



JULY 23, 2012
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from June 11, 18 & 25, 2012 **(page 4)**

Approval/Amendments to Agenda

Presentation: Certificate of Achievement for Excellence in Financial Reporting

- I. Consent Agenda:
 - A. Approve – Purchase Orders >\$20,000 **(page 45)**
- II. Comments from the Public:
- III. Public Hearing on Zoning: **6:00 PM**
 - A. None –
- IV. Public Hearing – Other:
 - A. Delay Adoption – Delay Adoption of the Annexation Ordinance to extend the City of Washington corporate limits for non-contiguous property owned by Eastern Pride, Inc. until the approval of an annexation agreement with the Town of Washington Park **(page 48)**
- V. Scheduled Public Appearances:
 - A. Penny Sermons & Lloyd Ballance – Beaufort County Tricentennial Celebration – updates
- VI. Correspondence and Special Reports:
 - A. Memo – Load Management Device Installation Report **(page 55)**
 - B. Memo – Water and Sewer Budget Transfer **(page 56)**
 - C. Memo – Reporting of reallocation of funding – General Fund, Water Fund, Sewer Fund, Storm Water Fund, and Electric Fund **(page 59)**
- VII. Reports from Boards, Commissions and Committees:
 - A. Human Relations Council **(page 61)**
 - B. Financial Reports **(emailed as available)**



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- VIII. Appointments:
- A. Appointments – to Various Boards, Commissions, and Committees **(page 63)**
- IX. Old Business:
- A. Award/Amend – Demolition contract for the structure located at 507 West 2nd Street **and** Amend the Budget Ordinance **(page 80)**
- X. New Business:
- A. Accept/Authorize/Adopt – Grant Award **and** Authorize City Manager to sign grant agreement **and** Adopt Project Budget Ordinance **(page 86)**
- B. Adopt – Electric Rate Schedules **(page 121)**
- C. Adopt – Budget Ordinance Amendment for Oxidation Ditch Repairs at the Wastewater Treatment Plant **(page 127)**
- D. Authorize – Mayor to sign the Conveyance of Sewer Force Main Improvements (Alderbrook Pointe L.P.) **(page 131)**
- E. Approve – Classification and Pay Grade Changes **(page 135)**
- F. Adopt – Final Budget Ordinance and Project/Grant Ordinance Amendments for FY 11/12 **(page 144)**
- G. Authorize – City Manager to sign “An Agreement to Provide Professional Consulting and Related Services” with Retail Strategies, LLC **(page 147)**
- XI. Any Other Items From City Manager:
- A. None
- XII. Any Other Business from the Mayor or Other Members of Council
- A. Appoint – Fee Review Sub-committee
- B. Discussion – Removing 2 stop signs at Martin Luther King (4th & Gladden Street) to make it a 4-way stop
- C. Discussion – of internet café/sweepstakes



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- D. Discussion – Playground equipment at Beebe Park
- E. Discussion – League Advocacy Goals
- F. Discussion – Economic Development By-laws
- XIII. Closed Session – Under § NCGS 143-318.11(a)(4) Economic Development, under § NCGS 143-318.11 (a)(3) Attorney Client, under § NCGS 143-318.11(a)(1) disclosure of confidential information and under § NCGS 143-318.10 (e) the public records act
- XIV. Adjourn – Until Monday, August 13, 2012 at 5:30 pm, in the Council Chambers at the Municipal Building.

The Washington City Council met in a regular session on Monday, June 11, 2012 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Bobby Roberson, Mayor Pro tem; Josh Kay, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Chief Financial Officer; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Planning Director; Stacy Drakeford, Interim Fire and Police Services Director; Susan Hodges, Human Resources Director and Mike Voss, Washington Daily News.

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

APPROVAL OF MINUTES

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved the minutes of May 7, 8, 14, & 29, 2012 as presented.

RETIREMENT - PHILIP W. MOBLEY, DIRECTOR OF PARKS & RECREATION

The plaque reads: "The Mayor and City Council of the City of Washington does hereby acknowledge and congratulate Philip W. Mobley, Director of Parks & Recreation on his retirement after thirty-seven years of dedicated and heartfelt service to the City of Washington. January 29, 1975 - July 1, 2012."



APPROVAL/AMENDMENTS TO AGENDA

City Manager, Josh Kay requested the following amendments to the agenda:

1. Move from Public Hearing Other to X.F: Adopt – Resolution Fixing Date For Public Hearing On The Non-Contiguous Annexation Of The Eastern Pride, Inc.
2. Add: X.G: Stell Et Vella Dock Agreement
3. Remove: X.D Adopt – Resolution Of Intent To Close Charlotte Street Between Park Drive And Willow Street

- 4. Remove from Consent Item G: Requisition #11376, \$20,000 to Rivers & Associates for grant and loan administration of the Main & Respass lift station project, account 73-90-8000-0400.
- 5. Add: Under Closed Session 143-318.11 (a)(3)Attorney/Client Privilege
- 6. Correction: Adjournment date is June 25, 2012 not, July 23, 2012.

Mayor Jennings requested to amend the agenda by adding Item XII. Estuarium Update.

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

Mayor Pro tem Roberson further requested that Consent Item E. Adopt – Budget Ordinance For The Vision 100 Airport Grant be removed from the consent agenda and was subsequently placed as New Business X.J.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, the agenda was approved as further amended.

CONSENT AGENDA

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council approved the consent agenda as amended.

A. Award – Major Sandy Blizzard his Police Shield and Service Weapon upon retirement

NORTH CAROLINA
BEAUFORT COUNTY

**REQUEST FOR AND ACCEPTANCE OF TRANSFER OF SHIELD
AND SERVICE SIDE ARM OWNERSHIP AND RELEASE**

Know all persons by these presents, I, the undersigned, do hereby request and accept ownership of my shield and service side arm, Glock Model #21, Serial #DHF625US, heretofore the property of the Washington Police Department and the City of Washington, upon my retirement on July 1, 2012.

I hereby verify that I have/will secure any license or permit required by North Carolina General Statute § 14-402 et seq, § 14-409.1 et seq, and/or any other applicable law.

Upon execution of this document and in consideration of said transfer of ownership, which consideration is acknowledged to be sufficient and legally binding, I do for myself, my heirs, executors, personal agents, personal representatives, administrators, successors and assigns, hereby unconditionally release, hold harmless, indemnify, acquit, and forever discharge the Washington Police Department, the City of Washington, and their respective present and former employees and elected officials, in both their individual and official capacities; agents; representatives; attorneys; insureds; successors; and assigns; and each of them, respectively, of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, losses, penalties, attorney's fees, and all consequential, general, special, and punitive damages or liabilities, of every kind, known or unknown, on account of, arising from, or in any way related to or growing out of said transfer of ownership, my subsequent ownership, and any subsequent action or conduct related thereto.

This the 13th day JUNE, 2012.

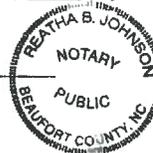
 (SEAL)
SANDY BLIZZARD

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, Reatha B. Johnson, a Notary Public of the County and State aforesaid, certify that SANDY BLIZZARD, who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 13th day of June, 2012.


Notary Public



My Commission Expires: 12/14/2014

July 23, 2012

NORTH CAROLINA
BEAUFORT COUNTY

BILL OF SALE

THIS BILL OF SALE is made and entered into as of the 1st day of July, 2012, from the CITY OF WASHINGTON, a North Carolina municipal corporation, (hereinafter referred to as the "City") to SANDY BLIZZARD, an individual and Major with the City of Washington Police Department, (hereinafter referred to as "Major Blizzard").

WITNESSETH

WHEREAS, North Carolina General Statute § 20-187.2(a) authorizes the governing body of a municipal law-enforcement agency, upon request and in its discretion, to award the badge, at no cost, and the service side arm, at a price to be determined by the governing body, of a retiring member of the municipality's law-enforcement agency upon said retiring member securing a permit for said service side arm as may be required by North Carolina General Statute § 14-402 et seq. or North Carolina General Statute § 14-409.1 et seq.

WHEREAS, Major Blizzard is retiring from the City of Washington Police Department after more than 28 years of valuable service to its citizens as of July 1, 2012.

WHEREAS, Major Blizzard has requested that he be allowed to take ownership of his shield and service weapon, a Glock Model #21, Serial #DHF625US, upon his retirement.

WHEREAS, in consideration of the foregoing, including but not limited to Major Blizzard's 28 years of valuable service, the City Council has declared said shield and service weapon surplus property, waived any public notice, and hereby conveys title to said shield and service weapon to Major Blizzard.

NOW THEREFORE, the City, in return for valuable consideration, including but not limited to Major Blizzard's 28 years of valuable service as well as Major Blizzard's obtaining any permit required by North Carolina General Statute § 14-402 et seq., North Carolina General Statute § 14-409.1 et seq., and/or any other applicable law, the receipt and legal sufficiency of which consideration is hereby acknowledged by the City, has bargained and sold, and does, by this instrument, bargain, sell, and convey to Major Blizzard, his successors and assigns, said shield and service weapon.

TO HAVE AND TO HOLD said shield and service weapon in fee simple subject to Major Blizzard obtaining as well as maintaining any permit required by North Carolina General Statute § 14-402 et seq., North Carolina General Statute § 14-409.1 et seq., and/or any other applicable law, and executing the attached Request For and Acceptance of Transfer of Shield and Service Side Arm Ownership and Release.

The City covenants that it is seized of said shield and service weapon in fee, that it has the right to convey the same pursuant to this Bill of Sale, that the property is free and clear of all liens and encumbrances, and that it will warrant and defend the title to the same against the lawful claims of any person.

IN WITNESS WHEREOF, the City has duly executed this Bill of Sale pursuant to proper authority duly given, as of the date and year first above written.

ATTEST:

Cynthia S. Bennett
CYNTHIA S. BENNETT, City Clerk



COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

I, Reatha B. Johnson, a Notary Public of the State and County aforesaid, certify that Cynthia S. Bennett personally appeared before me this day and acknowledged that she is City Clerk of the City Of Washington, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by N. Archie Jennings, III, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 13 day of June, 2012.

Reatha B. Johnson
NOTARY PUBLIC

My Commission expires: 12/31/2012



B. Declare Surplus/Authorize – Electronic auction of vehicle through Govdeals

<u>Vehicle Number</u>	<u>Make/Model Description</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
#604	1995 Ford 210HP Model F800	1FDXF80E5SVA02349	135,603
	1995 Altec AA600 Body	1FDXF80E5SVA02349	

C. Approve – Application by Washington Fire Department for the 2012 FEMA Assistance to Firefighters Grant

D. Adopt – Budget Ordinance Amendment for fuel farm repairs for the fueling system at the City Garage

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2011-2012

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 \$10,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-20-4250-1600, Maint/Repair Equipment, Equipment Services portion of the General Fund appropriations budget be increased in the amount of \$10,000 to provide funds for emergency repairs of the fueling system.

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

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

Adopted this the 11th day of June, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

E. (Moved To New Business X.J) Adopt – Budget Ordinance for the Vision 100 Airport Grant

F. Adopt – Budget Ordinance Amendment for Hurricane Irene- Cemetery Fund

**AN ORDINANCE TO AMEND THE BUDGET
ORDINANCE OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

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

Section 1. That the Estimated Revenues in the Cemetery Fund be increased in the amount of \$8,000 in the account FEMA Funds - Irene, account number 39-90-3350-0013.

Section 2. That account number 39-90-4740-5730, Hurricane Irene Expenses, Cemetery Fund portion of the Cemetery Fund appropriations budget be increased in the amount of \$8,000 to cover hurricane expenses.

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

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

Adopted this the 11th day of June, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

G. Approve – Purchase Orders >\$20,000
*(removed from agenda) Requisition #11376, \$20,000 to Rivers & Associates for grant and loan administration of the Main & Respass lift station project, account 73-90-8000-0400.

*Requisition #11385, \$24,959 to Clarke Power Services for a lift station generator, account 32-90-8230-7400.

COMMENTS FROM THE PUBLIC

Jim Chesnutt, President/CEO of National Spinning Company and Chairman of Committee of 100 asked Council to carefully consider its relationship with the Beaufort County Economic Development Commission. The city's proposed budget for FY2012-2013 allocates \$60,000 to the EDC. The city's current budget FY2011-2012 appropriated \$91,780 to the EDC.

Mr. Chesnutt commended City Manager Josh Kay and city staff for doing a great job on the proposed city budget, but expressed concern about the reduction in the city's allocation to the EDC. He stated he was not going to beg to put the funding back, but asked Council to give deep thought about the groundwork that has been laid in this county to begin to do some economic development, to try to find some jobs.

Mr. Chesnutt continued his discussion and elaborated on the economic-development climate in the area. He stated that one of the area's drawbacks when it comes to major economic-development opportunities is that it's not ideally suited for distribution. "Raleigh has done us a huge disservice over a number of years by not doing something about (U.S.) Highway 17. I encourage this council to continue to work with the committee trying to get Highway 17 four-lane from Virginia to (South Carolina)."

Mayor Pro tem Roberson, said Mr. Chesnutt made some good points and further explained that the City is preparing to enhance its existing economic-development strategies. One thing the city can do to improve its economic-development chances is to make sure adequate infrastructure is in place to accommodate such development, whether it be a new industry or helping an existing business to expand.

Dot Moate came forward tonight as a spokesperson for several downtown merchants regarding festivals/events held downtown and the complaints they had. She also expressed concerns with parking on Main Street during festivals/events and that the parking time limits should be enforced. She said we need to do something to encourage people to come downtown to shop/dine at the small businesses.

Beth Byrd, WHDA explained that she and the City Manager are working on scheduling meetings (Coffee with Council) between the Council and the merchants.

ADOPT – ORDINANCE TO AMEND ARTICLE V, HOUSING, OF THE CODE OF ORDINANCES TO UPDATE THE MINIMUM HOUSING CODE

Mayor Jennings opened the public hearing. John Rodman, Planning Director explained the request has been made by the City of Washington Planning Department for a text amendment to Article V Housing, of the Washington Zoning Code of Ordinances in order to update the Minimum Housing Code. The Planning Board voted 7-0 to recommend to City Council to approve the text amendment. Mr. Rodman noted the amendments make the ordinance more consistent with state statutes.

Mayor Pro tem Roberson expressed concern with enforcement of “moral aspects of housing” as stated in the ordinance as well as the need to cross reference the ordinance with the flood ordinance. Mr. Rodman noted the wording comes directly from state statute. Councilman Mercer also noted the same concerns and suggested that Council needs to spend more time reviewing the proposed changes. Councilman Mercer also commented on the method used for valuing the property, whether it be tax value or appraised value. Mr. Rodman said tax value is the value of the property used, if the homeowner is not satisfied with the tax value, the homeowner has the opportunity to obtain a certified appraisal. Councilman Moultrie felt it would be unfair or an invasion of personal space to legislate morality. Mr. Rodman explained that temporary housing would have to comply with the Minimum Housing Code as well. Councilman Brooks inquired about someone making repairs of more than 50% of the value of the home, would they be allowed to do that? Mr. Rodman explained yes, every house is repairable and we welcome the repairs as it keeps the property on the tax role. Franz Holscher, City Attorney explained the wording of this document came straight from state statute and if Council wants to remove any wording, it would not impair the validity of the ordinance.

There being no further comments from the public, Mayor Jennings closed the public hearing. No action was taken on the ordinance at this time.

Staff will obtain clarification on the above mentioned concerns and Council will forward any remaining questions to staff. Mr. Holscher stated Council has satisfied the public hearing requirement for the ordinance amendment.

WHDA – 4TH OF JULY PLANS AND THE MOTOWN CONCERT IN SEPTEMBER

Beth Byrd and Mac Hodges, WHDA explained to Council their requested needs for the 4th of July celebration as well as the Motown concert on September 15th.

Ms. Byrd requested confirmation from Council for the city’s continued support in the following areas for the 4th of July celebration: fireworks, police/fire services, electrical needs, public works/trash removal and insurance coverage/park rental. WHDA will be responsible for: porta-johns, entertainment and amplification fees as well as providing volunteers for the event. Mr. Kay noted the rules for Festival Park state that no vehicles will be allowed on the grass and that vendors needing electricity will remain placed near the Chamber as in the past. Kristi Hardison, Events and Facilities Manager explained that Lee Chevrolet sponsored the fireworks several years ago, but the Council approved funding for fireworks in FY11-12 and they are also included in the proposed FY12-13 budget. Lee Chevrolet has provided WHDA with funding to pay for the entertainment. Council agreed to continue with the same level of support as last year.

Ms. Byrd explained the Motown Concert is logistically identical to the Beach Music Festival. The request includes a beer garden with appropriate wrist bands to designate drinking age. Mr. Hodges requested the reservation of the two boat slips located behind the Belle of Washington, blocking off the promenade and the parking of a camper on the grass behind the stage for entertainers.

Mr. Kay stated that Council has passed rules and regulations for Festival Park and staff will follow that, any deviations will need approval by Council.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council approved a beer garden with the use of wrist bands for the Motown Concert on September 15th. Motion passed 3-2 with Councilman Mercer and Mayor Pro tem Roberson opposing.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council approved closing the promenade from 1:00pm-7:00pm for the Motown Concert on September 15th.

By motion of Councilman Mercer, seconded by Councilman Brooks, Council approved the reservation of the two boat slips behind the Belle of Washington.

Parking a camper on the grass – no motion was made and the request was not approved.

MEMO – CONTRACTS FOR PETROLEUM PRODUCTS

Council accepted the memo as written.

The purpose of this request is to inform Council of contract commitments for petroleum product requirements for the City from July 1, 2012 through June 30, 2013.

Contract awarded as follows:

	<u>Vendor</u>	<u>OPIS</u>	<u>Margin</u>	<u>Cost per Gallon</u>	<u>Estimated Usage</u>
A.	<u>F. Ray Moore</u>				
	Diesel 40 Cetane (Tankwagon)	\$3.1945	\$.1845	\$3.3790/gal	\$454,475.50
	E10 Gasohol 87 Octane (Tankwagon)	\$2.8687	\$.2403	\$3.1090/gal	\$ 4,663.50
B.	<u>Pitt Country Mart</u>				
	B5 Bio-Diesel (Transport)	\$3.1797	\$.0604	\$3.2401/gal	\$259,208.00
	Kerosene 1-K Grade (Tankwagon)	N/A	N/A	\$4.0290/gal	\$ 5,237.70
C.	<u>Petroleum Traders</u>				
	Gasohol, E10 (Transport)	\$2.8687	\$.0063	\$2.8750/gal.	\$575,000.00
TOTAL					\$1,298,584.70

Price fluctuations will be governed by the bid margin above or below the OPIS Average Rack price for the commodity on the day May 4, 2012 at Selma, NC. The City will pay the Average Rack price for the commodity on the day of delivery plus or minus the margin bid on May 24, 2012.

BID TABULATION

Bid for: Petroleum Products
 Opened: 2:00 PM, Tuesday
 May 22, 2012

Item	Petroleum Product	Jemigan	Great Lakes	Pitt Country Mart	Petroleum Traders	Mansfield	F. Ray Moore	Potter Oil & Tire	Red Star
1	Gasohol, E10, (Transport)	\$2.9216	\$2.9191	\$2.9191	\$2.8750	\$2.9237	\$2.9604	\$2.9311	\$2.9888
2	Gasohol 87 Octane (Tankwagon)		\$3.0687	\$3.1687		\$3.1580	\$3.1090		
3	Diesel 40 Cetane (Tankwagon)		\$3.3945	\$3.4245		\$3.4738	\$3.3790	\$3.3945	
4	B5 Bio-Diesel (Transport)		\$3.2401	\$3.2401		\$3.2431	\$3.2990	\$3.2501	\$3.4210
5	Kerosene 1-K Grade (Tankwagon)			\$4.0290					

Recommendation: I recommend we purchase E10 gasohol from Petroleum Traders. Diesel tankwagon and Gasohol tankwagon from F Ray Moore. B5 Bio Diesel and Kerosene from Pitt Country Mart. Great Lakes decided due to the low volume not to accept Gasohol tankwagon.

Signed: Michael Whaley

HUMAN RELATION.S COUNCIL

Council accepted the memo as written.

Scheduled Public Appearances: – Mr. Alvin Powell addressed the Board concerning exploring a Police Athletic League (PAL). Mr. Powell explained the program and voiced he was seeking support from the Human Relations Council and not requesting funding at this time.

By motion of Vice Chairwoman Cherry, seconded by Board member Barr, the Board voted to endorse/support the Police Athletic League (PAL) program.

Report – Multicultural Festival 2012 – Board member Howard and Cherry met with Mr. Joey Toler and Mr. Toler suggested the Human Relations Council be the presenters this year for the Multicultural Festival. Mr. Toler and former Board member Castro will support the Human Relations Council in their endeavors to sponsor the program. The rental fee for the Civic Center will be \$250 should the Board wish to make a deposit.

Vice chairwoman Cherry suggested we begin seeking financial sponsors. Chairman O’Pharrow directed committee members (Board member Cherry and Howard) to keep the Board updated.

Discussion – reorganization of Boards, Committees and Commission – frequency of meetings, and annual events – Vice chairwoman Cherry voiced we have a full agenda every month with Chairman O’Pharrow being in agreement. Chairman O’Pharrow suggested going to a paperless agenda to help defray cost.

By motion of Vice Chairwoman Cherry, seconded by Board member Barr, the Board agreed to continue to meet monthly.

FYI – items addressed at this time – inclusive of April report to City Council and contribution received for Washington Housing Authority & Holland Consulting Planners.

LOAD MANAGEMENT DEVICE INSTALLATION REPORTS FOR APRIL AND MAY

Councilman Mercer requested the number of available switches remaining in stock for load management.

Load Management Device Installation Report

Project Start Date : October 2010

	April 2012	Project to Date
Total Load Management Device Installations	64	1353
Total Accounts Added with Load Management	55	1038
Appliances Control Installations		
Air Conditioner / Heat Pump	59	1092
Auxiliary Heat Strip	38	514
Electric Furnace	7	221
Water Heater	45	826
Total Encumbrances to Date		
Load Management Devices		\$66,550
Contractor Installations		\$150,000
Total Project Encumbrances		\$216,550
Total Expenses to Date		
Load Management Device Purchases		\$66,550
Contractor Installation Expenses	\$13,795	\$143,710
Total Project Expenses		\$210,260
Average Cost per Load Management Device Installed		\$155.40
Average Installed Cost per Controlled Appliance		\$79.25
Load Management Devices Remaining in Stock	147	

Load Management Device Installation Report

Project Start Date : October 2010

	May 2012	Project to Date
Total Load Management Device Installations	25	1378
Total Accounts Added with Load Management	25	1063
Appliances Control Installations		
Air Conditioner / Heat Pump	25	1117
Auxiliary Heat Strip	25	539
Electric Furnace	0	221
Water Heater	25	851
Total Encumbrances to Date		
Load Management Devices		\$66,550
Contractor Installations		\$150,000
Total Project Encumbrances		\$216,550
Total Expenses to Date		
Load Management Device Purchases		\$66,550
Contractor Installation Expenses	\$4,000	\$147,710
Total Project Expenses		\$214,260
Average Cost per Load Management Device Installed		\$155.49
Average Installed Cost per Controlled Appliance		\$78.54
Load Management Devices Remaining in Stock	122	

FINANCIAL REPORTS (EMAILED AS AVAILABLE)

No comments were made regarding the financial statements.

RECESS: 6:40pm-6:45pm

APPOINTMENTS – TO VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES

A. Planning Board

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council reappointed Steve Moler to the Planning Board, term to expire June 30, 2015.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council reappointed John Tate to the Planning Board, term to expire June 30, 2015.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council reappointed Dot Moate to the Planning Board, term to expire June 30, 2015.

B. Enlarged Planning Board –

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council reappointed Marie Freeman Barber to the Enlarged Planning Board, term to expire June 30, 2015.

C. Board of Adjustment

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council reappointed Derik Davis to the Board of Adjustment, term to expire June 30, 2015.

D. Enlarged Board of Adjustment –

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council reappointed **Tim Cashion** to the Enlarged Board of Adjustment, term to expire June 30, 2015, subject to the concurrence of the Beaufort County Board of Commissioners.

E. Board of Library Trustees (appointments continued until July 23rd)**F. Recreation Advisory Committee -**

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council reappointed Deborah Carter to the Recreation Advisory Committee (inside) term to expire June 30, 2015.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council appointed Monica Ferrari to the Recreation Advisory Committee (inside) to fill the expiring term of Erick Green, term to expire June 30, 2015.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council reappointed Russell Morgan to the Recreation Advisory Committee(outside) term to expire June 30, 2015.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council appointed Michele Oros to the Recreation Advisory Committee(outside), to fill the unexpired term of Tim Ware term to expire June 30, 2013.

G. Historic Preservation Commission -(appointments continued until July 23rd)**H. Washington Tourism Development Authority -**

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council reappointed William Zachman to the Washington Tourism Development Authority, term to expire June 30, 2015.

I. Human Relations Council –

By motion of Councilman Pitt, seconded by Councilman Brooks, Council appointed Keisha Jennette to the Human Relations Council to fill the unexpired term of Derik Davis, term to expire June 30, 2013.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council appointed Remanda St. Clair to the Human Relations Council to fill the expiring term of F. Susan Murrell, term to expire June 30, 2015.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council reappointed Emma Howard to the Human Relations Council, term to expire June 30, 2015.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council appointed Eltha Booth to the Human Relations Council to fill the expiring term of Wanda Harvey, term to expire June 30, 2015.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council appointed Philip Ryals to the Human Relations Council to fill the expiring term of Melita Davis, term to expire June 30, 2015.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council appointed Beatrice Burgess to the Human Relations Council to fill a vacant position, term to expire June 30, 2015.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council appointed Allen Hughes to the Human Relations Council to fill a vacant position, term to expire June 30, 2015.

