

The Washington City Council met in a regular session on Monday, October 27, 2014 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Administrative Services Director/C.F.O.; Stacy Drakeford, Police & Fire Services Director; Robbie Rose, Fire Chief; Lynn Wingate, Tourism Director; Gloria Moore, Library Director; Susan Hodges, Human Resources Director; Kristi Roberson, Parks and Recreation Manager; Keith Hardt, Electric Utilities Director; John Rodman, Community & Cultural Resources Director; David Carraway, Network Administrator and Mike Voss, Washington Daily News.

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

APPROVAL OF MINUTES:

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council approved the minutes of October 6, 2014 as presented.

APPROVAL/AMENDMENTS TO AGENDA:

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

PRESENTATION: CERTIFICATE OF ACCEPTANCE – NATIONAL UNDERGROUND RAILROAD NETWORK TO FREEDOM

Mayor Hodges presented a Certificate of Acceptance from the National Parks Service for inclusion of the Washington Waterfront in the National Underground Railroad Network to Freedom.



Mayor Hodges, Leesa Jones, Wanda McLean & Doris Stith



United States Department of the Interior

NATIONAL PARK SERVICE
Harriet Tubman—Underground Railroad National Monument
Cambridge, MD 21613

IN REPLY REFER TO:
I.A.2. H22(HATU/NTF)

October 14, 2014

Mr. Brian M. Alligood
City of Washington, North Carolina
102 East Water Street
Washington, North Carolina 27880

Dear Mr. Alligood:

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

We are enclosing a Certificate of Acceptance, which you may display at your site. As a site included in the Network to Freedom, you may use the Network to Freedom logo under certain conditions, such as in plaques or publications. We will send a separate mailing with the Network to Freedom graphics standards manual. Use of the logo in specific projects requires prior approval by your NPS Regional Program Manager. Please consult with your NPS Regional Program Manager for further information and guidelines on the use of the logo. We will also include your site on the NPS Network to Freedom Web site at www.nps.gov/ugrr.

Please know that we are aware of your commitment to be stewards of all that the National Underground Railroad Network to Freedom Act embraces and encourage you to stay firm to that commitment by continuing to manage your site as described in your application. To ensure accurate interpretation of the Underground Railroad to the public, we wish to emphasize that you may only represent your association with the Network to Freedom as it has been approved in your application.

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

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

Sincerely,

Diane Miller

Diane Miller
National Program Manager
National Underground Railroad Network to Freedom

Enclosure



CONSENT AGENDA:

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

- A. Accept/Authorize – Annual Grant from Mid-East Commission Area Agency on Aging and Authorize the Mayor to sign the Grant
- B. Approve – Havens Gardens Master Plan Budget Ordinance Amendment

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

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

Section 1. That the Estimated Revenues in the General Fund be increased in the following accounts and amount:

10-00-3991-9910	Fund Balance Appropriated	7,200
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Section 2. That account number 10-10-4910-0400, Professional Services, Planning/Zoning Department of the General Fund appropriations budget be increased in the amount of \$7,200 to provide funds to update the Havens Gardens Master Plan.

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 27th day of October, 2014.

ATTEST:

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

**s/Mac Hodges
Mayor**

COMMENTS FROM THE PUBLIC: NONE

PUBLIC HEARING – ZONING: NONE

PUBLIC HEARING – OTHER: NONE

SCHEDULED PUBLIC APPEARANCES: NONE

CORRESPONDENCE AND SPECIAL REPORTS:

MEMO: BUDGET TRANSFER – GENERAL FUND LOAD MANAGEMENT

Budget Transfer – General Fund Load Management

The Budget Officer transferred \$482,366 of funds between the Substation Maintenance and Load Management divisions of the Electric Fund appropriations budget to include expenditures of maintaining and operating the peak shaving generators in the load management division.

NCGS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached.

	Department	Account Number	Object Classification	Amount
FROM:	35-90-8370	1600	Main/rep equip	157,366
		3101	Generator fuel	300,000
TO:	35-90-8375	1600	Main/rep equip	157,366
		3101	Generator fuel	300,000
FROM:	35-90-8370	4500	Contracts	25,000

TO: 35-90-8375 4500 Contracts 25,000

DISCUSSION: CITY OF WASHINGTON ACCIDENT STATISTICS

Councilman Mercer asked that a brief explanation of recordable or non-recordable accidents be included with the summary of the accident statistics. Mr. Allgood said that information will be provided the way the other project updates are presented to Council.

City of Washington Accident Statistics Report

January 01, 2014 - October 16, 2014

Department	#OSHA Recordables	Non Recordables	Total Recd & NonRecd
Public Works	5	0	5
Electric	2	1	3
Fire	0	3	3
Police	4	1	5
Adminstrative Services	1	0	1
Comm & Cultural Svcs.	0	0	0
Totals	12	5	17

OSHA Recordable Cases further broken down by category/classification from OSHA 300 Logs

Department	#Cases Involving Lt. Duty	# Cases Involving Days Away From Work	Other Recordable Cases	Total # Recordable Cases
Public Works	2	1	2	5
Electric	2	0	0	2
Fire	0	0	0	0
Police	2	2	0	4
Adminstrative Services	0	1	0	1
Comm & Cultural Svcs.	0	0	0	0
Totals	6	4	2	12

1904.7(a)

Basic requirement (Recordable). You must consider an injury or illness to meet the general recording criteria, and therefore to be recordable, if it results in any of the following: death, days away from work, restricted work or transfer to another job, medical treatment beyond first-aid, or loss of consciousness. You must also consider a case to meet the general recording criteria if it involves a significant injury or illness diagnosed by a physician or other licensed health care professional, even if it does not result in death, days away from work, restricted work or job transfer, medical treatment beyond first aid, or loss of consciousness.

Non - recordable . This would be treatment that is defined as first aid with first aid being defined in 1904.7(b)(5)(ii). This section of the Standard contains a list of what can be considered first aid.

DISCUSSION: GRANT UPDATES: Accepted as presented

Grant Executive Summary
as of 9/30/2014

Active Fund	Grant Description	Dates			Financials				Deliverable				Compliance Reporting Status	Notes
		Award	Expiration	Completion	Budget	Actual	Budget	Actual	Metric	Total	Achieved	Bal.		
50	CDBG Affordable Housing	04/09/10	10/31/14	01/31/15	227,700	185,719	227,700	185,719	LMI homes	10	5	5	09/30/14	Closing 1 home in Oct., 2 add'l homes by 1/15/15, extension granted
51	Blue Goose	03/01/13	03/01/15	02/01/15	350,000	354,053	350,000	350,000	Jobs (60%LMI)	16	16	0		Grant closed in September
52	Comprehensive Bicycle Plan	05/26/11	12/31/13	06/30/14	35,000	30,430	35,000	32,288				0		Plan review with Rec. Adv. 10/20, Planning Brd. 10/28, Council 11/10
55	idX/Impressions NC One Grant	09/30/13	09/30/16		300,000	-	300,000	-	Jobs/Investment	160	0	160	01/31/14	Jobs created but not since award date
57	CDBG for Job Creation	07/06/12	01/16/15	07/06/14	200,000	195,539	200,000	199,711	Jobs(7 new/1 ret.)	8	8	0	09/30/14	Grant close out October
61	Pedestrian Plan Grant	05/20/13	09/30/13	12/31/14	10,000	10,000	10,000	-				0		Plan being drafted, complete early 2015
65	Econ. Development- Spinrite	01/07/12	01/07/15	01/07/15	90,000	90,427	90,000	67,500	Jobs	90	76	14		75% reimbursed, additional activity not expected
66	Airport Terminal Grant	04/04/13	07/01/15	03/31/15	1,254,488	643,325	1,254,488	425,717				0		Construction begun, complete February 2015
67	Facade Grant Program	07/01/13	06/30/14	06/30/14	20,000	15	20,000	7,000				0		In progress
69	Way Finding			04/01/15	150,000	150,078	150,000	4,475						Design development complete, project completed by 4/1/15
71	Airport Lighting Rehab			12/31/14	361,111	44,950	361,111	19,530						Design complete, bids due November 13th
72	People's Pier Public Access Grant				135,000	-	135,000	-						Construction bid awarded
75	Firefighter's Assistance- Exhaust	08/08/14	08/07/15		50,000	-	50,000	-						Bids due October 15th
76	EDA Water Projects	09/11/13	03/11/17	02/28/17	1,428,262	706,133	1,428,262	31,874				0		Design complete, bids to be received October 28
77	EDA Sewer Grants	09/11/13	03/11/17	02/28/17	1,423,894	703,974	1,423,894	131,363				0		Design complete, bids to be received October 28
78	Light House RR & Boater Facility	01/17/12	01/17/15	06/30/14	346,507	96,878	346,507	346,507				0		Closeout documents submitted
	CDBG Keysville Rd.	2005	6/4/2013	06/30/16	320,000	320,000	320,000	320,000				0	09/30/14	Received \$75k DCA payment letter, home closing pending LMI cert.
32	TAG- Sanitary sewer study	05/12/14		09/09/14	35,000	-	35,000	30,100						Complete by October 24
37	Airport Approach Survey	07/01/14	07/01/16		11,366	-	11,366	-						Preliminary survey completed.
10	NC Cardinal	07/01/14		06/30/15	22,345	-	22,345	-						Grant awarded, complete by 6/30/15
10	Historic Preservation Grant	07/01/14	08/21/15		15,000	-	15,000	-						RFP requested to update National Registry Inventory

