



MARCH 11, 2013
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from February 11 and February 25, 2013 **(page 3)**

Approval/Amendments to Agenda

I. Consent Agenda:

A. Approve – Purchase Orders >\$20,000 **(page 33)**

II. Comments from the Public:

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

A. None –

IV. Public Hearing – Other:

A. Ms. Hilda Martinez – Certificate of Convenience and Necessity for Taxi Latino Cab Service **(page 36)**

V. Scheduled Public Appearances:

A. None –

VI. Correspondence and Special Reports:

A. Memo – Drainage Improvements in Iron Creek **(page 42)**

B. Memo – Belle of Washington Dockage **(page 45)**

C. Memo – Little Washington Sailing Club Dockage **(page 47)**

VII. Reports from Boards, Commissions and Committees:

A. Human Relations Council **(page 49)**

B. Financial Reports **(emailed as available)**

VIII. Appointments:

A. None –

IX. Old Business:

A. Approve – EMS Charges **(page 51)**



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- B. Adopt – Resolution Amending Personnel Policy **(page 53)**
- X. New Business:
 - A. Approve – Siege of Washington Civil War Event **(page 54)**
 - B. Approve – Parks & Recreation Department to apply for a Community Transformation Grant – Bicycle Plan to include a Pedestrian Plan (\$10,000) **(page 56)**
 - C. Approve – Parks & Recreation Department to apply for a Community Transformation Grant – Recreation Master Plan (\$50,000) **(page 57)**
 - D. Adopt/Accept – Resolution of Intent to enter into a Recreational Lease with PTRF **and** Accept the Memorandum of Understanding **(page 58)**
 - E. Award – Installment Financing Bid **(page 79)**
- XI. Any Other Items From City Manager:
 - A. None
- XII. Any Other Business from the Mayor or Other Members of Council
 - A. None –
- 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), NCGS 143-318.11(a)(6) Personnel and NCGS 143-318.11(a)(4) Economic Development
- XIV. Adjourn – Until Monday, March 25, 2013 at 5:30 pm, in the Council Chambers at the Municipal Building.

The Washington City Council met in a regular session on Monday, February 11, 2013 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, 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. Councilman Ed Moultrie was absent.

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 Mercer delivered the invocation.

APPROVAL OF MINUTES FROM JANUARY 14 & 28, 2013

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council approved the minutes of January 14 & 28, 2013 as presented.

APPROVAL/AMENDMENTS TO AGENDA

Councilman Mercer requested the following changes to the agenda:

1. Moved Consent Item D - Authorize – Purchase order to purchase a Ford Explorer through State Contract (\$25,470.50) to New Business Item E.
2. Moved Consent Item E - Approve – Purchase orders to purchase a Ford Cab and Chassis from Pecheles Ford Toyota and a work body from Quality Truck Bodies (\$43,571.14) to New Business Item F.
3. Moved Consent Item F - Approve – Purchase Orders >\$20,000 to New Business Item G.

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

CONSENT AGENDA:

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

Councilman Mercer requested staff research the possibility of transferring the Crown Victoria to the airport as a courtesy vehicle rather than surplus the vehicle. Mr. Kay explained currently we have an SUV that was a surplus vehicle from the Electric Department that is currently serving as a courtesy vehicle. Staff will research and determine which vehicle will best fit the needs of the airport.

A. Declare Surplus/Authorize – Electronic Auction of Vehicle through GovDeals

<u>Vehicle Number</u>	<u>Make/Model Description</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
#413	1998 Dodge Ram 2500 Truck	3B6KC26Z2WM243854	139,177
#457	1998 Ford F150 Truck	1FTZF1762WNB25339	102,218
#605	2000 Ford F750 Bucket Truck	3EDXE75HXYMA22614	129,813

B. Adopt – Budget Ordinance Amendment to paint the street light poles along Stewart Parkway **and** Adopt a Grant Project Amendment to close Weir Valve Grant

AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCE FOR THE NC RURAL ECONOMIC DEVELOPMENT CENTER GRANT GRANT AWARD #2012-220-60501-118 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 following accounts in the Weir Valve grant be increased or decreased by the following amounts to close out this grant:

74-60-3990-9910	Fund Balance Appropriated	\$20,512
74-60-8152-9710	Residual Equity Transfer GF	20,512

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

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

Adopted this the 11th day of February, 2013.

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 or decreased in the following accounts and amounts:

10-00-3990-6300	Residual Equity Transfer from CPF	\$20,512
10-00-3990-9910	Fund Balance Appropriated	(4,512)

Section 2. That account number 10-20-4512-1600, Maintenance/Repair Expense, Street Lighting portion of the General Fund appropriations budget be increased in the amount of \$16,000 to provide funds to repaint the street light poles along Stewart Parkway and adjacent parking lots.

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

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

Adopted this the 11th day of February, 2013.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

- C. Approve – Purchase orders to purchase a Ford Cab and Chassis from Capital Ford through State Contract and a dump body from Quality Truck Bodies (\$32,840.09)
- D. Moved to New Business Item E: Authorize – Purchase order to purchase a Ford Explorer through State Contract (\$25,470.50)
- E. Moved to New Business Item F: Approve – Purchase orders to purchase a Ford Cab and Chassis from Pecheles Ford Toyota and a work body from Quality Truck Bodies (\$43,571.14)
- F. Moved to New Business Item G: Approve – Purchase Orders >\$20,000

COMMENTS FROM THE PUBLIC: None

MR. TOM JOHNSON – YOUNG LIFE (5K COLOR THROW)

Mr. Johnson did not attend the meeting.

MR. MARK HAMBLIN – 2013 UNITED WAY CAMPAIGN

Mark Hamblin, Executive Director of United Way of Beaufort County, stated that with funding for area nonprofit organizations becoming more and more difficult to find, it’s time to revert to a time-honored way of helping those in need. With budgets being squeezed, we’ve got to get back to the way we used to do things. That’s neighbors helping neighbors. That’s the mission statement for the United Way. United Way of Beaufort County raises money and distributes it to groups like Eagle’s Wings, Zion Shelter and Purpose of God Annex Outreach Center. These groups do incredible work and help in time of need. He noted there have been some bumps in the road with some organizations as far as funding goes. He expressed he was afraid to think about what Washington and Beaufort County would be like without these organizations including all the 19 community partners that United Way represents. Mr. Hamblin asked the council members and mayor to help promote and support United Way’s efforts to obtain funding for its partner organizations. “In your position as an elected official, I hope that you will be advocates for us and our community partners and nonprofits in this community because I think you understand, that without these community partners, this community would be a lesser place,” Hamblin said. He continued by saying community members have a responsibility to support the organizations that help them and their community. Mr. Hamblin also thanked the city and its employees for being strong supporters of United Way, presenting the city a plaque in recognition of that support.

Community Partners: American Red Cross, The ARC, Beaufort Mental Health Assoc., Bread of Life Food Pantry, Boy Scouts of America, Boys & Girls Club, Eagles Wings, The Food Bank of the Albemarle, Girl Scouts NC Coastal Pines, Grace Martin Harwell Sr. Center, Higher Heights Human

Services, Habitat for Humanity, Literacy Volunteers, Pamlico Pals, Purpose of God Annex, REAL Crisis Intervention, Salvation Army, Sr. Center, Zion Shelter.

Thanks also to the City’s outstanding United Way Campaign Committee who once again have gone the extra mile to secure contributions for our local United Way – *Tom Amick, Kevin Chapman, Jasper Hardison, Robert Lowe, Gloria Moore, Sharon Probert, Kristi Roberson, Brenda Ruffin, Laura Smithwick, Jerome Tyson, and Hope Woolard.*



(Mayor Jennings, Mark Hamblin, Susan Hodges)

MEMO – CONTRACTS FOR WARREN AIRPORT FUEL

The purpose of this request is to inform City Council of contract commitments for Warren Airport fuel products for the City from February 28, 2013 through March 1, 2018.

Contract awarded as follows:

	<u>Vendor</u>	<u>Cost per Gallon</u>	<u>Estimated Usage/Year</u>	<u>Cost per Year</u>
A.	<u>Eastern Aviation Fuels</u> Jet A Fuel	\$3.25795	8,000 gallons	\$26,063.60
B.	<u>Eastern Aviation Fuels</u> AV Gas 100LL	\$4.13735	16,000 gallons	\$66,197.60
TOTAL				\$92,261.20

Councilman Mercer expressed concern with the length of the contract and the possibility of fuel rates decreasing and being locked in to a higher rate. It was suggested the City Manager and the City Attorney review the contract to verify there is language regarding a termination clause.

Bid for: Aviation Fuel
 Opened: 2:00 pm, Wednesday
 January 16, 2013

<u>Item</u>	<u>Description</u>	<u>Eastern Aviation</u>	<u>AvFuel Corp.</u>	<u>Campbell Oil Co.</u>
1	Jet A Fuel	\$3.25795	\$3.26910	\$3.51400
2	AV Gas 100LL	\$4.13735	\$4.13980	\$4.36200
3	Monthly lease of Jet Fuel Refueler	\$700.00	\$1,250.00	\$670.49

MEMO – AUXILIARY FUNDRAISER

(begin memo from Chief Robbie Rose)In late March, the Washington Fire-Rescue-EMS Auxiliary is planning a fundraising effort in conjunction with Summit Productions. The Summit group will sell portrait packages in our response area and will use the department for the photo sessions. All proceeds are routed through the Auxiliary group who now is a certified 501 (c) (3) non-profit group. The Auxiliary group has worked with Summit Productions in the past and have been successful in the fundraising efforts to provide needed equipment for the department. (end)

HUMAN RELATIONS COUNCIL

Scheduled Public Appearances:

Ms. Beth Byrd discussion on “Taste the Good Life” event to be held on Thursday, February 21, 2013 at the Washington Civic Center from 6:00 to 8:30 pm. This event is similar to the “Taste of Washington” sponsored by the Human Relations Council and Ms. Byrd invited the Human Relations Council to participate with the Washington Harbor District Alliance and Washington/B.C. Chamber of Commerce. The event “Taste the Good Life” will be in observance of George Washington’s Birthday.

Ms. Nancy Daniels, a resident of 323 Martin Luther King Jr. Drive, addressed the Human Relations Council concerning issues occurring in her neighborhood.

Chief Robbie Rose voiced co-partnering with the Human Relations Council to purchase a marker for the burial site of Ed Peed at Beebe Park as a project for next year. Chief Rose stated the estimated cost of the marker would be in the neighborhood of \$595 and would not include any artwork.

By motion of Board member Hughes, seconded by Board member Howard, by consensus, the Human Relations Council approved supporting this project as one of our major events for the next fiscal year.

Discussion –Support of Asheville-Buncombe Community Relations Council (ABCRC)

By consensus, the Human Relations Council agreed not to support Asheville-Buncombe Community Relations at this time due to funding the events planned by the Human Relations Council.

Discussion- Proclamations:

- Human Relations Council Month
- Edward Peed Day
- Brotherhood/sisterhood Week
- ASALH/Black History Month

Board members requested to meet at City Hall on February 11, 2013 for the proclamations signage with Mayor Jennings.

FYI items addressed at this time- inclusive of January report, funds deposited into the Human Relations account from the Christmas Social, financial report, and public notification. (end report)

WASHINGTON HARBOR DISTRICT ALLIANCE –
2012 was marked with WHDA taking great strides in Economic Restructuring

Organizational Changes:

- Elected Chris Furlough as president replacing long term president Ross Hamory. Chris previously served as chair of Economic Restructuring.
- Created a new WHDA Vice President position and elected Trent Tetterton to fill the position. Trent will also serve as chair of Economic Restructuring replacing Chris Furlough.
- Elected long-time Music in the Streets organizer LaVon Drake to chair the Promotions committee.
- Elected Secretary of the CFA Society North Carolina, Clinton Sorenson to serve in the Treasurer position.
- Elected Selden Taylor, of Stocks and Taylor to Co-Chair the Design Committee with Bobby Roberson

Economic Restructuring Team (ERT):

- Petitioned city council and received approval for WHDA to serve as facilitator for the sale of Old City Hall. A suitable buyer was identified and the sale sanctioned by the city council. The new owner will open a landmark “destination restaurant” that will contribute to Washington as a tourist destination. WHDA worked with the new owners to successfully apply for and receive a \$200,000 grant offered through the NC Main Street Center. After many months of the new owner and WHDA working with Main Street, and state and national historical preservation organizations to finalize grants qualification terms and conditions including architectural plans, construction is finally scheduled to begin in early 2013 and be completed in the summer.
- Held meetings of interested parties regarding The Turnage Theater’s foreclosure and collected public input on the future scenarios for this important community cultural and arts asset. Continuing to work with City manager to pursue opportunities regarding The Turnage.
- Recruited and/or assisted several potential restaurant owners in opening new restaurants in the harbor district. Downtown Washington now has more good dining options than at any time in recent history....and yet another will be opening in the summer.
- Working with the city manager, property owners and prospective investors in promoting downtown hotel sites.
- Formed an active Maritime Team sub-committee to specifically address issues associated with our harbor district waterfront.

