



JANUARY 14, 2013
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from December 10, 2012 **(page 4)**

Approval/Amendments to Agenda

I. Consent Agenda:

- A. Authorize/Adopt – Repurchase of Cemetery Lot P-59, Plots 1-8 in Oakdale Cemetery for \$700.00 **and** Adopt Budget Ordinance Amendment **(page 20)**
- B. Approve – Parks and Recreation Department to apply for the North Carolina's Adopt-A-Trail Grant Program (\$10,000) **(page 32)**
- C. Adopt – Budget Ordinance Amendment Gustnado Repairs **(page 40)**
- D. Approve – Purchase of Sewer Flusher through piggyback of Wise County (VA) Contract (\$55,944) **(page 42)**

II. Comments from the Public:

III. Public Hearing on Zoning: **6:00 PM**

- A. None –

IV. Public Hearing – Other:

- A. Kevin Richards – Community Development Block Grant (CDBG) - Economic Development & Building Reuse **(page 44)**

V. Scheduled Public Appearances:

- A. Lynn Lewis – Civil War Event in Washington (April 12-14, 2013) **(page 45)**
- B. Charlie Heritage – (Weaver-Kirkland) requesting the waiving of tap and impact fees in order to apply for NCFHA tax credits for a multi-family project for the George & Louise buildings

VI. Correspondence and Special Reports:

- A. Memo – Refinance USDA Loan **(page 46)**



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- VII. Reports from Boards, Commissions and Committees:
- A. Human Relations Council **(page 47)**
 - B. Financial Reports **(emailed as available)**
- VIII. Appointments:
- A. Appointment – Fireman’s Relief fund **(page 48)**
- IX. Old Business:
- A. Award – Contract – Clearing of 5 lots at Keys Landing Subdivision **(page 49)**
 - B. Approve – Sublease of Goess Hangar **(page52)**
- X. New Business:
- A. Adopt/Accept – Resolution of Intent to enter into a Recreational Lease with PTRF and Accept the Memorandum of Understanding **(page 72)**
 - B. Amend – Electric Rate Rider **(page 92)**
 - C. Approve – Purchase of an Altec Bucket Truck from Altec through NJPA (\$234,541) **(page 96)**
 - D. Approve/Adopt – Work Authorization for Terminal Building Design, Approve Corresponding Purchase Order and Adopt Grant Project Ordinance (\$112,185) **(page 97)**
 - E. Adopt/Authorize – Resolution Authorizing the Mayor to sign an Agreement with North Carolina Department of Transportation for Airport/Safety/Maintenance Projects **(page 113)**
 - F. Adopt – Budget Ordinance Amendment Capital Outlay **(page 119)**
 - G. Authorize/Approve – Bid Award for the repair of Warren Field Airport Hangars to Mosely Construction **and** Approve the purchase order **(page 124)**
 - H. Adopt/Authorize – Resolution authorizing the application for NC Rural Center Building Reuse and Restoration Grants for Spinrite (\$440,000) **(page 126)**



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- XI. Any Other Items From City Manager:
 - A. None

- XII. Any Other Business from the Mayor or Other Members of Council
 - A. Discuss – Designation of Voting Delegates (NCLM Advocacy Goals)

- XIII. Closed Session – Under § NCGS 143-318.11(a)(3) Attorney Client Privilege – including City of Washington vs. Anne & Harry Meredith, et al (08-CVS-105), James L. Davis vs. City of Washington, et al 12-CVS-571 and NCGS 143-318.11(a)(4) Economic Development

- XIV. Adjourn – Until Monday, January 28, 2013 at 5:30 pm, in the Council Chambers at the Municipal Building.

The Washington City Council met in a regular session on Monday, December 10, 2012 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Bobby Roberson, Mayor Pro tem; Josh Kay, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

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

Mayor Jennings called the meeting to order and Councilman Moultrie delivered the invocation. Mayor Jennings acknowledged the positive comments he has received regarding the Christmas decorations at City Hall and in the downtown area.

APPROVAL OF MINUTES FROM NOVEMBER 5 & 19, 2012

Councilman Mercer requested the addition of the following line to page 3 of the November 19, 2012 minutes regarding the transfer from the Electric Fund, "Council established a target of \$700,000 for the 2013-2014 budget".

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the minutes of November 5, 2012 as presented and November 19, 2012 as amended.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings added a purchase order for land application of residual sludge in the amount of \$85,000 under the Consent Agenda as Item E.

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

PRESENTATIONS: RETIREMENT AND MEMORIAL RESOLUTIONS



Josh Kay, City Manager; Susan Hodges, Human Resources Director; Archie Jennings, Mayor; Gary Johnson, Washington Fire (Retired); Robbie Rose, Fire Chief; Homer Wallace, Parks and Recreation (Retired); Philip Mobley, Parks and Recreation (Retired); Sandy Blizzard, Washington Police Department (Retired); Matthew Bailey, Police Department (Retired); Stacy Drakeford, Police and Fire Services Director. Not Pictured: Mick Reed, Police Department (Retired); Rachel Rucienski, Police Department (Retired); Dianna Toler, Human Resources (Retired); Floyd Wainwright, Public Works (Retired)

Memorial Resolutions were presented to the families of James Gilgo, former Police Chief; Larry Jones, former Maintenance Worker and Elizabeth “Betsy” Robbins, former Personnel Officer, Accounting Clerk and Tax Office Assistant.

CONSENT AGENDA

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

- A. Declare Surplus/Authorize – Fire Department Equipment Truck Vehicle #235 And Authorize The Sale Of This Vehicle Through Electronic Auction Using GovDeals
- B. Approve/Authorize – 2013 Departmental Roster And Authorize The Mayor And The Fire Chief To Sign The Annual Certification Of Firefighters
- C. Accept/Adopt – Grant From Mid-East Commission Area Agency On Aging And Adopt Budget Ordinance Amendment For Grant (\$498.00)

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 \$498 in the account Mid East Grant-Recreation, account number 10-40-3621-3300.

Section 2. That account number 10-40-6123.4501, Mid-East Commission Grants, Senior Programs portion of the General Fund appropriations budget be increased in the amount of \$498 to provide funds for Health Promotions & Disease Prevention.

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 December, 2012

Attest:

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

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

- D. Adopt – Grant Project Amendment For The CDBG-Program Fund Amendment And Adopt Budget Ordinance Amendment (Keys Landing Subdivision) (\$11,000)

**AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCE FOR THE CDBG-PROGRAM INCOME FUND
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 Revenue in the following accounts in the CDBG- Program Income Fund be increased by the following amount:

60-60-3991-9910	Fund Balance Appropriated	\$ 11,000
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Section 2. That the following accounts in the CDBG- Program Income Fund appropriations budget be increased to provide funds for lot clearing at the Keys Landing subdivision by the following amount:

60-60-4930-4500	Contractor Payments	\$ 11,000
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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 December, 2012.

Attest:

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

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

**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 decreased in the amount of \$11,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-00-4400-1501, Maint/Repair Grounds, Miscellaneous portion of the General Fund appropriations budget be decreased in the amount of \$11,000 to reflect portion of lot clearing in the Keys Landing subdivision being funded by CDBG Program Income.

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 December, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

- E. Approve – Purchase Order to EMA Resources for land application of residual sludge (\$85,000)

COMMENTS FROM THE PUBLIC: None

PUBLIC HEARING ON ZONING: None

PUBLIC HEARING – OTHER: None

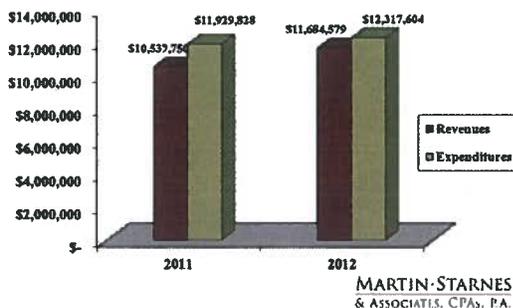
MR. HARLEN MACKENDRICK – ZION SHELTER

Mr. Harlen Mackendrick stated that the Zion Shelter has been operational for 28 years. Their original funding request from the City was \$10,500 but with budget restrictions the Zion Shelter was only funded \$6,000. Mr. Mackendrick stressed that additional funding was needed to maintain operations at the Shelter and that he would be attending the Beaufort County Commissioner’s meeting to request financial assistance. Council discussed possible options to assist the shelter. Council requested the City Manager meet with Mr. Mackendrick to determine the funding amount the shelter needs through the end of June 30, 2013. If needed, Mr. Mackendrick will come back on January 14th for the next City Council meeting.

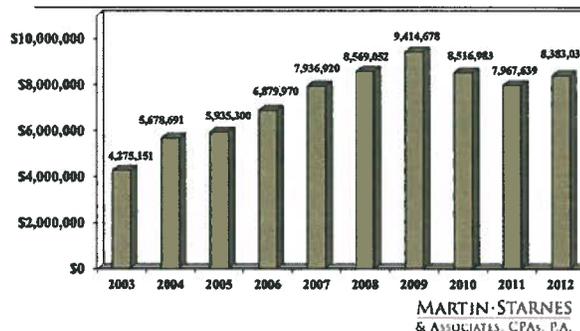
MARTIN – STARNES & ASSOCIATES, CPA’S, P.A. – AUDIT

Crystal Waddell, Martin – Starnes & Associates, CPA’s, P.A. presented the audit results to Council. Council discussed revenues versus expenditures as well as debt service. Councilman Mercer complimented Ms. Waddell on an error free audit.

General Fund Revenue and Expenses
(before Transfers)



Fund Balance – General Fund

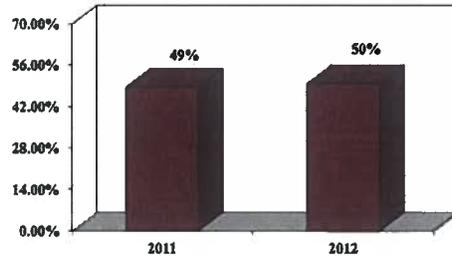


Fund Balance Position-General Fund

□ Total Fund Balance	\$ 8,383,031
Non spendable	- 85,930
Stabilization by State Statute	- 2,154,972
□ Available Fund Balance	\$ 6,142,129
□ Available Fund Balance 2011	\$ 5,800,992
□ Increase in Available FB	\$ 341,137

MARTIN-STARNES & ASSOCIATES, CPAs, P.A.

Available Fund Balance as a Percent of Expenditures – General Fund

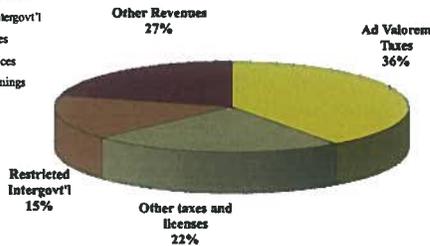


MARTIN-STARNES & ASSOCIATES, CPAs, P.A.

Top 3 Revenues: General Fund

Other Revenues:

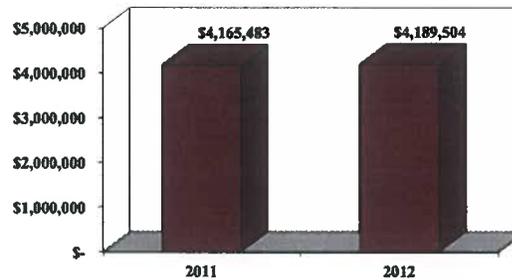
- Unrestricted intergov't
- Permits and fees
- Sales and services
- Investment earnings
- Miscellaneous



Top 3 comprise \$8,546,428 (73%) of revenues

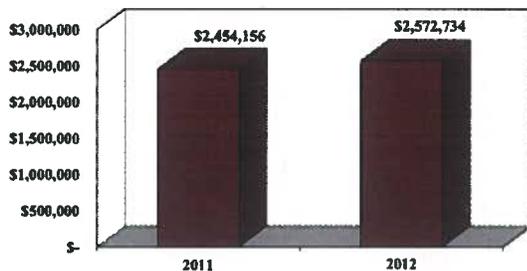
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Ad Valorem Taxes



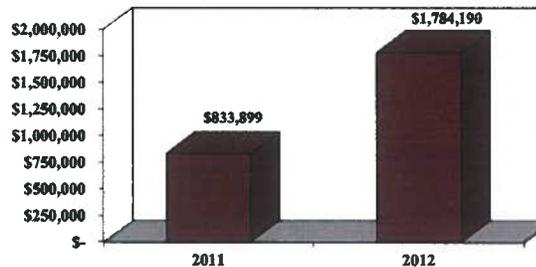
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Other Taxes and Licenses



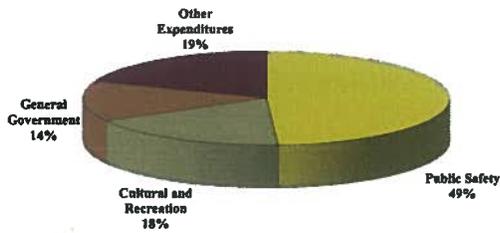
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Restricted Intergovernmental



MARTIN-STARNES & ASSOCIATES, CPAs, P.A.

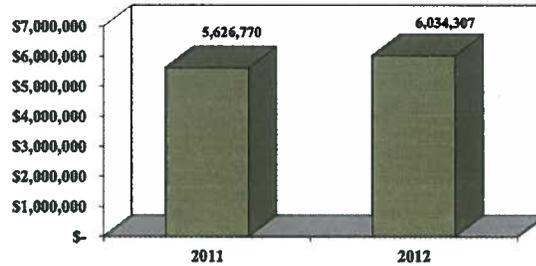
**Top 3 Expenditures:
General Fund**



Top 3 Comprise 81% of Total Expenditures
Expenditures Total \$12,317,604

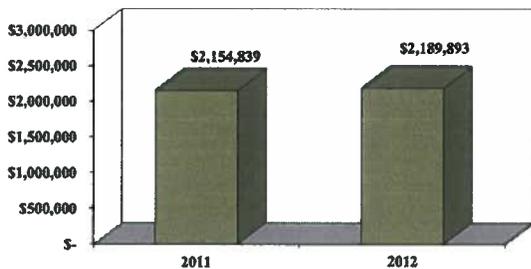
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Public Safety



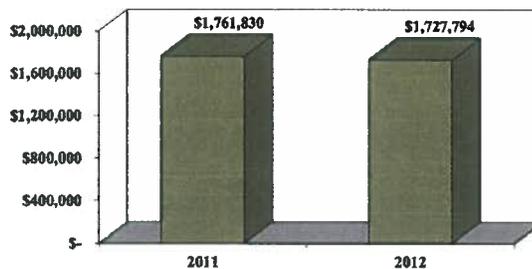
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Cultural and Recreation



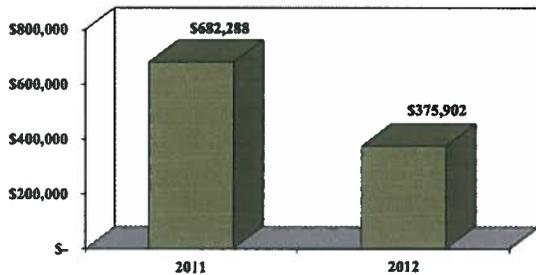
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General Government



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Debt Service



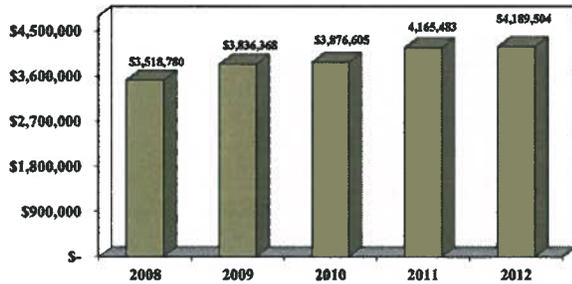
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& ASSOCIATES, CPAs, P.A.

Other Governmental Funds

✓ Total Revenues 2012	\$ 761,894
✓ Total Expenditures 2012	1,662,074
✓ Other Financing Sources	914,581
✓ Net Change in Fund Balance	14,401
✓ Ending Fund Balance	1,615,331

MARTIN-STARNES
& ASSOCIATES, CPAs, P.A.

Property Tax Trend for Collections in the Fiscal Year of the Levy



MARTIN·STARNES & ASSOCIATES, CPAs, P.A.

Enterprise Funds Operating Income (Loss) Modified Accrual

	Water	Sewer	Electric	Stormwater Utility	Non Major
Income/loss	526,194	286,121	58,962	(33,963)	
Transfers out	(198,019)	(193,479)	(1,099,743)	-	(264,248)
Income/loss before incoming transfers	328,175	92,642	(1,040,781)	(33,963)	(264,248)
Debt issued	-	-	-	-	-
Transfers in	30,000	86,000	-	-	239,487
Total Income(Loss)	358,175	178,642	(1,040,781)	(33,963)	(24,761)

MARTIN·STARNES & ASSOCIATES, CPAs, P.A.

Enterprise Funds Available Resources for Future Obligations June 30, 2012

	Water	Sewer	Electric	Stormwater Utility	Nonmajor
Unrestricted Cash and Investments	\$ 1,633,741	\$ 2,130,680	\$ 5,185,729	\$ 548,135	\$ 753,492
Accounts Receivable/Due from	649,034	575,045	4,724,608	94,896	209,118
Available resources	2,282,775	2,705,725	9,910,337	643,031	962,610
Current Liabilities	395,253	672,701	4,261,655	749,317	148,207
Total Available for non-current obligations	\$ 1,887,522	\$ 2,033,024	\$ 5,648,682	\$ (106,286)	\$ 814,403
Annual Operating Expenses Cash Basis	\$ 2,612,127	\$ 2,820,095	\$ 36,712,756	\$ 641,488	\$ 2,153,946
2012 Available resources as a % of expenditures	72%	72%	15%	-17%	38%
2011 Available resources as a % of expenditures	62%	63%	15%	10%	37%
Total General Fund fund balance as a % of General Fund expenditures is 68%					

MARTIN·STARNES & ASSOCIATES, CPAs, P.A.

MR. ROGER WALDEN OF CLARION & ASSOCIATES – DRAFT COMPREHENSIVE PLAN

John Rodman, Community & Cultural Services explained the purpose of a Comprehensive Plan is to anticipate growth and to guide this growth in a manner that will provide a community with a balance of land uses that promote economic growth while retaining a superior quality of life component. A Comprehensive Plan is a guide for all future activities by City Government The Comprehensive Plan is the central statement of public policy of the City, and contains the City’s goals, objectives, and operating policies for land use and development. The plan, through its goals, becomes a framework for guiding responsible growth and action by the City.

One of the major goals for the Planning Board and the Planning & Development Department is to update the current plan into a “true” comprehensive plan. In November 2010, the Council authorized Planning & Development to proceed with a competitive process to secure a qualified firm to assist with the preparation of a Comprehensive Plan for the City of Washington. In 2011 the Comprehensive Plan

Update project was awarded to Clarion and Associates in the amount \$30,000. Clarion and Associates worked through the Planning Board to receive public input for the project and establish goals and objectives for the plan. A draft copy of the Comprehensive Plan is being presented to the Council for your review and discussion. Mr. Roger Walden of Clarion and Associates is here to present the plan and answer any questions or concerns. A public hearing will be required in order to adopt/approve the Comprehensive Plan.

Roger Walden of Clarion and Associates explained the process of preparing the Comprehensive Plan as well as the structure of the plan. This 2022 Comprehensive Plan has been prepared for the City of Washington to articulate a vision for the community's future, and establish a road map for how to achieve that future. This Plan is an update of the community's last adopted Comprehensive Plan, adopted by the Washington City Council in 2006. Washington's Comprehensive Plan is a strategic document that compiles information, community dialogue, and preferred public policy choices for the City. This plan provides policy guidance on a variety of complementary community issues, including coordinating growth and infrastructure, highlighting economic development pursuits, and protecting environmental resources. The plan is organized around five key themes:

- Downtown and the Waterfront
- Economic Development;
- Community Appearance;
- Historic Preservation; and
- Tourism and Eco-tourism.

This updated Comprehensive Plan provides a policy framework, establishing the context for decision-making on projects and helping the community set priorities for action. This Plan suggests priorities for attention and action. The plan both sets forth the long-term vision, and serves as a resource for day-to-day decision-making.

This Comprehensive Plan is organized as follows:

- Section I summarizes the Comprehensive Plan and the City's vision for its future.
- Section II describes the area and existing conditions in the City.
- Section III refreshes the City's Land Use Map.
- Section IV pulls together an action plan, with suggested priorities.

Existing Conditions:

Washington is a vibrant community made up of distinctive neighborhoods and business districts. The geography of this city revolves around downtown and the waterfront, supported by a network of corridors that serve both transportation and economic needs.

A: Regional Setting

B: Current Conditions

1. Demographics
2. Housing
3. Economy
4. Community Facilities/Services
5. Natural Systems
6. Land Suitability
7. Current Land Use

C: Current Plans, Policies, Regulations

D: Key Issues and Trends

Land Use Policy Framework:

Washington's Land Use Plan translates the vision, goals, and policies into a desired future pattern of land uses. It establishes the City's vision and expectation for how land will develop and be used. A set of land use categories is defined, and every parcel of land within the City carries a Land Use Designation.

- A: Vision
- B: Guiding Principles
- C: Goals/Objectives
- D: Future Land Use Map

Action Plan:

Given Washington's vision for its future, and the description/analysis of current conditions and strategic objectives, the path to that future begins to come into focus. This Part V includes a specific Action Plan with priorities.

- A: What Needs to be Done
- B: Priority Designations
- C: Plan Monitoring and Updating

Councilman Mercer commented that the actions items and discussions are centered around the Central Business District and not the entire City. There was no discussion regarding development regulations around the 15th Street corridor, around the interchange 5th Street/Hwy 17 area. He further noted that there should be discussion in the document regarding infrastructure improvements to promote residential growth. The document is a good start, but additional areas of concern need more attention other than the Central Business District.

Mr. Walden explained that he agreed with Councilman Mercer that the focus needs to be extended beyond the waterfront/downtown/Central Business District. The economic development opportunities are city wide. There is a parallel effort going on now with the Comprehensive Transportation Plan.

CORRESPONDENCE AND SPECIAL REPORTS: MEMO – NORTHGATE SUBDIVISION

(begin) MEMO from John Rodman, Community & Cultural Services and Franz Holscher, City Attorney
Re: Northgate Subdivision Infrastructure Project I-I, CHAF-00-D-133

In 2002 and as a result of Hurricane Floyd, the City of Washington (City), in conjunction with Northgate Development, LLC (Northgate), was awarded a grant in the amount of \$1,620,000 under the Crisis Housing Assistance Program from the North Carolina Department of Crime Control and Public Safety through the North Carolina Redevelopment Center. The grant funds were used to construct water, sewer, street and drainage infrastructure improvements for vacant lots in Northgate Subdivision.