J. Animal Control Appeal Board – (appointments continued until July 23rd)

K. Washington Electric Utilities Advisory Commission – (continued until July 23rd)

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

Mayor Jennings reappointed Donald Sadler as a member of the Washington Housing Authority, term to expire June 30, 2017.

Mayor Jennings reappointed Wanda Harvey as a member of the Washington Housing Authority, term to expire June 30, 2017.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council concurred with the Mayor's reappointment of Donald Sadler and Wanda Harvey to the Washington Housing Authority.

**ADOPT – WATER RATES FOR LARGE COMMERCIAL CUSTOMERS PER
CHAPTER 38, SECTIONS 47 – WATER RATES AND BILLS**

Mr. Kay explained this item was discussed during a prior meeting and the new rates for the two large commercial customers will become effective July 1st. Mr. Allen Lewis, Public Works Director explained in his Council request that while completing forms for our water use permit with the Division of Water Resources, we needed to document our water conservation plans which included a conservation based rate structure. Conservation rate structures do not

include a decreasing-block rate which we currently have in place. Under our current rate structure the unit price actually decreases as the volume increases. The flat rate structure proposed will meet the requirements of 15A NCAC 02E.0502 regarding conservation measures. Per Sections 38-47 of the City Code, water rates shall be reviewed and adjusted by City Council as needed.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted the new water rates for two large commercial customers with an effective date of July 1, 2012.

		EFFECTIVE 7-1-12 WATER - 0 DECLINE RA SEWER - NO CHANGE
WATER SERVICE - INSIDE CITY		
	COMMODITY (USAGE) CHARGES	0.03412
	*2 LARGE COMMERCIAL USERS - 7/1/2012 TO 7/1/2015	0.03054
CUSTOMER CHARGES FOR METER SIZE		
WA	W 10 RESIDENTIAL - ALL	\$6.18
WA	W 11 COMMERCIAL - 3/4" METER	\$6.18
WA	W 1C CHURCH - 3/4-1" METER	\$6.18
WA	W 12 COMMERCIAL - 1" METER	\$14.71
WA	W 13 COMMERCIAL - 1.5" METER	\$29.41
WA	W 14 COMMERCIAL - 2" METER	\$47.06
WA	W 15 COMMERCIAL - 3" METER	\$94.12
WA	W 16 COMMERCIAL - 4" METER	\$147.07
WA	W 17 COMMERCIAL - 6" METER	\$294.13
WA	W 18 COMMERCIAL - 8" METER	\$470.60
WA	*WL6 COMM. - 4" METER - BC HOSPITAL	\$147.07
	Acct # 2051000.0098 - BECOMES W16 ON 7/1/2015	
WA	*WL7 COMM. - 6" METER - FLANDERS	\$294.13
	Acct #2019500.0098 - BECOMES W17 ON 7/1/2015	
	MINIMUM CHARGE FOR 3/4" METER-UP TO 250 CU.FT.	\$14.71
SEWER SERVICE - INSIDE CITY		
	COMMODITY (USAGE) CHARGES	
	FIRST 50,000 CUBIC FEET	0.04342
	OVER 50,000 CUBIC FEET	0.03751
	FIRST 50,000 CUBIC FEET	0.04756 *Industrial Pretreatment
	OVER 50,000 CUBIC FEET	0.04165 *Industrial Pretreatment
CUSTOMER CHARGES FOR METER SIZE		
SW	S10 RESIDENTIAL-ALL	\$7.76
SW	S11 COMMERCIAL - 3/4" METER	\$7.76
SW	S1C CHURCHES-ALL SIZES	\$7.76
SW	S12 COMMERCIAL - 1" METER	\$19.38
SW	S13 COMMERCIAL - 1.5" METER	\$38.78
SW	S14 COMMERCIAL - 2" METER	\$61.98 *
SW	S15 COMMERCIAL - 3" METER	\$123.99 *
SW	S16 COMMERCIAL - 4" METER	\$193.77 *
SW	S17 COMMERCIAL - 6" METER	\$387.47 *
SW	S18 COMMERCIAL - 8" METER	\$619.95 *
	MINIMUM CHARGE FOR 3/4" METER-UP TO 250 CU.FT.	\$18.60
	*NON-DOMESTIC CUSTOMERS WITH 2" OR GREATER METER SIZE-INDUSTRIAL PRETREATMENT	
	ADMINISTRATIVE FEE ADDED TO COMMODITY CHARGE	0.00414

ADOPT – ELECTRIC RATES SCHEDULES

Mr. Kay summarized the request for Council and noted that during the fiscal year 2012-13 budget discussion in May the City Council directed staff to amend the existing Residential Electric Service Schedules to reflect a 1% rate reduction for all service billed on or after 1 July 2012. The reduction in electric sales revenue of \$202,550 associated with this rate adjustment has been included in the proposed Electric Fund fiscal year budget for 2012-13.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council amended the Residential Electric Service Schedule RS1/RS3 and the Residential Electric Service Schedule RT1/RT3 to be effective for electric service billed on or after July 1, 2012.

WASHINGTON ELECTRIC UTILITIES
Washington, North Carolina

Washington Electric Utilities

Schedule RT1/RT3, continued

Residential Service - Inside Corporate Limits
(Schedule RT1 / RT3)

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

CONTRACT PERIOD

Open Order.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the City of Washington contained in the City Code of Ordinances.

Meters may be read in units of 10 kWh and bills rendered accordingly.

AVAILABILITY

Service under this Schedule is available for separately metered and billed supply of electricity to single family residences, including residential farms where the farm uses are not taken through a separate meter, and common area residential lighting strictly used for residence owned decorative or security lighting for electric service delivered to premises located within the corporate limits of the City of Washington.

This Schedule is not available for (a) individual motors rated over 15 hp, (b) commercial use as in hotels, schools, institutions, public inns, motels, auto courts, tourist camps, trailer camps, and commercial, roadway, or billboard decorative and security lighting, (c) separately metered accessory buildings or equipment on residential property not suitable for residential use (other than small storage buildings expressly used for lawn and garden supplies and equipment), or (d) bulk barns and other seasonal high use facilities.

TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, two or three wire service or three-phase three wire or four wire service at standard voltages of 240 volts or less are available under this Schedule.

MONTHLY RATE

Customer Charge:	
Single Phase	\$ 8.43 per month
Three Phase	\$ 17.59 per month

Energy Charge:	
All kWh	\$ 0.124502 per kWh

WHOLESALE POWER COST ADJUSTMENT

All kilowatt-hours billed under this Schedule will be subject to Wholesale Power Cost Adjustments, if any, to recover wholesale power costs fully.

WASHINGTON ELECTRIC UTILITIES
Washington, North Carolina

Washington Electric Utilities

Schedule RS1/RS3, continued

Residential Service - Outside Corporate Limits
(Schedule RS1 / RS3)

CONTRACT PERIOD

Open Order.

AVAILABILITY

Service under this Schedule is available for separately metered and billed supply of electricity to single family residences, including residential farms where the farm uses are not taken through a separate meter, and common area residential lighting strictly used for residence owned decorative or security lighting for electric service delivered to premises located outside the corporate limits of the City of Washington.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the City of Washington contained in the City Code of Ordinances.

Meters may be read in units of 10 kWh and bills rendered accordingly.

This Schedule is not available for (a) individual motors rated over 15 hp, (b) commercial use as in hotels, schools, institutions, public inns, motels, auto courts, tourist camps, trailer camps, and commercial, roadway, or billboard decorative and security lighting, (c) separately metered accessory buildings or equipment on residential property not suitable for residential use (other than small storage buildings expressly used for lawn and garden supplies and equipment), or (d) bulk barns and other seasonal high use facilities.

TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, two or three wire service or three-phase three wire or four wire service at standard voltages of 240 volts or less are available under this Schedule.

MONTHLY RATE

Customer Charge:	
Single Phase	\$ 8.88 per month
Three Phase	\$ 18.52 per month
Energy Charge:	
All kWh	\$ 0.131055 per kWh

WHOLESALE POWER COST ADJUSTMENT

All kilowatt-hours billed under this Schedule will be subject to Wholesale Power Cost Adjustments, if any, to recover wholesale power costs fully.

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

**ADOPT/AWARD – ORDINANCE TO CONDEMN AS UNSAFE THE STRUCTURE
LOCATED AT 507 WEST 2ND STREET AND AWARD THE DEMOLITION
CONTRACT**

Josh Kay, City Manager reviewed the request with Council. He stated there are two motions included in the request: (1) to condemn the structure at 507 West Second Street (2) approve bid to demolish the structure. It was further noted that two bids were received:

- Armstrong Incorporated \$9,400*
- St. Clair Trucking \$23,000

*Armstrong Incorporated's bid was rejected as an insufficient bid: after bids were opened Armstrong Incorporated claimed that Tipping Fees were not included in their original bid. They claimed an additional \$5,000+ would need to be included in their bid proposal.

Mr. Kay stated staff's recommendation is to approve the condemnation of the structure and either accept the only sufficient bid of \$23,000 from St. Clair Trucking or direct staff to rebid the project.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted the ordinance condemning the structure located at 507 West 2nd Street as unsafe and demolish and remove the structure.

Council by consensus agreed to rebid the project. Mr. Kay explained there are not sufficient funds budgeted in the current budget, nor in the proposed budget. Funding would have to be taken from reserves. The proposed budget only had \$10,000 allotted for demolition.

AN ORDINANCE FINDING THAT THE STRUCTURE DESCRIBED HEREIN IN THE CITY OF WASHINGTON IS CONDEMNED AS UNSAFE AND DIRECTING THAT IT BE DEMOLISHED

WHEREAS, the City Council of the City of Washington finds that the structure having an address of 507 West 2nd Street, Washington, North Carolina and being owned by the City of Washington is condemned as, among other things, unsafe pursuant to North Carolina General Statute § 160A-441 and that all applicable statutory provisions have been complied with as a condition of the adoption of this Ordinance.

WHEREAS, the structure should be demolished and removed as directed by the Senior Building Official for, among other things, the reasons stated by the Senior Building Official in his Notice of Decision.

WHEREAS, the owner of the structure has been given a reasonable opportunity to bring the structure into compliance with the applicable standards of the City Code as well as State statute in accordance with North Carolina General Statute § 160A-441 as well as pursuant to the Order issued by the Senior Building Official in said Notice of Decision.

WHEREAS, said structure has been found to be unfit for human habitation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Washington as follows.

Section 1. The Senior Building Official is hereby authorized and directed to proceed to demolish and remove the above described structure located at 507 West 2nd Street in accordance with applicable provisions of the City Code and North Carolina General Statute § 160A-441 *et seq.*

Section 2. This Ordinance shall be recorded in the Office of the Register of Deeds of Beaufort County, North Carolina.

This Ordinance shall become effective on this date of adoption June 11, 2012.



Cynthia S. Bennett
Cynthia S. Bennett, City Clerk

N. Archie Jennings
N. Archie Jennings, Mayor

ACCEPT – OPERATIONAL AGREEMENTS WITH THE BEAUFORT COUNTY BOARD OF EDUCATION TO PROVIDE SCHOOL RESOURCE OFFICERS (SRO) FOR WASHINGTON HIGH SCHOOL AND P.S. JONES MIDDLE SCHOOL FOR THE SCHOOL YEAR 2012-2013 (\$37,838)

City Manager, Josh Kay explained the agreement is unchanged from previous years and there is a per officer reimbursement of \$37,838. Councilman Mercer reviewed the discussion from last year regarding the SRO contracts. He noted that \$37,838 is not sufficient to completely cover the cost of those officers and Council asked at that time, that the School Board be put on notice that we needed to address the issue of at least recovering our costs. He stated the Manager suggested that we approve for this year, with a specific understanding that this is the last year it will be approved at this cost. The future contracts will include an escalation cost included in it or it doesn't get approved. Mr. Kay noted this is a good opportunity for us to meet with the Beaufort County Board of Education and discuss this item as well as other partnerships we may have in the City.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council accepted the agreement(s) to fund a School Resource Officer (SRO) for Washington High School and P.S. Jones Middle School in the amount \$37,838 for each position and directed the staff to meet with the school board to discuss the increase in future agreements. Councilman Mercer opposed and the motion passed 4-1.

(copy attached)

APPROVE – CONTRACTS FOR WATER AND WASTEWATER TREATMENT CHEMICALS AND APPROVE PURCHASE ORDERS FOR CHEMICAL PURCHASES

Mr. Kay explained the purpose of this item is to inform Council of contract commitments for water and wastewater treatment chemical requirements for the City from July 1, 2012 through June 30, 2013 and to allow for purchase orders to be issued as needed for the purchase of these chemicals.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the contracts for water and wastewater treatment chemicals and allowed purchase orders to be approved in FY 12-13 for the chemicals listed below.

Contracts awarded as follows:

<u>Vendor</u>	<u>Cost Per Unit</u>	<u>Estimated Total</u>
(A) <u>Amerochem</u>		
Anhydrous Ammonia	\$0.82/lb.	\$ 7,790.00
Liquid Aluminum Sulfate	\$385.00/ton	\$32,725.00
Sodium Bisulfite	\$2.21/gal.	\$35,360.00
Sodium Hypochlorite	\$0.95/gal	\$28,500.00
(B) <u>Cargill Salt</u>		
Sodium Chloride	\$104.40/ton	\$167,040.00
(C) <u>Jones Chemical</u>		
Liquid Chlorine-Ton Cylinders	\$650.00/ton	\$13,000.00
(D) <u>Chem South</u>		
Sodium Hexametaphosphate	\$1.07/lb.	\$19,260.00
(E) <u>Brenntag</u>		
Potassium Permanganate	\$2.25/lb.	\$47,250.00
Hydroflousilicic Acid	\$0.35/lb.	\$12,250.00
TOTAL		\$363,175.00

(item removed from agenda) ADOPT -- RESOLUTION OF INTENT TO CLOSE CHARLOTTE STREET BETWEEN PARK DRIVE AND WILLOW STREET

ADOPT – BUDGET ORDINANCE FOR FISCAL YEAR 2012-2013, SET AD VALOREM TAX RATE AND USER FEE SCHEDULE

Josh Kay, City Manager stated Council has discussed the budget at two workshops, as well as when the public hearing was held. Staff has done an outstanding job and thanked them for putting a budget together that meets the majority of Council’s goals as well as the needs for this community. The Budget Ordinance for Fiscal Year 2012-2013, totals \$62,264,988, sets the 2012 Ad valorem Tax rate at \$0.50 per \$100.00 value with \$.0144 designated for the Public Safety Capital Reserve, and sets the user fee schedule included in the appendix of the budget. This ordinance appropriates the following amounts in the funds listed for operational expenses during the fiscal year:

General Fund	\$14,491,745
Water Fund	3,051,737
Sewer Fund	3,222,139
Storm Water Management Fund	711,464
Electric Fund	38,391,373
Airport Fund	455,514
Solid Waste Fund	1,219,300
Cemetery Fund	317,115
Library Trust Fund	300
Cemetery Trust Fund	1,400
Public Safety Capital Reserve Fund	120,901
Economic Development Capital Reserve Fund	156,000
Facade Fund	10,000
Internal Service Fund	<u>116,000</u>
Grand Total	\$62,264,988

Councilman Mercer stated he felt that when this year started, we were further ahead on the budget process than we had been in years, he also expressed concern that Council should’ve held more workshops to review the budget more in depth. He presented comments and suggestions regarding delaying spending \$515,000 in Capital Expenditures in power line construction in the Electric Fund.

Councilman Mercer made a motion to reduce the power line construction line items by \$515,000 in the Electric Fund of which \$325,000 was scheduled for the Terra Ceia rebuild, \$90,000 for design for Clark’s Neck Road electrical work and \$100,000 design for Second Street. Mayor Pro tem Roberson seconded the motion. Discussion held.

Councilman Moultrie asked if we could pass the budget first and then go back and amend the budget with the proposed changes? Mayor Jennings explained that if the changes are made to defer the mentioned items, then the budget ordinance will have to be amended to reflect those changes and then re-presented to Council in writing for approval, resulting in the budget not passing tonight. He further explained that the budget could be passed tonight and then the Capital items could be decided on individually as we go through the year and delay the items at

that time. Councilman Mercer noted that process would work as long as staff understands that no money will/can be spent on any of those projects until Council gives approval.

(motion restated from above) Councilman Mercer made a motion to reduce the power line construction line items by \$515,000 in the Electric Fund of which \$325,000 was scheduled for the Terra Ceia rebuild, \$90,000 for design for Clark's Neck Road electrical work and \$100,000 design for Second Street. Mayor Pro tem Roberson seconded the motion. Voting in favor: Mercer, Roberson & Pitt; Opposed: Brooks & Moultrie. Motion passed 3-2.

Mayor Jennings advised Council to review their calendars in order to schedule another meeting to approve the budget.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council scheduled a special meeting at 8:00am on Monday, June 18, 2012 to consider passing the Budget Ordinance for Fiscal Year 2012-2013, set ad valorem tax rate and user fee schedule. (At the end of the meeting, it was determined that the Council could recess the June 11th meeting until June 18th.)

(moved from Public Hearing –Other) ADOPT – RESOLUTION FIXING DATE FOR PUBLIC HEARING ON THE NON-CONTIGUOUS ANNEXATION OF THE EASTERN PRIDE, INC.(Family Dollar)

Councilman Mercer asked staff to prepare the economic assessment regarding the proposed annexation.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council adopted the resolution fixing the date for a public hearing (July 23rd) on the non-contiguous annexation of the Eastern Pride, Inc. property located on River Road and containing 1.76 acres.

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

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

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

WHEREAS, certification by the City Clerk as the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the noncontiguous area described herein will be held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, July 23, 2012.

Section 2. The area proposed for annexation is described as follows: Being 1.76 acres of land located on River Road just east of Brick Kiln Road and being located in Washington Township,

Beaufort County North Carolina and being more particularly described as follows;

See Attached Map

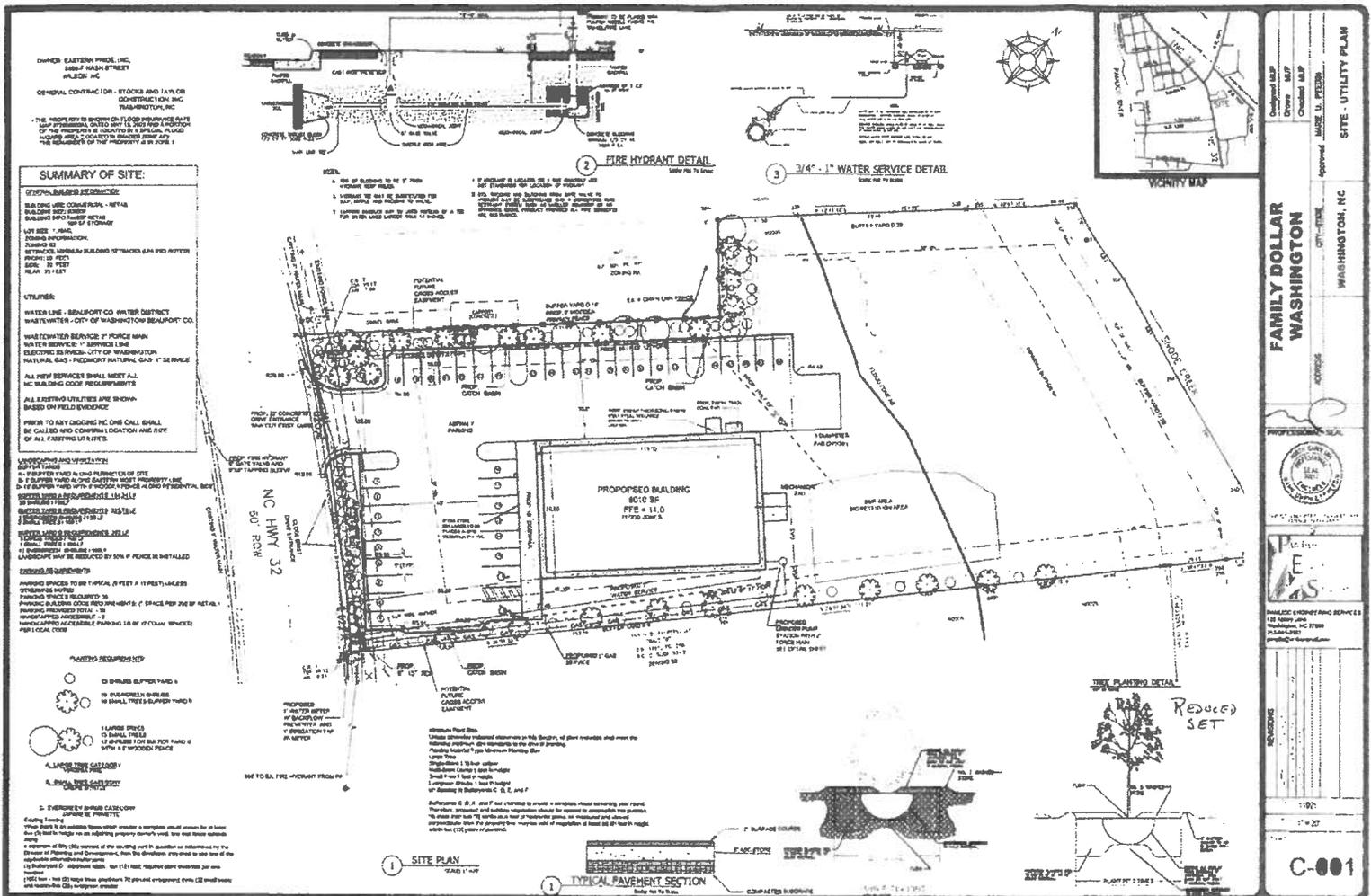
Together with and subject to covenants, easements and restrictions of record. Said property to be annexed contains 1.76 acres.

Section 3. Notice of the public hearing shall be published once in the Washington Daily News, a newspaper having general circulation in the City of Washington, at least ten (10) days prior to the date of the public hearing.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor



(ADDED ITEM) STELL ET VELLA DOCK AGREEMENT

City Manager, Josh Kay explained that the Jeannie B will locate to its summer location, therefore, a short-term vacancy will occur at that slip. Due to the success of the Jeannie B, its owners have requested to dock the Stella Et Vella for eight weeks at the same location to offer

sunset cruises. The proposed agreement will be a replica of the Jeannie B agreement with the following revisions:

1. Eight week period beginning on June 20, 2012; and
2. Stella Et Vella will pay normal monthly slip rental (\$260) on a four week basis.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to sign an eight week dock slip agreement with Stella Et Vella for commercial purposes for \$260 per four-week period, beginning on June 20, 2012.

(moved to New Business X.J from Consent Agenda) ADOPT –BUDGET ORDINANCE FOR THE VISION 100 AIRPORT GRANT

Mayor Pro tem Roberson expressed his concerns with the Vision 100 Grant and the amendments to the program and noted we need to have a better handle on project management. Councilman Mercer stated at an earlier meeting, Council approved an amendment to the grant, but did not approve the budget ordinance amendment and that’s what this request does. Mr. Kay explained that The Vision 100 Grant project 36237.38.7.1 was amended on April 20, 2011 to provide additional funds for the runway approach clearing. The additional federal grant amount was \$28,254. The City’s match of \$3,139 was not appropriated at that time and needs to be in order to complete the project.

Original	Amendment	Total
Grant \$150,000	\$28,254	\$178,254
City \$ 16,667	\$ 3,139	\$ 19,806
Total \$166,667	\$31,393	\$198,060

By motion of Councilman Mercer, seconded by Councilman Pitt, Council adopted a budget ordinance for the Vision 100 Grant amendment.

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2011-2012

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

Section 1. That the Estimated Revenues in the Airport Fund be increased in the amount of \$2,823 in the account Vision 100 Grant 3623738.7.1, account number 37-90-3490-0005.

Section 2. That the Estimated Revenues in the Airport Fund be increased in the amount of \$315 in the account Fund Balance Appropriated, account number 37-90-3991-9910.

Section 3. That account number 37-90-4530-4511, Vision 100 Grant 3623738.7.1, portion of the Airport Fund appropriations budget be increased in the amount of \$3,138 to provide funds for completion of project.

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 11th day of June, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

DISCUSS – SCHEDULING OF JULY COUNCIL MEETING

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council approved not meeting on July 9th and only meeting on July 23rd.

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL

Councilman Pitt reminded Council of Music in the Streets on Friday night. He also reminded Council of the request from the League for Advocacy Goals that will need to be submitted in Charlotte at the annual meeting.

Councilman Mercer reminded Council of two Bills in the General Assembly pertaining to electric rates as they apply to cities in the Eastern Power Agency. He also reminded Council of the need for their input on the EDC By-laws. There are currently 17 applicants for the EDC Directors position.

Mayor Jennings updated Council on the proposed bathhouse near the Estuarium and stated there is a conditional approval from the Partnerships for the Sounds Board. As part of that process, an architect was consulted. This is the same architect that designed and oversaw the construction of the Estuarium. Though, no real design concerns were discussed, there were issues as to how the building would function in its relation to the Estuarium. He stated, being the Council's representative on the Partnership Board, he was asked to bring this update to Council and ask for support in the design work of the bathhouse. How much, if any, more time does Council want to commit to this? How much, if any, funding would Council consider in supporting the design work?

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council authorized the Mayor to relay to the Partnership Board on behalf of the Council, to forge ahead with the project and that Council has committed up to \$2,000 for the design work for the project.

