

The Washington City Council met in a regular session on Monday, June 10, 2013 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Edward Moultrie, Councilman; Bobby Roberson, Mayor Pro tem; William Pitt, Councilman; Richard Brooks, Councilman; Matt Rauschenbach, Acting City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Stacy Drakeford, Fire & Police Services Director; Allen Lewis, Public Works Director; Keith Hardt, Electric Director; John Rodman, Community/Cultural Resources Director; Kristi Roberson, Parks and Recreation Manager; Susan Hodges, Human Resource Director; Gloria Moore, Library Director; Lynn Lewis, Tourism Director; David Carraway, IT Department; Mike Voss, Washington Daily News and Dwight Rish, Boy Scout Troop 99

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

APPROVAL OF MINUTES FROM MAY 6, 9, 13, AND MAY 20, 2013

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council approved the minutes of May 6, 9, 13 and 20, 2013 as presented.

APPROVAL/AMENDMENTS TO AGENDA

The following items were presented as amendments to the agenda:

- Addition: New Business Item L: Approve Parks and Recreation Department to apply for KaBOOM Community Partner Program Application
- Addition: Appointments: Animal Control Appeals Board Application/Historic Preservation Application/Library Board of Trustees Application
- Addition: Memo – Water Fund Budget Transfer \$10,000
- Addition: Appointments: Memo – Airport Advisory Board – Term Limits
- Amendment: Contract with Rivers and Associates for the Comprehensive Parks and Recreation Master Plan
- Amendment: Brann Property -Budget Ordinance
- Move from Consent Item B to New Business Item K: Purchase Orders > \$20,000
- Delete New Business Item H: Classification and pay grade changes(Council discussed the request to remove the item and decided to leave the item on the agenda for discussion)
- Addition: Under Other Business from Council/Mayor: Item A: Discussion of possible closing of Alcohol/Drug Treatment Centers
- Addition: Under Other Business from Council/Mayor: Item B: Parking in Historic District during special events such as Summer Festival
- Addition: Under Closed Session: 143-318.11(a)(6) Personnel

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

- Mayor Jennings welcomed Matt Rauschenbach to the position of Acting City Manager.

CONSENT AGENDA:

- A. Declare Surplus/Authorize – Electronic Auction of Items Through Govdeals

Vehicle Number	Make /Model Description	Serial Number	Odometer Reading
#4008	1997 Sreco Sewer Flusher	4H5W3 1728VL972289	N/A
#121	1998 Ford Taurus	1FAFP52U2WA166046	62,066

- B. Moved To New Business: Item K: Approve – Purchase Orders >\$20,000

Councilman Mercer urged members to look at the two vehicles in the Planning Department that are displaying the City’s new logo and remarked how nice the new design looks. By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council authorized that all City vehicles, other than those assigned to the Public Safety Dept., use only the new decal/logo. Mr. Rauschenbach explained the plan was to begin using the new logos on all new vehicles. Mayor Jennings and Council expressed a sense of urgency to move forward with the conversion of the new decal/logo on City vehicles/equipment.

WHDA – 4TH OF JULY AND MOTOWN

Beth Byrd, Washington Harbor District Alliance explained the planned activities for the 4th of July and Motown events.

4th of July Activities:

- “Can u toss?” Corn Hole tournament
- Coldwell Banker is sponsoring the “Bill’s Hotdog Eating Contest”
- Joy the Clown
- The Dickens Band from Greensboro, NC
- Best Old/Classic car contest –begins at 8:00am on Stewart Parkway with winners announced by 2:00pm. The first 50 cars registered will receive a “dash plaque” while the first place winner will receive \$500
- Fireworks sponsored by City of Washington

Downtown Motown and Pamlico Seafood Festival (August 24th):

- Pamlico Seafood Festival will replace “Pickin’ on the Pamlico”
- Band: Ginger Thompson Band & The Monitors
- Request for beer/wine garden inside ticketed area
- Coolers will not be permitted
- Ticketed area with food vendors inside this area

Mayor Jennings asked if coolers would be allowed at the Motown/Pamlico Seafood Festival? Ms. Byrd explained that coolers will not be allowed. Food and beverages will be sold at the ticketed event. This will allow more control over the amount of beer/wine a person buys, the patrons wrist band will be marked for each beer/wine purchase. Mayor Pro tem Roberson requested the “beer garden” not be located on City property. Ms. Byrd will make those arrangements. Possible rain location for Downtown Motown will be Washington High School (no alcohol sales allowed).

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the “beer/wine garden” during the Downtown Motown/Pamlico Seafood Festival inside the ticketed event. Motion carried 4-1, Councilman Mercer opposed.

Councilman Mercer expressed appreciation to Ms. Byrd for her assistance for the creation of the new Sunday afternoon event “Harmony on the Harbor” at Festival Park.

COMMENTS FROM THE PUBLIC:

John Chenault requested the installation of two stop signs on Northwood Road in Smallwood to reduce speeding. Speeding is increased during the school year as Smallwood becomes a “cut through” from Highland Drive/Old Bath Highway to the schools on Market Street Ext. He also requested that the current stop signs need to be replaced as they are old and dingy making them hard to read. He would like for a statistical study to be done to measure the number of cars speeding and the speed they are traveling. Council directed staff to perform a traffic study in this area.

PUBLIC HEARING ON ZONING: NONE

PUBLIC HEARING: ADOPT/AWARD – ORDINANCE TO CONDEMN AS UNSAFE THE STRUCTURE LOCATED AT 221 WEST 5TH STREET AND AWARD THE DEMOLITION CONTRACT

Mayor Jennings opened the public hearing. Acting City Manager, Matt Rauschenbach explained there are two motions in this request. The first motion is to adopt a resolution condemning the property at 221 West 5th Street, as unsafe, while the second motion is to award the demolition contract. Councilman Brooks stated he agreed that the home needs to be demolished and inquired if the property owner was aware of this situation. Mr. Rauschenbach referenced previous action taken by the Inspections Department as well as the following letter from Allen Pittman, Senior Building Official.

Previous Action:

Notice of Complaint and Hearing— December 3, 2012

Hearing Held - December 17, 2012

Order to Remedy Defective Condition — January 15, 2013

(begin letter)
Carrie E. Collins
425 Ipock St.
Vanceboro, NC 28586

This letter is a courtesy to inform you that the time set forth in the order to demolish the structure at 221 W 5th Street has expired. The City of Washington is advertising for bids to demolish the structure. Bids will be opened at 2pm on May 21, 2013 in room 115 at 102 E Second Street Washington, NC. If the city uses fund to demolish this structure, a lien will be placed upon the real property. The lien will have to be satisfied at such time that the property is sold.

If you wish to use other means to have the structure demolished please contact me prior to the bid opening date and time. Thank you for your attention to this matter. Please contact me if you have any questions.(end)

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

Demolition Bids Submitted:

B.E. Singleton & Sons \$4,300/T.J.'s Marine Construction \$6,800/St. Clair Trucking \$7,400

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council adopted the ordinance finding that the structure located at 221 West 5th Street is condemned as unsafe and directed that it be demolished.

By motion of Councilman Moultrie, seconded by Councilmen Brooks, Council awarded the demolition contract to the lowest responsible bidder, B.E. singleton & Sons, in the amount of four thousand three hundred dollars (\$4,300).

**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 221 West 5th Street, Washington, North Carolina, 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 Chief Building Official for, among other things, the reasons stated by the Chief 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 Chief Building Official is hereby authorized and directed to proceed to demolish and remove the above described structure located at 221 West 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 10, 2013.

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

PUBLIC HEARING: CLOSE OUT – TALENT ENHANCEMENT GRANT

Mayor Jennings opened the public hearing. Acting City Manager, Matt Rauschenbach explained the purpose of the Talent Enhancement Capacity Building Grant was to provide local governments the ability to develop appropriate and competitive CDBG grants, administer those grants, aid in grant writing, develop economic analysis, and prepare feasibility studies.

The City has been working on the Talent Enhancement project in conjunction with East Carolina University. The City was awarded \$50,000 in grant funds with no local match required. Partial funds have been expended, approximately \$22,000 and approved activities complete. The City would like to complete close out procedures and a public hearing is consistent with the procedures and the original project timeline.

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

RITA DOWNS – HUNTERS’ POINT SPORTING CLAYS – REQUEST FOR HIGHWAY 17 DRIVEWAY ACCESS

Ms. Rita Downs appeared before the City Council and asked for a letter of support to the NCDOT in order for her to have a commercial-sized driveway installed for Hunter’s Pointe Sporting Clay at 560 Decoy Lane off US 17 north of Washington. She currently has a residential driveway, but is concerned that the ongoing construction project along US 17 will not include an adequate driveway connection to allow tractor-trailers to get off the highway without conflicting with traffic which may be exiting Decoy Lane onto US 17 northbound.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council authorized the Mayor to send a letter of support to NCDOT (Lassiter & Overholt) requesting that a commercial driveway be installed with the appropriate turning radius for traffic exiting and entering the driveway at Hunter’s Pointe.

Council noted that Ms. Downs will need to insure there are appropriate right-of-ways for the commercial driveway. Mayor Pro tem Roberson suggested that a sketch of the proposal needed to be included with the letter.

MEMO – PAINTING AIRPORT HANGARS

The purpose of this memo is to inform Council of the intent to paint the Warren Field hangars by All Around Painting.

