



City of
Washington
NORTH CAROLINA
Council Agenda
NOVEMBER 23, 2015
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from November 9, 2015 **(page 4)**

Recognition: Chad Spinner, Washington Police Department
Law Enforcement Officer of the Year **(page 21)**

Recognition: Katie Lake –Volunteer/President of the Friends of Brown Library
Frannie Ashburn Volunteer of the Year Award for the Northeast Region
(page 21)

Approval/Amendments to Agenda:

I. Consent Agenda:

- A. Accept – Annual Grant from Mid-East Commission Area Agency on Aging
(page 22)
- B. Approve – the use of Talbert and Bright for Future Airport Engineering and
Planning Services **(page 31)**

II. Comments from the Public:

III. Public Hearing 6:00PM– Zoning: None

IV. Public Hearing 6:00PM - Other:

- A. Accept/Approve – Accept recommendation of the Historic Preservation
Commission and Approve an amendment to the Historic Preservation
Design Guidelines - Fences and Walls **(page 32)**

V. Scheduled Public Appearances: None

VI. Correspondence and Special Reports:

- A. Discussion – Grant Updates **(page 39)**
- B. Discussion – Project Updates **(page 40)**

VII. Reports from Boards, Commissions and Committees:

- A. Human Relations Council (page 42)

VIII. Appointments:

- A. Historic Preservation Commission (page 76)
B. Recreation Advisory Committee (page 79)

IX. Old Business:

- A. Discussion – Gerrymandering and Redistricting (Councilman Pitt)
- B. Approve - Budget Ordinance Amendment to Fund the Employee Wellness Clinic for 6 months (page 43)
- C. Authorize/Adopt – Recreation Manager to enter agreement with Engineering Source of NC, P.A. for Professional Engineering Services for replacement of HVAC Equipment at the Moore Aquatic & Fitness Center and Adopt Budget Ordinance Amendment (page 45)
- D. Approve – the purchase and purchase order for a 2015 Pierce Fire Engine from Atlantic Emergency Solutions (page 51)
- E. Adopt – Budget Ordinance Amendment for the completion of the NC 32 reconductoring project (page 53)
- F. Authorize – the Mayor to execute an administrative services agreement with the Mid-East Commission to close-out the CDBG-HD 09-C-2050 Northgate Project (page 55)
- G. Authorize/Approve/Adopt – Staff to Accept a change order to BE Singleton & Sons for the Parking Lot Paving Contract, Approve the corresponding purchase order, and Adopt a Budget Ordinance Amendment (page 57)

X. New Business:

- A. Adopt/Approve – Budget Ordinance Amendment and Approve the accompanying purchase order to Power Secure, Inc. for NESHAP testing and EPA filing (page 60)
- B. Authorize – Removal of the tree adjacent to the Washington Beaufort County Chamber of Commerce (page 69)



City of
Washington
NORTH CAROLINA
Council Agenda
NOVEMBER 23, 2015
5:30 PM

- C. Approve – Purchase Order to Island Automation P.C. to replace the Lift Station Pump Control Panels **(page 82)**
- XI. Any other items from City Manager: None
- XII. Any other business from the Mayor or other Members of Council: None
- XIII. Closed Session: Under NCGS § 143-318.11 (a)(6) Personnel; (a)(3) Attorney/Client Privilege, 143-318.11(a)(1) disclosure of confidential information, and 143-318.10(e) the public records act
- XIV. Adjourn – Until Monday, December 14, 2015 at 5:30 pm, in the Council Chambers

The Washington City Council met in a regular session on Monday, November 9, 2015 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Doug Mercer, Mayor Pro tem; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Bobby Roberson, Interim City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

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

APPROVAL OF MINUTES:

By motion of Mayor Pro tem Mercer, seconded by Councilman Brooks, Council approved the minutes of October 19, 2015 as presented.

PRESENTATION: COMMEMORATING THE SALE OF NCEMPA GENERATING ASSETS AND THE SECURING OF A LONG-TERM, RELIABLE POWER SUPPLY



Mayor Pro tem Mercer and Mayor Hodges

PRESENTATION: TERRELL RECIPIENTS PRESENTED WITH AWARDS

Mr. Scott Campbell presented the Rena K. Terrell awards noting the award is a public trust honor designed to celebrate those active in historic preservation. Mrs. Rena K. Terrell, the award’s namesake, was one of the area’s most active historic preservation promoters. She was a founding member of the Historic Preservation Commission, a member of the Historic Preservation Foundation of North Carolina, the National Trust for Historic Preservation, and the City’s official representative on the Board of Directors of the Historic Albemarle Tour. These awards are made in Rena’s memory since she was devoted to preserving our historic resources and assets.

2015 held three recognizing categories:

Commercial Property: *Mary Anne Nunnally Foy, owner of the Coffee Caboose. Mary Anne restored the Coffee Caboose so that it intertwines with the past and present. Her involvement in the community has been an asset to the City of Washington.*

Good Neighbor: *Donald Stroud of the Potts-Bragaw House on East Second Street. Don is a longtime advocate of historic preservation, for many years serving as chairman of the Washington Historic Preservation Commission; for the past 12, he’s been president of the Washington Area Historic Foundation. It’s because of his efforts the City of Washington has named him the recipient of the historic district’s “Good Neighbor” award.*

Residential Property: Chuck and Jenna Davis on East Main Street. Chuck and Jenna purchased their home in 2013 and immediately got to work on its restoration. Thanks to Chuck and Jenna, another home in Washington will continue to carry on the city’s legacy.



Mayor Mac Hodges, Chuck and Jenna Davis, Mary Anne Nunnally Foy and Dee Congleton (accepting for Don Stroud)

APPROVAL/AMENDMENTS TO AGENDA:

Mayor Hodges reviewed the requested amendments to the agenda:

- **Add:** Under Closed Session – 143-318.11(a)(6) Personnel
- **Add:** Under Scheduled Public Appearances: Jeannie Neal, Interim Executive Director - Washington Housing Authority
- **Add:** Under Items from City Manager:
 - C: PKF Market Study
 - D. Washington Housing Authority Repayment Plan
- **Add:** Under Items from Mayor and City Council – Invitation for fundraising event at the Grace Martin Harwell Senior Center

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

CONSENT AGENDA:

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

- A. **Adopt** – Budget Ordinance Amendment for the purchase of the 415 West Second Street Property

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2015-2016

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

Section 1. That the Estimated Revenues in the General Fund be increased for the purchase of 415 West 2nd Street:

10-00-3991-9910	Fund Balance Appropriated	\$72,000
-----------------	---------------------------	----------

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

10-00-4400-7100 Land Acquisition \$72,000

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

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

Adopted this the 9th day of November, 2015.

ATTEST:

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

**s/Jay MacDonald Hodges
Mayor**

B. Approve – Purchase Order to purchase a Ford F650 Cab and Chassis from Piedmont Truck Center through State Contract and a dump truck body from Quality Truck Bodies

<u>Vendor</u>	<u>Cost</u>
Piedmont Truck Center	\$52,377.00
Quality Truck Bodies	\$11,908.30
Total	\$64,285.30

BID TABULATION

Bid for: 2016 FORD CAB AND CHASSIS
Opened: October 25, 2015

<u>Item</u>	<u>VENDOR</u>	<u>Bid</u>
1	Feyer Ford	no bid
2	Joe Pecheles	no bid
3	Piedmont Truck Center	\$52,377.00

Recommendation: The recommendation is to purchase from Piedmont Truck Center.

Signed: Michael Whaley

By motion of Councilman Pitt, seconded by Councilman Beeman, Council approved the Consent Agenda as amended.

COMMENTS FROM THE PUBLIC: NONE

SCHEDULED PUBLIC APPEARANCES:
JEANNIE NEAL, WASHINGTON HOUSING AUTHORITY

Jeannie Neal introduced herself as the Interim Executive Director of the Washington Housing Authority. She has worked with WHA for 30+ years. She explained that the Washington Housing Authority is undergoing some changes at this time and the Mid-East Regional Housing Authority has decided to split from WHA.

CORRESPONDENCE AND SPECIAL REPORTS:

MEMO – BUDGET TRANSFER – GENERAL FUND (accepted as presented – Matt Rauschenbach, C.F.O.)

(begin memo) The Budget Officer transferred \$4,000 of funds between the City Manager, Planning, and Street Maintenance departments of the General Fund appropriations budget for stump grinding of trees removed in the Historic District.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached. (end memo)

	<u>Department</u>	<u>Account Number</u>	<u>Object Classification</u>	<u>Amount</u>
From	10-00-4120	0200	Salaries	\$2,000
	10-10-4910	0200	Salaries	\$2,000
To:	10-20-4510	4500	Contract Svcs.	\$4,000

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE

APPOINTMENTS:
WATERFRONT DOCKS ADVISORY COMMITTEE

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council appointed David Kew to the Waterfront Docks Advisory Committee to fill a vacant (inside) position, term to expire June 30, 2018.

HUMAN RELATIONS COUNCIL

By motion of Councilman Pitt, seconded by Councilman Brooks, Council appointed Patrick (Pat) Griffin to the Human Relations Council to fill the un-expired term of Susan Lundy, term to expire June 30, 2017.

HISTORIC PRESERVATION COMMISSION

Councilman Beeman requested to continue the Historic Preservation Commission appointment until November 23, 2015.

OLD BUSINESS:

ADOPT – COST-OF-SERVICE RECOMMENDATIONS AND OPTIONS – ELECTRIC UTILITY RATES

BACKGROUND: A cost-of-service study recommends that Washington’s electric customers should have their over-all electric rates (per kilowatt hour) reduced by 5.64 percent, with residential customers receiving a 2.52 percent reduction. The study, presented by Terry Berge of Booth and

Associates, will be used in determining rate changes, if any, to its customers in the next several years. The study also suggest increasing some fees, including facility charges, related to providing electric service.

Comparison of Optional Changes by Rate Class

<u>Rate Class</u>	<u>Justified Change</u>	<u>Option 1 (Recommended)</u>	<u>Option 2</u>
Residential Service	(0.98%)	(2.52%)	(5.64%)
Small General Service	(6.37%)	(6.35%)	(3.65%)
Medium General Service	(14.80%)	(14.00%)	(8.50%)
Large General Service	(8.87%)	(8.75%)	(5.09%)
Industrial Service	(4.95%)	(4.90%)	(2.84%)
Coincident Peak Service	(22.93%)	(16.50%)	(13.16%)
Lighting Service	<u>(13.50%)</u>	<u>0.00%</u>	<u>0.00%</u>
Total	(5.64%)	(5.64%)	(5.64%)

Mayor Pro tem Mercer reviewed that Council authorized a 6% reduction in rates earlier this year for small general services, residential and churches. At that time, Council agreed that they would wait to implement additional reductions until the Cost of Service Study and the Load Management Study were completed. The Load Management Study has not yet been completed. He continued by reviewing highlights of the report presented by Booth and Associates. Rather than adopt either option 1 or option 2, he would recommend that the rates stay the same.

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council unanimously voted to leave the Electric Utility Rates as they currently stand.

DISCUSSION – BUG HOUSE PARK TENNIS COURTS

Mayor Pro tem Mercer explained that several months ago at the Recreation Advisory Committee meeting, there was a proposal from a vendor that would recondition the existing courts at Bug House Park for \$11,000. At that meeting, one of the members of RAC suggested that the \$11,000 be spent to refurbish the existing courts and give the public the opportunity to use them. This would also give staff time to evaluate the extent to which the courts are used. Inquiry as to why this recommendation was not included in the presentation. Mayor Hodges mentioned that the courts at East Carolina University have the same problems. Councilman Beeman inquired if the \$11,000 proposal was still valid and Ms. Roberson was confident the bid was still valid. Councilman Beeman asked for a firm price for installation of tennis courts at the sports complex. Ms. Roberson explained that the \$100,000 estimate does not include lighting.

Kristi Roberson noted a contractor stated he could resurface the tennis courts at Bug House Park for \$11,000, but this temporary fix would not keep the courts safe and playable for very long. The most recent recommendation from RAC was to see what could be done with the current courts. Northstate Tennis Company told Ms. Roberson that the courts have a layer of asphalt over concrete. Inquiries were made to

various agencies for estimates on repairing the existing courts and no one seemed to be interested in the project.

Mayor Pro tem Mercer noted that funding was not included in the current budget for repairing/replacing the tennis courts. Kristi Roberson explained that she is only providing information to Council in order to get direction for the upcoming budget year.

Councilman Pitt expressed interest in keeping the courts at the current location while Councilman Beeman favored construction of courts at the sports complex.

Councilman Brooks explained that it's time for Council to make a decision on the tennis courts, they've received plenty of information regarding options and costs. He suggested that Council authorize the cleanup and repair of Bug House Park.

By motion of Councilman Brooks, seconded by Mayor Pro tem Mercer, Council unanimously authorized spending approximately \$11,000 to refurbish the existing tennis courts at Bug House Park as well as authorized staff to clean up the Bug House Park area.

Staff will monitor the use of the tennis courts over the next 6-12 months and review this further during the upcoming budget workshops.

PUBLIC HEARING – ZONING: 6:00PM NONE

PUBLIC HEARING: OTHER 6:00PM

AUTHORIZE – THE CLOSEOUT OF THE 2009 COMMUNITY DEVELOPMENT BLOCK GRANT-HOUSING DEVELOPMENT (NORTHGATE PROJECT) AND AUTHORIZE THE MAYOR TO EXECUTE THE CLOSEOUT PERFORMANCE REPORT

Bobby Roberson, Interim City Manager explained that the public hearing for the closeout of this grant was advertised on October 29, 2015. Seven of the ten homes were completed and occupied prior to the September 30, 2015 expiration date of the grant. The City of Washington remitted \$55,716 to the Department of Commerce on October 27, 2015 for the non-performance of three homes. \$36,000 of property release deposits held in trust from the Washington Housing Authority/Washington Housing Nonprofit, Inc. partially funded the reimbursement and the remaining \$19,716 has been billed to those entities. Discussion was held regarding the remaining lots. Mr. Richards explained that DCA has given verbal approval for the disposition of the lots with no restrictions. Mayor Pro tem Mercer inquired if the lots were sold, could WHA use the sales proceeds to repay the debt? Mr. Richards will discuss this with the Department of Community Assistance.

Mr. Kevin Richards, Mid-East Commission provided the following information regarding CDBG-HD #09-C-2050 (Northgate).

- The \$227,700 Housing Development grant was awarded to the City on April 26, 2010.
- It ultimately required 10 homes to be built and eventually occupied by low to moderate income individuals.

- Seven of the ten homes met this objective. (5-Moderate & 2 Low)
- The grant funds were used to purchase 8 lots, provide housing counseling and for grant administration.
- \$185,718.62 in grant funds were requisitioned. The remaining \$41,981.38 was de-obligated by the funding agency.
- The City was required to repay the grant agency \$55,716 for non-performance. This represented \$18,572 for each of the three houses not completed and occupied by low to moderate income individuals.
- The State is requiring us to close out the grant.

Mayor Hodges opened the public hearing at this time. There being no comments from the public, Mayor Hodges closed the public hearing.

The City Attorney reminded Council that the City does have a Deed of Trust against the remaining two lots.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council authorized the closeout of the 2009 Community Development Block Grant – Housing Development Northgate Project and authorized the Mayor to execute the Closeout Performance Report.