Of the 162 projected lots, the developer originally was required by the grant to convey 81 lots with homes constructed thereon to Hurricane Floyd victims. The requirements of the grant have been modified over time by the granting agency to require, among other things, conveyances to low to moderate income (LMI) households, instead of Hurricane Floyd victims, as the benchmark for grant compliance. Furthermore, the number of lots required to be sold to LMI households has been decreased by the granting agency from 81 to 32 lots. By letter dated August 8, 2012, the granting agency

confirmed that there have been 28 qualifying conveyances to LMI households, leaving 4 additional sales to LMI households being required to achieve grant compliance.

The build-out date for the Northgate project and the expiration date for the grant originally was October of 2007. The granting agency granted a first extension of that deadline to December 31, 2009. The granting agency granted a second extension of that deadline to December 31, 2010. The granting agency granted a third extension of that deadline to December 31, 2011. In December of 2011, the City Attorney's office, on behalf of the City and Northgate, requested, among other things, a fourth extension of the deadline. The State granted a fourth extension through December 31, 2012 contingent upon the City and Northgate reaching an acceptable agreement regarding compliance with the grant and a source for recapture of grant funds if the grant requirements are not met.

Initially, a \$250,000 Letter of Credit from Northgate had been established with the City as the beneficiary as a source for recapture of grant funds (measured at \$10,000/lot) to cover any lots that were not sold to LMI households up to 32 (there were 7 qualifying conveyances at that time). As part of the agreement for the second extension of the grant deadline, a replacement \$140,000 Letter of Credit was established in order to provide a source for the recapture of grant funds (there were 18 qualifying conveyances at that time). As part of the agreement for the third extension of the grant deadline, a replacement \$100,000 Letter of Credit was established in order to provide a source for the recapture of grant funds (there 22 qualifying conveyances at time). As of agreement for the fourth extension of grant deadline, a \$70,000 of Credit order a source for of On 13, accepted City's if it 31st 2013. 31st "31, 2012, for WHI's Section not guarantee it extend the build-out beyond current December 31, 2012."

Therefore, we are asking the City to authorize the City Attorney's office to request another extension of the build-out deadline contingent upon 1) all agreements between the City, Northgate, and the State remaining in effect through the term of the extension and 2) Northgate obtaining and providing the City with a replacement Letter of Credit in the minimum amount of \$40,000 with an expiration date no earlier than 3 months after the date of any new deadline established by a new extension. We are also asking City Council to reaffirm that, if an extension is not granted and if the State requires the City to recapture grant funds, the City Attorney and/or the City Manager are authorized to effectuate the City's authority under the current Letter of Credit in accordance with its terms; more specifically, to present the bank with a draft to draw down sufficient funds from the current Letter of Credit to satisfy any amount of grant funding that the State requires the City to recapture. (end memo)

Josh Kay, City Manager explained the grant expires on December 31, 2012 and the memo contemplates the idea of asking for an extension of the grant. Currently, four homes need to be constructed to fulfill the grant. Documentation for one of the homes was turned in last week and Mr. Briley is awaiting the qualifying status, if the home qualified, then only three additional homes would need to be constructed to complete the build-out of the grant. The Letter of Credit will expire on March 31, 2013.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council directed the City Manager/Attorney to contact Mr. Briley and discuss with him that Council is willing to entertain one more grant extension, subject to Mr. Briley paying the appropriate attorney fees for preparing the extension request; an extension of the Letter of Credit will be afforded if the grant extension is successful.

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:
HUMAN RELATIONS COUNCIL

Appoint Sub-Committee For Ed Peed's Commemoration -The following Board members volunteered to be on the sub-committee in honor of Edward Peed's Commemoration: Florence Lodge, Allen Hughes, Betty Moore (citizen) and Councilman Pitt. Chairman O'Pharrow distributed the photos depicting the sign that will be used to display the Ed Peed's event at Station One. Chief Rose forwarded a picture of the marker at the Estuarium for the Board to consider as a project. Chief Rose would follow-up with Kristi Roberson or a representative from the Estuarium to get a price quote on the marker. It was discussed that the head stone for Ed Peed at Beebe Park was a shared project expense between the Fire Department and the Human Relations Council. Vice-chair Cherry reviewed the Board decision last year to purchase a permanent banner for this event.

By motion of Vice-chair Cherry, seconded by Board member Hughes, the Board agreed to invest in a permanent banner to be placed over Main Street in advance of Ed Peed's day to be held annually on the 3rd Saturday in February at 11:00 am.

Discussion: Ruth's House - Board member St. Clair informed the Board that a house for Ruth's House has been purchased and expecting to opened the first of the year (2013).

Discussion: December 11th Meeting - By consensus, the Board agreed having a short meeting and Christmas dinner. Board member St. Clair offered the building at their ranch to house the event (located at 120 Hodges Road). It was recommended the women bring a covered dish and men contribute a monetary donation to cover remaining items. The menu, time, and invitations will follow via email along with the December agenda.

FYI Items Addressed At This Time - inclusive of October report submitted to City Council, financial report, copy of letter extending invitation to organization in Beaufort County and public notification. (approved as submitted)

FINANCIAL REPORTS (EMAILED AS AVAILABLE)

No concerns were expressed at this time.

APPOINTMENTS: NONE

ADOPT – RECREATIONAL SPORT PROGRAM AGREEMENT

Mr. Kay explained that on August 29, 2012 City staff, Mayor Jennings, and the City attorney met with the Adult and Youth League Representatives to discuss and receive feedback from them regarding the current Youth Sport Agreement. The feedback provided was integrated into the Youth Sport Agreement and revised to fit the needs of both youth and adult programs. Thus, we have created the Recreational Sport Program Agreement. The revisions were sent out to those who attended the meeting for their approval. The new revisions were presented to the Washington Recreation Advisory Committee during the August and September meeting. A final copy was emailed and mailed to all RAC members for their final approval. There were no objections to the changes. The mission of the City of Washington Parks and Recreation Department is to provide unlimited access and affordable recreation for all citizens and to create a Priority of Use List for all those organizations that follow the same mission.

Mayor Pro tem Roberson inquired about the Item L “lighting policy”, City Attorney Franz Holscher explained that should read “lightening policy”. Kristi Roberson, Parks and Recreation Manager reviewed the changes from the previous agreement to the current agreement. One of the changes was the inclusion of the Lightening Policy. The mission statement and fees changed. Mr. Kay noted the addition of the adult leagues to this agreement as well. Discussion was held regarding responsibility for turning the lights on/off at the Susie Gray Sports Complex and Kugler Field.

Councilman Mercer questioned Item H regarding operations of concession. It was suggested that the wording reflect that the operator of concessions has to meet with all State/Federal Health Dept. Code/Guidelines. Item L should refer to Lightening Policy not Lighting Policy. Suggestion of Exhibit B:3 add “participant” to line 3. Council members discussed potential changes for wording regarding potential suspension of a Sport Program official, coach or team mom/dad or participant in relation to a charge of a criminal offense.

Council by consensus agreed to add the word “participant” as suggested by Councilman Mercer under Exhibit B:3.

Council by consensus agreed to leave the wording as written regarding “to confirm such charge and, if confirmed, should consider whether suspension of such person from their position until such time as the charge is resolved without a conviction is warranted.”

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council adopted the Recreational Sport Program Agreement between youth and adult sports leagues and the City of Washington with the inclusion of the language change under Exhibit B:3(participant) and the addition of the Lightening and Concession Stand Policies. Motion carried 4-1 with Councilman Mercer opposing.

APPROVE/AWARD – TENTATIVELY AWARD CONTRACT FOR DRAINAGE REHABILITATION AT WARREN FIELD AND APPROVE WORK AUTHORIZATION AND APPROVE CORRESPONDING PURCHASE ORDERS (\$320,058.90)

Mr. Kay referenced a letter and bid tabulation sheet from John Massey, P.E., of Talbert and Bright, our airport engineers as well as a letter from the Division of Aviation.
(begin letter)

Dear Mayor Jennings:

On behalf of Governor Beverly Eaves Perdue, Transportation Secretary Eugene A. Conti, Jr., and the NC Board of Transportation, please be advised that state funds have been allocated under the State Aid to Airports Program for Warren Field for State Fiscal Year (FY) 2011-12.

The specific work elements and funding approved is as shown below.

Project #	Description	State Funds	Local Funds
36244.51.8.1	Airfield Drainage Repairs	\$345,000	\$38,333

The NCDOT-Division of Aviation appreciates your commitment and contribution to our state aviation system. With aviation partners like you, North Carolina will continue to be First in Flight....

Sincerely,

Richard J. Walls, P.E.

Director of Aviation (end)

It was noted we received bids from three (3) companies for this work. Tri-State Utilities was the low bidder. The bids have been reviewed by the NCDOT Division of Aviation, and have met their approval. This work will include repairs to all storm drain pipes under the primary runway, 5-23, as well as the taxiways “B” and “C”. There will also be repairs to a short section of storm drain pipe near the tie-down area and grates will be replaced on some catch basins.

In addition, we are also are looking for the approval of a purchase order for the construction phase services for this work. Talbert and Bright, our airport engineers, have submitted a proposal for a work authorization in the amount of \$29,300 for this work. As with the work above, funds from the grant noted in the December 13, 2011 letter from Richard, J. Walls, Director of Aviation for the North Carolina Department of Transportation, will be utilized for this work. The work scope and fee have been reviewed and approved by the NC Division of Aviation.

By motion of Councilman Mercer, seconded by Councilman Brooks, Council awarded the contract for drainage rehabilitation at Warren Field Airport to Tri-State Utilities, approved work authorization and approved the corresponding purchase orders subject to approval of the NC Division of Aviation.

ACCEPT/AUTHORIZE/ADOPT – ACCEPT GRANT AWARD AND AUTHORIZE CITY MANAGER TO SIGN CONTRACT GRANT AGREEMENT AND ADOPT GRANT PROJECT ORDINANCE AND BUDGET ORDINANCE AMENDMENT – LIGHTHOUSE RESTROOMS AND DOCKMASTER STATION (300,000)

Mr. Kay reviewed the history of the project noting that City Council approved submission of the grant in 2010; Received Award Letter in 2011; Received Grant Agreement in 2012. The NC Department of Environment and Natural Resources has awarded funds in the amount of \$200,000 for the Public Beach and Coastal Waterfront Access Program to help construct the Lighthouse Restrooms and Dockmaster Station located on Stewart Parkway. Additional funds have been awarded through the BIG grant.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council accepted the grant award from the NC Department of Environment and Natural Resources, adopted the grant project ordinance in the amount of \$300,000, adopted the budget ordinance amendment, and authorized the City Manager to sign the Grant Agreement.

**GRANT PROJECT ORDINANCE FOR WATERFRONT RESTROOM
GRANT AWARD
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 for the design and construction of a restroom facility on the waterfront.

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:

78-40-6124-0401	Planning & Design	\$ 40,000
78-40-6124-4500	Construction	245,000
78-40-6124-9990	Contingency	<u>15,000</u>
	Total	\$300,000

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

78-40-3460-3000	PARTF Grant Funds	\$ 50,000
78-40-3470-0000	Public Access Grant Funds	200,000
78-40-3352-0000	City Contribution- Trans. Gen. Fund	<u>50,000</u>
	Total	\$300,000

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 Public Access and PARTF 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 December, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**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 \$50,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-00-4400-6200, Transfer to Capital Projects, Miscellaneous portion of the General Fund appropriations budget be increased in the amount of \$50,000 to provide funds for the waterfront restroom grant project.

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 December, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

**DISCUSSION – ECONOMIC DEVELOPMENT ADVISORY BOARD BY-LAWS
AND APPOINTMENTS**

City Manager Josh Kay explained the Economic Development Advisory Board By-Laws have been approved by the Beaufort County Board of Commissioners. With the rewriting of the By-Laws, the Board of Commissioners will request a nominee for appointment from each of the incorporated municipalities; one Board Member from each of the incorporated municipalities in Beaufort County. Councilman Mercer suggested that a nominee be submitted to the County prior to their January meeting.

Mayor Jennings asked Councilman Mercer if he was willing to serve on that advisory board being he had been on the By-Law rewriting committee.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council approved Councilman Mercer as the nominee for the City of Washington for the Economic Development Advisory Board.

CANCELLATION – OF DECEMBER COMMITTEE OF THE WHOLE MEETING

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council cancelled the December Committee of the Whole scheduled on December 24, 2012.

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL - None

**CLOSED SESSION – UNDER § NCGS 143-318.11(A)(3) ATTORNEY CLIENT PRIVILEGE –
INCLUDING CITY OF WASHINGTON VS. ANNE & HARRY MEREDITH,
ET AL (08-CVS-105)**

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council entered into closed session at 7:12pm under NCGS 143-318.11(a)(3) Attorney/Client Privilege including City of Washington vs. Anne & Harry Meredith, et al (08-CVS-105).

By motion of Councilman Brooks, seconded by Councilman Moultrie, Council agreed to come out of closed session at 8:35 pm.

ADJOURN

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council adjourned the meeting at 8:40pm until January 14, 2013 at 5:30pm in the Council Chambers at the Municipal Building.

(Subject to the Approval of the City Council)

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

DRAFT



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 01-02-13
Subject: Authorize the Repurchase of Cemetery Lot P-59, Plots 1 - 8 in Oakdale Cemetery for \$700.00 and Adopt Budget Ordinance Amendment.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council authorize the repurchase of Lot P-59, Plots 1 - 8 in Oakdale Cemetery from Phillip and Shirley LeBlanc in the amount of \$700.00 and adopt the attached budget ordinance amendment to cover the cost.

BACKGROUND AND FINDINGS:

The purpose of this Council Action is to receive authorization to repurchase eight (8) plots in Oakdale Cemetery. The City has received a written request from Ms. Audrey Adams, who has power of attorney for Mr. LeBlanc, for the repurchase of these plots which were purchased in 1990. Ms. Adams states that the family no longer has the need for the plots.

Section 8-5(c) of the City Code states, "No cemetery lot may be sold or transferred by its owner to any other party. If the owner finds that he has no use for a lot, the city will buy it back at the same price originally paid for same; provided no interments have been made thereon." Staff has checked our records and has verified that there are currently no interments on these plots.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached request from Ms. Audrey Adams, copy of plots "deed", power of attorney document and budget ordinance amendment.

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: January 14, 2013 (if applicable)
 City Manager Review: *AL* Concur Page 20 of 12 Recommend Denial No Recommendation *1/8/13* Date

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

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

Section 1. That the Estimated Revenues in the Cemetery Fund be increased in the amount of \$700 in the account Transfer from General Fund, account number 39-90-3980-1000.

Section 2. That account number 39-90-4740-4901, Repurchase Cemetery Lots, portion of the Cemetery Fund appropriations budget be increased in the amount of \$700 to provide funds for the repurchase of cemetery lot P-59, plots 1 - 8.

Section 3. That account number 10-00-4400-3900, Transfer to Cemetery Fund, Miscellaneous portion of the General Fund appropriations budget be increased in the amount of \$700.

Section 4. That the Estimated Revenues in the General Fund be increased in the amount of \$700 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 14^h day of January, 2013.

MAYOR

ATTEST:

CITY CLERK

This Certifies that the CITY OF WASHINGTON,

NORTH CAROLINA, for and in consideration of:

No. 1312

FEE \$ 525.00

PERPETUAL CARE \$ 175.00

TOTAL \$ 700.00

has sold and conveyed to Phillip and Shirley LeBlanc

420 E. 12th St. Washington, NC 27889

the right of interment for LOT(S)

P-59

in

PLOTS 1, 2, 3, 4, 5, 6, 7, 8

in Oakdale

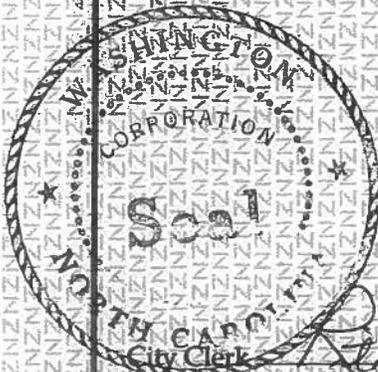
Cemetery according to the plan or map of said cemetery.

PROVIDED that this conveyance shall be subject to all the rules and regulations now existing or hereafter adopted by the said City with reference to said Cemetery.

IN WITNESS WHEREOF, The Mayor and City Clerk of said City have set their hands and affixed the corporate seal of said City hereto this the

3rd day of April 19 90

Mayor



City Clerk

Richard Thompson

Samuel ...

OAKDALE

CEDAR HILL

CITY OF WASHINGTON, NC
CEMETERY SECTION

No. 1978

Lot No: P-59 \$ 525.00

Plot No. 1 THRU 8 \$

Date MARCH 30 19 90

Perpetual Care \$ 175.00

Name Phillip + Shirley LeBLANC

Marker \$

420 EAST 12th St.

Opening Grave \$

Washington, N.C.

Late Charge \$

Cornell Whitehurst

Superintendent

TOTAL \$ 700.00

12-10-12

To whom It May Concern;

I no longer have a need for plot P-59 and would like to sell them back to the city of Washington.

Originally purchased by my father and mother, Philip C. and Shirley LeBlanc, in March of 1980. Mother passed away and was buried next to her mother in Oakdale ~~Cemetery~~ Beulah Barnes. My father has planned to be placed next to her. Stone is in place.

Father transferred plot to father-in-law Freddy C Adams + his wife Ada E. in Nov 2006. Father in law passed away Nov 1st this year and was cremated. Mother-in-law is in nursing facility in Raleigh. She also will be cremated.

Thank you for your consideration of this matter.

Sincerely

Credley M Adams
32 Mouth of the Creek Rd
Chocowinity NC 27817
252-940-9500

Posted

*Nov. 29th 2006

Mr. Ken Berry,

Sir:

I Philip C. LeBlanc
do request transfer title
lot, P-59, Oak Dale Cemetery
to:

Freddy C. Adams
and Ada C. Adams

Respectfully,

Philip C. LeBlanc

50 Alisa Drive

Sebastian, Fl. 32958

Tel-772-589-6734

Adams

LOT NO. P-59 OWNER Single Grave Section
 ST. ADDRESS Oakdale Cemetery
 CITY _____

LOT FEE _____
 PER. CARE _____
 TOTAL _____

1 S	2 S	3 S	4 S
5 S	6 S	7 S	8 S

See notes in file - Adams
 Lot Transferred to
 Freddy C. & Ada E. Adams

DEED.....
 Phillip & Shirley LeBlanc
 Plot # 1 thru 8
 11-27-2006

note - Shirley LeBlanc Buried
 Lot # C-105-1993

PREPARED BY: C. T. PARTRICK, JR., P.A., 204 N MARKET STREET, WASHINGTON, NC 27889

DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN CHAPTER 32A OF THE NORTH CAROLINA GENERAL STATUTES WHICH EXPRESSLY PERMITS THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES CONCERNED.

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, that I, PHILIP CHARLES LeBLANC, the undersigned of Beaufort County, North Carolina, hereby make, constitute and appoint my daughter, AUDREY MARIE ADAMS, my true and lawful attorney-in-fact for me and in my name, place and stead, giving unto said AUDREY MARIE ADAMS, full power to act in my name, place and stead in any way which I myself could do if I were personally present with respect to the following matters as each of them is defined in Chapter 32A of the North Carolina General Statutes to the extent that I am permitted by law to act through an agent:

- (1) Real property transactions;
- (2) Personal property transactions;

PCL

PCL

- (3) Bond, share and commodity transactions; PCL
- (4) Banking transactions; PCL
- (5) Safe deposits; PCL
- (6) Business operating transactions; PCL
- (7) Insurance transactions; PCL
- (8) Estate transactions; PCL
- (9) Personal relationships and affairs; PCL
- (10) Tax, social security and unemployment; PCL
- (11) Benefits from military service; PCL
- (12) Tax matters; PCL
- (13) Employment of agents; PCL
- (14) Gifts to charities and to individuals
other than the attorney-in-fact; PCL
- (15) Gifts to the named attorney-in-fact; PCL

hereby ratifying and affirming that which AUDREY MARIE ADAMS, shall lawfully do or cause to be done by said attorney-in-fact. If for any reason my abovenamed daughter, AUDREY MARIE ADAMS, cannot serve as my attorney-in-fact then I appoint, GLORIA JEAN TUCKER or

BARBARA ELLEN KERIVAN, either of whom may act, to serve as Substitute attorney-in-fact.

This power of attorney shall become effective immediately and this power of attorney shall not be affected by my subsequent incapacity or mental incompetence.

Dated the 17th day of December, 2010.

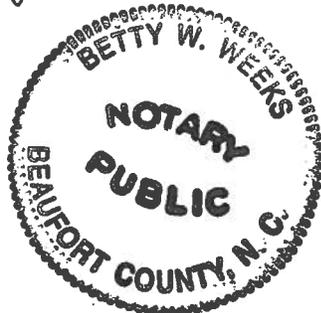
Philip Charles LeBlanc (SEAL)
PHILIP CHARLES LeBLANC

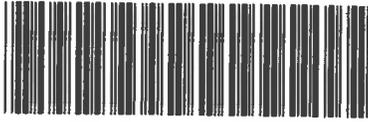
STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

On this 17th day of December, 2010, personally appeared before me, the said named PHILIP CHARLES LeBLANC, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

Betty W Weeks
NOTARY PUBLIC

My Commission Expires: 12-09-2012





INSTRUMENT # 2011004749

FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehurst
Beaufort County, NC
September 16, 2011 10:15:55 AM
Book 1762 Page 106-108
FEE: \$20.00
INSTRUMENT # 2011004749

PREPARED BY: C. T. PARTRICK, JR., P.A., 204 N MARKET STREET, WASHINGTON, NC 27889

DURABLE POWER OF ATTORNEY

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STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, that I, ADA ERCELLE BALL ADAMS, the undersigned of Beaufort County, North Carolina, hereby make, constitute and appoint my husband, FREDDY COOPER ADAMS, my true and lawful attorney-in-fact for me and in my name, place and stead, giving unto said FREDDY COOPER ADAMS, full power to act in my name, place and stead in any way which I myself could do if I were personally present with respect to the following matters as each of them is defined in Chapter 32A of the North Carolina General Statutes to the extent that I am permitted by law to act through an agent:

- (1) Real property transactions;

Handwritten signature/initials

- (2) Personal property transactions; AEB/A
- (3) Bond, share and commodity transactions; AEB/A
- (4) Banking transactions; AEB/A
- (5) Safe deposits; AEB/A
- (6) Business operating transactions; AEB/A
- (7) Insurance transactions; AEB/A
- (8) Estate transactions; AEB/A
- (9) Personal relationships and affairs; AEB/A
- (10) Tax, social security and unemployment; AEB/A
- (11) Benefits from military service; AEB/A
- (12) Tax matters; AEB/A
- (13) Employment of agents; AEB/A
- (14) Gifts to charities, and to individuals
other than the attorney-in-fact; AEB/A
- (15) Gifts to the named attorney-in-fact; AEB/A

hereby ratifying and affirming that which FREDDY COOPER ADAMS, shall lawfully do or cause to be done by said attorney-in-fact. If for any reason my abovenamed husband, FREDDY COOPER ADAMS, cannot serve as my

attorney-in-fact then I appoint my daughter-in-law, AUDREY ADAMS (widow of my son, CHARLES RAY ADAMS), to serve as Substitute attorney-in-fact.