<u>Vendor</u>	<u>Cost</u>
All Around Painting	\$36,750.00
McGowan Painting	\$37,920.00
Wayne Ross	no quote

The scope will include pressure washing, primer and 2 coats of paint. We will be painting the corporate hangar, maintenance hangar and hangars 1 through 6. This will be paid for with insurance proceeds.

MEMO – CONTRACTS FOR PETROLEUM PRODUCTS

The purpose of this request is to inform Council of contract commitments for petroleum product requirements for the City from July 1, 2013 through June 30, 2014. Contract awarded as follows:

<u>Vendor</u>	<u>OPIS</u>	<u>Margin</u>	<u>Cost per Gallon</u>	<u>Estimated Usage</u>
<u>F.Ray Moore</u> Diesel (Tankwagon)	\$2.9256	\$.2042	\$3.1298	\$420,958.10
<u>Great Lakes Petroleum</u> Diesel (Transport)	\$2.9256	\$.0154	\$2.941	\$235,280.00
<u>Pitt Country Mart</u> 87 Octane Gasoline ethanol free (Transport)	\$3.1125	<\$.0146>	\$3.0979	\$619,580.00
87 Octane Gasohol (Tankwagon)	\$2.8054	\$.2054	\$3.0108	\$4,516.20

Kerosene 1-K	\$4.029	\$.0000	\$4.029	\$5,237.70
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TOTAL				\$1,285,572.00
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Price fluctuations will be governed by the bid margin above or below the OPIS Average Rack price for the commodity on the day April 15, 2013 at Selma, NC. The City will pay the Average Rack price for the commodity on the day of delivery plus or minus the margin bid on April 15, 2013.

MEMO – REQUEST FOR MULTI-WAY STOP INTERSECTIONS IN SMALLWOOD – NORTHWOOD ROAD

John Chenault (210 Ellison Drive) is requesting multi-way stop signs along Northwood Road, similar to what was done on Lawson Road in December of 2011. Mr. Chenault asks that multi-way stops be created on Northwood “parallel to locations” on Lawson. On Lawson Road, multi-way stop intersections were created at the only locations along Lawson where crossroad intersections occurred, with Eden Drive and Dimock Road, as circled on the attached map. To get the same approximate spacing along Northwood Road, stop signs would need to be placed at Rowan Road and either Blount Place or Bath Circle. It should be noted that none of these intersections constitute a crossroad intersection. The only crossroad intersection along Northwood is where it intersects with Thomas Place.

As a reminder, at the January 9, 2012, Council meeting, Mr. Tom Archie of 103 South Reed Drive spoke to Council about the need for additional stop signs in Smallwood, including Reed Drive. At that time it was decided to wait until the drainage project to be completed in Smallwood so as to not add any further confusion to the traffic patterns at the time. Staff would like guidance as to what Council desires at this point. We can provide reports of traffic data including volumes and speed if desired, along with accident history, to assist you in your decision making process. (John Chenault made a public appearance earlier in the meeting and Council directed staff to perform a traffic study at the requested location. Director Drakeford explained an officer was sent out today for observation and the maximum speed witnessed today was 35 mph, the officer will return for future observations. He will bring back the statistical information to Council and will submit a recommendation at that time.)

MEMO – CDBG REPORTS

Keys Landing 05-C-1490

The City of Washington, in conjunction with Metropolitan Housing and CDC, applied for and was awarded a grant in the amount of \$250,000 from the NC Department of Commerce, Division of Community Assistance. The purpose of the grant funds is to provide funds for acquisition and infrastructure to develop 12-15 home sites specifically for low to moderate income individuals. The City of Washington purchased 9.88 acres of property on Keysville Road and with that purchase Rivers & Associates designed Keys Landing Subdivision. The water, sewer and street improvements have been completed. The lots have been cleared in preparation for construction. The five (5) housing units required for Phase I have not been completed. No action is required at this time; however, this is a required monthly status report.

Washington Housing, Inc. 09-C-2050

The City of Washington, in conjunction with Washington Housing Inc., was awarded a grant in the amount of \$250,000 under the CDBG Housing Development Project from the NC Department of Commerce. The grant consisted of the acquisition of eight (8) lots in Northgate Subdivision and three (3) lots on West 7th Street. The grant also consisted of planning costs to WHI for housing counseling. The grant deadline was April 2013 and the City has filed a formal grant extension request with the Division of Community Assistance. No action is required at this time; however, this is a required monthly status report.

MEMO – GENERAL FUND BUDGET TRANSFER (\$650)

The Budget Officer transferred \$650 of funding between the Mayor and City Council departments of the General Fund to provide additional funds needed for employee development.

10-00-4111-1400 Employee Dev. \$650.00

10-00-4110-1400 Employee Dev. \$650.00

MEMO – LOAD MANAGEMENT REPORT

Project Start Date : October 2010

	May 2013	Project to Date	Projected Annual Savings
Total Load Management Device Installations	31	1,988	
Total Accounts Added with Load Management	24	1,517	
Appliance Control Installations			
Air Conditioner / Heat Pump	19	1,535	\$75,190
Auxiliary Heat Strip	10	771	\$79,891
Electric Furnace	2	251	\$34,678
Water Heater	19	1,225	\$104,625
			\$294,384
Total Encumbrances to Date			
Load Management Devices		\$65,600	
Contractor Installations		\$220,000	
Total Project Encumbrances		\$285,600	
Total Expenses to Date			
Load Management Device Purchases		\$65,600	
Contractor Installation Expenses	\$2,850	\$206,460	
Total Project Expenses		\$272,060	
Average Cost per Load Management Device Installed		\$137	
Average Installed Cost per Controlled Appliance		\$72	
Load Management Devices Remaining in Stock	512		

MEMO – WATER FUND BUDGET TRANSFER \$10,000

The Budget Officer transferred \$10,000 of funding between the Contingency and Water Construction departments of the Water Fund to provide additional funds for easement acquisition for the 16” parallel water line at the Water Treatment Plant.

30-90-9990 9900 Contingency 10,000
30-90-8180-4510 Water Line 10,000

HUMAN RELATIONS COUNCIL
(report approved as submitted)

FINANCIAL REPORTS (EMAILED AS AVAILABLE)

APPOINTMENTS – VARIOUS BOARDS COMMISSIONS AND COMMITTEES

Recreation Advisory Committee -

By motion of Councilman Brooks, seconded by Councilman Moultrie, Council appointed Mac Hodges to the Recreation Advisory Committee to fill the expiring term of Edmund J. Paszt, Jr. (inside) term to expire June 30, 2016.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council reappointed Michelle Oros (outside) and Joe Taylor (inside) to the Recreation Advisory Committee terms to expire June 30, 2016.

Planning Board

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council reappointed Dan McNeill to the Planning Board, term to expire June 30, 2016.

Board of Adjustment

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council reappointed Claud Hodges to the Board of Adjustment term to expire June 30, 2016. (By motion of Councilman Moultrie, seconded by Councilman Brooks, Council rescinded the appointment for Claud Hodges to the Board of Adjustment. Mr. Hodges had not submitted an application, and did not wish to be reappointed to this board).

Enlarged Board of Adjustment – no applications received

Board of Library Trustees

Continue appointment to fill the expiring term of **Muriel Brothers**.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council reappointed Crissman Blackstone, term to expire June 30, 2019.

Historic Preservation Commission -

Mayor Jennings nominated Seth Shoneman to replace Rebecca Clark on the Historic Preservation Commission. By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council appointed Seth Shoneman to the Historic Preservation Commission to fill the expiring term of Rebecca Clark term to expire June 30, 2016.

Mayor Jennings nominated Picott Harrington to the Historic Preservation Commission. By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council appointed Picott Harrington to the Historic Preservation Commission to fill a vacant position with a term expiring June 30, 2016.

Mayor Jennings suggested reappointing Victoria Rader to the Historic Preservation Commission. By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council reappointed Victoria Rolinsky-Rader to the Historic Preservation Commission, term to expire June 30, 2016.

Washington Tourism Development Authority -

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council appointed Richard Andrews to the Washington Tourism Development Authority, to fill the expiring term of Nan McLendon term to expire June 30, 2016.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council reappointed Jackie Peoples Woolard, Piyush Bhagat and Fred Watkins, III to the Washington Tourism Development Authority, terms to expire June 30, 2016.

Human Relations Council –

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council reappointed William O’Pharrow, Marisol Barr and Keisha Jennette to the Human Relations Council, terms to expire June 30, 2016.

Animal Control Appeal Board –

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council reappointed Monica Ferrari to the Animal Control Appeal Board, term to expire June 30, 2016.

Continue appointment until July 1, 2013 to allow Councilman Mercer the opportunity to speak with the applicant.

Washington Electric Utilities Advisory Commission –

Appointments continued until July 1, 2013.

Mayor’s Certificate of Appointment to the Washington Housing Authority –

Appointments continued until July 1, 2013.

MEMO – AIRPORT ADVISORY BOARD – TERM LIMITS

(begin from Allen Lewis, Public Works Director) During the late spring and early summer of 2010, an Airport Advisory Board was formed with five members, three (3) from within the City limits and two (2) at large members. Inadvertently, there were no term limits in these appointments. It has been suggested that term limits be set for these appointments, as well as staggered terms. If it pleases the Council I would suggest we begin seeking applications for a new Airport Advisory Board, with term limits, possibly beginning August 1, 2013. Two of the positions could initially be appointed for a two year term with the other three being for an initial three year term. Upon completion of the terms, new members would be appointed for two year terms from that point forward.(end)

Councilman Mercer reviewed the memo from Mr. Lewis explaining that term limits were not set for this board. It is appropriate to rewrite this section of the ordinance that consists of five members just as we have now with the current qualifications, but with established term limits, such as three years, beginning with staggered terms. Mayor Jennings suggested that he would prefer not abolishing the current board, but reconfigure with term limits. Council directed staff to prepare the needed documentation for the July 1st meeting.