APPROVE/AUTHORIZE – THE PROPOSAL OF DEEP FRIED CREATIVE FOR DEVELOPMENT OF PHASE 1 OF WAYFINDING SIGNAGE PROGRAM AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SUBJECT WORK AND APPROVE CORRESPONDING PURCHASE ORDER

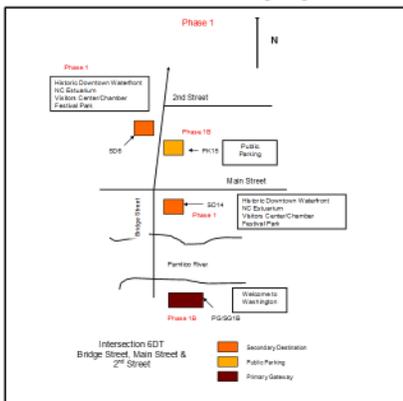
John Rodman, Community & Cultural Services explained that City Council approved in FY 2013-2014 Operating Budget to include \$150,000 to complete design, fabrication, and installation of a wayfinding system for the City of Washington. The Project will furnish and install 24 new wayfinding signs at various locations throughout the City. Pursuant to direction given by the City Council in October 2013, the wayfinding signs will feature designs, hardware, and color schemes pursuant to the City’s official style and branding guide. The 24 signs will complete Phase I of the City’s wayfinding program initiative. Additional phases will be considered for implementation at future dates when appropriate.

Finding Your Way



Washington Wayfinding

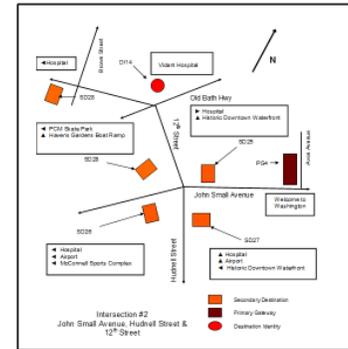
Intersection Signage



What have we done?

1. Establish a Steering Committee.
2. Determine goals and objectives.
3. Identify entrances & gateways.
4. Determine destinations: What places do people need to find?
5. Identify routes: What are the paths that people need to take?
6. Locate Decision Points
7. Develop sign inventory.
8. Determine design concepts.
9. Public Participation.
10. Final Designs
11. Location Plan and Message Plan
12. *Provide costs & draft plan.
13. Fabrication & Implementation
14. Final Plan

Intersection Signage



Total Signs

Number of Signs (Total)	
Type of Sign	No.
Secondary Destination	36
Primary Gateway	2
Primary Gateway	4
Secondary Gateway	3
Parking (post)	8
Parking (pole)	7
Destination Identity	18
Downtown Gateway	2
Waterway Gateway	1
Pedestrian Kiosk	3
Total Signs	84

Number of Signs (Phase 1)	
Type of Sign	No.
Secondary Destination	25
Primary Destination	1
Primary Gateway	3
Secondary Gateway	2
Parking (post)	8
Parking (pole)	7
Destination Identity	3
Total Signs	49

Total Signs

Number of Signs (Phase 1A)	
Type of Sign	No.
Secondary Destination	13
Primary Destination	0
Primary Gateway	3
Secondary Gateway	2
Parking (post)	8
Parking (pole)	7
Destination Identity	1
Downtown Gateway	0
Waterway Gateway	0
Pedestrian Kiosk	0
Total Signs	34

Number of Signs (Phase 1B)	
Type of Sign	No.
Secondary Destination	10
Primary Destination	0
Primary Gateway	0
Secondary Gateway	0
Parking (post)	7
Parking (pole)	7
Destination Identity	0
Total Signs	24

Sign Fabrication and Installation Cost Estimates Phase 1 (Total Signs)

Sign Type	Fabrication/Sign	Installation/Sign	Number of Signs	Total Costs
Primary Gateway (PG)	\$9,023	\$1,364	3	\$31,161
Secondary Gateway (SG)	\$6,496	\$1,364	2	\$15,720
Secondary Destination (SD)	\$3,648	\$1,364	25	\$125,300
Primary Destination (PD)	\$3,648	\$1,364	1	\$5,012
Parking Sign (PK) (Pole)	\$2,191	\$1,364	7	\$24,885
Parking Sign (PK) (Post)	\$2,434	\$1,364	8	\$30,364
Destination Identity (DI)	\$6,496	\$1,364	3	\$23,580
Total Signs: 49				Total Cost: \$256,042

Sign Fabrication and Installation Cost Estimates Phase 1B (No Gateway Signs)

Sign Type	Fabrication/Sign	Installation/Sign	Number of Signs	Total Costs
Primary Gateway (PG)	\$9,023	\$1,364	0	\$0
Secondary Gateway (SG)	\$6,496	\$1,364	0	\$0
Secondary Destination (SD)	\$3,648	\$1,364	10	\$50,120
Primary Destination (PD)	\$3,648	\$1,364	0	\$0
Parking Sign (PK) (Pole)	\$2,191	\$1,364	7	\$24,885
Parking Sign (PK) (Post)	\$2,434	\$1,364	7	\$26,586
Destination Identity (DI)	\$6,496	\$1,364	0	\$0
Total Signs: 24				Total Cost: \$101,591
				\$101,606

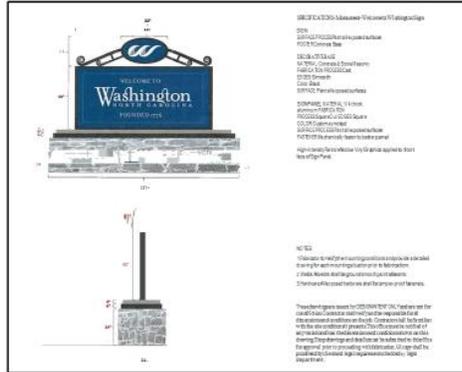
Sign Fabrication and Installation Cost Estimates Phase 1A (Set Priorities)

Sign Type	Fabrication/Sign	Installation/Sign	Number of Signs	Total Costs
Primary Gateway (PG)	\$9,023	\$1,364	3	\$31,161
Secondary Gateway (SG)	\$6,496	\$1,364	2	\$15,720
Secondary Destination (SD)	\$3,648	\$1,364	13	\$65,156
Primary Destination (PD)	\$3,648	\$1,364	0	\$0
Parking Sign (PK) (Pole)	\$2,191	\$1,364	8	\$30,364
Parking Sign (PK) (Post)	\$2,434	\$1,364	7	\$26,586
Destination Identity (DI)	\$6,496	\$1,364	1	\$7,860
Total Signs: 33				Total Cost: \$175,368

Wayfinding Budget

2014-2015 Original Budget	
Planning and Design	\$50,000.00
2014-2015 Deep Fried Creative	\$14,912.00
2015-2016 Deep Fried Creative	\$ 6,000.00
Total Spent	\$20,912.50
Available Balance	\$29,087.50
2014-2015 Original Budget	
Fabrication and Installation	\$100,000.00
2014-2015	\$0.00
2015-2016	\$0.00
Available Balance	\$100,000.00
Total Project Available Funds	\$129,087.50
Phase 1B Project Cost	\$101,606.00
Available Balance	\$ 27,481.50

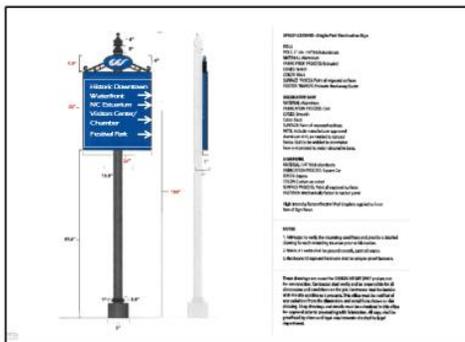
Primary Gateway



Secondary Gateway & Destination Identity



Secondary Destination



Parking Sign (Post)



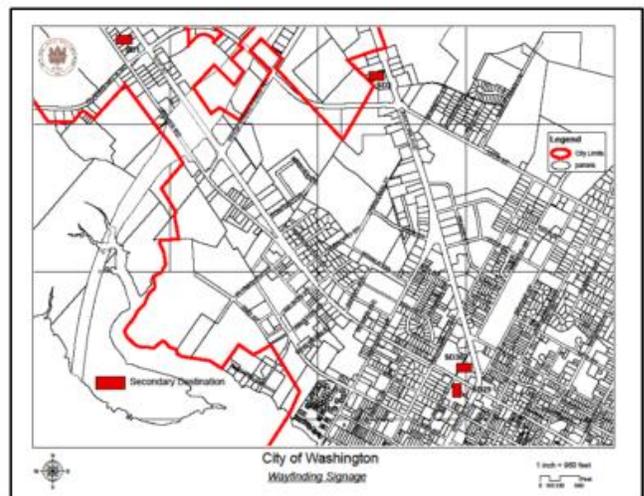
Parking Sign (Pole)



Wayfinding Signage



Wayfinding Signage



Mayor Pro tem Mercer noted that funds for this project were not brought forward. Mr. Rauschenbach explained this project was categorized as a capital project – which spans over the life of the project for multiple years to avoid having project carry forwards.

John Rodman noted that primary gateway signs are not included in Phase I due to cost. Secondary gateway and destination signs are included in Phase I. Mayor Pro tem Mercer commented on the cost of the signs. Mayor Pro tem Mercer inquired if sign prices were received from any other company. Mr. Rodman noted we did not receive other prices on fabrication and installation. We used the company associated with Deep Fried Creative because they could give us the best prices. Mr. Rodman explained that these signs are located on NCDOT right-of-ways and therefore require different specifications. Prices are comparable to other municipalities.

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council voted to table this item until February 2016 during budget discussions. All voted in favor of the motion.

ACCEPT – PIER CONSTRUCTION PROPOSAL #1 (6' EXPANSION), PROPOSAL #2 (11' EXPANSION), OR PROPOSAL #4 (LEAVE IT IN ITS PRESENT CONFIGURATION)

Background: In April 2014, the City of Washington received a Public Access Grant from the NC Division of Coastal Management in the amount of \$120,000 for the construction of a pier, platform and gazebo on the downtown waterfront along the promenade. The City contracted with Sawyer Marine Contractors in the amount of \$83,124 for the project. The original design of the pier was modified to accommodate safety concerns with the existing free docks. While the current pier is about 90% complete there has been some suggestions and proposals to expand the existing platform and relocate the gazebo. The suggested changes would be completed totally with private funds and no City or grant funds would be utilized. The proposals include:

- Proposal #1: The additional platform to the east would be 6' x 32' and add 192 sq. ft. at a cost of \$18,480.
- Proposal #2: The additional platform to the east would be 11' x 32' and add 352 sq. ft. at a cost of \$25,080
- Proposal #3: This proposal was not considered because of the costs included.
- Proposal #4: This proposal would leave the pier in its present configuration with no expansion and no additional cost.

To relocate the gazebo in its present state would be an additional \$15,500. The expansions are suggested with the thought being the additional footage would allow more people to use the pier and be able to accommodate special events. The Waterfront Docks Advisory Committee was unable to come to a consensus on which proposal would be best suited for the municipal pier thus a recommendation to City Council on a specific proposal will not be forthcoming.

Mayor Pro tem Mercer explained there has been extensive discussion regarding the pier project over the past few months. The City has spent \$135,000 on the pier and we are obligated to finish the project by November 30, 2015.

By motion of Mayor Pro tem Mercer, seconded by Councilman Brooks, Council accepted proposal #4 to leave the pier in its current configuration with no expansion, no additional cost and to be completed by the project deadline of November 30, 2015. All voted in favor.

RATIFY – DEED OF EASEMENT FOR THE NEW AGE PROPERTIES PROJECT

Background: Staff is requesting ratification of a deed of easement for the New Age Properties project. This allows us to install, construct, maintain, inspect, etc., utilities within the easements shown in the

attached deed of easement. The deed of easement was necessary for the installation of water and sewer infrastructure necessary for this project.

Mayor Pro tem Mercer inquired if the easement was along the dedicated street right-of-way. Mr. Roberson explained that the easement is identical to the proposed right-of-way.

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council ratified the executed attached deed of easement for the New Age Properties.

EXHIBIT # 20150816

FOR INFORMATION, REFERENCE IS MADE TO THE RECORDING INSTRUMENT DATED AND RECORDED ON OCTOBER 12, 2015 AT 11:28:47 AM IN BOOK 1884 PAGE 798.

FORWARDED BY AND RETURN TO:
 JENNIFER H. MERCER, MAYOR & MEMBER, P. A.
 370 NORTH HANCOCK STREET
 POST OFFICE BOX 1347
 WASHINGTON, NC 27889
 TELEPHONE: (252) 946-3122

STATE OF NORTH CAROLINA
 COUNTY OF BEAUFORT

THIS DEED OF EASEMENT is made and entered into this the 16th day of October, 2015, by NEW AGE PROPERTIES GROUP, LLC, a North Carolina Limited Liability Company, Grantor, whose address is 1935 West 5th Street, Washington, NC 27889 to the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, Grantee, whose address is Post Office Box 1988, Washington, NC 27889.

WITNESSETH

WHEREAS, Grantor owns a certain tract or parcel of land lying and being in Beaufort County, North Carolina.

WHEREAS, Grantee desires to install, construct, inspect, maintain, operate and otherwise keep open, up, and in good repair ditches, drainage pipe(s), drainage enhancing facilities or drainage infrastructure, utilities, utility lines and any other

NO TITLE EXAMINATION REQUESTED OR PERFORMED BY
 ROBERT HOLGOSCHER, P.A.

utility enhancing facilities or utility infrastructure (hereinafter may be referred to collectively as "utilities") on the hereinafter described portion of land owned by Grantor. As used hereinabove and herein, "utility" and "utilities" shall include but not be limited to electric, water, sewer, and drainage infrastructure.

WHEREAS, Grantor has agreed to allow Grantee to cut and or remove any and all trees, brush and other vegetation or any type of obstruction whatsoever that, in Grantee's sole discretion, are necessary in order to effectuate the installation, construction, inspection, maintenance, operation, repair and upkeep of the Utilities as described herein.

NOW, THEREFORE, subject to the terms, provisions, and conditions stated herein and agreed to by the parties hereto and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid and provided by Grantee, the receipt and legal sufficiency of which consideration is hereby acknowledged, and in further consideration of the benefits that Grantor may derive therefrom, Grantor has, upon the terms, provisions, and conditions hereinafter set forth, bargained and sold and by these presents does hereby bargain, sell and convey unto Grantee, its successors and or assigns, perpetual rights and an easement to cut and or remove at any time in the sole discretion of Grantee any and all trees, brush and other vegetation or any type of obstruction whatsoever located upon the hereinafter described portion of land owned by Grantor, together with rights of ingress, egress, and regress to Grantee to enter

and re-enter upon said land for the purpose of installing, constructing, inspecting, maintaining, operating and otherwise keeping open, up, and in good repair such Utilities as are necessary, in Grantee's sole discretion, to be located on said portion of land owned by Grantor. Grantor expressly acknowledges that Grantee's right to remove any type of obstruction whatsoever from the area of the easement includes but is not limited to the right of Grantee to remove anything placed, constructed or located upon the easement regardless of whether a permit or other approval was issued or granted by Grantor for the same. Grantor expressly acknowledges that no payment, claim or damages shall be due to, or made by, Grantor on account of Grantee's exercise and use of said perpetual rights and easement. By way of illustration but not limitation, Grantor expressly acknowledges that Grantee shall have no obligation to pay for, replace, or relocate anything removed by Grantee from the area of the easement herein described. Said land over which said perpetual rights and easement and said rights of ingress, egress, and regress are granted is located in the City of Washington, Beaufort County, North Carolina, and is more particularly described on that certain survey entitled "Water and Sewer Easements New Age Properties Group, LLC" by Wood Richardson, P.A. dated October 12, 2015 as "20' Sewer Easement" as well as "20' Water Line Easement", which survey is attached hereto as Exhibit "A" and incorporated herein for a more complete and adequate description of said easements.