This power of attorney shall become effective immediately and this power of attorney shall not be affected by my subsequent incapacity or mental incompetence.

Dated the 15th day of July, 2010.

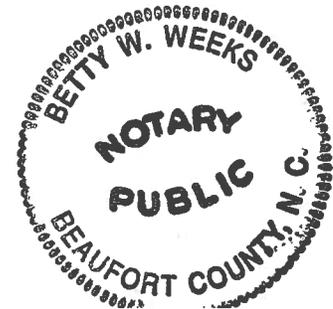
Ada Ercele Ball Adams (SEAL)
ADA ERCELLE BALL ADAMS

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

On this 15th day of July, 2010, personally appeared before me, the said named ADA ERCELLE BALL ADAMS, to me known and known to me to be the person described in and who executed the foregoing instrument and she acknowledged that she executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

Betty W Weeks
NOTARY PUBLIC

My Commission Expires: 12-09-2012



N. Partrick '12 / BH



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi H. Roberson, Parks and Recreation Manager
Date: January 14, 2013
Subject: Approve the Parks & Recreation Department to apply for the North Carolina's Adopt-A-Trail Grant Program
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council approve the Parks and Recreation Department to apply for a grant in the amount of \$10,000.00 from the North Carolina's Adopt-A-Trail Grant Program.

BACKGROUND AND FINDINGS:

The purpose of this Council Action is to approve the Parks and Recreation Department to apply for a grant in the amount of \$10,000 from the North Carolina's Adopt-A-Trail Grant Program. This grant application is to construct a canoe/kayak launch at the Havens Gardens Boat Ramp. This would be an access point for the Tar-Pamlico Blue Trail and connect two existing trails.

The application is due on January 31, 2013. The funds will be awarded in October 2013. The scope of the project is not estimated to exceed \$10,000.00. Any additional costs would be included in the 2013-2014 budget.

The Recreation Advisory Committee unanimously voted on December 4th, 2012 to proceed with the NC Adopt-A-Trail Grant Program, pending approval by City Council. The Recreation Department will be partnering with PTRF for grant application assistance, as well as involvement in the Blue Trail Project. The project is ready to build. A cost estimate has been obtained for the purchase of the safe launch and the associated labor to install it. A CAMA permit has already been obtained for this project.

This is a reimbursement grant. No matching funds are required.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Grant Application

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review:  Concur _____ Recommend Denial _____ No Recommendation 1/8/13 Date

NORTH CAROLINA'S ADOPT-A-TRAIL GRANT PROGRAM



GENERAL INFORMATION

North Carolina Division of Parks and Recreation

State Trails Program

October 2012

January 14, 2013
Page 33 of 127

QUICK FACTS ABOUT NORTH CAROLINA'S ADOPT-A-TRAIL GRANT PROGRAM

APPLICATION DEADLINE

January 31, 2013

Source of Funds:	North Carolina General Fund
Acronym:	AAT
AAT Annual Appropriation:	\$108,000 for the State
Permissible Uses:	Electronic Trail/Greenway Publications/Website Construction Trail Head Signs and/or Trail Directional Markers New Trail/Greenway Construction Trail/Greenway Renovation Trail Tools and Equipment Purchase - <\$500 per tool Trail Tools and Equipment Lease/Rental Approved Trail/Greenway Facilities Combination of the Above
Grants Available to:	Governmental Agencies Non-Profit Organizations
Maximum Grant Amount:	\$10,000
Match Requirement:	No Match Required
Grants Awarded in 2011:	25 Applications Funded Totaling \$105,787
Number of Applications Received:	47 Applications Totaling \$221,091
Application Cycle:	2013 AAT Applications – Available November 1st, 2012 2013 AAT Applications – Due January 31, 2013
Contact:	Grants Manager – Vincent Newman-Brooks Direct Line: (919) 707-9306 E-mail: Vincent.Newmanbrooks@ncdenr.gov
Contact List:	http://www.ncparks.gov/About/trails_contacts.php

STATE ENABLING LEGISLATION – ADOPT-A-TRAIL GRANT PROGRAM

The State Adopt-A-Trail Grant Program was authorized in 1987 by the North Carolina General Assembly as General Statute 113A-92.1 Adopt-A-Trail Program, with the following mandate: “The Department shall establish an Adopt-A-Trail Program to coordinate with the Trails Committee and local groups or persons on trail development and maintenance. Local involvement shall be encouraged, and interested groups are authorized to “adopt-a-trail” for such purposes as placing trail markers, trail building, trail blazing, litter control, resource protection, and any other activities related to the policies and purposes of this Article.”

PERMITTED USES OF AAT GRANT FUNDS

- New trail construction
- Repair/renovation of trails
- Website construction, electronic maps and trail information
- Trailhead or trailside facilities items included: horse tie-racks, bike racks, ORV loading ramps, canoe access points, and trail-head parking
- Trailhead Information and/or Trail Directional Marking
- Rental of trail construction and maintenance tools and equipment
- Acquisition of construction and maintenance equipment with unit value less than \$500 each
- Engineering studies and/or environmental studies, required by appropriate land managers

NON-PERMITTED USES OF AAT GRANT FUNDS

- Park Entrance Signs
- Park Facilities including: picnic shelters, picnic tables, fitness trail equipment, and birding equipment
- Condemnation of any kind of interest in property
- Feasibility Studies / Trail Planning
- Law Enforcement
- Roads
- Sidewalks

AAT GRANT PROGRAM REQUIRES NO MATCHING FUNDS OR IN-KIND SERVICES

The AAT grant program can provide up to 100% percent of all approved project costs. The AAT legislation does not require any matching funds or the donation of any in-kind services.

***Note:** If an applicant chooses to list matching funds or the donations of any in-kind services in the grant application and if the application is approved for funding, then the listed matching funds and/or*

in-kind services will become a deliverable that must be accomplished and accounted for in order to successfully complete the grant contract. Please take note.

AAT PROJECT LANDS

North Carolina will award AAT grants to projects that are:

- On lands owned in fee simple or easements that are held in perpetuity by a governmental agency provided that the public is allowed use of the trail or facilities.
- On lands owned in fee simple or easements that are held in perpetuity by a non-profit organization provided that the public is allowed use of the trail or facilities.
- On private lands that are leased or have a legal agreement with a governmental agency or non-profit organization for a minimum of 10 years.

***Note:** These are listed in priority order for evaluation and funding recommendations.*

Minimum Timeframe for Public Use

The Division of Parks and Recreation after consulting with the North Carolina Trails Committee have established the following minimum timeframe for public use:

Any trail project funded in part with AAT grant funds shall remain open to the public for a period of 10 years. Should a AAT trail project be closed prior to 10 years of public use, without sufficient reason, the State reserves the right to seek repayment of AAT funds based on a 10% per year depreciation schedule. And, the grantee's grant performance will be used when evaluating future grant applications submitted.

REIMBURSEMENT GRANT PROGRAM

The GRANTEE must finance 100% of the project costs. All eligible, incurred and documented expenditures will be refunded to the grantee, up to 90% of the total **AAT award amount**. The last 10% will be withheld until the project is complete, all records submitted, and a final site inspection has been completed. When all requirements have been met, the final 10% will be reimbursed.

***Note:** You must have a fully executed State Grant Contract before spending any project funds. Funds spent prior to the execution of a State Grant Contract are not eligible for reimbursement.*

***Note:** You must complete at least one project deliverable as noted in the State Grant Contract in order to request any reimbursement.*

ONE GRANT PER PROJECT

Only one grant will be awarded for a project and related facilities, should sufficient applications be submitted to enable total allocation of AAT funds. This will help insure statewide distribution of funding.

AAT APPLICATION REVIEW, SCORING AND APPROVAL PROCESS

Review of Application

Applicants are encouraged to submit applications early to allow time for the appropriate Regional Trails Specialist to review and insure that an applicant has provided all required documentation.

Prior to the application deadline, the Regional Trails Specialist will assist applicants, if needed, to modify or correct your application.

Anticipated Timeline *(timeline is subject to any changes due to changes in rules or regulations)*

AAT Application – Deadline, January 31, 2013

All electronic PDF applications must be submitted before 11:59 p.m. on January 31, 2013 - and a mailed CD/DVD/Flashdrive of application and ALL required documentation postmarked on or before January 31, 2013.

Applications and supporting documentation submitted previous to the deadline will be reviewed by State Trails Program staff and the North Carolina Trails Committee.

Applications received after the deadline will NOT be considered.

AAT Application Scoring – February 2013

A scoring breakdown can be found on our website http://www.ncparks.gov/About/trails_grants.php

The point values will be totaled and the applications ranked according to score from high to low. This AAT Scoring Criteria will be used to initially evaluate and rank all applications received. Other funding criteria include: regional distribution of grant awards; and consideration of funding of projects that serve all trail user types, are sustainable, ready to build and are supported by the surrounding communities.

North Carolina Trails Committee Review and Funding Recommendations – April 2013

It is a duty of the North Carolina Trails Committee to review all applications received and to make AAT grant funding recommendations to the Secretary of the Department of Environment and Natural Resources, the person authorized to award AAT grants.

The North Carolina Trails Committee will consider the following factors when making their AAT grant funding recommendations:

- The score awarded to each applicant
- Regional distribution of funds
- Projects that serve all trail user types
- Sustainability, readiness and community support

Compliance with Environmental and Historical Rules and Regulations – July 2013

Grantee applications recommended for funding will be evaluated by staff to determine if this project is in compliance with federal and state rules and regulations. Only projects found to be in compliance will be recommended for funding. This review process can take eight weeks or longer. Tentative clearance date is July 2013.

Notification of Grant Award – August 2013

Applications found in compliance with environmental and historical reviews will be forwarded to the Secretary of DENR for review and approval. Grantees whose projects are selected for funding can expect an award letter from the Secretary in August 2013.

Note: *This letter will be notification that your application has been approved for funding. A contract must be fully executed between the State and the Grantee before you are authorized to expend funds that you will want to be reimbursed as a part of this AAT Grant.*

Award of State Grant Contracts – October 2013

All applications approved for funding (pending compliance with State and Federal environmental and historical rules and regulations) will be sent to the Division of Purchase and Services who will execute the individual grant contracts for signature. Contracts must be fully executed by all parties prior to a grantee encumbering any funds they want reimbursed through the 2013 AAT. You will receive 4 paper copies of your State Grant Contract. These 4 copies are to be signed and returned to the Division of Purchase and Services for their signature. This process can take up to eight weeks to complete. Tentative date for issuance of contracts is October 2013.

Only after you have a fully executed copy of this grant contract can you begin work on your specific project for which you want reimbursement.

STATE GRANT CONTRACT START AND END DATES

The State Adopt-A-Trail Grant Contract defines the start and ending date for the project. (All contract dates listed on the above timeline are tentative; final contract dates are set when information and contracts are distributed by Division of Purchase and Services).

Note: *The state will not reimburse a grantee for any approved project costs incurred prior to the start date noted in the State Grant Contract.*

Note: *The end date for AAT State Grant Contracts will be May 1, 2014 to allow all reimbursement requests to be issued prior to the fiscal year end. The State no longer issues AAT grant contract*

deadline extensions. All grantee's must complete project deliverables by May 1, 2013 and conclude the reimbursement process by May 30, 2014.

CONSULTATION AND TECHNICAL ASSISTANCE

Your State Trails Program staff are ready to help you develop and/or review your 2013 AAT Application. A listing of staff can be found online at http://www.ncparks.gov/About/trails_contacts.php.

Please request our assistance.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: January 14, 2013
Subject: Budget Ordinance Amendment Gustnado Repairs
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a budget ordinance amendment for the airport repairs related to the Gustnado and the associated insurance proceeds.

BACKGROUND AND FINDINGS:

The insurance claim for damages sustained during the Gustnado at Warren Field on June 30 have been finalized. \$325,200 of the proceeds will be utilized for the City's match for the grants to rebuild the terminal building. The remainder of the proceeds will be appropriated for hangar and other repairs.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: AC Concur _____ Recommend Denial _____ No Recommendation
1/8/13 Date

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

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

Section 1. That the Estimated Revenues in the Airport Fund be increased in the amount of \$591,539 in the account Miscellaneous Revenue, account number 37-90-3839-0000.

Section 2. That account number 37-90-4530-5740, Gustnado Expense, Warren Field Airport portion of the Airport Fund appropriations budget be increased in the amount of \$266,339.

Section 3. That account number 37-90-4530-6600, Transfer to Grant Project, Warren Field Airport portion of the Airport Fund appropriations budget be increased in the amount of \$325,200.

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 14th day of January, 2013.

MAYOR

ATTEST:

CITY CLERK



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 01-02-13
Subject: Approve Purchase of Sewer Flusher through Piggyback of Wise County (VA) Contract.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council approve the purchase an PipeHunter Sewer Flusher from Public Works Equipment and Supply Inc. through piggyback of Wise County (VA) per G.S. 143-129(g) and approve the corresponding purchase order.

BACKGROUND AND FINDINGS:

<u>Vendor</u>	<u>Cost Per Unit</u>	<u>Delivery</u>	<u>Less Trade-In</u>
Public Works Equipment	\$55,944.00	90 days	N/A
Grand Total		\$55,944.00	

The General Assembly approved NCGS 143-129(g) as an exception which allows purchases of apparatus, supplies, materials, or equipment after having completed a public, formal bid process substantially similar to that required by this Article.

PREVIOUS LEGISLATIVE ACTION

FY 2012-2013 budget adopted 06-18-12.

FISCAL IMPACT

Currently Budgeted (Account 32-90-8200-7400) Requires Additional Appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

See attached quote from Public Works Equipment and Supply, Inc.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *AL* Concur _____ ^{January 14, 2013} ~~Recommend~~ Denial _____ No Recommendation 1/8/13 Date

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7834 Tandem Axle Trailer -3000 PSI @ 40 GPM

Quote Date: January 2, 2013
 Customer: City of Washington
 Job #:
 Salesman: Reed Davis

Due Date:
 Dealer: Public Works Equipment & Supply, Inc
 Stock #:
 PO Number/ Date:

Part Number	Description	Quantity	Price	Total
WATER TANK				
9000-0101P	700 Gallon High-Density Polyethylene	1		
9000-0103P	Single Filler Assembly	1		
3013-1257	Top Tank Strainer Basket	1		
9000-0106	25' Fill Hose w Storage Rack	1		
9000-0032P	Main Tank Water Sight Guage(1)Std	1		
WATER PUMP				
	3000 PSI @ 40 GPM Giant Water Pump	1		
9000-0034	Washdown System-43H	1		
ENGINE				
9000-0063	John Deere Diesel 80 HP Direct Drive	1		
9000-0157	Veneer Throttle 20'	1		
	Digital Gauge Package & Tachometer Low Pressure Hoigh Temp Shutdown	1		
	15 Gallon Fuel Tank	1		
9000-0045	Engine Shroud/ Belt Guard/ Fenders - Aluminum	1		
9000-0027	Silent Pak (Residential Muffler)	1		
7834-HRA				
Dual Jet Hose Reel				
	600' x 1/2" & 600 x 3/4" Jet Hose Reel	1		
Articulating Reel Option				
9000-0316	Articulating Reel Option Hydraulic Powered Worm Gear	1		
Hose Reel Accessories				
9000-0006	Manual Footage Counter	1		
9000-0038	Standard Level Wind 3/4"	1		
HOSE OPTIONS (per foot) Minimum 400 foot jet hose with 10 foot leader- 400, 600,800 increments				
3009-4522	Leader hose 3/4"-per foot	10		
4625-12-XXX	3/4" Jet Hose per foot	500		
3009-4537P	1/2" Leader hose-per foot	10		
4640-08-XXX	1/2" Jet Hose per foot	500		
3007-7000	Tiger Tail(1)Std	2		
NOZZLE OPTIONS- Std. Hose Reel Nozzles				
7600-0083	Nozzle Rack(1) 3/4"	1		
3007-4153403000	15 Degree Nozzle(1) 3/4"	1		
3007-4152-40300	30 Degree Nozzle(1) 3/4"	1		
3007-9100	Nozzle Skid Assy 6"(1) 3/4"	1		
ELECTRICAL OPTIONS				
9000-0022	Light - Strobe Light w/Limb Guard	1		
9000-0030P	Light - Low Water Warning Lite	1		
9000-0023	Light - Panel Light	1		
TOOL BOX OPTIONS (Aluminum Diamond Treadplate Construction)				
7600-0661	Locking, (Drawbar) - Aluminum 52" x 26" x 15.5"	1		
ACCESSORIES				
	Fuel Guage - Panel Mounted	1		
9000-0048	Safety Lanyard(1)Std	1		
7600-0278	Traffic Cone Rack - Front Deck Mount	1		
MANUALS				
3023-0002	PipeHunter Operator's Manual(1)Std CD	1		
26-OMRG33324	Engine Operator's Manual(1)Std CD	1		
FRAME & AXLE				
9000-0025	Dual #6000 Axles	1		

Paint Color: [] Coal Black-4500-0039, [XX] Linen White-4500-0038, [] Pepsi Blue-4500-0045, [] Victory Red-4500-0077P, [] Wheatland Yellow-4500-0055, [] Crocodile Green-4500-0043, [] Omaha Orange-4500-0089, [] Battleship Gray-4500-0064

Quoted By: _____

Total: \$55,944.00

QUOTE INCLUDES FREIGHT, LOCAL DELIVERY AND TRAINING BUT DOES NOT INCLUDE SALES TAX

Signature: _____

Date: _____

January 14, 2013
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CITY OF WASHINGTON

COMMUNITY DEVELOPMENT BLOCK GRANT- Economic Development & Building Reuse

Federal funds are made available annually through the U.S. Department of Housing and Urban Development (HUD) to the State of North Carolina for the Small Cities Community Development Block Grant (CDBG) program.

Application for economic development (ED) assistance may be made by eligible local governments to the N.C. Department of Commerce, Commerce Finance Center throughout the year.

ED grant awards are limited to a maximum of \$1 million to a unit of local government during a program funding year. The maximum for all CDBG programs is \$1.25 million per funding year.

CDBG funds are granted to local governments for various types of infrastructure improvements to assist for profit businesses create or retain jobs.

Economic Development funds in North Carolina are intended to benefit low to moderate income persons through job creation or retention. Program priorities are placed on permanent, full time jobs, at least 60% of which are made available to persons with prior low to moderate family income status.

Economic Development category projects may involve:

- 1. Building Reuse**
- 2. Assistance for public facilities such as water and wastewater**
- 3. Loans for publicly owned industrial shell buildings**



To: Mayor & City Council Members

From: Lynn W. Lewis, Tourism Development Authority

Date: January 3, 2013

Re: Civil War Event in Washington

March marks the 150th anniversary of the Siege of Washington. A small committee has formed to determine the feasibility of hosting an event to commemorate the date. The committee consists of Bill Zachman, Ray Midgett, Terry Rollins, and me. We will be calling on additional volunteers for the committee in the near future. The Parks and Recreation Department has also been engaged in the early stages of this planning.

It was determined, after meeting with Josh Kay, that we should pursue the opportunity to have a living history event the weekend of April 12-14. At the present time, various re-enactor groups from eastern North Carolina have expressed an interest in participating and have encouraged us to move forward with our plans.

While the specifics are still being nailed down we do know that the event will likely be held at Veteran's Park. Besides the re-enactors, plans also include a guided walking tour and lectures. The Phoenix Historical Society plans to participate to share the story of Big Bob and the arming of refugees from enslavement.

At the present time, we do not have any specific requests of City Council. This memo just serves to communicate our intentions with you. As additional details are confirmed, we will communicate those with you. If you have any questions at this time, please contact me.



City of Washington
MEMORANDUM

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: January 14, 2013
Subject: Refinance USDA Loan

The USDA loan for Fire Station 2 has a principal balance of \$2,656,120 with twenty six years of \$171,934 in annual payments outstanding at an interest rate of 4.3%. If we use fund balance to pay down \$581,120 and refinance the remaining \$2,075,000 for fifteen years our interest rate will drop to approximately 2.79% and the annual payment will remain the same. This will allow the debt to be paid off eleven years early and will save \$1,302,591 net of the \$581,120 pay down. \$171,934 is currently reserved in fund balance for the annual USDA payment and will no longer be required with the refinancing so the effective impact on available fund balance is \$409,186. The refinancing of the debt requires approval of the LGC. Please advise if Council is interested in pursuing this opportunity.



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27889

Phone: 252.975.1280

Fax: 252.974.6461



Human Relations Council (HRC) Report for the month of December Monday January 14, 2013 City Council Meeting

MISSION STATEMENT

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

Appoint – Sub-committee for Ed Peed Commemoration – the following is an updated list of Board members that volunteered to serve on the sub-committee in honor of Edward Peed's Commemoration:

Florence Lodge
Emma Howard
Allen Hughes
Keisha Jennette
Betty Moore (citizen)
Councilman Pitt

Discussion – Asheville-Buncombe Community Relations Council (ABCRC) – This item will be addressed more fully during the January 8, 2013 meeting. The members will decide if they wish to support this organization, if so, what dollar amount will be contributed.

FYI – items addressed at this time – inclusive of December report to be submitted to City Council on January 14, 2013, financial report and public notification.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Robbie Rose, Fire Chief
Date: January 3, 2013
Subject: Fireman's Relief Fund Appointments
Applicant Presentation: N/A
Staff Presentation:

RECOMMENDATION:

I move that the City Council reappoint William M. Alligood Jr. as the Fire Department designated appointee, and reappoint Richard Brooks as the City Council designated appointee to the Local Fireman's Relief Fund Board for a new term of two years to expire in January 2015.

BACKGROUND AND FINDINGS:

The purpose of this agenda item is to consider reappointment of William M. Alligood Jr. (Fire Department Appointee) and reappointment of Richard Brooks (City Council Appointee) by the City Council to the Local Fireman's Relief Fund Board. Both of these current appointments expire January 2013.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review:  Concur _____ Recommend Denial _____ No Recommendation 1/8/13 Date



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Community and Cultural Services
Date: January 4, 2013
Subject: Award contract for the clearing of five lots at Keys landing Subdivision
Applicant Presentation: N/A
Staff Presentation: John Rodman

RECOMMENDATION:

I move that the City Council award the contract for the completion of the lot clearing for the five (5) lots in Keys Landing Subdivision to _____ in the amount not to exceed twenty thousand (\$20,000) dollars.

BACKGROUND AND FINDINGS:

Keys Landing Subdivision is a Community Development Block Project jointly through the City of Washington and Metropolitan Housing. The initial expenses related to Keys landing included the entire 13 lot subdivision. After the bids for the project came in over bid the project was decided to be constructed in two phases. Phase I would include 5 lots. In order to have a balanced budget additional expense were removed from the budget list. One of the items removed included the clearing of each lot in order to construct single family homes. We are asking that a contract be approved for the clearing of these lots so that construction on the houses may begin.