OLD BUSINESS:

ADOPT – NCDENR ADOPT-A-TRAIL GRANT

NCDENR has approved the City’s application for the Adopt-A-Trail Grant to acquire and install an AccuDock kayak launch facility at the Havens Gardens Boat Ramp for the Pamlico-Tar-Blueway System. There is no City match required. Councilman Mercer noted that the information he requested was included in the agenda package and he has no further questions.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted a Grant Project Ordinance for the NCDENR Adopt-A-Trail Grant.

GRANT PROJECT ORDINANCE FOR NCDENR ADOPT-A-TRAIL GRANT

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, 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 to acquire and install an AccuDock canoe launch facility at the Haven’s Garden Boat Ramp for the Pamlico-Tar-Blueway System.

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:

63-40-4930-4500	Construction	\$ 10,000
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Section 4. The following revenue is anticipated to be available to complete this project:

63-40-3480-0000	NCDENR Grant	\$ 10,000
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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 NCDENR grant agreements.

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 granting 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 10th day of June, 2013.

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

APPROVE – AMENDMENTS TO CITY OF WASHINGTON BICYCLE PLAN

Acting City Manager, Matt Rauschenbach noted that the plan completion date is December 31, 2013 and the City Attorney can modify the agreement to reflect the completion date.

PREVIOUS LEGISLATIVE ACTION

On May 26, 2011 The City was awarded the NCDOT Bicycle Planning Grant in the amount of \$28,000. The City accepted the NCDOT Bicycle Planning Grant on August 8, 2011. The City's match is \$7,000 for a grant total of \$35,000. The Washington Recreation Advisory committee, at their January 17, 2012 meeting unanimously recommended to contract with Mid-East Commission to write the NCDOT Bicycle Master Plan for the City of Washington.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the amendment to the City of Washington NCDOT Bicycle Master Plan Contract with a completion date of December 31, 2013.

**FIRST AMENDMENT TO
MID-EAST COMMISSION CITY OF WASHINGTON
COMPREHENSIVE BICYCLE PLAN SERVICES CONTRACT**

This First Amendment to Mid-East Commission City of Washington Comprehensive Bicycle Plan Services Contract (hereinafter referred to as "First Amendment to Contract") is made and entered into effective as of June 10, 2013, by and between the City of Washington (hereinafter referred to as "City" or "Council") and the Mid-East Commission (hereinafter referred to as "Commission"), collectively referred to as "Parties".

WITNESSETH

WHEREAS, the City and Commission are parties to the Mid-East Commission City of Washington Comprehensive Bicycle Plan Services Contract (hereinafter referred to as the "Contract") dated March 12, 2012, a copy of which Contract is attached hereto and incorporated herein by reference as if fully set forth; and

WHEREAS, the Parties hereto and thereto desire to amend said Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties amend the Contract as follows.

1. Section 2, Length of Contract, is hereby deleted in its entirety and shall be replaced in its entirety by the following to read as follows.

2 .Length of Contract

The work required of the Commission hereunder shall commence on or after the 13th day of March, 2012; afterwhich, the Commission shall proceed with due diligence and shall use its best efforts to undertake and complete said work in accordance with the sequence of events and schedule set forth in the Scope of Services in order to ensure that the Council completes the project, as that term is defined in the Agreement between the North Carolina Department of Transportation and the Town of Washington dated July 6, 2011 and having a TIP# of M-0371 (hereinafter referred to as the "Agreement"), within the time frame, as the same may be extended, required by, and consistent with terms and conditions of, said Agreement, the terms and conditions of which Agreement are incorporated herein by reference as if fully set forth.

2. The second paragraph of Section 5, Termination of Contract for Cause, is hereby deleted in its entirety. Said paragraph, which is hereby deleted, read as follows.

The commission may also terminate this contract if it feels it cannot complete the work specified in the contract. It shall have the right to terminate this contract by giving written notice to the council of such termination forty-five (45) days before such effective date.

3. As amended by this First Amendment to Contract, and by necessary implication, all of the other terms and conditions of the Contract shall remain in full force and effect, but shall be read and interpreted in such a manner so as to incorporate and effectuate this First Amendment to Contract.

IN WITNESS WHEREOF, each party to this First Amendment to Contract has caused it to be duly and properly executed in duplicate originals as of the day and year first above written as evidenced by the duly authorized signatures below.

This First Amendment to Contract has been pre-audited pursuant to NCGS § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

NEW BUSINESS:

ADOPT – RESOLUTION FIXING DATE FOR PUBLIC HEARING ON THE CONTIGUOUS ANNEXATION OF THE WIMCO, INC. PROPERTY

When an annexation petition is received, the City Council must direct the Clerk to investigate the sufficiency of the petition. Upon making an investigation, the Clerk shall certify the results to the governing body. Upon receipt of the Clerk’s certificate, the City Council shall fix a date for a public hearing on the annexation. Notice of the public hearing must be published once in the newspaper at least ten (10) days before the date of the hearing. On May 13, 2013 City Council adopted a resolution directing the Clerk to investigate the petition presented for a non-contiguous annexation.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted the resolution fixing the date for a public hearing (July 1, 2013) on the contiguous annexation of the Wimco, Inc. property located on Carolina Avenue and containing 2.16 acres.

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

WHEREAS, a petition requesting annexation of the 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 contiguous area described herein will be held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2 Street at 6:00 p.m. on Monday, July 1, 2013.

Section 2. The area proposed for annexation is described as follows: Being 2.16 acres of land noted on the survey “Extension of Corporate Limits City of Washington” by Bartlett Engineering dated April, 2013 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 2.16 acres.

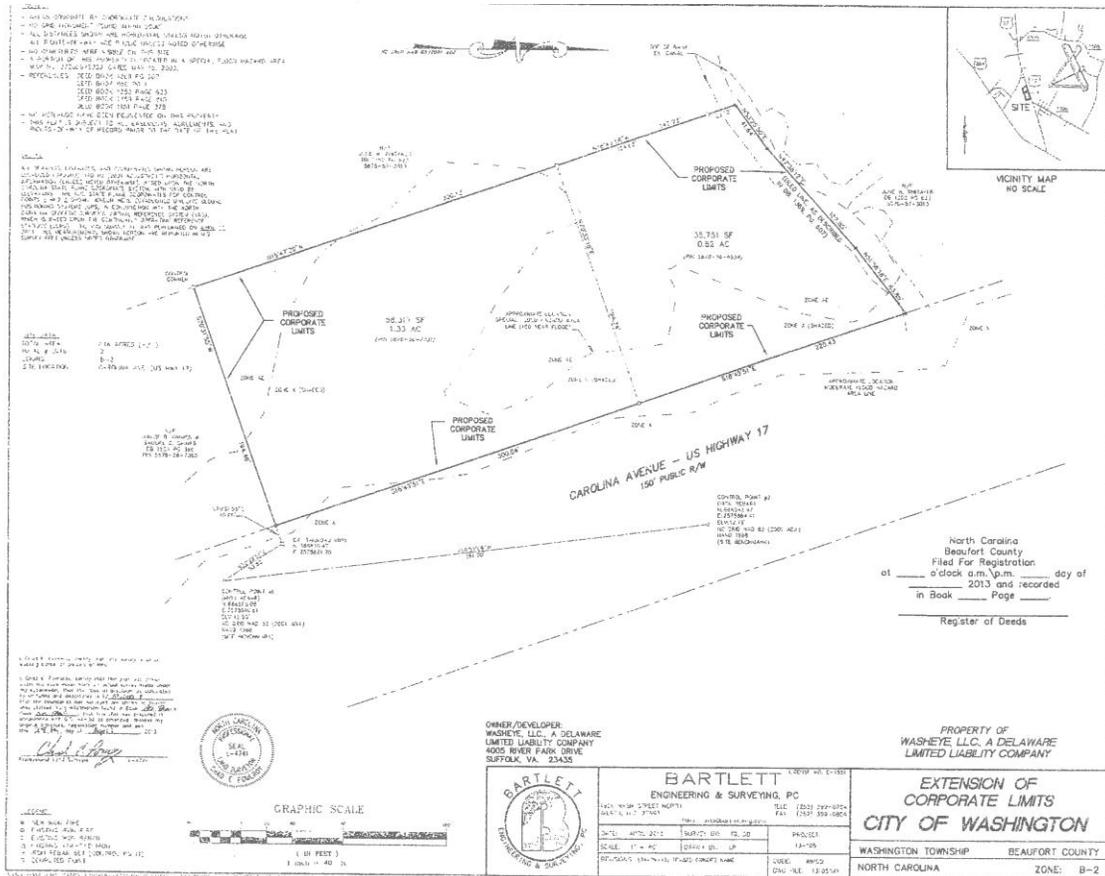
Section 3. Notice of the public hearing shall be published once in the Washington Daily News, a newspaper having general circulation in the City of Washington, at least ten (10) days prior to the date of the public hearing.