TO HAVE AND TO HOLD the aforesaid perpetual rights and easement to wit said Grantee, its successors and or assigns, in

title forever; it being the intention of the parties hereto that said rights and easement be perpetual for Grantee, its successors and or assigns.

Grantor covenants with Grantee that Grantor is seized of the land upon which said easements are located in fee and has the right to grant the aforesaid perpetual rights and easement; that said perpetual rights and easement will be free of all liens and encumbrances and that Grantor will warrant the title hereby conveyed against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, NEW AGE PROPERTIES GROUP, LLC, has caused this instrument to be executed by its Member Manager, who is duly authorized to execute the same, this the day and year first above written.

NEW AGE PROPERTIES GROUP, LLC, a North Carolina Limited Liability Company

BY: *Manfred D. Alligood, Jr.* (Seal)
 Manfred D. Alligood, Jr.
 Member Manager

STATE OF *North Carolina*
 COUNTY OF *Beaufort*

Before me, the undersigned Notary Public in and for the State and County aforesaid, this day personally appeared *Manfred D. Alligood, Jr.*, who being by me duly sworn says that he is Member Manager of NEW AGE PROPERTIES GROUP, LLC, a North Carolina Limited Liability Company and that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the *16th* day of *October*, 2015.

My Commission expires: *June 19, 2018*

BK 188479799

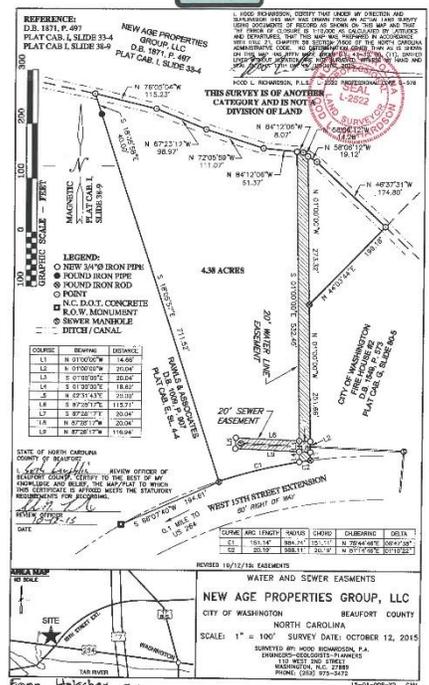
BK 188479798



BK 188479802

BK 188479800

BK 188479801



NEW BUSINESS:

AMEND – CHAPTER 22, SECTION 65(C) - SUSIEGRAY MCCONNELL SPORTS COMPLEX

Background: Over the last several weeks, what appears to be a semi-organized adult soccer league has been using the soccer fields at the Susiegray McConnell Sports Complex. They used 3 fields after excessive rain and ruined the field. This matter was discussed with the Recreation Advisory Committee and they recommended that the City proceed with the signage on the property to prohibit non-programmable sports that are not rented/reserved with the City Parks and Recreation Department. They also suggested making signs in English and Spanish prohibiting such use.

Interim City Manager, Bobby Roberson reviewed a letter from Brent Glover who is speaking in opposition to the request as presented.

November 9, 2015

Washington Mayor Mac Hodges
Washington Parks and Recreation Kristi Hardison
Washington Public Works Director Allen Lewis

RE: "Protecting Facilities"

I hope this letter finds each of you well and it is my desire that you take the time to read it and consider a modification to your proposed action noted in the article published November 9th regarding "unauthorized" use of the soccer fields at the Susie Gray McConnell Complex.

I am a local tax payer, financial executive, parent, and coach who values the recreational opportunities that the complex offers to all ages. I also am part of a group who gathers on occasion to play a very "unorganized" game of pickup soccer. Important to note, the "unorganized" time that we spend together brings together folks of all demographics, ages, and professions. The field conditions are important, as evidenced by the recent closures of the field for the upcoming EAC All-star Tournament, and should be protected.

That being said, a proposal that does not simply "close" the complex to gatherings unless they are done by permit or reservation should be considered. I would ask that the city use the tools already in place (i.e. gates) to indicate times when the city wishes to close the fields. Gates with signage indicating "Fields Closed" could accomplish the goal of protecting the field in times of inclement weather, while not restricting complete use of the facilities with a layer of bureaucracy. If the reason that the gates are never locked is that access to the aquatic center needs to be preserved, then I would like to ask that the city invest a small amount of money (and effort) into signage that can be placed on each field to temporarily mark the field as closed. In periods of rain or field recovery city staff could place signs there to alert citizens that the fields are closed.

As it stands today, the only way that citizens know that it is the city's desire to close the fields are to read about it in the paper post-mortem, or to be an Optimist Coach who is monitoring Facebook to see if Optimist relays a message from the city indicating that the fields are closed. Any other time, the gates are open and the city is relying on the public to simply assume that they city would like the fields to be closed at that point in time.

Would the State of NC write speeding tickets in a work zone if they did not have signage up indicating such? Or would they simply close the road because they did a poor job of with communicating their wishes? They choose to advise the driving public and in most cases the outcome is mutually beneficial.

It is my desire that the city explore a better way to communicate, while preserving recreational opportunities that are afforded to the citizens of Washington. A mutually beneficial outcome can be attained by finding a solution that is somewhere in the middle, and then if the "unauthorized" use continues, at that point it will be justified in completely restricting usage in the manner that you are originally proposing.

To go there immediately due to poor communication from the city and some poor judgment from some player groups is a far reaching reaction that does not seek a true solution.

Mayor Pro tem Mercer inquired if the Recreation Advisory Committee recommend this change and Kristi Roberson noted they did. Councilman Pitt suggested continuing this request to allow better communication with the citizens that are using the fields inappropriately. Mr. Roberson explained that we are not opposed to people playing on the fields, but we are opposed to the fields being torn up. Councilman Brooks noted that people are using the fields without permission.

By motion of Councilman Beeman, seconded by Councilman Brooks, Council adopted an ordinance to amend Chapter 22, Section 65(c), Susiegray McConnell Sports Complex, in reference to unauthorized practices or games, as outlined in the attached ordinance, with an effective date of December 1, 2015. Motion carried 3-1 with Councilman Pitt opposing.

**AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE III,
SECTION 22-65(c): SUSIEGRAY McCONNELL SPORTS COMPLEX,
OF THE WASHINGTON CITY CODE**

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

Section 1. That Chapter 22 Section 22-65(c) - Susiegray McConnell Sports Complex, be amended to remove the following:

Individual practices are not allowed on any athletic fields unless pre-approved by the Director of Parks and Recreation or designee.

Section 2. That Chapter 22 Section 22-65(c) - Susiegray McConnell Sports Complex, be amended to add the following:

Individual practices or games are not allowed on any athletic fields unless preapproved by the Director of Parks and Recreation or designee.

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective December 1, 2015.

This the 9th day of November 2015.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Jay MacDonald Hodges
Mayor

AUTHORIZE/APPROVE – CHANGE ORDER NUMBER 1 FOR EDA WATER AND SEWER IMPROVEMENTS PROJECT, AND APPROVE THE CORRESPONDING PURCHASE ORDER AND APPROVE THE BUDGET ORDINANCE AMENDMENT

Background: Shortly before the above referenced project started, we started having problems in the chemical injection vault at the Washington Regional Water Treatment Plant (WTP) due to corrosion. As a result, we have made a few unsuccessful attempts to correct the problem within our existing maintenance operations and budget. Unfortunately, due to the corrosive nature of the hydroflourisillic acid being fed into the system, we are at the point that we need to replace a portion of pipe in the vault. As such, we asked Hatchell Concrete, Inc., to provide us a quote since they are already onsite. The price they provided (\$18,716.23) and the amount of additional days (16) to do the work appear to be appropriate. The difference in the amount provided and the purchase amount is based on a deduct in the project. Also, due to the amount of rainfall experienced since they began work on the project, they also asked for additional time for the project. They originally asked for 15 days but we only approved 10 based on historical precipitation obtained from the State Climate Office for the Washington wastewater treatment plant and rainfall data collected from the Washington water treatment plant since construction

began on this project. The addition of this total of 26 days to this contract pushes the completion schedule to December 16, 2015, per contract documents.

Mayor Pro tem Mercer asked if moving the injection point would solve the problem. Frankie Buck and Allen Lewis explained that the injection point is not the problem, materials are the problem and we are changing materials to PVC.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council authorized staff to accept Change Order Number 1 for the EDA Water and Sewer Improvements Project and approve the corresponding purchase order and project budget amendment.

**AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCES FOR THE EDA WATER PROJECT
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2015-2016**

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

Section 1. That the following accounts in the EDA Water Project grant be increased or decreased by the following amounts to reflect Change Order 1 for the EDA Water and Sewer Improvements Project:

76-90-8221-4505	Construction - Liquid Chlorine	18,214
76-90-8221-9900	Contingency - Water Line	<u>(18,214)</u>
	Total	0

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this the 9th day of November, 2015.

ATTEST:

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

**s/Jay MacDonald Hodges
Mayor**

ACCEPT – RECOMMENDATION OF THE WASHINGTON PLANNING BOARD AND FIX THE DATE OF A PUBLIC HEARING FOR THE TEMPORARY MORATORIUM ON THE CONVERSION OF SINGLE FAMILY HOMES TO MULTI-FAMILY HOMES IN THE B1H ZONING DISTRICT

John Rodman explained that the Planning Board discussed, during their October meeting, the possibility of a moratorium for conversion of single family homes to multi-family home in the Business Historic District. A sub-committee was formed to discuss the possibility of a temporary moratorium on development on the conversions. During the meeting the Planning Board voted to recommend to City Council to fix a date of November 23rd for a public hearing on the moratorium – a suggested time period of at least 60 days will be requested for the moratorium. There are about 30 single family homes in the B1H district.

Councilman Beeman asked why the Planning Board is recommending a moratorium. Mr. Rodman noted the Planning Board needed time to study the zoning ordinance and determine if the ordinance needs to be modified to reflect the same requirements in the BIH as in the Residential Historic District.

Franz Holscher, City Attorney commented that he agrees staff needs to review the multi-family development section of the Zoning Ordinance for possible revisions. According to NCGS 160A-381(e) cities may adopt temporary moratoria on any city development approval required by law, except for the purpose of developing and adopting new or amended plans or ordinances as to residential uses. Mr. Holscher interprets that the statute prohibits the imposition of the moratorium. Mayor Pro tem Mercer noted that the Planning Board needs to review the Zoning Ordinance and make any necessary amendments.

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council did not accept the recommendation as presented by the Planning Board regarding the temporary moratorium. Council asked the Planning Board to hasten their review of the language in question in the Zoning Ordinance and forward their recommended amendments to Council no later than February 1, 2016.

NCGS 160A-381(e)

(e) As provided in this subsection, cities may adopt temporary moratoria on any city development approval required by law, except for the purpose of developing and adopting new or amended plans or ordinances as to residential uses. The duration of any moratorium shall be reasonable in light of the specific conditions that warrant imposition of the moratorium and may not exceed the period of time necessary to correct, modify, or resolve such conditions. Except in cases of imminent and substantial threat to public health or safety, before adopting an ordinance imposing a development moratorium with a duration of 60 days or any shorter period, the governing board shall hold a public hearing and shall publish a notice of the hearing in a newspaper having general circulation in the area not less than seven days before the date set for the hearing. A development moratorium with a duration of 61 days or longer, and any extension of a moratorium so that the total duration is 61 days or longer, is subject to the notice and hearing requirements of G.S. 160A-364. Absent an imminent threat to public health or safety, a development moratorium adopted pursuant to this section shall not apply to any project for which a valid building permit issued pursuant to G.S. 160A-417 is outstanding, to any project for which a conditional use permit application or special use permit application has been accepted, to development set forth in a site-specific or phased development plan approved pursuant to G.S. 160A-385.1, to development for which substantial expenditures have already been made in good faith reliance on a prior valid administrative or quasi-judicial permit or approval, or to preliminary or final subdivision plats that have been accepted for review by the city prior to the call for public hearing to adopt the moratorium. Any preliminary subdivision plat accepted for review by the city prior to the call for public hearing, if subsequently approved, shall be allowed to proceed to final plat approval without being subject to the moratorium.

Any ordinance establishing a development moratorium must expressly include at the time of adoption each of the following:

- (1) A clear statement of the problems or conditions necessitating the moratorium and what courses of action, alternative to a moratorium, were considered by the city and why those alternative courses of action were not deemed adequate.*
- (2) A clear statement of the development approvals subject to the moratorium and how a moratorium on those approvals will address the problems or conditions leading to imposition of the moratorium.*
- (3) An express date for termination of the moratorium and a statement setting forth why that duration is reasonably necessary to address the problems or conditions leading to imposition of the moratorium.*
- (4) A clear statement of the actions, and the schedule for those actions, proposed to be taken by the city during the duration of the moratorium to address the problems or conditions leading to imposition of the moratorium.*

No moratorium may be subsequently renewed or extended for any additional period unless the city shall have taken all reasonable and feasible steps proposed to be taken by the city in its ordinance establishing the moratorium to address the problems or conditions leading to imposition of the moratorium and unless new facts and conditions warrant an extension. Any ordinance renewing or extending a development moratorium must expressly include, at the time of adoption, the findings set forth in subdivisions (1) through (4) of this subsection, including what new facts or conditions warrant the extension.

Any person aggrieved by the imposition of a moratorium on development approvals required by law may apply to the appropriate division of the General Court of Justice for an order enjoining the enforcement of the moratorium, and the court shall have jurisdiction to issue that order. Actions brought pursuant to this section shall be set down for immediate hearing, and subsequent proceedings in those actions shall be accorded priority by the trial and appellate courts. In any such action, the city shall have the burden of showing compliance with the procedural requirements of this subsection.

ANY OTHER BUSINESS FROM CITY MANAGER:
DISCUSSION – SCHEDULE FOR NOVEMBER AND DECEMBER

Councilmembers discussed the meeting schedule for November and December. By consensus, Council agreed to meet on November 23rd and December 14th, but not December 28th.

RE-PAYMENT PLAN - WHA

Bobby Roberson discussed the re-payment plan previously submitted by Jeannie Neal, Interim Executive Director, Washington Housing Authority. The City of Washington remitted \$55,716 to the Department of Commerce on October 27, 2015 for the non-performance of three homes for a 2009 Community Development Block Grant-Housing Development (Northgate Project). \$36,000 of property release deposits held in trust from the Washington Housing Authority/Washington Housing Nonprofit, Inc. partially funded the reimbursement and the remaining \$19,716 has been billed to those entities. The plan breaks up the \$19,716 into 8 payments.

By motion of Councilman Beeman, seconded by Mayor Pro tem Mercer, Council agreed to the re-payment schedule presented by Jeannie Neal, Washington Housing Authority.