Maritime Team:

- Completed preliminary design plans for a lighthouse-like structure that will house boater and public bathrooms, and a new dock master station. Held public meetings to get the community’s input. Presented those findings to the Mayor and City Council and received approval to proceed. Applied for and received a \$200,000 CAMA grant for funding the project.
- Provides recommendation to local government on how our waterfront can be utilized to maximize its economic potential for the downtown.
- Formulated a timely report which the city’s parks and recreations department is using as input into a new management plan for the waterfront docks going forward.
- Developed and presented to city management a detailed waterfront lighting plan highlighting deficiencies in current lighting and non-functional fixtures.

- Initiated discussions concerning providing fuel for boaters and a mariners store on the waterfront.

General:

- Organized an ongoing Coffee with Council meeting, giving the downtown businesses an opportunity to meet directly with the Washington City Council and Mayor.
- Updated WHDA organizational and operational by-laws.
- Raised \$45,400 in sponsor donations.
- Campaigned for 72 foot schooner the Jeannie B to make Washington its homeport to support Washington as a tourism destination.
- Published the Beaufort County Wedding Guide to promote Washington as a wedding destination.
- Created a downtown Washington Business Directory.
- Created a music CD to promote WHDA's Music in the Streets (MITS) events and Washington's very talented local musicians who performed at MITS.
- Created new program that celebrates Washington's past by hanging large window displays of historic images in the vacant buildings downtown.
- Participated in Branding initiative for Washington.
- Hosted NC Downtown Development Association Eastern NC Spring Conference.
- Hosted a three part "webinar" (property owners, public sector and tenants (retailers) to-do-list) by Roger Brooks titled "20 Ingredients of an outstanding downtown".

Events:

- Expanded the Washington Marine Market & joined forces with BC Arts Council for all day musical entertainment at the event.
- Held Music in the Streets the third Friday of every month April-October.
- Created a new concert entitled "Downtown Motown" which brought people from the community and surrounding areas together to enjoy a day of Motown music in Festival Park.
- Held the 7th Annual Pickin' on the Pamlico which raised \$5,000 for WHDA
- Worked with the Washington Noon Rotary helping to bring musical entertainment to Friday night of Smoke on the Water.
- Successfully hosted the 2nd Annual Washington Marine Market, which went from break even event to a money maker for WHDA
- Artwalk expanded from two dates a year to four dates a year.
- Added patriotic decorated boat contest to 4th of July event.
- Added Popular 12 days of Christmas scavenger hunt to Hometown Holidays celebration.
- Continued hosting Saturday Market every Saturday and helped to expand the market to Wednesday's at Beaufort County Developmental Center.

WHDA 2013 Board of Directors

Chris Furlough	President
Amy Ward	Secretary
Clinton Sorenson	Treasurer
Trent Tetterton	VP Economic Development
Bobby Roberson	Design Co-Chair
Selden Taylor	Design Co-Chair
LaVon Drake	Promotions Chair
Garleen Woolard	Organization Co-Chair
Rebecca Clark	Organization Co-Chair

EX-OFFICIO

Catherine Glover	Past President/Chamber of Commerce
Josh Kay	City Manager
Lynn Lewis	Tourism Authority

ACTIVE

ADVISORS

Mac Hodges	Promotions
Rich Morin	Logistics
Tom Miller	Sat. Market Manager/LWSS
Doris "Dot" Moate	LWSS
Jayne Meisell	Merchants /Events
Leonard Huber	Sat. Market
David Carraway	IT- Video and Photography assistance
John Schermhorn	Window Clings/Design
Allen Futrell	MITS Music Coordinator
Fred Watkins	Chair Maritime Committee
Bill Sykes	Maritime Committee Past Treasurer
Alexis Sideris Davis	PR
Virginia Finnerty	Merchants, Events

FINANCIAL REPORTS (EMAILED AS AVAILABLE) – No comments at this time.

APPOINTMENTS:

Councilman Mercer noted the Historic Preservation Commission still has a vacant position and he encouraged Council members to recruit members for all of our boards. The Clerk will continue with advertising the vacant position.

OLD BUSINESS: None

APPROVE – RECOMMENDED CHANGES TO EMS CHARGES

City Manager Josh Kay explained EMS Management & Consultants, Inc. provides us recommendations regarding EMS charges. By following the 2013 calendar schedule for Medicare Rates; we should adopt the proposed fee schedule prior to July to enable us to implement fees for the 2013 calendar year. Specifically we are recommending the addition of the ALS Level 2 charge which we

currently do not use, and the increase of the loaded mileage transport fee. All other fees will remain unchanged.

Medicare 2013 Allowable Amounts - EMS Management & Consultants, Inc.

Rural		27889	
Description	2013 Medicare Allowable (Rural)	Current Charge	Recommended Charge 130% of Medicare Fee Schedule
ALS Emg. Transport A0427	\$401.46	\$550.00	\$521.90
BLS Emg. Transport A0429	\$338.08	\$450.00	\$439.50
ALS Level 2 Emg. Transport A0433	\$581.07	No Current Chg.	\$755.39
Urban Mileage or Rural Mileage 18+ A0425	\$7.16	\$13.00	\$13.96
Rural Mileage 1 - 17	\$10.74	\$13.00	\$13.96

CURRENT / PROPOSED CHARGES

Prepared by: Robbie Rose, Fire Chief

Description	Current	Proposed	
ALS Emg. Transport - Co. Resident	\$550.00	\$550.00	
ALS Emg. Transport - Non-Co. Resident	\$655.00	\$655.00	
ALS Level 2 Emg Transport	0	\$755.39	* New
BLS Emg. Transport - Co. Resident	\$450.00	\$450.00	
BLS Emg. Transport - Non-Co. Resident	\$555.00	\$555.00	
ALS Treatment No Transport	\$350.00	\$350.00	
BLS Treatment No Transport	\$250.00	\$250.00	
Patient Transport Mileage Charge	\$13.00	\$14.00	* Change

ALS = Advance Life Support
 BLS = Basic Life Support
 Note: Level 2 ALS transport Involves 3 or more ALS patient procedures
 Note: Level 2 ALS transport charges same for County & Non-County Residents

The request includes adding an advanced-life-support II fee (emergency transport) of \$755.39, which we currently do not charge. The request also seeks to increase the loaded mileage transport fee from \$13 a mile to \$14 a mile. The proposed changes were recommended by EMS Management & Consultants.

Councilman Mercer expressed concerns about the proposed changes, including how they could financially affect the many elderly people who use city-provided EMS. Mayor Pro tem Roberson said “unfortunately someone has to pay, either the individual to the city through Medicare or the City of Washington.”

City Manager Josh Kay suggested the issue be tabled until more information could be gathered.

APPROVE – PURCHASE ORDER TO NEO CORPORATION TO PERFORM THE ASBESTOS ABATEMENT OF THE OLD HEALTH DEPARTMENT (\$27,000)

City Manager Josh Kay explained this project has been going on for awhile and is a FEMA grant project. We are required to remove the asbestos from the facility. The demolition costs are less than \$10,000.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved a purchase order to NEO Corporation in the amount of \$27,000 to perform the asbestos abatement of the Old Health Department located at 403 Harvey Street through a FEMA grant project number PDM-PJ-04-NC-2010-003.

Bid for. Health Department

Date: January 31, 2013

Item Description	NEO Corporation	W. F. Bulow Insp.	Enviro Assessment
Asbestos Abatement	\$27,000.00	\$28,565.00	\$27,165.00
Completion date:	March 8, 2013		

AWARD – AUDIT CONTRACT FOR FISCAL YEAR 2012-2013 (\$33,000)

City Manager, Josh Kay explained that in 2011 the Finance Department went out to bid for an independent auditor to perform the fiscal year 2010-2011 audit and Martin Starnes was awarded the bid. The Request for Proposal stated that the City intended to continue the relationship with the auditor for 5 years on the basis of annual negotiation after the completion of the first year’s audit. The contract is consistent with the bid submitted and we are recommending that Council award the audit contract for fiscal year 2012-2013 to Martin Starnes, & Associates, CPA, PA in the amount of \$33,000.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council awarded the audit contract for fiscal year 2012-2013 to Martin Starnes and Associates, CPA, PA located in Hickory, NC at a cost of \$33,000.

PUBLIC HEARING: KEVIN RICHARDS – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - ECONOMIC DEVELOPMENT & BUILDING REUSE AND APPROVE LANGUAGE ACCESS PLAN

Mayor Jennings opened the public hearing. Kevin Richards came forward and explained that this is the second of two public hearings that are required in the application process for the Community Development Block Grant program. The City is proposing to apply for a \$320,000 grant for the up fit of the former Brooks Boatworks building in the Industrial Park. The total anticipated cost for the up fit is \$640,000. The eligible grant amount is based on a projection of 16 new jobs at \$20,000 per job created by Oak Ridge Metal Works. The company had 9 employees as of December 20, 2012 and will have 25 employees by the time the grant is over. The company will design and build automation equipment for industry.

Mayor Pro tem Roberson inquired if this is a spinoff from Flander’s Filters? Mr. Richards explained he believed this was a separate company. Mayor Pro tem Roberson expressed concern with any possibility of potential findings on this grant. Mr. Richards noted that the information from Oak Ridge Metal Works explained the company was started in 1997.

Councilman Mercer stated we are constantly looking at grants that are creating jobs and it is extremely difficult to follow the job creation path. We need to be extremely careful when looking at these grants and monitor them closely.

Councilman Pitt inquired as to what industry the equipment would be made for? Mr. Richards explained the company will make equipment for different manufacturing companies.

Councilman Brooks inquired about the number of employees and asked if the 9 current employees will count towards the grant? Mr. Richards explained that the 9 current employees will not count, the company will need to create 16 additional jobs for a total of 25 jobs.

Councilman Pitt inquired what was the grant deadline or time to comply with the grant requirements? Mr. Richards stated they have two years to comply with the grant requirements and they will also have the opportunity to request an extension if needed.

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

City Manager, Josh Kay reminded Council that if they wish to apply for the grant, they need to approve the Language Access Plan as well as the resolution for the City of Washington application for Community Development Block Grant funding for the Oak Ridge Metal Works-Building Reuse Project.

Councilman Mercer inquired if there was any cost associated with the grant for the City? Mr. Kay explained there would be an estimated cost of \$25,000 for administering the grant, if we pay an outside agency to administer the grant.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted the resolution for the City of Washington application for Community Development Block Grant funding for the Oak Ridge Metal Works- Building Reuse Project. Motion carried.

Mr. Kay briefly explained the purpose of the Language Access Plan.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council approved the Language Access Plan as presented. Motion carried. **(copy attached)**

RESOLUTION FOR THE CITY OF WASHINGTON APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE OAK RIDGE METAL WORKS- BUILDING REUSE PROJECT

WHEREAS, the City Council has previously indicated its desire to assist in economic development efforts within the City; and,

WHEREAS, the City Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit Oak Ridge Metal Works; and,

WHEREAS, the City Council wishes the City to pursue a formal application for Community Development Block Grant funding to benefit Oak Ridge Metal Works;

WHEREAS, the City Council certifies it will meet all federal regulatory and statutory requirements of the Small Cities Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the City Council that the City of Washington is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for Economic Development to benefit Oak Ridge Metal Works.

Adopted this the 11th day of February, 2013 in Washington, North Carolina.