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**Legal Description
PIN:5676-56-6954
PIN:5676-56-7731**

Lying and being in the Washington Township of Beaufort County, and being more particularly described as follows: Beginning at a point on the western right-of-way line of Carolina Avenue (US HWY 17), said point being the northeastern corner of the property conveyed to Junice D. Grimes III and Samuel G. Grimes in Deed Book 1504, Page 366 (PIN:5676-56-7365), thence leaving said right-of-way line S70°31'55"W a distance of 194.46' to an existing railroad iron on the eastern line of the property conveyed to June W. Whitaker in Deed Book 1352, Page 623 (PIN:5676-57-3013), thence N18°47'29"W a distance of 300.12' to an existing railroad iron, thence N18°49'58"W a distance of 147.73' to a point at the center of an existing canal, thence N53°25'50E a distance of 41.64' to a point, thence N47°38'12"E a distance of 102.85' to a point, thence N51°56'18"E a distance of 63.85' to a point on the western right-of-way line of Carolina Avenue (US Hwy 17), thence along said right-of-way line S18°49'51"E a distance of 220.43' to an existing iron pipe, thence S18°49'51"E a distance of 300.04' to the point of beginning, containing 2.16 (+/-) acres, and consisting of the property conveyed to Kevin D. Rawls and Donald R. Bundy in Deed Book 1369, Page 607 (PIN:5676-56-6954), and the property conveyed to Chester W. Leggett and Susie G. Leggett in Deed Book 525, Page 487 (PIN:5676-56-7731), see also Estate File 95E, Page 1.



AUTHORIZE – THE MAYOR TO ENTER INTO AN ADMINISTRATIVE AGREEMENT WITH THE MID-EAST COMMISSION TO ADMINISTER THE OAK RIDGE METAL WORKS CDBG GRANT

The Mid-East Commission will administer this grant for the building reuse project.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council authorized the Mayor to enter into an administrative agreement with the Mid-East Commission to administer the Oak Ridge Metal Works CDBG grant.

ADMINISTRATIVE AGREEMENT
BETWEEN
THE CITY OF WASHINGTON AND
MID-EAST COMMISSION
FOR THE OAK RIDGE METAL WORKS
COMMUNITY DEVELOPMENT BLOCK GRANT-
BUILDING REUSE PROJECT

This Agreement, entered into on this the 21st day of May, 2013, by and between the City of Washington (hereinafter called the "Local Government"), and Mid-East Commission (hereinafter called the "Commission") and WITNESSETH THAT:

WHEREAS, the Commission is empowered to provide planning assistance by the N.C. General Statutes and by resolution passed by the Planning Agency on April 27, 1972. Technical assistance shall consist of the provision of services as described in Attachment A to this Agreement; and

WHEREAS, the Local Government has requested the Commission to provide such technical planning assistance to the Local Government; and

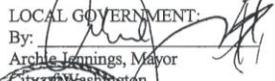
WHEREAS, the Commission desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner.

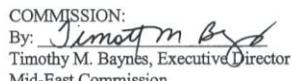
NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Commission will furnish the necessary trained personnel to the Local Government.
2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, Government requests or approved travel related to the Local Government's grant program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.
The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Commission.
3. **Compensation.** The Local Government agrees to pay the Commission a lump sum amount of \$25,000 (twenty five thousand dollars) to administer the grant as outlined in the Scope of Services attached to this Contract. This amount will be billed beginning on or about June 1, 2013 until the termination of the grant. The Commission will be compensated \$5,000.00 for obtaining release of funds, which is part of the maximum contract amount.
It is expressly understood and agreed that the total compensation shall not exceed the maximum sum specified without prior approval of both agencies.
4. **Termination/Modifications.** The Local Government may terminate this Contract by giving the Commission a thirty-day written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written approval of the other.
5. **Time of Performance.** The Commission shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning on or about May 21st, 2013 and ending at grant closeout which is estimated to be around May, 2016.
6. **Conflict of Interest, Interest of Members, Officers, or Employees of the Commission, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Commission or its 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 the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with program assisted under this Agreement. Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Commission shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
7. **Nondiscrimination Clause.** No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.
8. **Age Discrimination Act of 1975, as amended.** No qualified person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
10. **Access to Records and Record Retainage.** All official project records and documents must be maintained during the operation of this project and for a period of three years following close-out, in compliance with 15 NCAC 13L Rule .0911, Recordkeeping. The NC Department of Commerce, US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Commission which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.

11. **Liquidated Damages Clause.** If the project fails to be carried out within the time frame outlined in the administrative proposal due to activities attributed to the Planning Agency, the Local Government may assess the Commission a sum in the amount of \$100 per month for any subsequent months until completion.
12. **Termination of Agreement for Cause.** If, through any cause, the Commission shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the Local Government shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the Local Government, become its property, and the Commission shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.
13. **Assignability.** These parties hereby agree that they may not assign their obligations under this Agreement without written permission of the other party. The Council shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Town, or unless specifically contained in the Scope of Work attached hereto.
14. **Grantee Assurances.** In the performance of this Agreement, the Commission shall comply with all applicable federal rules and procedures outlined on the attached pages as E.O. 11246 Clause and the Section 3 Clause (Attachments B and C).

IN WITNESS WHEREOF, the Commission and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
By: 
Archie Jennings, Mayor
City of Washington

COMMISSION:
By: 
Timothy M. Baynes, Executive Director
Mid-East Commission

WITNESS


WITNESS


Pre-audit Statement

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: 
Local Government Finance Officer

ATTACHMENT A
SCOPE OF SERVICES
CITY OF WASHINGTON
GRANT MANAGEMENT ASSISTANCE
OAK RIDGE METAL WORKS CDBG-BR PROJECT
WORK PROGRAM/BUDGET
May 21, 2013 – May 21, 2016

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the Agreement concerning grant administration activities by the Mid-East Commission for the City of Washington.

Kevin Richards, or designee, will be responsible for administering this project.

Work Program

Professional services necessary to administer all aspects of the project will include but not be limited to the following:

- Administration and coordination of all activities involved in the Oak Ridge Metal Works CDBG BR Project.
- Set-up and maintenance of all building reuse project files and records in accordance with program and audit guidelines.
- Preparation and submission of reimbursement requests.
- Develop forms to meet State CDBG requirements to document CDBG activities from start to finish.
- Coordination of the building reuse program with federal, state and local officials.
- All items related to Davis Bacon requirements.
- Coordination of all fiscal and legal activities relating to the building reuse program.
- Preparation and submission of all financial reports.
- Conducting project close-out and representing the City of Washington at audits and monitoring visits. This does not assume, however, responsibility for payment of fees levied by auditors or accountants.

The City of Washington will be responsible for the following:

- Adequate office space including utilities.
- Direct payment of CDBG funds for legal and audit services and general administrative costs.
- All administrative costs not specifically identified as MEC responsibilities.

Time of Performance

The Mid-East Commission will complete all activities involved in administration of this project in an approximately 36-month period beginning on or about May 21, 2013 and ending on or about May 21, 2016.

Budget

The Mid-East Commission will provide administrative services for a lump sum fee of \$25,000.

Assurances

Assurances are attached as a part of the Agreement.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the Local Government and Mid-East Commission.

ATTACHMENT B - ASSURANCES OF COMPLIANCE

Executive Order 11246

During the performance of this Contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT C

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

LOBBYING CLAUSE

Required by Section 1352, Title 31, US Code

1. 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 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 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.
2. If any funds other than federal appropriated funds have been paid or will be paid 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation 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, US 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.

APPROVE – FEE CHANGE FOR SEMI ANNUAL DOCKAGE

There was a typo in the 2013/2014 City of Washington Fee Manual that prevented the necessary incremental change to the Semi Annual Dock Lease to be in line with the other fee increases. Changing the Fee to \$1,525 will correct that error.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the fee for the Semi Annual Dock Lease from \$1,440 for 6 months to \$1,525 for six months.

APPROVE/AUTHORIZE – THE MANAGER OF PARKS AND RECREATION OR HER DESIGNEE TO EXECUTE THE WATERFRONT DOCKING AGREEMENT FOR LITTLE WASHINGTON SAILING SCHOOL, INC.

In March of this year the Waterfront Docks entered into a docking agreement with Downtown Washington on the Waterfront, Inc. d/b/a Washington Harbor District Alliance d/b/a The Little Washington Sailing School. In May, The Little Washington Sailing School announced they have received its 501(c) 3 non-profit status and no longer has a need to be affiliated with WHDA. The Little Washington Sailing School is, therefore, requesting a new docking agreement between Little

Washington Sailing School, Inc. and Waterfront Docks. No other substantive changes were made in the agreement.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved and authorized the Manager of Parks and Recreation or her designee to execute the current and future Waterfront Docking Agreement for Little Washington Sailing School, Inc.

AUTHORIZE – ACTING CITY MANAGER TO SIGN A CONTRACT WITH RIVERS & ASSOCIATES, INC. TO COMPLETE THE CITY OF WASHINGTON COMPREHENSIVE MASTER PLAN

On May 15, 2013 the City was awarded the Community Transformation Grant to complete a Comprehensive Parks and Recreation Master Plan in the amount of \$45,000. The City accepted the Community Transformation Grant on May 20, 2013. The City’s match is \$5,000 for a grant total of \$50,000. This project has a completion date of September 2013.

PREVIOUS LEGISLATIVE ACTION

May 15, 2013 — grant awarded.

May 20, 2013 - City Accepted CTG \$45,000 & City Adopted Budget Ordinance including match of \$5,000 for a total of \$50,000.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council authorized the Acting City Manager to sign a contract with Rivers & Associates, Inc to complete the City of Washington Comprehensive Master Plan.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 10, 2013 (“Effective Date”) between

City of Washington (“Owner”)

and

Rivers and Associates, Inc. (“Engineer”).