PREVIOUS LEGISLATIVE ACTION

November 5, 2012 – Budget Ordinance Approved
November - Bid proposals received

FISCAL IMPACT

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

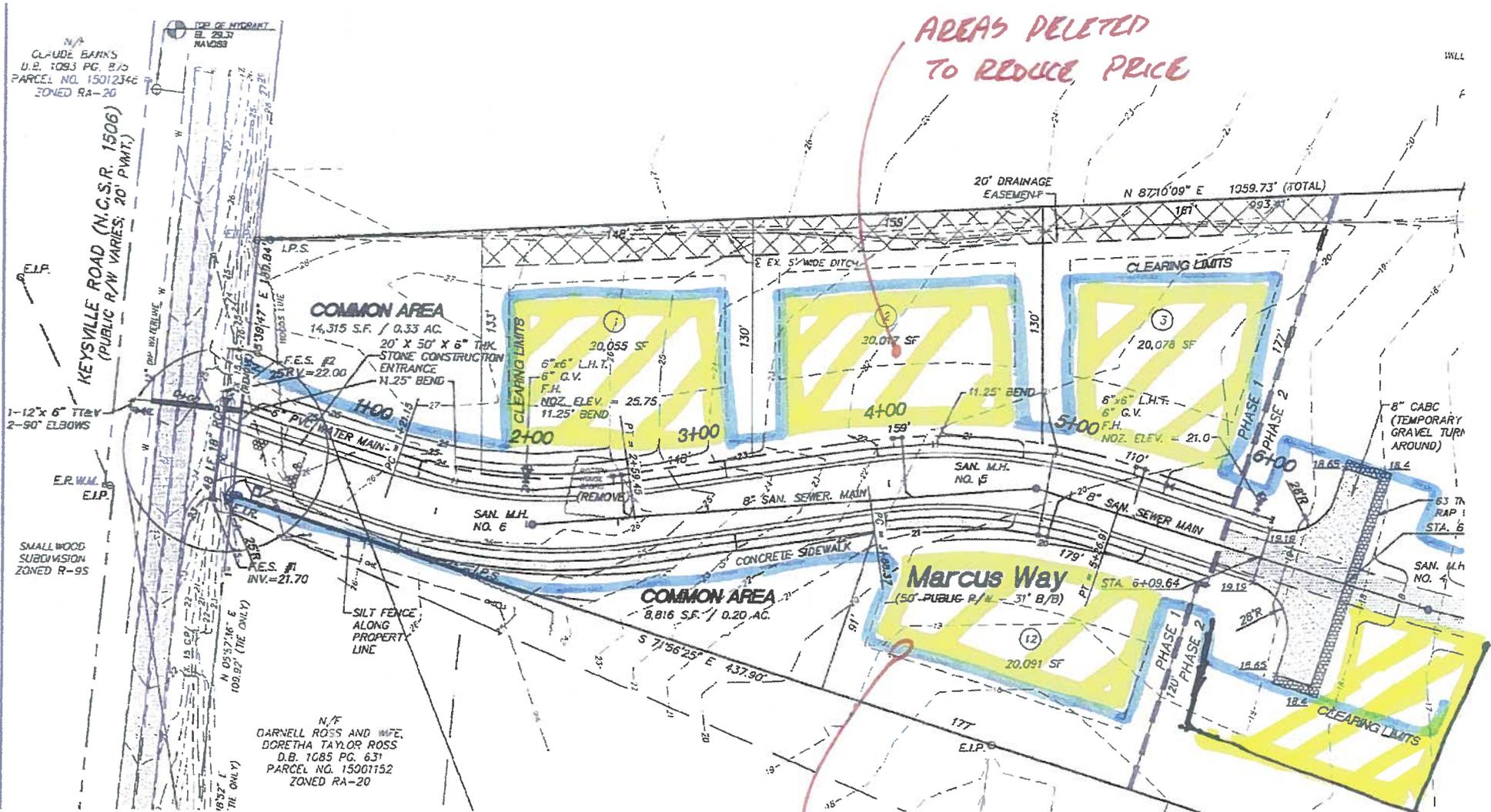
SUPPORTING DOCUMENTS

Phase 1 Lots

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review:  Concur _____ Recommend Denial
 _____ No Recommendation 1/8/13 Date
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Bid Proposals:

	<u>Amount</u>	<u>Anticipated Start Date</u>	<u>Days to Complete</u>
Rick Stevens Builders	\$20,000	Jan. 15	5-7 days
Matt's Mowing Service	\$20,000	?	?
St. Clair Trucking	\$20,000	Jan. 15	10-14 days





City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Joshua L. Kay, City Manager
Date: January 4, 2013
Subject: Approve the Sublease of Goess Hangar
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that Council approve the sublease of the Goess Hangar to John Hayes with all conditions and terms of the lease continuing into the sublease.

BACKGROUND AND FINDINGS:

Craig Goess has requested the approval to sublease his hangar to Mr. John Hayes. The sublease will include all prohibitions currently within his lease and will not extend the term of the lease by and between the City and Mr. Goess.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

_____ in General Fund Revenue _____ Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Sublease of Hangar

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review:  Concur _____ Recommend Denial _____ No Recommendation
 1/8/13 Date

**NORTH CAROLINA
BEAUFORT COUNTY**

HANGAR GROUND SITE SUBLEASE AGREEMENT

THIS HANGAR GROUND SITE SUBLEASE AGREEMENT (“Sublease”), is made, entered into and executed in triplicate originals as of the ____ day of _____, 20__, by and between **CRAIG GOESS**, whose address is 3615 South Memorial Drive, Greenville, North Carolina, (“Sublessor”); **CAROLINA CROP CARE, LLC**, whose address is Post Office Box 841, Washington, North Carolina 27889, (“Sublessee”); and **THE CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes, (“Owner”).

WITNESSETH

WHEREAS, by a Hangar Ground Site Lease Agreement dated October 1, 2009 (“Master Lease”), Owner leased to Sublessor certain property located at Warren Field Airport, Washington, North Carolina (“Airport”) for a term of twenty-five (25) years commencing on October 1, 2009 and continuing through and including September 30, 2034; a copy of which Master Lease is attached hereto as “Exhibit A” and incorporated herein by reference as if fully set forth.

WHEREAS, Sublessor desires to sublease to Sublessee the exact same property as Sublessor leased from Owner in the aforesaid Master Lease upon all of the exact same terms and conditions set forth in said Master Lease, except to the extent that said terms and conditions are amended, revised, or replaced by the terms and conditions of this Sublease.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein as well as the valuable consideration paid and to be paid, Sublessor does hereby demise and lease unto Sublessee, and Sublessee does hereby accept from Sublessor, that certain tract or parcel of land (“Hangar Ground Site”) more particularly described in said Master Lease.

TO HAVE AND TO HOLD said land and premises together with all privileges and appurtenances thereto belonging to it, Sublessee, upon the following terms and conditions.

**SECTION ONE
Demised Premises**

Sublessor subleases to Sublessee the exact same property as set forth in the aforesaid Master Lease.

**SECTION TWO
Term**

This Sublease shall be for the exact same term as set forth in the aforesaid Master Lease.

SECTION THREE

Rent

This Sublease shall be for the exact same rent as set forth in the aforesaid Master Lease and shall be adjusted as more specifically provided for in the Master Lease.

SECTION FOUR

Incorporation of Master Lease

All of the terms, provisions, covenants, and conditions contained in the Master Lease are made a part of this Sublease, except to the extent that the same are amended, revised, or replaced by the terms, provisions, covenants, and conditions of this Sublease, and the rights and obligations contained in this Sublease are, during the term of this Sublease, imposed on the respective parties, with Sublessor being substituted for Lessor in the Master Lease and Sublessee being substituted for Lessee in the Master Lease. Sublessee recognizes that Sublessor is not in a position to render any of the services or to perform any of the obligations required of Sublessor by the terms of this Sublease. Therefore, notwithstanding anything herein to the contrary, Sublessee agrees that performance by Sublessor of all of Sublessor's obligations under this Sublease is conditional on the due performance by Owner of Owner's corresponding obligations under the Master Lease. Sublessor warrants that Sublessor will promptly pay all rent and other charges due Owner.

Except for an obligation that is amended, revised, or replaced by an obligation in this Sublease, Sublessee hereby expressly acknowledges that, by virtue of this Sublease, Sublessee assumes each and every obligation of Sublessor to Owner under the Master Lease, including but not limited to all indemnifications, duties to defend, releases, and all other hold harmless provisions contained in the Master Lease. Sublessee and Sublessor hereby expressly acknowledge that, by virtue of this Sublease, Sublessee and Sublessor are and remain jointly and severally liable to Owner for performance, including default, of the terms and conditions of the Master Lease as the same may be amended, revised, or replaced by the terms and conditions of this Sublease.

SECTION FIVE

Use of Hangar Ground Site

Sublessee covenants and agrees to use the demised premises in accordance with the terms and conditions of the Master Lease and further covenants not to do any act which will result in a violation of the terms of the Master Lease. Without limiting the terms and conditions pertaining to the use of the Hangar Ground Site contained in Section Two of the Master Lease, Sublessee expressly acknowledges that Sublessee shall not utilize the hangar or Hangar Ground Site for or in conjunction with any aeronautical service, business, or other operation. Sublessee further expressly acknowledges that Sublessee would be required to enter and have a fixed base operation agreement by and between Sublessee and Owner before Sublessee would be authorized to conduct any aeronautical service, business, or other operation at the Airport.

SECTION SIX
Assignment and Subletting

Sublessee covenants and agrees that it will abide by, fulfill, and not violate the provisions, conditions, and obligations set forth in Section Seventeen, Assignment and Subletting, of the Master Lease. In addition to and without limiting the foregoing, Sublessee expressly acknowledges that Sublessee shall not at any time sell the hangar or sublease, assign, or in manner surrender personal control of any part of the property or rights herein subleased without the written consent of Owner, which consent may be withheld in Owner's sole discretion.

SECTION SEVEN
Insurance

Sublessee agrees to procure and maintain in force the types as well as amounts of insurance required in the Master Lease in the manner required by the Master Lease.

SECTION EIGHT
Termination and Default

Without limiting the terms and conditions contained in Section Fourteen of the Master Lease, the parties hereto expressly acknowledge that the use and definition of the term "vacant" in subsection C.(1) of said Section Fourteen shall include "unoccupied by an aircraft". The parties also expressly acknowledge that, during the term hereof, Sublessee shall at all times have at least one aircraft listed on the tax rolls of Beaufort County, North Carolina that is intended to occupy the hangar. Further, should Sublessee fail to perform the aforesaid obligation, Owner, at Owner's option and without any other notice, demand, or legal proceeding, may declare this Sublease void, terminate this Sublease, require Sublessee to vacate, enter the Hangar Ground Site, and eject Sublessee therefrom or may pursue any other lawful right or remedy.

SECTION NINE
Miscellaneous

This Sublease and the attached exhibits:

- A) Contain and constitute the sole, entire agreement between the parties hereto with respect to the indicated subject matter and
- B) May not be altered, modified, or changed in any manner, or rescinded, except by a written agreement executed by Sublessor, Sublessee, and Owner.

SECTION TEN
Owner's Purpose for Execution

The parties hereto expressly acknowledge that Owner joins in the execution of this Sublease for the purposes of 1) acknowledging Owner's written consent to this Sublease and 2)

establishing privity of contract with Sublessee in order for Owner to have the legal right, in its discretion, to enforce the terms of the Master Lease against Sublessor and/or Sublessee.

IN WITNESS WHEREOF, each party to this Sublease caused it to be executed by their duly authorized officers and/or agents as of the date referenced hereinabove.

PRE-AUDIT CERTIFICATE

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

THE CITY OF WASHINGTON

By: _____(SEAL)
Matt Rauschenbach,
Chief Financial Officer

SUBLESSOR:
CRAIG GOESS

By: _____(SEAL)
Craig Goess

SUBLESSEE:
CAROLINA CROP CARE, LLC

By: _____(SEAL)
John Davis Hayes, Jr., Member

OWNER:
THE CITY OF WASHINGTON

(CORPORATE SEAL)

ATTEST:

By: _____(SEAL)
Joshua L. Kay, City Manager

_____(SEAL)
Cynthia S. Bennett, City Clerk

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

I, _____, a Notary Public in and for the county and state aforesaid, do hereby certify that CRAIG GOESS, Sublessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the ___ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

I, _____, a Notary Public in and for the county and state aforesaid, do hereby certify that JOHN DAVIS HAYES, JR., Member of CAROLINA CROPCARE, LLC, Sublessee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the ___ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

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

Witness my hand and notarial seal, this the ___ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

Master Lease

NORTH CAROLINA
BEAUFORT COUNTY

HANGAR GROUND SITE LEASE AGREEMENT

THIS HANGAR GROUND SITE LEASE AGREEMENT ("Lease"), made, entered into and executed in duplicate originals as of the 1st day of October, 2009, by and between THE CITY OF WASHINGTON, a body politic and corporate under Chapter 160A of the North Carolina General Statutes, ("LESSOR") and CRAIG GOESS, having an address of 3615 South Memorial Drive, Greenville, North Carolina, ("LESSEE").

WITNESSETH:

That pursuant to Chapter 63 of the General Statutes of North Carolina, including but not limited to North Carolina General Statute § 63-53 and other relevant statutory authority, and for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein as well as the valuable consideration paid and to be paid, LESSOR does hereby demise and lease unto LESSEE, and LESSEE does hereby accept from LESSOR, that certain tract or parcel of land ("hangar ground site") lying and being at Warren Field Airport ("Airport") in Washington Township, Beaufort County, North Carolina, more particularly described as follows:

MEASURING 80 feet by 60 feet, containing 4,800 square feet and being the footprint of the hangar LESSEE currently occupies (formerly occupied by Public Relations Transportation, L.L.C.) and specifically exclusive of all adjacent and nearby taxiways, access ramps, aprons, parking areas or other paved surfaces or grounds, and more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said land and premises together with all privileges and appurtenances thereto belonging to it, LESSEE, upon the following terms and conditions:

SECTION ONE Use of Airport

Subject to the express conditions contained in Section 7, Part B hereof, LESSOR grants LESSEE the non-exclusive use, in common with others similarly authorized, of the Airport, together with all adequate space and facilities consisting of sufficient ground area to permit the efficient taxiing, servicing, taking off; equipment; improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, floodlights, landing lights, beacons, control tower, signals, radio aids, and any and all other conveniences for flying, landing, and takeoff.

LESSOR grants LESSEE the non-exclusive right, in common with others similarly authorized, to load and unload persons and property as is customary in said airport so long as the normal routine of Airport operations is not interfered with or made burdensome and to install, maintain, and operate radio communications, meteorological and aerial navigations and such other equipment and facilities, in, on or about the premises herein leased, as may be necessary and convenient for LESSEE'S operation so long as all applicable city, county and governmental regulations are complied with.

LESSOR grants LESSEE, its employees, customers, passengers, guests, and other licensees or invitees, the non-exclusive use, in common with others similarly authorized, of all public space in the terminal building of the Airport as well as all additional public space that may hereafter be made available therein and any additions thereto, including, but not limited to, the lobby, passenger lounges, waiting rooms, hallways, rest rooms, rooms for flight personnel and other public and passenger conveniences.

Notwithstanding anything herein to the contrary, the parties hereto recognize and understand that LESSEE shall have the exclusive right to park his plane on the apron in front of his hangar.

SECTION TWO

Acceptance, Maintenance and Use of Hangar Ground Site

LESSEE agrees to accept the hangar ground site in the physical condition in which the same now is. LESSEE further agrees to maintain the same and the grounds immediately adjacent thereto in at least a like condition during the term of this Lease, normal wear and tear excepted. LESSEE further agrees to maintain the hangar ground site and the grounds immediately adjacent thereto in a clean, neat and orderly manner so as to promote the use of the Airport, and further agrees to abide by such reasonable requests as may be made by LESSOR for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of non-aviation equipment or discarded junk or discharge of hazardous or regulated chemicals onto the airport. LESSEE further agrees to surrender the hangar ground site back to LESSOR in as good a condition as the same now is, ordinary wear and tear excepted, upon termination of this Lease. The parties expressly understand that LESSOR may develop the grounds immediately adjacent to the hangar ground site; in which case, the maintenance obligation described herein shall decrease as directed by LESSOR. As used herein "grounds immediately adjacent" shall mean the areas between the hangar and the middle of the ditch located generally to the north, the taxiway located generally to the west, the middle of the ditch located generally to the south, and the fence located generally to the east.

The hangar ground site is to be used only for aircraft related operations and limited to the storage of private aircraft owned or leased by LESSEE as well as for the repair and maintenance of LESSEE'S private aircraft or aeronautical equipment only. Only licensed and airworthy private aircraft owned or leased by LESSEE may occupy the hangar located on the hangar ground site (spare aircraft parts excepted). No other use of the hangar ground site will be permitted. Specifically, LESSEE shall not offer or permit any commercial sale, repair service or

other services, including the rebuilding, restoring, or maintaining of a succession of aircraft, to be offered to, rendered in, on or from any hangar or hangar ground site. Aircraft to be hangared at the hangar ground site may be inspected by a representative of LESSOR prior to signing this Lease and during the Lease period. Should an aircraft become unairworthy during the Lease period, a determination by LESSOR may terminate this Lease.

SECTION THREE
Parking Space

LESSOR grants LESSEE, its employees, customers, passengers, suppliers, and other licensees or invitees, without charge, adequate vehicular parking space located as near as practicable to the hangar ground site. LESSOR shall designate the area to be used, which area shall be maintained and kept in good order and condition by LESSOR.

SECTION FOUR
Right of Ingress and Egress

LESSEE shall have at all times the full and free right of ingress to and egress from the hangar ground site and facilities referred to in this Lease for LESSEE, its employees, customers, passengers, guests, and other licensees or invitees. Such rights also extend to persons or organizations supplying materials or furnishing services to LESSEE, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

SECTION FIVE
Term

The term of this Lease shall be for twenty-five (25) years, beginning on the 1st day of October, 2009, and ending on the 30th day of September, 2034, unless sooner terminated as provided for herein.

SECTION SIX
Rental

LESSEE agrees to pay LESSOR for the use of the premises, facilities, rights, services, and privileges granted in this Lease the sum of seventy-two cents (\$0.72) per square foot of hangar space for 4,800 square feet per year (\$3,456.00 annually), due and payable each year in one lump sum, beginning on or before October 1, 2010 (LESSOR expressly waives any rent for the October 1, 2009 – September 30, 2010 year as an incentive for the occupancy of the hangar located on the hangar ground site by a jet aircraft), and on or before the same date each and every year thereafter until the termination of this Lease. The annual rental amount due hereunder (initially \$0.72 per square foot of hangar space per year) shall be reestablished following every fifth year to reflect the average adjustment in the Consumer Price Index (CPI All Urban Consumers, South – Size Class D, All items) over the previous five year period. The readjusted annual amount due hereunder shall be applicable for the next five years until the next readjustment consistent herewith. The rental amount shall also be adjusted to reflect any change in the square footage of the hangar space during the period of this Lease. Any change in the

rental amount attributable to a change in square footage shall be applicable beginning with the first, full year following such change in square footage and in each succeeding year thereafter. As used herein, square footage will be based upon the footprint of the hangar.

No charges, fees, or tolls other than those expressly provided for in this Lease, including Section 7, Part B and Section 8 hereof, shall be charged or collected by LESSOR from LESSEE or any other persons for the privilege of entering or leaving the Airport or, within the limits of the Airport, for the privilege of transporting, loading, unloading, or handling persons, cargo, property, or mail in connection with LESSEE's use of the leased premises.

SECTION SEVEN
Rights, Privileges, Obligations, and Responsibilities

A. In its use of the Airport and related facilities, LESSEE is granted the following specific rights and privileges:

(1) LESSEE has the right to add and remove any additional capital improvements on the hangar ground site under the exclusive control of LESSEE, including the right to install, maintain, and remove additional adequate storage facilities and appurtenances for the purpose of carrying out any of the activities provided for herein, subject to advance approval from LESSOR as well as any other conditions herein generally or particularly set forth. All improvements so added by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR. Any improvements that involve alterations to any premises under the non-exclusive control of LESSEE shall be subject to approval in advance by LESSOR and all improvements so added by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR.

B. In its use of the Airport and related facilities, LESSEE accepts the following obligations and responsibilities:

(1) The use and occupancy of the hangar ground site and use and maintenance of the grounds immediately adjacent thereto by LESSEE shall be without cost or expense to LESSOR. It is understood and agreed that LESSOR is not obligated to furnish any utility services such as light, water, sewer and gas to LESSEE during the period of occupancy. If LESSOR operates or maintains utility services to the hangar ground site, it will continue to furnish such utility services at the request of LESSEE provided that LESSEE shall assume and pay for necessary meters for measuring said service and the charges for providing such service. LESSEE shall save LESSOR harmless of and from any and all costs or charges for utility services furnished to or required by LESSEE during the term hereof and shall provide, at its own cost or expense, such services as may be necessary or required in the operation and maintenance of the hangar ground site to any and all storm and sanitary sewers, water, and utility outlets at its own expense and shall pay for any and all service charges incurred or used on the hangar ground site.

(2) LESSEE shall maintain and be responsible for all repairs to the hangar located on the hangar ground site. LESSEE agrees, at its own expense, to cause the hangar ground site and the buildings, improvements, and appurtenances thereto including grounds immediately adjacent

thereto, to be maintained in a presentable condition and equal in appearance and character to other similar improvements on said Airport. All tools, machines, parts and maintenance equipment shall be stored in the hangar.

(3) LESSEE agrees, at its own expense, to cause all waste, garbage and rubbish to be removed from the hangar ground site and agrees not to deposit the same on any of the Airport premises, except LESSEE may temporarily deposit the same on the hangar ground site in an approved container or enclosure in connection with their collection or removal.

(4) LESSEE will not suffer or permit to be maintained upon the outside of any improvements located on the leased premises any billboards or advertising signs unless previously approved in writing by LESSOR. A normal company identification sign will be permissible on the hangar ground site.

(5) LESSEE will make no unlawful, improper or offensive use of the premises.

(6) Any and all improvements to, use of, or activities upon the hangar ground site shall conform to and be consistent with the then current Airport plan as well as the minimum standards, rules and regulations adopted for the Airport by LESSOR, as amended.

(7) LESSEE, in its use, improvement, or operation of the premises and facilities of the Airport including hangar ground site, shall not, on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.

SECTION EIGHT Taxes and Assessments

LESSEE shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the hangar ground site or any improvements or other property situated thereon, it being the mutual intention of the parties that LESSOR shall not be required to pay any taxes on either real or personal property by reason of permitting LESSEE to use said real property as herein described. LESSEE also agrees to indemnify LESSOR against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

LESSEE must verify, if requested, that the hangared aircraft, including any spare parts, is listed on the tax roles of Beaufort County, North Carolina, for the current year.