Attest:

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

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

ADOPT – CITY’S COMPREHENSIVE PLAN UPDATE

Mayor Jennings opened the public hearing. John Rodman, Planning Director explained that council members said the draft plan needed more work and elements added to make it more of a community based plan. Goals and objectives have been added to the following sections of the plan: transportation/mobility, housing/neighborhood, public facilities, commercial/business districts. Mr. Rodman feels these changes make this a more community wide plan. The changes were presented to the Planning Board during their January meeting and the Board voted unanimously to make a recommendation for Council to approve the Comprehensive Plan.

Councilman Mercer commented that page one stated the plan shows 2023 plan. Mr. Rodman said that usually the plans are a twenty year projection, but Planning Board members felt the plan should only reflect at 10 year projection. The plan will be revised to reflect the 10 year plan of 2013-2023. Councilman Mercer also noted corrections need to be made to Catherine Glover’s title. The plan should look beyond the downtown area and it lacks specificity. (He will forward his other corrections to Mr. Rodman.) It has a lot of feel good statements. He further noted he would vote against the plan.

Mayor Pro tem Roberson explained this is a fluid document that references/reflects other documents adopted by the City.

Councilman Pitt asked if the plan is a changeable document and Mr. Rodman assured him the plan could be changed at anytime.

Councilman Brooks expressed that he can appreciate the Planning Board working on this project. He understood that sometime when you work on something it’s hard to come to a clear decision. In some instances you have to vote on some things that you hope maybe it will be changed later, but you know what you’re voting for at that time.

Councilman Moultrie thanked the Planning Board and staff for all of their hard work in preparing this document.

Dot Moate suggested sending the plan back to the Planning Board for additional review and possible revision. The council rejected her suggestion due to the Planning Board voting unanimously to approve and submit the plan to Council for consideration.

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

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council accepted the recommendation of the Planning Board and adopted the City’s Comprehensive Plan as provided with the corrections to be made that were outlined by Councilman Mercer. Motion carried 4-1 with Councilman Mercer opposing.

ADOPT/AUTHORIZE – ADOPT A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AND AUTHORIZE MATT RAUSCHENBACH TO ACT AS THE AUTHORIZED AGENT

Mayor Jennings opened the public hearing.

Josh Kay, City Manager explained this request is to refinance the USDA Loan that was used to construct Fire Station #2. Refinancing the loan, would allow the city to save money and pay off the loan 11 years sooner than originally expected. City Manager Josh Kay said the city would save \$1.3 million over the life of the loan by refinancing it. It is requested after the public hearing, that Council adopt a resolution authorizing the filing of an application for approval of a financing agreement as authorized by NCGS 160A-20 for the issuance of an installment purchase contract to refinance the USDA Loan . It is further requested that Council authorize Matt Rauschenbach to act as the authorized agent for this application. This resolution of findings along with a public hearing on the refinancing are requirements of the application of approval of installment purchases by the State of NC Department of State Treasurer, Local Government Commission. The application is scheduled to be submitted to the LGC February 14th and will be on the agenda for the LGC's review on March 5th.

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

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted a resolution authorizing the filing of an application for approval of a financing agreement authorized by NC General Statute 160A-20 for the issuance of an Installment Purchase Contract to refinance the USDA loans for the construction of Fire Station 2 and authorized Matt Rauschenbach to act as the Authorized Agent for this application.

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR
APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH
CAROLINA GENERAL STATUTE 160A-20**

WHEREAS, the City of Washington, North Carolina desires to refinance the USDA loans for Fire Station 2 (the "Project") with the proceeds from the issuance of an Installment Purchase Contract purchased by a single financing institution to better serve the citizens of Washington; and

WHEREAS, The City of Washington desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Washington, North Carolina, meeting in regular session on the 11th day of February, 2013, make the following findings of fact:

1. The proposed contract is necessary and expedient because the USDA loans can be refinanced at a lower interest rate with the same annual payments and result in the debt being repaid eleven years earlier.
2. The proposed contract is preferable to a bond issue for the same purpose because the issuance cost and interest rate is higher for general obligation bonds and the issuance of an Installment Purchase Contract can be done in a more expedient manner.
3. Based upon information provided to the Council, the costs of the financing described above is favorably comparable to the costs associated with other alternative means of financing and is acceptable to the Council.
4. The City of Washington's debt management procedures and policies have been carried out in strict compliance with law.

6. No increase in ad valorem taxes is necessary to service this debt.
7. The City of Washington is not in default in any of its debt service obligations.
8. The attorney for the City of Washington will render an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to act on behalf of the City of Washington in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 11th day of February, 2013.

The motion to adopt this resolution was made by Councilman Mercer, seconded by Mayor Pro tem Roberson and passed by a vote of 5-0.

Attest:

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

**AWARD - FINANCING BID FOR INSTALLMENT FINANCING USDA
REFINANCE(\$2,075,000)**

Council agreed to refinance the USDA loans in the January Council Meeting. Four proposals were received from financial institutions (see bid tab) on January 30, 2013. The budget ordinance amendment appropriates the payoff of the USDA loans and debt service for the new loan. Closing costs of \$7,900 will be paid from loan proceeds.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council awarded a \$2,075,000 installment purchase financing bid to BB&T contingent on approval from the LGC, adopted a resolution approving financing terms, authorized the C.F.O. to execute the necessary documents to close this transaction, and adopted a budget ordinance amendment.

**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 to pay off the USDA loans:

10-00-3920-9101	Proceeds From Lease Purchase	\$2,067,100
10-00-3991-9910	Fund Bal. Appropriated	<u>561,855</u>
	Total	\$2,628,955

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

10-50-4020-8002	Principal Payment USDA Loan	\$2,598,400
10-50-4020-8005	Interest Payment USDA Loan	(18,149)
10-50-4020-8100	Principal Payment Notes	33,031
10-50-4020-8300	Interest Payment Notes	<u>15,673</u>
	Total	\$2,628,955

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

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

Adopted this the 11th day of February, 2013.

Attest:

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

RESOLUTION APPROVING FINANCING TERMS

WHEREAS: The Washington City (“City”) has previously determined to undertake a project for refinancing the City’s existing USDA debt (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company (“BB&T”), in accordance with the proposal dated January 30, 2013. The amount financed shall not exceed \$2,075,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.58%, and the financing term shall not exceed 15 years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and Deed of Trust and a Project Fund Agreement as BB&T may request.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.
4. The City shall not take or omit to take any action the taking or omission of which shall cause its

interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as “qualified tax-exempt obligations” for the purpose of Internal Revenue Code Section 265(b)(3).

5. The City intends that the adoption of this resolution will be a declaration of the City’s official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City’s general fund, or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 11th day of 2013.

Attest:

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

DISCUSSION REGARDING VEHICLE PURCHASE REQUESTS

Councilman Mercer noted that he had asked the Manager earlier about the requests for vehicle purchases and was curious why the State contract price and the local price was different for the two truck cabs. He continued to explain that he didn’t have the specifications for the vehicles when he asked that question. Now that he has seen the specifications for truck #513 and #619, he understands why there is a price difference. One truck calls for a dual rear axle and is a one ton truck. Currently, vehicle #619 is a Ford F-150 ½ ton pickup truck. Councilman Mercer requested justification in moving from a ½ ton to a one ton pickup truck with a big work body. He suggested that Council continue the requests for the vehicle purchases until the requested information has been received. He also suggested that the vehicles used need to be standardized and he referenced the different types of SUV’s in the Electric Department.

Mayor Jennings suggested that Council provide the standard guidance to staff for the City’s vehicle fleet. In the meantime staff has requested vehicle purchases tonight.

(Moved From Consent Item D -) AUTHORIZE – PURCHASE ORDER TO PURCHASE A FORD EXPLORER THROUGH STATE CONTRACT (\$25,470.50)

Mr. Kay explained the Electric Department currently has four SUV’s. The request tonight is to replace a Ford Explorer with a Ford Explorer. Councilman Mercer requested justification as to why a Jeep Liberty could not be used instead of the Ford Explorer. Keith Hardt, Electric Director said the Jeep Liberty is in the Meter Dept. which doesn’t have to carry the same type of equipment. Mr. Hardt said the Ford Explorer is their standard vehicle, but for two years this vehicle was not on State contract. The extension sticks and fiberglass sticks will not fit in the Jeep Liberty. Mayor Jennings said information like this would be helpful for Council in standardizing vehicles. Mr. Hardt said that State contracts don’t always have the same type of vehicles every year.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council authorized the purchase of a Ford Explorer through State contract 070G Item 62. Motion carried 4-1 with Councilman Mercer opposing.

Vendor	Cost Per Unit	Delivery	Less Trade-In
Capital Ford	\$25,470.50	90 days	N/A
Grand Total	\$25,470.50		

(Moved From Consent Item E) - **APPROVE** – **PURCHASE ORDERS TO PURCHASE A FORD CAB AND CHASSIS FROM PECHELES FORD TOYOTA AND A WORK BODY FROM QUALITY TRUCK BODIES (\$43,571.14)**

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the purchase orders to purchase a Ford Cab and Chassis from Pecheles Ford Toyota and a work body from Quality Truck Bodies. This vehicle will replace vehicle #619.

Vendor	Cost Per Unit	Delivery
Pecheles Ford Toyota	\$33,267.96	60 -90 days
Quality Truck Bodies	\$10,303.18	14-21 days
Grand Total	\$43,571.14	

(Moved From Consent Item F) - **APPROVE** – **PURCHASE ORDERS >\$20,000**

Requisition #12105, \$45,875.32, to Butler Chrysler Dodge Jeep for two Dodge Chargers for the Police Department to replace vehicle #134, a 2005 with 121,232 miles, and #159, a 2005 with 106,022 miles and currently out of service mechanically. The vehicles will be purchased through the State contract and \$55,000 is budgeted for the purchase in 10-10-4310-7400.

Requisition #12472, \$20,550, to Booth & Associates for engineering services on substation rebuild, accounts 35-90-7220-0400 & 35-90-8370-0400. Mr. Kay explained the request is actually for the main substation at the Wastewater Treatment Plant being there are currently some problems with that substation. Councilman Mercer explained the budget book calls for the substation at White Post, but he is okay with the change as long as the funds are there.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved the following purchase orders #12105 and #12472.

ANY OTHER ITEMS FROM CITY MANAGER: NONE

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL DISCUSS – USE OF FEMA LOTS AS COMMUNITY GARDENS

Councilman Pitt discussed the potential use of FEMA lots as community gardens for non-profits and possibly partnering with the Master Gardeners Program. There are currently 40 FEMA lots being mowed. The lots are usually mowed twice a month during the growing season. Mayor Pro tem Roberson said he is not opposed to this type of activities, but we need to look at other municipalities who have had this type of project. He expressed concern with people taking items from the garden that doesn't belong to them. Concern was also expressed for clearing the garden after the growing season. A possible solution would be to sublease the lot to an adjoining residential property owner. Councilman Brooks agreed that allowing the adjoining property owner to lease the lot would be more beneficial to the City. Councilman Mercer suggested that the Master Gardener program adjacent to the Airport could

be expanded as a much more viable approach. Councilman Pitt will report back to Council regarding the location of the 40 FEMA lots.

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), AND NCGS 143-318.11(A)(4) ECONOMIC DEVELOPMENT

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council entered into closed session at 6:45 pm under § NCGS 143-318.11(a)(3) Attorney Client Privilege – including City of Washington vs. Anne & Harry Meredith, et al (08-CVS-105), and NCGS 143-318.11(a)(4) Economic Development.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to come out of closed session at 7:45pm.

ANNOUNCEMENTS:

Project Next Step’s graduation ceremony will be held February 20, 2013 at 4:00pm, Fire Station #1.

ADJOURN

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting until February 25, 2013 at 5:30pm in the Council Chambers at the Municipal Building.

(subject to approval of City Council)

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

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

February 25, 2013

The Washington City Council met in a continued session on Monday, February 25, 2013 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Edward Moultrie, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Josh Kay, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

Mayor Pro tem Roberson was absent.

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

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

APPROVAL/AMENDMENTS TO AGENDA

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

MEMO: SEATOW PAMLICO DOCKAGE

Josh Kay, City Manager reviewed the memo from Kristi Roberson, Parks and Recreation Manager and explained the new SeaTow Pamlico Docking agreement is identical to previous agreements. The new docking agreement will be for the period of April 1, 2013 – March 31, 2014.