WASHINGTON/PKF MARKET PLAN

The Interim City Manager reviewed information from Jordan Jones (School of Government's Development Finance Initiative) regarding a Phase I market study regarding the feasibility of a hotel being built downtown. The study will be performed by PKF Consulting on the former Belk building and Hotel Louise. The study will show if the proposed project has an opportunity to succeed.

Mayor Pro tem Mercer explained that he couldn't justify spending \$4,000 on another study that will most likely not provide any new information. Mayor Hodges explained this study is different, as it will be a document that potential developers could take to the bank in order to seek financing for the project. Other studies did not provide that tool. Opportunity for a potential grant from ElectriCities to fund the study was discussed. Councilmembers discussed the history of the project as well as the allocated funding. Council would need to amend the scope of the project to include the funding for the feasibility study. Historic Tax Credits would provide a substantial amount of funds to rehab the structures. Jordan Jones said PKF plans to make a presentation to Council on November 23rd regarding the feasibility study.

A motion was made by Councilman Beeman and seconded by Councilman Brooks to allocate \$4,000 to PKF Consulting for the purpose of a Phase I market study. Voting for the motion: Beeman and Brooks; Against: Mercer and Pitt. With that vote a tie resulted and Mayor Hodges voted for the motion. Motion carried 3-2.

Councilman Brooks inquired if the study shows that a hotel doesn't work, are we going to continue to spend money on this project? How much have we spent so far? Matt Rauschenbach reviewed that \$85,500 is allocated and to date we have spent/incurred \$69,000 plus the \$4,000 approved

tonight (possible grant). Mayor Pro tem Mercer asked if RSI had spent any time on this project and Mr. Roberson stated they have. Mr. Rauschenbach reviewed the revenue structure for this project. Discussion was also held regarding the restriction on funding from the Committee of 100 (\$25,000 if jobs are created).

DISCUSSION – RESIDENCY REQUIREMENT EXCEPTION – PUBLIC WORKS DIRECTOR

By motion of Councilman Beeman, seconded by Mayor Pro tem Mercer, Council moved to make an exception to the residency requirements of Section 24-22 of the City Code for appointment of Frankie Buck to the position of Director of Public Works. Mr. Buck possess the requisite knowledge of the positions scope of responsibility and existing City conditions by virtue of his previous experience with the City.

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

Councilmembers were invited to attend a coffee fundraising event hosted by Pat Brown on November 12, 2015 at 4:00pm at the Grace Martin Harwell Senior Center.

CONGRATULATIONS

Councilman Pitt congratulated Virginia Finnerty on the recent election.

CLOSED SESSION:

UNDER NCGS § 143-318.11(A)(3) ATTORNEY/CLIENT PRIVILEGE, 143-318.11(A)(1) DISCLOSURE OF CONFIDENTIAL INFORMATION, 143-318.10(E) THE PUBLIC RECORDS ACT, AND 143-318.(A)(6) PERSONNEL

By motion of Councilman Pitt, seconded by Mayor Pro tem Mercer, Council entered closed session under NCGS § 143-318.11(a)(3) Attorney/Client Privilege, 143-318.11(a)(1) disclosure of confidential information, 143-318.10(e) the public records act, and 143-318.(a)(6) personnel at 7:15 pm.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to come out of closed session at 8:12 pm.

ADJOURN:

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 8:15pm until Monday, November 23, 2015 at 5:30 pm, in the Council Chambers.

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk



MEMORANDUM

To: Mayor Hodges & Members of City Council
From: Bobby Roberson, Interim City Manager
Date: November 17, 2015
Subject: Recognition of Outstanding Service

This evening, the Mayor and members of City Council, would like to recognize two (2) of our outstanding citizens for outstanding service:

The law enforcement officer of the year (Large Department) award went to Washington Police Department Patrol Officer CHAD SPINNER. The employee was given the award by the Beaufort County Police Activities League for those individuals who have gone above and beyond the call of duty as officers of the law or first responders. Officer Spinner responded to a "suspicious activity call." When the officer arrived at the scene he ask the individual to wait while he made arrangements to transport her to the Ruth's House, a local domestic violence shelter here in Washington. Soon thereafter, an individual returned to the residence and killed an individual and afterwards took his own life. Officer Spinner used good judgement and ultimately saved the life of the person transported to the Ruth House.

Ms. Katie Lake, volunteer and President of the Friends of the Library, was presented the Frannie Ashburn Volunteer of the Year Award for the Northeast Region. The award is presented to one person in each of the five areas of the state by State Friends of Public Libraries. Ms. Lake joined the Friends in 1998 to ensure continued programs and services at Brown Library in Washington. She has spent many hours on the annual book sale which provides funding sources for various improvement to Brown Library.

A handwritten signature in blue ink, appearing to be "B. Roberson".



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: November 23, 2015
Subject: Accept annual grant from Mid-East Commission Area Agency on Aging

Applicant Presentation: N/A
Staff Presentation: NA

RECOMMENDATION:

I move that the City Council accept the grant from the Mid-East Commission Area Agency on Aging in the amount of \$32,209.00.

BACKGROUND AND FINDINGS:

The Grace Martin Harwell Senior Center has been awarded the annual grant to support and promote senior health and general Senior Center operations in the amount of \$32,209.00 with a \$6,103.00 cash match. The estimated grant revenue, appropriations, as well as the cash and in kind matches were budgeted in the FY 15-16 original budget. These estimated numbers now need to be adjusted to the funds actually awarded.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Grant Agreement/Contract

2015-2016 Mid East Funds
Grace Martin Harwell Senior Center

Services	Federal/State	Code	Local Match
General Purpose	\$11,397	10-40-6123-0200	\$3,799
Senior Center Operations	\$16,740		\$1,889
	\$8,000	10-40-6123-0301	
	\$8,740	10-40-6123-4504	
Health Promotions	\$4,072	10-40-6123-4501	\$444 10-40-6123-4500

July 1, 2015 through June 30, 2016

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

This Agreement, entered into as of this 1st day of July 2015, by and between the City of Washington Grace Martin Harwell Senior Center (hereinafter referred to as the "provider") and the Mid-East Commission Area Agency on Aging (hereinafter referred to as the "MEC").

Witnesseth That:

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

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

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

<u>Services</u>	<u>Federal/State Dollars</u>	<u>Local Match</u>
General Purpose (176)	\$11,397	\$3,799
Senior Center Operations (170)	\$16,740	\$1,860
Health Promotion/Disease Prevention (220)	\$ 4,072	\$ 452

The provider shall submit an annual report to the MEC no later than July 14, 2016. Services authorized through this agreement shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed by June 30, 2016. No state funds can be dispersed after the close of the fiscal year. Projected June expenditures must be reported with May services reported in June.

4. Assignability and Contracting. The provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with grant funding shall be carried out in accordance with the procurement and contracting policy of the provider or, where applicable, the MEC, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services from a vendor that has been suspended or debarred from Federal grant programs.

5. Compensation and Payments to the Provider. The provider shall be compensated for the work and services actually performed under this Agreement by payments to be made by the MEC. Total reimbursement to the provider under this Agreement may not exceed the grand total of available funding.
 - (a) Reimbursement of Service Costs. Reimbursements of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

6. Reallocation of Funds and Budget Revisions. Any reallocation of funding between providers shall be voluntary on the part of the provider and shall be effective only for the period of the Agreement. The reallocation of funds between providers will not affect the allocation of future funding to the provider. If during the performance period of the Agreement, the MEC determines that a portion of the funds will not be expended; the grant administrator for the provider shall be notified in writing by the MEC and given the opportunity to make funds available for reallocation to other providers in the Planning and Service Area or elsewhere in the state.

Providers may request budget revisions during the period of the agreement, with final budget revisions due to the MEC no later than May 1, 2016.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WASHINGTON GRACE MARTIN HARWELL SENIOR CENTER

Attest:

By: _____
Date: _____ Title: _____
Date: _____

MEC

Attest:

Annette Eubanks
Annette Eubanks
Area Agency on Aging Director

By: N. Bryant Buck
N. Bryant Buck
Executive Director

Date: 11-09-15

Date: 11-09-15

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

BY: Janet E Dodge, JD DATE: 11/9/15
Janet Dodge, Finance Officer



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director *AL*
Date: 11-16-15
Subject: Approve the use of Talbert and Bright for future airport engineering and planning services.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council approve the use of Talbert and Bright for future airport engineering and planning services.

BACKGROUND AND FINDINGS:

As required by the NC Department of Transportation, Division of Aviation (DOA), we recently advertised requests for qualifications for engineering and planning services. We have to do this, at a minimum, every five (5) years. We received proposals from a total of four (4) companies, one of them being Talbert & Bright. After careful consideration of all proposals, it was decided that Talbert and Bright be selected as the firm to perform these services. The Washington-Warren Airport Advisory Board also unanimously supports this decision. Talbert and Bright is extremely familiar with our facilities and needs at Washington-Warren Airport and has provided cost effective and outstanding levels of service for us in the past.

There is no particular project and/or amount specifically set at this time. As projects and funding become available, Talbert and Bright will submit proposals to the City and DOA for approval and execution as in the past.

PREVIOUS LEGISLATIVE ACTION

N/A

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: *AL* Concur _____ Recommend Denial _____ No
 Recommendation 11/17 Date



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: November 16, 2015
Subject: Ordinance to amend the Historic Preservation Design Guidelines to include revised guidelines on the use of fences and walls in the local historic district.

Applicant Presentation: Emily Rebert, Preservation Planner
Staff Presentation: John Rodman, Community and Cultural Services

RECOMMENDATION:

I move that the City Council accept the recommendation of the Historic Preservation Commission and approve an amendment to the Historic Preservation Design Guidelines to include revised guidelines on the use of fences and walls in the local historic district.

BACKGROUND AND FINDINGS:

The Historic Preservation Commission met and appointed a sub-committee to consider the use of fences and walls in the historic district. The sub-committee met numerous times and drafted revised guidelines on fences and walls. In September 2015 a workshop was held with the Historic Commission to discuss and finalize the amended guidelines. A recommendation to forward the amended guidelines to City Council was approved during the November HPC meeting.

PREVIOUS LEGISLATIVE ACTION

Sub-committee meetings
Commission workshop
Commission approval

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance
Amended Guidelines

City Manager Review: 6/17 Date Concur [Signature] Recommend Denial No
 Recommendation November 20, 2015

**AN ORDINANCE TO AMEND CHAPTER 4.0, Streetscape and Site Design,
Section 4.6 Fences and Walls**

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

Section 1. That Chapter 4.0, Streetscape and Site Design, Section 4.6 Fences and Walls of the Historic Preservation Commission Design Guidelines shall be amended to include the following:

Section 4.6 Fences and Walls shall be omitted entirely and replaced with the attached revised guidelines:

Attachment A

Section 2. All ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

This the 23rd day of November, 2015.

ATTEST:

Cynthia S. Bennett
City Clerk

Jay MacDonald Hodges
Mayor

4.6 Fences and Walls

Many different types of fencing and walls can be found in the historic district including low masonry walls, wooden picket and privacy fences, and wrought iron fences and gates. In residential areas, fences and walls were used historically to enclose yard areas and define property lines. In commercial areas, fences and walls can be used to screen service areas and parking lots. Fences are prominent landscape features and should be constructed in a manner and design that is sensitive to the character of the historic structure and district. The introduction of new fences and walls should be handled with concern for design, materials, height, details, color and placement. The applicant requesting permission to erect a fence or wall shall submit a site plan locating the fence or wall configuration and a scaled elevation drawing. ***The applicant shall also be present at the HPC meeting so they will be available for questioning by the Commission, neighbors, or members of the audience.*** A photograph from the public right of way is required for any proposed fencing. ***All fences and walls shall be approved by the Historic Preservation Commission as Major Works.***



Fence and Wall Guidelines

- 4.6.1 Retain and preserve historic fences and walls whenever possible including gates, hardware, cast or wrought iron details, ornamental pickets, etc.



- 4.6.2 Wood, brick, stone, decorative block, ornamental black aluminum or iron, and

~~equivalent materials of authentic design~~ are appropriate fencing materials in the Historic District. ~~Welded Wire, Vinyl, and chain link,~~ **post and rope or chain** fences are not allowed.

4.6.3 ~~Deteriorated fence and wall elements should be repaired rather than replaced. If more than 50%, deteriorated or destroyed, fence and wall elements should be replaced according to new guidelines. New elements should match the original in material, texture, and design.~~

4.6.4 Repairs to existing chain link fences may be allowed up to 50% of a fence run (area between right angles). If 50% or greater of any linear feet of chain link fence run is damaged or otherwise requires repair, ~~the entire chain link fence~~ **that fence run** shall be removed and it replaced, shall be with a new fence made of material other than chain link and consistent with these guidelines.

4.6.5 Fences and walls should be properly maintained according to guidelines for masonry, wood, and metal.

4.6.6 New fences and walls **in the front facade** should be of a design that is appropriate to the architectural style and period of the historic structure. **The new fence should enclose the entire front yard when possible.**

4.6.7 Front yard **wooden** fences **and wooden** fences erected adjacent to a main street or a side street should be of an open design, such as picket and no greater than four (4) feet in height **and painted or stained white**. It is prohibited to use solid privacy fences in front yards. Split rail, basket weave, lattice and shadowbox are also prohibited.



4.6.8 Privacy fencing shall only be allowed in the rear yard. If a majority of a privacy fence is visible from the public right-of-way, a landscape buffer shall be included. No fence, including a privacy fence, shall exceed six ~~(6)~~ **five (5)** feet in height. **If a wood privacy fence is selected, it should be of a shadowbox style or any style illustrated in figure 4.1. the spaces between boards should be no less than one (1) inch.**



4.6.9 A rear yard privacy fence shall place the framing for the fence to the inside facing the owner's property. The outside ~~and inside~~ of all wooden rear yard privacy fences shall ~~should~~ be finished using an opaque stain or paint. If painted, the color shall be compatible with the structure. ~~Painted white or stained white or opaque. No privacy fence can extend beyond the rear corner of the house. (figure 4.2)~~

~~4.6.10~~ All newly constructed wooden fences which are parallel to a main street or side street shall be finished using an opaque stain or painted. If painted, the color shall be compatible with the structure. ~~must be painted white or stained white. Both sides of the fence will be painted.~~



~~4.6.11~~ **4.6.10** It is inappropriate to construct walls and fences on the waterfront that obstruct views and vistas from the historic district or from the water. No ~~privacy fence that exceeds four (4') feet in height shall be allowed in the side or rear yards of property located south of Main Street. Areas south of Main Street, which have water views and vistas from the historic district or from the water, shall not be allowed to block a view by constructing a privacy fence that exceeds four (4) feet in height in the side or rear yard.~~

~~4.6.12~~ **4.6.11** The use of plant screenings, in the form of hedgerows and landscaping, is encouraged as an alternative to fences and walls. Any such plantings shall comply with the height and location standards of these guidelines.