Applications	Pre-App	Selected	Final App	Grant	Match	Total	
idX Building Reuse	10/24/14	12/18/14	11/4/14	480,000	24,000	504,000	idX building sale satisfies City match

DISCUSSION: PROJECT UPDATES: Accepted as presented

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
General Fund:								
IT	10-00-4132-7400	Wireless Bridge- sewer plant	1,204	(1,632)	0	2,836	Completed PY, TDA phone move CR	1
		Redundant PRI	6,917	6,709	0	208	Complete	1
		Redundant Cisco phone svr.	19,063	18,617	0	446	Complete	1
		IP addressing	1,520	0	1,520	0	In progress	1
		Total IT	28,704	23,694	1,520	3,490		
Police	10-10-4310-7400	Vehicles #132, 141,148,140	134,000	0	101,926	32,074	On order	
Fire	10-10-4340-7400	Thermal imaging camera	8,105	8,094	0	11	Complete	1
		Support vehicle 1	29,914	425	28,628	861	On order	
		Total Fire	38,019	8,519	28,628	873		
Planning	10-10-4910-7400	Streetscape	25,000	0	0	25,000	Committee forming, meeting October 21	
Powell Bill	10-20-4511-4500	Street Paving	279,208	195,477	43,565	40,166	Paving completed	2
Street Maintenance	10-20-4510-7400	Dump truck #454	75,000	0	62,780	12,220	On order	
Library	10-40-6110-7400	PC virtualization	14,700	7,929	0	6,771	Complete	
Outside Agency	10-40-6170-9113	Veterans Park Sign	6,920	3,615	745	2,560	Complete, PW material	1,2
Rec. Maintenance	10-40-6130-7400	3rd St ball field RR	59,620	59,620	0	0	Complete	1
		Utility trucks # 807 & 810	63,783	0	63,783	0	On order	
		Total Rec. Maintenance	123,403	59,620	63,783	0		
Total General Fund			724,954	298,854	302,947	123,153		
Water:								
Water Meter Svc.	30-90-7250-7000	AMR meters	110,000	8,164	5,201	96,635	Encumber by Dec., complete March	1
Water Treatment	30-90-8100-7400	Van #562 & pickup #565	40,000	0	38,092	1,908	On order	
Water Maintenance	30-90-8140-7400	Truck #414 body	7,393	8,399	0	(1,006)	Complete	1
Water Construction	30-90-8180-0400	16" WL engineering	61,653	980	60,673	0	Construction begins Dec., permit submitted	1
	30-90-8180-7400	Summit Ave. water line	168,806	3,500	71,920	93,386	Complete by October 24	1,2
		Total Water Fund	387,851	21,043	175,886	190,923		
Sewer:								
Wastewater Treatment	32-90-8220-7000	Blast & paint clarifiers 1&2	14,600	14,600	0	0	Complete	1
	32-90-8220-7400	Vehicle #548	25,000	0	24,628	372	On order	
	32-90-8220-7400	Effluent control panel	24,000	0	0	24,000	Encumber by October, complete Dec.	
	32-90-8220-7400	Tractor equipment	17,000	15,816	0	1,184	Complete	
Lift Stations	32-90-8230-7400	Rebuild 5th&Respass pump c	35,000	0	0	35,000	Encumber by October, complete Dec.	
	32-90-8230-7400	Fountain L.S. generator	8,663	913	7,784	(34)	Complete in September	1
		Total Sewer Fund	124,263	31,328	32,412	60,523		
Fund/Department								
Electric:								
Electric Director	35-90-7220-0400	Peak Shaving Rate Study	8,962	3,970	4,992	0	In progress	1
		Total Electric Director	8,962	3,970	4,992	0		
Electric Meter Service	35-90-7250-7400	Test Switches	1,740	1,740	0	0	Complete	1
		Meters & handhelds	70,000	0	0	70,000	Not started	
		Total Electric Meter Svc.	71,740	1,740	0	70,000		
Substation Maint.	35-90-8370-7400	Eastern substation breaker	46,512				Completed	1
		VOA recloser	20,000				Not started.	
		Distribution reclosers	20,000				On order	
		Capacitors	8,000				Not started.	
		E. substation security system	2,500				Using Tropos. Started.	
		FRHL & Whar St. bus metering	5,500				Complete	
		Sub-total	102,512	50,890	18,823	32,799		
	35-90-8370-7401	Main substation rebuild	250,000	0	0	250,000	Compiling material and const. specs.	
		Total Substation	352,512	50,890	18,823	282,799		
Load Management	35-90-8375-7400	Load management switches	70,000	0	65,600	4,400	On order	
Power Line Construction	35-90-8390-7400	2nd St./5th St Rebuild Engine	71,538				Waiting on mat'l specs from engineer	2
		High School Feeder relocation	114,332				Complete	1,2
		Gimesland Feeder Engineering	73,226				Project ongoing, complete by Oct 31	1,2
		NC 32 Feeder Engineering	32,299				Project ongoing, complete by Sept 30	1,2
		White Post/Statesone Feeder	100,000				Delayed to FY 15. Not started	2
		Sub-total	391,395	113,446	35,582	242,366		
	35-90-8390-7401	NC 32 Feeder rebuild	325,000				Ordering materials	
		2nd St./5th St Rebuild	300,000				Waiting on mat'l specs from engineer	
		Line truck #617	230,000				Compiling specs	
		Dually F350 #613	50,000				On order	
		Portable air compressor	20,000				Compiling specs	
		Sub-total	925,000	0	79,643	845,357		
		Total Power Line Construct	1,316,395	113,446	115,225	1,087,723		
Total Electric Fund			1,819,609	170,046	204,641	1,444,922		
Solid Waste Collection	38-90-4710-7400	Two leaf machines	60,000	51,042	0	8,958	Complete	
		Total Solid Waste	60,000	51,042	0	8,958		
Cemetery:								
Cemetery Fund	39-90-4740-5600	Storm drain repairs	7,223	7,223	0	0	Complete	2
	39-90-4740-7400	Two equipment sheds	30,000	3,000	27,000	0	Bid awarded in October	
		Total Cemetery	37,223	10,223	27,000	0		
Grand Total			3,153,900	582,536	742,885	1,828,479		

Notes:
1 PO carryforward
2 Project carryforward

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE

APPOINTMENTS: WATERFRONT DOCKS ADVISORY COMMITTEE

By motion of Councilman Mercer, seconded by Councilman Beeman, Council appointed Mac Cox to the Waterfront Docks Advisory Committee to fill the unexpired term of Doug Doscher, term to expire June 30, 2015.

OLD BUSINESS:

AWARD/APPROVE – CONTRACT FOR A PUMP CONTROL PANEL REPLACEMENT AT THE 5TH & RESPASS PUMP STATION TO ISLAND AUTOMATION, P.C. AND APPROVE CORRESPONDING PURCHASE ORDER

<u>Contractor</u>	<u>Price</u>
Island Automation, P.C.	\$39,771.90
Xylem Water Solutions	\$38,116.87
Lord and Company, Inc.	\$47,327.00

Bid tabulation for 5th & Respress pump panel

Island Automation	\$39,771.90
Xylem Water Solutions	\$38,116.87*
Lord and Company	\$47,327.00

*The Xylem proposal is a proprietary controller that only Xylem can service. They are located in Charlotte. The other two options provide open source equipment that can be serviced by any systems integrator knowledgeable with Allen-Bradley equipment.

Staff therefore recommends awarding project to Island Automation.

By motion of Councilman Pitt, seconded by Council Brooks, Council awarded a contract to Island Automation, P.C., for a pump control panel replacement at the 5th and Respress pump station and approved the corresponding purchase order.

APPROVE – FEMA AFG GRANT PROJECT AWARD

<u>Contractor</u>	<u>Price</u>
Air Cleaning Specialists, Inc.	\$29,929
MagneGrip Group	\$30,386

By motion of Councilman Mercer, seconded by Councilman Brooks, Council approved the bid award to install the vehicle exhaust system in fire station one to Air Cleaning Specialist, Inc.

Councilman Mercer inquired if this was for FY 14-15 or last fiscal year and Chief Rose noted it was the fiscal year for the (2013 grant) and they will be able to reapply when the 2014 cycle opens.

DISCUSS – YOUTH RECREATIONAL LEAGUE FEES

Councilman Mercer commented the City needs to recoup 50% for out of town participants. He further noted when the budget was adopted in June, Council indicated the need to review all fees and expressed the need to speed up the process of fee review.

Mayor Hodges suggested fees at \$35 for participants outside the City and \$25 for participants inside the City.

Councilman Brooks expressed concern that Council has discussed this item numerous times and continued by asking for clarification on the proposed fees. Mayor Hodges noted he was making this as a suggestion because he would like to see the impact of a smaller number versus a larger number. Councilman Brooks requested guidance from other members of Council.