CLOSED SESSION – UNDER § NCGS 143-318.11(A)(4) ECONOMIC DEVELOPMENT (A)(3) ATTORNEY/CLIENT PRIVILEGE

By motion of Councilman Pitt, seconded by Councilman Brooks, Council entered into closed session at 7:50pm under NCGS 143-318.11 (A)(4) Economic Development and (A)(3) Attorney/Client Privilege.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council came out of closed session at 8:10pm.

ADJOURN

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 8:10pm until Monday, June 18, 2012 at 8:00am in the Council Chambers located at the Municipal Building

(subject to approval of City Council)

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

DRAFT

The Washington City Council met in a continued/special session on Monday, June 18, 2012 at 8:00am in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Bobby Roberson, Mayor Pro tem; Josh Kay, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Chief Financial Officer; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Planning Director; Stacy Drakeford, Interim Fire and Police Services Director; Susan Hodges, Human Resources Director and Mike Voss, Washington Daily News.

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

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings explained that Council is reconvening after recessing on June 11, 2012 to consider adopting the budget ordinance for fiscal year 2012-2013, set ad valorem tax rate and user fee schedule. He further added that the agenda needs to be amended to add Closed Session under NCGS 143-318.11 (A)(3) Attorney/Client Privilege.

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

ADOPT - THE BUDGET ORDINANCE FOR FISCAL YEAR 2012-2013, SET AD VALOREM TAX RATE AND USER FEE SCHEDULE

City Manager, Josh Kay explained that the requested amendments to the budget had been made and the budget ordinance has been revised to reflect the reduction of \$515,000 in the Electric Fund/Power line Construction. The budget sets the 2012 Ad valorem tax rate at \$0.50 per \$100.00 value with \$.0144 designated for the Public Safety Capital Reserve and set the user fee schedule.

Attached is the Budget Ordinance for Fiscal Year 2012-2013, totaling \$61,749,988. This ordinance appropriates the following amounts in the funds listed for operational expenses during the fiscal year:

General Fund	\$14,491,745
Water Fund	3,051,737
Sewer Fund	3,222,139
Storm Water Management Fund	711,464
Electric Fund	37,876,373
Airport Fund	455,514
Solid Waste Fund	1,219,300
Cemetery Fund	317,115
Library Trust Fund	300
Cemetery Trust Fund	1,400
Public Safety Capital Reserve Fund	120,901
Economic Development Capital Reserve Fund	156,000

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

JUNE 18, 2012

Facade Fund	10,000
Internal Service Fund	<u>116,000</u>
Grand Total	\$61,749,988

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted the Budget Ordinance for Fiscal Year 2012-2013, set the 2012 Ad valorem Tax rate at \$0.50 per \$100.00 value with \$.0144 designated for the Public Safety Capital Reserve, and set the user fee schedule included in the appendix of the budget.

Councilman Mercer requested that the Mayor be prepared to appoint the user fee review subcommittee at the next Council meeting.

**CITY OF WASHINGTON, NORTH CAROLINA
BUDGET ORDINANCE FOR FISCAL YEAR 2012-2013**

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

Section 1. The following amounts are hereby appropriated for the operation of the City of Washington government and its activities for the fiscal year beginning July 1, 2012, and ending June 30, 2013, according to the following schedules:

Schedule A. General Fund

General Government

City Council	53,183
Mayor	12,494
City Manager	297,803
Legal	240,000
TDA Director	116,603
Human Resources	282,685
Finance	505,088
Purchasing	128,068
Information Systems	356,136
Billing	156,083
Customer Services	682,983
Municipal Building	244,279
Miscellaneous	893,887
Economic Development	156,000
Debt Service	429,966

Public Safety

Police	2,788,069
E-911 Communication	399,445
Fire	1,672,211
Emergency Medical Services	719,151
Code Enforcement	254,350
Planning/Zoning	299,276

Public Works	
Administration	66,467
Equipment Services	119,104
Street Lighting	120,000
Street Maintenance	467,465
Powell Bill	514,523
Stormwater Improvements	302,346
Cultural and Leisure	
Brown Library	465,893
Recreation Administration	106,710
Recreation Events & Facilities	175,965
Athletics and Programs	0
Senior Programs	223,598
Waterfront Docks	104,106
Civic Center	254,386
Aquatic Center	296,992
Parks and Grounds	502,524
Agency Contributions	77,295
Contingency	
Contingency	<u>6,611</u>
Total General Fund Appropriations	\$14,491,745

Schedule B. Water Fund

Administration	104,111
Debt Services	271,890
Miscellaneous	520,231
Water Meter Services	497,636
Water Treatment	1,291,742
Water Distribution Maintenance	227,606
Water Distribution Construction	120,806
Contingency	<u>17,715</u>
Total Water Fund Appropriations	3,051,737

Schedule C. Sewer Fund

Administration	104,538
Debt Service	564,735
Miscellaneous	462,408
Wastewater Collection Maintenance	326,338
Wastewater Collection Construction	176,963
Wastewater Treatment	1,184,062

Wastewater Stations	370,519
Contingency	<u>32,576</u>
Total Sewer Fund Appropriations	3,222,139

Schedule D. Storm Water Management Fund

Operations	119,614
Debt Payment	563,012
Nutrient Control	6,100
Contingency	<u>22,738</u>
Total Storm Water Management Fund Appropriations	711,464

Schedule E. Electric Fund

Administration	387,825
Debt Service	798,278
Miscellaneous	2,524,961
Electric Meter Services	402,692
Utility Communications	256,382
Substation Maintenance	1,142,380
Load Management	244,200
Power Line Maintenance	1,307,159
Power Line Construction	1,663,854
Purchase Power	29,105,200
Contingency	<u>43,442</u>
Total Electric Fund Appropriations	37,876,373

Schedule F. Airport Fund

Operational Expenses	455,514
Contingency	<u>0</u>
Total Airport Fund Appropriations	455,514

Schedule G. Solid Waste Fund

Debt Service	70,943
Solid Waste Operations	1,147,293
Contingency	<u>1,064</u>
Total Solid Waste Fund Appropriations	1,219,300

Schedule H. Cemetery Fund

Debt Service	2,045
Operational Expenses	314,944
Contingency	<u>126</u>
Total Cemetery Fund Appropriations	317,115

Schedule I. Library Trust Fund

Administration Charges to General Fund for Library Operations	<u>300</u>
Total Library Trust Fund Appropriations	300

Schedule J. Cemetery Trust Fund

Administration Charges to General Fund for Cemetery Operations	<u>1,400</u>
Total Cemetery Trust Fund Appropriations	1,400

Schedule K. E-911 Surcharge Fund

Contract Services	0
Contingency	<u>0</u>
Total E-911 Surcharge Fund Appropriations	0

Schedule L. Public Safety Capital Reserve Fund

Transfer to General Fund	<u>120,901</u>
Total Public Safety Capital Reserve Fund Appropriations	120,901

Schedule M. Economic Development/Capital Reserve Fund

Transfer to General Fund	<u>156,000</u>
Total Economic Development/Capital Reserve Fund Appropriations	156,000

Schedule N. Water Capital Reserve Fund

Transfer to Water Fund	<u>0</u>
Total Water Capital Reserve Fund Appropriations	0

Schedule O. Sewer Capital Reserve Fund

Transfer to Sewer Fund	<u>0</u>
Total Sewer Capital Reserve Fund Appropriations	0

Schedule P. Facade Fund

Economic Development-Facade Grant	<u>10,000</u>
Total Facade Fund Appropriations	10,000

Schedule Q. Internal Service Fund

Worker's Compensation Claim Payments	<u>116,000</u>
Total Internal Service Fund Appropriations	116,000

Total Appropriations for all Funds **\$61,749,988**

Section 2. It is estimated that the following revenue will be available during the year beginning July 1, 2012, and ending June 30, 2013, to meet the foregoing appropriations according to the following schedule:

Schedule A. General Fund

Ad Valorem Taxes	4,176,324
Other Taxes	2,433,263
Restricted Intergovernmental Revenue	1,663,056
Unrestricted Intergovernmental Revenue	542,483
Licenses and Permits	54,350
Rents	601,722
Sales and Services	802,060
Interest Earnings	14,830
Lease Purchase Proceeds	771,368
Private Contributions	13,250
Miscellaneous	25,000
Fund Balance Appropriated	0
Administrative Charges from Other Funds for Services:	

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

JUNE 18, 2012

Electric Fund	1,202,245
Water Fund	280,087
Sewer Fund	281,121
Solid Waste Fund	179,046
Storm Water	0
Airport Fund	20,556
Cemetery Fund	21,208
Library Trust Fund	300
Tourism Development Authority	116,771
Civic Center	57,188
Transfers from Other Funds:	
Water	71,963
Sewer	40,532
Electric	846,121
Capital Reserves	<u>276,901</u>
Total General Fund Revenues	14,491,745

Schedule B. Water Fund

Water Charges	2,900,000
Sales and Services	69,460
Interest Earnings	2,500
Miscellaneous	7,000
Installment Note Proceeds	38,000
Rents	34,777
Transfer from Water Capital Reserve	0
Fund Balance Appropriated	<u>0</u>
Total Water Fund Revenues	3,051,737

Schedule C. Sewer Fund

Wastewater Charges	3,030,000
Sales and Services	25,500
Interest Earnings	6,000
Assessments	10,639
Loan Proceeds (State Revolving Loan)	0
Transfer from Capital Reserve	<u>150,000</u>
Total Sewer Fund Revenues	3,222,139

Schedule D. Storm Water Management Fund

Interest Earnings	1,500
Sales & Service	38,000
Storm Water Charges	492,000
Interest Rebates (RZEDB)	97,391

Fund Balance Appropriated	<u>82,573</u>
Total Storm Water Management Fund Revenues	711,464

Schedule E. Electric Fund

Electric Charges	36,612,290
Sales and Services	512,200
Interest Earnings	10,000
Miscellaneous	65,000
Installment Note Proceeds	545,000
Administration Charges From Other Funds:	
Water	82,208
Sewer	<u>49,675</u>
Total Electric Fund Revenues	\$37,876,373

Schedule F. Airport Fund

Rentals	65,000
Sales & Services	157,356
Grants	150,000
Transfer from Other Funds:	
General Fund	<u>83,158</u>
Total Airport Fund Revenues	455,514

Schedule G. Solid Waste Fund

Interest Earnings	800
Solid Waste Tax	7,000
Fees	<u>1,211,500</u>
Total Solid Waste Fund Revenues	1,219,300

Schedule H. Cemetery Fund

Interest Earnings	0
Sales & Services	198,500
Transfer from G/F	117,215
Adm. Charges from Cemetery Trust	<u>1,400</u>
Total Cemetery Fund Revenues	317,115

Schedule I. Library Trust Fund

Interest Earnings	<u>300</u>
Total Library Trust Fund Revenues	300

Schedule J. Cemetery Trust Fund

Interest Earnings	<u>1,400</u>
Total Cemetery Trust Fund Revenues	1,400

Schedule K. E-911 Surcharge Fund

Surcharge Collections	0
Interest Earnings	<u>0</u>
Total E-911 Surcharge Fund Revenues	0

Schedule L. Public Safety Capital Reserve Fund

Transfer From General Fund	120,901
Fund Balance Appropriated	<u>0</u>
Total Public Safety Capital Reserve Fund Revenues	120,901

Schedule M. Economic Development /Capital Reserve Fund

Payments From Other Funds	<u>156,000</u>
Total Economic Development/Capital Reserve Fund Revenues	156,000

Schedule N. Water Capital Reserve Fund

Fund Balance Appropriated	<u>0</u>
Total Water Capital Reserve Fund Revenues	0

Schedule O. Sewer Capital Reserve Fund

Fund Balance Appropriated	<u>0</u>
Total Sewer Capital Reserve Fund Revenues	0

Schedule P. Façade Fund

Transfer from G/F	<u>10,000</u>
Total Façade Fund Revenues	10,000

Schedule Q. Workers Comp Internal Service Fund

Payments from Operational Funds	<u>116,000</u>
Total Workers Comp Internal Service Fund Revenues	116,000

Total Estimated Revenues for all Funds **61,749,988**

Section 3. There is hereby levied the following rate of tax on each one hundred dollars (\$100.00) valuation of estimated taxable property listed for taxes as of January 1, 2012, for the purpose of raising the revenues from property taxes, as set forth in the foregoing estimates, and in order to finance the foregoing appropriations:

General Fund	
Total Rate per \$100 of	
Valuation of Taxable Property	.50

Such rate of tax is based on an estimated total assessed valuation of property tax for the purpose of taxation of \$825,124,421 with an estimated rate of collections of ninety-five percent (95%).

Section 4. Some estimates of revenue other than the property tax exceed the amount actually realized in cash from each source in the preceding fiscal year, but the facts warrant the expectations that in each case the estimated amount will actually be realized in cash during the budget year.

Section 5. Appropriations are authorized by department totals. The Finance Officer is authorized to reallocate departmental appropriations among various line item objects of expenditures and revenues as necessary during the budget year. The City Manager is authorized to reallocate appropriations among the various departmental totals of expenditures within the General Fund, Water Fund, Sewer Fund, Electric Fund, Storm Water Management Fund, Airport Fund, Solid Waste Fund, and Cemetery Fund as allowed by North Carolina General Statute 159-15. Any such transfers between departments shall be reported to the City Council at its next regular meeting following the transfer and shall be entered into the official minutes of the City of Washington.

Section 6. Copies of this ordinance shall be filed with the Finance Director of the City of Washington, to be kept on file by him for his direction in the disbursement of City funds.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall become effective July 1, 2012.

Adopted this the 18th day of June, 2012.

Attest:

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

**s/N. Archie Jennings, III
Mayor**

Recess

**CLOSED SESSION UNDER NCGS 143-318.11 (A)(3) ATTORNEY/CLIENT
PRIVILEGE, JAMES L. DAVIS VS. THE CITY OF WASHINGTON, JAMES C.
SMITH, ARCHIE JENNINGS AND FRANZ HOLSCHER UNDER 12-CVS-571**

By motion of Councilman Pitt, seconded by Councilman Brooks, Council entered into closed session at 8:10am under NCGS 143-318.11(A)(3) Attorney/Client Privilege, to discuss James L. Davis vs. City of Washington, James C. Smith, Archie Jennings and Franz Holscher under 12-CVS-571.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to come out of closed session at 8:30am.

ADJOURN

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 8:35am until Monday, June 25, 2012 at 5:30pm in the Council Chambers at the Municipal Building.

(subject to approval of City Council)

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

The Washington City Council met in a continued session on Monday, June 25, 2012 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Bobby Roberson, Mayor Pro tem; Josh Kay, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney. Mayor Archie Jennings was absent.

Also present were: Matt Rauschenbach, Chief Financial Officer; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Planning Director; Stacy Drakeford, Interim Fire and Police Services Director; Susan Hodges, Human Resources Director and Mike Voss, Washington Daily News.

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

APPROVAL/AMENDMENTS TO AGENDA

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council approved the agenda as submitted.

Mayor Pro tem Roberson requested that the overtime report be discussed at a future Council meeting.

PRESENTATION: ECONOMIC IMPACT OF CYCLE NC

Lynn Lewis, TDA Director reviewed the economic impact of Cycle NC held in April 2012.

2012 Cycle North Carolina Spring Ride

Total Participants = 1137 (A new participation record was set)

Survey Responses = 15%

Was the Cycle NC Spring Ride (April 13-15, 2012) your primary reason for visiting Washington?
YES = 99%

Was this your first visit to Washington?

YES = 51%

NO = 49%

Where are you from?

NC = 74%

VA = 12%

However, participants were from more than 25 states (AK, AL, CO, CT, FL, GA, IL, IN, KS, LA, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, SC, TN, UT, VA and WA).

Did you stay overnight?

YES = 97%

NO = 3%

Lodging Mix

Hotel = 46%
Bed & Breakfast (Washington) = 4%
Indoor Camping = 5%
Waterfront Camping = 44%
Bed & Breakfast (Beaufort Co) = 1%
Rental House/Room = 3%
Local Campground = 4%
Hotel outside of Washington = 9%

Length of Stay (for those spending the night) (165)

1 night = 2%
2 nights = 24%
3 nights = 70%
4+ nights = 4%

Size of Party

1 = 14%
2 = 48%
3 = 11%
4 = 27%

Dining

Every downtown restaurant, plus the majority of independently operated restaurants in Washington, had business from the group.

Rate the Experience (170)

Fair = 5%
Good = 34%
Excellent = 61%

Rate Washington and Beaufort County as a cycling venue (169)

Fair = 5%
Good = 36%
Excellent = 59%

Economic Impact

Riders in the event contributed \$150,084 to the local economy. *This does not include extra members of the respondents' party that did not cycle during the weekend.*

Average party spending was \$330.

Disclaimer: This estimate is that of direct spending, meaning spending done between an event participant and local retailer. This does not include expenses borne by the event coordinator on catering, supplies, gas, etc.

PRESENTATION: DOWNTOWN RESTROOM & DOCK MASTER FACILITIES

John Rodman, Planning Director; Fred Watkins, Chairman of the Maritime Team/WHDA and Beth Byrd, WHDA presented the timeline of the design of the west end restroom/dock master facilities. It was explained that in 2009, Land Design held several public meetings and incorporated the thoughts and plans from those meetings in their document. Out of that meeting came the idea to replicate the Pamlico Point Lighthouse (1891) and to have the restrooms & dock master facilities housed at that location. The City has applied and received a grant award from the Division of Coastal Management - Public Access Grant Funds in the amount of \$200,000. Funding in the amount of \$30-50,000 has been appropriated from the BIG-P grant for these facilities as well. These funds will assist in the construction of the new facilities. Mr. Rodman noted the second floor will not be accessible to the public and is for the dock master facilities only. Ms. Byrd explained that there will be many public meetings to review and receive comments regarding the proposed plans. She stated there will also be an online forum for those members of the public who can't attend the meetings to enable them to share their comments.

Councilman Mercer asked that future contracts include a timeline, completion date and penalty clause.

Howard and Nancy Mullins presented a scale model of the proposed restroom & dock master facilities. Mr. Mullins created the scale model at no cost.



DISCUSSION: PERSONNEL POLICY

City Manager, Josh Kay discussed the proposed changes to the personnel policy as listed below.

Personnel Policy DRAFT June, 2012 - Substantive Changes

Article I. Section 2. Add statement regarding At-Will Employment (NC is an At-Will Employment state)

Article I. Section 6. Provide more detail regarding role & responsibility of HR Director. Some responsibilities moved from City Manager Roles & Responsibilities in previous section.

Article I. Section 10. Probationary Employee – revised to reflect 12 months probationary period.

Article III. Section 2. Clarification that all changes to the Pay Plan shall be approved by City Council.

Article III. Section 4. Probationary Raises

- New hires are only eligible for a probationary raise if hired to salary rate below minimum
- At the probationary review, the employee may also be eligible for a performance pay increase
- The combined probationary and performance pay increase shall not exceed 5%.

Article III. Section 5. Performance Pay – added provision that an employee cannot receive both merit and job maturity increase in the same fiscal year and if eligible for both, would receive the one that would provide the greatest increase.

Article III. Section 7. Effect of Promotions, Demotions etc. on Salary –Demotion – clarify that the only time a salary can be retained in demotion is to avoid RIF

Article III. Section 10. Pay for Part-time and Temporary Work – Added the following existing practice to policy - *Part-time employees who are members of the North Carolina Local Governmental Employees' Retirement System (LGERS) shall be paid at least at the minimum rate of the established salary range for the classification after twelve months of employment.*

Article III. Section 11. Overtime Pay Provisions

- Discontinue counting holidays as work time for purposes of determining overtime pay.
- Eliminate 1.5 comp time for Exempt non department heads
- Emphasize that comp time for exempt employees is not guaranteed to be taken and ends without compensation upon separation from employment.
- Change from quarterly clearing to end of year clearing of comp time for exempt employees and allow City manager to authorize carry over through the end of January of the following year.

Article III. Section 14. Call Back Pay

- Add policy for non exempt employee responding to telephone or computer call – minimum 30 minutes
- Eliminate provision for mandatory meetings scheduled in advance to be paid at OT (1.5) pay
- Eliminate call back pay policy for exempt employees rather refer back to the Overtime Policy

Article III. Section 15. Holiday Premium Pay (New section)

- Previously included under Article VI. Holidays & Leave.
- Adds provision that holiday leave earned for working on a holiday must be taken within 3 months or paid.
- Clarifies the current practice of paying any non-compensated holidays upon termination of employment and paying part-time and temporary employees 1.5 when they are work on a holiday.

Article III. Section 16. Pay for Acting Assignment in a Higher Classification (temporary promotion) – New.

Article III. Section 17. Longevity Pay – change wording from shall to may if appropriated in City budget

Article IV. Section 3. Recruitment and Application

- Added the following: *In rare situations because of emergency conditions, avoidance of reduction –in –force, high turnover, etc., the City may hire or promote without advertising jobs, upon approval of the City Manager.*
- Added provision for option to post internally before advertising to the public consistent with current practice

Article IV. Section 5. Probationary Period

- Probationary period changed to 12 months for all new hires
- Eliminate probationary period for promoted employees

Article V. Section 7. Outside Employment

- Added notation of conflict of interest where undue absences are created
- Clarified what is considered outside employment, such as consulting, etc.
- Added requirement for annual update and approval
- Prohibit outside employment activities during City FMLA and Workers Comp leave

Article V. Section 8. Limitation of Employment of Relatives – eliminated City Clerk & cohabitive relationships

Article V. Section 10. Residency Requirement – Reference to City Code

Article V. Section 11. Travel Time and Expenses

- Added more specific details / reference to travel policy

Article V. Section 13. Use of City-Owned Vehicles – Creates two categories of employees driving vehicles home:

- Non Emergency Personnel
- Emergency Personnel
- Add provision that at no time shall an employee living more than 20 road miles of the City limits be allowed to drive a vehicle home. (consistent with Residency Code)

Article V. Section 14. City Provided Cellular Telephone / Electronic Mobile Devices- New

Article V. Section 15. Internet, E-Mail, Telephone, and Other Communication Systems – New

Article VI. Section 1 Holidays

- Updated Fire Dept. holidays to include 9 – administrative oversight when Veterans Day was added.
- Eliminated holiday pay for part-time employees

Article VI Sections 2 & 3 Vacation Leave & Sick Leave

- Reorganized considerably
- Removed provision that an employee is not eligible to use vacation and/or sick leave during the first 6 months of initial employment.
- Defined time frame for accrual of leave – 15th of month
- Defined terms for transfer in and out of sick leave and transfer out of vacation leave consistent with current practice.
- Defined terms of reinstatement with re-employment. An employee who separates from employment with the City and is subsequently rehired within three years shall have his or her unused or non transferred sick leave reinstated.
- Provided provision that the City Manager may authorize substitution of comp leave for the requirement to use 40 hours of vacation leave each calendar year.
- Added clarification that holiday and compensation time shall be used before vacation leave.

Article VI Section 4. Shared Leave

- Added to personnel policy instead of “free standing”
- Deleted normal maternity as a non qualifying medical condition
- Added prolonged medical condition of the employees spouse, child, or parent (including in-law and step relationships) as qualifying condition

Article VI Section 5. Family & Medical Leave – updated in accordance with current law

Article VI Section 6. Military Family & Medical Leave – new in accordance with current law

Article VI Section 7. Leave Without Pay – new policy

Article VII. Section 7. Law Enforcement Special Separation Allowance - updated based on revisions to GS 143-166

Article VII. Section 9. Changed Separation Gift to Retiree Separation gift

Article VIII. Section 1. Types of Separation (a) Resignation - policy for negotiated resignation - authorizes severance consideration

“The City Manager may negotiate a resignation with an employee when it is determined to be in the best interest of the City. Such negotiated resignation may include a severance package consisting of a combination of salary, benefits and/or accumulated leave (vacation, compensatory, etc.).

Article VIII. Section 2. Reduction in Force – policy revised and added to Personnel Policy instead of separate/free standing policy

Article IX. Unsatisfactory Job Performance & Detrimental Personal Conduct – restructured

- Disciplinary suspension for Job Performance generally not to exceed 3 days or 24 hours for shift personnel (except for exempt personnel)
- No pre-disciplinary conference for demotion or suspension; pre-dismissal conference only
- City Manager approves any suspension
- Updated descriptions of detrimental personal conduct

Article X. Grievance Procedure and Adverse Action Appeal – basically re-written

- Extended response time to 10 days
- Added procedure for Department Heads and other employee situations in which the City Manager had significant involvement in determining disciplinary action

Article XI. Section 1. Public Information – updated based on revisions to GS 160-168A.42

Council requested a more in depth review of the following items:

- COLA
- Longevity
- Job maturity & Merit
- Grievance Procedure & Adverse Action Appeal

Mr. Kay explained that once the Council has finished their review, the policy will need legal review by an HR/Personnel attorney.

EXTEND MEETING

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council extended the meeting until 7:15pm.

ADJOURN

By motion of Councilman Brooks, seconded by Councilman Moultrie, Council adjourned the meeting at 7:12pm until Monday, July 23, 2012 at 5:30pm in the Council Chambers at the Municipal Building.

(subject to approval of City Council)

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



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: July 23, 2012
Subject: Purchase Orders > \$20,000 Approval
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council approve the attached purchase orders.

BACKGROUND AND FINDINGS:

Requisition #11643, \$34,151.54 to Atlantic Power Systems of NC for peak shaving generator service contract, account 35-90-8370-1600.

Requisition #11687, \$23,383.50 to Survalent Technology for a three year support agreement of the SCADA system, accounts 30-90-8100-1603, 32-90-8220-1603, 32-90-8230-1603, 35-90-8370-4500.

P.O. to be issued for the airport terminal demolition. Bids will be received 7/20/12 and will be available for the Council meeting.