SECTION NINE Maintenance and Utilities

Except as otherwise specified herein, during the term of this Lease, LESSOR shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive

control of the individual lessces, including, but not limited to the terminal building; vehicle parking areas and all roadways, runways, aprons and taxiways. Subject to the conditions expressly set forth in Section 7 Part B hereof, LESSOR shall also maintain and operate all sewage and water facilities, electrical and electronic facilities and such other appurtenances and services as are now or hereafter connected with the operation of the Airport.

SECTION TEN
Rules and Regulations

LESSEE agrees to comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the leased premises or any part thereof, or any of the adjoining property, or any use or condition of the premises or any part thereof. Further, LESSEE shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including, but not limited to, such rules and regulations regulating hazardous or similar substances or conditions, their storage and disposal.

LESSEE agrees to observe and obey the rules and regulations with respect to the use of the Airport premises, including hangar ground site; provided, however, that such rules and regulations shall be consistent with all rules, regulations, and orders of the Federal Aviation Administration; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Lease or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to LESSEE's use of the Airport premises, including hangar ground site. LESSEE further agrees to indemnify and hold LESSOR harmless for any and all damage of any kind arising from LESSEE's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by LESSEE, its employees, customers, passengers, guests, and other licensees or invitees.

LESSEE agrees to abide by and cooperate with LESSOR in the enforcement and implementation of applicable Airport security regulations, safety plan standards, and measures as may be adopted by LESSOR.

SECTION ELEVEN
Subordination

This Lease shall be subject to and subordinate to the provisions of any existing or future agreement between LESSOR and the United States, the State of North Carolina or any agencies thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development or operation of the Airport or as a condition precedent to the acquisition of the Airport facilities by the LESSOR. It is specifically understood by LESSEE that this Lease is subject to the recapture clause and other conditions of a grant agreement by the Navy

Department or Civil Aeronautics Administration, respectively. LESSOR shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of LESSEE in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of LESSOR or the United States pursuant thereto.

SECTION TWELVE Indemnification

LESSOR shall stand indemnified by LESSEE as hereinafter provided. It is expressly understood and agreed by and between the parties hereto that LESSEE herein is and shall be deemed to be an independent contractor, responsible to all parties for its respective acts or omissions and LESSOR shall in no way be responsible therefor. It is further agreed that in the use of the Airport; the maintenance, erection, or construction of any improvements thereon and the exercise or enjoyment of the privileges herein granted, LESSEE agrees to indemnify and save harmless the LESSOR from any negligence of LESSEE.

LESSEE agrees to indemnify LESSOR against any and all liability for injuries to persons or damage to property caused by LESSEE's negligent use or occupancy of the leased premises; provided, however, that LESSEE shall not be liable for any injury, damage, or loss occasioned by the negligence of LESSOR or its agents or employees; and provided further that LESSOR shall give to LESSEE prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect LESSEE, and LESSEE shall have the right to compromise and defend the suit to the extent of its own interest.

SECTION THIRTEEN Insurance

LESSEE shall procure and maintain in force necessary liability insurance coverage for the leased premises and LESSEE'S activities thereon in the minimum amount of \$1,000,000.00 for personal injury, death and property damage, including any environmental damage as well as any damages related to or arising from any hazardous material or product, resulting from each occurrence to indemnify and hold harmless LESSOR from any and all liability of claims for loss, damage, or injury to persons or property caused or occasioned by the use of the leased premises by LESSEE during the term of this Lease. All insurance shall be carried by a responsible company licensed to do business in the State of North Carolina and shall be in a form satisfactory to LESSOR. LESSOR shall be furnished any and all copies of all insurance policies obtained by LESSEE in compliance with this requirement on or before LESSEE begins occupancy. LESSEE agrees to maintain sufficient coverage on a current status and that all such insurance policies obtained by LESSEE in compliance with this requirement name LESSOR as insured and provide a thirty (30) day written notice to LESSOR of termination, material change in the terms thereof or non-renewal of such policies.

The minimum amount of insurance due hereunder (initially \$1,000,000.00) shall be reestablished following every fifth year through good faith negotiations regarding the same. Said readjustment(s) shall be applicable for the next five (5) years until the next readjustment

consistent herewith. Notwithstanding the foregoing, the minimum amount of insurance due hereunder shall not be less than \$1,000,000.00 at any time during the period of this Lease.

SECTION FOURTEEN
Termination and Default

A. This Lease shall terminate at the end of its original term, unless sooner terminated as provided for herein. No holding over by LESSEE after the expiration or earlier termination of this Lease shall operate to extend or renew this Lease for any further term whatsoever; but LESSEE will, by any such holding over, become the tenant at will of LESSOR. After any written notice by LESSOR to vacate the hangar ground site, continued occupancy thereof by LESSEE shall constitute LESSOR a trespasser.

B. This Lease shall be subject to termination by LESSEE in the event of any one or more of the following events:

(1) The abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft.

(2) The default by LESSOR in the performance of any of the terms, covenants, or conditions of this Lease and the failure of LESSOR to remedy, or to undertake to remedy, such default for a period of thirty (30) days after receipt of notice from LESSEE to remedy the same.

(3) Damage to or destruction of all or a material part of the premises or Airport facilities necessary for the Lessee's use of the hangar ground site.

(4) The lawful assumption by the United States, the State of North Carolina or any authorized agencies thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially LESSEE from using the hangar ground site for a period in excess of ninety (90) days.

C. This Lease shall be subject to termination by LESSOR in the event of any one or more of the following events:

(1) The default by LESSEE in the performance of any of the terms, covenants, or conditions of this Lease, and the failure of LESSEE to remedy or undertake to remedy such default for a period of thirty (30) days after receipt of written notice from LESSOR to remedy the same. Notwithstanding the foregoing, if LESSEE abandons the hangar ground site for any period of time, allows the hangar thereon to remain vacant for a period in excess of Ninety (90) days, or fails or neglects to make any payment of rental when due, LESSOR, at its option and without any other notice, demand, or legal proceeding, may declare this Lease void, terminate this Lease, require LESSEE to vacate, enter the hangar ground site, and eject LESSEE therefrom or may pursue any other lawful right or remedy.

(2) LESSEE files a voluntary petition in bankruptcy including a reorganization plan; makes a general or other assignment for the benefit of creditors; is adjudicated as bankrupt or if a

receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

SECTION FIFTEEN

Surrender of Possession: Title to Improvements and Repairs

Upon termination by expiration of the original term of this Lease or upon earlier termination under any circumstances, LESSEE's rights to use the premises, facilities, and services described in this Lease shall cease, and LESSEE shall vacate the premises without unreasonable delay. Upon termination by expiration of the original term of this Lease or upon earlier termination under any circumstances, LESSEE shall have no further right or interest in any of the leased premises or the improvements thereon. It is mutually agreed that title to any and all improvements, including hangar, currently situated, hereafter erected, or hereafter constructed upon the premises shall remain the property of LESSEE for so long as this Lease shall remain in effect, but such improvements, including hangar, shall revert to or become owned and possessed by LESSOR upon the expiration or earlier termination of this Lease, without any additional payment or consideration to LESSEE therefor, free and clear of all claims on the part of LESSEE on account of any repair or improvement work. The vesting of title in LESSOR at the time specified is a part of the consideration for this Lease. LESSOR shall not be liable to LESSEE or LESSEE's contractors or sub-lessees for the value of such improvements, including hangar, currently situated on, hereafter erected, or hereafter constructed upon the premises.

SECTION SIXTEEN

Inspection by Lessor

LESSOR may enter the premises now or hereafter leased exclusively to LESSEE at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this Lease. LESSEE will provide access to the hangar ground site including the hangar located thereon for inspection by LESSOR. This inspection may be made at least semi-annually with a fire department official. Any discrepancies or violations must be corrected within thirty (30) days or this Lease may be terminated.

SECTION SEVENTEEN

Assignment and Subletting

LESSEE shall not at any time sublease, assign, or in any manner surrender personal control of any part of the property or rights herein leased without the written consent of LESSOR. Provided, however, that the foregoing shall not prevent the assignment or subletting of such rights to any corporation with which LESSEE may merge or consolidate, or which may succeed to the business of LESSEE, or to the United States Government or any agency thereof. No such assignment or subletting contemplated hereunder shall release LESSEE from its obligations to pay any and all of the rentals and charges set forth in this Lease. It is recognized that the interest of all parties will be promoted and served by the increased use of the Airport facilities and it is not the intention of this provision to so restrict this use, but rather to insure that the same is accomplished with the view of serving the public interest invested in LESSOR.

SECTION EIGHTEEN
Notices

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

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

TO LESSEE: Craig Goess
 3615 South Memorial Drive
 Greenville, NC 27834

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

SECTION NINETEEN
Governing Law

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

SECTION TWENTY
Severability

Any covenant, condition, or provision of this Lease that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletions shall in no way effect any other covenant, condition or provision of this Lease, so long as such deletion does not materially prejudice LESSOR or LESSEE in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Lease.

SECTION TWENTY ONE
Effect of Waiver

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

SECTION TWENTY TWO
Arbitration

In the event of any disagreement as to whether there has been a breach of contract under this Lease, the questions shall be submitted to arbitration, each party hereto selecting one arbitrator and the two so selected selecting a third arbitrator (but if no agreement can be reached as to the third arbitrator, he shall be appointed by the Clerk of Superior Court of Beaufort County), which board of arbitrators shall sit within two weeks following the date of their appointment, and after proper notice to both parties, shall hear the evidence presented by both sides and render their decision. The majority vote shall be binding on both LESSOR and LESSEE, and it shall be made and announced as soon as possible, and in no event later than two weeks after the aforementioned hearing. Each party shall pay the arbitrator appointed by it, and the third arbitrator shall be paid jointly by LESSOR and LESSEE. In this connection, attention is invited to the fact of the management of said Airport, its general appearance and the manner in which LESSEE serves and meets the general public is of paramount importance to the LESSOR, and in the event of any disagreement requiring adjustment or adjudication by arbitration, as herein provided, said arbitrator shall give particular attention to these considerations to the extent that LESSEE shall comply with all requirements of this Lease.

SECTION TWENTY THREE
Effect of Lease

All covenants, conditions, or provisions in this Lease shall extend to and bind the legal representatives, successors and assigns of the respective parties. This Lease is in lieu of any lease heretofore executed between the parties hereto and any such prior lease is hereby cancelled and no longer in effect.

SECTION TWENTY FOUR
Attorney's Fees

In the event any action is filed in relation to this Lease, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay under this Lease, a reasonable sum for the successful party's attorney's fees.

SECTION TWENTY FIVE
Entire Agreement

This Lease shall constitute the sole agreement between the parties hereto and it is understood that the provisions contained herein shall not be altered, modified or changed in any manner except by written agreement executed by LESSOR and LESSEE, and no oral contract or agreement, or informal memorandum shall have the effect of so modifying, altering or changing this agreement. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

**SECTION TWENTY SIX
Modification of Lease**

Any modification of this Lease or additional obligations assumed by either party in connection with this Lease shall be binding only if in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed by their duly authorized officers and/or agents on the date indicated below.

PRE-AUDIT CERTIFICATE

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

THE CITY OF WASHINGTON,

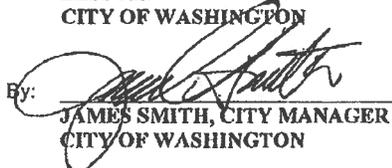


**MATT RAUSCHENBACH,
CHIEF FINANCE OFFICER**

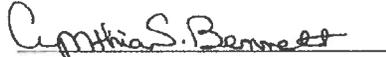
**LESSOR:
CITY OF WASHINGTON**

(CORPORATE SEAL)

By:

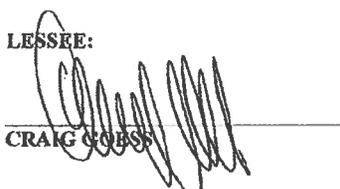

**JAMES SMITH, CITY MANAGER
CITY OF WASHINGTON**

ATTEST:


**CYNTHIA S. BENNETT,
CITY CLERK**

DATE: 1/20/10

LESSEE:


CRAIG GOSS

DATE: 1-14-10

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

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

WITNESS my hand and official seal, this the 20 day of January, 2010.



Reatha B. Johnson
NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Before me, the undersigned Notary Public in and for the State and County aforesaid, this day personally appeared CRAIG GOESS, who being by me duly sworn says that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the 14 day of January, 2010.

Cornelius T. Partrick Jr
NOTARY PUBLIC

My Commission Expires: 27 November 2010

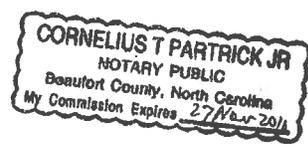
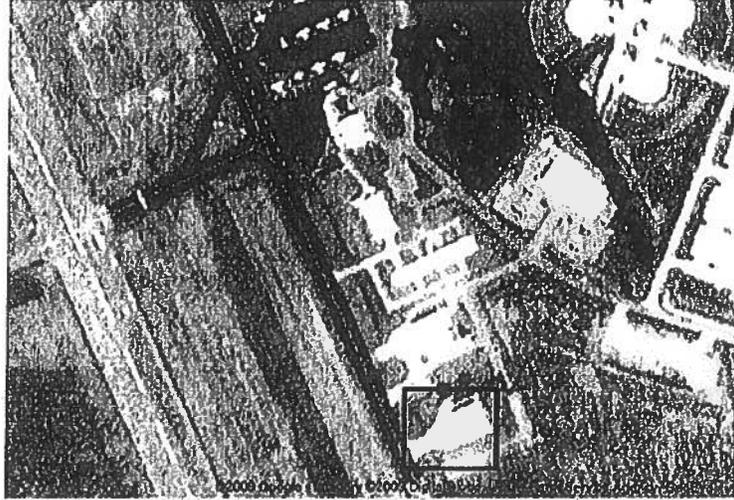


EXHIBIT "A"





City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Community and Cultural Resources
Date: January 7, 2013
Subject: Adopt the Resolution of Intent to enter into a Recreational Lease with PTRF and accept the Memorandum of Understanding
Applicant Presentation: Richard Andrews, PTRF
Staff Presentation: John Rodman, Community and Cultural Resources

RECOMMENDATION:

I move that the City Council adopt the Resolution of Intent to enter into a Recreational Lease agreement with Pamlico Tar River Foundation (PTRF) in order to construct a camping platform on City of Washington property known as the McMullen Tract located on the southern shore of the Tar River. I further move that the City Council accept the Memorandum of Understanding with PTRF for said camping platform.

BACKGROUND AND FINDINGS:

The City of Washington is considering a resolution to enter into a lease agreement with PTRF to construct a camping platform that is accessible by canoes and kayaks on the south side of the Tar River on the McMullen tract. Camping platforms are usually 16' x 32' raised wooden platforms that provide space for overnight camping access to the Tar River. PTRF's ultimate goal is to provide a series of platforms along the Tar/Pamlico River.

PREVIOUS LEGISLATIVE ACTION

City Council presentation – Letter of Support

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Resolution, Recreational Lease, Memorandum of Understanding, Map of platform location

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JR Concur _____ Recommend Denial
 1/8/13 No Recommendation _____ Date
January 14, 2013
Page 72 of 127

**RESOLUTION AUTHORIZING THE CONVEYANCE
OF CERTAIN REAL PROPERTY BY LEASE AND
APPROVING THE LEASE OF SAID REAL PROPERTY
PURSUANT TO NORTH CAROLINA GENERAL STATUTE § 160A-279**

WHEREAS, the City of Washington (hereinafter may be referred to as “City”) owns certain property described in that first tract of property conveyed to the City by Gift Deed from James B. McMullan and wife Bettie H. McMullan dated October 31, 1996 and recorded in Deed Book 1060 at Page 535 of the Beaufort County Registry.

WHEREAS, the City desires to lease approximately one-tenth (1/10) of an acre of said tract and related easements (“the Property”) for a term of up to twenty-five (25) years to the Pamlico-Tar River Foundation, Inc. (“PTRF”), a North Carolina non-profit corporation, in order to allow PTRF to construct, maintain, and administer a camping platform and related improvements for recreational use by the general public, a public purpose and use.

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private negotiation to a non-profit corporation which carries out a public purpose if the city is authorized by law to appropriate money to the corporation and so long as the procedural provisions of North Carolina General Statute § 160A-267 are followed.

WHEREAS, Article 18, Parks and Recreation, of Chapter 160A of the North Carolina General Statutes authorizes a city to create, establish, and operate parks and recreation programs as a proper governmental function and to appropriate funds in furtherance of that function.

WHEREAS, North Carolina General Statute § 160A-267 authorizes a city to adopt a resolution at a regular council meeting authorizing an appropriate city official to dispose of real property by private negotiation. Thereafter, the city must publish a notice summarizing the resolution and no conveyance may be consummated thereunder until ten (10) days after said publication.

WHEREAS, PTRF is engaged in the implementation of the Tar River Camping Platform System, a recreational program, and desires to lease said Property from the City for the purpose of utilizing the Property as part of said recreational program, which purpose and recreational program constitute a public purpose and use.

WHEREAS, the City finds it currently does not have a use for said Property and therefore concludes the Property is currently surplus to the City’s needs and will not be needed by the City for the term of the lease proposed hereby.

WHEREAS, the City supports said recreational program; finds that the recreational program will benefit the public good as well as general welfare of the citizens of the City,

the County of Beaufort, and the State of North Carolina; and finds the proposed public use to be acceptable.

WHEREAS, any revenue produced through rental of the Property and retained by PTRF shall be segregated from the other funds of PTRF and shall be used solely to support said recreational program or some other similar, suitable public purpose.

THEREFORE, the City Council for the City of Washington resolves as follows.

1. Said Property is hereby declared to be surplus to the needs of the City for the term of the proposed lease.

2. The consideration for said lease is that the Property shall be utilized in conjunction with and in furtherance of the Tar River Camping Platform System, a recreational program which constitutes a public purpose and use, and the lease will restrict the use of the Property to the same.

3. The City Clerk shall cause a notice summarizing the contents of this Resolution to be published once after its adoption in accordance with North Carolina General Statute § 160A-279 and § 160A-267.

4. The City Manager is authorized to further negotiate, if necessary, and enter the lease attached hereto ten (10) days after publication of said notice.

Adopted this 14th day of January, 2013.

N. Archie Jennings, III, Mayor
City of Washington

Attest:

Cynthia S. Bennett, City Clerk
City of Washington

RECREATIONAL LEASE

This **RECREATIONAL LEASE** ("Lease") is entered into and effective this _____ day of _____ 2013, by and between the City of Washington, a municipal corporation of the State of North Carolina whose mailing address is P.O. Box 1988, Washington, North Carolina 27889, ("Lessor") and the Pamlico-Tar River Foundation, a North Carolina non-profit corporation whose mailing address is P.O. Box 1854, Washington, North Carolina 27889, ("Lessee").

For and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. **LEASE.** Lessor hereby grants to Lessee and Lessee hereby accepts from Lessor a non-exclusive lease of a one-tenth acre tract immediately surrounding the camping platform and observation deck that are more particularly described as well as addressed below and are to be situated on the first tract of property described in the deed attached as Exhibit A, for camping and normal recreational purposes as well as uses by the general public. This one-tenth acre tract shall be configured around the platform as generally shown on the attached Exhibit B and is henceforth referred to as "the Property" for purposes of this Lease. Lessor shall specify the exact location of the camping platform and the Property using GIS coordinates. It is recognized that Lessor does not hereby grant, but expressly reserves from this Lease, all rights to use the Property for any purpose which does not interfere with Lessee's rights and permitted uses under this Lease.

2. **IMPROVEMENTS.** Pursuant to this Lease, Lessee may construct at its expense a campsite consisting of a wooden camping platform including observation deck, a small wooden landing dock adjoining the Tar River, a wooden walkway between the campsite and landing dock, a privy, interpretative signage and such other improvements as Lessee deems reasonably necessary to facilitate use of the Property as a single campsite (hereinafter collectively referred to as "the Improvements"). Lessee also shall have the exclusive right to rent the Improvements to campers who will occupy them for camping and normal recreational purposes as well as uses, subject to the terms and conditions set out herein.

3. **ACCESS.** Lessor grants Lessee and its agents, invitees, campers, successors and assigns, and Lessee hereby accepts from Lessor, a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, inspection, maintenance, repair and use of the Improvements; provided, however, that Lessee agrees to limit its access to established pathways and roads across the Property, if any, and shall not create new pathways and roads except to the extent reasonably necessary to access the Property. Lessor reserves the right, in its sole discretion, to designate the location of the above referenced easement, including pathways and roads, if any.

4. **TERM.** The term of this Lease shall be twenty-five (25) years from the effective date unless terminated sooner as provided herein. Any extension of this term shall be by written agreement of the parties.

5. **OTHER IMPROVEMENTS.** The parties acknowledge and agree that Lessee's rights to construct improvements are limited to those Improvements described in Paragraph 2 hereof and those reasonably necessary for the use of the Improvements and that construction of any other improvements would require execution of an amendment to this Lease or a new agreement superseding this Lease, whichever the parties deem appropriate.

6. **CONSIDERATION.** In consideration of the rights and privileges granted by Lessor hereunder, Lessee will pay Lessor an annual rental ("Rent") equal to the sum of 1 dollar (\$1) plus one-fourth of the total amount of campsite rentals Lessee actually receives for rental of the Property each fiscal year, based upon a fiscal year running from July 1 through June 30. The Rent for each fiscal year shall be paid no later than the following October 1 with a full accounting for the rental receipts from the previous year for the campsite. Part of the consideration for this Lease is that the Property shall be utilized solely in

conjunction with and in furtherance of the Tar River Camping Platform System, which constitutes an acceptable public purpose and use.

a. **USE OF CAMPSITE RENTAL REVENUE.** With the exception of the foregoing, any revenue produced through rental of the Property by Lessee shall be segregated from other PTRF revenue as well as funds and shall be used solely to support the Tar River Camping Platform System. In the event there ever exists revenue surplus to the needs of the Tar River Camping Platform System, said revenue shall be contributed to a program or purpose that is a legal public purpose or use and similar in purpose to the Tar River Camping Platform System.

7. **TITLE TO IMPROVEMENTS.** The parties acknowledge and agree that the Improvements to be built on the Property, including but not limited to those described in Paragraph 2 and any additional improvements Lessee may add at a later date with Lessor's agreement, will be and shall remain the property of Lessee until the expiration of the term of this Lease, including any extensions; at which time, and if Lessor in its sole discretion elects, the Improvements shall, to the extent of Lessor's election, revert to and become the sole property of Lessor without any additional payment or consideration to Lessee therefor, free and clear of any and all claims thereto. The vesting of title to the Improvements in Lessor at the time specified is a part of the consideration for this Lease. If Lessor does not elect to take title to said Improvements, or a portion thereof, Lessor may direct Lessee to remove some or all Improvements and Lessee shall remove the same within sixty (60) days of Lessor's written election.