Councilman Beeman commented to consider each league because each league has a different associated cost, he also does not want to increase fees so high, that it the kids are out priced from playing.

Mayor Pro tem Roberson agreed with the suggested fess of \$35/\$25.

Councilman Pitt stated we are on the right path but at this point we are forced to make a decision that's going to affect a lot of people at one time. Have we looked at the fee structure for other communities and are they having the same problem. Mayor Pro tem Roberson suggested when staff looks at the other communities he would hope they look at the ones that have a million dollar shortfall. Councilman Mercer requested running the numbers at \$35/\$25.

Chief Financial Officer, Matt Rauschenbach stated the suggested amount would recoup about 17% or \$55,000. Councilman Mercer felt it was inappropriate to set fees now when the discussion was that Council would review fees and make recommendations for staff to use in preparation for the budget.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council approved the implementation of new recreations fees at \$35 for participants outside the City and \$25 for participants inside the City. Motion carried 4-1 with Councilman Mercer opposing.

Participant Fee for County to Contribute 50% Cost

	City	County	Total
Participants	829	829	1,657
%	50%	50%	100%
Facility Cost	166,810	166,810	333,620
County contribution	0	(15,732)	(15,732)
Net cost	166,810	151,078	317,888
Full cost/participant	201	201	201
Target Recovery %	15%	50%	32%
Recovery \$	24,855	83,405	108,260
County contribution	0	(15,732)	(15,732)
Participant contribution	24,855	67,673	92,528
Fee/participant	30	82	56

Recreation Net Cost & Utilization

	Financials				Net Cost (98,122)	Utilization		
	Revenue	Expenditure	Allocation	Total Expenditure		City	County	Total
Waterfront Docks	51,175	127,400	0	21,897				
Recreation:								
Administration		155,451	(155,451)	0	0			
Events & Facilities	37,500	176,075	51,817	492,681	720,573	341,536	341,536	
Senior Programs	41,180	203,305	51,817	10,948	266,070	112,445	112,445	
Aquatic Center	102,660	310,599	51,817	21,897	384,313	140,826	140,826	
Maintenance	0	547,423	0	(547,423)	0			
Total Recreation	181,340	1,392,853	0	(21,897)	1,370,956	594,808	594,808	
Service utilization						50%	50%	100%
Residents					9,740	9,740	47,854	57,594
Net cost/resident:					10	0	0	0
Waterfront Docks								
Recreation:								
Facilities					70	35	7	12
Senior Programs					23	12	2	4
Aquatic Center					28	14	3	5
Total Recreation					122	61	12	21
Property Tax Equivalent:								
Total tax collection					4,359,618			
Recreation subsidy %					27%			
Equivalent \$/100 valuation					0.14			
City tax rate					0.50			

Assumptions:
1. Administration & maintenance allocation based on utilization estimate by area
2. Service utilization estimated at 50/50, City/County

RATIFY – DEED OF TRUST RELEASE FOR LOT 83 IN NORTHGATE SUBDIVISION

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council ratified the executed deed of trust release for lot 83 in the Northgate Subdivision in support of the Washington Housing Inc. CDBG grant.

FOR REGISTRATION REGISTER OF DEEDS
Beaufort County, NC
October 15, 2014 02:02:30 PM
Book 1856 Page 420-422
FEE \$38.00
INSTRUMENT # 2014004650

INSTRUMENT # 2014004650

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

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

THIS RELEASE is made and entered into this 15th day of October, 2014, by and between THE CITY OF WASHINGTON, a North Carolina Body Politic, and FRANZ F. HOLSCHER, as Trustee, Grantors, to WASHINGTON HOUSING NONPROFIT INC. d/b/a WASHINGTON HOUSING INCORPORATED, a North Carolina nonprofit corporation, Grantee.

WITNESSETH

That the Grantors, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to them paid by the Grantee, the receipt and legal sufficiency of which is hereby acknowledged, do hereby release from the lien and operation of that certain Deed of Trust recorded in the Beaufort County Registry in Deed Book 1749, Page 675 that portion of land therein described as follows:

LYING AND BEING IN WASHINGTON TOWNSHIP, BEAUFORT COUNTY, NORTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IT BEING ALL OF Lot No. EIGHTY-THREE (83) of NORTHGATE SUBDIVISION as the same is shown on the survey prepared by Rivers & Associates, Inc. entitled "Final Plat

Northgate Subdivision Addition" of record in Plat Cabinet G, Slide 34-4 through 34-8, Beaufort County Registry, to which survey plats reference is herein made and incorporated for a more complete and detailed description.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors or assigns, free and discharged of the lien of said Deed of Trust, but the lien thereof as to the remaining properties therein described is expressly retained.

IN WITNESS WHEREOF, the said FRANZ F. HOLSCHER, as Trustee, has hereunto set his hand and adopted as his seal, the typewritten word "SEAL" appearing beside his name, and the said THE CITY OF WASHINGTON, a municipal corporation, Grantor, has caused this instrument to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal to be hereto affixed, all by proper corporate authority duly given, this the day and year first above written.

CITY OF WASHINGTON

BY: Jay MacDonald Hodges (SEAL)
Jay MacDonald Hodges, Mayor

ATTEST:
Cynthia S. Bennett
Cynthia S. Bennett, City Clerk

BY: Franz F. Holscher (SEAL)
Franz F. Holscher, Trustee

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

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

WITNESS my hand and official seal, this the 15 day of October, 2014.

Reatha B. Johnson
NOTARY PUBLIC

My Commission expires: 12/14/2014

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Before me, the undersigned Notary Public in and for the State and County aforesaid, this day personally appeared FRANZ F. HOLSCHER, as Trustee, and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 15th day of October, 2014.

Holly W. Wallace
NOTARY PUBLIC

My Commission expires: 5/26/17

Holly W. Wallace
NOTARY PUBLIC

**RATIFY/APPROVE – DEED OF TRUST RELEASE FOR LOT 51 IN NORTHGATE
SUBDIVISION AND APPROVE DEDICATION OF “COMMON AREA” IN LIEU OF
SIDEWALKS**

Staff is requesting ratification of a partial release (lot 51) from the deed of trust for which the City is a beneficiary. The deed of trust is security for Northgate's performance of a \$1,620,000 Crisis Housing Infrastructure Funds Grant which the City received to assist Northgate in constructing infrastructure for the subdivision. The City has previously received confirmation from the State that Northgate has satisfied the grant requirement of conveying 32 homes to low to moderate income households. There is an outstanding issue between the City and Northgate regarding sidewalks in the subdivision that were not constructed. Staff has been in conversations with Mr. Briley and his attorney in efforts to resolve this matter. Mr. Briley has offered to donate 7.4 +/- acres of mostly cleared land along the western side of the subdivision for common space as a compromise to installing sidewalks. Mr. Briley believes this would be more acceptable to subdivision residents than installing sidewalks due to the shrinking of yards, damage to existing landscaping and relocation of existing utilities that would be required. City Council requested that a homeowners' association (or similar entity) be established to maintain this common property. Due to legal and other matters complicating the establishment of a HOA in an existing subdivision for assumption of the proposed common property, Mr. Briley has agreed to amend the master covenants to provide that Northgate, as declarant, would maintain the “common area” so that it would continue to be used for general recreation by the residents. Attached is the proposal developed after discussions between Mr. Briley's attorney and the City Attorney.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council ratified the executed attached deed of trust release for lot 51 in the Northgate Subdivision, approved the attached proposal from Northgate Development, LLC to create and maintain 7.4 +/- acres of land in the subdivision for general recreation use common space in lieu of installing sidewalks, and authorized cancelling the deed of trust on the remaining property in the subdivision.

Councilman Mercer commented in August, Council passed a motion, unanimously, to take no further action on items from Northgate until they had an organized HOA and a meeting of the HOA had occurred. There is a standing motion that limits any action on Northgate until that action is taken, if and HOA has not been created, can Council can't take any further action.

City Attorney, Franz Holscher said the proposed motion will undo the prior motion and action. Council can make any motion one month and undo that action the next month. Councilman Mercer expressed his concerns and noted a 2nd motion was not needed. Mr. Holscher explained he does not have a complete understanding of Northgate as far as what lots are subject to HOA and what ones are subject to restrictive covenants. He does foresee a problem with attempting to develop a HOA if one doesn't exist now, especially for lots that have already been sold and Councilman Mercer agreed.

Councilman Mercer expressed his concern regarding a platted subdivision for the new road ~ does it have to go to the Planning Board? Mr. Alligood and Mr. Briley explained that road already existed on the approved plat.

Councilman Mercer expressed concern that Mr. Briley stated he will retain ownership and upkeep of lot. Mr. Briley explained you can't create a HOA on the new portion. The property will be maintained but it is hard to move forward until he can get the lots released. Mr. Holscher stated this is not a perfect solution and that it was pointed out in his correspondence to the City. Mayor Pro tem Roberson said we need the property on the tax roll and we need to close this project so Mr. Briley can continue to do what he needs to do. Mr. Briley had a letter from the State stating all requirements of the grant have been met and Mayor Pro tem Roberson voiced it they had not met the requirements of the State, the program would not have been closed out. Councilman Beeman inquired if the State waived the sidewalks and Mayor Pro tem Roberson stated the State accepted the amendment from the City stating that the allocation for the street improvements would take the budget funds that were set aside for the sidewalks.