(Begin memo)SeaTow Pamlico, dba Inland Enterprises, LLC wishes to execute a Waterfront Docking agreement with the City of Washington.

During the past year SeaTow Pamlico has been an invaluable resource to the Waterfront Docks Division, giving advice and assistance to the staff and boaters alike. Dock Attendants have requested logs to be removed from the docks an average of once per month via work order and other times while Larry Williams, Owner, was on site.

SeaTow continues to be an asset in the community as well. During recent Storms, his expertise has guided planning and recovery. His experience and contacts with other marinas has been a good resource when comparing policies, rules and regulations. His availability in the area has enabled him to be of assistance to our “resident” boaters as well as the community at large.

In addition to the usual benefit, SeaTow also implemented the Automated Radio check system. This system aids the hailing and distress channel (16) by cutting down the amount of radio traffic

on its frequency, which allows the USCG more open air time for vessels in need of emergency assistance. This system provides radio checks 24/7. This system has now been implemented nationwide and more boaters are becoming familiar with its use. The use of this system puts Washington on the map for transient boaters, as the Washington site answers the radio check. (end memo)

Councilman Mercer expressed concern about a radio system installed within the past year, he asked if that system has been installed on city property. Staff will follow up with the location of the radio system. “The only reason I asked the question is we started out giving them a dock and they were going to help us. If they’re expanding this thing little by little by adding in bases for radio systems and so forth, I think we really need to look at those every time. I don’t have a problem with having the radio system there, but if it is on our property, I think we need to know about it.” Staff will proceed with the renewal of the agreement.

DISCUSSION: LOCATION FOR PROPOSED NEW JAIL FOR BEAUFORT COUNTY

City Manager, Josh Kay explained that Beaufort County Commissioners have voted to approve the construction of the new County jail at the City/County owned Industrial Park. Mayor Jennings welcomed Sheriff Jordan and two of his deputies to the meeting tonight. The City was not consulted before the Commissioners voted to locate a new county jail at the Beaufort County Industrial Park.

Councilman Mercer stated he was quoted in the paper by saying he felt the Council didn’t need to interfere with the County in determining the specifics of the jail. However, he did feel a little put out when the City is almost a half owner of the Industrial Park and the decision was made by the County to construct the new jail there with absolutely no discussion with the Council at anyway. If there had been some earlier discussion, the City and County could’ve discussed the proposed placement of the jail on the jointly owned property.

Councilman Moultrie agreed that the Council doesn’t need to get into specifics regarding the jail, but the City should’ve been consulted regarding locating at the Industrial Park. When you think about the Industrial Park, one thinks of businesses being located there, not a jail. He agrees that the County needs a new jail, but possibly at another location other than the Industrial Park.

Councilman Pitt agreed that the jail needs to be replaced. Councilman Brooks feels the Industrial Park is not the place for the jail to be built.

Mayor Jennings summarized that the Council is only concerned with the location of the jail being built at the Industrial Park, not the design/size. He suggested possibly scheduling a public comment period to discuss the location of the jail. We are concerned because the City owns part of the Industrial Park and as stakeholders, we should’ve been consulted.

Sheriff Jordan explained that it is not feasible, from a safety or functional standpoint, to build/expand at the current location. During major storm events the courthouse/jail is

surrounded by water. We need to look for a place on higher ground, with room to expand in the future. He urged Council to do all they could to keep the process moving along.

DISCUSSION: PERSONNEL POLICY

City Manager, Josh Kay explained that this policy has been under review for at least 18 months. The legal review has been completed and Mr. Kay thanked Susan Hodges, Human Resources Director for her work on this project. Supervisory training is scheduled in mid-March and staff would like to have the document approved at the March 11th Council meeting.

Councilman Mercer stated that by and large, this document does everything that Council has asked staff to do and we should adopt the policy on March 11th.

Councilman Brooks expressed concern with the use of the words: shall, should and may. He stated he was concerned that using the wrong word or words in the policy could prevent some City employees from receiving incentives such as longevity pay.

Mr. Kay said using the word “shall” in the personnel policy could be construed as a contractual obligation between the city and its employees. The personnel policy is a guideline, not a contract between the City and its employees, he said.

Councilman Moultrie stated the he finds comfort in using ‘shall’ versus ‘should.’

Mayor Jennings said the city must balance its desire to provide incentives and perks to City employees with advice it’s receiving from Robin Davis, the labor-law attorney advising the City on revisions to its personnel policy. “Because I understand, for instance, Councilman Moultrie where you gain greater comfort from that, and I fully understand that, but at the same time we draw great comfort from being in line with our attorney’s recommendation, so we’ve got to balance those two.”

Councilman Pitt said the revised policy is a flexible one and can be changed should that need arise.

Council members agreed to further review the matter and be prepared to discuss more it at the Council’s March 11th meeting, when the revised policy could be adopted by the Council.

Personnel Policy *PROPOSED* February, 2013 - Substantive Changes

Article I. Section 2. Add statement regarding At-Will Employment

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

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

Article III. Section 1. Clarification that all changes to the Pay Plan shall be approved by City Council.

Article III. Section 4. Probationary Raises

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

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

Article III. Section 7. Educational Attainment Incentive Pay – added reference to currently adopted plan

Article III. Section 8. Effect of Promotions, Demotions etc. on Salary

- Changed wording for salary adjustments from “shall” to “should ordinarily” - per recommendation of employment law attorney

Article III. Section 9. Reclassifications and Salary Range Revisions

- Changed wording for salary adjustments from “shall” to “should ordinarily” - per recommendation of employment law attorney

Article III. Section 11. Pay for Part-time and Temporary Work – Added the following existing practice to policy - *Part-time employees who are members of the North Carolina Local Governmental Employees’ Retirement System (LGERS) shall paid at least at the minimum rate of the established salary range for the classification after twelve months of employment.*

Article III. Section 12. Overtime Pay Provisions

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

Article III. Section 15. Call Back Pay

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

Article III. Section 16. Holiday Premium Pay (*New section*)

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

Article III. Section 17. Pay for Acting Assignment in a Higher Classification (temporary promotion) – *New*

Article III. Section 18. Longevity Pay

- Changed wording from shall to may if appropriated in City budget -per recommendation of employment law attorney
- Added provision that employees are not eligible for Longevity until they have completed 5 years of continuous full-time service and providing that employees hired prior to Jan. 1, 2013 (effective date of the new policy) are grandfathered under the prior plan.

Article IV. Section 3. Recruitment and Application

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

Article IV. Section 5. Probationary Period

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

Article V. Section 2. Attendance - NEW – drafted by employment law attorney

Article V. Section 4. Alcohol & Drug Free Policy – Inserted policy statement and referenced previously adopted “free standing” policy/procedure

Article V. Section 7. Soliciting Funds – Deleted this section – per recommendation of employment law attorney

Article V. Section 7. Outside Employment

- Added requirement for annual update and approval
- ~~Prohibit outside employment activities during City FMLA and Workers Comp leave~~ – removed per advisement of employment law attorney; added language elsewhere to address abuse of leave privileges

Article V. Section 9. Relationship / Nepotism Policy- *Previously titled Limitation of Employment Relatives Policy*– drafted by employment law attorney with some modifications incorporating current City policy and changing shall to should not ordinarily.

Article V. Section 11. No Sexual Abuse / Minor Protection Policy – Inserted from previously adopted “free standing” Youth Protection policy/procedure

Article V. Section 12. Workplace Violence – Inserted from previously adopted “free standing” policy/procedure

Article V. Section 13. Prohibition of Weapons

Article V. Section 14. Residency Requirement – Reference to City Code

Article V. Section 15. Travel Time and Expenses

- Added more specific details / reference to travel policy

Article V. Section 17. Use of City-Owned Vehicles – Creates two categories of employees driving vehicles home:

- Non Emergency Personnel
- Emergency Personnel
- Add provision that at no time shall an employee living more than 20 road miles of the City limits from City Hall (102 E. 2nd Street) be allowed to drive a vehicle home. (~~consistent with Residency Code~~)

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Article V. Section 18. City Provided Cellular Telephone / Electronic Mobile Devices- New

Article V. Section 19. Internet, E-Mail, Telephone, and Other Communication Systems - NEW

Article V. Section 20. Social Media Policy - NEW - drafted by employment law attorney

Article VI. Section 1 Holidays

- Changed Good Friday Holiday to Easter Holiday (observed on Good Friday) primarily for purposes of clarity of when holiday premium pay is due
- Updated Fire Dept. holidays to include 9 – administrative oversight when Veterans Day was added.
- Eliminated holiday pay for part-time employees

Article VI. Sections 2 & 3 Vacation Leave & Sick Leave

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

Article VI. Section 4. Shared Leave

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

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

Article VI. Section 6. Leave Without Pay – New

Article VII. Employee Benefits –added the following:

“The provisions of all benefits are subject to change and modification at the discretion of the City, with or without advanced notice. The provisions of any benefits are further subject to funding appropriation and budget constraints.” per advisement from employment law attorney

Article VII. Section 5. Retiree Insurance Benefits added the following:

“As with other benefits, the provision of and the terms of retiree insurance is subject to change at any time, with or without notice. The ability of the City to provide retiree coverage is further dependent upon budget appropriations from year to year and approval by the City Council.” – per advisement from employment law attorney.

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

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

Article VII. Section 14. Lactation Policy – New in accordance with the Patient Protection and Affordable Care Act amended March 2010- drafted by employment law attorney

Article VII. Section 15. Car Allowance / Travel Bonus – Removed specific reference to City Manager since this is normally a part of the employment contract if applicable.

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

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

Article VIII. Section 2. Reduction in Force – policy revised and added to Personnel Policy instead of separate/free standing policy. Changed severance payment from shall to may and eliminated specific terms and conditions as these will need to be authorized by City Council at time of the RIF – per advisement from employment law attorney

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

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

Article IX. Section 8. Exempt Employee Suspension – Removed this section as not necessary according to FLSA - per advisement from employment law attorney

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

- Extended response time to 10 days
- ~~Added procedure for Department Heads and other employee situations in which the City Manager had significant involvement in determining disciplinary action~~ - removed per advisement of employment law attorney

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

PUBLIC HEARING: ECONOMIC DEVELOPMENT – PROJECT BLUE GOOSE

Mayor Jennings opened the public hearing. Bob Heuts, Beaufort County Economic Development Director reviewed Project Blue Goose with Council.

Blue Goose Incentives

(2 companies – Pronamic Industries and Oak Ridge Metal Works)

- Opportunity for Washington in the form of jobs and investment
- How?
 - 1) Purchase the Spec building
 - 2) Upfit the Spec building
 - 3) Add jobs at or above average wages for the County
 - 4) Purchase the Brooks Boatworks building
 - 5) Upfit the Brooks Boatworks building
- Incentives where public dollars are used to entice private investment is not a popular concept.
- N.C. Statutes do allow counties and cities to get involved financially if there is a public purpose.
- The public purpose in this case is the opportunity for new investment and jobs that in turn will bring new revenue to the City that can then be used to provide necessary services to Washington citizens.
- Why should the City of Washington or any other City get involved in economic development projects? Manufacturing is different than a Wal-Mart, CVS or McDonalds. Manufacturing, for the most part, can locate anywhere. They need skilled people and transportation access to move product.
- There are many places in the world that can provide those services. This project has indicated that Lancaster, SC is interested in having Blue Goose locate in their community.
- Washington has competition, therefore the need to look closely at how we can compete for this project.
- This afternoon, you will hold a public hearing to hear comments about a proposal to grant project Blue Goose \$97,183 over the next five years for a \$9.4 million dollar investment and jobs created.

- The grant of \$97,183 is valued at 50% of the total taxes the project will pay over the next five years. A spreadsheet in your package contemplates investment in real estate and machinery.
- The proposal is to pay this amount out over five years, roughly \$20,000 per year as long as the investment is on the tax books and a minimum number of jobs are created.
- In your packet is a notice for a public hearing, calculations for this local incentive and a summary of other items to entice Blue Goose to locate in Beaufort County.
- We will discuss a few of the others later in the meeting.
- Your packet also includes a resolution that authorizes the City to participate in an economic development project with Blue Goose, which you will consider after the public hearing.
- If approved, then staff and the attorney will develop an agreement between the company and the City. The agreement will stipulate our expectations of the company, including the investment and jobs. Then, the City’s commitment to provide a grant to be paid out over the next five (5) years. This contract will be presented to you at the next meeting in March.