8. **TAXES AND ASSESSMENTS.** Lessee shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the Property or any Improvements or other property situated thereon, it being the mutual intention of the parties that Lessor shall not be required to pay any taxes on either real or personal property by reason of permitting Lessee to use the Property as herein described. Lessee also agrees to indemnify Lessor against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

9. **COMPLIANCE WITH LAWS AND REGULATIONS.** Lessee shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of, grants from, and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to Lessee, the Property, and Lessee's use of the Property contemplated hereby. Further, Lessee shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including but not limited to such rules and regulations regulating hazardous or similar substances or conditions, their storage or disposal. Lessee shall not intentionally or knowingly use the Property for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. Lessee further agrees to indemnify and hold the City harmless for any and all damage of any kind arising from Lessee's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Lessee.

10. **USE OF PROPERTY.** Lessee shall inform its campers and other agents that their use of the Property is limited to use of the Improvements for camping and normal recreational purposes as well as uses and that other uses not incident to camping and normal recreational purposes are prohibited. In addition, Lessee shall specifically inform its campers and other agents that **hunting, discharging of firearms and any open fires** on the Property are strictly prohibited.

Lessee shall so inform its campers in the description of the camping platform on Lessee's website (www.ptrf.org), in all future maps and brochures concerning the camping platform, in the liability waiver form associated with on-line reservations, in the newsletter announcing the opening of the camping platform, in signage on the camping platform and in all communications with persons making reservations through agents of Lessee. Notwithstanding the foregoing provision, if Lessor becomes aware of any use of the Property by campers or other agents of Lessee that

is not permitted by this Lease, Lessor shall inform Lessee and Lessee shall take whatever action is necessary to either end the offending use or remove such campers or agents from the Property.

11. **MAINTENANCE.** Lessee shall maintain the Improvements in a good condition as well as state of repair and shall keep the Improvements in an aesthetically pleasing appearance in compliance with any and all ordinances of Lessor, including but not limited to zoning and public nuisance ordinances. Lessee shall not create or allow the creation of a nuisance on the Property or commit or allow any waste, injury or destruction to the Property.

12. **NO WARRANTIES.** Lessee acknowledges that Lessor has made no warranties of any kind regarding the Property, including the warranties of fitness for a particular purpose or merchantability, and Lessee takes the property as is, with all faults, dangerous conditions and attributes, whether known to Lessor and/or Lessee or not. Notwithstanding the foregoing, if Lessor becomes aware of a fault, dangerous condition or attribute on the Property, Lessor will make reasonable efforts to inform Lessee.

13. **TERMINATION.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) by either party upon a breach or default of any material covenant or term hereof, which breach or default is not cured within sixty (60) days of receipt of written notice of the breach or default (without limiting any other rights available to the parties pursuant to any other provision hereof);

(b) upon thirty (30) days written notice by Lessee to Lessor if Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and operation of the Improvements or an insurance policy as required hereunder; or

(c) upon thirty (30) days written notice by Lessee to Lessor if the Improvements are destroyed or damaged so as to hinder their safe or effective use, or if for any other reason Lessee determines that use of the Property is no longer feasible.

(d) upon thirty (30) days written notice by Lessor to Lessee if Lessor, in Lessor's sole discretion, determines that the Property should be utilized for an alternate purpose or incorporated into the Tar River Nature Park that Lessor contemplates developing in the future.

14. **RELEASE, WAIVER OF CLAIMS AND INDEMNITY.** Lessee shall occupy the Property at Lessee's own risk. Lessee for itself as well as its invitees, campers, customers, and guests as well as their respective successors and assigns, hereby shall unconditionally waive, release, hold free and harmless, indemnify and defend Lessor and its present and former employees, officials, and elected officials in both their respective individual and official capacities, agents, personal representatives, attorneys, insurers, heirs, successors and assigns, and each of them, respectively, of, from, and for all and any manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, attorney's fees, compensation and all consequential, compensatory, general, special and/or punitive damages or liabilities, known or unknown, which may result directly or indirectly from or be in any way related to, connected with or growing out of this Lease, Lessee's construction of the Improvements, and Lessee's occupancy as well as use of said Property, including use by invitees, campers, customers, and guests of Lessee. This provision shall survive the termination of this Lease and shall be in full force and effect beyond the term or termination of this Lease, however terminated.

15. **INSURANCE.** Lessee shall at its expense maintain in full force and effect throughout the Term comprehensive general liability insurance covering its activities on the Property, including construction of the Improvements and the rental of same, with a combined single limit of no less than \$2 million dollars. Lessee shall add Lessor to the above-described policy as an additional insured and shall provide a certificate of insurance to Lessee each year at policy renewal.

16. **NO ASSIGNMENT.** Except for the right to rent the Improvements to campers as provided herein, Lessee shall not have the right to assign this Lease to a third party without the prior written permission of Lessor, which permission may be withheld in Lessor's sole discretion.

17. **SUCCESSORS AND ASSIGNS.** This Lease shall run with the Property described on Exhibit A and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns, subject to the provisions of Paragraph 16.

18. **MEMORANDUM OF LEASE.** Lessee may file of record in the property records of Beaufort County a memorandum of lease upon approval of the same by Lessor.

19. **SEVERABILITY.** If any provision of this Lease shall be declared illegal, void, or unenforceable, the other provisions of this Lease shall not be affected, but shall remain in full force and effect.

20. **NOTICES.** Any notices which Lessor or Lessee is required or desires to give to the other hereunder shall be deemed sufficiently given or rendered if, in writing, they are delivered personally, or sent by certified or registered mail, postage pre-paid, to the following addresses.

If to Lessee:

Chairperson and/or Executive Director
Pamlico-Tar River Foundation
P.O. Box 1854
Washington, North Carolina 27889

If to Lessor:

City Manager
City of Washington
P.O. Box 1988
Washington, North Carolina 27889

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

21. **REPORTS.** If requested by the City Manager, Lessee shall provide a report of such matters involving the Property or the camping platform as may be required by the City Manager.

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

23. **WAIVER.** No waiver of any condition, covenant or restriction of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition, covenant or restriction of this Lease. The consent or approval of either party to any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary the consent to, or approval of, any subsequent similar act.

24. **MISCELLANEOUS.**

a. The headings of the paragraphs in this Lease are for convenience of reference only and shall not be used to construe the meaning of the contents of such paragraphs.

b. Should Lessor or Lessee institute any legal proceedings against the other related to this Lease, the prevailing party in such action shall, in addition to any other recovery, be entitled to recover its costs and expenses from the losing party including its reasonable attorney's fees.

c. This Lease shall be binding upon the respective parties hereto and upon their heirs, successors and, if expressly permitted as provided for herein, assigns.

d. This Lease was negotiated by the parties and each party had input into the terms and provisions of this Lease. The provisions of this Lease shall not be construed against the party who drafted the Lease as a result of that party's drafting of this Lease.

e. This Lease shall be governed by and construed in accordance with the laws of North Carolina.

25. **SURVIVAL OF TERMS.** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the expiration or other termination of this Lease, it shall survive the expiration or other termination of this Lease and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed. The parties expressly acknowledge that this survival of terms provision shall pertain to all applicable provisions of this Lease, including but not limited to the provisions of this Lease which require Lessee to remove the Improvements made or placed on or about the Property by Lessee.

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

IN WITNESS WHEREOF, after due authority given, the parties have executed the foregoing Lease on the day first above written.

PRE-AUDIT CERTIFICATE

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

THE CITY OF WASHINGTON

By: _____(SEAL)
Matt Rauschenbach, Chief Financial Officer

**LESSOR:
THE CITY OF WASHINGTON**

(CORPORATE SEAL)

ATTEST: By: _____(SEAL)
Joshua L. Kay, City Manager

_____(SEAL)
Cynthia S. Bennett, City Clerk

**LESSEE:
PAMLICO-TAR RIVER FOUNDATION**

By: _____(SEAL)
David Emmerling, Executive Director

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

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

Witness my hand and notarial seal, this the ____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

I, _____, a Notary Public in and for the county and state aforesaid, do hereby certify that DAVID EMMERLING, Executive Director of PAMLICO-TAR RIVER FOUNDATION, Lessee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the ____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit A

BK 1060 PG 535

NORTH CAROLINA
BEAUFORT COUNTY

THIS GIFT DEED, Made as of the 31st day of OCTOBER, 1996, from James B. McMullan and wife Bettie H. McMullan, hereinafter designated GRANTORS, to the City of Washington, a municipal corporation of the State of North Carolina, hereinafter designated GRANTEE;

WITNESSETH:

That GRANTORS, in consideration of respect and support of the objectives of GRANTEE, have given and granted, and by these presents, do give, grant and convey unto GRANTEE, and its successors and assigns, but subject to the reservations and all terms, provisions and conditions herein provided, certain tracts or parcels of land located in Chocowinity Township, Beaufort County, North Carolina, and more particularly described as follows:

FIRST TRACT: Bounded on the East by the Old Highway from Washington to Chocowinity, on the South by the Hudnell lands, formerly the Arthur or Daguid Lands, on the West by the Grist land, formerly the Canady Grant, and on the North by the Pamlico River, it being all that piece or parcel of land described in deed from W.C. Rodman to W. B. Rodman, dated August 19, 1926, of record in the Register's Office of Beaufort County in Book 266, at Page 16, except that part of the lands described in said deed which lies within the boundaries of a deed from W. C. Rodman to N. E. Saleeby, which deed to Saleeby is recorded in said Register's Office in Book 273 at Page 55. Also saving and excepting those lands conveyed by deed dated January 21, 1964 to Lane, Cox & Litchfield, Inc. of record in Book 561 at Page 401, Beaufort County Registry and by deed dated February 10, 1964 to Lane, Cox & Litchfield, Inc. of record in Book 562 at Page 562, Beaufort County Registry.

The foregoing described tract of land being the same as conveyed to R. S. Carver, now deceased, and wife, Elsie B. Carver by W. B. Rodman, et al of record in Book 357 at Page 515, Beaufort County Registry.

SECOND TRACT: BEGINNING in the center line of the former right of way of the Washington Vandemere Railroad at the edge of the high land at the point where the Grist line crosses said right of way; thence Northwardly with the center line of said right of way to the line of the Rodman land; thence with the line of the Rodman land North 50 West to the Grist line (later owned by John Wynne); thence South 40 West with the Grist or Wynne line

PREPARED BY:
JAMES B. MCMULLAN
BEAUFORT COUNTY LAND RECORDS
LR FORM001 # 4064

ACCEPTED
[Signature] 11-17-96
Land Records Official Date

2640 feet to a gum, a corner; thence in an Easterly direction to the point of beginning, containing 63 acres, more or less, and being a part of the first tract described in deed from Beaufort Farm Company to W. T. Hudnell, Jr. of record in the Register's Office of Beaufort County in Book 302, Page 205, and being the same conveyed to Thomas E. Adams by deed of record in said Office in Book 305, Page 325. It also being the same as conveyed to R. S. Carver, now deceased, and wife, Elsie B. Carver by deed dated March 25, 1954 from Thomas E. Adams, et ux of record in Book 438 at Page 480, Beaufort County Registry.

THIRD TRACT: BEGINNING at the point of intersection of the center line of the roadbed of the former main track of the Atlantic Coast Line Railroad Company's former Washington and Vandemere Railroad and the Southwest bank of the Pamlico River; running thence Southeastwardly with and along said River bank to a point which is 255.7 feet Southeastwardly, measured at right angles from said center line; thence Southwestwardly parallel with said center line, 782.3 feet; thence Northwestwardly, at right angles with the preceding course, 205.7 feet; thence Southwestwardly parallel with said center line, 853 feet; thence Northwestwardly, at right angles with and across said center line, 100 feet; thence Northeastwardly, parallel with said center line, 853 feet; thence Northwestwardly at right angles with said center line, 205.7 feet; thence Northeastwardly, parallel with said center line, 882.3 feet to said River bank; thence Southeastwardly along said River bank to the point of beginning; containing 12 acres, more or less; as shown in yellow on the blueprint of record in Book 438 at Page 157, Beaufort County Registry and made a part hereof. It being the same as conveyed to R. S. Carver, now deceased and wife, Elsie B. Carver by Atlantic Coast Line Railroad Company by deed dated February 27, 1954 of record in Book 438 at Page 156, Beaufort County Registry.

The foregoing three tracts of land were heretofore conveyed to Lyn-Camp Development Corp. by Elsie B. Carver (Widow) by deed dated June 27, 1969 of record in Book 643 at Page 384, Beaufort County Registry. See deed to Eli Najeeb Saleeby and wife recorded in Book 672, Page 482, Beaufort County Registry. See deed from Saleeby to McMullan, recorded in Book 891, Page 82, Beaufort County Registry.

BUT THERE IS EXCEPTED AND RESERVED to James B. McMullan, his heirs and assigns, in fee simple, a certain parcel of land, and a certain perpetual right of way, described as follows:

PARCEL OF LAND:

Beginning at a point opposite a City of Washington concrete electric transmission line pole and in the centerline of the old Washington and Vandemere Railroad bed and which point stands 1065 feet, measured southwestwardly along the centerline of said railroad bed, from the southerly edge of Tar River; running thence with the centerline of said railroad bed N 30° 13' 27" E (NC Grid System) 276 feet to a point opposite another City of Washington concrete electric transmission line pole; running thence S 89° 46' 33" E (NC Grid System) 8 feet to the center of the last said pole; running thence S 59° 46' 33" E about 70 feet to the run of a small creek known as McMullan Creek; thence with the run of McMullan Creek in a northeasterly direction to the Tar River; thence up the southerly edge of Tar River in a westerly direction to the easternmost corner of the 793.50 acre tract conveyed to B. E. Singleton and Sons, Inc. from Michael D. Neal et ux by deed dated 4-18-1984, recorded

in Book 835, Page 70, Beaufort County Registry); thence with the Singleton line S 35° W (magnetic for 4-21-1922) about 300 feet to a point which bears N 59° 46' 33" W from the point of beginning; thence S 59° 46' 33" E about 1000 feet to the point of beginning, containing 10 acres, more or less.

RIGHT OF WAY:

It being 50 foot wide, measured 25 feet at right angles to and on both sides of the center line of the roadbed of the former main track of the Washington and Vandemere Railroad, and which right of way is bounded on the northeast by the southwesterly lines of the above-described 10 acre, more or less, parcel, and is bounded on the southwest by the northeasterly edge of the right of way of State Road No. 1165.

It is the intent hereof that the right of way shall be for all purposes and be owned by James B. McMullan, his heirs and assigns, in perpetuity. Further conditions with respect to said land and right of way which shall be binding upon and enure to the benefit of GRANTORS and GRANTEE, their heirs, successors and assigns, are as follows:

1. At least twice per year (as near to June 15th and September 1st as is convenient to GRANTEE) GRANTEE will mow its electric utility right of way from State Road No. 1165 to Tar River. The mowing strip shall be at least 30 feet wide (10 feet eastwardly of the line of the concrete poles and 20 feet westwardly of such pole line.)
2. GRANTEE shall have the right to permit the general public to use for travel that portion of its utility right of way which lies southwestwardly of the aforesaid 10 acre parcel reserved by GRANTORS but if GRANTEE permits such use then it shall maintain the roadway located on such right of way in good passable condition.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land, together with all rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining unto it, the said GRANTEE, its successors and assigns, in fee simple; but subject to all of the provisions above set out and subject also to the following:

1. Right of way recorded in Book 800, Page 850, Beaufort County Registry, to Carolina Power and Light Company.
2. Right of way recorded in Book 814, Page 206, Beaufort County Registry, to City of Washington.
3. Lien of any taxes that may be due to Beaufort County.

IN WITNESS WHEREOF, GRANTORS have hereunto set their hands and seals and GRANTEE has caused this deed to be executed in its name by its Mayor, attested by its City Clerk and its corporate seal to

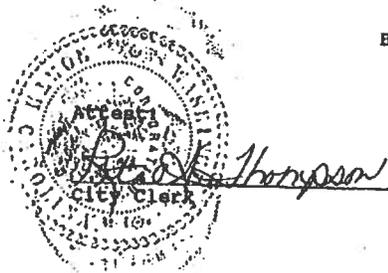
be hereto affixed, all by authority of a resolution of its City Council. This deed has been executed in duplicate originals.

James B. McMullan (SEAL)
James B. McMullan

Bettie H. McMullan (SEAL)
Bettie H. McMullan

City of Washington

By: J. Stewart Ramsey
Mayor



NORTH CAROLINA
BEAUFORT COUNTY

Before me, J. McMullan, Jr., a Notary Public in and for the State and County aforesaid, personally appeared James B. McMullan and wife Bettie H. McMullan and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 31st day of October, 1996.



J. McMullan, Jr.
Notary Public

Exhibit B



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF WASHINGTON
AND
PAMLICO-TAR RIVER FOUNDATION**

This **MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as "MOU", is hereby made and entered into by and between the City of Washington, hereinafter referred to as "Washington", and the Pamlico-Tar River Foundation, hereinafter referred to as the "PTRF".

A. PURPOSE:

The purpose of this MOU is to establish a working and functional relationship between Washington and PTRF in the planning and implementation of the Tar River Camping Platform System at the proposed campsite location owned by Washington on the Tar River across from the West Main Street neighborhood of the downtown Washington Historic District. The proposed campsite shall be located on a portion of the first tract of property conveyed to Washington by a Gift Deed from James B. McMullan and wife Bettie H. McMullan dated October 31, 1996 and recorded in Deed Book 1060 at Page 535 of the Beaufort County Registry.

B. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

Washington's benefits include an active relationship with PTRF to promote the Tar River as a natural resource to paddlers and recreational users and to help promote ecotourism in Eastern North Carolina by providing an overnight facility along the river for various user groups. Further benefits include momentum gained toward the future implementation of the proposed Tar River Nature Park.

The benefits for PTRF through this cooperative effort are created through the launching of the Tar River Camping Platform System. This camping platform will be the first camping platform constructed in this system and PTRF hopes that this camping platform will create momentum and support for additional camping platforms along the river to complete the overall plan for a comprehensive and connected series of overnight facilities along the river.

C. WASHINGTON SHALL:

1. Provide the specified location using GIS coordinates for the construction of a 16' x 32' raised wooden camping platform adjacent to the Tar River as generally proposed on the above referenced property.
2. Provide year-round access (via the creek) to the camping platform for all users who have made proper reservations and purchased proper use permits for the camping platform.
3. Maintain Washington's current general liability insurance policy which would provide additional protection from any liability incurred from the use of the camping platform.
4. Allow access via water or land to the camping platform for construction and routine inspection and maintenance with prior approved notification from PTRF staff members or volunteers.
5. Allow access via water or land to the camping platform for EMS or other emergency rescue personnel during an emergency situation.
6. Allow PTRF to install signage on trees next to the river at the specified site and upstream of the site in order to clearly indicate the location of the camping platform to users.
7. Enter into a long term lease (25 years) with PTRF for the use of the property for the specified camping platform site to ensure longevity for the project.

D. PTRF SHALL:

1. Ensure the camping platform and use of the property that is contemplated by this MOU is permitted by, and performed in accordance with, any and all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of, grants from, and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers, and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or any time hereafter may be applicable to the camping platform and use of the property that is contemplated by this MOU.
2. Secure funds to construct a 16' x 32' raised wooden camping platform adjacent to the creek in the specified location.
3. Obtain all necessary building permits and any other permits that are required from regulatory agencies, including but not limited to the N.C. Division of Water Quality, U.S. Army Corps of Engineers, and CAMA.
4. Construct the camping platform in a timely and unobtrusive manner at the specified location and leave the site clean and pristine following construction.
5. Construct the camping platform in the specified location without removing any large trees or marketable timber unless removal is necessary and approved by Washington.
6. Secure and pay for a liability insurance policy insuring PTRF, and naming Washington as an additional insured, against potential liability for accidents or other unexpected occurrences on the camping platform or on Washington's property upon which the camping platform is located.
7. Require all users of the camping platform to sign a liability waiver form to release PTRF and Washington from any liability associated with the use of the camping platform or Washington's property upon which the camping platform is located.
8. Handle all reservations and scheduling associated with the use of the camping platform and require each user to purchase a permit to use the camping platform. Any revenue produced through or by the camping platform shall be utilized as more specifically provided for in the Recreational Lease entered into by the parties, which Recreational Lease is incorporated herein by reference as if fully set forth.
9. Inform all users about all rules and guidelines associated with the use of this particular camping platform.
10. Routinely inspect, maintain and clean the camping platform and the area immediately surrounding the camping platform to ensure maximum safety.
11. Restrict users from accessing and trespassing on other areas of Washington's property or using Washington's property in any way other than for emergency access by rescuers or local EMS. Appropriate "No Trespassing" signage will be installed in the vicinity of the camping platform.
12. Be committed to resolving any unexpected situation in a timely manner as to alleviate Washington's concerns, as PTRF staff and/or volunteers are aware that special circumstances may arise where immediate attention or maintenance may be required at the camping platform.
13. Utilize any and all revenues that are generated by the camping platform and retained by PTRF to support and fund the Tar River Camping Platform System.

E. ACCOUNTABILITY

PTRF will be accountable for all expenses related to the construction, maintenance, routine inspection, insurance, signage, marketing, reservations, scheduling, and any other issues that may arise with the use of the camping platform. Currently PTRF has secured a \$15,000 private donation and a \$5,000 state Adopt-A-Trails grant to construct this camping platform and create the necessary means of support for launching and marketing the project. PTRF plans to have a web based reservation and scheduling system. PTRF staff will support this system and will be available to help users by providing any information they might need to make their experience at the camping platform as positive as possible.

Since this camping platform will be the first camping platform for the proposed Tar River Camping Platform System, this camping platform is crucial to the success of the overall project. It is in PTRF's best interest and the best interest of this project to ensure positive feedback from the use of this camping platform in order to build momentum and future support for the additional camping platforms within the proposed system.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **MODIFICATION.** Modifications within the scope of this instrument shall be made by mutual consent of the parties through the issuance of a written modification that is signed and dated by all the parties prior to any changes being performed.
2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **TERMINATION.** This MOU is subject to termination as more specifically provided for in the Recreational Lease entered into by the parties. Upon any such termination, all issues concerning removal, maintenance, administration, ownership, and/or continued use of the camping platform shall be resolved by, and at the direction of, Washington, in Washington's sole discretion. Without limiting the foregoing, Washington, in its sole discretion, may require PTRF to remove the camping platform upon any such termination. Washington, in its sole discretion, may undertake the maintenance, administration, ownership, and continued use of the camping platform when the Tar River Nature Park is completed.
4. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

City of Washington
Joshua L. Kay, City Manager
Post Office Box 1988
Washington, NC 27889
Phone: 252-975-9319
Email: jkay@washingtonnc.gov

Pamlico-Tar River Foundation
Environmental Projects Manager
Post Office Box 1854
Washington, NC 27889
Phone: 252-946-7211
Email: Richard@ptrf.org

5. **NON-FUND OBLIGATING DOCUMENT.** This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

This MOU will remain active over the course of fiscal year 2013-2038.

City of Washington
Landowner

David Emmerling
Pamlico-Tar River Foundation

(Date)

(Date)

PUBLIC NOTICE

The public will take notice that, pursuant to a Resolution by the City Council of the City of Washington ("City") dated January 14, 2013, the City desires to lease the following surplus property of the City by private negotiation to a non-profit corporation to be put to public use by said non-profit corporation, all consistent with N.C.G.S. 160A-279 and 267.