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

Comprehensive Parks and Recreation Master Plan for the City of Washington in accordance with the terms and conditions of the May 20, 2013 Contract for Services Between Pitt County and the City of Washington Parks and Recreation, which contract is attached hereto as Appendix 4 and incorporated herein by reference as if fully set forth (“Project”).

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

See Appendix 2

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs ~~7.01~~ 7.01.1, 7.01.2 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: six months from the Owner’s written authorization to proceed with the Project.
- C. ~~If the Project includes construction related professional services, then Engineer’s time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ___ months. If the actual time to complete construction exceeds the~~

~~number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

2.01 *Payment Procedures*

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

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

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

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

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Page 2

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

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

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any

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failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. ~~All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. Engineer will not provide or offer to provide services inconsistent with or contrary to the standard of care described in 5.01.A above nor make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Engineer will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
- L. If required in the agreement, the Engineer will provide electronic files of documents in PDF format and drawings in PDF format or AutoCad DWG or DXF format for the Owner's use under the conditions indicated above. The Engineer will not be responsible for the data in the electronic files after 60 days. The files will be submitted on CD. The Engineer's name and seal may be removed from the drawings. ~~5.01-G applies to all electronic files also.~~

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01.1 Basis of Payment—Lump Sum

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of \$ 50,000.00.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.01.2 Basis of Payment - Hourly Rates Plus Reimbursable Expenses

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. ~~An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.~~
 2. ~~Engineer's Standard Hourly Rates are attached as Appendix 1.~~
 3. ~~The total compensation for services and reimbursable expenses is estimated to be \$ TBD.~~
for

7.01 Basis of Payment - Direct Labor Costs Times Factor, Plus Reimbursables

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. ~~An amount equal to Engineer's Direct Labor Costs times a factor of _____ for services of Engineer's employees engaged on the Project, plus reimbursable expenses, and Engineer's consultants' charges, if any.~~
 2. ~~The total compensation for services and reimbursable expenses is estimated to be \$ _____.~~

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates
Appendix 2, Engineer's Scope of Services
Appendix 3, Services to be Provided by the Owner
Appendix 4, May 20, 2013 Contract for Services Between Pitt County and the City of Washington Parks and Recreation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: <u>City of Washington</u>	ENGINEER: <u>Rivers & Associates, Inc.</u>
By: (Signature) <u><i>Matt Rauschenbach</i></u>	By: (Signature) <u><i>Marvin E. Garner, Jr.</i></u>
Typed Name: <u>Matt Rauschenbach</u>	Typed Name: <u>Marvin E. Garner, Jr., AICP</u>
Title: <u>Interim City Manager</u>	Title: <u>Vice President</u>
Date Signed: <u>6/11/13</u>	Date Signed: <u>6-13-13</u>

Engineer License or Firm's Certificate Number: NCBELS F-0334
NCBOLA C-312
 State of: North Carolina



Attest: <u><i>Cynthia Bennett</i></u>	Attest: <u><i>F. Durward Tyson, Jr.</i></u>
Name: <u>Cynthia Bennett, CMC</u>	Name: <u>F. Durward Tyson, Jr., P.E.</u>
Title: <u>City Clerk</u>	Title: <u>Secretary</u>
(SEAL)	(SEAL)

Designated Representative: <u>Kristi H. Roberson, MS</u> Title: <u>Manager, Parks & Recreation Department</u> Address for giving notices: <u>102 E. 2nd Street</u> <u>P. O. Box 1988</u> <u>Washington, NC 27889-1988</u> Phone No: <u>(252) 975-9367, ext. 224</u> Fax No: <u>(252) 946-8433</u> E-Mail: <u>kroberson@washingtonnc.gov</u>	Designated Representative: <u>Gregory S. Lambert, PLA, LEED AP</u> Title: <u>Project Manager</u> Address for giving notices: <u>107 East Second Street</u> <u>P. O. Box 929</u> <u>Greenville, NC 27858 (Street) or 27835 (P.O. Box)</u> Phone No: <u>(252) 752-4135</u> Fax No: <u>(252) 752-3974</u> E-Mail: <u>glambert@riversandassociates.com</u>
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This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act.

By: (Signature) *Matt Rauschenbach*
Finance Officer

Typed Name: MattRauschenbach

Date: 6/11/13

AUTHORIZE – THE POLICE AND FIRE SERVICES DIRECTOR TO ENTER INTO A SCHOOL RESOURCE OFFICER’S AGREEMENT WITH THE BEAUFORT COUNTY BOARD OF EDUCATION AND AUTHORIZE THE CITY ATTORNEY TO MAKE NON-SUBSTANTIVE MODIFICATIONS

Matt Rauschenbach, explained Council directed staff to develop an agreement that would cover the actual cost of the School Resource Officers. This agreement accomplishes that objective. The current cost of the contract was approximately \$76,000 for the past seven years or so, which did not cover the actual cost of the School Resource Officers. The agreement has been revised to cover the actual cost of approximately \$135,000. Mr. Rauschenbach stated he had met with Dr. Phipps and explained that the cost of the agreement would be reflecting actual costs.

By motion of Councilman Mercer, seconded by Councilman Brooks, Council authorized the Police and Fire Services Director to enter into a School Resource Officer’s agreement, at actual cost, with the Beaufort County Board of Education and authorize the City Attorney to make non-substantive modifications.

North Carolina
Beaufort County

Washington High
School
2013-2014
Year

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2013 through June 30, 2014, when it shall terminate, by and between the BEAUFORT COUNTY BOARD OF EDUCATION, hereinafter referred to as "BOARD", and the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

WITNESSETH:

WHEREAS, the BOARD is concerned about the increasing violence in the community and desires to secure a law enforcement officer for assignment to Washington High School as a designated Resource Officer;

WHEREAS, it is anticipated that the Resource Officer will be an armed law enforcement officer selected by the LAW ENFORCEMENT AGENCY, through its designated personnel;

WHEREAS, it is anticipated that the Resource Officer will perform his or her duties under the direct supervision of the head of such LAW ENFORCEMENT AGENCY, or his designee, and with day to day supervision by the Principal of the above named school; and

WHEREAS, the BOARD and LAW ENFORCEMENT AGENCY desire to set forth in writing their agreements with respect to the hiring, training, and supervision of the Resource Officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, BOARD and LAW ENFORCEMENT AGENCY do hereby agree each with the other as follows.

1.0 Administration and Control

- 1.1 The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, policies, including but not limited to personnel policy, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision, policies, and control is expressly delegated under the terms and conditions of this Operational Agreement.
- 1.2 The LAW ENFORCEMENT AGENCY shall take the lead in the hiring process with the Principal or his designee serving as a member of the interview team.
- 1.3 The Resource Officer shall be a certified officer.

- 1.4 While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as an officer of the LAW ENFORCEMENT AGENCY normally possesses. While on duty at the above named school, the Resource Officer shall respond to the day-to-day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the LAW ENFORCEMENT AGENCY. Resource Officer shall, for personnel and administrative purposes, remain under the control of the LAW ENFORCEMENT AGENCY, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverages provided by the LAW ENFORCEMENT AGENCY.
 - 1.5 LAW ENFORCEMENT AGENCY shall not utilize the Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.
 - 1.6 For and in consideration of LAW ENFORCEMENT AGENCY providing BOARD the Resource Officer as described herein, BOARD shall reimburse LAW ENFORCEMENT AGENCY for a portion of the full cost of the Resource Officer by paying LAW ENFORCEMENT AGENCY quarterly payments in the amount of \$9,932.48 on the first day of the second month of each quarter. A breakdown of the full cost of the Resource Officer is contained in Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set forth.
- 2.0 **Basic Qualifications of Resource Officer.** To be a Resource Officer, an officer must first meet all the following basic qualifications:
- 2.1 Should have three (3) years of law enforcement experience;
 - 2.2 Prefer experience in working with youth;
 - 2.3 Shall possess a sufficient knowledge of the applicable Federal and State Laws, including the Juvenile Code of North Carolina, City and County Ordinances, and BOARD policies and administrative regulations;
 - 2.4 Shall be capable of conducting in-depth criminal investigations;
 - 2.5 Shall possess an even temperament and set a good example for school students; and
 - 2.6 Shall possess communication skills that enable the officer to function effectively within the school environment.
- 3.0 **Duties of Resource Officer**
- 3.1 To provide law enforcement services to the School System at the above named school in accordance with the terms of this Agreement;
 - 3.2 To enforce Federal, State, and Local criminal laws and ordinances as well as to assist school officials with the enforcement of BOARD policies and administrative regulations regarding student conduct;
 - 3.3 To counsel school students in special situations, such as when a student is suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;
 - 3.4 To foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies, including answering questions that students may have about North Carolina criminal or juvenile law and making classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;
 - 3.5 To assist other law enforcement officers with outside investigations concerning students attending the above named school;
 - 3.6 To work during the school calendar schedule of the Beaufort County Schools as duly adopted;
 - 3.7 To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session; and
 - 3.8 To coordinate traffic and security at all athletic events and social functions on the premises of the above named school.
 - 3.9 Resource Officer has the right and obligation to decline to participate in an activity/event that would violate LAW ENFORCEMENT AGENCY or state procedures.
- 4.0 **Chain of Command**
- 4.1 As an employee of the LAW ENFORCEMENT AGENCY, Resource Officer shall follow the chain of command as set forth in the LAW ENFORCEMENT AGENCY Standard Operating Procedures Manual.
- 5.0 **Duty Hours**
- 5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the above named school. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.
 - 5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at the above named school with a schedule worked out jointly with Resource Officer and the Principal of the above named school throughout the school calendar schedule, or for a minimum of seven and one-half (7 1/2) hours per day on average, or a minimum of forty (40) hours each week on average, in the

event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's work week shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school related crimes.