Discussion followed regarding sidewalks, soil conditions, weather and other issues. Mr. Holscher said the Deed of Trust secured the obligation under the agreement and it protected the City.

Motion restated and vote taken. By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council ratified the executed attached deed of trust release for lot 51 in the

Northgate Subdivision, approved the attached proposal from Northgate Development, LLC to create and maintain 7.4 +/- acres of land in the subdivision for general recreation use common space in lieu of installing sidewalks, and authorized cancelling the deed of trust on the remaining property in the subdivision. Motion carried by 5-0.

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

Northgate Subdivision Addition" of record in Plat Cabinet G, Slides 34-4 through 34-8, Beaufort County Registry, to which survey plats reference is herein made and incorporated for a more complete and detailed description.

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

THIS RELEASE is made and entered into this the 20th day of October, 2014, by and between THE CITY OF WASHINGTON, a North Carolina Body Politic, and FRED N. HOLSCHER, as Trustee, Grantors, to NORTHGATE DEVELOPMENT, L.L.C., a North Carolina Limited Liability Company, Grantee.

WITNESSETH

That the Grantors, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to them paid by the Grantee, the receipt and legal sufficiency of which is hereby acknowledged, do hereby release from the lien and operation of that certain Deed of Trust recorded in the Beaufort County Registry in Deed Book 1287, Page 218 which has been re-recorded in Book 1296, Page 125, that portion of land therein described as follows:

LYING AND BEING IN WASHINGTON TOWNSHIP, BEAUFORT COUNTY, NORTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
IT BEING ALL of Lot No. FIFTY-ONE (51) of NORTHGATE SUBDIVISION as the same is shown on the survey prepared by Rivers & Associates, Inc. entitled "Final Plat

TO HAVE AND TO HOLD the same unto the said Grantee, its successors or assigns, free and discharged of the lien of said Deed of Trust, but the lien thereof as to the remaining properties therein described is expressly retained.

IN WITNESS WHEREOF, the said FRED N. HOLSCHER, as Trustee, has hereunto set his hand and adopted as his seal, the typewritten word "SEAL" appearing beside his name, and the said THE CITY OF WASHINGTON, a municipal corporation, Grantor, has caused this instrument to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal to be hereto affixed, all by proper corporate authority duly given, this the day and year first above written.

CITY OF WASHINGTON

BY: Jay MacDonald Hodges (SEAL)
Jay MacDonald Hodges, Mayor



Cynthia S. Bennett, City Clerk

BY: Fred N. Holscher (SEAL)
Fred N. Holscher, Trustee

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

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

WITNESS my hand and official seal, this the 20 day of October, 2014.

Reatha B. Johnson
NOTARY PUBLIC

My Commission expires: 12/14/2014



STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Before me, the undersigned Notary Public in and for the State and County aforesaid, this day personally appeared FRED N. HOLSCHER, as Trustee, and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 21st day of October, 2014.

Holly W. Wallace
NOTARY PUBLIC

My Commission expires: 5/26/2017



NEW BUSINESS

AUTHORIZE – APPLICATION FOR EZ TECHNOLOGY GRANT

City Manager, Brian Allgood explained The Edge initiative helps libraries assess their operations and plan for the future with the vision that "all people have the opportunity to improve their lives through technology services available in public libraries". Libraries are eligible for reimbursement of \$1,000 to \$5,000 for the purchase of equipment and supplies that support the improvement of public access technology.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council authorized the Library Director to apply for an EZ Technology Grant in the amount of \$5,000 with no required match.

ADOPT/AWARD – ORDINANCE TO CONDEMN AS UNSAFE THE STRUCTURE LOCATED AT 223 EAST 3RD STREET AND AWARD THE DEMOLITION CONTRACT

Mr. Allgood explained 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 building or structures.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council adopted the ordinance condemning the structure located at 223 East 3rd Street as unsafe and demolish and remove the structure.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council awarded the demolition contract to the lowest responsible bidder, Dudley Landscaping and Tree Service in the amount of \$3,800.

AN ORDINANCE FINDING THAT THE BUILDING 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 223 East 3rd Street, Washington, North Carolina and being owned by James Baker Trustee is condemned as, among other things, unsafe pursuant to North Carolina General Statute § 160A-426 and that all applicable statutory provisions have been complied with as a condition of the adoption of this Ordinance.

WHEREAS, the structure located on said property 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 July 22, 2014 Order to Remedy Defective Condition and Findings of Fact that was served on the property owner(s).

WHEREAS, the owner(s) of the structure have 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-426 as well as pursuant to the Order issued by the Senior Building Official in said Notice of Decision.

WHEREAS, said owner (s) have failed to comply with said Order.

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 223 East 3rd Street in accordance with applicable provisions of the City Code and North Carolina General Statute § 160A-426 et seq.
- Section 2.** The cost of the demolition and removal of the structure shall constitute a lien against the real property upon which the cost was incurred as provided in North Carolina General Statute § 160A-432.
- Section 3.** 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 October 27, 2014.

ATTEST:

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

**s/Mac Hodges
Mayor**

AUTHORIZE – CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONSULTING AGREEMENT WITH WITHERS & RAVENEL, INC. TO IMPLEMENT PHASE 1 OF THE GIS PROJECT

Mr. Allgood noted the City's GIS data base was last updated in 2007. The initial phase of the project includes connecting with Beaufort County's GIS system, providing a mechanism for regular updates, updating the City's GIS data layers, integration with our computer servers, and planning/inspections staff training. Mr. Allgood voiced Phase 1 will be funded with \$4,500 of planning's professional services budget and \$4,200 from the Manager's miscellaneous expense budget.

Mr. Alligood introduced Mr. Seth Swaim representing Withers & Ravenel, Inc. Mr. Swaim noted the corporate office is located in Cary and they currently host Beaufort County's GIS information and he manages a strong GIS Services Department. Withers & Ravenel, Inc. provides design implementation for data collection services and hosts a GIS website through an affiliated company.

Mr. Swaim explained the following:

1. Phase 1 - No software upgrades ~ involves Planning Department - City converse with the County.
2. Phase 2 will focus on the Public Works facilities and convert the CAD data
3. Planning – updating the City limits and the ETJ – GIS layers will be up to date or current with the ordinance.
4. Last part of the project will be implementation and training with the City staff, the staff will be responsible for maintaining the layers as well as the knowledge available to perform the maintenance.

Scheduling Cost

- Phase 1 – 4 months schedule \$8700 for budget
- Phase 2 – 6 months schedule
- Additional cost – maybe software upgrades, additional training and support, staff is adequate for phase 1 and possible phase 2, hosting fees flat fee of \$100 a month

Mayor Pro tem Roberson inquired about integrating the data into the City's file server. Mr. Swaim voiced they will work with Mr. Carraway and Mayor Pro tem Roberson inquired if the server will work; Mr. Swaim responded 'yes'.

Councilman Beeman inquired about the additional training and where is the dividing line if and when we enter into phase 3 and Mr. Swaim explained how that would be addressed. Most of the training will be done on site but if additional help is needed, they will set up a "go to meeting" where there is minor training and cost involved (done remotely and onsite). Councilman Beeman asked about additional cost on top of software upgrades? Mr. Swaim stated no software upgrade is required for phase 1 and phase 2. For the utilities portion it is recommended that the data base builds in additional functionality and would require the City to obtain a higher license. Councilman Beeman inquired if the \$100 per month is only for hosting the data and Mr. Swaim explained how this would be handled.

Mayor Hodges noted the County has switch mapping service approximately three times and if they switch again will the City be left out? Mr. Swaim, if that were to happen, Withers & Ravenel can switch everything over and the City will have their own site to maintain. Mr. Swaim said obviously the cost would go up.

Councilman Beeman inquired if additional training is charged by the hour and Mr. Swaim explained that would be up to Council on how staff would like to do this - noting sometimes it is handled through lump sum, \$1000 a day, etc. Councilman Beeman inquired if this initial rate is already included in the contract or will we see it three years down the road? Mr. Alligood voiced because this is an industry standard, staff does not have to go through Withers & Ravenel for additional training. Staff can go to ECU or take a GIS course for additional training (there are GIS courses offered across the State).

Councilman Mercer inquired if there would be a phase 3 covering Electric and Mr. Swaim noted there would be, this is an ongoing process.

By motion of Councilman Beeman, seconded by Councilman Mercer, Council authorized the City Manager to execute a Professional Services Consulting Agreement with Withers & Ravenel, Inc. to implement Phase I of the GIS project.