That certain tract or parcel of land lying and being in the City of Washington, Beaufort County, North Carolina, more particularly described as follows:

One-tenth (1/10th) acre of the first tract of property conveyed to the City by a Gift Deed from James B. McMullan and wife Bettie H. McMullan dated October 31, 1996 and recorded in Deed Book 1060 at Page 535 of the Beaufort County Registry.

By virtue of said Resolution, the City Council declared said property surplus for the twenty-five (25) year term of the proposed lease and authorized the City Manager to further negotiate, if necessary, and enter said lease.

The consideration for said lease is that the property shall be utilized in conjunction with and in furtherance of the Tar River Camping Platform System, a recreational program which constitutes a public purpose and use, and the lease will restrict the use of the property to the same.

This notice is published in accordance with N.C.G.S. 160A-279 and 267.

The lease may be consummated not earlier than ten (10) days from the date of this publication.

Cynthia S. Bennett
City Clerk

Publish: One (1) time on _____



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

To: Mayor Jennings & Members of the City Council
From: Keith Hardt, P.E., Electric Director
Date: 3 January 2013
Subject: Amend Electric Rate Rider
Applicant Presentation:
Staff Presentation: Keith Hardt, P.E., Electric Director

RECOMMENDATION

I move that the City Council adopt the amended Renewable Energy Facilities Credit Rider Number 1 to be effective for electric service billed on or after 1 January 2013.

BACKGROUND AND FINDINGS

In March 2003 the City Council adopted a rate schedule to credit customers that install residential and small commercial renewable energy generators based on the kWh energy delivered to the City's electric system. The rate schedule was adopted on an experimental basis. The Federal Energy Regulatory Commission and the North Carolina Utilities Commission require that investor-owned utilities (i.e. Duke Energy, Progress Energy) provide benefit to these energy producers at a level equal to the utilities avoided costs of net generation. Traditionally municipal and cooperative owned electric systems have provided credits based on their avoided cost of energy purchases. When this rate was adopted we did not have the data to accurately estimate the effective avoided purchase power costs on the City's electric system. The avoided cost included in the initial rate schedule was based solely on our wholesale energy cost at the time.

Data collected over the last ten years indicates that these renewable energy systems provide greater savings on the City's wholesale power costs than initially estimated. Based on the current data I recommend that the energy credit in the current rider be increased from \$0.03952 per kWh to \$0.0630 per kWh.

Currently we have one customer that participates in this program. The previous year's credits this customer received were \$183.56. This proposed change if adopted it will increase their annual credits to \$294.21.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: January 14, 2013 (if applicable)
City Manager Review: Concur Recommend Denial _____ No Recommendation 1/8/13 Date

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PREVIOUS LEGISLATIVE ACTION

None.

FISCAL IMPACT

- Currently Budgeted for FY 2012-13 (Account 35-90-3710-5100)
- Requires additional appropriation
- No Fiscal Impact

SUPPORTING DOCUMENTS

Proposed Amended Renewable Energy Facilities Credit Rider Number 1 (REF-1)

WASHINGTON ELECTRIC UTILITIES
Washington, North Carolina

Renewable Energy Facilities Credit Rider Number 1
[Photovoltaic Generating Systems]
(Schedule REF-1)

AVAILABILITY

This Rider is available on an experimental basis in conjunction with service under the Washington Electric Utilities (WEU) all applicable Rate Schedules to customers who operate photovoltaic generating systems without battery storage; located and utilized at the customer's primary residence or business where a part or all of the electrical requirements of the customer can be supplied from the customer's generating system. The rated capacity of the generating system shall not exceed the lesser of the customer's estimated maximum annual kilowatt (kW) demand or 10 kilowatts for a residential system or 100 kilowatts for a non-residential system. The generating system that is in parallel operation with service from WEU and located on the customer's premises must be manufactured, installed, and operated in accordance all governmental and industry standards, in accordance with all requirements of the local code official and fully conform with WEU's applicable renewable energy interconnection interface criteria. Customers with qualified systems may apply for NC GreenPower credits.

This Rider is available on a first come, first serve basis, except that the aggregate capacity of all customer renewable generators shall not exceed 5.0% of WEU's retail peak load for the prior calendar year. If a customer's proposed installation results in WEU exceeding this limit, the customer will be notified that service under this Rider will not be allowed.

MONTHLY CREDIT

Energy Credit:

All kWh delivered (*to WEU*)

\$ 0.0630 per kWh

CONTRACT PERIOD

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

GENERAL

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

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

SPECIAL CONDITIONS

The customer must complete any applicable alternative energy interconnection request (Application) and submit same to WEU prior to receiving service under this Rider.

The customer's service shall be metered with two meters, one of which measures all energy provided by WEU and used by the customer, and the other measures the amount of energy generated by the customer's photovoltaic energy generator.

In the event WEU determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other customers, the customer shall pay a Monthly Facilities Charge of 2.0% of the total installed cost of the additional facilities. The Monthly Facilities Charge shall not be less than \$25.00

WEU reserves the right to test the customer's photovoltaic energy generator for compliance with the applicable interface criteria. Should it be determined that the customer's installation is in violation WEU will disconnect the photovoltaic energy generator from WEU's distribution system and it will remain disconnected until the installation is brought back into compliance.



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Michael Whaley, Purchasing Agent
Date: January 4, 2013
Subject: Bucket Truck through NJPA Contract
Applicant Presentation: Al Leggett / Keith Hardt
Staff Presentation: N/A

RECOMMENDATION:

The purpose of this request is to inform City Council and seek approval to purchase an Altec Bucket Truck from Altec through NJPA contract #060311-AII. This type of purchase is authorized through statute G.S. 143-129(e) (3).

BACKGROUND AND FINDINGS:

<u>Vendor</u>	<u>Cost Per Unit</u>	<u>Delivery</u>	<u>Less Trade-In</u>
Altec	\$234,541.00	240 - 270 days	N/A
Grand Total		\$234,541.00	

The General Assembly approved G.S. 143-129(e)(3) as an exception which allows purchases of apparatus, supplies, materials, or equipment from contracts of a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

\$240,000 Currently Budgeted (Account 35-90-8390-7401) Requires additional appropriation
 No Fiscal Impact

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: AW Concur 1/8/13 Date 1/8/13 Recommend Denial No Recommendation

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City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director
Date: 01-14-13
Subject: Approve Work Authorization (\$112,185) for Terminal Building Design, Approve Corresponding Purchase Order, and Adopt Grant Project Ordinance.

Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council approve work authorization for Talbert and Bright for design and bidding services, approve the corresponding purchase order, and adopt a grant project ordinance for the airport terminal construction project.

BACKGROUND AND FINDINGS:

At the October 8, 2012 Council meeting, Council authorized the Manager to sign a reimbursement agreement with NCDOT for the design and construction of a new terminal building at Warren Field Airport. The attached work authorization authorizes Talbert and Bright to perform the design and bidding services for this project. As noted in the October 8 meeting, Council will be given the opportunity to review and approve the design as work progresses. The work scope and fee have been reviewed and approved by the NC Division of Aviation.

The attached grant project ordinance establishes funding for the terminal construction project. The City contribution is being funded with insurance proceeds.

PREVIOUS LEGISLATIVE ACTION

Council Action 10-08-12.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached work authorization Grant project ordinance

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: Concur _____ Recommend Denial _____ No Recommendation 1/8/13 Date

**GRANT PROJECT ORDINANCE FOR AIRPORT TERMINAL
GRANT AWARDS
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 for the design and construction of an airport terminal.

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:

66-90-4530-0400	Professional Services	\$ 250,000
66-90-4530-4500	Construction	700,000
66-90-4530-2102	Rental Building	27,000
66-90-4530-3304	Furnishings	51,220
66-90-4530-9900	Contingency	<u>96,980</u>
	Total	\$1,125,200

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

66-90-3490-0001	State Aid to Airports	\$ 500,000
66-90-3490-0002	State Aid- NPE 2012	150,000
66-90-3490-0003	State Aid- NPE 2013	150,000
66-90-3352-0000	City Contribution	<u>325,200</u>
	Total	\$1,125,200

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 State Aid to Airport Programs 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 14th day of January, 2013.

MAYOR

ATTEST:

CITY CLERK

**WARREN FIELD
WASHINGTON, NORTH CAROLINA**

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

**Work Authorization No. 12-05
October 17, 2012
TBI Project No. 4207-1205**

Work Authorized: The Engineer shall provide Design and Bidding Phase services for a New Airport Terminal Building to be constructed at Warren Field. The work performed will consist of Civil, Architectural, Structural and Mechanical/Electrical/Plumbing (MEP), Topographic Surveying, Geotechnical Investigation, and Bidding for the new terminal building.

Talbert & Bright will perform Grant Administration, Coordination and Design/Bidding Services for the Civil site work, which includes minimal demolition, site grading, paving, sidewalk construction, fence modifications utility modifications and sedimentation and erosion control. Specific tasks are shown in the attached manhour estimate.

As a Subconsultant to Talbert & Bright, The Wilson Group will provide Architectural Design, Structural Design (Stewart Engineering), Mechanical/Electrical/Plumbing (Saber Engineering). Stewart Engineering will also provide Geotechnical Investigation Services. Topographic Survey Services will be provided by Mayo and Associates. Design and Bidding Phase services are shown in detail in the attached manhour estimate.

Based on the proposed building size and construction type, a sprinkler system will not be required and services for a sprinkled fire protection system are not included in this work authorization.

Construction administration, RPR and Quality Assurance Testing services are not included in this work authorization and can be added to this work authorization by amendment.

The scope of work is based on the following assumptions:

- Based on preliminary building layouts discussed with the City, the land disturbance will be less than one acre; therefore, permits will not be required for Sedimentation and Erosion Control, however notification letters will be submitted to NCDENR prior to construction commencing.
- Based on preliminary building layouts coordinated with the City, the project is not expected to result a net increase in built-upon area. A preliminary review of State stormwater regulations indicates that under these conditions, a Stormwater Management permit will not be required. For this work authorization it is assumed that stormwater can be managed using the Airport's existing closed pipe system, no stormwater attenuation will be required, and no removal/reduction of Nitrogen and Phosphorus will be required.
- Capacity of the existing water and sewer system are assumed to be adequate to serve the terminal expansion needs, which will include three restrooms and kitchenette area. If it is found that additional capacity is required for water or sewer, design for this work can be added by amendment to this work authorization.
- It is assumed that any fire flow testing will be provided by the Fire Marshall. Cost for obtaining fire flow testing can be added by amendment if required.
- It is assumed that the existing apron grades in the vicinity of the terminal expansion will be adequate to meet NFPA requirements for fueling ramps.
- Landscaping design is not included as part of this work scope.
- The work scope includes attendance at three coordination meetings with the Owner and Architect. Additional meetings can be added to this work authorization on hourly plus per diem basis.

Time Schedule: Final Plans and Specifications shall be ready for advertisement within 18 weeks of written notice to proceed.

Cost of Services: The method of payment for Grant Administration, Coordination, Design and Bidding Phase Services shall be lump sum in accordance with Section V of the Contract. The lump sum fee for Grant Administration Services shall be \$3,480.00. The lump sum fee for the Coordination, Design and Bidding Phase Services shall be \$24,995.00. Subconsultant Services for Architectural and Engineering Services Design and Bidding will be invoiced on a lump sum basis including a 10% administrative charge with a budget of \$73,150.00. Subconsultant Services for Geotechnical Investigation and Topographic Survey will be invoiced at cost plus a 10% administrative charge in accordance with the budgets shown in the Work Hour Estimate. The work authorization also includes a budget of \$900.00 for placing a legal advertisement and \$750.00 for permit fees.

Agreed as to scope of services and budget:

Approved:

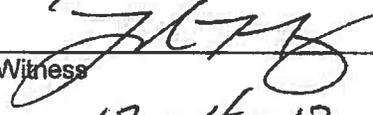
For City of Washington

Witness

Date



For Talbert & Bright, Inc.



Witness

12-4-12

Date



ARCHITECTURE
PLANNING
INTERIORS

THE WILSON GROUP

Proposal for a New General Aviation Terminal
Washington Airport – Working Drawings and Bid Package
Washington, North Carolina

10/17/2012

A. GENERAL

The following proposal is to provide Architectural, Structural, Mechanical, Electrical, Plumbing, and Geotechnical Engineering Design and Contract Administration Services for a new General Aviation Terminal at the Washington Airport in Washington, North Carolina. The following assumptions were made for the purpose of this proposal.

1. The new terminal building will be approximately 3,500 square feet.
2. The design will have a partial second level.
3. The new building will incorporate a covered drop-off area at the main entry.
4. The new design will include the following spaces:
 - FBO
 - (1) Office
 - (1) Counter and waiting area
 - Pilots lounge
 - (1) Lounge
 - (1) Unisex toilet with shower
 - Preflight planning room
 - Radio room
 - Meeting / conference area
 - (1) Conference
 - (1) Kitchenette
 - (1) Storage area
 - Waiting / entry area
 - Lobby
 - Circulation and support spaces
 - Public restrooms
 - (1) Men (2-stall)
 - (1) Women (2-stall)
 - Multi-Purpose room (second level)
 - (1) Kitchenette
 - (1) Storage area
5. The new terminal will be designed to incorporate elements and character of the architecture of Washington, NC.
6. The new design is two stories and will incorporate brick, fiber cement facades and metal roofs.

B. SCOPE OF SERVICES (Architectural and Engineering Package)*

*** Note:** This proposal is through working drawings and bid package only and does **not** include contract administration services.

ARCHITECTURAL PACKAGE

- | | |
|--|---------------------------|
| 1. <u>Schematic Package</u> | <u>\$12,500.00</u> |
| <ul style="list-style-type: none">• Confirm program and provide program analysis• Provide schematic site plan• Provide schematic design concepts drawn freehand• Finalize schematic design• Attend on-site project kick-off meeting• Confirm code requirements and analyze impact on original building• Confirm general and specialty equipment in the project• Confirm building and envelope systems and materials for exterior walls and roof• Confirm type and sophistication of mechanical, plumbing, electrical, fire protection, graphics, security and telecommunication systems• Confirm GA specialty communications including flight service, AWOS, POS, and phone service requirements• Confirm space allocation for engineering systems• Confirm interior finish materials• Confirm type of structure to be utilized• Outline path of development for building thermal envelope design• Confirm boiler plate specifications• Determine project delivery method• Coordinate with authorities having jurisdiction, tenants, City, County and State code officials, Fire Marshall and FAA/NCDOT as required• Provide schematic design drawings• Update project budget• Attend on-site schematic design review meeting and conduct same day Council meeting presentation | |
| 2. <u>Working Drawing Package</u> | <u>\$32,000.00</u> |
| <ul style="list-style-type: none">• General coordination with Engineering• Incorporate modifications from schematic design review• Establish drawing layout methods and conventions• Coordinate location of site grading and underground utilities• Design and document thermal envelope requirements | |

THE WILSON GROUP
Proposal for a New General Aviation Terminal
Washington Airport – Working Drawings and Bid Package
Washington, North Carolina

10/17/2012

- Design and document interior layouts of specialty areas and owner-selected equipment
- Design and document major equipment in project
- Design and document millwork
- Provide technical details and schedules as required
- Conduct an interdisciplinary quality control review
- Provide final background plans to engineers and consultants
- Provide full project documentation on all drawings
- Complete construction drawing specifications
- Provide final construction budget
- Update project renderings as required
- One (1) agency review meeting
- Deliverables to include:
 - 1) Cover and index
 - 2) Appendix B, code compliance supporting data
 - 3) Standard notes and abbreviations
 - 4) Partition types
 - 5) Site plan
 - 6) Phasing plans
 - 7) Life safety plans
 - 8) Floor plans
 - 9) Reflected ceiling plans
 - 10) Finish plans
 - 11) Building elevations
 - 12) Building sections
 - 13) Wall sections
 - 14) Interior elevations
 - 15) Door and window schedules
 - 16) Finish schedules
 - 17) Specifications
- Two (2) design coordination meetings with the Airport

3. Bidding \$3,500.00

- Submit for building permit and respond to reviewer's comments
- Assist in preparation of bid advertisement
- Assist in submittal of plans and specifications to plan rooms
- Assist in distribution of plans and specifications to bidders
- Attend on-site pre-bid conference
- Respond to bidders questions and requests for clarifications
- Prepare addenda as required
- Assist in preparation of bid summary form
- One (1) design coordination meeting with the Airport

ENGINEERING PACKAGE

1. Mechanical, Electrical and Plumbing \$6,500.00

- ***Saber Engineering*** will provide Electrical, Mechanical and Plumbing Engineering services:
- Provide narrative of system designs
- Coordinate location of services and underground utilities
- Design and document major equipment in project
- Provide technical details and schedules as required
- Participate in an interdisciplinary quality control review
- Attend two (2) meetings on-site to review design progress
- General coordination with Architect and other Engineers
- Provide full project documentation on all drawings
- Provide construction drawing specifications
- Answer bid questions

2. Structural \$6,000.00

- ***Stewart Engineering*** will provide Structural Engineering services.
- Provide narrative of system designs
- Analyze sub-surface information and provide design considerations
- Design and document the gravity and lateral design of the structure
- Provide technical details and schedules as required
- Participate in an interdisciplinary quality control review
- Attend one (1) meeting on-site to review design progress
- General coordination with Architect and other Engineers
- Provide full project documentation on all drawings
- Provide construction drawing specifications
- Answer bid questions

3. Geotechnical \$6,000.00

- ***Stewart Engineering*** will provide Geotechnical Engineering services.
- Conduct 2 cone penetration tests including recommending the locations, marking the test locations, and mobilizing the CPT rig
- One CPT to advance 25' below the existing grade, the second CPT to extend to 80' to assess deeper soil conditions and seismic site characterization
- Total of 105 meet of CPT unless refusal is encountered above the planned depth
- Conduct shear wave velocity testing to assess seismic site class and liquefaction analysis
- Provide geologic overview of the subject site
- Provide subsurface conditions encountered, including depth to groundwater

THE WILSON GROUP
Proposal for a New General Aviation Terminal
Washington Airport – Working Drawings and Bid Package
Washington, North Carolina

10/17/2012

- Provide pertinent soil properties
- Provide suitable foundation system(s) with soil bearing capacity and estimated settlements
- Provide slab-on-grade design parameters and recommendations
- Provide liquefaction analysis
- Provide comments relating to adverse geotechnical conditions that could impact development

C. REIMBURSABLE EXPENSES **\$6,000.00**

Reimbursable expenses include expenditures made in the interest of the project. These include, but are not limited to:

1. All expenses for travel - mileage (based on current IRS mileage rate), air fare and lodging expenses in connection with the project.
2. Expense for all printing / reproduction of black and white and color materials made in-house or by other vendors, including reproduction for office use. The following is a list of our in-house charges:
 - \$6.00 per 30 x 42 plot (black and white)
 - \$4.00 per 24 x 36 plot (black and white)
 - \$20.00 per 30 x 42 plot (color)
 - \$15.00 per 24 x 36 plot (color)
 - \$0.10 per 8-½ x 11 (black and white prints)
 - \$1.00 per 8-½ x 11 (color prints)
 - \$0.20 per 11 x 17 (black and white prints)
 - \$1.50 per 11 x 17 (color prints)
3. Delivery service expenses, i.e., USPS, courier, UPS, Fed Ex, etc.

TOTAL A/E FEES (for Basic Services) **\$72,500.00**

D. ADDITIONAL SERVICES

All other services are additional and will be charged at an hourly rate or an agreed upon lump sum amount prior to the start of these services.

Hourly Billing Rates

1. Architectural - \$125.00
2. MEP Engineer - \$125.00
3. Structural Engineer - \$130.00
4. Geotechnical Engineer - \$130.00

THE WILSON GROUP
Proposal for a New General Aviation Terminal
Washington Airport – Working Drawings and Bid Package
Washington, North Carolina

10/17/2012

E. BILLING / SCHEDULE

Billing

The Wilson Group will bill on a monthly basis during the course of the project.

Schedule

The schedule will be as follows:

<i>Phase</i>	<i>Timeframe</i>
• Schematic Package.....	6 weeks
• Working Drawing Package.....	12 weeks
• Owner Review.....	1 week
• Bid Package.....	4 weeks

ACCEPTANCE

Signature in the spaces below indicates acceptance of this proposal by The Wilson Group and Talbert & Bright. Terms and conditions will be subject to our final contract.

SUBMITTED BY:

THE WILSON GROUP ARCHITECTS

TALBERT & BRIGHT, INC.

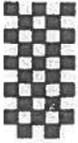


Brian A. Wilson, AIA
President

John Massey

Date: 10/17/2012

Date: _____



Washington: 252-946-3469

Fax 252-975-3736

New Bern: 252-229-0872

October 17, 2012

John Massey
Talbert & Bright, Inc.
4810 Shelley Drive
Wilmington, NC 28403

Re: Topographic Survey on
Terminal Building Site
At Warren Field, Washington, NC

Dear Mr. Massey,

Thank you for asking Mayo and Associates for a Topographic Survey Proposal on the above referenced project site.

To make this project move faster we would request the City of Washington to contact the North Carolina Once Call Center for locating the utilities on the site. In the past the NCOC has give us the run-around when we requested location work for engineering surveys.

Mayo and Associates proposes to do the following work for a Contract Price of \$2,100.00.

1. Tie site control to NCGS "Hill 1963" for vertical control and use NCGS "Washport 1986" and NCGS "Washport AZ MK 1986" for horizontal control.
2. Site work will be performed as outlined in the attached Exhibit "A".

Mayo and Associates can start work on this project after receiving the Notice to Proceed and will have the project completed and in your hands in twenty-one (21) calendar days. Please review our proposal and refer all questions and comments to Martin Mayo at 252-946-3469. If you accept this proposal please sign below and return back to Mayo and Associates.

Our company looks forward to working with you on this project and any other work you may have in Eastern North Carolina.

Sincerely,

Martin Mayo, President

Accepting Proposal: Please sign below and fax (252) 975-3736

John Massey, Project Manager
Talbert & Bright, Inc.