PREVIOUS LEGISLATIVE ACTION

2012-2013 adopted budget and amended budget.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Requisitions

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: Concur Recommend Denial No Recommendation
 _____ Date 7/11/12

Requisition Form

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

Requisition #: 11643
PO #: Not Assigned
User Name: Ed Pruden

Date: 07/05/2012
Approved By: Keith Hardt
Approved Code: Awaiting Final Approval
Total Amount: \$34,151.54

ATLANTIC POWER SYSTEMS OF NC, INC.
3252 SAINT DELIGHT'S CH. RD.
NEW BERN, NC 28560

Ship To:
CITY OF WASHINGTON WAREHOUSE (ELI
203 GRIMES ROAD
WASHINGTON, NC 27889

Vendor Instructions: ELECTRIC DEPT, ED PRUDEN 252-975-9365

Quantity	Description	Job Number	Unit Price	Extended
1	PM LEVEL 1, GENERATOR SERVICE CONTRACT		\$5,472.00	\$5,472.00
1	PM LEVEL 2, GENERATOR SERVICE CONTRACT		\$27,469.54	\$27,469.54
11	REMOVAL, CLEANING, & RE-INSTALLATION OF FUEL SUPPLY FOOT VALVES		\$110.00	\$1,210.00
			Sub Total	\$34,151.54
			Total Tax	\$0.00
			Total	\$34,151.54

Account Number	Account Description	Amount	
35-90-8370-1600	MAINT/REPAIR EQUIP	\$34,151.54	
		Total	\$34,151.54

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
7/6/2012	DEPT LEVEL APPROVAL	Keith Hardt	Not Assigned

This Requisition is awaiting Final PO Approval

Approval List

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

Requisition Form

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

Requisition #:11687
PO #: Not Assigned
User Name: Beverly Clark

Date: 07/10/2012
Approved By:
Approved Code: Awaiting Final Approval
Total Amount: \$23,383.50

SURVALENT TECHNOLOGY
2600 ARGENTIA ROAD UNIT 10

Ship To:
CITY OF WASHINGTON WAREHOUSE (ELI
203 GRIMES ROAD
WASHINGTON, NC 27889

Vendor Instructions: ED PRUDEN AND ADAM WATERS

Quantity	Description	Job Number	Unit Price	Extended
1	3 YEAR GOAL AGREEMENT FOR THE SCADA SYSTEM, 7-1-12 TO 7-1-15		\$23,383.50	\$23,383.50
Sub Total				\$23,383.50
Total Tax				\$0.00
Total				\$23,383.50

Account Number	Account Description	Amount
30-90-8100-1603	MAINT/REPAIR MONITORING EQUIP	\$5,845.88
32-90-8220-1603	MAINT./REPAIR MONITORING	\$2,922.94
32-90-8230-1603	MAINT./REPAIR MONITORING	\$2,922.94
35-90-8370-4500	CONTRACTS	\$11,691.74
Total		\$23,383.50

Approval List

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



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: July 9, 2012
Subject: Public Hearing: Conduct Public Hearing and delay adoption of annexation ordinance to extend the City of Washington corporate limits for non-contiguous property owned by Eastern Pride Inc.
Applicant Presentation: Eastern Pride Inc.
Staff Presentation: John Rodman, Planning & Development

RECOMMENDATION:

I move City Council delay the adoption of the annexation ordinance to extend the City of Washington corporate limits for the non-contiguous annexation of the Eastern Pride Inc. property located at 620 River Road and containing 1.76 acres until the approval of an annexation agreement with the Town of Washington Park.

BACKGROUND AND FINDINGS:

At the June 11, 2012 City Council Meeting, Council adopted a resolution calling for a public hearing on the request for an annexation of the non-contiguous property currently owned by Eastern Pride. The property is located at 620 River Road and containing 1.76 acres.

After the public hearing if Council desires to proceed with the annexation the attached ordinance needs to be adopted that will place the property inside the city limits effective at the completion of the annexation agreement with the Town of Washington Park.

PREVIOUS LEGISLATIVE ACTION

Investigated Petition – November 14, 2011

Set Public Hearing – June 11, 2012

FISCAL IMPACT

___ Currently Budgeted (Account _____) ___ Requires additional Appropriation ___ No Fiscal Impact

SUPPORTING DOCUMENTS

Attached map, legal description & annexation ordinance

City Attorney Review:	_____	Date By: _____	(if applicable)
Finance Dept Review:	_____	Date By: _____	(if applicable)
City Manager Review:		Concur _____	Recommend Denial _____
		July 23, 2012	_____ Date
		48 of 175	No Recommendation 07/17/12

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

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

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question on of this annexation was held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, July 23, 2012, after due notice by the Washington Daily News on July 13, 2012 & July 20, 2012;

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

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

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

Being all of that tract of land noted on that survey "Boddie-Noell Enterprises, Inc." by AES Consulting Engineers dated September 14, 2011 and being located in Washington Township, Beaufort County North Carolina and being more particularly described as follows;

BEGINNING at an iron pipe located on the Notherly edge of River Road, said iron being located South 73 6' 30" East 384.78 feet from an existing PK nail at the centerline intersection of River Road and SR 1130; thence from said fixed point of beginning North 42 46' 47" East 211 feet to an iron pipe; thence North 45 58' 37" West 50 feet to an iron pipe; thence North 42 41' 46" East 183.80 feet to a point located in the centerline of the run of Maple Branch; thence following the centerline of Maple Branch the following courses and distances: South 74 46' 16" East 20.31 feet; thence South 80 54' 47" East 25.05 feet; thence South 73 46' 16" East 57.64 feet; thence South 75 46' 51" East 61.90 feet; thence 71 52' 34" East 40.73 feet; thence South 38 57' 32" West 475.04 feet to an iron located on the Notherly edge of the right of way of River Road; thence North 48 39' West 22.88 feet to a point; thence North 52 15' 31" West 87.91 feet; thence North 57 10' 7" West 53.55 feet to the point of beginning containing 1.76 acres as shown on survey by Jarvis Associates, PA, dated January 27, 1997 entitled, "Property of River City Real Estate & Development, LLC", a copy of which is recorded in Book 1067, Page 445, Beaufort County Registry. Reference is also made to deed in Book 1067, Page 444, Beaufort County Registry. Reference is further made to

deed in Book 1252, Page 648, Beaufort County Registry. Reference is further made to deed in Book 1266, Page 362, Beaufort County Registry.

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

Said property contains 1.76 acres more or less.

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

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

Adopted this _____ day of _____, 2012.

N. Archie Jennings, Mayor

ATTEST:

APPROVED AS TO FORM:

Cynthia S. Bennett, Clerk

City Attorney

Annexation #11-A-01
Boddie-Noell Enterprises Inc

LEGAL DESCRIPTION

All that certain lot or parcel of land lying and being in Long Acre Township, Beaufort County, North Carolina, and being more particularly described as follows:

BEGINNING at an iron pipe located on the Notherly edge of River Road, said iron being located South 73 6' 30" East 384.78 feet from an existing PK nail at the centerline intersection of River Road and SR 1130; thence from said fixed point of beginning North 42 46' 47" East 211 feet to an iron pipe; thence North 45 58' 37" West 50 feet to an iron pipe; thence North 42 41' 46" East 183.80 feet to a point located in the centerline of the run of Maple Branch; thence following the centerline of Maple Branch the following courses and distances: South 74 46' 16" East 20.31 feet; thence South 80 54' 47" East 25.05 feet; thence South 73 46' 16" East 57.64 feet; thence South 75 46' 51" East 61.90 feet; thence 71 52' 34" East 40.73 feet; thence South 38 57' 32" West 475.04 feet to an iron located on the Notherly edge of the right of way of River Road; thence North 48 39' West 22.88 feet to a point; thence North 52 15' 31" West 87.91 feet; thence North 57 10' 7" West 53.55 feet to the point of beginning containing 1.76 acres as shown on survey by Jarvis Associates, PA, dated January 27, 1997 entitled, "Property of River City Real Estate & Development, LLC", a copy of which is recorded in Book 1067, Page 445, Beaufort County Registry. Reference is also made to deed in Book 1067, Page 444, Beaufort County Registry. Reference is further made to deed in Book 1252, Page 648, Beaufort County Registry. Reference is further made to deed in Book 1266, Page 362, Beaufort County Registry.

OWNER: EASTERN PRIDE, INC.
 3451-F HANSH STREET
 WILSON, NC

GENERAL CONTRACTOR - STOCKS AND TAYLOR
 CONSTRUCTION, INC.
 WASHINGTON, NC

- THE PROPERTY IS SHOWN ON FLOOD INSURANCE RATE
 MAP 172050001B, DATED MAY 15, 2002 AND A PORTION
 OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD
 HAZARD AREA (LOCATED IN SHADDED ZONE ARE)
 THE REMAINDER OF THE PROPERTY IS IN ZONE X.

SUMMARY OF SITE:

GENERAL BUILDING INFORMATION

BUILDING USE: COMMERCIAL - RETAIL
 BUILDING SIZE: 8000 SF
 BUILDING FOOTPRINT: RETAIL
 500 SF STORAGE

LOT SIZE: 1.78 AC.
 ZONING INFORMATION:
 ZONING: R2
 SETBACKS: MINIMUM BUILDING SETBACKS (UNLESS NOTED)
 FRONT: 30 FEET
 SIDE: 20 FEET
 REAR: 20 FEET

UTILITIES:

WATER LINE - BEAUFORT CO. WATER DISTRICT
 WASTEWATER - CITY OF WASHINGTON/ BEAUFORT CO.

WASTEWATER SERVICE: 2" FORCE MAIN
 WATER SERVICE: 1" SERVICE LINE
 ELECTRIC SERVICE: CITY OF WASHINGTON
 NATURAL GAS - FREDMONT NATURAL GAS; 1" SERVICE

ALL NEW SERVICES SHALL MEET ALL
 NC BUILDING CODE REQUIREMENTS

ALL EXISTING UTILITIES ARE SHOWN
 BASED ON FIELD EVIDENCE

PRIOR TO ANY DIGGING NC ONE CALL SHALL
 BE CALLED AND CONFIRM LOCATION AND SIZE
 OF ALL EXISTING UTILITIES.

LANDSCAPING AND VEGETATION

BUFFER YARDS

A - 8' BUFFER YARD ALONG PERIMETER OF SITE
 B - 8' BUFFER YARD ALONG EASTERN MOST PROPERTY LINE
 D - 10' BUFFER YARD WITH 8' WOODEN FENCE ALONG REMAINING SIDE

BUFFER YARD A REQUIREMENTS: 18-24 LF
 10 SHRUBS / 10 LF
BUFFER YARD B REQUIREMENTS: 24-28 LF
 2 EVERGREEN SHRUBS / 100 LF
 3 SMALL TREES / 10 LF
BUFFER YARD D REQUIREMENTS: 28-32 LF
 2 LARGE TREES / 10 LF
 2 SMALL TREES / 100 LF
 18 EVERGREEN SHRUBS / 100 LF
 LANDSCAPE MAY BE REDUCED BY 50% IF FENCE IS INSTALLED

PARKING REQUIREMENTS

PARKING SPACES TO BE TYPICAL (9 FEET X 18 FEET) UNLESS
 OTHERWISE NOTED
 PARKING SPACES REQUIRED: 38
 PARKING BUILDING CODE REQUIREMENTS: (1 SPACE PER 200 SF RETAIL)
 PARKING PROVIDED TOTAL: 38
 HANDICAPPED ACCESSIBLE - 2
 HANDICAPPED ACCESSIBLE PARKING TO BE (2 EQUAL SPACES)
 PER LOCAL CODE

PLANTING REQUIREMENTS:

- 53 SHRUBS BUFFER YARD A
- 18 EVERGREEN SHRUBS
- 18 SMALL TREES BUFFER YARD B
- 6 LARGE TREES
- 13 SMALL TREES
- 42 SHRUBS FOR BUFFER YARD D WITH A 8' WOODEN FENCE

A. LARGE TREE CATEGORY
 VIRGINIA PINE

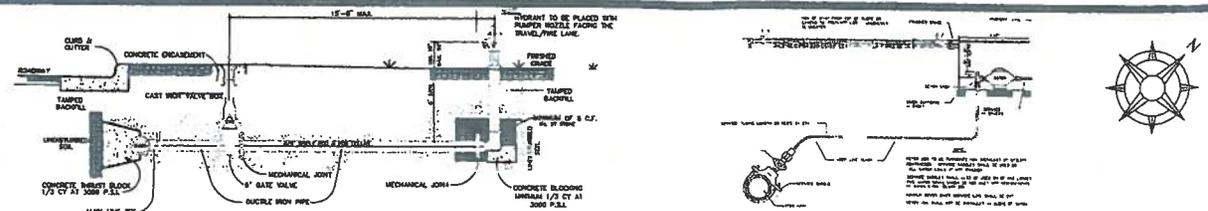
B. SMALL TREE CATEGORY
 CREPE MYRTLE

C. EVERGREEN SHRUB CATEGORY
 JAPANESE PRIVETTE

Existing Fencing:
 Where there is an existing fence which creates a complete visual screen for at least
 two (2) feet in height on an adjoining property owner's yard, and that fence extends
 along a minimum of fifty (50) percent of the abutting yard in question as determined by the
 Director of Planning and Development, then the developer may elect to use one of the
 applicable alternative buffer yards.

(1) Halfway D - minimum width - less (1) feet; required plant materials per one
 hundred

(10) feet - less (2) large trees (minimum 70 percent evergreen); three (3) small trees;
 and twenty-five (25) evergreen shrubs.

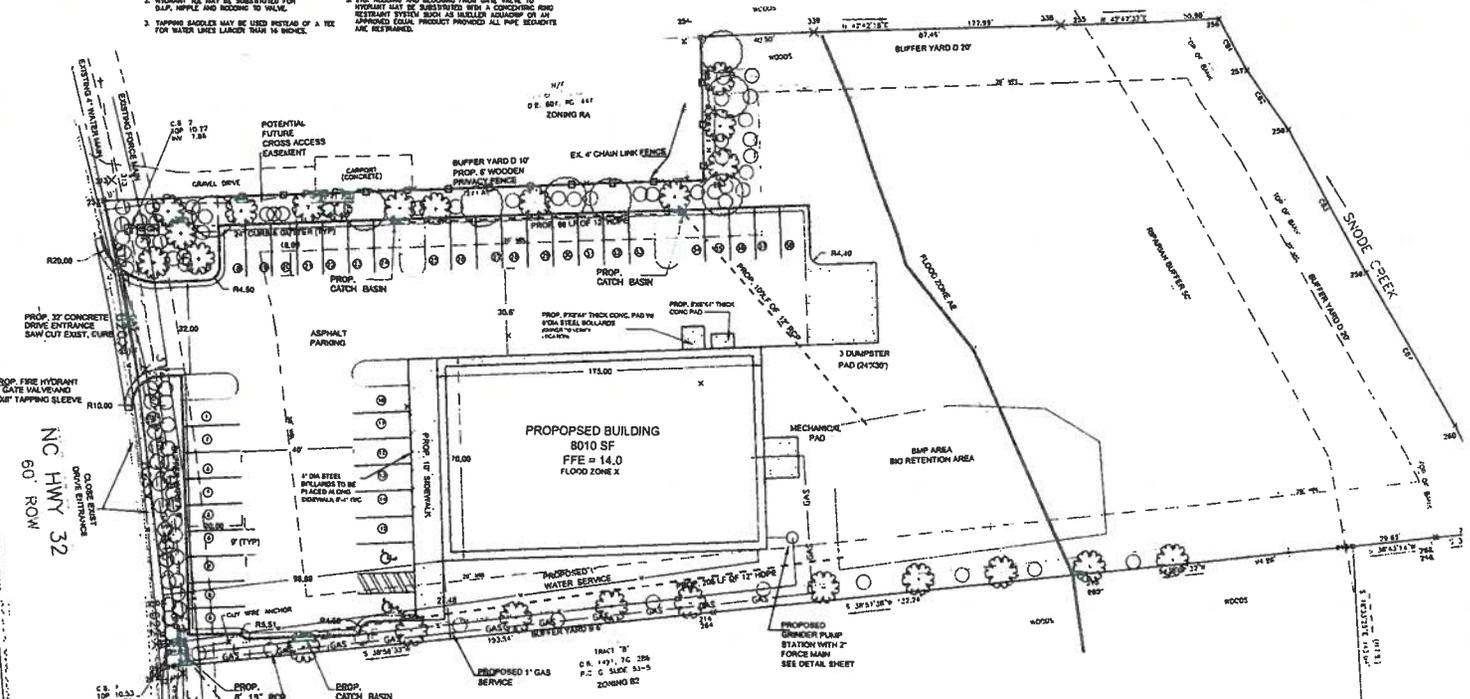


2 FIRE HYDRANT DETAIL
 Scale: Not To Scale

3 3/4" - 1" WATER SERVICE DETAIL
 Scale: Not To Scale



VICINITY MAP



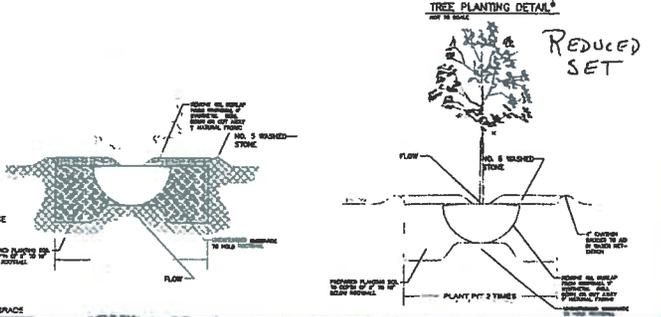
NC HWY 32
 60' ROW

Minimum Plant Size:
 Unless otherwise indicated otherwise in this Section, all plant materials shall meet the
 following minimum size standards at the time of planting:
 Planting Hazard Type Medium Planting Size
 Large Tree
 Single-trunk 1 1/2 inch caliper
 Multi-Stem Champ 8 feet in height
 Small Tree 4 feet in height
 Evergreen Shrub 1 foot in height
 (d) Spacing in Bufferyards C, D, E, and F

Bufferyards C, D, E, and F are intended to create a complete visual screening year round.
 Therefore, proposed and existing vegetation should be spaced to accomplish this purpose.
 No more than two (2) continuous feet of horizontal glaze, as measured and viewed
 perpendicular from the property line, may be void of vegetation at least six (6) feet in height
 within ten (10) years of planting.

1 SITE PLAN
 SCALE: 1" = 20'

1 TYPICAL PAVEMENT SECTION
 Scale: Not To Scale



FAMILY DOLLAR WASHINGTON

ADDRESS: 11021
 CITY-STATE: WASHINGTON, NC

DESIGNED MUP: []
 DRAWN MUP: []
 CHECKED MUP: []
 APPROVED: WARE U. PEEDIN

PROFESSIONAL SEAL
 NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
 SEAL NO. 11021
 WARE U. PEEDIN

REVISIONS

11021
 1" = 20'

C-001

Eastern Pride Inc (Family Dollar)
620 River Road
Estimated General Fund Revenues/Costs (2012)

<i>Annexation Name:</i>	Eastern Pride Inc
<i>Number of Parcels:</i>	1
<i>Acreage:</i>	1.76 acres
<i>General Location:</i>	620 River Road
<i>Population:</i>	0 persons
<i>Public Streets:</i>	River Road – State maintained
<i>Current Total Assessed Tax Value:</i>	\$200,000
<i>Current Zoning:</i>	B-2 (General Business)
<i>Notes:</i>	Located in ETJ

Estimated General Fund Revenues			1st Year	2nd Year
Real Property Tax	1 st Year	2 nd Year	\$2913	\$2913
	\$529,590	\$529,590		
Personal Property			\$206	\$206
Sales Tax			\$0	\$0
Vehicle Tax			\$0	\$0
Utilities Franchise Tax			\$0	\$0
Powell Bill Funds			\$0	\$0
Storm Water Assessment			\$648	\$648
Sanitation Fee			\$0	\$0
Cable TV			\$0	\$0
Beer and Wine Tax			\$300	\$300
Total Estimated Revenues			\$4067	\$4067

Estimated General Fund Costs		1st Year	2nd Year
Administrative Services		\$500	\$0
Added Fire Protection		\$50	\$50
Added Police protection		\$100	\$100
Street Maintenance		\$0	\$0
Street Lighting		\$0	\$0
Solid Waste		\$0	\$0
Public Works		\$800	\$500
Recreation		\$0	\$0
Start Up Costs		\$500	\$0
Total Estimated Costs		\$1950	\$650
Estimated Costs of Property Owner			
Water/Sewer Tap Fees*		\$1436	\$0
Water/Sewer Impact Fees*		\$920	\$0
Environmental Fee*		\$1000	\$0
Fire Hydrant		\$0	\$0
*To be paid by property owner		\$3356	\$0
**Only in City Limits			

Eastern Pride Inc (Family Dollar)
620 River Road
Estimated General Fund Revenues/Costs (2012)

Water/Sewer Rates	3/4" Meter	3/4" Meter
Inside City Limits	Avg. Monthly Use	Avg. Monthly Use
	Water	Sewer
	\$26.00 x 12 = \$312/yr	\$32.40 x 12 = \$389/yr
Outside City Limits	Avg. Monthly Use	Avg. Monthly Use
	Water	Sewer
	\$50.75 x 12 = \$609/yr	\$64.70 x 12 = \$776/yr
	-\$297	-\$387
Total	-\$684	

Cost/Benefit	1st Year	2nd Year
Estimated Revenues	\$4067	\$4067
Estimated Costs	\$1950	\$650
Total	+\$2117	+\$3417
Inside/Outside rates	-\$684	-\$684
Total	+\$1433	+\$2733

Load Management Device Installation Report

Project Start Date : October 2010

	June 2012	Project to Date
Total Load Management Device Installations	56	1434
Total Accounts Added with Load Management	53	1116
Appliances Control Installations		
Air Conditioner / Heat Pump	53	1170
Auxiliary Heat Strip	43	582
Electric Furnace	0	221
Water Heater	49	900
Total Encumbrances to Date		
Load Management Devices		\$66,550
Contractor Installations		\$160,000
Total Project Encumbrances		\$226,550
Total Expenses to Date		
Load Management Device Purchases		\$66,550
Contractor Installation Expenses	\$7,850	\$155,560
Total Project Expenses		\$222,110
Average Cost per Load Management Device Installed		\$154.89
Average Installed Cost per Controlled Appliance		\$77.31
Load Management Devices Remaining in Stock	66	



City of Washington
MEMORANDUM

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: July 23, 2012
Subject: Water and Sewer Budget Transfer

The Budget Officer transferred \$1,322 of funding between divisions of the Water Fund and \$4,144 between divisions of the Sewer Fund in order to cover overspent departments with inter-departmental funds, thus avoiding additional appropriations.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer requests are attached.

~~* Note: Transfer 5 b/+ 2 divisions of sewer~~

Request for Transfer of Funds

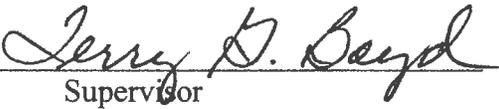
Date: 6/21/2012

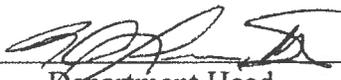
TO: City Manager or Finance Director
FROM: Allen Lewis, Director of Public Works
SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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

	Department	Account Number	Object Classification	Amount
FROM:	Public Works Sewer	32-90-6610	5730	\$ 4,144.00
TO:	Public Works Sewer	32-90-8200	0600 1700	\$ 1,432.00 2,712.00

For the purpose of: To Balance Budget


Supervisor


Department Head

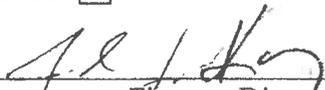
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

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

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


City Manager or Finance Director

06/25/12
Date

* Note: Transfer b/t 2 divisions of water fund.

Request for Transfer of Funds

Date: 6/21/2012

TO: City Manager or Finance Director

FROM:

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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

	Department	Account Number	Object Classification	Amount
FROM:	PUBLIC WORKS WATER	30-90-6610	5730	\$1,322.00
TO:	PUBLIC WORKS WATER	30-90-7250	5600	\$1,322.00

For the purpose of:

Jerry D. Boyd
Supervisor

[Signature]
Department Head

ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

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

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

[Signature]
City Manager or Finance Director

Date

06/25/12



City of Washington
MEMORANDUM

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/CFO
Date: July 23, 2012
Subject: Reporting of reallocation of funding – General Fund, Water Fund, Sewer Fund, Storm Water Fund, and Electric Fund.
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

The following reallocations of funding between divisions within the General Fund, Water Fund, and Electric Fund have been approved by the City Manager in order to cover overspent departments with inter-departmental funds, thus avoiding additional appropriations:

General Fund:

- Decreased Miscellaneous Department by \$65,000
- Decreased Police Department by \$19,910

Total Departmental Decreases - General Fund \$84,910

- Increased Mayor’s Office Department by \$383
- Increased Human Resources Department by \$2,955
- Increased Equipment Services Department by \$23,500
- Increased Street Maintenance Department by \$22,842
- Increased Street Lighting Department by \$1,000
- Increased Public Works Director Department by \$810
- Increased Storm Water Improvements Department by \$10,000
- Increased Recreation Administration Department \$23,420

Total Departmental Increases - General Fund \$84,910

Water Fund:

- Decrease Water Treatment Department by \$2,075
- Increase Water Construction Department by \$2,075

Electric Fund:

-Decrease Purchase Power Department by \$205,800

-Increase Debt Service Department by \$168,000

-Increase Miscellaneous Department by \$37,800

Total Departmental Increases – Electric Fund \$205,800

BACKGROUND AND FINDINGS:

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

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



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27589

Phone: 252-975-1280

Fax: 252-974-6461

Human Relations Council (HRC) Report for the month of June Monday July 23, 2012 City Council Meeting

MISSION STATEMENT

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

Scheduled Public Appearances: – Mr. Buzz Cayton representing DV HELP Inc. submitted a report on Domestic Violence. Mr. Cayton voiced State law requires you to operate a shelter 12 months before funding. At the end of the year you will qualify for grant funding. Mr. Cayton advised Representative Bill Cook is working on changing the State law requirement – House Bill 757. If this happens, each county would be eligible for funding and counties could partner together. Currently, we are trying to accomplish providing temporary shelter. Three counties would like to partner together, Martin and Washington County (Martin County contacted us along with the Mayor in Plymouth).