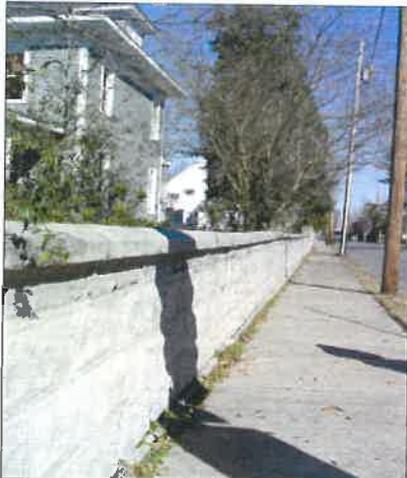
~~4.6.13~~ **4.6.12** Fences and walls should be used to screen service areas, refuse receptacles, and parking lots in the commercial areas. **Fences should follow the**

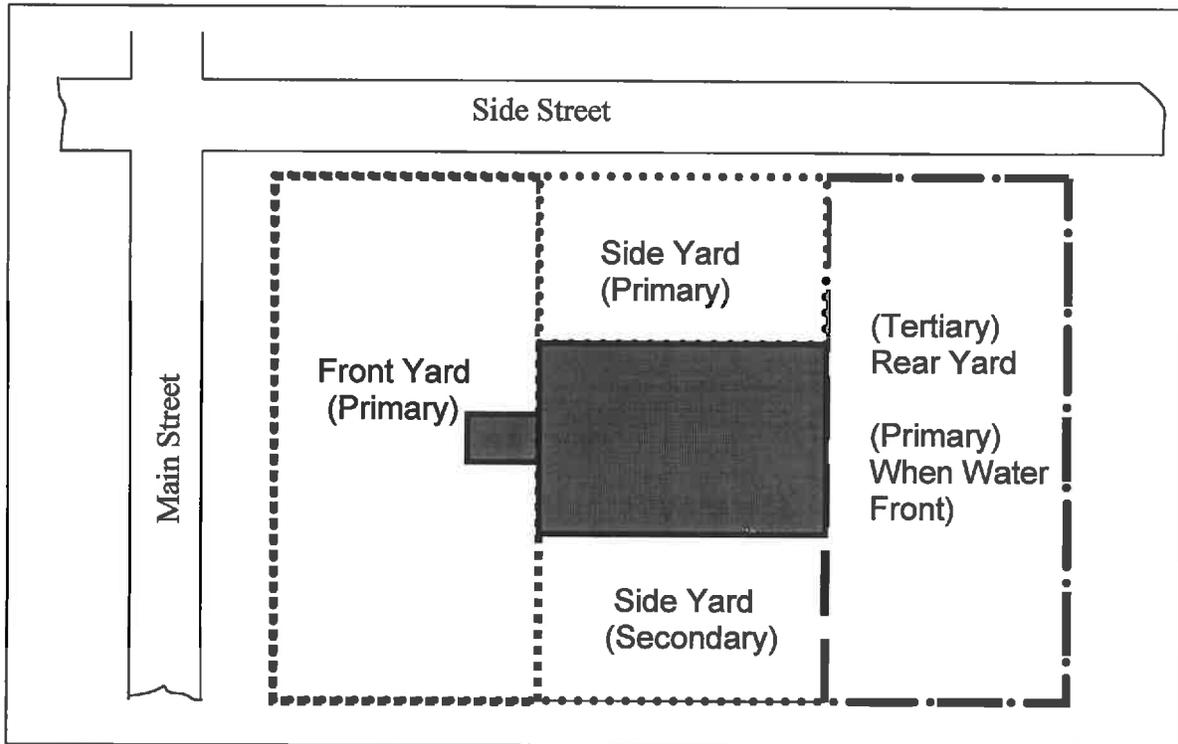
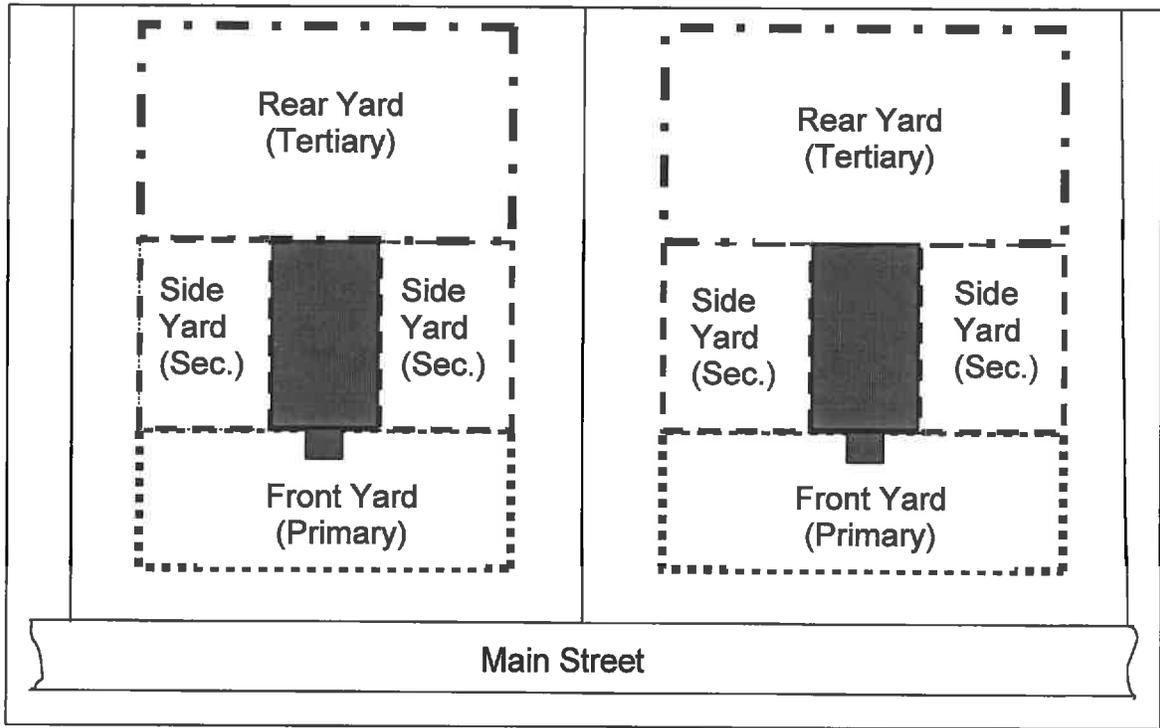
same guidelines as in the residential areas. In the screening of smaller commercial utility areas, refuse receptacles, and such, shadow box fencing and/or brick walls shall be preferred materials, and shall not exceed 3" in height above said utility. In other respects these screenings shall adhere to the same historic guidelines as in residential areas. Parking lot walls shall be of brick, not to exceed 3 feet in height. Large dumpsters shall be surrounded on ALL sides by commercial grade vinyl or wood fencing, dark in color, and shall be no taller than 3" above the dumpsters

4.6.14 4.6.13 Masonry walls that were historically unpainted should not be painted. Repainting previously painted masonry walls is permitted.

4.6.15 4.6.14 Retaining walls, when visible from a public right-of-way, must be constructed of brick or stone. Landscape timbers and railroad ties may be used when they are not visible from the public right-of-way.

4.6.16 4.6.15 When shielding residential utilities, areas shall follow the existing guidelines for fences and walls, and shall not exceed 3" above the height of the utility.





*Typical Yard Layout
(figure 4.2)*

Grant Executive Summary

as of 10/31/2015

Active	Fund	Grant Description	Dates			Financials				Deliverable				Notes
			Award	Expiration	Completion	Revenue		Expense		Metric	Total	Achieved	Bal.	
						Budget	Actual	Budget	Actual					
50	CDBG Affordable Housing	04/09/10	10/31/14	09/30/15	227,700	185,719	227,700	185,719	LMI homes	10	7	3	Close grant Nov. 9, \$55,716 clawback paid, WHA reimbursing City	
51	Trillium Health Play Together	09/18/15	06/30/16		225,000	-	225,000	-					Design being developed, public input session Nov. 21	
53	Downtown Development				85,500	13,000	85,500	38,876					Options to purchase executed, phase II complete, DFI presentation 11/23	
55	idX/Impressions NC One Grant	09/30/13	09/30/16		300,000	-	300,000	-	Jobs/investment	160	0	160	Jobs created but not since award date	
59	idX Building Reuse	12/18/14	12/18/16		512,500	4,000	512,500	2,500	Jobs/investment	50		50	Construction not begun, request extension. Job creation in progress.	
61	Pedestrian Plan Grant	05/20/13	09/30/13	12/31/14	10,000	10,000	10,000	-					Committee formed and meeting monthly	
66	Airport Terminal Grant	04/04/13	07/01/15	03/31/15	1,254,488	1,251,211	1,254,488	1,224,416					Final expenditure being disbursed	
67	Façade Grant Program	07/01/15	06/30/16	06/30/16	26,000	6	20,000	5,660					Two pending, 3 reimbursed (2 from prior year)	
69	Way Finding			04/01/15	150,000	150,495	150,000	20,913					Phase 1 signage contract on hold until February 2016	
71	Airport Lighting Rehab				460,121	84,815	460,121	254,365					Construction begun, complete January	
72	Municipal Pier Access Grant	07/01/14	11/30/15		135,000	15,000	135,000	31,500					Construction begun, complete by Nov 30th	
74	Sewer I&I rehab/CWSRF	06/03/15			2,000,000	-	2,000,000	12,120					Preliminary engineering underway	
76	EDA Water Projects	09/11/13	03/11/17	02/28/17	1,428,262	706,133	1,428,262	768,732					Expected completion end of December	
77	EDA Sewer Grants	09/11/13	03/11/17	02/28/17	1,423,894	703,974	1,423,894	482,563					Expected completion end of December	
	CDBG Keysville Rd.	2005	6/4/2013	06/30/16	320,000	320,000	320,000	320,000					Lot 2 LMI qualifies, closing conducted 9/10/15	
10	Historic Preservation Grant	07/01/14	08/21/15		11,000	-	15,000	15,000					Draft National Register nomination completed, file for reimbursement	

Applications/Awards

	Pre-App	Selected	Final App	Grant	Match	Total	
Recreation Trails Program	7/14/15			19,500	6,500	26,000	Partnered with Sound Rivers
Project Hotel- New Age Properties				100,000	106,400	206,400	Awarded Aug. 21, waiting on grant agreement, developer pays match

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
General Fund:								
Finance	10-00-4130-7400	Financial Software	50,000	0	0	50,000	Evaluating vendors, software demos	
Purchasing	10-00-4131-7400	Parking lot 1/3	25,000	0	22,888	2,112	Bid awarded, begin construction November	
		Lighting	32,530	0	0	32,530	Go out for bid	
IT	10-00-4132-7400	Network switches	12,306	6,537	5,259	510	In progress	
Police	86-60-4930-4310	Vehicles #136,142,160,&164	142,000	0	105,410	36,590	On order	
Fire	10-10-4341-7400	Defibrillator	30,000	0	28,304	1,696	On order	
	86-60-4930-4340	Fire Engine 1	450,000	0	0	450,000	Go out for bid	
	86-60-4930-4341	EMS truck 1	150,000	149,049	0	951	Complete	
Code Enforcement	86-60-4930-4350	Vehicle #121	20,000	0	22,508	(2,508)	On order, budget transfer to repl. fund	
Powell Bill	10-20-4511-4500	Street Paving	61,639	4,925	2,752	53,962		
Street Maintenance	86-60-4930-4510	Dump truck #455	75,000	0	64,706	10,294	On order	
Rec. Administration	10-40-6121-7400	Bobby Andrews Roof	54,000	0	47,575	6,425	Work to begin November	
Senior Center	10-40-6123-7400	HVAC	6,500	0	0	6,500	Bid in November	
Rec. Maintenance	10-40-6130-7400	Grasshopper mower	11,000	11,000	0	0	Complete	
		Ballfield rake	13,000	12,983	0	17	Complete	
Total General Fund			1,132,975	184,494	299,402	649,079		
Water:								
Miscellaneous	30-90-6610-7400	Network switches	12,306	6,537	5,259	510	In progress	
	30-90-6610-7400	GIS 1/2	12,100	0	0	12,100	Planning for project begun	
	30-90-6610-7400	Utility billing software	18,182	0	0	18,182	Evaluating vendors	
Treatment	30-90-8100-7400	Vehicle #550	28,000	0	27,963	37	On order	
Maintenance	30-90-8140-7400	Vehicle #416	24,000	0	23,614	386	On order	
Total Water Fund			94,588	6,537	56,836	31,215		
Sewer:								
Miscellaneous	32-90-6610-7400	Network switches	12,306	6,537	5,259	510	In progress	
	32-90-6610-7400	GIS 1/2	12,100	0	0	12,100	Planning for project begun	
	32-90-6610-7400	Utility billing software	18,182	0	0	18,182	Evaluating vendors	
Treatment	32-90-8220-7400	Vehicle #551	27,000	6,256	19,993	751	Received in November	
	32-90-8220-7400	Video surveillance system	25,000	0	0	25,000	In place February 2016	
Lift Stations	32-90-8230-7400	Springs Rd panel A	20,000	0	0	20,000	In place February 2016	
	32-90-8230-7400	Springs Rd panel B	20,000	0	0	20,000	In place February 2016	
Total Sewer Fund			134,588	12,793	25,252	96,543		

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
Storm Water:								
	34-90-5710-7400	Drainage improvements	150,000	60	0	149,940	Engineering contract awarded	
	58-90-5710-4500	RZEDB-drainage improvemen	148,185	0	0	148,185	Engineering contract awarded	
		Total Storm Water Fund	298,185	60	0	298,125		
Electric:								
Electric Director	35-90-6610-7400	Network switches	12,306	6,537	5,259	510	In progress	
	35-90-6610-7400	Utility billing software	63,636	0	0	63,636	Evaluating vendors	
Electric Meter Service	35-90-7250-1500	Parking lot 1/3	25,000		22,888	2,112	Bid awarded, begin construction November	
	35-90-7250-7400	Meters	50,000				Not ordered yet	
		2015 PO's	19,855				Complete	
		Vehicle #655	25,000				Complete	
		Total Electric Meter Svc.	119,855	41,360	22,888	55,607		
Substation Maint.	35-90-8370-7400	Distribution reclosers	20,000				Partial order placed	
		Capacitors	8,000				Partial order placed	
		Slatestone subst./recloser	20,000				Order in November	
		Forest Hills substation	42,760				On order, delivery due December 21	
	35-90-8370-7401	Main sub B3 breaker	50,000				On order, delivery due December 7	
		Total Substation	140,760	23,713	67,297	49,750		
Power Line Maintenance	35-90-8380-1500	Parking lot 1/3	25,000	0	22,888	2,112	Bid awarded, begin construction November	
Power Line Construction	35-90-8390-7400	Vehicle UTV	15,000				On order	
		2015 PO's	260,045				Line truck #617 \$235k	
	35-90-8390-7401	Grimesland Rd. Feeder	310,000				Engineering work begun	
		Vehicle #614	35,000				Received in November	
		Excavator #610	60,000				Complete	
		Vehicle #608	72,500				Order in November	
		Total Power Line Constructi	752,545	109,068	307,512	335,965		
		Total Electric Fund	1,114,102	180,678	425,844	507,580		
Cemetery Fund	39-90-4740-7400	Vehicle #510	20,000	0	18,762	1,238	On order	
		Zero turn mower	6,800	6,500	0	300	Complete	
		Total Cemetery	26,800	6,500	18,762	1,538		
Grand Total		Grand Total	2,801,238	391,062	826,096	1,584,080		



HUMAN RELATIONS COUNCIL

Human Relations Council (HRC) report for the month of November
Monday November 23, 2015 City Council Meeting

MISSION STATEMENT

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

INTRODUCTION OF NEWLY ELECTED MEMBERS:

Tammie Lawrence
Glenwood Horton
Patrick (Pat) Griffin

SCHEDULED PUBLIC APPEARANCES: None

OLD BUSINESS:

Discussion – Planning stages of Ed Peed ceremony – 3rd Saturday in February (2-20-2016):

Chairman St. Clair advised this is one of HRC's largest functions and it will be discussed thoroughly at the January 12, 2016 meeting. Councilman Pitt has requested inviting Greenville Public Safety Pipes and Drums to attend next year's event. Board members were tasked with ideas that would make the event better every year.