Mr. Heuts said he understands that such incentives are not popular with many people, including taxpayers. Incentives are needed at times to help recruit a new industry or business when other places are seeking the same industry or business.

Councilman Mercer expressed concern about the City possibly being liable for repaying all or part of the grant funding should Project Blue Goose not meet its job-creation obligations under the grant conditions. He feels that the City and the County should be in a position that they have a lien against the physical assets of that company so that we have something in hand that allows us to recoup our money if those situations do occur.

Mr. Heuts said he believes such safeguards will be in place once the agreements have been finalized. Those agreements will come back to Council for final approval. Pronamics Industries is a filter-media company. Oak Ridge Metal Works is a metalworking company. The two would provide jobs at or above the average wage in the County.

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

PUBLIC HEARING: CLOSE-OUT OF TALENT ENHANCEMENT CAPACITY BUILDING GRANT

Mayor Jennings opened the public hearing. John Rodman, Community/Cultural Resources Director explained that the purpose of the Talent Enhancement Capacity Building Grant was to provide local governments the ability to develop appropriate and competitive CDBG grants. To administer those grants, aid in grant writing, develop economic analysis, and prepare feasibility studies.

The City has been working on the Talent Enhancement project in conjunction with East Carolina University. The City was awarded \$50,000 in grant funds with no local match required.

All funds have been expended and approved activities completed. The City would like to complete the close out procedures and the public hearing is consistent with the procedures and the original project timeline. No further action is required by Council.

Approximately \$22,212.39 in funds were spent and the remaining funds will be returned to the state. Funds could only be expended for items listed in the grant.

There being no public comment, Mayor Jennings closed the public hearing.

REQUEST AND REMINDER:

Councilman Brooks – Requested an update on Iron Creek for the March 11th, 2013 City Council meeting.

Lobby Day, March 6, 2013.

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); AND 143-318.11(a)(4) ECONOMIC DEVELOPMENT

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council agreed to enter 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; and 143-318.11(a)(4) Economic Development at 6:20 pm.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to come out of Closed Session at 7:00 pm.

ADOPT RESOLUTION – PROJECT BLUE GOOSE

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council approved the Resolution Authorizing the City of Washington (City) to Participate in an Economic Development Project (Project Blue Goose) with Beaufort County, Blue Goose, LLC, Pronamic Industries, LLC, and Oak Ridge Metal Works, LLC and to Contribute Economic Development Incentives to Blue Goose, LLC for project Blue Goose.

**STATE OF NORTH CAROLINA
CITY OF WASHINGTON**

RESOLUTION AUTHORIZING THE CITY OF WASHINGTON (CITY) TO PARTICIPATE IN AN ECONOMIC DEVELOPMENT PROJECT (PROJECT BLUE GOOSE) WITH BEAUFORT COUNTY, BLUE GOOSE, LLC, PRONAMIC INDUSTRIES, LLC, AND OAK RIDGE METAL WORKS, LLC AND TO CONTRIBUTE ECONOMIC DEVELOPMENT INCENTIVES TO BLUE GOOSE, LLC

WHEREAS, North Carolina General Statute § 158-7.1(a) authorizes a city to undertake or participate in economic development projects and to make appropriations for the purposes of aiding or encouraging the location of manufacturing and industrial enterprises as well as plants or other public purposes which, in the discretion of the governing body of the city, will increase

the population, taxable property, agricultural industries and business prospects of the city or otherwise benefit the public.

WHEREAS, the City is interested in increasing investment in and opportunities for new jobs for its citizens.

WHEREAS, the City Council has held a public hearing to consider whether to participate in Project Blue Goose and, as part of that participation, to appropriate as well as expend up to \$97,183 in economic development incentives over a five (5) year period to reimburse Blue Goose, LLC for a portion of the cost to acquire, retrofit, and develop, including to invest in certain machinery and equipment to enhance, manufacturing facilities for Pronamic Industries, LLC as well as Oak Ridge Metal Works, LLC that are or will be located in the Industrial Park.

WHEREAS, Project Blue Goose proposes that up to \$9,400,000 will be invested, and as many as 100 jobs will be created, by Blue Goose, LLC, Pronamic Industries, LLC, and Oak Ridge Metal Works, LLC, collectively.

WHEREAS, said economic development incentives will be conditioned upon Blue Goose, LLC, Pronamic Industries, LLC, and Oak Ridge Metal Works, LLC satisfying certain performance requirements including, but not limited to, the creation of a certain number of jobs and the investment of a certain amount of money for the acquisition of, and upgrades as well as improvements to, certain facilities. These performance requirements will be contained in one or more contracts between the parties named hereinabove and/or State agencies.

WHEREAS, said collective investment of Project Blue Goose is anticipated to generate up to \$194,366.00 in new revenue to the City over said five (5) year period.

WHEREAS, Project Blue Goose will help to stimulate, diversify, and stabilize the local economy; strengthen the local tax base; promote business in the City as well as Beaufort County; and result in the creation of a substantial number of new, permanent jobs in the City as well as Beaufort County.

WHEREAS, the City will fund and expend said economic development incentives with available revenues from its General Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, this 25th day of February, 2013, as follows.

Section 1. The City is authorized to contribute up to \$97,183 of City funds for the above described Project Blue Goose and shall adopt a budget ordinance amendment to appropriate the funds necessary for said contribution.

Section 2. The actual amount of said contribution is contingent upon the amount of money invested (up to \$9,400,000), the generation of new revenue to the City (up to \$194,366), and the number of jobs created (as many as 100) by Project Blue Goose. Said contribution is also contingent upon the parties named hereinabove and/or State agencies entering one or more contracts that require Blue Goose, LLC, Pronamic Industries, LLC, and Oak Ridge Metal Works,

LLC to meet certain performance requirements related to investment and job creation and that are consistent with applicable State law, including North Carolina General Statute § 158-7.1(h).

Section 3. The Mayor or other appropriate City official is hereby authorized to execute any document or contract that is deemed necessary to effectuate this Resolution upon presentation of the same to and final approval from City Council.

Adopted this 25th day of February, 2013.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

ADJOURN – UNTIL MONDAY, MARCH 11, 2013 AT 5:30 PM IN THE COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting until Monday, March 11, 2013 at 5:30 pm in the Council Chambers at the Municipal Building.

(Subject to the Approval of the City Council)

Cynthia S. Bennett, CMC
City Clerk



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: March 11, 2013
Subject: Purchase Orders > \$20,000 Approval
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council approve the attached purchase orders.

BACKGROUND AND FINDINGS:

Requisition #12524, \$98,251.92, to Atlantic Power Systems to repair the water treatment plant generator, account 35-90-8370-1600.

Requisition #12581, \$24,741.51, to Holland Industrial to repair the submersible pump at Fifth and Respass, account 32-90-8230-1600.

PREVIOUS LEGISLATIVE ACTION

2011-2012 adopted budget and amended budget.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Requisitions

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: TC Concur _____ Recommend Denial _____ No Recommendation
3/5/13 Date

Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:12524
PO #: Not Assigned
User Name: Ed Pruden

Date: 02/18/2013

Approved By:
Approved Code: Awaiting Final Approval
Total Amount: \$98,251.92

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

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

Vendor Instructions: ELECTRIC DEPT, ED PRUDEN 252-975-9365
REPAIR ESTIMATE DATED 2/13/2013

Quantity	Description	Job Number	Unit Price	Extended
1	LABOR ESTIMATE, REPAIR RWTP GENERATOR		\$46,600.00	\$46,600.00
1	MATERIAL ESTIMATE, RWTP GENERATOR		\$43,235.12	\$43,235.12
1	CLEANING SUPPLIES		\$600.00	\$600.00
1	INJECTOR CORE CHARGE		\$7,816.80	\$7,816.80
			Sub Total	\$98,251.92
			Total Tax	\$0.00
			Total	\$98,251.92

Account Number	Account Description	Amount	
35-90-8370-1600	MAINT/REPAIR EQUIP	\$98,251.92	
		Total	\$98,251.92

Approval List

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

Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:12581

PO #: Not Assigned

User Name: Beverly Clark

Date: 03/04/2013

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$24,741.51

Ship To:

CITY OF WASHINGTON WAREHOUSE

203 GRIMES ROAD

WASHINGTON, NC 27889

HOLLAND INDUSTRIAL

P.O. BOX 987

HENDERSON, NC 27536

Vendor Instructions: ADAM WATERS 252-975*9327

Quantity	Description	Job Number	Unit Price	Extended
1	REPAIR SUBMERSABLE PUMP #2 AT FIFTH AND RESPESS		\$24,741.51	\$24,741.51
Sub Total				\$24,741.51
Total Tax				\$0.00
Total				\$24,741.51

Account Number	Account Description	Amount
32-90-8230-1600	MAINT./REPAIR PUMP STATION	\$24,741.51
Total		\$24,741.51

Approval List

Dept Level Approval: _____

Department Head: _____

PO Level Approval: _____

Purchase Order Prep: _____

March 11, 2013

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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: March 11, 2013
Subject: Public Hearing on Certificate of Convenience and Necessity for Taxi Latino
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that a Certificate of Convenience and Necessity be issued to Hilda Martinez with one taxicab for the Taxi Latino Cab Service.

BACKGROUND AND FINDINGS:

The purpose of this Council Action is to hold a public hearing, as advertised, to consider the application for a Certificate of Convenience and Necessity by Hilda Martinez to operate one cab in the City of Washington as the Taxi Latino Cab Service.

According to her application, Ms. Martinez desires to operate one taxicab in the City limits from her terminal located outside of the City limits at 4637 Cherry Run Rd.

The notice calling for the public hearing was published on March 1, 2013, and a copy of the notice was mailed to all holders of Certificates of Convenience and Necessity for the operation of vehicles in compliance with the Washington City Code.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Application

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Concur _____ Recommend RU Denial _____ No Recommendation
3/5/13 Date. March 11, 2013

Andrea,

Mrs. Hilda Martinez has been approved by the Director to go before the City Council to see about becoming a new Taxi Cab Driver. She will be located outside of the City but will be conducting business in the City as well.

She has been fingerprinted and photographed here at the Police Department. If and when the City Council agrees to let her drive a Taxi, I will need you to advise me so I can get her Photo ID to you.

I have advised her that someone from City Hall will be contacting her to let her know when the next City Council meeting is available for her.

Thanks for taking care of this and have a great day. ☺

Dan H. Davis
11/6/12

APPLICATION FOR TAXI DRIVERS PERMIT

DATE 10/25/12 NEW RENEWAL

NAME: Hilda Martinez DATE OF BIRTH 03-04-1962

AGE: 50 RACE: Hispanic SEX: F WEIGHT: 180 HEIGHT: 54

SOCIAL SECURITY # _____

DRIVER'S LICENSE# _____ DRIVER'S LICENSE CLASS _____

ADDRESS: 4637 Cherry Run Rd Washington NC 27889
(NO P.O. BOXES PLEASE)

HOME PHONE: (252) 940-0276 MOBILE PHONE: (252) 945-9167

NAME OF CAB COMPANY: Latino Taxi Latino

CAB COMPANY INSURANCE NAME: Allstate

POLICY # 0963116764

HAVE YOU EVER BEEN ARRESTED? yes IF YES, WHEN 8-2011
Codes 11368

OFFENSE: in Washington NC CONVICTED?: _____

REMARKS: Simple assault

LAST EMPLOYER: Ruth Morrison - caregiver 119 Fairway Dr Washington, NC, 27889
Family Country Store ADDRESS 4637 Cherry Run Rd Washington NC 27889

DRIVING EXPERIENCE 32 years YEARS OF RESIDENCE IN CITY 7 1/2 years

FOLLOWING TO COMPLETED BY PHYSICIAN

PHYSICAL CONDITION: Good, no contraindications to work, cleared for full activity

PHYSICIAN'S NAME: Alison Bartel, MD DATE: 10/17/12

ADDRESS: 120 W. MLK Jr Dr Washington NC 27889 PHONE#: (252) 940-0662

PHYSICIAN'S SIGNATURE [Signature]

FOLLOWING TO COMPLETED BY CHIEF OF POLICE AND CITY MANAGER

[Signature]
RECOMMENDED BY CHIEF OF POLICE APPROVED BY CITY MANAGER

DATE: 10-29-12

1. Name of Applicant Hilda Martinez
2. Address 4637 Cherry Run Rd Was NC Telephone No. (252) 940-0276
3. Financial Data: 27887

- (a) Attach Balance Sheet reflecting assets and liabilities, including all unpaid judgements.
- (b) Attach a full explanation of the nature of transaction or acts giving rise to any judgements included in 3(a) above.