The mission of DV Help Inc. is to assist and support victims of domestic violence, sexual assault and rape in order to nurture individual independence and restore human dignity. This is accomplished by providing the following services:

- 24-hour domestic violence/sexual assault crisis line
- DV HELP emergency shelter
- Medical and legal assistant/accompaniment
- Non-judgmental counseling
- Confidentiality
- Referral and information (DV Help Inc. is partnering with Path Ways to Life – Path Ways to Life have agreed to tall all of our clients and will be providing this service to Washington without charge *with the nearest office being in Greenville. Mr. Cayton advised if we create enough need they are willing to put an office in Washington.
- Provision of basic necessities
- Children's and parent's programs
- Health and general education programs
- Support Groups
- Workshops and seminars
- Educational program for men who batter

April 26, 2012

To Whom It May Concern:

Pathway to Life, Inc. is excited to partnership with Domestic Violence/Sexual Assault H.E.L.P., Inc. to provide care to the Beaufort and Martin County Community. Our agency is committed to provision of the following for those who qualify: comprehensive intake assessments, medication evaluations, treatment planning, case management, counseling/therapy services, and additional enhanced services. Individuals who can best be served by alternative providers or supports will be referred and linked to ensure appropriate level of care.

Pathways to Life, Inc. adheres to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The HIPAA Privacy Rule provides federal protections for personal health information held by covered entities and gives patients an array of rights with respect to that information. Coordination of care is an integral part of service, and Pathways to Life, Inc. accomplishes this via written Release of Information signed by client/legal guardian. As an active provider of mental health services, Pathways to Life, Inc. maintains liability insurance.

Pathways to Life, Inc. is privileged to be part of the Domestic Violence/Sexual Assault H.E.L.P., Inc. project. Together we can assist individuals in developing and building successful futures. If you have any questions or concerns, please do not hesitate to contact Varinia Soler, Hispanic Relations Coordinator, at (252) 695-0269 (x2004) or via e-mail at vsoler@pwstolife.com.

Sincerely,



LaMont Chappell
CEO of Pathways to Life, Inc.

Ms. Kimberly Grimes, Crime Prevention Outreach Manager updated Human Relations Council members on the upcoming "Summer Football Camp" and National Night Out. National Night Out has been scheduled for August 7th from 4-8 pm at Beebe Memorial Park.

Update – Multicultural Festival 2012 – Board member Howard voiced a meeting had been scheduled with former board member Nattalie Castro on Friday, June 15, 9:30 am at the Mid-East Commission Office.

Request – Martin County Community Action Board – Seeking two members from Beaufort County for representation on their board. Contact: Mr. Reginald Speight at 252.792.7111 ext. 34.

FYI – items addressed at this time – inclusive of May report to City Council and the Special Assistance Program offered through DSS (Utilities Assistance – contact Andrea Starkey at 252.975.5500, appointments & utility bill discussion.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Cynthia S. Bennett, City Clerk *CSB*
Date: July 9, 2012
Subject: Appointments to Various Boards, Commissions, and Committees
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

See attached recommended motions

BACKGROUND AND FINDINGS:

Advertisements were run in the Washington Daily News and Cable 9 for vacancies for expiring terms on various boards, commissions, and committees, with the application deadline being July 13, 2012 at 5:00 p.m. Copies of all applications received were distributed to department heads to allow them time to meet with their Council liaison and Board Chairman.

Nominations will be made by the Council liaisons at the July 23, 2012 Council meeting.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Board Applications

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Date Concur _____ Recommend Denial *JD* No recommendation *7/12/12*

ACTIONS SUGGESTED:

A. Board of Library Trustees

I move that the City Council appoint _____ to the Board of Library Trustees, to fill the expired term of **Mima Dixon**, term to expire June 30, 2018.

I move that the City Council appoint _____ to the Board of Library Trustees, to fill the expired term of **Mara Graves**, term to expire June 30, 2018.

B. Historic Preservation Commission -

I move that the City Council appoint _____ to the Historic Preservation Commission to fill the expired term of **Kasey Stamey** term to expire June 30, 2015.

I move that the City Council appoint _____ to the Historic Preservation Commission to fill the expired term of **Jim Coke**, term to expire June 30, 2015.

C. Animal Control Appeal Board -

I move that the City Council appoint _____ to the Animal Control Appeal Board to fill the expired term of **Inez Kosto**, term to expire June 30, 2015.

D. Washington Electric Utilities Advisory Commission -

I move that the City Council appoint _____ to the Washington Electric Utilities Advisory Commission to fill the expired term of **Benjamin Davis(inside)**, term to expire June 30, 2015.

I move that the City Council appoint _____ to the Washington Electric Utilities Advisory Commission to fill the expired term of **Lloyd May(inside)** term to expire June 30, 2015.

I move that the City Council appoint _____ to the Washington Electric Utilities Advisory Commission to fill the vacant position **representing Bath**, term to expire June 30, 2015, in concurrence with the Bath Town Board.

Primary Board Brown Library Board of Trustees Other Boards _____

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

NAME Dr. Mara V. Graves
(Please Print)

ADDRESS 111 Pamlico Lane Chocowinity NC 27817

PHONE NO. (BUSINESS) _____ (HOME) 252-948-2415

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 13 YEARS

YEARS OF EDUCATION 21

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE Brown Library Board of Trustees

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)
(OPTIONAL): Use back of sheet if additional space is needed
I have served on the Advisory Board and wish to continue for another term.

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.

Mara V Graves
Signature
June 19, 2012
Date

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

Primary Board Library Other Boards _____

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

NAME Raymond Freeman
(Please Print)

ADDRESS 303 Channel Run, Washington, NC

PHONE NO. (BUSINESS) cell 495-3370 (HOME) 495-3352

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

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

YEARS OF EDUCATION 16 BA in English and Library Science

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

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

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

I feel qualified for this appointment due to educational background (see above) and diversified work history including sales, sales management, health fields all working with people and working within a budget. Before

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.

see back

Email: dinansip@aol.com

Raymond Freeman
Signature

7-06-12
Date

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

I came to Washington, my permanent home, I lived in Plymouth, NC for 2 years and I was a "Friends of Library" there and helped with fundraisers. I believe I can contribute to this board and would like to be considered.

Primary Board Board of Library Trustee's

Other Boards Recreational Advisory Board

Washington Tourism

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

NAME Sandra Whittle Hughes

(Please Print)

ADDRESS 1202 North Market Street, Washington, NC 27889

PHONE NO. (BUSINESS) (C) 252-495-4188

(HOME) 252-495-3256

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

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

YEARS OF EDUCATION BS Special Education, Master Classes

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

Children's Librarian and teacher interested in reading programs for children and adults. Will serve on any board appointed to other than Animal Control.

Have owned a home here for six years; lived part time; full time since July 2011.

Lived and/or traveled in the US and abroad. Retiring in June, 2012 have time to commit.

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.

Sandra Whittle Hughes
Signature

4/13/2012

Date

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

Primary Board Library Trustee Other Boards _____

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

NAME JAYNE BAKER
(Please Print)

ADDRESS 115 HILLINGDALE DR. WASHINGTON N.C

PHONE NO. (BUSINESS) retired (HOME) 946-0065 Cell 402-9655

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

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

YEARS OF EDUCATION 16

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

Lowell Wood and Brown Library. I have worked in a library. I have a business education and work history, so I am very familiar with business

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.

Jayne Baker
Signature

April 24, 2012
Date

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

and budgets, etc. I believe I could bring knowledge and willingness to help to the table. Part of my education dealt with organization which has served me well in my work history - managing departments (finance area) at large companies.

Jaye Baker

HPC

Primary Board Historic Commission Other Boards _____

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

NAME Geraldine B. McKinley
(Please Print)

ADDRESS 405 E. Main St. Washington NC 27889

PHONE NO. (BUSINESS) 252-975-8010 (HOME) 252-975-0261

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

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

YEARS OF EDUCATION 12 yrs.

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
1- long time resident of the Historic District (1956)
2- I am interested in preserving our Historic homes & buildings
today

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.

Geraldine B. McKinley
Signature

5-25-12
Date

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

Primary Board Animal Control Board Other Boards _____

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

NAME Karen Tripp
(Please Print)

ADDRESS 625 East Main

PHONE NO. (BUSINESS) _____ (HOME) 946-1080

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

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

YEARS OF EDUCATION 19 years Master in Speech Pathology

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

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

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

I have always owned dogs and cats. I now have 2 dogs, plus dog sit for several people. I also helped in promoting the dog park and help look after it.

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.

Karen A. Tripp
Signature

June 15, 2012
Date

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

Primary Board Washington Electric Utilities Advisory Other Boards Planning Board

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

NAME John J. O'Neill, Jr.
(Please Print)

ADDRESS 420 East Main Street, Washington, NC 27889

PHONE NO. (BUSINESS) 919-426-8402 (HOME) 252-833-4396

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 3.5 YEARS

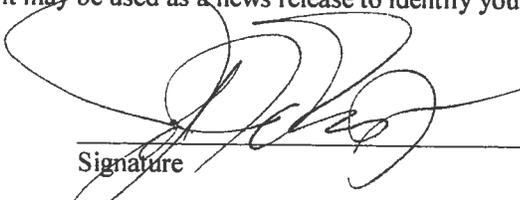
YEARS OF EDUCATION Post-College Graduate Work

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

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)
(OPTIONAL): Use back of sheet if additional space is needed
Have worked in Electric Utility industry (Florida Power & Light), understand dynamics & economics of energy generation, transmission & distribution

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


Signature
22 APR 2012
Date

NOTE: Application will remain on file for six (6) months Expiration Date: 22 October 2012

Primary Board Washington Utility Other Boards _____

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

NAME James R. Gaynor
(Please Print)

ADDRESS 500 Alderwood Road, Washington, NC 27889

PHONE NO. (BUSINESS) (252) 975-1993 (HOME) (252) 945-3075

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 Bachelor's Degree Occupational Therapy, ECU

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
25 years of business ownership - owner of two businesses in Washington - DT Plus, Inc. and Washington Therapy Center.

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

Signature James R. Gaynor

Date 5/25/2012

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

Primary Board: Electric Utilities Board Other Boards: Planning Board

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

NAME James M. Skillen
(Please Print)

ADDRESS 118 West 11th Street

PHONE NO. (BUSINESS) _____ (HOME) 252-946-1476

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

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

YEARS OF EDUCATION College Graduate, UNC-CH 1982 - BS Chemistry

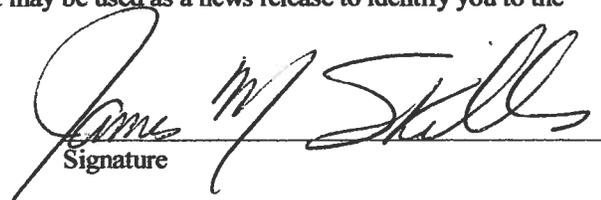
HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE _____

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)
(OPTIONAL): Use back of sheet if additional space is needed
Have experience with all types of federal / state regulation including experience with FERC

**SEE ATTACHED RESUME*

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


Signature

5/21/2012
Date

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

JAMES SKILLEN

118 West 11th Street ▪ Washington, NC 27889 ▪ Phone: 252-946-1476 ▪ jskillen1@suddenlink.net

Regulatory Affairs Specialist

28 years of experience facilitating and coordinating a positive / productive relationship with regulators at the state or federal level. Experience with rules / regulations promulgated for every environmental statute.

17 years of experience working for two member driven national trade associations on a variety of regulatory issues with significant impact to our members.

Professional Experience

RISE – WASHINGTON, DC

2006 to 2012

Director of Science & Regulatory Affairs

Key Results:

- Liaison for the Regulatory Affairs Committee, facilitated industry relationship with the Environmental Protection Agency's (EPA) Office of Pesticide Programs (OPP). Developed and implemented specific strategy for each regulatory action initiated by EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) at the state and federal level.
- Raised >\$400,000 to sponsor turf research at two major universities, organized a Symposium through the American Chemical Society's Division of Agrochemical to present the research and facilitated the publication of "The Fate of Nutrients and Pesticides in the Urban Environment" [ISBN 978-0-8412-74228].
- Liaison for the Aquatic Committee, facilitated industry relationship with EPA's OPP and EPA's Office of Water. Developed and implemented specific strategy for each regulatory action initiated by EPA under FIFRA and the Clean Water Act (CWA) at the state and federal level.

RISE – WASHINGTON, DC

2001 to 2006

Manager of Formulator Issues

Key Results:

- Liaison for the Formulators Committee, facilitated industry relationship with the Environmental Protection Agency's (EPA) Office of Pesticide Programs (OPP). Developed and implemented specific strategy for each regulatory action initiated by EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) at the state and federal level.
- Liaison for the Aquatic Workgroup, facilitated industry relationship with EPA's OPP and EPA's Office of Water. Developed and implemented specific strategy for each regulatory action initiated by EPA under FIFRA and the Clean Water Act (CWA) at the state and federal level.
- Raised >\$500,000 to challenge Ninth Circuit decision in the "Headwaters, Inc. v. Talent Irrigation District" court case.

THE FERTILIZER INSTITUTE – WASHINGTON, DC

1995 to 2001

Director of Regulatory Programs

Key Results:

- Liaison for the Environmental Committee, the Health & Safety Committee and the Energy Committee. Facilitated industry relationship with the EPA, the Occupational Safety and Health Administration (OSHA) and the Federal Energy Regulatory Commission (FERC). Developed and implemented specific strategy for each regulatory action initiated by these agencies.

TEXASGULF, INC. – AURORA, NC

1989 to 1995

Environmental Scientist

Key Results:

- Responsible for facility compliance with the Clean Water Act, the Safe Drinking Water Act; the Emergency Planning and Community Right-to-Know Act, and the Resource Conservation and recovery Act. Facilitated site relationship with the EPA and the North Carolina Department of Environment and Natural Resources. Developed and implemented specific strategy for each regulatory action initiated by the state or federal agencies.

CONSERV INC. – NICHOLS, FL

1983 to 1989

Senior Process & Environmental Chemist

Key Results:

- Responsible for facility compliance with every environmental statute. Facilitated site relationship with the EPA and the Florida Department of Environment Protection. Developed and implemented specific strategy for each regulatory action initiated by the state or federal agencies.

Education

UNIVERSITY OF NORTH CAROLINA – CHAPEL HILL, NC

Bachelor of Science in Chemistry, 1982

References:

Available upon request

Primary Board Electric Utilities Advisory Commission Other Boards _____

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

NAME Pearson Chrismon
(Please Print)

ADDRESS 110 North Main Street, Bath NC

PHONE NO. (BUSINESS) _____ (HOME) 252-923-4711

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

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

YEARS OF EDUCATION _____

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

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)

(OPTIONAL): Use back of sheet if additional space is needed

Would like to be a representative on the Electric Advisory Board for the Town of Bath and have the full support of the Town of Bath

Commissioners _____

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.

Pearson Chrismon / [Signature]
Signature

5/25/2012
Date

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



The Historic Town of Bath

*P O Drawer 6A, 103 S King Street
Bath, North Carolina 27808*

May 23, 2012

To Whom It May Concern:

Please be advised that the Town of Bath Commissioners are in full support of Mr. Pearson Chrismon, who resides at 110 N. Main Street, Bath, as representative for the Town of Bath on the Electric Advisory Board.

If you have any questions or need further information, please feel free to call.

Sincerely,

James G. Latham, Mayor
Town of Bath



City of Washington **REQUEST FOR CITY COUNCIL ACTION**

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: July 9, 2012
Subject: Demolition contract: Award the demolition contract for the structure located at 507 West 2nd Street and amend the Budget Ordinance.

Applicant Presentation: N/A
Staff Presentation: John Rodman, Planning and Development
Allen Pittman, Senior Building Official

RECOMMENDATION:

I move that the City award the demolition contract for the structure located at 507 West 2nd Street to the lowest responsible bidder, Roanoke Electric Corporation, in the amount of fourteen thousand seven hundred dollars (\$14,700) and amend the budget ordinance for the City of Washington to increase funds for Contract Services – House Demolition by \$15,000.

BACKGROUND AND FINDINGS:

The governing body of the City may adopt and enforce ordinances relating to residential buildings or structures that fail to meet minimum standards of maintenance, sanitation, and safety. The minimum standards address conditions that are dangerous and injurious to public health, safety and welfare and identify circumstances under which a public necessity exists for the repair, closing or demolition of such buildings or structures.

The City Council determined that the property had not been properly maintained and failed to meet minimum standards and an order was issued to require the structure to be demolished.

Original bids for demolition of the structure were not accepted and the project was re-bid for demolition.

PREVIOUS LEGISLATIVE ACTION

Offered property for sale – 1st Bid offering – bid removed
2nd Bid offering – none received

Historic Preservation Commission – granted COA April 3, 2012

Adopted demolition ordinance – June 11, 2012

Bid Sheet

TJ's Marine Construction LLC (contractor)
hereby offers to demolish and properly dispose of the structure at 507 West 2nd street for the sum of
\$24,600⁰⁰ (bid).

This bid includes all items listed on the bid specification sheet for this project.

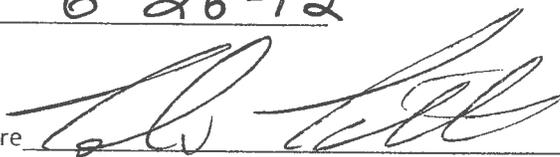
Successful bidder shall be responsible for all permits, disposal and other applicable fees.

I understand that the City of Washington reserves the right to reject any and all bids.

I also understand that this bid is to be sealed in an envelope. The seal of the envelope is to have the signature of the bidder and the date that the bid was submitted. The bid will not be opened until 2 pm on June 26, 2012. Any unsealed bid will not be accepted.

Date 6-26-12

Signature



Contractor information

Company

TJ's Marine Construction LLC

Address

P.O. Box 125
Pantego NC 27860

Phone

252-943-6677
944-5555

At Your Service

PO Box 2654
Greenville NC 27835

Estimate

Date	Estimate #
6/26/2012	1

Name / Address
City of Washington 507 W 2nd St Washington NC 27889

			Project
Description	Qty	Rate	Total
City License Fee		125.00	125.00
inspection and asbestos testing		2,000.00	2,000.00
demolishing 2 story house located at 507 W 2nd St following methods required by state		14,875.00	14,875.00
disposal of debris(including hazardous according to applicable laws)		0.00	0.00
site will be left at a level mowing condition			
Total			\$17,000.00

Bid Sheet

Roanoke Electric Corporation (contractor)
hereby offers to demolish and properly dispose of the structure at 507 West 2nd street for the sum of
\$14,700.00 (bid).

This bid includes all items listed on the bid specification sheet for this project.

Successful bidder shall be responsible for all permits, disposal and other applicable fees.

I understand that the City of Washington reserves the right to reject any and all bids.

I also understand that this bid is to be sealed in an envelope. The seal of the envelope is to have the signature of the bidder and the date that the bid was submitted. The bid will not be opened until 2 pm on June 26, 2012. Any unsealed bid will not be accepted.

Date 6/25/2012

Signature  President

Contractor information

Company **Roanoke Electric Corporation**

**P.O. Box 7
Pantego, NC 27860-0007
(252) 943-3617**

Address _____

Phone _____

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That account number 10-00-3991-9910, Fund Balance Appropriated portion of the General Fund revenue budget be increased in the amount of \$8,389 to provide funds for the demolition of the house on 507 West Second St.

Section 2. That account number 10-10-4350-4500, Contract Services-House Demolition, Code Enforcement portion of the General Fund appropriations budget be increased in the amount of \$15,000.

Section 3. That account number 10-00-9990-9900, Contingency, Contingency portion of the General Fund appropriations budget be decreased in the amount of \$6,611.

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 July, 2012.

MAYOR

ATTEST:

CITY CLERK

**GRANT PROJECT ORDINANCE FOR ACQUISITION AND DEMOLITION OF
 OLD HEALTH DEPARTMENT
 GRANT AWARD PDMC-PJ-04-NC-2010-003
 CITY OF WASHINGTON, N.C.
 FOR THE FISCAL YEAR 2011-2012**

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

Section 1. The project authorized is to provide funds for acquisition and demolition of the Old Health Department.

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

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

69-60-4930-0400	Project Administration	\$ 8,811
69-60-4930-0405	Legal Fees	2,510
69-60-4930-7100	Acquisition	54,352
69-60-4930-8000	Demolition & Removal	<u>119,348</u>
	Total	\$ 185,021

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

69-60-3434-3300	Federal FEMA Grant	\$ 138,766
69-60-3352-0000	City Contribution	<u>46,255</u>
	Total	\$ 185,021

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the FEMA grant agreement.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments that are due. Reimbursement requests should be made to the Federal agency in an orderly and timely manner.

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

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

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

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

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

Adopted this the 25th day of June, 2012.

MAYOR

ATTEST:

CITY CLERK

Old Health Department Building:

Awarding agency: North Carolina Emergency Management, a state level FEMA funding body

Program category: Hazard mitigation assistance (HMA)

Request for Funding submitted: September 28, 2009

Award notification: December 2011 (official documentation pending)

FEMA Grant Application Portal: <https://portal.fema.gov/famsVuWeb/home> Login: bgentile Password: Washington

Project scope:

The structures located in and around North Harvey Street were developed prior to the creation of FIRM, FIS, and Flood Boundary maps. After the "Old Health Department Building" had been developed, urbanization within the Jack's Creek drainage basin continued to occur. Unfortunately, the current pump system located in Jack's Creek is inadequate. When the storm surge from the Pamlico/Tar River exceeds 6 feet mean sea level, the dike to drain water from Jack's Creek is breached and the basin floods. In 1999, Hurricane Floyd severely flooded the "Old Health Department" building doing severe damage to it.

The building sat vacant for a few years, until a nonprofit acquired it from the County in hopes of restoring it for a youth center. The nonprofit was unable to meet North Carolina Building Code standards, as the storm damage exceeded their construction budget, thus never obtained a Certificate of Occupancy. In 2009, the structure was re-acquired by the City and has remained unoccupied since it flooded in 1999.

The "Old Health Department Building finished floor is 4.5 feet BELOW the base flood elevation for the 100 year flood. Given that FEMA's mission is to reduce loss and life and property and to protect the Nation from all hazards, including natural disasters, acts of terrorism and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. The need for a hazard mitigation project at 403 North Harvey Street certainly meets this mission.

Post award project steps:

1. Follow its procurement procedures and consider obtaining the services of a consulting agency to manage the project or it will choose to manage the project "in-house". or it will choose to manage the project "in-house".
2. Submit sales report and closing documents (including information used to establish Fair market value) to NCEM to request reimbursement for the purchase price of the building.
3. Once the financial aspect of the acquisition is complete, the City will proceed to demolish the structure- ensuring that any asbestos issues are abated and perform light seeding and grading.
4. A deed restriction will be recorded that will maintain the use of the parcel to that of "open space in perpetuity".

Special notes:

1. City should request reimbursement for the purchase price of the building (City purchased building prior to grant award, however NCEM
2. City was told by NCEM that the abutting basketball court would need to be removed to comply with the grant

Budget as submitted and approved by NCEM/FEMA:

- Acquisition of Public Real Property (Structures and Land) - Coastal						Federal Share: \$ 138,765.75
Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)	
5 % Project Management	Administrative Expense	1.00	Each	\$ 8,811.00	\$ 8,811.00	
Acquisition of Structure Only	Land, Structures, Right-of-way	1.00	Each	\$ 54,352.00	\$ 54,352.00	
Appraisal	Preliminary Expense	1.00	Each	\$ 500.00	\$ 500.00	
Title Work	Preliminary Expense	1.00	Each	\$ 400.00	\$ 400.00	
Recording Fee	Preliminary Expense	1.00	Each	\$ 35.00	\$ 35.00	
Legal and Closing Costs	Preliminary Expense	1.00	Each	\$ 1,400.00	\$ 1,400.00	
Pre-Mitigation Survey	Preliminary Expense	1.00	Each	\$ 175.00	\$ 175.00	
Demolition Cost	Demolition And Removal	6,579.00	Square Foot	\$ 12.00	\$ 78,948.00	
Grading and Seeding	Demolition And Removal	1.00	Each	\$ 10,000.00	\$ 10,000.00	
Asbestos Inspection and Abatement	Demolition And Removal	1.00	Each	\$ 30,400.00	\$ 30,400.00	
Total Cost					\$ 185,021.00	

Total Project Cost Estimate: \$ 185,021.00

PROJECT: PDM-PJ-04-NC-2010-003
COST CENTER: 1510-532 FY10
CFDA: 97.047

**NORTH CAROLINA
PRE-DISASTER MITIGATION
GRANT AGREEMENT**

THIS PRE-DISASTER MITIGATION (PDM) PROGRAM AGREEMENT (the Agreement) is entered into by and between the **State of North Carolina, Department of Public Safety, Division of Emergency Management, Raleigh, North Carolina** (hereinafter referred to as the "AGENCY/ GRANTEE"), and **City of Washington, North Carolina** (hereinafter referred to as the "RECIPIENT/ SUBGRANTEE").