Discussion – December 8, 2015 HRC meeting: Due to lack of action items, by consensus, the Board agreed to cancel the December 8, 2015 meeting.

NEW BUSINESS: None

OTHER BUSINESS:

FYI – All FYI items and reminders were discussed inclusive of the September 10, 2015 report submitted to City Council, financial report, and updated board members contact information.

OPEN DISCUSSION:

Updates provided by Kimberly Grimes, Police and Fire Services regarding the project "I Live Alone". Ms. Grimes voiced the Police and Fire Services are accepting nonperishable items to be presented to clients as a display of love during the Holidays. Also, shopping with a safety officer will be held in December (tentative date scheduled for the 3rd Monday in December) and Terrance Copper will be supporting the event again this year.

Lt. Chrismon voiced the Police Department is still walking the community and meeting the citizens to help foster relationships. Crime prevention is ongoing and advised the Board to please talk to citizens about scamming and to be careful how you give out personal information. Community Watch program is ongoing and should we know of anyone interested in setting up a Community Watch program in their neighborhood the contact person is Ms. Grimes and she can be reached at 252-943-1715.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Stacey Christini, HR Director
Date: November 23, 2015
Subject: Employee Wellness Clinic

RECOMMENDATION:

I move that the City Council approve a budget ordinance amendment to fund the "Employee Wellness Clinic" for 6 months at the cost of \$12,480.00.

BACKGROUND AND FINDINGS:

The City of Washington spends almost \$1.3 million annually on medical expenses for its employees, dependents and retirees. In October 2014, to encourage a greater employee focus on health, the Council authorized the City to partner with Vidant a local health care provider to set up a free, drop-in wellness clinic at Fire Station 2, four (4) hours every other week. Utilization at the Wellness Clinic from October 2014 to June 2015 was approximately 32%. The low utilization was attributed to non-consistent weekly hours.

The City Council recognized the importance of good overall health to an effective, productive organization and decided on July 1, 2015 instead of offering to open the clinic every other week that the City would increase the hours to four (4) hours every week. The clinic was also relocated to City Hall for easy access for employees, which allowed for greater productivity, less time away from work for appointments, improved morale and an overall healthier workforce both physically, emotionally and mentally.

Utilization has increased 18% in the first 3 months of the increased hours. Vidant believes that the utilization increase is attributed to offering consistent weekly hours and identifying other services that can be offered. For example, the City is required to provide physicals and screenings in the course of an individual's employment. These services have been added to the clinic, making the clinic a one-stop shop. The Fire Department utilized the clinic this year for their annual physicals for 14 of 33 employees that received physicals. In the past, the Fire Department personnel would be away from work approximately 2-3 hours to complete their physicals in Greenville at a cost of approximately \$180.00 per physical. Vidant charged \$30.00 per physical and reduced time away from work from 3 hours to 30 minutes per employee. This resulted in a savings of approximately \$2,500 (physical costs and labor hours).

Feedback from employees who have used the clinic has been overwhelmingly positive and the City believes the clinic more than pays for itself. The wellness clinic is only one attribute to a comprehensive "Wellness Program" being offered to reduce medical costs to the employees and the city. Containing these costs through the clinic enables the City to devote resources to services that benefit the community while at the same time improving the overall physical and mental wellbeing of its own organization.

PREVIOUS LEGISLATIVE ACTION: N/A

FISCAL IMPACT:

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

SUPPORTING DOCUMENTS:

Budget Ordinance Amendment

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2015-2016**

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 \$12,480 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-00-4125-4500, Wellness Program, Human Resources Department portion of the General Fund appropriations budget be increased in the amount of \$12,480 to provide funds for the weekly Vidant employee health clinic for the period of January through June 2016.

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 23rd day of November, 2015.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: November 23, 2015
Subject: Professional Engineering Services for replacement of HVAC Equipment at the Moore Aquatic & Fitness Center and Budget Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move City Council authorize the Recreation Manager to enter into an agreement with Engineering Source of NC, P.A. for Professional Engineering Services to replace the HVAC equipment at the Moore Aquatic and Fitness Center and adopt the budget ordinance amendment. The total cost of the project, excluding post design changes, will be \$6,900.00.

BACKGROUND AND FINDINGS:

The scope of services for this project includes providing Mechanical and Electrical design services for drawings and specifications for the replacement of the HVAC equipment at the Moore Aquatic and Fitness Center. The documents will be used to obtain bids for the replacement of the existing pool HVAC and Dehumidification unit.

The scope of services will include:
Biddable Permit Plans - \$4000.00
Submittal Review - \$300.00
Development of CAD floor plans - \$750
Submit an HVAC System Compliance Statement - \$1,850.00
*Post Design Changes & Construction Administration will be charged by the hour.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Engineering Source of NC, P.A. proposal

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2015-2016**

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 \$6,900 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-40-6126-0400, Professional Services, Aquatic Center Department portion of the General Fund appropriations budget be increased in the amount of \$6,900 to provide professional engineering services for the replacement of the HVAC and dehumidification systems at the Aquatic Center.

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 23rd day of November, 2015.

MAYOR

ATTEST:

CITY CLERK



ENGINEERING

S O U R C E of NC, P.A.

102-A2 Regency Blvd. • Greenville • North Carolina 27834

HVAC
Electrical
Plumbing
Firm #1973

November 6, 2015

City of Washington
Inspections Department
Attn: Wayne Harrell
102 East Second Street
Washington, NC 27889

Re: Replacement of HVAC Equipment at the Washington Pool

Wayne,

Please accept this proposal to provide Mechanical & Electrical design services for drawings and specifications on the above referenced project. We will provide a set of documents that will be used to obtain bids for the replacement of the existing pool HVAC and Dehumidification unit. We will indicate replacement of the existing unit and verify the appropriate ventilation air is being provided as required under the current NC Mechanical Building Code.

Scope of Services –Biddable Documents

Design Services Provided:

- Heat Loss/Gain calculations of the pool area to verify the new equipment is sized correctly and can handle any increases in ventilation air required to meet current code.
- Heat Loss/Gain calculations shall be Trane Load 700 format.
- Attempt to make units more accessible for maintenance and filter changes.
- Indication of minor building construction needed for removal of existing unit and installation of the new unit.
- Lay-out of power for new equipment.
- Response to Inspection Department comments.
- Answer or address contractor questions through project bidding phase.

Construction Administration Services:

- We are available to answer questions that arise during construction, review equipment submittals, and to inspect equipment during the construction process on an hourly basis. The Design Scope of work ends once the job has been bid and awarded.
- The 2012 Energy Conservation Code requires a registered professional to complete and submit an HVAC System Compliance Statement. This does not have to be completed by the engineer of record, but we can provide this document if desired. This would require some material submittal review, up to 3 site visits during construction, a final inspection, and review of the Test & Balance report as well as other close-out documents. This service is offered as part of the Post Design hourly work. Estimate total cost for this post design service to be approximately **\$1,850**.

Assumptions and Clarifications:

- Adequate electrical power is available.

November 23, 2015

Page 47 of 83

Telephone 252-439-0338

Fax 252-439-0462

e-mail generalmail@engrsource.com

- No plumbing or lighting design is included
- Engineering Source of NC is not responsible for any Appendix B calculations or statements.
- No Sprinkler design is included.
- Drawings will be designed in Autocad LT 2015.
- Owner shall provide engineer with CAD base plans for the facility and PDFs of the original Mechanical and Electrical plans. Development of CAD floor plans can be provided at an additional cost. (Est: \$750)

Our fee for providing the above scope of work for the listed project is as follows:

- Biddable Permit Plans = **\$4,000** (Initial Plan and Review for permitting)
- Submittal Review = **\$300 (HVAC Equipment Only)**
- Post Design Changes & Construction Administration = Comments, Meetings, Bidding, VE changes, Submittal Review and Inspections would be on an hourly basis according to the following schedule:
 - Engineer (Wilson) - \$125/Hr.
 - Engineer in Training - EIT (Alex) - \$100/Hr.
 - Tech Designer (Jason or Daniel) - \$85/Hr.
 - Drafting/Admin (Thomas or Liz) - \$65/Hr.

The amount includes the 1st set of original drawings in print and a copy in PDF format. All additional drawings are billed at \$2.00 per sheet.

I will bill you a percentage of the lump sum fee monthly based on the progress of design or submittal review at the end of each month through project completion.

I will be available to review this proposal with you at your convenience. If you have any questions, please contact me. This proposal is open for approval for 14 days from the date indicated above, after this time the completion date may slip. This proposal shall be subject to the attached terms and conditions. Your acceptance of this proposal shall constitute an acceptance of those terms and conditions for this project. I appreciate the opportunity to provide this proposal and look forward to working with you.

Sincerely,



D. Wilson Pou, P.E.
President

Accepted by: _____

Date: _____

Title: _____

Proposal Acceptance and Work Authorization Agreement

THIS AGREEMENT is entered into as of November 9, 2015, Engineering Source of NC, P.A. ("Engineer") and City of Washington ("Client"). The parties agree as follows:

Services. Engineer agrees to provide Client with and Client authorizes Engineer to provide the services described in the attached Proposal dated November 6, 2015 (the "Proposal") for the project described in the Proposal (the "Project"). The services are provided for the sole benefit of the Client. There are no third party beneficiaries to this Agreement.

Payment. Client agrees to pay for all services provided by Engineer and for all expenses incurred by Engineer in accordance with the Proposal. Payment shall be due within 30 days of client's receipt of invoice. Client agrees to pay Engineer a late fee of 1 1/2% per month on the outstanding balance on any invoice not paid within 60 days of his receipt of Engineer's Invoice.

Terms and Conditions. This Agreement shall be subject to all of the following "Terms and Conditions", which terms and conditions are expressly made a part of this Agreement and made a part of any work product issued by or service performed by Engineer pursuant to this Agreement.

WITNESS the following signatures:

Engineer:

Client:

By: 

Signature

Date: 11/9/15

By: _____

Signature

Date: _____

D. Wilson Pou

Printed Name

Printed Name

President

Title

Title

Terms and Conditions

Site Operation/Permits. Client will arrange for Engineer's right-of-entry to the Project site for the purpose of performing the agreed services. The Engineer shall be entitled to rely upon the accuracy and completeness of all tests, reports, drawings, or other information provided by the Client to Engineer.

Instruments of Service. Engineer will furnish deliverables, products, and supporting documents to the Client. All documents generated by Engineer under this Agreement shall remain the sole property of Engineer. Any unauthorized use or distribution of Engineer's work shall be at Client's and recipients' sole risk and without liability to Engineer. Engineer shall retain a confidential file copy of his work product and related documents. Neither the Client, nor any other person or entity, may use any documents or information prepared by Engineer for the Project in connection with any other project. To the fullest extent permitted by law, the Client shall indemnify and hold harmless Engineer from and against any and all claims, suits, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from any use of any documents or information provided by Engineer for this Project for any purpose, other than the use of the documents or information in connection with the execution of this Project.

Construction Safety/Means and Methods. Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the

Project, since these are solely the Construction Contractor's responsibility. Engineer shall not be responsible for the Contractor's schedule or failure to carry out construction in accordance with the terms of the Contractor's contract.

Assignment. Neither Client nor Engineer shall assign this Agreement without the written consent of the other.

Standard of Care. Engineer will perform his services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of Engineer's profession practicing in the same or similar locality at the time of service. Engineer makes no other warranties, either express or implied. Any oral or written representations to the contrary are hereby disavowed. No agent or employee of Engineer has authority to provide any additional warranties of any sort beyond those provided in this Agreement.

Indemnity. Engineer will indemnify and hold harmless the Client, up to the limit of the Engineer's insurance coverage, against liability for claims, causes of action, demands or suits by third parties for bodily injury or damages to property arising out of the services performed by Engineer under this Agreement to the extent such injuries or damages are caused solely by the negligent acts or omissions of the Engineer, its officers or employees. Engineer's obligations under this paragraph shall not extend to injuries caused by the negligent or intentional acts or omissions of the Client or any third party.

Limitation of Liability. Engineer shall not be responsible for, and makes no representations regarding, the accuracy, completeness, or suitability of any work performed by any architect, engineer or other design consultant whose services are retained under separate contract with the Client or Owner.

Suspension/Termination of Agreement. If the Client fails to make payment to Engineer for contracted services when due, Engineer may, upon 7 days written notice to the Client, suspend performance of services under this Agreement, including issuance of any deliverables specified in the Proposal, until such time as the Client has paid all sums due and owing under this Agreement, or at his sole option. Engineer may terminate this Agreement. In the event of a suspension of services or termination for failure to make payment, Engineer shall have no liability to the Client or to any third party for any delay or damage caused by the suspension or termination of services. In the event Engineer invokes its rights to terminate this Agreement, the Client shall be obligated to immediately pay Engineer for all services performed up to the date of termination (which shall be seven days after the date of written notice of termination from Engineer to Client), and all out-of-pocket expenses incurred by Engineer in connection with its services. This provision in no way limits or reduces any other rights which Engineer may have as a result of Client's failure to render payment in accordance with the terms of this Agreement.

Conflict Resolution. The Client and Engineer agree to work together to resolve any disputes arising out of or related to the Project or this Agreement, in a timely, professional and non-adversarial manner. In the event that they are unable to negotiate a resolution of such an issue, the matter shall be submitted for mediation. If still not resolved, the parties agree that the dispute shall be submitted for final decision by binding arbitration. Both mediation and arbitration shall be under the rules of American Arbitration Association's then-current Construction Industry Mediation and Arbitration Rules. The arbitration panel shall be made-up of three arbitrators. Each party shall choose one and the third to be agreed upon by both parties. Mediation and arbitration shall be conducted in North Carolina.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of North Carolina.

Entire Agreement. This Agreement represents the entire and integrated agreement between the Client and Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Robbie Rose, Fire Chief
Date: November 16, 2015
Subject: Purchase of Fire Engine
Applicant Presentation: N/A
Staff Presentation: Robbie Rose, Fire Chief

RECOMMENDATION: I move that the City Council approve the purchase and purchase order in the amount of \$448,995 for a 2015 Pierce Fire Engine from Atlantic Emergency Solutions.