- 5.3 It is understood and agreed that time spent by the Resource Officer attending court for cases arising from their employment as a Resource Officer shall be considered hours worked under this Operational Agreement.

6.0 Training /Briefing

- 6.1 Resource Officer shall attend training and briefing sessions as required by the LAW ENFORCEMENT AGENCY. Coordination of meetings between school personnel, the Resource Officer and Commanding Officers in the LAW ENFORCEMENT AGENCY may be scheduled as required or needed for the exchange of information and coordination of efforts.
- 6.2 Resource Officer shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the LAW ENFORCEMENT AGENCY. The BOARD may provide training in BOARD policies, regulations and procedures.

7.0 Uniforms, Equipment and Weapons

- 7.1 Resource Officer shall be required to wear LAW ENFORCEMENT AGENCY issued uniforms and to use LAW ENFORCEMENT AGENCY issued equipment as well as weapons.
- 7.2 BOARD shall provide Resource Officer with the following:
- a. Access to an air-conditioned and properly lighted office with a telephone for general business purposes;
 - b. A location for files and records, which can be properly locked and secured;
 - c. A desk with drawers, a chair, work table, a filing cabinet and office supplies;
 - d. Reasonable access to a typewriter and/or secretarial assistance; and
 - e. A radio or walkie-talkie (school based) or pager for the Resource Officer as to avoid using the radio frequency of the LAW ENFORCEMENT AGENCY.

SRO-WHS Operating Agreement – 2013-2014 – Adopted by Washington City Council on June 10, 2013-as amended by Washington City Council on July 1, 2013 (V2)

8.0 Transporting Students

- 8.1 Resource Officer shall not transport students in their vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist, except that Resource Officer shall transport students being sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety of other students and school personnel.
- 8.2 Resource Officer shall not transport students in their personal vehicles. If the Resource Officer does not have a LAW ENFORCEMENT AGENCY or BOARD vehicle, then a patrol unit shall be dispatched by the LAW ENFORCEMENT AGENCY to assist the officer.
- 8.3 Resource Officer shall notify the school Principal or the Principal's designee before removing a student from campus.
- 9.0 **Interview and Arrest Procedure.** Resource Officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of the State of North Carolina when dealing with juveniles.
- 10.0 **Cooperative Understanding.** A Cooperative Understanding between the BOARD and LAW ENFORCEMENT AGENCY is attached hereto and incorporated herein by reference.
- 11.0 **Evaluation.** It is mutually agreed that the Principal/Resource Officer's supervisor shall evaluate annually the Resource Officer on forms developed jointly by the parties. It is further understood that the evaluation of the Resource Officer is advisory only and that the LAW ENFORCEMENT AGENCY retains the final authority to evaluate.

IN WITNESS WHEREOF, the BOARD has caused this Operational Agreement to be signed by its Superintendent/Secretary and the LAW ENFORCEMENT AGENCY has caused this Operational Agreement to be signed by its Police and Fire Services Director, by order or other proper authority of the respective governing board duly given as of the day and year first written above.

PRE-AUDIT CERTIFICATE

This Operational Agreement has been pre-audited pursuant to N.C.G.S. § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.


Matt Rauschenbach, Chief Financial Officer
City of Washington

**Cooperative Understanding
(Resource Officer)**

General Statement of Duties

Within the lawful jurisdiction of the Washington City Police Department, a sworn Washington City Police Officer must at all times take appropriate action to: protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all state, local and federal laws in matters over which the Washington City Police Department has jurisdiction.

Distinguishing Features of the Class

An employee in this class performs a variety of law enforcement duties for the school system. Work is derived from the requirement to protect life and property, to conduct initial investigations of crimes committed at the schools, to patrol in an official vehicle to deter crimes, and to apprehend violators or suspects. Duties may include serving criminal court papers such as warrants and subpoenas; testifying in court; and filing necessary papers with the judicial system. The employee is subject to the usual hazards of law enforcement. Considerable tact, firmness and courtesy are required in serving the public. The employee is expected to exercise alertness and independent judgment in dealing with unusual situations. Work is performed in accordance with established policies and procedures and is supervised by the head of the supervising LAW ENFORCEMENT AGENCY through conference, review of records and reports, and effectiveness of assigned duties.

Illustrative examples of work

- Patrols the school sites to detect and deter crime
- Responds to school personnel calls for law enforcement assistance
- Conducts preliminary investigation of crimes and complaints
- Makes arrests and transports violators
- Testifies in court concerning enforcement and investigative activities
- Maintains records of patrol and investigative activities
- Participates in surveillance and stake-out duties; assists as permitted by law with searches
- Cooperates with other law enforcement officers of other governmental units in conducting investigations and making arrests
- Answers and checks on alarms and security systems
- Performs related duties as required

Knowledge, Skills and Abilities

- Working knowledge of the operations, functions, procedures and legal processes of law enforcement
- Working knowledge of federal, state and county laws relative to civil and criminal processes and Juvenile Code of North Carolina

SRO-WHS Operating Agreement – 2013-2014 – Adopted by Washington City Council on June 10, 2013-as amended by Washington City Council on July 1, 2013 (V2)

- Working knowledge of the operation of two-way radio equipment and related FCC regulations
- Working knowledge of the geographical layout of the school sites as to locations of roads, important buildings and other landmarks
- Skill in the use of firearms and other law enforcement equipment
- Ability to exercise sound judgment in emergency and routing situations and to adopt quick, effective and reasonable courses of action

**EXHIBIT "A"
Washington High School Resource Officer Costs for 2013-2014**

Salary	\$38,390.00	
Retirement	\$2,726.00	
FICA	\$2,937.00	
Insurance	\$7,185.00	
401k	\$1,920.00	
Bullet Proof Vest	\$130.00	5 years
Weapon	\$100.00	5 years
Uniforms	\$4,002.00	3 years
Vehicles	\$6,600.00	5 years
Vehicle Insurance	\$500.00	
Vehicle Maintenance	\$923.00	
Fuel	\$1,365.00	
Ammo	\$87.00	
Cell Phone	\$9.00	
Employee Development	\$256.00	
TOTAL/YEAR	\$67,130.00	

North Carolina
Beaufort County

P.S. Jones Middle
School
2013-2014
Year

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2013 through June 30, 2014, when it shall terminate, by and between the BEAUFORT COUNTY BOARD OF EDUCATION, hereinafter referred to as "BOARD", and the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

WITNESSETH:

WHEREAS, the BOARD is concerned about the increasing violence in the community and desires to secure a law enforcement officer for assignment to P.S. Jones Middle School as a designated Resource Officer;

WHEREAS, it is anticipated that the Resource Officer will be an armed law enforcement officer selected by the LAW ENFORCEMENT AGENCY, through its designated personnel;

WHEREAS, it is anticipated that the Resource Officer will perform his or her duties under the direct supervision of the head of such LAW ENFORCEMENT AGENCY, or his designee, and with day to day supervision by the Principal of the above named school; and

WHEREAS, the BOARD and LAW ENFORCEMENT AGENCY desire to set forth in writing their agreements with respect to the hiring, training, and supervision of the Resource Officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, BOARD and LAW ENFORCEMENT AGENCY do hereby agree each with the other as follows.

1.0 Administration and Control

- 1.1 The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, policies, including but not limited to personnel policy, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision, policies, and control is expressly delegated under the terms and conditions of this Operational Agreement.
- 1.2 The LAW ENFORCEMENT AGENCY shall take the lead in the hiring process with the Principal or his designee serving as a member of the interview team.
- 1.3 The Resource Officer shall be a certified officer.

3.0 Duties of Resource Officer

- 3.1 To provide law enforcement services to the School System at the above named school in accordance with the terms of this Agreement;
- 3.2 To enforce Federal, State, and Local criminal laws and ordinances as well as to assist school officials with the enforcement of BOARD policies and administrative regulations regarding student conduct;
- 3.3 To counsel school students in special situations, such as when a student is suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;
- 3.4 To foster educational programs and activities that will increase student knowledge of and respect for the law and the function of law enforcement agencies, including answering questions that students may have about North Carolina criminal or juvenile law and making classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;
- 3.5 To assist other law enforcement officers with outside investigations concerning students attending the above named school;
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- 3.7 To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session; and
- 3.8 To coordinate traffic and security at all athletic events and social functions on the premises of the above named school.
- 3.9 Resource Officer has the right and obligation to decline to participate in an activity/event that would violate LAW ENFORCEMENT AGENCY or state procedures.

4.0 Chain of Command

- 4.1 As an employee of the LAW ENFORCEMENT AGENCY, Resource Officer shall follow the chain of command as set forth in the LAW ENFORCEMENT AGENCY Standard Operating Procedures Manual.

5.0 Duty Hours

- 5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the above named school. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.
- 5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at the above named school with a schedule worked out jointly with Resource Officer and the Principal of the above named school throughout the school calendar schedule, or for a minimum of seven and one-half (7 1/2) hours per day on average, or a minimum of forty (40) hours each week on average, in the

SRO-PSJ Operating Agreement – 2013-2014 – Adopted by Washington City Council on June 10, 2013 – as amended by Washington City Council on July 1, 2013 (v2)

event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's work week shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school related crimes.

