of the Mid-East Commission, hereunto duly authorized, and the City of Washington, hereinafter called the "**City**," acting herein by Mac Hodges, Mayor of the City of Washington.

WITNESSETH THAT:

WHEREAS, the City desires to implement **EDA Project Number 04-79-06833**, a Public Works Program project funded by the U. S. Department of Commerce and administered by the Southwest Regional Office of the Economic Development Administration; and

WHEREAS, the City is and will act with authority as the Fiscal Agent for the EDA funded project identified above, and

WHEREAS, the City desires to engage the District to render certain project management, reporting and support services in connection with the EDA project.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** - The services of the District shall commence on August 13, 2014. All of the services required and performed hereunder shall be completed no later than June 11, 2017.
3. **Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by the City and its agents. No charge will be made to the District for such information and the City and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the contract.
4. **Compensation and Method of Payment** – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed twenty five thousand dollars (\$25,000). Payment to the District shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract. Should the Project be completed in its entirety prior to the period allowed for its completion, all of the District's responsibilities and services required under this agreement be fully completed, and all obligations to the EDA are met, full compensation to the District in the amount of twenty five thousand dollars (\$25,000) shall be completed at that time. Interim payment to the District shall be upon percentage completion of the scope of work.
5. **Indemnification** – The District shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agents from and against them, and shall assume full responsibility for administering the project identified above.

6. **Miscellaneous Provisions**

1. This Agreement shall be construed under and in accord with the laws of the State of North Carolina, and all obligations of the parties created hereunder are performable in Beaufort County, North Carolina.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
3. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
5. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7. **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals as of the date first affixed above.

City of Washington

Mac Hodges,
Mayor

Mid-East Commission



Timmy Baynes,
Executive Director

PROFESSIONAL SERVICES CONTRACT

PART II - SCOPE OF SERVICES

The District shall provide the following scope of services:

1. **Project Management**

1. Develop a record keeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City personnel on implementation of the EDA project and regulatory matters pertaining thereto.
4. Furnish the City with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and U. S. Department of Commerce, Economic Development Administration, Southwest Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number 04-79-06833 including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Project Agreement between the City and the EDA Southeast Regional Office.
7. Establish internal procedures to document expenditures associated with local administration of the project.
8. Serve as liaison for the City during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Southwest Regional Office.

2. **Financial Management**

1. Assist the City by improving its ability to manage and report progress and use of funds from federal sources through the Southwest Regional Office of the EDA for the project identified above.
2. Assist the City in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
3. Prepare and submit all reporting for all funded and scheduled drawdowns of project funds on behalf of the City, in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
4. Review invoices received for payment and file back-up documentation.

5. Provide general advice and technical assistance to the City and its agents on implementation of the EDA project and regulatory matters pertaining thereto.
6. Assist the City in interpreting and complying with established procedures for the EDA project and reporting to the Southeast Regional Office.
7. Provide general advice and technical assistance to the City and its agents on implementation of the EDA project and associated regulatory matters.

PROFESSIONAL SERVICES CONTRACT

PART III - PAYMENT SCHEDULE

The City shall reimburse the District for grant administration services provided for completion of the scope of work in the amount of twenty five thousand dollars (\$25,000), based upon milestones depicting percentage completion of the scope of work. The payments to the District will be made from funds provided by the City. Milestones established for payment and the amounts paid are as follows:

Payment Schedule

Payment	Amount	Basis of Payment
I	\$ 5,000.00	Completion of twenty percent (20%) of the scope of work identified herein.
II	\$ 5,000.00	Completion of forty percent (40%) of the scope of work identified herein.
III	\$ 5,000.00	Completion of sixty percent (60%) of the scope of work identified herein.
IV	\$ 5,000.00	Completion of eighty percent (80%) of the scope of work identified herein.
V	\$ 5,000.00	Completion of one hundred percent (100%) of the scope of work identified herein.
Total Payment	\$ 25,000.00	

All payments shall be determined by the City from its estimates of completion of the entire EDA project. Payment to the District shall be made from those estimates and in the amounts prescribed above.

PROFESSIONAL SERVICES CONTRACT

PART IV - TERMS AND CONDITIONS

1. **Termination of Contract.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Contract is terminated by the City as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date.

If the contract is terminated by the City as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Contract shall, at the option of the City, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the District, and the City may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due the City from the District is determined.

2. **Termination for Convenience of the City.** The City may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the District. If the Contract is terminated by the City as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The City may, from time to time, request changes in the scope of the services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between the City and the District shall be incorporated in written amendments to this Contract.
4. **Personnel.**

1. The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
2. All of the services required hereunder will be performed by the District or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assignment of Contract.** The District shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the District from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. **Reports and Information.** The District, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this contract are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of North Carolina and its local governments.
9. **Equal Employment Opportunity.** During the performance of this Contract, the District agrees as follows:
 1. The District will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
 2. The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 3. The District will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 4. The District will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.
10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United

States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the award to the City, Award Number 04-79-06833 supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the award shall prevail.
13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to report to the City on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number 04-79-06833, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Award to the City will be provided in a separate GPRA information collection document. EDA will advise the City in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the City shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the City shall take appropriate steps to assure compliance.
16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Contract, no person having any such interest shall be employed.