BACKGROUND AND FINDINGS:

Based on discrepancies of the actual year model of the of the previous fire engine approved for purchase by Council during the September 28, 2015 meeting, and inconsideration that this was inconsistent with the information originally provided to Council for consideration; we terminated that purchase transaction. Moving forward, we sent requests to seven vendors for bid proposals for in stock/demo units, and were also contacted by one additional vendor. After receiving proposals from the vendors and considering which options best meet our immediate needs, we are requesting the approval to purchase an in stock Pierce fire engine from Atlantic Emergency Solutions. This purchase will be through a piggyback in accordance with statute G.S. 143-129(g). The primary justification for this choice is that it's design and specifications best meet the immediate needs of the department for a front line fire engine.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

Currently Budgeted XX Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS:

Bid Proposals

City Manager Review: *AR* Concur Recommend Denial No Recommendation
11/17 Date

FIRE ENGINE REQUEST FOR BID PROPOSAL VENDOR LISTING

VENDOR	MAKE	PRICE	NOTES
Atlantic Emergency Solutions	Pierce	448,995	Better fits the required Dept. specifications
Atlantic Coast Fire Trucks	Smeal	459,996	Pricing - Availability
C & C Apparatus	Ferrara	No Submittal	No stock inventory per our specifications
Fire Connections	E-One	450,000	Comprable Truck
Mike Watts	Toyne	No Submittal	No stock inventory per our specifications
CW Williams	Rosenbauer	399,986	Truck N/A until April 2016 - Additional costs
First Choice Fire EV	Spartan Custom	No Submittal	No stock inventory per our specifications
First Class EV	HME	284,670	Does not meet our specifications



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Keith Hardt, P.E., Electric Director
Date: 16 November 2015
Subject: Budget Ordinance Amendment
Applicant Presentation: None
Staff Presentation: Keith Hardt, P.E., Electric Director

RECOMMENDATION

I move that the City Council approve the attached budget ordinance amendment for the NC 32 reconductoring project.

BACKGROUND AND FINDINGS

The attached budget ordinance is for the completion of the NC 32 reconductoring project. The construction estimate breakdown is as follows:

Section 3

Poles	\$29,500
Hardware	\$43,000
Conductor	\$33,000
Total	\$105,500

Section 4

Poles	\$34,000
Hardware	\$45,000
Conductor	\$35,000
Total	\$114,500

Section 5

Poles	\$31,000
Hardware	\$45,000
Conductor	\$32,000
Total	\$108,000

PREVIOUS LEGISLATIVE ACTION

2014-15 Budget Ordinance.

FISCAL IMPACT

Currently Budgeted (Account: _____) Requires Additional Appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2015-2016**

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

Section 1. 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 2014-2015:

35-90-3991-9910	Fund Balance Appropriated	\$ 330,000
-----------------	---------------------------	------------

Section 2. 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 2014-2015:

35-90-8390-7400	Capital Outlay	330,000
-----------------	----------------	---------

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

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

Adopted this the 23rd day of November, 2015.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: November 23, 2015
Subject: Mid East Administrative Agreement- CDBG 09-C-2050 Closeout
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council authorize the Mayor to execute an administrative services agreement with the Mid East Commission to closeout the CDBG-HD 09-C-2050 Northgate Project.

BACKGROUND AND FINDINGS:

The Mid East Commission has been engaged to closeout the CDBG- HD 09-C-2050 Northgate Project. The public hearing for the grant closeout was held November 9th.

PREVIOUS LEGISLATIVE ACTION

Public Hearing November 9, 2015

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Administrative Services Agreement

AGREEMENT BETWEEN
CITY OF WASHINGTON AND MID-EAST COMMISSION
FOR
ADMINISTRATIVE SERVICES
NC CDBG-HD GRANT for "Northgate Project"

THIS AGREEMENT, made the 23rd day of November, 2015, by and between the City of Washington, herein after referred to as CITY, and the Mid-East Commission, herein after referred to as the MEC.

WHEREAS, the CITY has received grant funding from the North Carolina CDBG for the "Northgate Project";

WHEREAS, the CITY has need of administrative assistance to assist the CITY with closeout of the grant;

NOW, THEREFORE, the CITY and the MEC in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION A

The proposed administrative services shall include but not be limited to the following activities:

Prepare and Submit Closeout Documentation

SECTION B

The MEC agrees to furnish personnel, equipment, and materials necessary to accomplish project administrative activities as needed and requested by the CITY.

SECTION C

The CITY shall furnish the consultant a copy of all project related documents.

SECTION D

The CITY shall compensate the MEC for administrative services a lump sum total of \$2,500. Payment shall be made upon presentation of an invoice by the MEC to the CITY.

IN WITNESS THEREOF they have executed this agreement.

City of Washington

Mid-East Commission

Jay MacDonald Hodges, Mayor

Bryant Buck, Executive Director

ATTEST

ATTEST



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: November 23, 2015
Subject: Parking Lot Paving Contract Change Order (\$21,585.25)
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council authorize staff to accept a change order to BE Singleton & Sons for the warehouse parking lot project, approve the corresponding purchase order, and adopt a Budget Ordinance Amendment.

BACKGROUND AND FINDINGS:

The aggregate base (gravel) underneath the existing parking lot is inadequate/nonexistent and was outside the scope of the paving project. This change order provides for adequate base material for the asphalt to be paved on. The slope of the new parking lot has been designed to realize savings from excluding storm drains to reduce the impact of this additional work. The change order is \$21,585.25 and requires an additional appropriation of \$15,250.25.

Original contract	\$ 68,665.00
Change order	<u>21,585.25</u>
Total	90,250.25

Budget	75,000.00
Appropriation needed	15,250.25

PREVIOUS LEGISLATIVE ACTION

Bid award September 28, 2015

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Change Order
- Budget Ordinance Amendment

City Manager Review: *[Signature]* Concur Recommend Denial No Recommendation
 11/17 Date November 23, 2015
 Page 57 of 83

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2015-2016**

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 \$5,084 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-00-4131-7400, Equipment Purchases, Warehouse Department portion of the General Fund appropriations budget be increased in the amount of \$5,084 for the parking lot project change order.

Section 3. That the following account numbers in the Meter Services, Power Line Maintenance, and Contingency departments of the Electric Fund appropriations budget be increased or decreased in the amounts indicated for the parking lot project change order:

35-90-7250-1500	Maint/repair building	\$ 5,084
35-90-8380-1500	Maint/repair building	5,083
35-90-9990-9900	Contingency	<u>(10,167)</u>
		0

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 23rd day of November, 2015.

MAYOR

ATTEST:

CITY CLERK

MATS COPY

11/13/2015
15077
*** Charlie

15:09
City of Washington Warehouse ABC

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
5	Storm Drain System	U	-2.000	EA	5,000.00	-10,000.00
10	Strip to Stockpile Exist. ABC	U	500.000	TN	4.30	2,150.00
20	Unclassified Excavation	U	420.000	CY	8.10	3,402.00
30	Place and Compact Existing ABC	U	500.000	TN	2.90	1,450.00
40	Place and Compact ABC	U	985.000	TN	24.45	24,083.25
50	57 Stone Delivered	U	2.000	LDS	500.00	1,000.00
Bid Total						\$22,085.25

Frankie took one load of 57 stone

<500.00>

New TOTAL

\$21,585.25



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Keith Hardt, P.E., Electric Director
Date: 16 November 2015
Subject: Adopt Budget Ordinance Amendment & Approve Purchase Order For NESHAP testing and EPA filing
Applicant Presentation: None
Staff Presentation: Keith Hardt, P.E., Electric Director

RECOMMENDATION

I move that the City Council adopt the attached budget ordinance amendment and approve the accompanying purchase order to Power Secure, Inc. in the amount of \$49,500.00 for engineering services related to NESHAP testing and EPA filing.

BACKGROUND AND FINDINGS

Staff was made aware by our engineer that in early November that we are due to refile our NESHAP air quality testing on five (5) of our peak shaving generators in January 2016, five (5) units in May 2016 and one (1) unit in October 2016. The accompanying purchase order covers the testing and EPA filing for all eleven (11) units. Staff recommends that all eleven (11) be completed as one project. If the unit due in October is not tested in this project the cost for that one unit will increase due to travel and expenses of the engineer.

PREVIOUS LEGISLATIVE ACTION

2015-16 Budget Ordinance.

FISCAL IMPACT

Currently Budgeted (Account: Contingency) Requires Additional Appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2015-2016**

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

Section 1. That the following account numbers in the Load Management department of the Electric Fund appropriations budget be increased or decreased in the amounts indicated to provide funding for required NESHAP compliance tests of generators:

35-90-8375-4500	Contract Services	\$ 49,500
35-90-9990-9900	Contingency	<u>(49,500)</u>
		0

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this the 23rd day of November, 2015.

MAYOR

ATTEST:

CITY CLERK

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

Requisition #: 980
PO #: Not Assigned
User Name: epruden

Date: 11/10/2015
Approved By:
Approved Code:
Total Amount: \$49,500.00
Ship To: CITY OF WASHINGTON
WAREHOUSE (ELEC)

POWER SECURE, INC.
230 CAPCOM DRIVE SUITE 107
WAKE FOREST, NC 27587

**Electric Dept
Ed Pruden 252-975-9365**

Quantity	Item Description	Project Number	Unit Price	Extended
1	NESHAP Required Emissions Testing/EPA Filing		\$49,500.00	\$49,500.00
Sub Total				\$49,500.00
Shipping				\$0.00
Tax				\$0.00
Total				\$49,500.00

Account Number	Account Description	Amount
35-90-8375-4500	CONTRACT SERVICES	\$49,500.00
Total		\$49,500.00

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
---------------	----------------------	-------------	-----------



Interactive Distributed Generation®

1609 Heritage Commerce Ct
Wake Forest, NC 27587
1-866-DG SKILL (347-5455)
Tel: 919-556-3056
Fax: 919-556-3596

Confidential & Proprietary

November 4, 2015

Mr. Ed Pruden
Utilities Support Superintendent
Washington Electric Utilities
250 Plymouth Street, Washington, NC 27889

RE: PowerSecure Interactive Distributed Generation®
Proposal for NESHAP Recurrent Performance Test
City of Washington Facilities

Dear Mr. Pruden:

We are pleased to submit this proposal to provide **Washington Electric Utilities** with PowerSecure Turnkey **NESHAP Compliance Services** on the diesel-fired internal combustion engines located at the City-owned facilities in Washington, North Carolina (the Facilities).

The test project is required by the stipulations of Table 4 to 40 CFR 63, Subpart ZZZZ – Requirements for Subsequent Performance Tests – which must occur every 3 years or 8,760 hours of operation. PowerSecure will arrange scheduling to conduct the test in accordance with those requirements. The test will be conducted with a goal of maximized mobilization, with multiple engines in the DENR Washington region, so flexibility in scheduling is necessary. This is to ensure the client with service at the best possible price.

We will provide the Services to meet and or exceed all EPA NESHAP requirements for all City-Owned/Operated sites as outlined in **Exhibit A**. **Exhibit B** includes our **Standard Terms and Conditions** for this project, including **Customer Responsibilities** to ensure a successful test upon mobilization to the Facility.

Lump Sum Capital Purchase (Initial)

1. NESHAP Emissions Testing/EPA Filing **\$49,500** (\$4,500 per site) _____

* Quote good for 30 days – Does not include sales tax

Our payment terms will be as follows:

<u>Upon</u>	<u>% of Contract</u>	<u>Terms</u>
Agreement Signing	50%	Upon Receipt of Invoice
Filing with EPA Region 4 and NC DENR	<u>50%</u>	“
Total	100%	



Interactive Distributed Generation®

1609 Heritage Commerce Ct
Wake Forest, NC 27587
1-866-DG SKILL (347-5455)
Tel: 919-556-3056
Fax: 919-556-3596

Please let us know if you have any questions. If you are in agreement with this letter and the attached exhibits, please sign in the space allotted below and return a copy to me at your earliest convenience.

Thank you again for this opportunity. We look forward to hearing from you.

Sincerely,

Kyle Butler
Director of Sales

cc: BM; DS

Accepted:

City of Washington

Date



Exhibit A
Power Secure NESHAPS Compliance Services
City of Washington, NC

Confidential and Proprietary

SCOPE OF POWERSECURE SERVICES

I. General

- A. PowerSecure (PS) will provide all services necessary on a Turnkey basis to meet or exceed EPA NESHAP requirements.
- B. PS turnkey services will include the following:
 - ✓ NESHAP-Required Emissions Testing
 - PowerSecure will utilize Environmental Source Samplers, Inc. (ESS), a VELAP-accredited stack testing service provider, for the conduct of the test and the review and reporting of all analytical results, to assure completeness, accuracy, adherence to method protocol, and compliance with NELAC quality assurance standards.
 - Testing will be conducted to demonstrate outlet concentration for Carbon Monoxide (CO) of 23 ppmvd @ 15% Oxygen (O₂), as stipulated in Table 2d for 40 CFR 63, Subpart ZZZZ.
 - Testing will be conducted utilizing EPA Method 10 for measurement of CO, and EPA Method 3a for O₂. All test procedures will conform to the requirements of ASTM D7036-04.
 - ✓ Required EPA Filing of Test Notification, Test Report and Notification of Compliance
 - 60-day preliminary notification will be submitted to NC DENR, Washington Regional Office.
 - A test protocol will be developed per the standards and requirements of the NC DENR, and submitted as required to meet state requirements.
 - The draft test report will be drafted and reviewed for comment no later than 55 days after the test event is completed, to allow time for revisions and corrections.
 - The final test report and Notification of Compliance (NOC) form will be submitted to NC DENR and EPA Region 4 no later than 60 days after test completion.
 - ✓ On-site CPMS audit and verification prior to test
 - A PowerSecure representative will perform a system audit and programming check prior to the start of the performance test, to assure that the monitor is functioning correctly and within the proper parameters.



Exhibit A
Power Secure NESHAPS Compliance Services
City of Washington, NC

Confidential and Proprietary

- ✓ PowerSecure representative on-site to monitor and record performance data
 - Engine kilowatt (kW) output will be documented via engine logs at 15-minute intervals to demonstrate that the engine is operating at the target test load of 100% +/- 10%.
 - Catalyst Inlet Temperature will be documented via the CPMS at 15-minute intervals to demonstrate compliance with the requirements to maintain between 450 and 1350 degrees F.
 - Pressure Drop will be measured across the Catalyst to determine the threshold for future operations (+2 inches H₂O of value taken during performance test).
 - The CPMS will be programmed with the new range for Pressure Drop at the conclusion of the test, prior to demobilization from the premises.

Site, Engine, and Schedule Identification

Site Identification	Street Address	Engine	Test Month
Stanadyne Unit 1	230 Clarks Neck Road	CAT 3412; 810hp; 600kW	January
Stanadyne Unit 2	230 Clarks Neck Road	CAT 3512; 1662hp; 1250kW	January
Stanadyne Unit 3	230 Clarks Neck Road	CAT 3512; 1662hp; 1250kW	January
Industrial Park	Highway 64/Page Road	CAT 3512; 1662hp; 1250kW	January
Weir Valves	330 Old Bath Highway	CAT 3412; 676hp; 350kW	January
Camfill Farr	200 Creekside Drive	CAT 3412; 817hp; 600kW	May
Impressions	234 Srings Road	CAT 3512; 1662hp; 1250kW	May
PAS-Prettl	2010 West 15 th St	CAT 3512; 1662hp; 1250kW	May
Water Treatment Plant	550 Wells Ave	CAT 3512; 1653hp; 1250kW	May
Carver Machine Works	129 Christian Service Camp Road	CAT 3408; 1220hp; 910kW	May
Washington WWTP	1399 West 2 nd St	CAT 3412; 817hp; 609kW	October



Exhibit B
PowerSecure NESHAPS Compliance Services
City of Washington, NC

POWERSECURE - CONTRACT TERMS AND CONDITIONS

1. **Description of Services**

- 1.1 Subject to the conditions set forth in this Contract, POWERSECURE agrees to furnish labor, supervision, equipment, materials, and transportation necessary to provide the services described in the attached POWERSECURE proposal (the "Work").
- 1.2 POWERSECURE shall be entitled to rely on the accuracy of any information provided by Customer, which is hereby warranted by Customer to be accurate and correct. In the event of any unforeseen costs incurred due to the inaccuracy of any such information, the compensation payable to POWERSECURE shall be equitably adjusted to compensate for any such additional costs.
- 1.3 POWERSECURE shall exercise reasonable efforts to complete the Work in accordance with the estimated schedule specified in POWERSECURE's proposal, but is not responsible for costs incurred by customer due to late delivery or completion of the Work.