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6.0 Training /Briefing

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7.0 Uniforms, Equipment and Weapons

- 7.1 Resource Officer shall be required to wear LAW ENFORCEMENT AGENCY issued uniforms and to use LAW ENFORCEMENT AGENCY issued equipment as well as weapons.
- 7.2 BOARD shall provide Resource Officer with the following:
 - a. Access to an air-conditioned and properly lighted office with a telephone for general business purposes;
 - b. A location for files and records, which can be properly locked and secured;
 - c. A desk with drawers, a chair, work table, a filing cabinet and office supplies;
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- 8.3 Resource Officer shall notify the school Principal or the Principal's designee before removing a student from campus.

9.0 Interview and Arrest Procedure. Resource Officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of the State of North Carolina when dealing with juveniles.

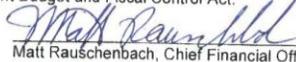
10.0 Cooperative Understanding. A Cooperative Understanding between the BOARD and LAW ENFORCEMENT AGENCY is attached hereto and incorporated herein by reference.

11.0 Evaluation. It is mutually agreed that the Principal/Resource Officer's supervisor shall evaluate annually the Resource Officer on forms developed jointly by the parties. It is further understood that the evaluation of the Resource Officer is advisory only and that the LAW ENFORCEMENT AGENCY retains the final authority to evaluate.

IN WITNESS WHEREOF, the BOARD has caused this Operational Agreement to be signed by its Superintendent/Secretary and the LAW ENFORCEMENT AGENCY has caused this Operational Agreement to be signed by its Police and Fire Services Director, by order or other proper authority of the respective governing board duly given as of the day and year first written above.

PRE-AUDIT CERTIFICATE

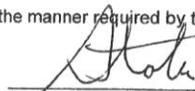
This Operational Agreement has been pre-audited pursuant to N.C.G.S. § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.


Matt Rauschenbach, Chief Financial Officer
City of Washington

SRO-PSJ Operating Agreement – 2013-2014 – Adopted by Washington City Council on June 10, 2013 – as amended by Washington City Council on July 1, 2013 (V2)

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited in the manner required by the School Budget and Fiscal Control Act.


Steve Toler, School Finance Officer
Beaufort County Board of Education

CITY OF WASHINGTON

BEAUFORT COUNTY
BOARD OF EDUCATION

By:  (SEAL)
Stacy Drakeford
Police and Fire Services Director

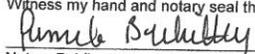
By:  (SEAL)
Don Phipps
Superintendent/Secretary

7-2-13
Date

7-3-13
Date

NORTH CAROLINA
BEAUFORT COUNTY

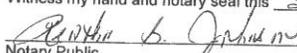
The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Don Phipps personally appeared before me this day, and being duly sworn by me, acknowledged that he is Superintendent/Secretary of the Beaufort County Board of Education, and that by authority duly given and as the act of the Board the foregoing instrument was signed by him.

Witness my hand and notary seal this 3rd day of July 2013.

Notary Public

My Commission expires: 8-27-2017

NORTH CAROLINA
BEAUFORT COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Stacy Drakeford personally appeared before me this day, and being duly sworn by me, acknowledged that he is the Police and Fire Services Director of the City of Washington, and that by authority duly given and as the act of the City the foregoing instrument was signed by him.

Witness my hand and notary seal this 2 day of July 2013.

Notary Public

My Commission expires: 12/14/2014



**Cooperative Understanding
(Resource Officer)**

General Statement of Duties

Within the lawful jurisdiction of the Washington City Police Department, a sworn Washington City Police Officer must at all times take appropriate action to: protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all state, local and federal laws in matters over which the Washington City Police Department has jurisdiction.

Distinguishing Features of the Class

An employee in this class performs a variety of law enforcement duties for the school system. Work is derived from the requirement to protect life and property, to conduct initial investigations of crimes committed at the schools, to patrol in an official vehicle to deter crimes, and to apprehend violators or suspects. Duties may include serving criminal court papers such as warrants and subpoenas; testifying in court; and filing necessary papers with the judicial system. The employee is subject to the usual hazards of law enforcement. Considerable tact, firmness and courtesy are required in serving the public. The employee is expected to exercise alertness and independent judgment in dealing with unusual situations. Work is performed in accordance with established policies and procedures and is supervised by the head of the supervising LAW ENFORCEMENT AGENCY through conference, review of records and reports, and effectiveness of assigned duties.

Illustrative examples of work

- Patrols the school sites to detect and deter crime
- Responds to school personnel calls for law enforcement assistance
- Conducts preliminary investigation of crimes and complaints
- Makes arrests and transports violators
- Testifies in court concerning enforcement and investigative activities
- Maintains records of patrol and investigative activities
- Participates in surveillance and stake-out duties; assists as permitted by law with searches
- Cooperates with other law enforcement officers of other governmental units in conducting investigations and making arrests
- Answers and checks on alarms and security systems
- Performs related duties as required

Knowledge, Skills and Abilities

- Working knowledge of the operations, functions, procedures and legal processes of law enforcement
- Working knowledge of federal, state and county laws relative to civil and criminal processes and Juvenile Code of North Carolina
- Working knowledge of the operation of two-way radio equipment and related FCC regulations
- Working knowledge of the geographical layout of the school sites as to locations of roads, important buildings and other landmarks
- Skill in the use of firearms and other law enforcement equipment
- Ability to exercise sound judgment in emergency and routing situations and to adopt quick, effective and reasonable courses of action

**EXHIBIT "A"
P.S. Jones Middle School Resource Officer Costs for 2013-2014**

Salary	\$35,913.00	
Retirement	\$2,550.00	
FICA	\$2,747.00	
Insurance	\$7,185.00	
401k	\$1,796.00	
Bullet Proof Vest	\$130.00	5 years
Weapon	\$100.00	5 years
Uniforms	\$4,002.00	3 years
Vehicles	\$6,600.00	5 years
Vehicle Insurance	\$500.00	
Vehicle Maintenance	\$923.00	
Fuel	\$1,365.00	
Ammo	\$87.00	
Cell Phone	\$9.00	
Employee Development	\$256.00	
TOTAL/YEAR	\$64,163.00	

ADOPT – BUDGET ORDINANCE AMENDMENT – SOLAR FARM PROJECT 2 (\$240,000)

This request is to approve a revenue and expenditure budget ordinance amendment for the Electric Fund in the amount of \$ 240,000. The funds are for expenditures that are needed for required electric system upgrades so as to connect a large scale photovoltaic (PV) generating facility to the City’s electric system. All of the expenditures for this project will be reimbursed by the requesting entity. The offsetting revenue is listed in the amendment.

Matt Rauschenbach explained Solar Farm Project 2 is located on Hwy. 92 East. Councilman Mercer inquired if a separate contract was required for the second project and Mr. Rauschenbach explained yes. Councilman Mercer discussed the need to “clean up” the line item for Solar Project 1 to reflect appropriate numbers. Mr. Rauschenbach will prepare a budget ordinance amendment for July 1st

for Solar Project 1 as well as Solar Project 2. There is a sense of urgency due to the completion date of the project being December 31, 2013.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted a budget ordinance amendment in the amount of \$240,000 for the electric fund and directed staff to prepare a budget ordinance amendment for July 1st to “clean up” line items in Solar Project 1.

**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 the Estimated Revenues in the Electric Fund be increased in the amount of \$240,000 in the account Solar Project 2, account number 35-90-3500-3650.

Section 2. That account number 35-90-7220-0450, Solar Project 2, Electric Director portion of the Electric Fund appropriations budget be increased in the amount of \$240,000.

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

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

Adopted this the 10th day of June, 2013.

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

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

APPROVE – CLASSIFICATION AND PAY GRADE CHANGES

- 1) Library Program Assistant (Salary Grade 12) to Library Programs Coordinator (Salary Grade 15)
The positions in the Brown Library have not been reviewed since the comprehensive classification study in 2003. The Library is staffed with four full-time positions and seven part-time positions. Due to both staff turnover and transition in services offered with new technology and media, some primary job duties have been shuffled between two of the full-time positions. Many of the duties previously assigned to the Library Services Coordinator have been transferred to the Library Program Assistant. Under the current organizational structure, these positions have similar levels of supervisory responsibilities. In addition to continuing the coordination and oversight of the children’s programs, the employee in this position has assumed supervisory, scheduling and programming responsibilities for the circulation desk and staff as well as volunteers. This employee has also assumed significant public relations role for the Library serving on various library and civic committees; recruitment and management of monthly artists and crafters; and explaining library policies and dealing with behavioral problems. The employee in this position has been performing these duties for over a year and the title and pay grade need to be adjusted to reflect these changes. Therefore, it is recommended that the Library Program Assistant is renamed to Library Programs Coordinator and upgraded to the same salary grade as the Library Services Coordinator, salary grade 15. There are sufficient funds in FY 13-14 budget to support this change due to the retirement of a long term employee and replacement hired at a lower rate of pay in Library Services Coordinator position.
- 2) Public Works Supervisor II (Salary Grade 18) to General Services Superintendent (Salary Grade 20)
Several years ago the position of General Services Superintendent was abolished following the retirement of a long term employee and replaced with a Public Works Supervisor II. The primary change in the position at that time was the reassignment of the City Garage / Fleet Maintenance to the Assistant Public Works Director. Over the past year and a half, however, significant duties and responsibilities have been added to this position. Effective March, 2012, the Recreation Maintenance staff was re-assigned from the Parks and Recreation Department to Public Works under the direction of this position. In addition, during the past year, the City has resumed management of the Airport. This Airport facility and its operation have also been assigned to this Public Works Supervisor II. Prior to these aforementioned organizational changes this position only had oversight of the cemeteries and general City facilities maintenance. With the addition of the airport and recreation facilities and staff, it is

recommended that we reactivate the previous classification of General Services Superintendent at Salary Grade 20 and upgrade the current Public Works Supervisor II to this classification.