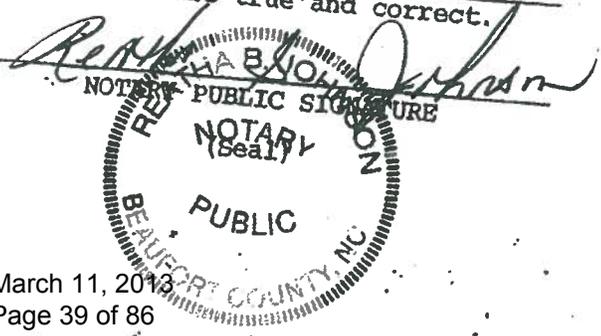
- 4. Give full and complete explanation of the applicant's experience in the transportation of passengers. Use extra sheet if necessary.
- 5. List any facts which you believe will prove that public convenience and necessity require the granting of a certificate for 1 taxicabs.
- 6. Number of vehicles presently controlled or operated by applicant 1
- 7. Number of vehicles requested in this application one Total one
- 8. Location of applicant's taxi terminal. 4637 Cherry Run Rd Washington NC 27887
- 9. Telephone No. of applicant's taxi terminal (252) 940-0276 or 945-9167 cell
- 10. Color scheme and/or insignia used and to be used to designate the vehicle of the applicant: green
- 11. Proof of insurance to comply with GS20-280 to be attached.

12. Certification: I certify that I have (have not) been convicted of any crime involving moral turpitude or the violation of laws or ordinances involving the sale and/or consumption of drugs and/or alcoholic beverages. (If so attach a detailed statement of the nature and disposition of the charges).

Hilda Martinez
Signature (Applicant)

Before me personally appeared HILDA MARTINEZ
who being sworn deposes and says that the above facts are true and correct.

12/14/2014
(Date Commission expires)
2-27-13
DATE



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

DATE 2-7-12

TO: City Council
City of Washington, N. C.

Via: City Clerk

I, Hilda Martinez trading as the taxi
latino

hereby make application pursuant to AN ORDINANCE REGULATING AND LICENSING TAXI-CABS AND TAXICAB DRIVERS and providing penalties for the violation thereof, effective October 9, 1972, for a Certificate of Convenience and Necessity for the operation of 1 taxicabs in the City of Washington, North Carolina.

I certify that if granted a Certificate of Convenience and Necessity for the operation of a taxicab I will abide by all the laws of the State of North Carolina and all ordinances of the City of Washington, and all rules and regulations adopted for the regulation of all taxicabs in the City of Washington, North Carolina.

Hilda Martinez
SIGNATURE

4637 Cherry Run Rd Washington NC
ADDRESS 27889

This application to be filed with the City Clerk in triplicate (3) and to be accompanied by check for \$15.00 (Privilege License Tax) for each vehicle operated under a Certificate of Public Convenience and Necessity.

DISTRIBUTION:

1. City Clerk
2. City Manager
3. Police Chief (for report)

I Hilda Martinez don't have Judgment at
this time

Thank you
Hilda Martinez
Feb-27-13



City of Washington

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

MEMORANDUM

DATE: March 4, 2013

TO: Mayor and City Council

FROM: Allen Lewis 
Public Works Director

SUBJECT: Drainage Improvements in Iron Creek.

Below is a summary of the latest discussions in bullet format regarding this subject.

- At the July 23, 2012 Council meeting, residents of Iron Creek asked the City to look into ongoing drainage issues within their subdivision. Staff was directed to look into silt build-up in the culvert under Ore Drive as a possible contributing factor.
- At the August 27, 2012 Council meeting, Council asked for an update on Iron Creek drainage issues and it was decided that a presentation would be made at the next Committee of the Whole meeting.
- At the September 24, 2012 Council meeting, a presentation was made to Council on the drainage issues in Iron Creek. Several options were discussed and by consensus Council agreed with staff's recommendation to muck out the ditch east of Ore Drive and to bring the necessary budget ordinance to Council for consideration at its next meeting.
- On October 8, 2012, Council approved a budget ordinance amendment to appropriate \$50,000 for drainage improvements in Iron Creek.

After numerous contacts with several area contractors, we were only able to get a quote from one contractor, TA Loving. As you can tell from the attached quote, that price was \$123,500. In the quote, they expressed concern for the project regarding the lack of need of a permit but agreed to do the work, at the price quoted, if all parties were in agreement with the means and methods of construction. Specifically, they are looking for approval of their methods from the appropriate regulatory agencies prior to beginning work.

At this time, with only one quote in hand and it being an amount considerably more than the amount budgeted, I would not recommend with moving forward with this project at

March 11, 2013

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this cost. It would be preferable to get some additional quotes at a minimum before moving forward.

/al

Attachment



T.A. LOVING COMPANY
Construction Services



919.734.8400
P.O. Drawer 919
Goldboro, NC 27833
www.taloving.com

December 14, 2012
Email: fbuckjr@washingtonnc.gov

Frankie Buck Jr.
Assistant Director of Public Works
102 E 2nd St.
Washington, NC 27889

RE: Iron Creek Drainage Ditch

Dear Mr. Buck,

TA Loving (TAL) is pleased to provide a proposal to remove the buildup of soil material from the Iron Creek Drainage Ditch. Our proposal is based on accessing the ditch from the road right of way and staying within the ditch bottom. This method will have TAL moving equipment in and excavating below the water table which will require the owner to acquire permitting approval or have a written acknowledgement that a permit is not needed. TAL is very concerned about an unapproved discharge of soils into the stream and we have included plans to mitigate the downstream discharge with straw hay bales, coir logs, and filter fabric. Moving forward will require all parties to understand and agree to the means and methods of construction and to recognize the potential impacts.

TAL means and methods are to utilize a small track excavator and small track dump truck to travel up and down the ditch. The excavator will load the track dump. The track dump will haul the material to the road. A temporary gravel lined storage area will be established within the ditch area to contain the material and let it drain. The material will then be excavated, loaded onto trucks, and hauled away. There will be portions of the work that are not "in the dry".

The track dump truck is a rental piece of equipment that is difficult to find. At the time of this quote one is available. Hopefully a decision will be forthcoming soon and the track dump will still be available.

The price to complete the work is a lump sum of \$123,500. If this proposal is agreeable please acknowledge by signing below.

Submitted by:
Bill Musso

Accepted By:

Wm Musso

Office: (919) 734-8400 ext. 252
Fax: (919) 736 2148
Mobile: (919) 738-6188
bmusso@taloving.com

cc: Allen Lewis, alewis@washingtonnc.gov

Mayor
Archie Jennings

City Manager
Joshua L. Kay



Washington City Council
Richard Brooks
Doug Mercer
Edward Moultrie
William Pitt
Bobby Roberson

MEMORANDUM

DATE: March 11, 2013
TO: Mayor and City Council
FROM: Kristal H. Roberson, Parks and Recreation Manager
SUBJ: Belle of Washington Dockage

The Belle of Washington is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement.

Communications about activities aboard the Belle was greatly improved in the 2012 season. Tammy Swanner personally managed the notifications and we received reminders from the Captain when cruises were scheduled. This notification is very beneficial to the Dock Attendants.

The Belle of Washington's activities around the park were better managed in 2012, with fewer instances of conflicts with park policies. I contribute that to the improved communication between the Belle of Washington and the Parks and Recreation Department staff.

Pump outs at Dock "A" were scheduled and managed well with few, if any, conflicts or interruptions to daily operations of the Waterfront Docks or the Belle of Washington.

The new docking agreement will cover the period of March 27, 2013 - March 26, 2014.

Attached: Letter of intent from the Belle of Washington



Jan. 29, 2013

Washington Parks & Recreation
310 West Main St.
Washington, N.C. 27889

To Whom It May Concern:

I wish to retain h dock 1 and 2 on
East Water St. for the purpose of docking
the Belle of Washington for the year of 2013.

Sincerely,

A handwritten signature in blue ink, appearing to be "A. D. Swanner". The signature is stylized and includes a long horizontal line extending to the right.

A. D. Swanner - owner

Mayor
Archie Jennings

City Manager
Joshua L. Kay



Washington City Council
Richard Brooks
Doug Mercer
Edward Moultrie
William Pitt
Bobby Roberson

MEMORANDUM

DATE: March 11, 2013
TO: Mayor and City Council
FROM: Kristal H. Roberson, Parks and Recreation Manager
SUBJ: Little Washington Sailing Club Dockage

The Little Washington Sailing Club is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement.

During the 2012 Little Washington Sailing Club season, communications between the Parks and Recreation Department at its Waterfront Docks Division and the Club continued to improve from previous years.

The Club kept the Waterfront Docks informed of activities and special requests far in advance which helped with scheduling and general knowledge of the activities of the Club. Information request by the Waterfront Docks was quickly and thoroughly provided.

The new docking agreement will be for the period of April 1, 2013 – March 31, 2014.

Attached: Letter of intent from the Little Washington Sailing Club

Teresa,

The current dock agreement has been reviewed and we see only the following changes for 2013:

1. Change our name from "club" to our new official name "school"
2. Our mailing address is now PO Box 1865 Washington NC 27889.

Also, it is our intent to utilize Dock J, as in the past, for 2013. There are no proposed changes to our operating methods or Storm Preparedness Plan. Please advise when the new agreement will be available for review.

Thanks for all your help.

Blessings

Bill

LWSC



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27889

Phone: 252-975-1280

Fax: 252-974-6161

Human Relations Council (HRC) Report for the month of February Monday March 11, 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

Update – Ed Peed Commemoration

Event held on February 16, 2013 at Fire Station One. Human Relations Council purchased a permanent banner from Atlantic Enterprise at a cost of \$250 ((least expensive). Atlantic Enterprise could not guarantee the life expectancy of the banner in regards to strong winds.

The event was very successful, well attended and a great time enjoyed by all.

Discussion – Brotherhood/Sisterhood Week

By consensus, the Board agreed to the observance of both Ed Peed Commemoration and the Brotherhood/Sisterhood Week during the 3rd Saturday in February.

Update – Multicultural Festival

Vice-chair Cherry and Board member Howard explained due to personal reasons Ms. Natalie Castro requested tabling this event.

By motion of Board member Hughes, seconded by Board member St. Clair, the Board agreed to table the Multicultural Festival until a later date when Ms. Castro's group is ready to move forward.

Discussion – Fair Housing/'Taste of Washington' Event

By motion of Board member Hughes, seconded by Board member Howard, the Board agreed to continue hosting Fair Housing/'Taste of Washington' during the month of April and expand the invitations to other restaurants.

Sub-committee members:

- Chairman O'Pharrow
- Vice-chair Cherry

- Board member Howard
- Board member St. Clair
- Board member Jennette
- Board member Lodge

FYI – Budget allocation request – Mr. Kay explained the City’s budget process and that all non-profit partners have been requested to submit budget request to the City Manager by February 15, 2013.

By motion of Board member Howard, seconded by Vice-chair Cherry, the Board agreed to leave the budget request the same as last year.

Acknowledgement

Chairman O’Pharrow acknowledged Dr. Donald W. Phipps, Ed. D., Superintendent, Beaufort County Schools and thanked him for attending the meeting.

FYI – items addressed at this time – inclusive of January report, funds, financial report, and public notification.

Reminders:

Director Drakeford reviewed gang activities in the City of Washington. Director Drakeford voiced one arrest was made two months ago and that law enforcement was able to remove the individual from the community.



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Robbie Rose, Fire Chief
Date: February 28, 2013
Subject: EMS Charges
Applicant Presentation: Robbie Rose, Fire Chief
Staff Presentation:

RECOMMENDATION:

I move that the City Council approve the recommended changes to EMS fees concurrent with the 2013 calendar year prior to the FY 13/14 budget and effective upon approval.