2. **Services Fee and Terms of Payment**

Customer shall pay POWERSECURE the contract price specified in POWERSECURE's proposal (the "Contract Price") within 30 days from the date of completion of the Work, unless otherwise provided in POWERSECURE's proposal. If Customer fails to pay Contract Price by the due date, Customer shall be liable to POWERSECURE for any attorney fees incurred in collection of any amount due and shall pay interest to POWERSECURE on the amount past due in the amount of 1.5% per month.

Any work beyond the scope of Work described herein requested of and performed by POWERSECURE ("Additional Work") shall be billed to Customer at POWERSECURE's then current standard rates, unless otherwise agreed to in writing by the parties.

The prices for the Work and any Additional Work are exclusive of federal, state, municipal or other sales or use tax. If POWERSECURE is required by applicable law to pay or collect any such taxes on account of Work provided in fulfilling this contract, then such amount of tax and any penalties and interest thereon shall be reimbursed to POWERSECURE. Unless a Sales Tax Certificate is provided to POWERSECURE, the invoice will include a line item for sales tax.

3. **Customer's Obligations**

- 3.1 Customer shall be responsible to maintain engines in good operating conditions and able to meet required load levels of up to 90-100% max load to conform to EPA requirements for performance test. If performance test is cancelled or delayed after test crew has mobilized (Monday of scheduled test week) due to unsuitable engine performance or engine malfunction, customer may be subject to delay and/or mobilization charges up to 50% of quoted per-test price, for each and any delay and/or additional mobilizations encountered in successful completion of the performance test.
- 3.2 Customer shall be responsible to provide necessary access to and around the work site to enable POWERSECURE to perform the Services proposed herein. POWERSECURE shall have the right to suspend Work and recover additional costs in the event that there is inadequate access to the work site, or in the event that continuing with the Work might jeopardize the safety of any person or property.
- 3.3 Customer shall provide any necessary plans, specifications, drawings, or information that may be necessary or useful in the performance of the Work and any Additional Work at no cost to POWERSECURE.

4. **Permits and Regulatory Requirements**

If compliance with any laws, regulations, or ordinances of any government authority or agency, require any changes in the Work or services proposed herein, or should any permits, licenses, or approvals be required, Customer assumes the risk and responsibility for such compliance or change, or for securing such permits, licenses, and approvals from the proper authorities, and for paying any associated costs or fees, unless specifically stated otherwise within this proposal.

5. **Limitation of Liability**

The remedies set forth in this Contract are Customer's sole and exclusive remedies. Neither POWERSECURE nor its employees, its subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of or in connection with their performance or non-performance hereunder. In no event shall POWERSECURE's liability arising out of or in connection with the performance or non-performance of the Work or any Additional Work exceed the total of the Contract Price as set forth in POWERSECURE's proposal. The provisions of this Section 5 shall apply whether such liability arises in contract, tort (including negligence), strict liability, or otherwise.

6. **Insurance**

POWERSECURE represents and warrants that it has met all requirements under North Carolina law with regard to workers' compensation and automobile liability coverage.

Exhibit B
PowerSecure NESHAPS Compliance Services
City of Washington, NC

7. **Force Majeure**

In no event shall POWERSECURE be responsible for any damages arising out of any failure to perform or delay due to any cause beyond POWERSECURE's reasonable control. In such event, POWERSECURE shall be entitled to an extension of time as necessary to overcome the cause of the failure to perform or delay.

8. **Use of Subcontractors**

POWERSECURE shall be permitted to use subcontractors to perform the work specified herein. Notwithstanding the use of subcontractors, POWERSECURE shall continue to be responsible for the quality of the work and any Additional Services under the provisions of Section 4.

9. **Non-Waiver**

The failure of either party to insist upon the performance of any term or condition of this Contract or to exercise any right hereunder on one or more occasions, shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

10. **Governing Law**

The laws of the State of North Carolina shall govern this Contract, except that the North Carolina conflict-of-laws provisions shall not be invoked in order to apply the laws of another state or jurisdiction.

11. **Warranty**

11.1 **Standard PowerSecure Warranty**

POWERSECURE only warrants that the installation services performed by POWERSECURE or subcontractors as part of the Work shall be free from defects in material and workmanship for a period of two years from the completion of the Work or any Additional Work. In the event that Customer notifies POWERSECURE of any defect in materials or workmanship that is covered by this warranty within such twenty four (24) month period, POWERSECURE shall correct the defect at its own expense. POWERSECURE shall not be responsible for any problems or defects attributable to improper operation, maintenance, or use of the Work or any Additional Work, or attributable to any cause beyond POWERSECURE's reasonable control. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE, AND NO OTHER WARRANTIES OR REMEDIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, SHALL APPLY. TO THE MAXIMUM EXTENT PERMITTED, POWERSECURE HEREBY ASSIGNS TO CUSTOMER ALL EXPRESS AND IMPLIED WARRANTIES FROM THE MANUFACTURER OF ANY PARTS AND EQUIPMENT INSTALLED BY POWERSECURE AS A PART OF THE WORK (see Manufacturer's warranties for details). POWERSECURE MAKES NO ADDITIONAL WARRANTY FOR ANY PARTS OR EQUIPMENT SUPPLIED HEREUNDER. NO REPRESENTATIONS ARE MADE BY POWERSECURE WITH RESPECT TO THE QUALITY, WORKMANSHIP OR SUITABILITY OF ANY EQUIPMENT OR PARTS PROVIDED UNDER THIS CONTRACT. Except as provided in Section 8, POWERSECURE shall not be responsible for any work done by others or for any loss, damage, cost or expense arising out of or resulting from such work, unless authorized by POWERSECURE In advance.

12. **Entire Agreement**

This Contract embodies the entire agreement between POWERSECURE and Customer. Any purchase order or acknowledgement issued by Customer is issued only for administrative purposes and any additional or conflicting terms and conditions appearing therein shall be void and of no effect. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement, or understanding not set forth above. In the event of any conflict between a proposal letter and the terms of this Contract, this Contract shall control. No changes, modifications, or amendments to any terms and conditions in this Contract are valid or binding unless agreed to by the parties in writing by their authorized representatives.

Customer

Date



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Bobby E. Roberson, Interim City Manager
Date: 11/18/15
Subject: Removal of the tree adjacent to the Washington Beaufort County Chamber of Commerce
Applicant Presentation: Bobby Roberson, Interim City Manager
Staff Presentation: Bobby E. Roberson, Interim City Manager

RECOMMENDATION:

I move that the City Council authorize the Washington Beaufort County Chamber of Commerce to complete a Certificate of Appropriateness on behalf of the City. Furthermore, this application is to be approved by the Washington Historic Preservation Commission in order to remove the tree adjacent to their building. In addition, the City Council is to appropriate \$2,370.00 for the work described in the attached proposal #403.

BACKGROUND AND FINDINGS:

The Washington Beaufort County Chamber of Commerce has been making improvements to their property and the landscaper called to their attention the tree adjacent to their building, on the West side of their structure, is under stress and needs to be removed. The retaining wall is beginning to deteriorate and pieces are falling within the parking lot. Moreover, in the past several months, while outside crews have been working within this area limbs from the tree have fallen. The tree is located on city property and needs to be remove due to safety reasons. Once the existing tree is removed a replacement will be planted and the new tree recommended for the site is a Natchez Crepe Myrtle.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

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

SUPPORTING DOCUMENTS:

- Letter from County Manager, Brian Alligood
- Maps
- Estimate from Electric Director to complete the proposed project
- Bid

City Manager Review: Concur Recommend Denial No Recommendation

11/17 Date

Slade Landscaping, Inc.

380 Mill Creek Lane
Bath, NC 27808

Estimate

Date	Estimate #
11/11/2015	404

Name / Address
City of Washington-

Project

Description	Qty	Cost	Total
#1 Repair Existing retaining wall 56 square ft @ \$35.00 per ft	56	35.00	1,960.00T
#2 Add on the existing wall 30 square ft @ \$40.00	30	40.00	1,200.00T
Sales Tax		0.00	0.00
		Total	\$3,160.00

Customer Signature _____

Slade Landscaping, Inc.

380 Mill Creek Lane
Bath, NC 27808

Estimate

Date	Estimate #
11/11/2015	403

Name / Address
City of Washington-

Project

Description	Qty	Cost	Total
#1 Remove Wall 8 hrs @ \$35.00	8	35.00	280.00T
#2 Remove damaged oak & stump Remove damaged oak & stump		1,000.00	1,000.00T
Equipment Labor 1.5 hrs @ \$75.00	1.5	75.00	112.50T
General Labor 1.5 hrs @ \$35.00	1.5	35.00	52.50T
#3 Slope & Sod area behind wall Tractor Labor 1.5 hrs @ \$75.00	1.5	75.00	112.50T
General Labor 1.5 hrs @ \$35.00	1.5	35.00	52.50T
Centipede sod installed 70 yards @ \$5.50	70	5.50	385.00
#4 Install Tree Natchez Crape myrtle		375.00	375.00
Sales Tax		0.00	0.00
		Total	\$2,370.00

Customer Signature _____







November 23, 2015
Page 74 of 83

To Whom It May Concern:

The oak tree on the west side of The Chamber of Commerce building has several problems working against it.

First, the tree's root system is very constricted in the area of the retaining wall and the building's foundation.

Second, the canopy of the tree has been pruned back to try to keep it inside of an area that is not large enough for the normal growth of the tree.

Finally, there is a hollow area in the tree.

As a result of these issues, there is quite a bit of dieback and dead branches throughout the tree. These are areas of concern where disease can enter the tree and make it unhealthy and possibly die. The decline process may not be immediate, but over time, the tree will fail.

Thank You,

Eric Slade

Slade Landscaping Inc.

252-945-7572



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: November 23, 2015
Subject: Appointment to Historic Preservation Commission
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION: Historic Preservation Commission – (Larry Beeman –Liaison)

I move that the City Council appoint _____ to the Historic Preservation Commission to fill the un-expired term of **Stacey Thalmann**, term to expire June 30, 2016

BACKGROUND AND FINDINGS:

Advertisements were published for vacancies for expiring and/or vacant terms on various boards, commissions, and committees. Nominations will be made by the Council liaison (**Larry Beeman**) at the November 23, 2015 Council meeting.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Board Applications

Requested Board Historical Preservation Commission

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

NAME Andreas A. Helmers Olsen

ADDRESS 245 E. 2nd Street

PHONE (WORK) 252 943 4203 (HOME) _____

E-MAIL ADDRESS ~~astbar@~~ aolsen74@gmail.com

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

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

YEARS OF EDUCATION 13

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

IF YES, PLEASE INDICATE _____

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

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

I live in the Historic District, and I want to see it grow and be maintained.

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

7/10/15
Date


Signature

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

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

NAME William Kenner

ADDRESS 720 East Main St.

PHONE (WORK) 919-395-8761 (HOME) 919-395-8761

E-MAIL ADDRESS William.Kenner@gmail.com

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

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

YEARS OF EDUCATION 8 at LSU

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

IF YES, PLEASE INDICATE _____

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

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

Having grown up in a historic neighborhood in Nashville, TN, I have seen how historic preservation can help a community. I have restored two homes in Washington, NC and understand the process of historic preservation and the concerns of a home owner taking these steps.

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

11/16/2015
Date

William Kenner
Signature

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



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: November 23, 2015
Subject: Appointment to Recreation Advisory Committee
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION: Recreation Advisory Committee (Richard Brooks –Liaison)

I move that the City Council appoint _____ to the Recreation Advisory Committee to fill an un-expired vacant (outside) term. The term will expire June 30, 2017.

BACKGROUND AND FINDINGS:

Advertisements were published for vacancies for expiring and/or vacant terms on various boards, commissions, and committees. Nominations will be made by the Council liaison (**Richard Brooks**) at the November 23, 2015 Council meeting.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Board Application

City Manager Review: 11/19 Date Concur [Signature] Recommend Denial ____ No recommendation ____

Requested Board Recreation Advisory Committee

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

NAME Neal Dixon

ADDRESS 106 Bluegill Drive, Washington, NC 27889

PHONE (WORK) 252-258-2026 (HOME) 252-975-2456

E-MAIL ADDRESS ndixon@vthackney.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 41 YEARS

YEARS OF EDUCATION Washington High School (1992); Beaufort County Community College (1994)

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

IF YES, PLEASE INDICATE _____

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

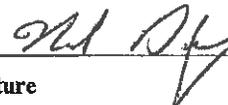
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*
See attached.

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

Date

11-18-15

Signature



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

I feel that I am qualified for this appointment due to four (4) main reasons. First, I am a life-long resident of Beaufort County, that has participated in youth athletics from the ages of 8-15 with the Optimist Club - Soccer, Little Tarheel - Baseball, and Junior Babe Ruth - Baseball. Secondly, I have served on the Washington Girls Softball League Board for the past 6 years and currently going into my seventh year. During the past six (6) years, I have served in the capacities of Vice-President and President, along with continuing as President for this upcoming year. During my tenure with softball, there has been many end roads built with baseball. Thirdly, I have a 15-year daughter that has participated in softball since the age of 4 and a 12-year old son that has participated in soccer since the age of 4. This has provided me with 19 years of experience from the parental perspective.

In conclusion, the three (3) reasons above combine for my desire to be part of a group that can impact the present and future aspects of the parks and recreation facilities in Washington. With the improvements and addition to the parks and recreation facilities in Washington, we could provide an improved environment for our current residents, kids and hopefully future generations to enjoy.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: November 23, 2015
Subject: Lift Station Pump Control Panel Purchase Order Approval
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council approve a \$39,985.63 purchase order to Island Automation P.C. to replace the pump control panels for lift stations A & B at Springs Road.

BACKGROUND AND FINDINGS:

\$40,000 is budgeted for this project. Four invitations to bid were solicited and Island Automation was the only responsive bidder.

PREVIOUS LEGISLATIVE ACTION

FY 2015-2016 Budget

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Requisition

City Manager Review: BSW Concur _____ Recommend Denial _____ No Recommendation

11/19 Date

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

Requisition #: 994
PO #: Not Assigned
User Name: awaters

Date: 11/13/2015
Approved By:
Approved Code:
Total Amount: \$39,985.63
Ship To: CITY OF WASHINGTON
WAREHOUSE (PW)

ISLAND AUTOMATION P.C.
145 SETH THOMAS LANE
SWANSBORO, NC 28584

**PUBLIC WORKS
WATER RESOURCES
ADAM WATERS
252-975-9310**

Quantity	Item Description	Project Number	Unit Price	Extended
1	REPLACE PUMP CONTROL PANELS FOR LIFT STATIONS AT SPRING ROAD A&B AS QUOTED 11/6/2015		\$39,985.63	\$39,985.63

Sub Total	\$39,985.63
Shipping	\$0.00
Tax	\$0.00
Total	\$39,985.63

Account Number	Account Description	Amount
32-90-8230-7400	EQUIPMENT PURCHASES	\$39,985.63
Total		\$39,985.63

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
---------------	----------------------	-------------	-----------