WHEREAS, Congress authorized financial assistance to States and communities for Pre-Disaster Mitigation activities; and

WHEREAS, the Federal Emergency Management Agency recognizes a need to provide States and communities with much needed source of pre-disaster mitigation funding for cost-effective hazard mitigation activities that are part of a comprehensive mitigation program, and that reduce injuries, loss of life, and damage and destruction of property; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. §166A-1 *et seq.*, N.C.G.S. §166A-6.01(b)(2)a.3. (Senate Bill 300), N.C.G.S. §143B-476; §203 and §322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et seq.*, *as amended*, §102 of the Disaster Mitigation Act of 2000, P.L. 107-73, 115 Stat. 651, Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 2002 and Catalog of Federal Domestic Assistance (CFDA) §83.557 authorize the relationship as described herein; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

The RECIPIENT/SUBGRANTEE shall fully perform the approved Pre-Disaster Mitigation (PDM) project, as described in the approved FEMA application as described in Attachment A, in accordance with the approved scope of work in the approved FEMA application, the estimate of costs indicated in the approved FEMA application, and the terms and conditions of this Agreement.

RECIPIENT/ SUBGRANTEE shall not deviate from the approved project and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall

comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project. The project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

(2) FUNDING AND INSURANCE

The AGENCY/GRANTEE shall provide Pre-Disaster Mitigation Program Funds for costs incurred in performing the Project identified in the approved FEMA application as identified in Attachment A as follows:

A. Acquisition Project

<u>Total Number of Structure(s)</u>		<u>Total Costs</u>
1		\$133,300.00
<u>Soft Costs/unit</u>	<u>Total Units</u>	<u>Total Soft Costs</u>
\$51,721.00	1	\$51,721.00
Total Estimated Project Costs		\$185,021.00

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources

1. Estimated Federal Share for PDM-PJ-04-NC-2010-003	\$138,765.75
2. Estimated Local Share for PDM-PJ-04-NC-2010-003	\$46,255.25
3. Estimated State Share for PDM-PJ-04-NC-2010-003	\$0.00
4. Federal Share of Recipient/Subgrantee Administrative Cost for PDM-PJ-04-NC-2010-003	\$0.00
5. State Share of Recipient/Subgrantee Administrative Cost for PDM-PJ-04-NC-2010-003	\$0.00

TOTAL FOR PDM-PJ-04-NC-2010-003 **\$185,021.00**

Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., *as amended*, §102 of the Disaster Mitigation Act of 2000; 44 C.F.R. Part 13; OMB Circular A-87, N.C.G.S. §166A-6.01(b)(2)b. (Senate Bill 300), and other applicable Pre-Disaster Mitigation Program guidance.

The RECIPIENT/SUBGRANTEE shall utilize the forms entitled "Request for Advance" and "Cost Report" to obtain funds under this agreement. RECIPIENT/SUBGRANTEE shall not receive funds under this agreement if it does not submit a Cost Report or Request For Advance form. To receive funds under this agreement, RECIPIENT/SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Pre-Disaster Mitigation Program Project Manager. As per Paragraph 12(d) of this Agreement, if RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE.

To receive funds under this agreement, the Designated Agent shall sign the Cost Report or Request for Advance Form. These forms are hereby incorporated into this Agreement by reference. Following full execution of this Agreement, the Fiscal Section of the Department of Public Safety will forward the Cost Report to the RECIPIENT/SUBGRANTEE. (See sample Cost Report attached). RECIPIENT/SUBGRANTEE shall complete the Cost Report and attach appropriate invoices or other appropriate documentation and forward it to the appropriate Division of Emergency Management Hazard Mitigation Project Manager or Hazard Mitigation Specialist. AGENCY/GRANTEE will reimburse RECIPIENT/SUBGRANTEE for eligible costs in increments of Five Hundred Dollars (\$500.00) or greater.

The final payment of funds will be made only after the project created pursuant hereto has been completed by the RECIPIENT/SUBGRANTEE and approved by the AGENCY/GRANTEE, submission of all required documentation and a request for final reimbursement.

RECIPIENT/SUBGRANTEE agrees, as a condition of receipt of funding pursuant to this Agreement, where necessary, to obtain reasonably available, adequate, and necessary insurance for the type or types of hazard for which the major disaster was declared, in accordance with the requirements of the Flood Insurance Administration (FIA), 44 C.F.R. Parts 206, 209 and any other applicable law or regulation.

(3) DUPLICATION OF BENEFITS PROHIBITION

In accordance with the provisions of 42 U.S.C. . 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. The RECIPIENT/SUBGRANTEE shall notify the AGENCY/GRANTEE, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application, and of any entitlement to or recovery of funds from any other source for the Project costs, including, as applicable, Federal, State, local and private funding. Allowable costs shall be reduced by the amount of duplicate sources available. The RECIPIENT/SUBGRANTEE shall be liable to the

AGENCY/GRANTEE to the extent that the RECIPIENT/SUBGRANTEE receives duplicate benefits from any other source for the same purposes for which the RECIPIENT/ SUBGRANTEE has received payment from the AGENCY/GRANTEE.

The RECIPIENT/SUBGRANTEE shall immediately remit to the AGENCY/GRANTEE any duplication of benefits payment received by the RECIPIENT/SUBGRANTEE. In the event the AGENCY/GRANTEE determines a duplication of benefits has occurred RECIPIENT/SUBGRANTEE hereby authorizes the Controller of the Department of Public Safety to take offset action against any other available funding due the RECIPIENT/SUBGRANTEE. In addition, RECIPIENT/SUBGRANTEE shall ensure, as a condition of funding under this Agreement, that all required Privacy Act releases and Duplication of Benefit paperwork is completed.

(4) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachments B, C, and D.

(5) PERIOD OF AGREEMENT

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. The termination date is **March 31, 2013** unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (11), (13) or (17).

(6) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(7) RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT

- (a) If applicable, RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 44 C.F.R. Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and/or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and/or OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles

for Nonprofit Organizations."

- (b) If applicable, all financial and programmatic records, supporting documents statistical records and other records of RECIPIENT/SUBGRANTEE shall be retained pursuant to 44 C.F.R. Part 13 and 9 NCAC Part 3M. All original records pertinent to this Agreement shall be retained by the RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report, whichever is later, with the following exceptions:
- If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
- (c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and other applicable laws and regulations.
- (d) The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

(8) REPORTS

- (a) The RECIPIENT/SUBGRANTEE shall provide monthly progress reports to the AGENCY/GRANTEE, using the attached Progress Report Form, Attachment F. Reports are due by the tenth of the following month. Reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the RECIPIENT/SUBGRANTEE prior to the final inspection and may be requested by the AGENCY/GRANTEE based on information supplied in the progress reports.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/SUBGRANTEE shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The

AGENCY/GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

- (b) RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE with a close-out report on forms provided by the AGENCY/GRANTEE. The close-out report is due no later than forty-five (45) days after termination of this Agreement or upon completion and approval of the project that is the subject of this Agreement.
- (c) If all required reports and copies are not sent to the AGENCY/GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/GRANTEE may withhold further payments until they are completed or may take such other action as set forth in paragraph (11). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work, Attachment A.
- (d) Upon request by the AGENCY/GRANTEE, the RECIPIENT/SUBGRANTEE shall provide such additional program updates or information as may be required by the AGENCY/GRANTEE.

(9) **MONITORING**

The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement and incorporated by reference herein.

(10) **LIABILITY**

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.
- (c) RECIPIENT/SUBGRANTEE who is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION

- (a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
 - 1. If any warranty or representation made by the RECIPIENT/SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 - 2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;

3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;
 4. If the RECIPIENT/SUBGRANTEE has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as "Attachment A".
 5. If the necessary funds are not available to fund this agreement as a result of action by Congress, the N.C. Legislature, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the AGENCY/GRANTEE may, at its option, upon written notice to the RECIPIENT/SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the RECIPIENT/SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.

- (d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/SUBGRANTEE is determined.

(12) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement.
- (b) The name and address of the AGENCY/GRANTEE contract manager for this Agreement is:

**John Crew
 Hazard Mitigation Section Chief
 Department of Public Safety
 NC Division of Emergency Management
 Disaster Recovery Operations Center
 1830-B Tillery Place
 Raleigh, NC 27604**

- (c) The name and address of the Representative of the RECIPIENT/SUBGRANTEE (Designated Agent) responsible for the administration of this Agreement is:

**Mailing Address:
 Josh L. Kay
 City Manager
 City of Washington
 102 East Second Street
 Washington, NC. 27889**

Overnight Address:
Josh L. Kay
City Manager
City of Washington
102 East Second Street
Washington, NC. 27889

(13) OTHER PROVISIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.
- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/ GRANTEE for any further or subsequent default by the RECIPIENT/ SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/ GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.
- (d) All National Flood Insurance Program documentation and repetitive loss information will bear the notice:

“The information contained in this document is legally privileged and confidential. Its use is protected under the privacy act of 1974, 5 U.S.C., Section 552(a). Use of this information should be restricted to

applicable routine use cited in the systems notice published in 56 FR 26415.”

(14) **AUDIT REQUIREMENTS**

- (a) If applicable, RECIPIENT/SUBGRANTEE shall provide the following completed documentation to the AGENCY/GRANTEE:
- Designation of Applicant’s Agent;
 - State-Applicant Disaster Assistance Agreement;
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;
 - Hard copies of Single Audit Reports within 60 days of close of fiscal year.

If the RECIPIENT/SUBGRANTEE fails to provide any of the documentation discussed or requested in this Agreement, the AGENCY/GRANTEE will be under no obligation to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

- (b) The RECIPIENT /SUBGRANTEE agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor’s Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT/SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et.seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. §13.43, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.
- (c) These records shall be available at all reasonable times for inspection, review, or audit by the N.C. State Auditor and other personnel duly authorized by the AGENCY/GRANTEE. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday.

- (d) The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (e) The RECIPIENT/SUBGRANTEE shall provide the AGENCY/GRANTEE and the Office of the State Auditor with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE's response to all findings, including corrective actions to be taken.
- (f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/ SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.
- (g) The RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

- (a) If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/ SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.
- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/ GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/ GRANTEE within ten (10) days of execution of said subcontract.
- (d) Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued

pursuant to this grant be administered in accordance with all state and federal requirements.

(16) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(17) STANDARD CONDITIONS

The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions:

- (a) The State of North Carolina's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina Legislature (where applicable) and/or the Congress of the United States to provide funding for Pre-Disaster Mitigation Grant projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.

Upon FEMA approval, there will be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the RECIPIENT/SUBGRANTEE.

- (c) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes and made or received by the Contractor/RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(18) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully herein.
- (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement includes the following attachments or documents incorporated by reference as if fully set out herein:

1. Attachment A Approved Project Budget & Scope of Work
2. Attachment B Program Statutes and Regulations
3. Attachment C Lobbying Prohibition/Certification
4. Attachment D Statement of Assurances
5. Attachment E Special Conditions
6. Cost Report and Request for Advance
7. Progress Report Form
8. N.C. Division of Emergency Management minimum criteria for local hazard mitigation plans
9. Pre-Disaster Mitigation Competitive Grant Program
10. Application Approved by FEMA
The RECIPIENT/SUBGRANTEE's application to the State for funding under the FEMA Pre-Disaster Mitigation Competitive Grant Program

(19) FUNDING/CONSIDERATION

- (a) This is a cost-reimbursement Agreement. The RECIPIENT/SUBGRANTEE shall be reimbursed for eligible costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **One Hundred Eighty Five Thousand, Twenty One Dollars (\$185,021.00)** subject to the availability of funds. These costs are the total estimated project costs and are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.
- (b) Any advance payment under this Agreement is subject to the approval of the AGENCY/GRANTEE. The amount that may be advanced may not exceed the expected cash needs of the RECIPIENT/SUBGRANTEE for a three-day period. For a federally funded contract, any advance payment is also subject to 44 C.F.R. Part 13, Federal OMB Circulars, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted to the Division of Emergency Management Contract Manager using the Cost Report and Request for Advance Form. RECIPIENT/SUBGRANTEE shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

- (c) All funds shall be requested using the appropriate forms that are provided by the AGENCY/GRANTEE.

(20) STATE LOBBYING PROHIBITION

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department.

Refer to Attachment C for additional terms and provisions relating to lobbying.

(21) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

Pursuant to the North Carolina Emergency Management Act, N.C.G.S. §166A-6.01(b)(2)a.3. (Senate Bill 300); §203 and §322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., *as amended*, §102 of the Disaster Mitigation Act of 2000, P.L. 107-73, 115 Stat. 651, Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 2002; 44 C.F.R. Parts 201 and 206; and the Catalog of Federal Domestic Assistance (CFDA) §83.557 communities are eligible to apply for Pre-Disaster Mitigation Project Grants. Communities on probation or suspended under 44 C.F.R. Part 60 of the NFIP are not eligible.

(22) ASSURANCES

The RECIPIENT/SUBGRANTEE shall execute and comply with the Statement of Assurances incorporated as Attachment D.

(23) SPECIAL CONDITIONS

- (a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment E, attached hereto and incorporated by this reference.
- (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment E or the program statutes and regulations in Attachments B and D of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

(24) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete and adopt an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer within three hundred and sixty-five (365) calendar days following execution of this Agreement. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____ day of _____, 2012.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS: Kath Buwa

BY: [Signature]
DOUG HOELL, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE 5-30-12

WITNESS:

BY: _____
GERALD A. RUDISILL, JR.
DEPUTY SECRETARY
DEPARTMENT OF PUBLIC SAFETY
DATE _____

WITNESS:

BY: _____
JOSH L. KAY
CITY MANAGER
RECIPIENT/SUBGRANTEE
FEDERAL EMPLOYER I.D. # 56-6001364
DATE _____

APPROVED AS TO PROCEDURES:

BY: _____
MARVIN L. MERVIN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY
DATE _____

APPROVED AS TO FORM SUBJECT TO EXECUTION BY GERALD A. RUDISILL, JR., DEPUTY SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

ROY COOPER
ATTORNEY GENERAL OF NORTH CAROLINA

BY: [Signature]
ASSISTANT ATTORNEY GENERAL

**A-1
ATTACHMENT A**

BUDGET AND SCOPE OF WORK

RECIPIENT/SUBGRANTEE shall implement the Pre-Disaster Mitigation Project summarized below and as described in the approved project application (Project # PDM-PJ-04-NC-2010-003). That Application is hereby incorporated by reference into this Agreement. The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

A. Acquisition Project

<u>Total Number of Structure(s)</u>	<u>Total Costs</u>
1	\$133,300.00
<u>Soft Costs/unit</u>	<u>Total Units</u>
\$51,721.00	1
	<u>Total Soft Costs</u>
	\$51,721.00
 Total Estimated Project Costs	 \$185,021.00

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources

1. Estimated Federal Share for PDM-PJ-04-NC-2010-003	\$138,765.75
2. Estimated Local Share for PDM-PJ-04-NC-2010-003	\$46,255.25
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4. Federal Share of Recipient/Subgrantee Administrative Cost for PDM-PJ-04-NC-2010-003	\$0.00
5. State Share of Recipient/Subgrantee Administrative Cost for PDM-PJ-04-NC-2010-003	\$0.00

TOTAL FOR PDM-PJ-04-NC-2010-003 **\$185,021.00**

II. Scope of Work Summary

PDM-PJ-04-NC-2010-003 provides Pre-Disaster Mitigation (PDM) funding that will allow the City of Washington to acquire one (1) public structure. After the property is acquired, all structures will be demolished and the associated land(s) will be maintained as open space in perpetuity.

This project entails the acquisition and demolition of the following structure:

403 N Harvey St., Washington, NC, 27889

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ATTACHMENT B

PROGRAM STATUTES AND REGULATIONS

This Agreement, the North Carolina Legislature, the Pre-Disaster Mitigation (PDM) and the North Carolina Division of Emergency Management as administrators of this Pre-Disaster Mitigation Grant are governed by the following statutes, regulations, procedures and policies:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et. seq.;
- (2) 44 C.F.R. parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, 221, 44 C.F.R. Part 209 and any other applicable FEMA policy memoranda and guidance documents;
- (3) Chapter 166A of the N.C. General Statutes, N.C.G.S. § 166A-1 et. seq., “The N.C. Emergency Management Act”;
- (4) State of North Carolina Administrative Plan and policies and procedures of the N.C. Division of Emergency Management;
- (5) All applicable laws and regulations delineated in Attachments D&E of this Agreement;
- (6) All applicable laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the work performance under this Agreement, including those of federal, state and local agencies having appropriate jurisdiction.

ATTACHMENT C

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUB-RECIPIENT/SUBGRANTEES shall certify and disclose accordingly.

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

RECIPIENT/SUBGRANTEE

BY: _____

Josh L. Kay
City Manager
City of Washington

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ATTACHMENT D

STATEMENT OF ASSURANCES

The RECIPIENT/SUBGRANTEE hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement, and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the HMGP application to FEMA, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/ SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.
- (d) It will comply with and conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133 "Audits of States, Local Governments and Non-profit Organizations", and applicable North Carolina laws, rules and regulations. Additionally, the RECIPIENT/ SUBGRANTEE shall comply with the requirements related to audits and financial management pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq. and shall provide the documentation discussed below and requested under this Agreement. RECIPIENT/ SUBGRANTEE must provide a hard copy of the Single Audit Act Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. §13.43, the AGENCY/SUBGRANTEE may withhold or suspend payments under any grant award. Failure to provide such documentation or to comply with said requirements shall terminate any obligation on behalf of the AGENCY/ GRANTEE to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

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1. The AGENCY/GRANTEE shall review the RECIPIENT/SUBGRANTEE's performance periodically to determine whether the RECIPIENT/SUBGRANTEE has substantially completed its program as described in the approved Application and this Agreement. Training and technical assistance shall be provided by the AGENCY/GRANTEE, within limits of staff time and budget, upon written request by the RECIPIENT/SUBGRANTEE and/or upon a determination by the AGENCY/GRANTEE of RECIPIENT/SUBGRANTEE need.
2. The RECIPIENT/SUBGRANTEE shall allow the AGENCY/GRANTEE to carry out monitoring, evaluation, and technical assistance and shall assure the cooperation of its employees, sub-RECIPIENT/SUBGRANTEES and subcontractors during such activities.
3. In the event that the AGENCY/GRANTEE suspends funding pursuant to the provision of this Agreement, said suspension shall take effect as of the receipt of the notice of said suspension by the RECIPIENT/SUBGRANTEE. Any requests for payment for which the AGENCY/GRANTEE has not yet disbursed payment shall be subject to said suspension.
4. Should the RECIPIENT/SUBGRANTEE fail to enforce the provisions of any promissory note, mortgage, security agreement, or other obligation specified in any Participating Party Agreement or in written contract with a beneficiary, contractor, agent, or sub-RECIPIENT/SUBGRANTEE who received payment or benefit from funds disbursed under this Agreement, the AGENCY/GRANTEE may, with thirty days (30) written notice to the RECIPIENT/SUBGRANTEE, automatically substitute itself for the RECIPIENT/SUBGRANTEE in said Participating Party Agreement or written contract for the purpose of enforcing said Participating Party Agreement or written contract and may, at its discretion, continue to administer said Participating Party Agreement or written contract.

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5. The RECIPIENT/SUBGRANTEE's application for funds to the State for funding consideration under the FEMA Pre-Disaster Mitigation is made a part of this Agreement by reference.
6. RECIPIENT/SUBGRANTEE shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. The RECIPIENT/SUBGRANTEE, its employees, and agents, shall maintain records and supporting documents as prescribed in 44 CFR Part 13, Subpart C "Reports, Records Retention and Enforcement" and 9 NCAC Part 3M. These records shall be maintained at a readily accessible site within the jurisdiction and under the jurisdiction's control.
7. Program Income is defined in 44 CFR Section 13.25. Program Income must be returned to the AGENCY/GRANTEE within five (5) days of receipt, to the following address:

**Controller
N.C. Department of Public Safety
512 N. Salisbury Street
Raleigh, NC 27603**

8. All RECIPIENT/SUBGRANTEE or sub-RECIPIENT/SUBGRANTEE contracts for which the N.C. Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the RECIPIENT/SUBGRANTEE for eligible contract work completed prior to the date the notice of suspension or termination is received by the RECIPIENT/SUBGRANTEE may not be funded with funds provided under this Agreement unless previously approved in writing by the AGENCY/GRANTEE. All sub-RECIPIENT/SUBGRANTEE contracts shall contain provision for termination for cause or convenience and shall provide for the method of payment in such event.

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9. All amendments requiring prior AGENCY/GRANTEE approval must be approved in writing by the AGENCY/ GRANTEE prior to the RECIPIENT/ SUBGRANTEE's submission of a closeout package. Any closeout package received prior to the written approval of said amendment is considered void ab initio, and is not considered a closeout package for the purposes of eligibility or potential penalty issues related to closeout.

10. Submission of inaccurate information by the RECIPIENT/ SUBGRANTEE in monitoring report responses; audit or audit finding responses; quarterly, closeout, program income, or other reports; or Requests for Funds that result in subsequent official AGENCY/GRANTEE action based on that inaccurate information (such as the granting of administrative or final closeout status, releasing funds, or clearing findings) may at the option of the AGENCY/ GRANTEE, subject the RECIPIENT/SUBGRANTEE to revocation of the official AGENCY/GRANTEE action(s) predicated on that report or submission, (e.g., revocation of closeout status, audit clearance, monitoring report clearance, etc.).

(e) Where applicable, it will comply with:

- (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

- (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

- (3) Davis-Bacon Act, 40 U.S.C. §276a et. seq.

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- (4) National Environmental Policy Act of 1969, 42U.S.C. §4321; et. seq.; EO115154; EO11988; Coastal Zone Management Act of 1972, 16U.S.C. §1451 et. seq.; Section 176(c) of the Clean Air Act of 1955, 42U.S.C. §7401 et. seq.; Safe Drinking Water Act of 1974, 42U.S.C. §300f et. seq.; Endangered Species Act of 1973, 16U.S.C. §1532 et. seq.; Wild and Scenic Rivers Act of 1968, 16U.S.C. §1271 et. seq
 - (5) Section 106 of the National Historic Preservation Act of 1966, 16U.S.C. §470 et. seq.; EO11593; Archaeological and Historic Preservation Act of 1974, 16U.S.C. §469a-1 et. seq.
- (f) It will comply with:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the RECIPIENT/SUBGRANTEE receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
 - (2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the RECIPIENT/SUBGRANTEE, this assurance shall obligate the RECIPIENT/SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (3) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.; 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

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- (4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
- (g) The RECIPIENT/SUBGRANTEE agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq) if applicable, which discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- (h) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities. It will comply with the provision of the Hatch Act, which limits the political activity of employees.
- (i) It will comply with the provision of the Hatch Act, which limits the political activity of employees.
- (j) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 as amended. Pub. L. 93-156, 87 Section 975, approved December 31, 1973. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "uniform Federal Accessibility Standards," (UFAS) which is Appendix A to 41 CFR Part 40 for residential structures. The RECIPIENT/SUBGRANTEE will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

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- (l) The RECIPIENT/SUBGRANTEE will comply with applicable N.C. General Statutes when negotiating contracts for services.
- (m) It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with section 519 of Public Law 101-140 of the 1990 HUD Appropriations Act.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of drug abuse;
- (p) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (q) It will comply with 523 and 527 of the Public Health Service Act of 1912 “(42 U.S.C. 290 dd-3 and 290 ee-3)”, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (r) It will comply with Lead-Based Paint Poisoning Act “(42 U.S.C. 4801 et seq.)” which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (s) It will comply with the Energy Policy and Conservation Act, 42 U.S.C. §6291 et. Seq.
- (t) RECIPIENT/SUBGRANTEE certifies that it:
 - (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and

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- (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,
 - (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (u) RECIPIENT/SUBGRANTEE further agrees that it will include the above certifications, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.

ATTACHMENT E

SPECIAL CONDITIONS

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

**John Crew
Hazard Mitigation Section Chief
Department of Public Safety
Division of Emergency Management
Disaster Recovery Operations Center
1830-B Tillery Place
Raleigh, NC 27604**

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/SUBGRANTEE.

**Josh L. Kay
City Manager
City of Washington
102 East Second Street
Washington, NC. 27889**



City of Washington **REQUEST FOR CITY COUNCIL ACTION**

To: Mayor Jennings & Members of the City Council
From: Keith Hardt, P.E., Electric Director
Date: 9 July 2012
Subject: Adopt Electric Rate Schedules
Applicant Presentation: Keith Hardt, P.E., Electric Director
Staff Presentation:

RECOMMENDATION

I move that the City Council adopt the Generating Facilities Service Schedule (Schedule GF1) and the Excess Facilities Charge Rate Rider (Schedule EFC) to be effective for electric service billed on or after 1 August 2012.

BACKGROUND AND FINDINGS

The attached rate schedule and rate rider are newly developed to facilitate the billing of renewable energy generation systems.

The Generating Facilities Service Schedule provides for the general requirements for generation system installations.

The Excess Facilities Charge Rate Rider provides for the monthly payment by the customer to cover the installed cost and maintenance of facilities installed for the customer that are above and beyond the standard offer installation. This Rate Rider is a new rider in its form, although the practice of an excess facilities charge is currently in use and covered by our operating guidelines and conditions of service.

PREVIOUS LEGISLATIVE ACTION

None.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: AC Concur July 23, 2012 and Denial _____ No Recommendation 7/17/12 Date

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FISCAL IMPACT

Currently Budgeted (Account _____)

Requires additional appropriation

No Fiscal Impact

SUPPORTING DOCUMENTS

Proposed Generating Facilities Service Schedule (Schedule GF1)

Proposed Excess Facilities Charge Rate Rider (Schedule EFC)

WASHINGTON ELECTRIC UTILITIES
Washington, North Carolina

Generating Facilities Service Schedule
(Schedule GF1)

AVAILABILITY

This Rider is available in conjunction with service under Washington Electric Utilities (WEU) applicable Rate Schedules to customers who operate photovoltaic, wind powered, or biomass-fueled generating systems, or other renewable generation systems without battery storage, or other electric generating systems located and utilized at the customer's premises operating in parallel with the Utility's electric system.