WITHERS & RAVENEL Engineers | Surveyors | Planners

City of Washington

Geographic Information System (GIS) Upcoming Projects

100 WASHINGTON DRIVE, SUITE 300, STRETT, NC 27585 TEL: 919.489.5300 FAX: 919.487.8000

WITHERS & RAVENEL Engineers | Surveyors | Planners

About Withers & Ravenel

Offices:
Cary, NC
Greensboro, NC
Wilmington, NC

Civil Engineering

Surveying:
Conventional \ GPS
3D Scanning

GIS Services:
Design and Implementation
Field Data Collection
Support

GIS Hosting and Integration Services
(via affiliate - Mobile311, LLC)

100 WASHINGTON DRIVE, SUITE 300, STRETT, NC 27585 TEL: 919.489.5300 FAX: 919.487.8000

WITHERS & RAVENEL Engineers | Surveyors | Planners

GIS Services for the City of Washington

Proposed GIS Services

Washington Zoning

Basic GIS Services

- County Communication
- Build City GIS Library
- Integrate with County ConnectGIS website

Update City Data Layers

- Zoning layer
- Corporate limits/ETJ layers
- Addressing layer

Implementation and Training

- Integrate data into City file server
- Train Planning staff on data maintenance
- Train City staff on ConnectGIS

100 WASHINGTON DRIVE, SUITE 300, STRETT, NC 27585 TEL: 919.489.5300 FAX: 919.487.8000

WITHERS & RAVENEL Engineers | Surveyors | Planners

Client Map - GIS Services Over the Past 10 Years

100 WASHINGTON DRIVE, SUITE 300, STRETT, NC 27585 TEL: 919.489.5300 FAX: 919.487.8000

WITHERS & RAVENEL Engineers | Surveyors | Planners

5 Key Elements to a Successful GIS

People

Information

Business Rules & Procedures

Software

Hardware

100 WASHINGTON DRIVE, SUITE 300, STRETT, NC 27585 TEL: 919.489.5300 FAX: 919.487.8000

WITHERS & RAVENEL Engineers | Surveyors | Planners

GIS Services for the City of Washington

Proposed Public Works Utility Services

Geodatabase Design

- ESRI Local Government Model
- Water/Sewer/Stormwater

Conversion of Data

- Massage CAD data
- Convert CAD data/annotation
- Load data

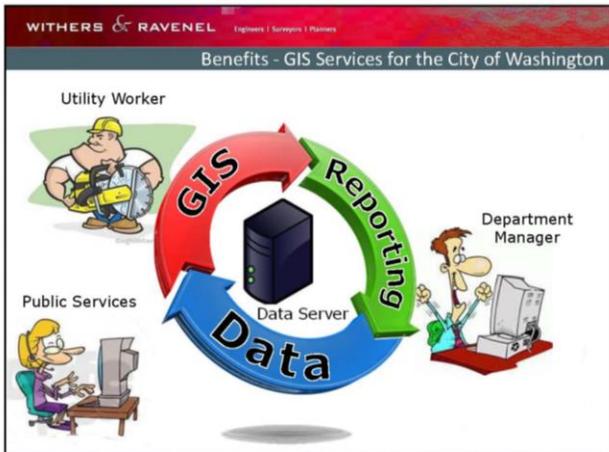
GIS Data Cleanup

- Automated checks: snapping, geometry, topology
- Manual review
- Build utility networks

Implementation and Training

- Integrate with City file server
- Training for Public Works staff

100 WASHINGTON DRIVE, SUITE 300, STRETT, NC 27585 TEL: 919.489.5300 FAX: 919.487.8000



Benefits

- Economic Development**
 - Faster information
 - Utility capacity requirements
 - Services availability
- Interdepartmental Communication**
 - Digital answer to many questions
- Regulation Compliance**
 - State Mapping Requirements
 - NC811 Participation
- Maintenance Reporting**
 - Inspect 100% of system valves
 - Inspect 100% of hydrants

Knowledge is Power!

Proposed GIS Services

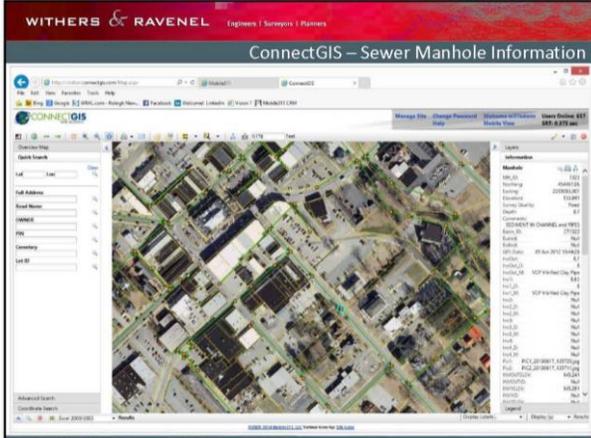
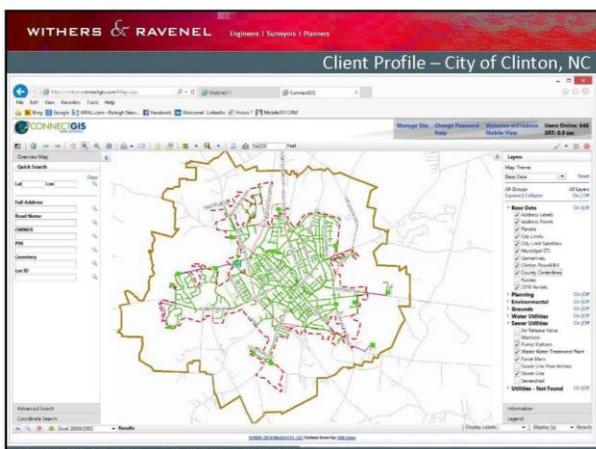
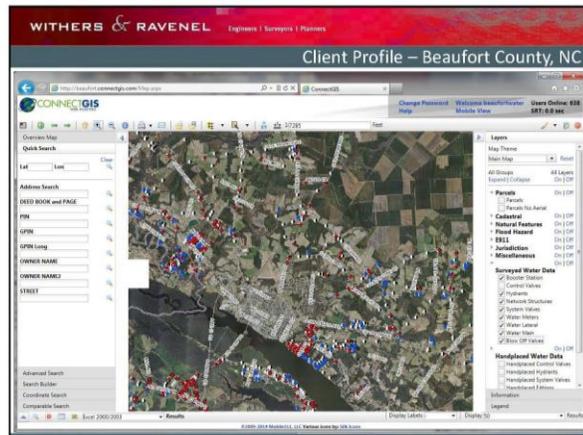
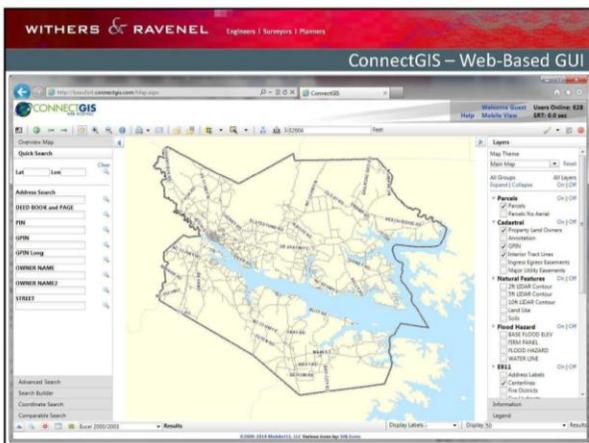
- Basic GIS Services: 4 month schedule
- Update City Data Layers: \$8,700 budget
- Implementation and Training

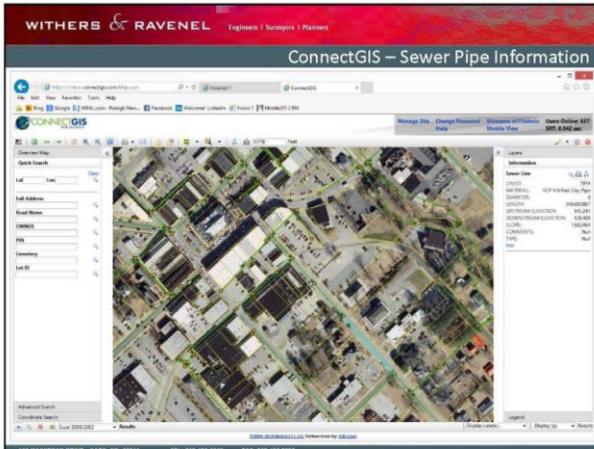
Proposed Public Works Utility Services

- Geodatabase Design: 6 month schedule
- Conversion of Data: \$24,200 budget
- GIS Data Cleanup: (ESTIMATED)

Additional Costs to Consider

- GIS Software upgrades
- Additional Training/Support
- Staffing
- Hosting Fees (\$100/month)





ADOPT – PILOST UTILITY SALES TAX BUDGET ORDINANCE AMENDMENT

City Manager, Brian Allgood summarized the action form. In the legislation that was adopted effective July 1, 2014 by the General Assembly where they made the change in the Electric side sales tax there was a hold harmless feature for the utility franchise taxes. We also had a 3% sales tax exemption on the net revenue for Electric sales. For that, it generated in the general fund approximately \$190,000. When they did that they did not put a hold harmless on that exemption.