The Salary Schedule "Assignment of Classes to Grades and Ranges" reflects these recommended classification changes; eliminates classes specific to Revenue Collections with the merger of this unit and Customer Services which was finalized in January, 2013; and implements the 3% Cost of Living Adjustment approved with the 2013-14 fiscal year budget.

Matt Rauschenbach explained it is the responsibility of the City to recognize and address significant changes in duties and responsibilities of positions and adjust pay schedules as needed. There are two positions that have been identified for which a reclassification and salary grade change is needed. He reminded Council that when the restructuring process was presented to Council as well as to the employees, that restructuring would be mainly through attrition. As we made reductions, there would be changes in job duties/responsibilities, that at some point those salaries would be adjusted appropriately. There is adequate monies in the Library budget to cover the adjustment in salaries. There is not sufficient funds in the Public Works budget, but staff will work to find funds to cover those expenses.

Mayor Jennings noted that this is a byproduct of the reorganizational plan. Councilman Mercer explained his concerns. He felt it was appropriate to defer any reclassifications until the new manager was onboard. He feels there should be a full review of both positions and that should be done by the new manager.

A motion was made by Councilman Moultrie and seconded by Councilman Brooks to approve the request as presented tonight and approve the assignment of classes to grades and ranges for Fiscal Year 2013-2014 and authorize the City Manager to implement the recommended reclassifications effective July 1, 2013. Councilman Brooks said that employees were told they could potentially take on additional responsibilities with the implementation of the reorganizational plan and they would be compensated accordingly. Mayor Pro tem Roberson thanked Susan Hodges for reviewing these positions. Susan Hodges, Human Resources Director explained that it has been some time (2003) since all positions were reviewed.

Councilman Mercer requested to amend the motion to vote on the reclassifications individually (1st - Public Works Supervisor II) and the motion was seconded by Mayor Pro tem Roberson. Councilman Moultrie did not want to amend his motion. Motion failed 1-4, with Councilman Mercer voting for the amendment and Council members: Roberson, Brooks, Moultrie and Pitt voting against.

Originally motion restated: A motion was made by Councilman Moultrie and seconded by Councilman Brooks to approve the assignment of classes to grades and ranges for Fiscal Year 2013-2014 and authorize the City Manager to implement the recommended reclassifications effective July 1, 2013. Motion passed 4-1 with Councilman Mercer opposing.

ADOPT/AUTHORIZE – BUDGET ORDINANCE AMENDMENT AND AUTHORIZE ACTING CITY MANAGER TO EXECUTE THE ATTACHED OFFER TO PURCHASE AND CONTRACT – PROPERTY OWNED BY BRENDA BRANN LOCATED AT 1656 SPRINGS ROAD

Matt Rauschenbach explained that Josh Kay negotiated the purchase of the Brann property adjacent to the sports complex within the budget guidelines provided by Council. The final purchase price was \$62,000 there is a clause in the contract that allows the Brann's to reside on the property for 60 days and also \$5000 is a hold back until they completely leave the property. Discussion was held regarding the mobile home located on the property and the time frame for the Brann's to remove all of their items from the property. Closing is scheduled for June 17th, staff will provide clarification to Council regarding the time frame for the Brann's to remove their personal items from the property.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted a Budget Ordinance Amendment and authorized the City Manager to execute the attached Offer to Purchase and Contract as well as any other document necessary to purchase the property owned by Brenda Brann at 1656 Springs Road.

**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 the Estimated Revenues in the General Fund be increased in the amount of \$63,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 3. That the following account numbers be increased in the amounts indicated to Purchase the Brann Property adjacent to the sports complex: 10-00-4400-7100 Land Acquisition \$63,000

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 10th day of June, 2013.

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

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

ADOPT – MEREDITH SETTLEMENT BUDGET AMENDMENT

This budget ordinance amendment is necessary to cover legal and other related expenses for the Meredith settlement at the Airport.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council adopted a budget ordinance amendment to appropriate funds for the Meredith settlement.

**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 the Estimated Revenues in the Airport Fund be increased for the Meredith Settlement in the following account: 37-90-3 991-9910 Fund Balance Appropriated \$35,103

Section 2. That the Airport Fund appropriations budget be increased in the following account: 37-90-4530-0401 Lawsuit Settlement \$35,103

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 10th day of June, 2013.

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

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

Moved From Consent Item B To New Business Item K: PURCHASE ORDERS > \$20,000

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council approved the following purchase orders:

- Requisition #13001, \$31,620, to Westinghouse Electric for Solar Project 2 equipment, account 35-90-7220-0450.
- Requisition #13007, \$24,930, to Westinghouse Electric for Solar Project 2 equipment, account 35-90-7220-0450.

Councilman Mercer expressed his concerns with the following purchase orders and the SBEA Grant expenditures:

- Requisition #12999, \$32,656.22, to Lee Chevrolet for CDBG Job Creation grant, account 57-60-4930-4500.
- Requisition #13015, \$25,000, to Spartan Tool for CDBG Job Creation grant, account 57-60-4930-4500.

The above purchase orders were continued until July to allow staff the opportunity to prepare an explanation and summary of the grant and requested expenditures. John Rodman offered an

explanation stating it was always the intention for the grant recipients to purchase equipment with the grant funding.

City Attorney, Franz Holscher explained a meeting will be held on Friday with The Wooten Company to discuss the status of this grant.

**APPROVE PARKS AND RECREATION DEPARTMENT TO APPLY FOR KABOOM
COMMUNITY PARTNER PROGRAM APPLICATION**

The Parks and Recreation Department is requesting permission to apply for the KaBOOM Community Partner Program Application. KaBOOM contacted the City about our interest in becoming a partner. The grant requires \$8,500 community contributions, an extensive 8-10 week design process, and 200 volunteers to build the playground in 1 day. The City must also complete any needed site work, secure soil tests, utility checks, and any needed building permits. This grant will allow the Parks & Recreation Department to replace the playground equipment at Bug House Park. The Recreation Advisory Committee is interested in redesigning that park. The application is due on Friday, June 14, 2013.

Councilman Mercer inquired about the monetary limitation contributed by KaBOOM as well as the short time frame for submitting the application. The maximum amount KaBOOM will contribute will be \$15,000.

By motion of Councilman Brooks, seconded by Councilman Moultrie, Council approved the Parks and Recreation Department to apply for the KaBOOM Community Partner Program Application. An \$8,500 match is required in the form of Community Contributions.

ANY OTHER ITEMS FROM CITY MANAGER: NONE

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL

A: DISCUSSION OF POSSIBLE CLOSING OF ALCOHOL/DRUG TREATMENT CENTERS

Councilman Pitt explained that Governor McRoy's proposed budget includes the closure of alcohol/drug treatment centers and the privatization of same. He requested Council draft a letter offering support of keeping the centers open in their current state. Mayor Jennings requested specific information from Councilman Pitt of how the proposed closures impact Washington so that could be included in the letter. Councilman Mercer noted that the move was to privatize the operations not just close them down. Mayor Jennings acknowledged that we have been very successful in writing letters of support, but the letters are based on the specificity, not a generalized letter. Councilman Pitt will forward the detailed information to Mayor Jennings in order for him to write a letter of support.

By motion of Councilman Moultrie, seconded by Councilman Brooks, that after the needed details are supplied to the Mayor, that he is authorized to write a letter of support of keeping the alcohol/drug treatment centers open and forward the letter to Governor McCroy and the appropriate Legislatures.

**B: PARKING IN HISTORIC DISTRICT DURING SPECIAL EVENTS SUCH AS SUMMER
FESTIVAL**

Councilman Pitt discussed parking issues downtown for homeowners during special events such as Summer Festival, etc. He feels the property owners should have a way to designate their parking space in front of their property. If a property owner's driveway is being blocked, then the City can paint the curb to designate the "no parking" area near the driveway. Council members acknowledged that this may be an issue, but this is public parking and property owners don't own the parking area on the street. Mayor Pro tem Roberson asked staff to investigate the installation of a sign in the 200 block of East Second Street on the right-of-way that references a private/handicapped parking space in front of a private residence on the City street.

CLOSED SESSION –UNDER CLOSED SESSION: 143-318.11(A)(6) PERSONNEL

By motion of Councilman Pitt, seconded by Councilman Brooks, Council entered into closed session at 7:50pm under NCGS 143-318.11 (a)(6) Personnel.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council came out of closed session at 7:58pm.

**ADJOURN – UNTIL MONDAY, JULY 1, 2013 AT 5:30 PM, IN THE COUNCIL CHAMBERS
AT THE MUNICIPAL BUILDING.**

Council discussed cancelling the June 24th and July 8th meetings and holding a meeting on July 1st.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council adjourned the meeting until July 1, 2013 at 5:30pm in the Council Chambers at the Municipal Building.

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