The rated capacity of the generating system shall be greater than 1,000 kW to be eligible for this Schedule. The generating system that is in parallel operation with service from WEU and located on the customer's premises must be manufactured, installed, and operated in accordance all governmental and industry standards, in accordance with all requirements of the local code official, and fully conform with WEU's applicable renewable energy interconnection interface criteria or provisions in an interconnect agreement with the customer for the premises.

This Rider is available on a first come, first serve basis except that the aggregate capacity of all customer generators shall not exceed 50% of WEU's retail system peak load for the prior calendar year. If a customer's proposed installation results in exceeding the limit, the customer will be notified that service under this Rider will not be allowed.

MONTHLY RATE

Basic Charge: \$225.00

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

PAYMENT TERMS

Bills are due when received and are payable within ten days of the due date of the bill. For unpaid bills, a notice will be issued twenty-one days after the billing date stating electric service will be terminated in approximately twelve days if the bill remains unpaid. A late payment fee of 5.0% will be charged on any balance outstanding twenty-five days after the billing date (see City Code Section 25-10).

SERVICE CONTRACT

Service will be provided only after a service agreement is executed including special terms and conditions for the customer's requirements, if any, satisfactory to the Utility.

WASHINGTON ELECTRIC UTILITIES
Washington, North Carolina

Excess Facilities Charge Rate Rider
(Schedule EFC)

AVAILABILITY

This Rider is available in conjunction with service under Washington Electric Utilities (WEU) applicable Rate Schedules. WEU will normally install, in accordance with the provisions of the applicable rate schedule and the General Terms and Conditions for Electric service, the facilities required to supply electric service to the customer at one point of delivery, through one meter or metering installation, at one delivery voltage and, where necessary, through one transformation. In the event that the customer requests from WEU facilities, hereinafter referred to as "excess facilities," which are in addition to, or in substitution for, the standard facilities which WEU will normally install, WEU will provide and install such excess facilities under the following conditions:

- (1) The type, extent, and location of such excess facilities shall be mutually agreed to by WEU and the customer.
- (2) Such excess facilities shall be and remain the property of WEU.
- (3) The customer shall agree to pay WEU a monthly excess facilities charge equal to:
 - (a) 2.25% of the estimated cost of the excess facilities when WEU installs and pays the cost for the excess facilities.
 - (b) 1.0% of the estimated cost of the excess facilities when WEU installs the excess facilities and the customer pays the cost for the excess facilities.
- (4) In the case where the requested facilities are to be substituted for the facilities normally installed by WEU and not in addition to, the monthly excess facilities charge shall be equal to the charges listed in part (3) of the excess cost of the facilities actually installed over the cost of normal facilities.
- (5) In the event that the excess facilities are abandoned prior to the term of the contract from the date service is first supplied from such excess facilities, the customer will pay to WEU the total cost of installing such excess facilities plus the cost of removal less the estimated salvage.
- (6) Where such excess facilities are later used in place in serving other customers of WEU, the monthly excess facilities charge shall be adjusted to that portion of the excess facilities charge which is reasonably assignable to the customer.

SALES TAX

North Carolina State Sales Tax will be added to all charges.

PAYMENT TERMS

Bills are due when received and are payable within ten days of the due date of the bill. For unpaid bills, a notice will be issued twenty-one days after the billing date stating electric service will be terminated in approximately twelve days if the bill remains unpaid. A late payment fee of 5.0% will be charged on any balance outstanding twenty-five days after the billing date (see City Code Section 25-10).



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 07-13-12
Subject: Adopt Budget Ordinance Amendment for Oxidation Ditch Repairs at the Wastewater Treatment Plant.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council adopt a budget ordinance amendment to allocate funds for oxidation ditch .repairs at the wastewater treatment plant.

BACKGROUND AND FINDINGS:

See attached memorandum.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted (Account ___) X Requires additional appropriation ___ No Fiscal Impact

SUPPORTING DOCUMENTS

See attached Budget Ordinance Amendment.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: AL Concur _____ Recommend Denial _____ No Recommendation 7/17/12 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That account number 32-90-3991-9910, Fund Balance Appropriated portion of the Sewer Fund revenue budget be increased in the amount of \$17,424 to provide funds for the repair of the oxidation ditch mixer.

Section 2. That account number 32-90-8220-1505, Maintenance/Repair Oxidation Ditch, Waste Water Treatment portion of the Sewer Fund appropriations budget be increased in the amount of \$50,000.

Section 3. That account number 32-90-9990-9900, Contingency, Contingency portion of the Sewer Fund appropriations budget be decreased in the amount of \$32,576.

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 July, 2012.

MAYOR

ATTEST:

CITY CLERK



City of Washington

P. O. Box 1988, Washington, NC 27889-1988

MEMORANDUM

DATE: July 13, 2012

TO: Mayor and City Council

FROM: Allen Lewis 
Public Works Director

SUBJECT: Repairs Needed for Original Oxidation Ditch at the Wastewater Treatment Plant.

On Tuesday, July 3, 2012, we experienced a significant failure on one of the oxidation ditch mixers in our original oxidation ditch. A large chunk of steel below the water line from an anti-vortex baffle corroded into and fell on the mixer blade while the mixer was running. This has damaged the blade as well as the gear box that drives the mixer. Since that time we have pumped down the oxidation ditch so we can get in and fully evaluate the damage. From the top side we have made a preliminary assessment and cost analysis, however please understand these are very preliminary and based on previous similar repairs made many years ago. The numbers provided here are best attempts to estimate the cost of these repairs.

Crane Services:	\$ 3,000
Machine Shop	\$12,000
Sandblast and Paint	\$ 6,000
Gear Box Repairs	\$24,000
Misc/Contingency:	<u>\$ 5,000</u>
Total	\$50,000

Obviously the crane services are to lift the mixer blade out of the ditch. Machine shop cost are for the repair of the steel anti-vortex baffle, draft tube and mixer shaft. While we have the ditch pumped down, we also plan to have the exposed steel, sandblasted and painted as to prevent further damage in the near future. Thankfully, we have a new mixer blade in stock and will not have to replace this \$25,000+ item. While not included in this estimate, we will also try to find someone to repair the damages to the existing blade and have it rebalanced in lieu of buying a new spare.

While we budgeted \$75,000 in plant maintenance this year, we by no means could foresee this event taking place. In lieu of spending two-thirds of our entire FY budget for this line item on this one repair, we propose one of two options for funding these repairs. Option one includes a Budget Ordinance Amendment which is attached along

with the corresponding Council Action Item. This obviously completely depletes contingency in the sewer fund as well as \$17,424 in fund balance. The second, much less desirable option would be to defer rehab work on degritter number two, one more year. Currently we have budgeted \$45,000 in line item 32-90-8220-7000 for the repairs to this degritter. We can do our best to hold this together for one more year with "duct tape and bailing wire" and use these funds to make the repairs to the oxidation ditch. This degritter, like an ever increasing number of parts of the twenty five year-old plant, is at a point of needed repairs. The corrosive environment of a wastewater treatment plant and the 24/7 operation of the plant ensures that repairs of this type will always be necessary.

Regardless of the option taken for these repairs, we want to set up a new line item in the wastewater treatment plant budget to tract the exact costs of these repairs. The new line item is shown in the attached budget ordinance.

/al

Attachments



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 07-13-12
Subject: Authorize Mayor to sign the attached Conveyance of Sewer Force Main Improvements.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis/Franz Holscher

RECOMMENDATION:

I move that Council authorize the Mayor to sign the attached Conveyance of Sewer Force Main Improvements.

BACKGROUND AND FINDINGS:

As noted in the attached conveyance, Alderbrook Pointe L.P. (Alderbrook) and the City of Washington (City) entered into an agreement in May of 2011 in which Alderbrook installed a new sewer force main downstream of their development on the north end of Pierce Street. This force main was necessary, along with pump station improvements, due to sewer capacity issues downstream of the development. The work has been completed and is fully functional now. This document provides conveyance of the sewer force main from Alderbrook to the City.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

See attached Conveyance of Sewer Force Main Improvements.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *AL* Concur _____ Recommend Denial _____ No
 Recommendation 7/13/12 Date

Drafted By and Return To: George E. Hollodick, P.O. Drawer 25008, Winston-Salem, North Carolina 27114

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

**CONVEYANCE OF SEWER FORCE MAIN
IMPROVEMENTS**

THIS CONVEYANCE OF SEWER FORCE MAIN IMPROVEMENTS made this the ____ day of ____, 2012, from **ALDERBROOK POINTE L.P.**, a North Carolina limited partnership, ("Alderbrook"), to the **CITY OF WASHINGTON, NORTH CAROLINA**, a public body and body politic and corporate, ("City"). Alderbrook and City, as used herein, shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine and neuter as required by context.

RECITALS:

A. Alderbrook and City entered into that certain Sanitary Sewer Force Main, Service and Easement Agreement (the "Prior Agreement") dated May 31, 2011, recorded at Book 1753, Page 522, Beaufort County Registry, which Prior Agreement is incorporated herein by reference as if fully set forth.

B. In connection with its development of the Subject Property, Alderbrook installed the force main (the "Improvements") as required by the Prior Agreement, including but not limited to Section 5.1 thereof.

C. Pursuant to the Prior Agreement, Alderbrook desires to convey to City, and City desires to accept from Alderbrook, the Improvements which shall become part of City's public sewer system.

NOW, THEREFORE, Alderbrook, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and legal adequacy of which are hereby acknowledged, has given, granted and conveyed, and by these presents does give, grant and convey unto the City, its successors and assigns, the Improvements. City hereby accepts the Improvements and covenants that the Improvements shall become part of City's public sewer system, with City responsible for all maintenance, repair and replacement obligations with respect to the Improvements except to the extent of Alderbrook's full warranty set forth below. Pursuant to the Prior Agreement, Alderbrook hereby warrants that the Improvements were constructed in accordance with the applicable designs and engineering drawings and specifications referred to in the Prior Agreement, are not defective, and will be suitable for their intended purposes for twelve (12) months from the date of this Agreement.

TO HAVE AND TO HOLD said Improvements unto said City, its successors and assigns, forever upon the terms set forth herein.

Alderbrook covenants to and with the City, its successors and assigns, that Alderbrook is the owner of the Improvements and that said Improvements are free from any and all liens and encumbrances other than various matters of record. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Prior Agreement.

IN WITNESS WHEREOF, Alderbrook and City have hereunto set their hands and seals, or if corporate, has caused this document to be executed by its duly authorized officers, and its seal to be hereunto affixed, as of the day and year first above written.

By: ALDERBROOK POINTE L.P.
NRP ALDERBROOK POINTE LLC,
general partner

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, either being personally known to me or proven by satisfactory evidence, personally came before me this day and acknowledged that he is the _____ of NRP ALDERBROOK POINT, LLC, the general partner of ALDERBROOK POINT LP, a North Carolina limited partnership, and that he, being authorized to do so, voluntarily executed the foregoing for the purposes stated herein.

WITNESS my hand and official stamp or seal, this ____ day of _____, 2012.

Notary Public

My Commission Expires:

PRE-AUDIT CERTIFICATE

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

CITY OF WASHINGTON

_____ (SEAL)
Matt Rauschenbach,
Chief Financial Officer

CITY OF WASHINGTON

ATTEST:

By: _____
Name: _____
Title: _____

**COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA**

I, _____, a Notary Public of the State and County aforesaid, certify that Cynthia Bennett, personally appeared before me this day and acknowledged that she is the Clerk of the City of Washington, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by _____, its _____, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official stamp or seal, this ___ day of _____, 2012.

Notary Public

My Commission Expires:



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Joshua Kay, City Manager & Susan Hodges, Human Resources Director
Date: July 13, 2012
Subject: Classification and Pay Grade Changes
Applicant Presentation:
Staff Presentation: Joshua Kay

RECOMMENDATION:

I move that the City Council approve the attached Assignment of Classes to Grades and Ranges for Fiscal year 2012-13 and authorize the City Manager to implement the recommended reclassifications effective July 2, 2012.

BACKGROUND AND FINDINGS:

As the City moves forward with our three year re-organization plan, we are implementing changes as immediate needs and opportunities arise. Also, the City has not had a comprehensive review of all City positions and classifications since 2004 and several positions have been identified as having experienced significant change since the last study. In accordance with City Personnel Policy, we are recommending the reclassification of several positions in order to reflect accurately the current duties and responsibilities and position classification. In addition, we are requesting the establishment of several new positions and classifications. A summary of these requested changes and justification is attached. A revised Classification and Salary Schedule for fiscal year 2012-13 is also attached which reflects these changes.

Within the next year or two, as we progress with the re-organization, a full classification and pay study will be needed to document current and accurate job descriptions and to ensure equitable pay levels.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

Currently Budgeted (Account: varied) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Justification of Recommended Classification and Pay Grade Changes
Salary Schedules for F/Y 2012-13

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JK Concur _____ Recommend Denial _____
 No Recommendation JK July 23, 2012
 Date 7/13/12

JUSTIFICATION OF RECOMMENDED CLASSIFICATION & PAY GRADE CHANGES

ADMINISTRATIVE SERVICES

We have moved forward with forming this unit of service. The Finance Director, Matt Rauschenbach, has been appointed the Director of this department and we recommend a change in position title and pay grade from Finance Director (Pay Grade 31) to Administrative Services Director /CFO (Pay Grade 33).

COMMUNITY & CULTURAL SERVICES

We have moved forward with forming this unit of service. The Director of Community Development & Planning, John Rodman, has been appointed as Interim Director of this department and we recommend a change in position title and pay grade from Director of Community Development & Planning (Pay Grade 30) to Community & Cultural Services Director (Pay Grade 33).

Planning & Inspections Division – We recommend a classification change of the vacant Community Development Planner (Pay Grade 23) to Planner (Pay Grade 23) to reflect a more general and broader range of planning work.

Recreation –Parks & Recreation Director, Philip Mobley retired July 1, and consistent with the restructuring, this position will not be filled. Maintenance of parks and recreation facilities has been transferred to the Public Works Department. Kristi Hardison has been assigned oversight of the Senior Center and Waterfront Docks in addition to her previous responsibilities of special events, aquatics & fitness center and recreation parks and centers programming and management. A title change and pay grade change more reflective of the full scope of her duties and responsibilities is recommended from Recreation Events & Facilities Manager (Pay Grade 23) to Parks & Recreation Manager (Pay Grade 26).

Also in the Recreation division, as an initial step in implementation of the Washington Waterfront Docks Business Plan, we will need to establish a part-time Dock Master (Pay Grade 10 / hourly rate range \$10.42 - \$15.42). This will be a year round part-time position for approximately 30 hours per week, eligible for membership in the Local Governmental Employees' Retirement System. Currently this unit is staffed with one Lead Facility Attendant (Pay Grade 8) and five Facility Attendant (Pay Grade 7) positions with variable work schedules ranging from 12 to 18 hours per week. We propose a title change of these positions to Dock Attendant (Pay Grade 7) / hourly rate range \$9.00 - \$13.32).

POLICE & FIRE SERVICES

We have moved forward with forming this unit of service. Stacy Drakeford was appointed as Interim Director of this department upon the resignation of the Police Chief at the end of February. We recommend a change in position title and pay grade of this position from Police Chief (Pay Grade 30) to Police & Fire Services Director (Pay Grade 33).

Police - The 2012/13 fiscal year budget included the reinstatement of an animal control unit in our Police Division. We recommend re-establishing this position at its previous title and pay grade, Municipal Codes Enforcement Officer (Pay Grade 11).

We have also implemented an organizational change in the Communication unit and the Telecommunicators now report directly to the Police Division Commander for Support Services eliminating the need for a supervisor in this unit. Therefore, it is recommended that the Telecommunications Supervisor (Pay Grade 16) position is reclassified to Telecommunicator (Pay Grade 14).

The new budget included elimination of several positions in the Police division. The initial decision was to eliminate the Evidence & Records Specialist which was vacated in 2011 and have this function performed by the Administrative Support Specialist under the supervision of the Police Division Commander for Support Services. However, upon further consideration of the new organizational structure and the special training and attention required to manage police evidence and property, it is proposed to eliminate the Administrative Support Specialist and maintain the Evidence & Records Specialist position. This position will also serve as the City's Terminal Agency Coordinator (TAC) with the Division of Criminal Information (DCI) systems. The TAC is responsible for: performing validations of DCI data; preparing and participating in bi-annual audits of DCI related paperwork and files; administering DCI certification and recertification tests to staff, and attending State TAC meetings. We recommend reclassifying the position to Evidence & Property Specialist (Pay Grade 16).

PUBLIC SERVICES / Public Works

Facilities & Grounds Maintenance - Upon retirement of the City's Recreation Maintenance Supervisor, Homer Wallace, effective March 1, 2012, the entire recreation maintenance staff was transferred to the Public Works Department and consolidated with the Cemeteries and General Building Maintenance. This new division, Facilities and Grounds Maintenance, is under the management of Public Works Supervisor II, Eddie Gurganus. A Public Works Supervisor I position already exists to supervise and oversee maintenance of the Cemeteries. With the addition of all City parks and recreational facilities and in consideration of the vast and diverse areas to be managed, another supervisory position is needed to plan, coordinate, and supervise the daily activities of the maintenance staff. It is recommended that the vacant Recreation Maintenance Supervisor (Pay Grade 19) position is eliminated and the Lead Recreation Maintenance Worker (Pay Grade 12) is upgraded to Public Works Supervisor I (Pay Grade 16) comparable to the supervisor of the cemeteries maintenance staff.

Wastewater – One of our Equipment Operator positions has changed significantly over the past couple of years and the utilization has increased from primarily operating a backhoe, to operating a variety of heavy construction equipment. The current responsibilities are more in line with the Sr. Equipment Operator classification. It is recommended that this position is reclassified from Equipment Operator (Pay Grade 12) to Sr. Equipment Operator (Pay Grade 14).

Airport – In May, 2012 the City Council approved bringing the airport operations “in house” rather than continuing with a contracted FBO situation. The in-house business plan recommendation includes one full-time employee to run the day-to day operations and a part-time employee to perform maintenance duties and to staff the airport on the weekends. We will need to establish an appropriate classification and pay grade before we begin recruitment efforts to fill these positions. It is recommended that a full-time position classification is established to support this role with position title Airport Operations Technician (Pay Grade 16). The part-time position classification is recommended to be Facility Attendant (Pay Grade 7) and is anticipated to work approximately 20 to 30 hours per week.

TOURISM – With the closing of the TDA operated Visitor's Center at the end of calendar year, 2011 two of our part-time Visitor Center Attendants were separated from City of Washington employment and hired at the Chamber of Commerce. We retained one part-time employee and relocated this position to the Civic Center along with the full-time Director. Although some duties carried forward, the role of providing visitor information has transitioned from primarily assisting

Agenda Date: July 23, 2012

visitors at the center to electronic communications such the website, social media, electronic calendars, etc. We are recommending a position classification change from Visitor Center Attendant (Pay Grade 7) to Communications Assistant (Pay Grade 7).

SALARY SCHEDULE – Attached are recommended salary schedules, Assignment of Classes to Grades and Ranges, for part-time and full-time positions for fiscal year 2012-13.

**CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES**

F/Y 12-13

PROPOSED

Grade	Classification	<u>PLSA</u> Hiring Rate	Minimum	Job Rate	Maximum
8	Maintenance Worker I Sanitation Worker	19,655	20,638	23,429	29,089
9	Maintenance Worker II	20,638	21,670	24,600	30,544
10	Library Assistant Maintenance Worker III Meter Reader Recreation Maintenance Worker Utility Maintenance Worker	21,670	22,754	25,831	32,072
11	Municipal Code Enforcement Officer Sanitation Equipment Operator I	22,754	23,892	27,123	33,676
12	Customer Services Representative Equipment Operator Field Services Representative Lead Meter Reader Lead Recreation Maintenance Worker Library Program Assistant Revenue Collections Assistant Sanitation Equipment Operator II	23,892	25,087	28,479	35,360
13	Inventory Control Assistant Police Records Clerk Utility Billing and Collections Specialist Utility Maintenance Technician	25,087	26,341	29,904	37,129
14	Administrative Support Specialist Equipment Mechanic I Senior Equipment Operator Telecommunicator Utilities Communication Technician Utility Maintenance Crew Leader Welder	26,341	27,658	31,399	38,985

**CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES**

F/Y 12-13

Grade	Classification	PROPOSED PLSA Hiring Rate	Minimum	Job Rate	Maximum
15	Civic Center Coordinator Evidence & Records Specialist Fire & EMS Apprentice Human Resources Technician Library Services Coordinator Recreation Program Specialist Senior Utility Billing System Operator Treatment Plant Operator	27,658	29,041	32,968	40,934
16	Accounting Technician Airport Operations Technician Building Code Enforcement Officer Code Enforcement Officer Electric Line Worker I Electric Meter Technician Evidence & Property Specialist Fire and EMS Administrative Specialist Firefighter/EMT Load Management Technician Public Works Supervisor I Telecommunications Supervisor	29,041	30,493	34,617	42,981
17	Aquatics and Fitness Center Supervisor Chemical Analyst Cross-Connection Control Technician Electric Substation Technician I Equipment Mechanic-II Police Officer School Resource Officer Senior Administrative Support Specialist Treatment Facilities Maintenance Mechanic	30,493	32,018	36,348	45,130
18	Chemical/Pretreatment Analyst Electric Line Worker II Electric Substation Technician II Engineering Technician Environmental Health & Protection Officer Fire Engineer/EMT Public Works Supervisor II Senior Accounting Technician	32,018	33,619	38,166	47,387

**CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES**

F/Y 12-13

<u>Grade</u>	<u>Classification</u>	<u>PLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
19	Assistant Police Unit Supervisor Criminal Justice Program Administrator Electric Meter Services Supervisor Fleet Maintenance Supervisor * Police Detective Recreation Maintenance Supervisor Revenue Collections Supervisor		33,619	35,300	40,074	49,756
		E				
20	Distribution and Collection System Supervisor Electric Line Worker III Fire Company Officer Laboratory Supervisor Plant Maintenance Supervisor Recreation Program Supervisor Senior Building Codes Enforcement Officer Utilities Business Manager		35,300	37,065	42,078	52,244
		E				
		E				
21	Fire Shift Commander Police Unit Supervisor Risk Management Officer		37,065	38,918	44,181	54,856
22	Accountant Lead Electric Line Service Worker Public Works Superintendent		38,918	40,864	46,390	57,599
		E				
		E				
23	City Clerk Community Development Planner Electric Line Crew Leader Planner Purchasing Agent Recreation Events & Facilities Manager Technology Administrator		40,864	42,907	48,710	60,479
		E				
		E				
		E				
		E				
24	Chief Building Official Fire Division Chief Treatment Plants Operations Supervisor		42,907	45,052	51,145	63,502
		E				
		E				
		E				

* Police Detective - no new appointments to this classification after July 1, 2007

**CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES**

<u>Grade</u>	<u>Classification</u>	<u>F/Y</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
25	Electric System Engineer Police Division Commander	E		45,052	47,305	53,702	66,677
26	Assistant Finance Director Library Director Parks & Recreation Manager Tourism Development Director	E E E E		47,305	49,670	56,387	70,011
27	Assistant Police Chief Assistant Public Works Director Electric Line Operations Superintendent Electric Support Superintendent Human Resources Director Water Resources Superintendent	E E E E E E		49,670	52,154	59,207	73,512
28				52,154	54,762	62,168	77,188
29	Parks and Recreation Director	E		54,762	57,500	65,276	81,048
30	Chief of Fire/Rescue/EMS Community Development & Planning Director Police Chief	E		57,500	60,375	68,540	85,100
31	Finance Director			60,375	63,394	71,967	89,355
32				63,394	66,564	75,566	93,823
33	Administrative Services Director / CFO Community & Cultural Services Director Electric Utilities Director Police & Fire Services Director Public Works & Water Resources Director	E E E E E		66,564	69,892	79,344	98,515
34				69,892	73,387	83,311	103,440
35				73,387	77,056	87,477	108,613

E = Exempt from the overtime provisions of the Fair Labor Standards Act (FLSA)

7/1/2012

CITY OF WASHINGTON
SALARY SCHEDULE
PART-TIME
FY 12-13
PROPOSED

PAY GRADE	CLASSIFICATION	HIRING	MINIMUM	JOB RATE	MAXIMUM
2	Aquatics Front Desk Attendant Custodian Housekeeper Laborer Library Desk Clerk Program Assistant	\$7.25	\$7.40	\$8.41	\$10.43
3		\$7.40	\$7.77	\$8.83	\$10.96
4		\$7.77	\$8.16	\$9.27	\$11.51
5		\$8.16	\$8.57	\$9.73	\$12.08
6	Lifeguard	\$8.57	\$9.00	\$10.22	\$12.69
7	Aquatics/Fitness Instructor Communications Assistant Dock Attendant Facility Attendant Library Desk Assistant Visitor-Center-Attendant	\$9.00	\$9.45	\$10.73	\$13.32
8	Administrative Support Assistant Head Lifeguard Lead Facility Attendant	\$9.45	\$9.92	\$11.26	\$13.99
9		\$9.92	\$10.42	\$11.83	\$14.68
10	Dock Master Meter Reader* Recreation-Maintenance-Worker*	\$10.42	\$10.94	\$12.42	\$15.42
11		\$10.94	\$11.49	\$13.04	\$16.19
12	Customer Services Representative*	\$11.49	\$12.06	\$13.69	\$17.00
13		\$12.06	\$12.66	\$14.38	\$17.85
14	Telecommunicator* Utilities Communication Technician*	\$12.66	\$13.30	\$15.10	\$18.74
15		\$13.30	\$13.96	\$15.85	\$19.68
16	Electric Meter Technician*	\$13.96	\$14.66	\$16.64	\$20.66
17	Police Officer*	\$14.66	\$15.39	\$17.48	\$21.70

*Denotes a classification for which there is also a full-time position.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: July 23, 2012
Subject: Adopt Final Budget Ordinance and Project/Grant Ordinance Amendments for FY 11/12

Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council adopt the final budget ordinance and project/grant ordinance amendments for FY 11/12.