Staff recommends a payment in lieu of the utility sales tax transfer from the electric fund to offset the \$190,000 sales tax shortfall due to local government exemption elimination. As a backup measure the \$100,000 Whitepost/Slatestone feeder project budgeted will not being until the electric forecast is revisited after the winter month (once we see where we stand upon revisiting).

Councilman Mercer commented and explained the percentage as he sees it. Mr. Rauschenbach explained the utility sales tax. Following discussion:

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council adopted a budget ordinance amendment to implement a payment in lieu of sales taxes from the Electric Fund to hold the General Fund harmless from the NC Department of Revenue sales tax changes implemented July 1, 2014.

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

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

Section 1. That the Estimated Revenues in the Electric Fund be increased in the following account and amount:

35-90-3701-5100	Sale of Electricity	\$588,963
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Section 2. That the following accounts and amounts be increased or (decreased) in the Electric Fund appropriations budget for the PILOST transfer:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
35-90-6610-5701	PILOST Utility Sales Tax	\$190,000
35-90-9990-9900	Contingency	(51,037)
35-90-8320-4800	Purchase Power	<u>450,000</u>
	Total	\$588,963

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 27th day of October, 2014.

ATTEST:
s/Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

Councilman Mercer requested an update be provided to Council when the final numbers come in.

**AUTHORIZE/ADOPT/AWARD – idX IMPRESSIONS BUILDING REUSE GRANT APPLICATION
AND ADOPT RESOLUTION AND AWARD GRANT ADMINISTRATION CONTRACT TO
MID-EAST COMMISSION**

Mr. Alligood summarized the Building Reuse and Renovation Grant that idX Impressions will be applying for. idX Impressions is planning to expand their operations over the next couple of years hiring 159 new positions with 50 of them being office staff. The project cost estimate is \$1,791,836, the grant requested is \$500,000 (50 jobs @ \$10,000), and requires a 5% local government match of \$25,000. The City's sale of the building to idX in April 2014 satisfies the match obligation (Commerce agreed).

By motion of Councilman Pitt, seconded by Councilman Brooks, a motion was made to authorize the Mayor to execute the necessary documents for application of a Building Reuse grant, adopt a resolution supporting the local government match of this project, and award the grand administration contract to the Mid-East Commission.

Councilman Mercer expressed concern with the document stating it requires a 5% local government match of \$25,000 and it does not say in-kind but a cash match. Mr. Alligood voiced the Department of Commerce has stated they would accept the short sale as the City's match. Councilman Mercer reiterated that is not what the documents states. Also, it states the City of Washington hereby agrees to pay the Mid-East Commission \$2500 for the completion of the previously mentioned item but in looking at the document with the Mid-East it states you will make four payments of \$2500 each for \$10,000. There is a \$35,000 fee attached with the program and can see nothing in the package showing a document with idX agreeing that they will pay administrative cost. Mr. Alligood said Mr. Rauschenbach has an email to that effect from the CEO stating they will take care of it but we do not have a signed document at this time. Councilman Mercer requested a signed agreement for idX stating they will pay for administration charges and Council can agree at that time to sign the documents. Councilman Beeman voiced that the resolution needs to be clarified.

By motion of Councilman Pitt, seconded by Councilman Brooks, a motion was made to authorize the Mayor to execute the necessary documents for application of a Building Reuse grant, adopt a resolution supporting the local government match of this project, and award the grant administration contract to the Mid-East Commission under the appropriate condition and changes. Mayor Pro tem Roberson clarified by stating the \$25,000 will be substituted for the short sale (one amendment) and amendment two that \$10,000 to prepare the application and administer the grant).

**RESOLUTION SUPPORTING AN APPLICATION ON BEHALF OF
PROJECT IDX IMPRESSIONS TO THE NORTH CAROLINA DEPARTMENT OF COMMERCE
RURAL ECONOMIC DEVELOPMENT DIVISION BUILDING REUSE PROGRAM**

WHEREAS, the City of Washington is committed to advancing and promoting economic development in Washington;

WHEREAS, the City of Washington advocates enhancing the quality of life in Washington by advancing economic opportunities for businesses and residents of the City of Washington;

WHEREAS, North Carolina General Statute 158-7.1(a) authorizes the use of economic incentives for the purpose of private sector job creation;

WHEREAS, idX Impressions has pledged to create 50 jobs in the corporate limits, it is eligible to apply for a Building Reuse Grant in the amount of \$500,000 for building renovations and upfit through the North Carolina Department of Commerce, and requires sponsorship of the City of Washington to make application; and

WHEREAS, the City of Washington acknowledges that, if the grant is awarded, it will be required to commit to a match of 5% of the grant amount toward the project in the form of the appraised value versus the purchase price of the building;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington that it does hereby support and endorse the application of Project idX Impressions to the North Carolina Department of Commerce’s Building Reuse Grant Program for a grant in the amount of \$500,000.

Adopted this 27th day of October, 2014

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Jay MacDonald Hodges
Mayor

Mayor
Mac Hodges

City Manager
Brian M. Allgood



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

October 29, 2014

On October 27, 2014 City Council authorized the Mayor to enter an agreement with the Mid-East Commission to prepare the IdX building reuse project grant application for \$2,500 and if the grant is funded an agreement to administer the grant in accordance with grant guidelines for \$10,000. idX will reimburse the City for the cost of these agreements.

Brian M. Allgood
Brian M. Allgood
City Manager
City of Washington
Date: 10/29/14

Randy Roark
Randy Roark
Director of Operations- NC
idX Impressions
Date: 10/29/14

APPROVE/AUTHORIZE – CITY MANAGER TO SIGN THE LEASE AGREEMENT BETWEEN THE CITY AND THE PAMLICO-TAR RIVER FOUNDATION, INC (PTRF)

Mr. Allgood explained the City did not have an existing lease agreement with Pamlico Tar River Foundation. When we revised the lease with the Washington TDA, staff felt like there needed to be a lease for the PTRF and in order to work out the responsibilities between the two entities.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council approved and authorized the City Manager to sign the lease agreement between the City and the Pamlico-Tar River Foundation, Inc. (PTRF) for use of the second floor of the Old Train Depot by the PTRF.

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into as of the 1st day of July, 2014, by and between the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina (hereinafter referred to as "Lessor"), and PAMLICO-TAR RIVER FOUNDATION, INC., a non-profit corporation organized and existing under North Carolina law (hereinafter referred to as "Lessee" or "PTRF").

WITNESSETH

WHEREAS, Lessor owns the building known to the parties as the Old Depot or Atlantic Coastline Depot located at 108 North Gladden Street, Washington, North Carolina (hereinafter referred to as "Old Depot") which consists of two stories. Lessee has occupied as well as utilized an existing first floor entrance dedicated to PTRF, an existing stairway dedicated to PTRF, and the second story of the Old Depot for a number of years (hereinafter referred to as "Premises").

WHEREAS, Lessee's purpose is to monitor, protect and enhance the Tar-Pamlico River and watershed while promoting environmental justice.

WHEREAS, Lessee has leased the Premises from Lessor for a number of years, has negotiated with Lessor, and desires to lease said Premises from Lessor for another year, which Premises will be utilized to further Lessee's above stated purposes.

WHEREAS, Lessor has found the Premises to be surplus to its current needs and desires to lease the same to Lessee for another year.

WHEREAS, the City Council passed a Resolution authorizing this Lease.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, Lessor does hereby lease and let unto Lessee and Lessee hereby takes and accepts, together with all privileges and appurtenances thereto, the Premises. In consideration of the mutual promises as well as covenants herein contained, the benefits to Lessor as well as Lessee, the benefits to the public as well as citizens of Washington and Beaufort County generally, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows.

1. **Premises.** The Premises is as defined hereinabove. Lessor hereby expressly grants to Lessee the right to use said existing PTRF dedicated first floor entrance and the existing PTRF dedicated stairway for access to the second story of the Old Depot at all times during the term of this Lease as well as the right to use, in common with the public generally, all parking and other common areas associated with the Old Depot.

2. **Condition of Premises.** Lessee's taking possession of the Premises shall be

conclusive evidence as against Lessee that Lessee has carefully inspected the Premises and accepted the Premises AS IS and that Lessor is under no duty to repair anything, furnish any services for, or otherwise improve in any way the Premises.

3. **Term.** The term of this Lease shall commence as of the 1st day of July, 2014 and shall continue on a month by month basis until the 30th day of June, 2015, unless terminated earlier by either party as herein provided. This Lease may be terminated upon thirty (30) days notice by either party. Neither party shall have or make any claim, for damages or otherwise, upon the other should either party elect to exercise its right to early, unilateral termination hereunder.

4. **Rental.** In recognition of the benefits to the City of Washington and Beaufort County, their respective citizens, and the public at large that will result from the location and operation of Lessee in the Premises and the furtherance of Lessee's above stated purposes, Lessor shall waive any further sum due from Lessee for the use of the Premises, facilities, rights, services and privileges granted in this Lease.

5. **Assignment.** Lessee shall not assign its interest in this Lease, sublease any portion of the Premises, or permit third parties to occupy or use any portion of the Premises without Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion. Notwithstanding the foregoing, Lessor expressly authorizes Lessee to utilize the Premises as herein described and expressly authorizes Lessee to provide such access to the Premises as is necessary to and for third parties to participate in, and contribute to, activities in furtherance of Lessee's above stated purposes.