BACKGROUND AND FINDINGS:

By recommendation of EMS Management & Consultants, Inc. and in following the 2013 calendar schedule for Medicare Rates; we should adopt the proposed fee schedule prior to July to enable us to implement fees for the 2013 calendar year. Specifically we are recommending the addition of the ALS Level 2 charge which we currently do not use, and the increase of the loaded mileage transport fee. All other fees will remain unchanged.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

____ Currently Budgeted (Account _____) [] Requires additional appropriation:

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: AR Concur _____ Recommend Denial _____ No Recommendation 3/5/13 Date

Mayor
Archie Jennings

City Manager
Joshua L. Kay



Washington City Council
Richard Brooks
Doug Mercer
Edward Moultrie
William Pitt
Bobby Roberson

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: March 11, 2013
Subject: EMS Billing

Adopted EMS rates are billed out to every payer, (Medicare, Medicaid, insurance & bill patient). Contractual adjustments (allowed amounts for each payor type) are posted on the back end at the time the payments are posted. These contractual adjustments would include Medicare, Medicaid, any insurance our clients are contracted and patient contractual allowances (if required). Contractual adjustments for the 2012 calendar year were: Medicare 30%, Medicaid 76%, Insurance 20%. Clients are not balance billed for the contractual adjustments, they are written off.

Our collection rate by payor type after contractual allowances is:

Medicare	96%
Medicaid	99%
Insurance	70%
Patient	5%



Resolution to be forwarded

City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Joshua L. Kay, City Manager
Date: March 6, 2013
Subject: Adopt Resolution Amending City of Washington Personnel Policy
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council adopt a resolution amending the City of Washington Personnel Policy

BACKGROUND AND FINDINGS:

City Council has reviewed the revised Personnel Policy on numerous occasions, including the February Committee of the Whole meeting. Additionally, the revised policy has been reviewed by Robin Davis, an employment law attorney.

Comments that have been received from City staff have been forwarded to City Council. No other comments or requested corrections have been received at the time of publication of the agenda.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted 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: _____ Date _____ Concur _____ Recommend Denial _____ No Recommendation



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Lynn Lewis, Washington Tourism
Date: February 28, 2013
Subject: Siege of Washington Civil War Event
Applicant Presentation:
Staff Presentation:

RECOMMENDATION:

Approve the firing of cannons and other historic firearms (non-projectile) during the Siege of Washington living history event on Saturday, April 13 between the hours of 9-5 at Festival Park.

BACKGROUND AND FINDINGS:

The Washington Tourism Development Authority has formed a committee to host a living history weekend marking the 150th anniversary of the Siege of Washington. Visitors to a reenactment event want to see as much action as possible. These reenactors are trained in how to appropriately handle live demonstrations of period firearms. The WTDA has completed and submitted the City's required special events application.

PREVIOUS LEGISLATIVE ACTION

NA

FISCAL IMPACT

NA

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

SUPPORTING DOCUMENTS

Tentative Event Schedule

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

3/5/13

**Siege of Washington Living History Weekend
April 12-14, 2013**

Friday, April 12

5 p.m. ~ Reenactors

8 p.m. ~ Ghost Walk Guided Tour

Saturday, April 13

1 p.m. ~ Southside High School Band Performance ~ Festival Park

2:30 p.m. ~ Phoenix Society Lecture ~ NC Estuarium

TBD ~ Underground Railroad Walking Tour

All Day ~ Contraband Camp

All Day ~ Reenactors ~ Festival Park

Sunday, April 14

Confirmed Reenactor Participants

1st NC Field Hospital

NC Naval Squadron

5th NC



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: March 11, 2013
Subject: Approve the Parks & Recreation Department to apply for a Community Transformation Grant to upgrade the Bicycle Plan to include a Pedestrian plan.
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 Community Transformation Grant Project to upgrade the Bicycle Plan to a Bicycle and Pedestrian Plan.

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 Community Transformation Grant Project. This grant application will allow the Mideast Commission to upgrade the Bicycle Plan they are currently working on to a Bicycle and Pedestrian Plan. The most current Pedestrian Master Plan was completed in 2006.

The application is due on April 1, 2013. 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

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



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: March 11, 2013
Subject: Approve the Parks & Recreation Department to apply for a Community Transformation Grant to upgrade the 2008 Parks & Recreation Comprehensive Plan

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 \$50,000.00 from the Community Transformation Grant Project to upgrade the 2008 City of Washington Recreation Master Plan.

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 \$50,000 from the Community Transformation Grant Project. This grant will allow the Recreation Department to upgrade their 2008 Parks and Recreation Comprehensive Plan. It is recommended to update these plans every 4-5 years.

The application is due on April 1, 2013. 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

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



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Community and Cultural Resources
Date: February 27, 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:
Finance Dept Review:
City Manager Review:

_____ Date By: _____ (if applicable)
 _____ Date By: _____ (if applicable)
 TR Concur _____ Recommend Denial _____
 _____ March 11, 2013 No Recommendation 3/5/13 Date
 Page 38 of 88

**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 and 267**

WHEREAS, the City of Washington (hereinafter may be referred to as “City”) owns certain real 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 by PTRF shall be used solely to support said recreational program or some other legal 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 11th day of March, 2013.

N. Archie Jennings, III, Mayor
City of Washington

Attest:

Cynthia S. Bennett, City Clerk
City of Washington

PUBLIC NOTICE

The public will take notice that, pursuant to a Resolution by the City Council of the City of Washington ("City") dated March 11, 2013, the City desires to lease the following surplus real property by private negotiation to the Pamlico-Tar River Foundation, Inc., a non-profit corporation, to be put to public use, 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 real 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 _____

**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 complementing the Tar River Camping Platform System. This camping platform will be one of 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 the owner or lessor of the site from any liability associated with the use of the camping platform or surrounding property.
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.
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. Install appropriate "No Trespassing" signage in the vicinity of the camping platform in an effort to restrict users from accessing or 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.
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.

E. ACCOUNTABILITY:

PTRF shall be held 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. PTRF staff will support this project 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.

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.
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@washingtonnnc.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 years 2013-2038.

City of Washington
Landowner

David Emmerling
Pamlico-Tar River Foundation

(Date)

(Date)

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 the 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, interpretative signage and such other improvements as Lessee deems reasonably necessary to facilitate the 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 forth 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) each year. Part of the consideration for this Lease is that the Property shall be utilized by Lessee 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.** Any revenue produced through rental of the Property by Lessee 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.

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 inform its campers of the use restrictions described above 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. If such impermissible or offending uses persist or continue to occur for a period of sixty (60) days after Lessee receives written notice from Lessor to eliminate the same, Lessor may, in Lessor's sole discretion, terminate this Lease through proper written notice to Lessee.

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 a nuisance on the Property or commit any waste, injury or destruction to the Property and will cooperate in the resolution of any such nuisance, waste, injury, or destruction that may occur.

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. In the event Lessor exercises this particular authority to terminate this Lease prior to the expiration of the term and the camping platform described herein cannot be moved and utilized at an alternate location, Lessor shall contribute to Lessee a monetary amount equal to the replacement cost of a camping platform similar to the one contemplated hereunder.

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 of this Lease comprehensive general liability insurance covering its activities on the Property, including construction of the Improvements and the rental of same, with coverage limits at a minimum of \$1 million each occurrence and \$2 million general aggregate. 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 given 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 may 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 536

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;

W I T N E S S E T H:

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
L.R. 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 59° 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

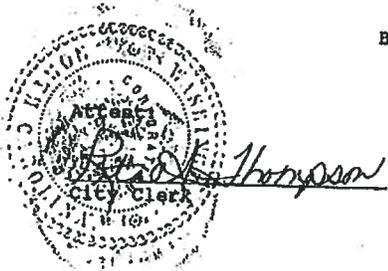
be hereto affixed, all by authority of a resolution of its City Council. This deed has been executed in duplicate originals.

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

NORTH CAROLINA
BEAUFORT COUNTY

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

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

Carol M. Williams
Notary Public

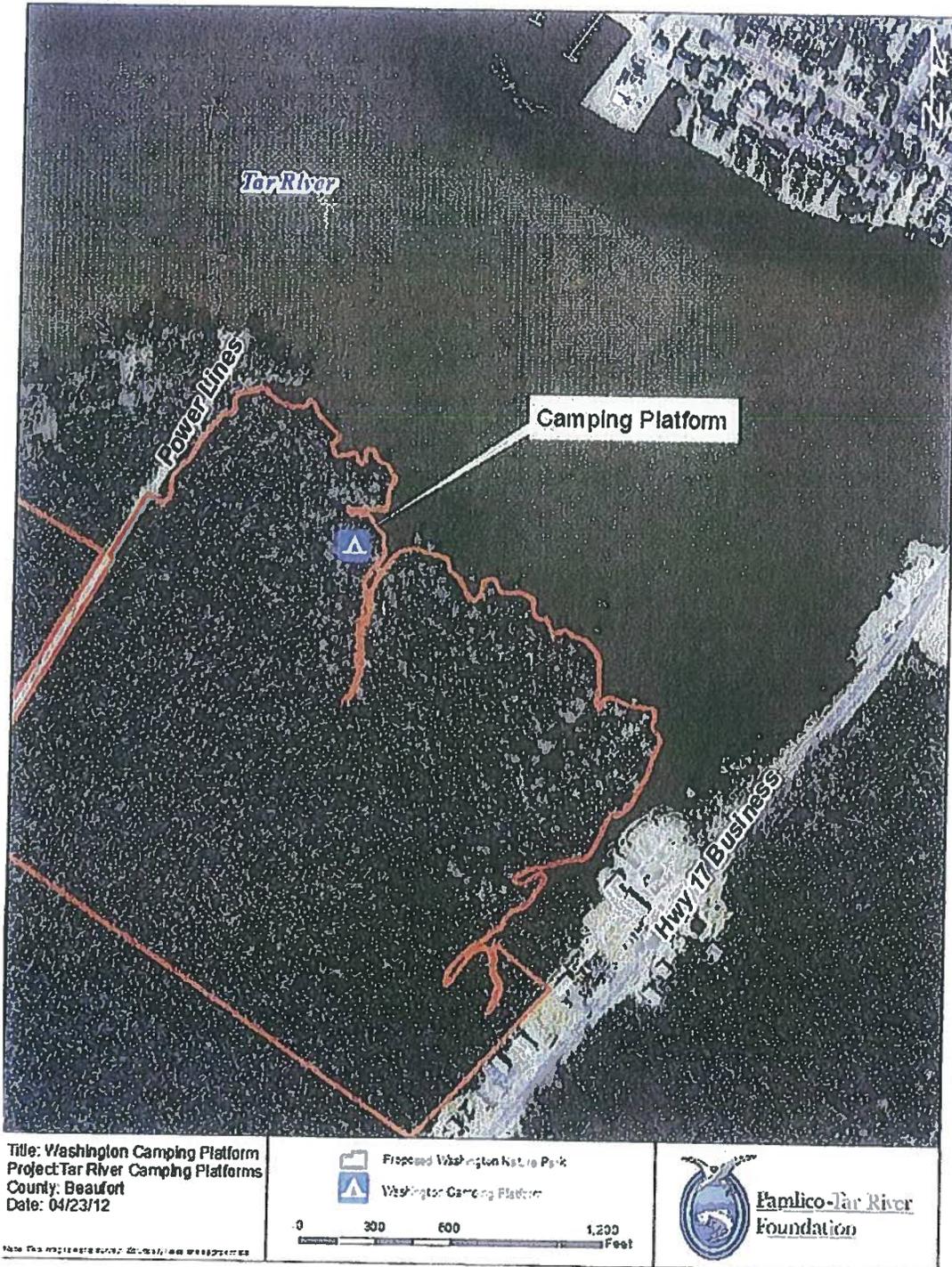


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North Carolina
Beaufort County