BACKGROUND AND FINDINGS:

In order to true up the financial records for the fiscal year, funding needs to be reallocated among the various funds, departments, and line items in order to keep certain cost centers from being overspent at year end. This was accomplished without further appropriation of fund balances.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget and Grant Project Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: TC Concur _____ Recommend Denial _____ No Recommendation
7/17/12 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE AND CAPITAL
PROJECT/GRANT ORDINANCES OF THE CITY OF WASHINGTON, NC
FOR THE FISCAL YEAR 2011-2012**

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

Library Trust Fund

Section 1. That the following account in the Library Trust Fund appropriations budget be increased in the amount shown to allow for a transfer of interest earnings to the General Fund:

11-40-6300-9200	Adm. Charges to General Fund	\$150
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Section 2. That the following revenue in the Library Trust Fund be increased in the amount shown:

11-40-3831-0000	Interest Earned – Library Trust	\$150
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Cemetery Trust Fund

Section 3. That the following account in the Cemetery Trust Fund appropriations budget be increased in the amount shown to allow for a transfer of interest earnings to the Cemetery Fund:

12-30-6400-9205	Adm. Charges to Cemetery Fund	\$600
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Section 4. That the following revenue in the Cemetery Trust Fund be increased in the amount shown:

12-30-3831-0000	Interest Earned -- Cemetery Trust	\$600
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Airport Fund

Section 5. That the following account in the Airport Operations portion of the Airport Fund appropriations budget be increased in the amount shown to cover anticipated expenses for FY 11/12:

37-90-4530-3101	Fuel Purchases	\$91,600
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Section 6. That the following revenue in the Airport Fund be increased in the amount shown to cover anticipated expenses for the remainder of FY 11/12:

37-90-3453-0000	Fuel Sales	\$91,600
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Gang Investigator Grant Fund

Section 7. That the following accounts in the Gang Investigator Grant Fund appropriations budget be increased or decreased in the amounts shown:

53-10-4310-0200	Salaries	\$18,347
53-10-4310-0201	Salaries – Overtime	(17,955)
53-10-4310-0205	Longevity	325
53-10-4310-0500	FICA	(329)
53-10-4310-0600	Group Insurance	3256
53-10-4310-0700	Retirement Contribution	1015
53-10-4310-0702	401 K Contributions – Police	286
53-10-4310-1100	Telephone	(277)
53-10-4310-1400	Employee Development	(843)
53-10-4310-3300	Supplies	(30)
53-10-4310-5402	Worker’s Comp Insurance	(3,700)
53-10-4310-7400	Capital Outlay – Equipment	<u>(95)</u>
		0

Section 8. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 9. This ordinance shall become effective upon its adoption.

Adopted this the 23rd day of July, 2012.

MAYOR

ATTEST:

CITY CLERK



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Joshua Kay, City Manager *JK*
Date: July 12, 2012
Subject: Retail Strategies
Applicant Presentation:
Staff Presentation:

RECOMMENDATION:

I move that the City Council authorize the City Manager to sign "An Agreement to Provide Professional Consulting and Related Services" with Retail Strategies, LLC to assist the City of Washington in retail recruitment and retention efforts for a cost of \$30,000 for fiscal year 2012-2013.

BACKGROUND AND FINDINGS:

As discussed in previous City Council meetings, it is our intention to develop a retail/commercial recruitment and retention program. Retail Strategies is a highly successful and diverse entity, as evidenced by the attached information piece, that is very capable of assisting the City as well as commercial entities locate in the Washington area.

\$30,000 is budgeted for professional services in the General Fund – Economic Development division (10-00-4650-0400).

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

Currently Budgeted Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Retail Strategies Information
Retail Strategies Contract

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JK* Concur _____ Recommend Denial
 _____ No Recommendation *7/14/12* Date

WASHINGTON, NORTH CAROLINA

Municipal Retail Planning and Recruiting



INTRODUCTION

retail
STRATEGIES is an exclusive joint venture partnership between

- Decision Data Resources (DDR)
- Retail Specialists, Inc. (RSI)
- New Start Community Development
- Endeavor

Retail Strategies offers unparalleled market analysis, strategic planning, and retail recruitment services to municipalities and economic development authorities throughout the Southeast.

Retail Strategies will partner with your community to determine, through in-depth research and analysis, opportunities for new retailers to locate within the community.

Through its partnership with Retail Strategies, LLC, Washington, North Carolina will have the added benefit of the Retail Specialists, Inc. retail leasing and brokerage platform to execute the strategic retail recruitment plan on behalf of Washington, North Carolina and its local property owners.

retail
STRATEGIES



ABOUT RETAIL STRATEGIES

At the corner of Real Estate and Innovation

“Retail Strategies delivered timely research and has created a plan for our community that will benefit us for years to come.”

LEISA FINLEY

ELMORE COUNTY ECONOMIC DEVELOPMENT
AUTHORITY

- THE REAL BENEFIT FROM RETAIL STRATEGIES IS THE SUCCESSFUL RECRUITMENT OF RETAILERS TO THE MARKET(S).

The conclusions of the reports are meaningless without effectively executing the Strategic Retail Recruitment Plan. Municipal clients of Retail Strategies, LLC have the added benefit of the Retail Specialists, Inc. retail leasing and brokerage platform to execute the strategic retail recruitment plan on behalf of Washington, North Carolina and its local property owners.

- Over the past six years, Retail Specialists has experienced measurable success in recruiting national and regional retailers to new markets on an incremental basis on behalf of municipalities and private property owners.

Benefits:

- Research
- Identification of Retail Prospects
- Strategic Leasing Strategy
- Analysis of Development Opportunities
- Economic Gardening through Asset Maximization
- Retail Recruitment Services and the Execution of the Retail Recruitment Strategy

- New and Expanding Retailers lead to increased sales tax revenue and new jobs for your community while an expanding retail tenant mix keeps consumer spending local and brings consumers in to the market from outlying areas.

By keeping consumer spending local and capturing commuter spending, a multiplier effect on local tax receipts, employee salaries, and increased spending at existing retailers further enhances the benefits of a proactive retail recruitment effort.

- Our research provides the added benefit of identifying entrepreneurial opportunities for local business development to further narrow the retail gaps within the community.

retail
STRATEGIES

“RETAIL STRATEGIES 360”



retail
STRATEGIES

ABOUT DECISION DATA RESOURCES



- Decision Data Resources is a leading provider of next generation web-based GIS solutions and project specific consulting services to economic and workforce development related organizations.
- DDR resources conveniently combine current datasets with cutting edge GIS mapping and technological capabilities providing data oriented reports and maps to support decisions and monitor regional progress.
- DDR's solutions provide data on demand and detailed analysis to access historical trends, current strengths and weaknesses, and future opportunities.
- Retail Specialists, Inc. and DDR will use the research and GAP analysis conclusions to build a specific Strategic Retail Recruitment Plan for a community and will leverage its industry relationships to recruit retailers to the market.

ABOUT RETAIL SPECIALISTS, INC.



- Retail Specialists (RSI) is a commercial real estate company with offices in Birmingham, Alabama and New Orleans, Louisiana.
- RSI focuses entirely on retail project leasing and retailer recruitment, retail tenant representation, retail brokerage, retail property management, municipal consulting, development, and redevelopment.
- Retail Specialists currently represents retail property owners, retailers, developers, and municipalities throughout the United States.
- Retail Specialists is committed to being the most “cutting edge” retail brokerage and management company in our industry.
- Retail Specialists leases and/or manages a portfolio of more than five million (5,000,000) square feet of retail real estate throughout the Southeast

retail
STRATEGIES

ABOUT NEW START COMMUNITY DEVELOPMENT



- New Start Community Development (NSCD) is a Community Development Entity (CDE) as a registered and recognized by the U.S. Dept. of Treasury.
- We use a multitude of tax and financing instruments to overcome gap financing to assist difficult projects and to achieve completion
- These include EB-5 funding, Historic Tax Credits, Rural Investment Credits, Go-Zone Incentives, Enterprise Zone advantages, Federal Trade Zone designation advantages, Low Income Tax Credits for multi-family housing and Choice Neighborhood programs, New Market Tax Credits, Various Federal Grant Programs.
- As full service developers, we create a bridge between community needs and financing. Projects are created and completed.
- NSCD, through its partnerships and development group members, is the one stop development solution for all aspects of retail development, master planning and grocery store development.



ABOUT ENDEAVOR



The Endeavour Corporation is a full service developer that pursues many urban and rural real estate projects that other firms may shy away from due to the complexity of the financing.

Endeavour has developed multiple real estate projects in markets across the country including grocery store anchored centers, retail centers and malls, office buildings and industrial and factories.

The Endeavour Corporation is expertly skilled at deal structuring, local and national political navigation, non-traditional financing and community vision.

Endeavour has developed for Dollar Tree, Family Dollar, SuperValu, Walgreens, Starbucks, Noodles & Company, Subway, Auto Zone, T-Mobile, Verizon, Toppers Pizza, Jimmy Johns, Subway, AWG Grocer, Kohl's Department Store, K-Mart, Game Stop, Marriott, Starwood Hotels, Shoe Time, Payless Shoes, Radio Shack, US Cellular, Buffalo Wild Wings and Chase Bank.

retail
STRATEGIES

SCOPE OF SERVICES FOR DEAL STRUCTURING AND FINANCIAL ANALYSIS

1. Provide list of targeted retailers to identified sites. No more than seven sites per market.
2. Determine rental rates for each targeted tenant.
3. Determine lease term for each targeted tenant.
4. Determine whether tenant improvement allowances are required for each targeted tenant.
5. Assess tenant broker commissions for each targeted tenant.
6. Determine supportable land value for each targeted site.
7. Determine total sq. footage required in land for proposed developments
8. Determine expected credit underwriting for vacancy, structural reserve and management for each proposed project.
9. Determine lease type whether it is triple net or gross lease structure for each targeted tenant for each proposed project.
10. Determine on-site costs including whether on-site water retention systems are required.
11. Determine off-site costs including like intersection improvements, lighted intersections, turning lanes, etc.
12. Determine building cost construction for each proposed development.
13. Determine all third party development costs including environmental, civil engineering, survey, legal, insurance, structural engineering and geo-technical.
14. Determine construction schedule and construction interest required to fund construction period.
15. Determine market rate interest rate for both construction and permanent financing.
16. Determine Capitalization Rate for each proposed project which determines the project value.
17. Determine market rate Loan to Value and Loan to Cost ratios for each proposed project.
18. Determine amortization schedules for each proposed project.
19. Determine supportable debt for each project based on market rate loan to values and debt service coverage ratios.
20. Determine amount of supportable private cash investment and the rate of return capacity for private cash for each proposed project.
21. Based on the above analysis, the pro forma will determine the market gap that exists if it exists for each proposed project.

SCOPE OF SERVICES FOR DEAL STRUCTURING AND FINANCIAL ANALYSIS

Determine Market Gap Strategies

1. Quantified the gap that exists between market rate financing and total project capital requirement.
2. Determine project eligibility for Federal New Market Tax Credits.
3. Determine project eligibility for other Federal funding sources including but not limited to EDI, EDA and OCS.
4. Determine amount and type of municipal funding requirement.
5. Determine eligibility and practicality of utilizing Federal EB funding.
6. Determine project eligibility for any State funding assistance
7. Create a project pro forma based on eligible project assistance programs including a NMTC pro forma.

Determine Municipal Benefits Matrix for each Proposed Project

1. Matrix to include estimated property tax creation.
2. Matrix to include estimated sales tax projections.
3. Matrix to include job creation and wages.
4. Identified list of potential other projects that might result from the proposed project.

THE RETAIL STRATEGIES PROCESS

1. Initial Presentation to city
 2. Follow up meeting(s) if necessary
 3. Send proposal to city
 4. Follow up on proposal within 2 days to determine City's next step and approval process
 5. Negotiate terms
- Phase One
6. Visit market/ catalog and map market
 7. Work with Decision Data to finalize reports
 8. Study peers and identify retailers that exist in peer communities not in Washington, North Carolina
 9. Write vision statement and primary recruitment objectives
 10. Complete first draft of deliverable
 11. Identify and appoint recruitment and development team
 12. Finalize deliverable
- 30 Days
13. Presentation to City
- Phase Two
14. Begin recruitment with REGULAR MONTHLY updates to city
 15. Update reports as appropriate
 16. 6 month review and presentation to City
 17. Annual review and presentation to the City
- Phase Three

SUMMARY OF RETAIL ANALYSIS SERVICES

- Demographic Research - Historical, Current and Projected
- Consumer Expenditure and Retail Potential Analysis
- Consumer Behavior and Attitude Research
- Mosaic Lifestyles
- Retail Gap Analysis
- Retail Peer Analysis
- Retail Competitor Analysis
- Market Maximization Summary and Strategic Retail Recruitment Plan
- Identification of Retail Prospects and Cataloging of local commercial properties.
- Execution of Strategic Retail Recruitment Plan by Retail Specialists, Inc.

RESEARCH DELIVERABLES

Demographic Reports:

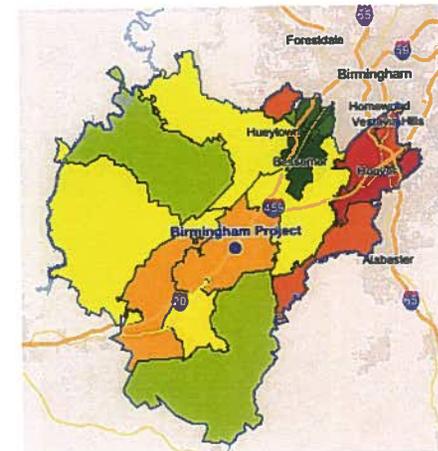
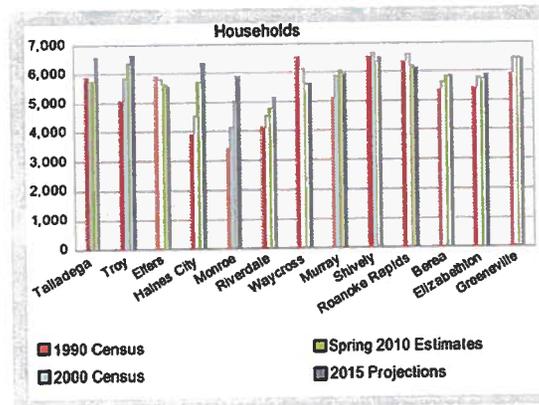
- **CENSUS, AGS AND POPSTATS DEMOGRAPHICS**

By incorporating demographic data from multiple sources, DDR is able to better understand the population and income shifts taking place in the current economic environment.

- **BUSINESS LOCATION DATA**

This location data is ideal for competitive analysis, understanding market opportunities and evaluating market dynamics.

Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRight™, D&B's Quality Process which gives you the insight you need to identify and target prospects.



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RESEARCH DELIVERABLES

Demographic Reports:

- **CONSUMER EXPENDITURES**

This data includes 18 reports and close to 1,000 variables that collectively cover almost 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Survey, CEX provides reliable estimates of market demand and average household expenditures.

- **RETAIL GAP ANALYSIS**

By measuring a trade area's Consumer Expenditure data versus Retail Potential and Revenue generated by existing retailers, DDR is able to measure the Retail Gap within specific geographies. With retail tax data provided by the Client, we can also measure Retail Leakage.

Retail Category	Largest Retail Gaps
Appliances & Electronics Stores	\$3,969,724
Auto Parts & Accessories	\$2,224,814
Book Stores	\$1,529,862
Children's and infant's Clothing Stores	\$533,925
Computer Stores	\$6,897,816
Family Clothing Stores	\$2,026,461
Full Service Restaurants	\$3,438,257
Furniture Stores	\$1,371,076
Grocery Stores	\$20,583,959

- **MOSAIC**

MOSAIC is Experian's geo-demographic segmentation system. AGS demographics are an integral part of the MOSAIC system within the United States. The MOSAIC Cluster Distributions enable us to evaluate cluster groups within any geographic area.

Description	Household Groups		United States Percent	Area Index*
	Trade Area built from components Number	Percent		
Affluent Suburbia	1,618	31.8%	13.0%	245.55
Upscale America	1,954	38.4%	11.1%	346.77
Small-town Contentment	1,498	29.5%	11.7%	252.61

RETAIL RECRUITMENT DELIVERABLES

Mission Statement and Six (6) Months Objectives:

- Presentation of overall mission of the recruitment and development plan for your community and objectives to execute during the immediate six month period.
- Objectives will be updated and presented to your community every six (6) months.

Retailer Overview & Recruitment Plan:

- Summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.

Local Property Catalog:

- Retail Specialists, Inc. will work with Washington, North Carolina to catalog all local commercial properties that may be suitable sites to present to prospective new retailers. Inclusive in this tab is a map, marked aerial and all pertinent contact and site specific information relative to each site.

Call List & Recruitment Update:

- An ongoing tracking form to keep Washington, North Carolina updated relative to recruitment efforts and specific interaction with prospective retailers.

INITIAL REPORTS AND ANALYSIS

- Demographic Overview of the Washington, North Carolina Trade Area
- Demographics for Radius Trade Areas for Community
- Consumer Expenditure Detail for Washington, North Carolina
- MOSAIC Household Segmentation for Washington, North Carolina
- Gap Analysis for Washington, North Carolina
- Peer Identification and Analysis for Washington, North Carolina
- Identification of Retail and Restaurant Prospects

NEXT STEPS

- Retail recruitment of identified prospects
- Customized marketing packages by retail concept for prospects
- Identify additional prospects to meet Retail Gaps
- Customized marketing packages for existing retail concepts
- Demographic Report Update as available
- Ongoing recruitment updates to Washington, North Carolina

PROPOSED TERMS

PROPOSED CONSULTING ENGAGEMENT COSTS

INITIAL ENGAGEMENT: THREE (3) YEARS

PRICING - YEAR 1

TO BE DETERMINED

Initial Research, Analysis, and Market/Trade Area Consulting

In addition to the analysis above, this cost includes the option for Washington, North Carolina to receive on-demand research reports after the initial analysis is completed or DDR will provide a license for one year to its web-based software solution with Demographics, Consumer Expenditure data, and Retail Potential data and train City staff to produce unlimited reports internally for an additional fee of \$4,000.00 per year.

PRICING - YEARS 2 AND 3

TO BE DETERMINED

Retail Strategies, for year two and three of the engagement, will provide on-demand research reports or a license to DDR's web-based software solution with Demographics, Consumer Expenditure data and Retail Potential data for City staff to produce unlimited reports.

Retail Specialists will continue to provide the following services:

- Market Maximization Summary and Strategic Retail Recruitment Plan
- Identification of Retail Prospects
- Retailer Recruitment and execution of the Retail Recruitment Strategic Plan

PRICING - YEAR 4 AND BEYOND

TO BE DETERMINED

Our clients have the option, beginning in year four, to renew Retail Strategies services on an annual basis at the same cost as year three of the consulting engagement.

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**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies LLC (hereinafter referred to as “Consultant”) and the City of Washington (hereinafter referred to as “Client”) on this the 1st day of August, 2012, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto, which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide such professional consulting services and has represented to the Client that is staffed with personnel knowledgeable and experienced in such matters as to be able to provide those services to the Client in a professional and competent manner.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client as set out in Exhibit A.

2. TIME OF PERFORMANCE

Consultant shall commence providing services pursuant to this agreement as of the date first above written and diligently and expeditiously conduct its work in such a manner as to complete its commitments for Client, for the first year, by **July 31, 2013** for the project. This agreement shall continue for an additional two years for the compensation set forth in paragraph 3 below, such years being August 1, 2013 to July 31, 2014 and August 1, 2014 to July 31, 2015.

Consultant shall commence, carry on and complete the project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client.

Consultant shall provide services in the order indicated by Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$30,000.00** for the first year (Inclusive of all expenses, fees and charges.) Payment is to be made upon execution of this agreement and receipt of the invoice from Retail Strategies LLC. Client will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. The compensation for years two and three shall be \$15,000.00 per year payable in the same manor as set forth above. The Client shall have the right to renew the contract additional years, starting in year four, at the rate of \$15,000.00 per year. Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services as part of the scope of the Project.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to & as specified in Consultant's proposal to Client.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are fully qualified and competent to perform all services required herein and that to the extent required, Consultant has or will secure at its own expenses, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

Consultant represents and warrants to the Client that its Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be and remain David Plummer and Robert Jolly, of Consultant's organization and there shall be no change in the Project Director without the prior written consent of the Client's representative.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written or verbal information ("information") shall be held confidential by Consultant and any of its subconsultants and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information and the same shall not be used by the Consultant for any purpose or purposes without the express written permission of the Client. Consultant shall not use the Client's name or insignia in any magazine, trade paper, newspaper or other medium without first obtaining the written consent of the Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall, at such time and in such format as the Client's representative may require, furnish a final written report and such periodic reports concerning the status of the project as may be requested by the Client's representative. Consultant shall furnish the Client, upon request, with copies of all documents and other material prepared or developed in relation

with or as part of the project. Such requests shall be reasonable and within normal business practices for such work. The Client shall own and acquire all rights, including copyright, to the periodic and final report of Consultant.

9. RECORDS AND INSPECTIONS

Consultant shall maintain complete and accurate records with respect to all matters performed pursuant to this agreement. The Client shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings and activities of Consultant. Such inspections shall not be in violation of confidentiality guarantees provided for herein. Promptly upon the Client's request, all documents, materials, information and writings and all copies thereof provided by the Client to the Consultant directly or indirectly shall be returned by Consultant to Client (if applicable).

10. COPYRIGHT INFORMATION

The Client acknowledges that with the exception of periodic and final reports, all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

11. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

12. INDEMNIFICATION

Consultant shall defend, indemnify and hold the Client, its officers, agents and employees free and harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third parties which are related in any way or are associated with the negligence, tortious acts or other unlawful conduct of Consultant or its respective agents, officers and employees in the performance of this agreement. In addition, the Client shall release and remise Consultant, its officers, agents and employees from and against any claims, demands,

actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third parties which are related in any way or are associated with the negligence, tortious acts or other unlawful conduct of the Client or its respective agents, officers and employees in the performance of this agreement.

13. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

14. TERMINATION

The Client reserves the right with or without cause, to terminate this agreement after the end of each one (1) year term by giving written notice to Consultant of such termination at least fifteen (15) days before the start date of the next renewing term. In the event of termination pursuant to this paragraph, Consultant shall cease performing any work pursuant to this agreement and be entitled to compensation for services rendered through the effective date of termination.

15. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client that neither it nor its Project Directors are aware of any conflict of interest which exists or could arise by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

16. NOTICES/PARTIES REPRESENTATIVES

The representative of the Client for this agreement shall be Josh Kay, City Manager, City of Washington.

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client:	Josh Kay City Manager City of Washington P.O. Box 1988 Washington, North Carolina 27889
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Consultant: Retail Strategies
P.O Box 531247
Birmingham, AL 35253

17. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees. Consultant will not represent the interest of any other person, firm or entity that conflicts with the interest of the Client in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof.

18. MISCELLANEOUS

Capacity: Each party to this agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and

have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: “Shall”, “will”, and “agrees” are mandatory; “may” is permissive.

Governing Law: The laws of the State of Alabama, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this

agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

City of Washington

By _____

Title _____

CONSULTANT:

By _____

Title _____

EXHIBIT A

SUMMARY OF RETAIL ANALYSIS AND SERVICES:

- Custom Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with the City of Washington (each engagement will stand alone – what we’ve done for another client should not influence how we approach the analysis of your community and trade areas)
- Mosaic Lifestyles – Market Segmentation Analysis
- Retail Gap Analysis
- Retail Peer Analysis – By identifying communities across the United States that “look” like the Washington area, we are able to determine both retailers and retail concepts that have proven their interest in similar communities and market areas.
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Market Maximization Summary and Strategic Leasing Plan – Based on the concept of Economic Gardening, our research can become a resource within your community for existing retailers to grow their business.
- Identification of Retail Prospects
- Retailer Recruitment and execution of the Retail Leasing Strategic Plan

FINAL DELIVERABLE AND RETAIL SPECIALISTS, INC. STRATEGIC RETAIL RECRUITMENT PLAN

Upon completion of the research, the Retail Strategies team will deliver a comprehensive binder to the City of Washington that will serve as a working resource that will be continuously updated with current data and research. All of the detailed demographic materials as summarized above will be included in the binder and conveniently tabbed for easy review by the City of Washington.

Also included in the binder will be the Strategic Retail Recruitment Plan to be prepared and executed by Retail Specialists, Inc. Included in this portion of the binder are the following:

1. Retailer Overview and Recruitment Plan- Summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.
2. Local Property Catalog- Retail Specialists, Inc. will work with the City of Washington to catalog all local commercial properties that may be suitable sites to present to prospective new retailers. Inclusive in this tab is a map, marked aerial and all pertinent contact and site specific information relative to each site.
3. Call List and Recruitment Update- an ongoing tracking form to keep the City of Washington updated relative to recruitment efforts and specific interaction with prospective retailers.