6. **Use of Premises.** Lessee shall use the Premises during the term of this Lease for the purposes specified herein and none other. Lessee shall not make any unlawful or offensive use of the Premises and agrees to keep the same in good maintenance and aesthetically pleasing appearance.

7. **Care and Maintenance.** Lessee shall not be responsible for any maintenance to the exterior of the Premises. Lessor, in its sole discretion, shall be responsible for any maintenance to the exterior of the Premises. Lessee agrees, at Lessee's own expense and as additional consideration for this Lease, to maintain the interior of the Premises in an attractive manner and in compliance with any and all ordinances of the City of Washington. Lessee shall adequately secure the Premises when Lessee is not utilizing the same in order to prevent unsupervised access by the public. Lessee shall pay for the repair of any and all damages to the Premises caused by Lessee, its agents, members, employees, invitees, guests, customers, their respective successors and assigns, or any of them (hereinafter referred to as "Lessee's Repair Obligation"). With the exception of Lessee's Repair Obligation, the parties agree that, if any portion of the Premises (including any HVAC, electrical or plumbing units or systems) need repair or replacement during the term, neither party shall have the obligation to undertake such repairs or replacements. If either party elects to make such repairs or replacements, it will be on such terms as may be agreeable to Lessee and Lessor.

8. **Discrimination.** Lessee, in its use, improvement, or operation of the Premises, shall not, on the grounds of race, color, sex, or national origin, discriminate or permit discrimination

against any person or group of persons in any manner prohibited by law and shall otherwise use the Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.

9. **Improvements and Alterations.** The parties recognize that Lessee has made and may need to make certain improvements and alterations to the Premises in order to use the Premises as hereinbefore provided. In addition to any other permitting or approval process that may be required, Lessee shall submit a written plan, including sketch, for all such improvements and alterations to, and receive approval thereof from, the City Manager. Lessee shall continually modify any existing improvements and alterations to the Premises as may be necessary to conform with such approval. It is expressly understood that such approval is subject to modification, in the discretion of the City Manager, and that, if such approval is modified, Lessee shall modify its improvements and alterations as may be necessary to comply with such modified approval. Any alteration or improvement that is made by Lessee without consent from Lessor or that is inconsistent, in Lessor's sole discretion, with Lessor's consent shall constitute default hereunder. All such improvements and alterations made with Lessor's consent shall be properly maintained by Lessee, in Lessor's sole discretion.

a. All alterations, additions and improvements made by, for or at the direction of Lessee shall become the property of Lessor and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease without compensation therefor and as further consideration for this Lease. Lessee shall promptly pay and discharge any and all licenses, imposts, liens or other charges arising out of or in connection with the performance of any act required of or permitted by Lessee hereunder and shall keep the Premises free and clear from any and all such liens or charges.

10. **City's Right Of Entry.** The City Manager or his designee shall have the right to enter and to grant licenses to others to enter the Premises for such lengths of time as Lessor shall deem reasonable a) to inspect the Premises; b) to exhibit the Premises to prospective tenants or purchasers of the Premises; c) after reasonable notice to Lessee, to make alterations, additions, improvements and repairs to the Premises or to the building and to store necessary materials, tools and equipment for such alterations or repairs; d) after reasonable notice to Lessee, for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises, including building, and the general welfare and comfort of its tenants; e) after reasonable notice to Lessee, for the purpose of removing from the Premises any placards, signs, fixtures, alterations or additions not permitted by this Lease or applicable regulation; and f) after reasonable notice to Lessee, to abate any condition which constitutes a violation of any covenant or condition of this Lease.

11. **Insurance.**

a. Lessee shall, at its expense, obtain and maintain for the duration of this Lease the following insurance coverages:

i. Statutory Workers' Compensation Insurance in amounts required by law and, unless exempted by applicable law, Employer's Liability Insurance at a

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the Premises or any part of the building or the Premises untenantable, Lessor shall, within twenty (20) days of actual notice of such fire or casualty, have the right to either 1) serve written notice upon Lessee of Lessor's intent to repair said damage or 2) if said damage renders so much of the Premises untenantable that repair would not be feasible in Lessor's discretion, or if said damage shall have been occasioned by the act or omission of Lessee, its agents, members, employees, invitees, guests, or customers, serve written notice upon Lessee that this Lease is terminated without recourse on the part of Lessee. If Lessor shall elect to repair such damage, such repairs shall be commenced as soon as is practicable after such election and Lessor shall pursue such repairs diligently.

The preceding paragraph notwithstanding, Lessor shall have no obligation to replace or repair any property in the building or on the Premises belonging to Lessee or to anyone claiming through or under Lessee nor shall Lessor have any obligation hereunder to replace or repair any property on the Premises which Lessor shall have the right to require Lessee to remove from the Premises or any alteration, addition or improvement made to the Premises by, for or at the direction of Lessee.

14. **Taxes and Assessments.** Lessee shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the Premises or any improvements or other property therein, it being the mutual intention of the parties that Lessor shall not be required to pay any taxes on either real or personal property by reason of permitting Lessee to use said Premises as herein described. Lessee agrees to indemnify Lessor against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

15. **Utilities.** The provision of utilities (water, sewer, and electricity) as is customary for the Premises shall be continued. Any increase thereof shall require a separate agreement.

a. The first story of the Old Depot is leased to the City of Washington Tourism Development Authority ("TDA") by Lessor. Pursuant to the terms of said lease, TDA is responsible for the payment of any and all charges for utilities associated with the Old Depot (first and second stories). Lessee shall reach an agreement with TDA through which Lessee will contribute, or reimburse TDA for, a percentage of said charges for its share of utilities for so long as TDA leases the first story of the Old Depot from the City.

16. **Release, Waiver of Claims and Indemnity.** Lessee shall occupy the Premises at Lessee's own risk. Lessee for itself, its invitees, customers and guests and their respective parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns and each of their respective officers, directors, employees, shareholders, agents, accountants, attorneys, insurance carriers, sureties, representatives, consultants and advisors, both past and present, hereby shall unconditionally waive, release, hold free and harmless, indemnify and defend Lessor and its present and former employees, officials, and elected officials in both their respective individual and official capacities, agents, personal representatives, attorneys, insurers, heirs, successors and assigns, and each of them, respectively, of, from, and for all and any manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, attorney's fees, compensation and all consequential, compensatory, general, special and/or punitive damages or

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minimum of \$500,000.00 for bodily injury by accident each employee and \$500,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 bodily injury by disease; and

ii. Commercial General Liability Insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

The Commercial General Liability Insurance policy shall list Lessor as additional insured. Each such policy shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to Lessor. Lessee shall deliver to Lessor certificates of insurance for all insurance policies required hereunder. Lessee shall, within a reasonable period of time prior to the expiration of any such policy, furnish Lessor with certificates of insurance evidencing renewal thereof. Lessor may, in its sole discretion, require Lessee to expand the form and/or increase the amounts of all such insurance.

b. Throughout the term of this Lease, Lessor shall carry fire and extended coverage insurance insuring its interest in the building and the Premises, such insurance to be written by insurance companies and in amounts satisfactory to Lessor. Throughout the term of this Lease, Lessee shall carry fire and extended coverage insurance insuring its interest, if any, in improvements to or in the Premises, its contents, and its interest in its furniture, equipment, supplies or other property.

c. Lessee shall not do or cause to be done or permit on the Premises anything deemed extra hazardous and Lessee shall not use the Premises or the building in any manner which will cause an increase in the premium rate for any insurance in effect on the Premises, building, or part thereof. If, because of anything done, caused to be done, permitted or omitted by Lessee or its agents, servants or employees, the premium rate for any kind of insurance in effect on the Premises shall be raised, Lessee shall pay Lessor on demand the amount of any such increase in premium. If Lessor demands that Lessee remedy the condition which caused any such increase in an insurance premium rate, Lessee shall remedy such condition within five (5) days after receipt of such demand.

12. **Waiver Of Subrogation.** Lessee releases and relieves Lessor and waives Lessee's entire rights of recovery against Lessor for loss or damage arising out of or incident to any of the perils insured against under this Lease as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy Lessee might own, whether loss or damage is due to the negligence of Lessor or its agents, employees, and/or invitees. Lessee shall give notice to its insurance carriers that this waiver of subrogation is contained in this Lease and cause the carriers to accept this waiver of subrogation, to the extent permissible by applicable law.

13. **Fire or Other Casualty.** In the event that before or during the term of this Lease, the Premises or the building shall be damaged by fire or other casualty which renders the building,

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liabilities, known or unknown, which may result directly or indirectly from or be in any way related to, connected with or growing out of this Lease, any breach, violation, or nonperformance of any covenant in this Lease on the part of Lessee to be observed or performed, Lessee's occupancy as well as use of said Premises, including use by agents, members, employees, invitees, customers, or guests of Lessee, and Lessee's operations. This provision shall survive the termination of this Lease and shall be in full force and effect beyond the term or termination of this Lease, however terminated.