Date

2012-160_1

EXHIBIT "A"

**Scope of Work for Survey
New Airport Terminal Building
Warren Field
Washington, NC
January 19, 2009**

Perform a Topographic Survey in support of a new Airport Terminal Building at Warren Field, including demolition, site preparation and paving modifications. The survey shall include the following tasks:

- a. Perform a topographic survey for the Project Area shown on the attached map in support of design of the new terminal building and site modifications.
- b. Horizontal control shall be based on NAD 83. Vertical control will be based on NAVD 88. Topographic survey will be tied to N.C. coordinate grid and to the Airport's Primary Airport Control Station. Set a minimum of two temporary benchmarks in the project area for use during construction. All temporary benchmarks and monuments used shall be shown on the plan mapping. Monumentation shall include sufficient points outside the limits of the construction indicated so as to survive the construction of the project.
- c. Provide 1/2-foot contours in the project area. Provide spot elevations on a 25' grid within the project area. In addition to the minimum grid locations, elevations shall be taken as necessary to depict all breaks in grade, swales, ditches, culverts, pavement edges, etc.
- d. Perform coordination with utility owners to obtain utility locations (especially underground utilities), and to have the utility owners mark them in the field to then be surveyed
- e. Survey the location of all physical features including ditches (flow line and top of bank), utilities, structures, foundations, culverts, trees, shrubs, fences, gates, power poles and overhead lines, signs, lights, hydrants, drainage structures, manholes, valve boxes, monitoring wells, pavement edges, inlets, fences, bollard, buildings, and all other above-ground features located within the survey areas. Identify the limits of vegetated areas, paved areas, and soil areas located within the survey areas. The surveyor shall provide location, top and invert elevation for all electrical lighting junction boxes, manholes and handholes in the survey areas. The surveyor shall provide locations/elevation/material/size/dimensions of all drainage structures including grate elevations, invert elevations, and pipe sizes in the survey areas. Surveyor shall provide rim and invert elevations of sanitary sewer within the survey limits. For water, sanitary sewer, and storm drain, surveyor shall locate pipes and inlets/structures to nearest structure outside limits of survey, both "upstream" and "downstream" of the project limits.
- f. Provide reference ties to all survey control points so that points could be reestablished in the field if necessary. All level loops should be closed and checked in accordance with good survey practice. Provide traverse data for all level loops.

EXHIBIT "A"

Mapping Requirements:

- a. All survey information should be shown on a finished map and furnished to TBI on a disk and shall be compatible with AutoCAD Release 2010. Maps should be sealed by a registered land surveyor in the State of North Carolina.
- b. Provide an ASCII point file of the survey data and provide a dlm file. The information provided shall include location, elevation, and point description.
- c. Layer names shall clearly identify the item shown on the layer.
- d. Show all planimetric features and utilities.
- e. All contours shall be shown to a 1/2 foot contour interval. All spot elevations shall be shown to the one hundredth.
- f. Time of completion shall be three weeks from Notice to Proceed.

Manhour Estimate
 New Terminal Building - Warren Field
 October 18, 2012
 TBI No. 4207-1205

Description		Prin	PM	GA
Grant Administration				
1	Develop initial grant application and coordinate with Owner and NC Division of Aviation	1	2	8
2	Grant Administration Assistance, including Reimbursement Requests, Updating Grant Budget, Preparing Quarterly Status Reports, etc.	0	2	12
3	Upon receipt of construction bids, prepare grant application paperwork for construction grant and coordinate with Owner and NCDOA	1	2	8
Work Hour Total		2	8	28

Labor Expenses

Classification	Billing Rate	Estimated Workhours	Estimated Cost
Principal	\$175.00	2	\$350.00
Project Manager	\$184.00	6	\$984.00
Grants Administrator	\$72.00	28	\$2,016.00
Subtotal - Labor Expenses		36	\$3,350.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Reproduction	Each	\$0.10	250	\$25.00
Postage	L.S.			\$50.00
Telephone/Facsimile	L.S.			\$50.00
Subtotal - Direct Expenses				\$125.00

Total - Grant Administration

Lump Sum Use \$3,475.00
 \$3,480.00

Coordination, Design (Site Work/Utilities) and Bidding - New Terminal Building

	Prin	PM	E3	SA3
1 Preliminary Coordination with City and NCDOA to research GA Terminal Building layouts and construction costs and develop preliminary project costs for establishment of Insurance claim and grant funding needs for a new Terminal Building	2	8	2	1
2 Coordinate with Architect to Develop Scope of Work, Prepare Work Authorization (complete).	0	2	0	2
3 Develop Survey Work Scope (complete), Coordinate with Surveyor and Airport During Project, Review Survey and Compile with Other Information for Base Drawing.	0	1	4	0
4 On-Site project kick off meeting with Architect/Airport (City of Washington)	2	6	0	0
5 Coordinate with NCDOA to obtain MBE/WBE Project Goals	0	2	0	2
6 Review of Stormwater Management and Sedimentation and Erosion Control Permit Requirements, Submit notification letters to NCDENR prior to commencing construction	0	2	4	0
7 Review Ramp Grades per NFPA Grading Requirements.	0	2	4	0
8 Coordinate Utility Requirements and necessary modifications with City and Architect.	0	2	4	0
9 On-Site Coordination Meetings with Architect/Airport (City of Washington) - 2 Meetings	0	12	6	0
10 Plans (Site Work and Utilities)				
Cover Sheet	0	0	2	0
Project Layout and Safety Plan	0	1	6	0
Phasing Plan	0	1	6	0
Existing Conditions and Removal/Demolition Plan	0	1	6	0
Site Plan, Fencing, and Utilities Plan	0	1	8	0
Apron Paving Plan and Details	0	1	8	0
Utilities Details	0	1	4	0
Fence Details	0	1	4	0

Manhour Estimate
 New Terminal Building - Warren Field
 October 18, 2012
 TBI No. 4207-1205

		0	1	6	0
12	Terminal Access Road Paving/Tie-in Details	0	4	12	6
13	Prepare Specifications: FAA General Conditions, Project Special Provisions, Federal Requirements, DBE Requirements, Site Work Technical Specifications.	0	2	4	0
14	Prepare Engineer's Report and Opinion of Probable Cost for Site Work.	1	3	2	0
15	Complete Quality Control Review.	0	2	2	1
16	Prepare and mail review documents to Airport/NCDOA, Perform Revisions.	0	0	4	1
17	Prepare 7460, Notice of Proposed Construction and Forward to FAA.	0	2	3	2
18	Prepare Final Plans & Specifications, Advertise, Answer Questions During Bidding.	0	6	0	2
19	Attend Pre-Bid Conference.	0	6	2	2
	Attend One Bid Opening and Prepare Bid Tabulation/Award Recommendation.	5	70	103	19
	Subtotal Manhours				

Labor Expenses

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal	\$175.00	5	\$875.00
Project Manager	\$164.00	70	\$11,480.00
Engineer III	\$95.00	103	\$9,785.00
Secretary/Admin III	\$55.00	19	\$1,045.00
Subtotal Labor		197	\$23,185.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Reproduction	Each	\$0.10	3,000	\$300.00
Trip	Each	\$160.00	4	\$640.00
Reproduction Drawings/Exhibits	Each	\$1.00	420	\$420.00
Telephone	L.S.	\$150.00	1	\$150.00
Postage	L.S.	\$300.00	1	\$300.00
Subtotal Expenses				\$1,810.00

Subtotal Coordination, Site Work/Utility Design and Bidding **\$24,995.00**

Subconsultant Architectural and Engineering Services Design and Bidding (Includes 10% Administrative Fee)

Architectural Design and Engineering (The Wilson Group) - See Proposal Attached	
Schematic Package	\$13,750.00
Working Drawing Package	\$35,200.00
Bidding	\$3,850.00
Mechanical, Electrical and Plumbing	\$7,150.00
Structural	\$6,600.00
Reimbursable Expenses	\$6,600.00
Total Architectural Design and Engineering	\$73,150.00

Subconsultant Services Other (Includes 10% Administrative Fee)

Geotechnical Assessment (Stewart Engineering)	\$6,600.00
Topographic Survey (Mayo and Associates)	\$2,310.00



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *[Signature]*
Date: 01-04-13
Subject: Adopt a Resolution Authorizing the Mayor to Sign an Agreement with North Carolina Department of Transportation for Airport Safety/Maintenance Projects.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council adopt the attached resolution authorizing the Mayor to sign the attached Agreement for Airport Safety/Maintenance Projects with the North Carolina Department of Transportation.

BACKGROUND AND FINDINGS:

Please find attached the resolution and agreement mentioned above. This agreement allows NCDOT to make repairs to airport runways and taxiways, as well drainage improvements, at no cost to the City, under the terms of this agreement with the exception of providing assistance in closing runways/taxiways.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

See attached resolution and agreement.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *[Signature]* Concur _____ Recommend Denial _____ No Recommendation 1/5/13 Date

Resolution of the Sponsor

A motion was made by _____
(Name and title)

and seconded by _____
(Name and title)

for the adoption of the following resolution, upon being put to a vote it was duly adopted:

THAT WHEREAS _____ City of Washington _____ (hereinafter referred
(Airport Owner)

to as "Sponsor") has requested the North Carolina Department of Transportation (hereinafter referred to as "Department") to provide and oversee safety improvements on the operational surfaces of the _____ Warren Field Airport _____; and

WHEREAS, the Department has agreed to provide safety improvement services as defined in Paragraph 1 of this Agreement in accordance with the provisions of North Carolina General Statute 63.

NOW THEREFORE, BE IT AND IS HEREBY RESOLVED, that the _____ (Title of Official) of the Sponsor be and he is hereby authorized and empowered to enter into an Agreement with the Department, thereby binding the Sponsor to fulfillment of its obligation as incurred under this resolution and its Agreement with the Department.

I, _____, of the
(Name and title)
City of Washington _____, do hereby certify that the above
(Name of Sponsoring Agency)
is a true and correct copy of the minutes of _____ the Washington City Council
(Name of Authorizing Board)
_____, held on _____ January 14, 2013
of the Sponsoring Agency) _____ (Date of Meeting)

WITNESS my hand and the official seal of the Sponsor.

This the _____ day of _____, 2012.

Signed: _____

S E A L

**AGREEMENT FOR AIRPORT SAFETY/MAINTENANCE PROJECTS
(FIVE YEAR TERM)**

By and Between the
North Carolina Department of Transportation (Division of Aviation)
and the
City of Washington

(Airport Owner)

For the _____ Warren Field Airport
(Official Airport Name)

THIS AGREEMENT, made this the 14th day of January, 2012³
by and between the North Carolina Department of Transportation (Division of Aviation), an
agency of the State of North Carolina (hereinafter referred to as "Department") and the
City of Washington _____ (hereinafter referred to as "Sponsor").
(Airport Owner)

WITNESSETH

WHEREAS, the Department and the Sponsor are concerned with maintaining the facilities of the _____ Warren Field Airport _____ to enhance the safety of the traveling public and flight operations, and

WHEREAS, the Department and the Sponsor may determine that certain paved surfaces and adjacent areas on the airport have aged and deteriorated and are in need of maintenance, and

WHEREAS, pursuant to Article 7 of North Carolina General Statute 63, the Department is authorized to undertake safety improvements of these areas, on publicly owned and operated airports, and

WHEREAS, the Department and the Sponsor desire that the needed improvements be undertaken by the Department in conformance with the provision of North Carolina General Statute 63.

NOW THEREFORE, the Department and the Sponsor do hereby mutually agree as follows:

1. The Department, using NCDOT state forces and/or under a Purchase Order Contract, shall perform improvements to the Sponsor's airport. This work may include, but not be limited to, any of the following:

- Joint and Crack Sealing
- Pavement Repairs and Patching
- Surface Treatments
- Maintenance Overlays
- Drainage Improvements
- Pavement Markings

2. The Department will notify the Sponsor prior to any work being performed.
3. The Sponsor hereby assures the Department that the title to the pavement and adjacent areas are vested under the Sponsor and hereby authorizes the Department and authorized Contractor(s) to enter onto the premises of the Sponsor and accomplish any of the work items as described in Paragraph 1 above.
4. The Sponsor agrees to provide a duly authorized representative who will be present and/or available at all times work is in progress to monitor project operations and assist the Department's representative.
5. The Sponsor agrees to provide a duly qualified operator who will monitor the airport's UNICOM radio transceiver at all times work is in progress and issue airport advisories as necessary on the UNICOM radio transceiver.
6. The Sponsor agrees, when needed, to formally close any runway, taxiway, or apron at all times work is in progress on that pavement and to take appropriate steps to prohibit use of such areas by aircraft and/or ground vehicles.
7. The Sponsor agrees to issue and keep current the necessary Notices to Airmen (NOTAMS) through the Federal Aviation Administration (FAA) until all work is completed and the Department's representative notifies the Sponsor's representative that the affected areas may be returned to service.
8. The Department may, in its sole discretion, determine the design, scope of work, materials to be used, and methods of accomplishing this safety improvement project.
9. To the maximum extent allowed by law, the Sponsor shall indemnify and hold harmless the Department and its officers and employees from all suits, actions, or claims of any character because of injury or damage received or sustained by any person, persons, or property resulting from work performed under this Agreement or on account of, or in consequence of any negligence in safeguarding the performance of said work.
10. At its sole and unlimited discretion, the Department shall have the right to terminate this Agreement and immediately stop all work being performed pursuant to this Agreement.
11. The Sponsor must be in good standing on all State and Federal Grant Requirements and Assurances before any project shall be performed under this agreement.
12. This Agreement shall not be binding upon the Department and the Sponsor, nor any work performed by the Department, until this Agreement has been fully executed by both the Department and the Sponsor.

13. Subject to the provisions of paragraph 10 above, this Agreement will expire five years. Subject to the provisions of paragraph 10 above, this agreement may be terminated by either the Department or the Sponsor by providing written notification of termination. The effective date of termination pursuant to this paragraph shall be the date of receipt of the notice of written termination by the non-terminating party.

IN WITNESS WHEREOF, the Department and the Sponsor have executed this Agreement on the date first written on Page 1 of this.

FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Signed: _____

Title: _____

Attest: _____

SEAL OF THE DEPARTMENT
OF TRANSPORTATION

FOR THE LOCAL AIRPORT SPONSORING AGENCY

Signed: _____

Title: _____

Official Sponsor: _____

Attest: _____

SEAL OF THE SPONSOR



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: January 14, 2013
Subject: Budget Ordinance Amendment Capital Outlay
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a budget ordinance amendment to fund a portion of the current years budgeted installment purchases with fund balance instead of installment financing.

BACKGROUND AND FINDINGS:

Adequate fund balance is available in the General Fund, Water Fund, Storm Water Fund, and Electric Fund and can be used to reduce our installment financing for capital projects by \$733,968. Debt service will be reduced \$42,385 this year and \$169,540/year for the next four.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment
Installment Purchase Analysis

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: Concur _____ Recommend Denial _____ No Recommendation
1/8/13 Date

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

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

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

10-00-3920-9101	Proceeds From Lease Purchase	\$(535,968)
10-00-3991-9910	Fund Bal. Appropriated	<u>505,604</u>
		\$(30,364)

Section 2. That the General Fund appropriations budget be increased or decreased in the following fund accounts and amount:

10-00-4132-7401	Installment Purchases	\$(110,000)
10-00-4260-7401	Installment Purchases	(90,000)
10-10-4310-7401	Installment Purchases	(55,000)
10-40-6110-7401	Installment Purchases	(47,568)
10-40-6125-7401	Installment Purchases	(129,600)
10-40-6130-7401	Installment Purchases	(103,800)
10-00-4132-7400	Capital Outlay	110,000
10-00-4260-7400	Capital Outlay	90,000
10-10-4310-7400	Capital Outlay	55,000
10-40-6110-7400	Capital Outlay	47,568
10-40-6125-7400	Capital Outlay	129,600
10-40-6130-7400	Capital Outlay	103,800
10-50-4020-8000	Proposed Installment Note Payments	<u>(30,364)</u>
		\$(30,364)

Section 3. That the Estimated Revenues in the Water Fund be increased or decreased in the following accounts and amount:

30-90-3920-9100	Installment Note Proceeds	\$(38,000)
30-90-3991-9910	Fund Bal. Appropriated	<u>35,825</u>
		\$(2,175)

Section 4. That the Water Fund appropriations budget be increased or decreased in the following fund accounts and amount:

30-90-7250-7401	Installment Purchases	\$(38,000)
30-90-7250-7400	Capital Outlay	38,000
30-90-4020-8300	Installment Note Principal	(1,800)

30-90-4020-8301	Installment Note Interest	(375)
		\$(2,175)

Section 5. That the Estimated Revenues in the Storm Water Fund be increased or decreased in the following accounts and amount:

34-90-3920-9100	Installment Note Proceeds	\$(30,000)
34-90-3991-9910	Fund Bal. Appropriated	<u>28,312</u>
		\$(1,688)

Section 6. That the Storm Water Fund appropriations budget be increased or decreased in the following fund accounts and amount:

34-90-5710-7401	Installment Purchases	\$(30,000)
34-90-5710-7400	Capital Outlay	30,000
34-90-4020-8300	Installment Note Principal	(1,388)
34-90-4020-8301	Installment Note Interest	(<u>300</u>)
		\$(1,688)

Section 7. That the Estimated Revenues in the Electric Fund be increased or decreased in the following accounts and amount:

35-90-3920-9100	Installment Note Proceeds	\$(130,000)
35-90-3991-9910	Fund Bal. Appropriated	<u>121,842</u>
		\$(8,158)

Section 8. That the Electric Fund appropriations budget be increased or decreased in the following fund accounts and amount:

35-90-8370-7401	Installment Purchases	\$(60,000)
35-90-8375-7401	Installment Purchases	(70,000)
35-90-8370-7400	Capital Outlay	60,000
35-90-8375-7400	Capital Outlay	70,000
35-90-4020-8300	Installment Note Principal	(5,653)
35-90-4020-8301	Installment Note Interest	(<u>2,505</u>)
		\$(8,158)

Section 9. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 10. This ordinance shall become effective upon its adoption.

Adopted this the 14th day of January, 2013.

MAYOR

ATTEST:

CITY CLERK

Fund	Department	Item	Budget	Recommend	Reduction	6/30/2012
						Fund Balance
General	Information Services	Utilities Server	45,000		(45,000)	
General	Information Services	Fiber for Network	65,000		(65,000)	
General	Municipal Building	Replace Chillers	90,000		(90,000)	
General	Police	Two Police Vehicles, #134 & #159	55,000		(55,000)	
General	Powell Bill	Street Sweeper #462	240,000	240,000	-	
General	Library	Server Replacement & PC Virtualization	47,568		(47,568)	
General	Civic Center	Decking Replacement	129,600		(129,600)	
General	Parks & Grounds Maintenance	Storage Bldg. at Complex	9,000		(9,000)	
General	Parks & Grounds Maintenance	Mower	13,000		(13,000)	
General	Parks & Grounds Maintenance	Grapple Hook	2,800		(2,800)	
General	Parks & Grounds Maintenance	Wetlands Boardwalk	19,000		(19,000)	
General	Parks & Grounds Maintenance	Soccer Field Lighting	10,000		(10,000)	
General	Parks & Grounds Maintenance	Waterfront Bathroom Grant Match	50,000	-	(50,000)	
Total General			775,968	240,000	(535,968)	6,142,129
Water	Water Meter Service	3/4 Ton Truck # 413	38,000		(38,000)	1,887,522
Storm Water	Operations	F-150 Truck #457	30,000		(30,000)	299,500
Electric	Substation Maintenance	38 KV Regulators Main Substation	60,000		(60,000)	
Electric	Substation Maintenance	7 EPA Generator Catalyst Installations	190,805	190,805	-	
Electric	Load Management	Load Management Switches	70,000		(70,000)	
Electric	Power Line Construction	Bucket Truck #616	240,000	240,000	-	
Total Electric			560,805	430,805	(130,000)	5,648,682
Cemetery	Operations	1 Ton Dump Truck #513	35,000	35,000	-	14,399
Grand Total			1,439,773	705,805	(733,968)	



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Michael Whaley, Purchasing Agent
Date: January 14, 2013
Subject: Warren Field Airport Hangar Repair
Applicant Presentation: N/A
Staff Presentation: Allen Lewis, Public Works Director

RECOMMENDATION:

I move that City Council authorize the bid award for the repair of the Warren Field Airport hangars to Mosely Construction and approve the purchase order to be written to cover the repair.

BACKGROUND AND FINDINGS:

<u>Vendor</u>	<u>Bid</u>	<u>Start Date</u>	<u>Days to Complete</u>
Mosley Construction	\$34,000.00	Immediately	30 days
Paul Woolard Construction	\$52,030.00	Immediately	90 days

PREVIOUS LEGISLATIVE ACTION

Repairs to hangars 4,5,6, and the Corporate hangar were bid with Mosely Construction being the low bid. Insurance proceeds are adequate to cover these repairs.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Bid tab

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: OC Concur _____ Recommend Denial _____ No
 Recommended 1/8/13 Date

BID TABULATION

Bid for: Warren Field Airport Hangars
Opened: 12/12/2012, 10:00:00 AM

=====

<u>Item</u>	<u>Description</u>	<u>Mosley Construction</u>	<u>Paul Woolard Construction</u>
1	Repair 2 hangars at the Warren Field Airport	\$34,000.00	\$52,030.00

Recommendation: The recommended vendor would be Mosley Construction.

Signed: Michael Whaley



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Joshua L. Kay, City Manager
Date: January 4, 2013
Subject: Adopt - Resolution authorizing the application for NC Rural Center Building Reuse & Restoration Grant for Spinrite

Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that Council adopt and authorize the Mayor to sign the resolution authorizing an application for the NC Rural Center Building Reuse and Restoration Grant for Spinrite.

BACKGROUND AND FINDINGS:

Spinrite, a textile-related industry, desires to expand its presence in the National Spinning building to encompass approximately 330,000 square feet. In order for this expansion to occur, building renovations must occur. Spinrite and National Spinning have approached the City about applying for a NC Rural Center Building Reuse and Restoration Grant in an amount up to \$500,000. The grant will require a 5% match; however, National Spinning has agreed to transfer this amount to the City. Additionally, if awarded, the grant will become a performance loan (exactly like the Weir Valve project) that will require the creation of jobs over a period of time or will require the payback of the "grant" to the City and subsequently to the NC Rural Center.

The resolution attached is required for the application to be reviewed by the NC Rural Center.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

_____ in General Fund Revenue _____ Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Resolution

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JK Concur _____ Recommend Denial _____ No Recommendation
1/8/13 Date

AUTHORIZING RESOLUTION BY GOVERNING BODY OF THE APPLICANT

NC Building Reuse and Restoration Grants Program

WHEREAS, the Occupied Building Category of the Building Reuse and Restoration Grants Program of the North Carolina Rural Economic Development Center is designed to assist with the expansion and renovation of buildings currently in use by companies ; and

WHEREAS, the City of Washington is engaged in activities to assist local industries to increase the number of jobs in the area; and,

WHEREAS, the City of Washington intends to request grant assistance from the Building Reuse and Restoration Grants program for Spinrite, a local industry;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY OF WASHINGTON CITY COUNCIL;

That the City of Washington will provide 5% of the grant amount for the renovation project, if approved for the grant.

That the grantee with assistance from the City and the grant administrator will provide for effective administration, implementation and operation/maintenance of the project.

That the Mayor is hereby authorized to execute and file an application on behalf of the city of Washington with the North Carolina Rural Economic Development Center.

That the Mayor is hereby authorized and directed to furnish such information as the North Carolina Rural Economic Development Center may request in connection with the grant application and project; to make assurances as contained above and to execute such other documents as may be required in connection with the application.

That the City of Washington has substantially complied or will substantially comply with all Federal, State, and local laws, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 14th day of January, 2013.

Archie Jennings, Mayor

ATTEST:

City Clerk