The City shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the Old Depot or by any owner or occupant of adjoining or contiguous property. Neither the City nor its agents shall be liable to Lessee or to any person, firm or corporation claiming through or under Lessee for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, glass, electricity, water, rain or snow or leaks from any part of the building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature, unless caused by or due to proven acts of negligence of the City. The City shall not be liable to Lessee or to any person, firm or corporation claiming through or under Lessee for any latent defect in the Premises or in the building.

17. **Notices.** Notices provided for in this Lease shall be sufficient if sent by registered mail, postage prepaid, and addressed as follows:

TO LESSOR: Attn: City Manager
City of Washington
Post Office Box 1988
Washington, NC 27889

TO LESSEE: Attn: Executive Director
Pamlico-Tar River Foundation, Inc.
108 Gladden Street
Washington, NC 27889

Any notice so given to either party hereunder shall be conclusively considered to have been received on the third business day following the proper mailing thereof. Each party shall give written notice to the other of any change of address at least thirty (30) days in advance of the date such change is to become effective, whereupon the address so given shall control.

18. **Adherence to Regulations.** Lessee shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Premises, Lessee and Lessee's use of the Premises. Further, Lessee shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including but not limited to such rules and regulations regulating hazardous or similar substances or conditions, their storage or disposal.

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Such compliance shall include compliance by Lessee with the requirements of the Occupational Safety and Health Act, and all amendments thereto, as the same applies to Lessee's use of the Premises. Lessee shall not intentionally or knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. Lessee further agrees to indemnify and hold the City harmless for any and all damage of any kind arising from Lessee's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Lessee. Nothing in this Lease shall be construed to obligate Lessee to make any improvements to the Premises in order for the Premises to comply with any applicable state, local, or federal laws, rules or regulations.

19. **Reports.** If requested by the City Manager, Lessee shall provide a report of such matters involving the Premises as may be required by the City Manager.

20. **Relationship of Parties.** In carrying out the terms and conditions of this Lease, Lessee is an independent party from Lessor and is not an agent or employee of Lessor. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employee relationship in the eyes of the law between Lessor and Lessee.

21. **Waiver.** No waiver of any condition, covenant or restriction of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition, covenant or restriction of this Lease.

22. **Surrender of Possession, Holding Over.** Upon the expiration or any other termination of this Lease, Lessee shall quit and surrender the Premises to Lessor. Within thirty (30) days of any such expiration or any other termination of this Lease, Lessee shall retain ownership of and shall remove any items of personal property and shall, upon notice from Lessor, remove any and all improvements and alterations described in such notice, including fixtures, made or placed on or about the Premises by Lessee and, consistent with such notice, return the Premises to its condition prior to any installation or placement of such item(s) or making of any such improvements or alterations thereon. Failure by Lessee to perform the obligations contained in this numbered paragraph 22 within said thirty (30) day period shall entitle Lessor to remove and dispose of said personal property, improvements, and alterations and recover all of its costs and expenses in doing so from Lessee. If Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term of this Lease, either with or without Lessor's acquiescence, Lessee shall be deemed a tenant at will, and such holding over by Lessee shall in no way constitute a renewal of this Lease.

23. **Default.**

- a. The occurrence of one or more of the following events (hereinafter called "Events of Default") shall constitute a default by Lessee:
 - i. Failure to perform any provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to Lessee;

- ii. Lessee files a voluntary petition in bankruptcy including a reorganization plan; makes a general or other assignment for the benefit of creditors; is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within sixty (60) days after the appointment of such receiver; and
 - iii. Dissolution of Lessee.
- b. The occurrence of one or more of the following events of default shall constitute a default by Lessor:
- i. Failure to perform any provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to Lessor.

24. **Remedies Upon Default.**

- a. Lessor shall have the absolute right upon default by Lessee to
 - i. terminate this Lease;
 - ii. enter the Premises without notice to vacate (any such right to which is hereby waived by Lessee), change any and all locks on the Premises, and re-let the Premises all without being liable for forcible entry, trespass, or other tort; and
 - iii. collect from Lessee any damages resulting from Lessee's default, including the costs of repairing the Premises, and any reasonable attorney's fees incurred as a result of default.

Upon any reentry pursuant to this section, Lessor may, without liability to anyone, remove any personal property located on or about the Premises, whether belonging to Lessee or otherwise, and dispose of the personal property as Lessor deems proper or to store such property at Lessee's expense. Lessor is further authorized to sell or cause to be sold any such personal property so removed, the proceeds from which may be used to pay any storage charges against the property or to satisfy any delinquent rental or other monetary obligation due Lessor by Lessee.

- b. Lessee shall have the absolute right upon default by Lessor to vacate the Premises and return all keys to Lessor.

25. **Illegal Provisions, Governing Law.** If any provision of this Lease shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Lease shall be governed by and construed in accordance with the laws of North Carolina.

26. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto with respect to the Lessee's use and occupancy of said Premises and all prior and contemporaneous agreements are merged herein, and this instrument shall not be altered or modified except in writing signed by all parties hereto.

(The Remainder Of This Page Intentionally Left Blank.)

IN WITNESS WHEREOF, after due authority given, the parties hereto have executed this Lease as of the date first above written.

PRE-AUDIT CERTIFICATE

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

Matt Rauschenbach
Matt Rauschenbach, Chief Financial Officer
City of Washington

LESSOR:
CITY OF WASHINGTON



By: *Brian Allgood*
Brian Allgood, City Manager
City of Washington

LESSEE:

By: *Harrison Marks*
Harrison Marks, Executive Director
Pamlico-Tar River Foundation, Inc.

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, *Reatha B. Johnson*, a Notary Public of the State and County aforesaid, certify that CYNTHIA S. BENNETT, personally appeared before me this day and acknowledged that she is City Clerk of the CITY OF WASHINGTON, a North Carolina municipal corporation, and as the act of the corporation, the foregoing instrument was signed in its name by BRIAN ALLGOOD, its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 28 day of October, 2014

My Commission Expires: 12/16/2014
Reatha B. Johnson
NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF Beaufort

Before me, a Notary Public in and for the County and State aforesaid, this day personally appeared HARRISON MARKS and acknowledged that he is Executive Director of PAMLICO-TAR RIVER FOUNDATION, INC., and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the 31 day of October, 2014

My Commission expires: 05/23/2015
Frank M. Woodard
NOTARY PUBLIC

ANY OTHER ITEMS FROM CITY MANAGER: NONE

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL: NONE

DISCUSSION – OUTSIDE AGENCIES FY 15-16

Mayor Pro tem Roberson explained the need to open up the budget process regarding outside agencies

- How they will be handled
- Review the number that is funded
- Allocation
- What kind of reporting funding data that is needed from the agency (how the money is spent)

Councilman Mercer concurred and requested a special meeting, if needed to discuss funding and suggested what format he would like to see presented to outside agencies. Councilman Pitt suggested all outside agencies visit prior to the budget season. Mr. Alligood stated last year Council was presented with a continuation budget which essentially held everyone where they were. If the agencies requested an increase then they came before Council for a presentation. Councilman Brooks made a motion during budget time and Council approved that this fiscal year, that every outside agency come before Council and they would all start with zero funding. Mr. Alligood stated a letter will go out to all our outside agencies advising of the process stating they will need to justify starting their funding request and include an expense report.

Recess 7:10 pm – 7:15 pm

DISCUSSION – GOAL SETTING FOR CITY MANGER

Mayor Hodges discussed the goals presented for the City Manager and they were prioritized by five (5) goals:

1. Police Department
2. Attempt to schedule quarterly meetings with the County Commissioners (or part of the Board) to discuss areas of mutual concern
3. Jack's Creek (Drainage) action plan for those in 100 year flood area and FEMA application process
4. Do not raise taxes
5. Havens Gardens & Beebe Park Master Plan

Mr. Alligood noted he didn't quite understand the 911 center suggested goal and suggested the City gave up their funding and transferred the 911 center back to the County. The City is getting the calls back from the County that is within its jurisdiction. Councilman Mercer explained the two step goal and stated the second step was never taken. Councilman Mercer questioned do we stay in or get out of the 911 business. Mr. Alligood explained for someone who has managed both the County and City side and had a 911 center his suggestion would be that the City should stay in the business. The City is receiving those 911 calls sent back to us for our jurisdiction. If the City is going to pay the County to do it, we may as well do it ourselves because we can control it. Councilman Mercer inquired what would be the cost with the City doing it and the cost of combined service (initial estimates 6-7 years ago the City would save approximately \$250,000). Mr. Alligood stated if you are willing to give up someone in that building to be able to handle calls he cannot see you saving \$250,000 a year. Councilman Brooks stated the City should have kept 911 and that we need to get it back.

By motion of Councilman Pitt, seconded by Councilman Beeman, Council accepted the five (5) goals established for the Manager.

ADJOURN:

By motion of Councilman Pitt, seconded by Councilman Beeman, Council adjourned the meeting at 7:35 pm until Monday, November 10, 2014 at 5:30 pm, in the Council Chambers.

Cynthia S. Bennett, CMC
City Clerk