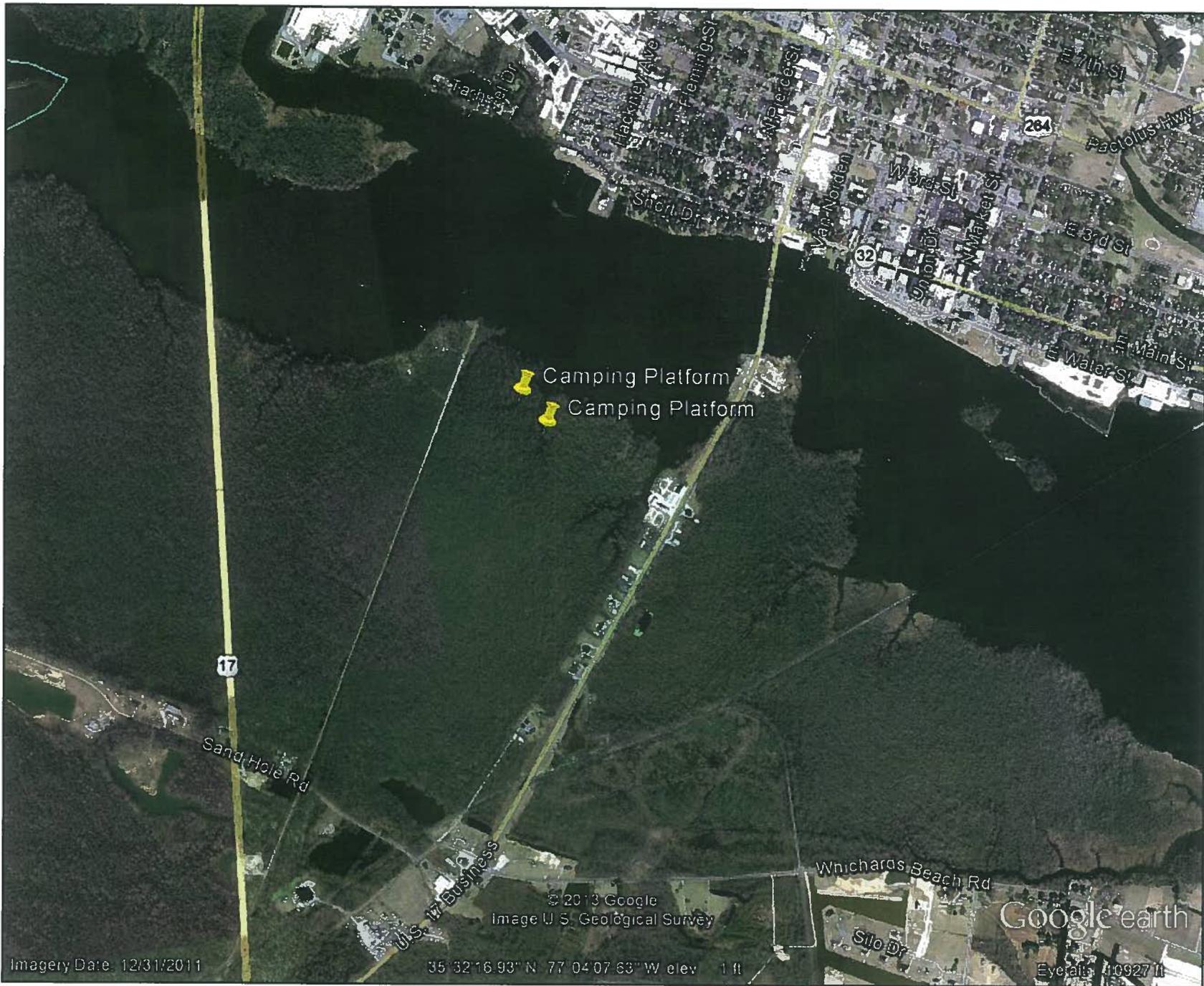
The foregoing Certificate of Carol M. Williams & J. McMillan Jr.
Notary Public/Notaries Public is/are certified to be correct.
This 31st day of October, 1996 at 2:20 o'clock P.M.
By [Signature]
Register of Deeds Ass't/Deputy Register of Deeds

Exhibit B





Possible Locations of Camping Platform



Possible Locations of Camping Platform



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: March 11, 2013
Subject: Award Installment Financing Bid
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council award a \$705,805 installment purchase financing bid to BB&T, adopt a Resolution Approving Financing Terms, and authorize the C.F.O. to execute the necessary documents to close this transaction.

BACKGROUND AND FINDINGS:

Six proposals were received from financial institutions (see bid tab) on February 26, 2013.

PREVIOUS LEGISLATIVE ACTION

January 14, 2013 Council Meeting

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Financial institution bids
- Financing proposal
- Resolution Approving Financing Terms
- Installment Purchases Schedule

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JWC Concur _____ Recommend Denial _____ No Recommendation
3/5/13 Date.

	East Carolina Bank	Wells Fargo	PNC	First Bank	First South	BB&T
Interest rate	2.15%	1.65%	1.49%	3.00%	2.68%	1.36%
Interest	39,177.41	29,530.29	26,606.84	54,212.35	48,356.60	24,259.82
Monthly Payment	12,626.82	12,463.31	12,413.76	12,881.65	12,782.40	12,373.98
Prepayment	0		No call 24 mth, 3%			1%
Fee	1,500	-	250	750	1,764	-
Closing Costs	100	500	-		500	-
Term	59 months	59 months	59 months	59 months	59 months	59 months
Escrow Fees	0					
Escrow Interest	0.00%				0.50%	

Resolution Approving Financing Terms

WHEREAS: The City of Washington (the "City") has previously determined to undertake a project for the purchase of vehicles, equipment and electrical system improvements (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated February 26, 2013. The amount financed shall not exceed \$705,805.00, the annual interest rate shall not exceed 1.36%, and the financing term shall not exceed 59 months from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2013.

By: _____

By: _____

Title: _____
SEAL

Title: _____



5130 Parkway Plaza Blvd.
Charlotte, N.C. 28217
(704) 954-1700
Fax (704) 954-1799

February 26, 2013

Mr. Matt Rauschenbach, CFO
City of Washington
102 East 2nd Street
Washington, North Carolina 27889

Dear Mr. Rauschenbach:

Branch Banking and Trust Company (“BB&T”) is pleased to offer this proposal for the financing of vehicles, equipment and electrical system improvements, as requested by the City of Washington, North Carolina (“City”).

- (1) **Project:** Vehicles, equipment and electrical system improvements
- (2) **Amount To Be Financed:** \$705,805.00
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

Term	Rate
59 months	1.36%

Payments shall be monthly in arrears, or as requested. See the attached amortization schedule(s) for information on payments based on the debt service as requested.

The financing proceeds shall be deposited on behalf of the City in a project fund account with Branch Banking & Trust. Earnings on the project fund shall accrue to the benefit of the City for use on Project costs or interest payments.

The interest rate stated above is valid for a closing not later than 45 days after today. A convenient date and time shall be mutually agreed upon for closing. Closing is contingent upon completing documentation acceptable to BB&T and upon the condition of the equipment acceptable to BB&T. BB&T shall provide a list of required documentation for closing should we be the successful proposer. Additionally, we shall review your most recent financial statements before funding this transaction and the closing shall be in person with the City determined by BB&T and its counsel.

All applicable taxes, surveys, zoning, appraisals, permits, costs of environmental studies, title insurance premiums, LGC approval fees, costs of counsel for the City and any other costs shall be the City’s responsibility and separately payable by the City. The documents shall allow prepayment of the principal balance in whole on an anniversary date with a 1% prepayment premium.

The stated interest rates assume that the City expects to borrow less than \$10,000,000 in calendar year 2013 and that the City shall comply with IRS Code Sections 141, 148, 149(e) and Section 265(b)(3).

BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Financing Documents:

BB&T and its counsel shall prepare all documentation for the City. We shall provide a sample of those documents to you should BB&T be the successful proposer. This financing shall be secured by a first lien security interest in all personal property acquired with proceeds.

* * * * *

BB&T appreciates the opportunity to provide this proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

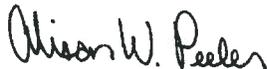
BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to BB&T. If your board adopts this resolution, then BB&T shall not require any further board action prior to closing the transaction.

Please call me at 336.376.0254 with your questions and comments. We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY



Alison W. Peeler
Senior Vice President

City of Washington, NC

Compound Period: Monthly

Nominal Annual Rate: 1.360%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	2/26/2013				705,805.00
1	3/26/2013	12,373.98	799.91	11,574.07	694,230.93
2	4/26/2013	12,373.98	786.80	11,587.18	682,643.75
3	5/26/2013	12,373.98	773.66	11,600.32	671,043.43
4	6/26/2013	12,373.98	760.52	11,613.46	659,429.97
2013 Totals		49,495.92	3,120.89	46,375.03	
5	7/26/2013	12,373.98	747.35	11,626.63	647,803.34
6	8/26/2013	12,373.98	734.18	11,639.80	636,163.54
7	9/26/2013	12,373.98	720.99	11,652.99	624,510.55
8	10/26/2013	12,373.98	707.78	11,666.20	612,844.35
9	11/26/2013	12,373.98	694.56	11,679.42	601,164.93
10	12/26/2013	12,373.98	681.32	11,692.66	589,472.27
11	1/26/2014	12,373.98	668.07	11,705.91	577,766.36
12	2/26/2014	12,373.98	654.80	11,719.18	566,047.18
13	3/26/2014	12,373.98	641.52	11,732.46	554,314.72
14	4/26/2014	12,373.98	628.22	11,745.76	542,568.96
15	5/26/2014	12,373.98	614.91	11,759.07	530,809.89
16	6/26/2014	12,373.98	601.58	11,772.40	519,037.49
2014 Totals		148,487.76	8,095.28	140,392.48	
17	7/26/2014	12,373.98	588.24	11,785.74	507,251.75
18	8/26/2014	12,373.98	574.89	11,799.09	495,452.66
19	9/26/2014	12,373.98	561.51	11,812.47	483,640.19
20	10/26/2014	12,373.98	548.13	11,825.85	471,814.34
21	11/26/2014	12,373.98	534.72	11,839.26	459,975.08
22	12/26/2014	12,373.98	521.31	11,852.67	448,122.41
23	1/26/2015	12,373.98	507.87	11,866.11	436,256.30
24	2/26/2015	12,373.98	494.42	11,879.56	424,376.74
25	3/26/2015	12,373.98	480.96	11,893.02	412,483.72
26	4/26/2015	12,373.98	467.48	11,906.50	400,577.22
27	5/26/2015	12,373.98	453.99	11,919.99	388,657.23
28	6/26/2015	12,373.98	440.48	11,933.50	376,723.73
2015 Totals		148,487.76	6,174.00	142,313.76	

29	7/26/2015	12,373.98	426.95	11,947.03	364,776.70
30	8/26/2015	12,373.98	413.41	11,960.57	352,816.13
31	9/26/2015	12,373.98	399.86	11,974.12	340,842.01
32	10/26/2015	12,373.98	386.29	11,987.69	328,854.32
33	11/26/2015	12,373.98	372.70	12,001.28	316,853.04
34	12/26/2015	12,373.98	359.10	12,014.88	304,838.16
35	1/26/2016	12,373.98	345.48	12,028.50	292,809.66
36	2/26/2016	12,373.98	331.85	12,042.13	280,767.53
37	3/26/2016	12,373.98	318.20	12,055.78	268,711.75
38	4/26/2016	12,373.98	304.54	12,069.44	256,642.31
39	5/26/2016	12,373.98	290.86	12,083.12	244,559.19
40	6/26/2016	12,373.98	277.17	12,096.81	232,462.38
2016 Totals		148,487.76	4,226.41	144,261.35	
41	7/26/2016	12,373.98	263.46	12,110.52	220,351.86
42	8/26/2016	12,373.98	249.73	12,124.25	208,227.61
43	9/26/2016	12,373.98	235.99	12,137.99	196,089.62
44	10/26/2016	12,373.98	222.23	12,151.75	183,937.87
45	11/26/2016	12,373.98	208.46	12,165.52	171,772.35
46	12/26/2016	12,373.98	194.68	12,179.30	159,593.05
47	1/26/2017	12,373.98	180.87	12,193.11	147,399.94
48	2/26/2017	12,373.98	167.05	12,206.93	135,193.01
49	3/26/2017	12,373.98	153.22	12,220.76	122,972.25
50	4/26/2017	12,373.98	139.37	12,234.61	110,737.64
51	5/26/2017	12,373.98	125.50	12,248.48	98,489.16
52	6/26/2017	12,373.98	111.62	12,262.36	86,226.80
2017 Totals		148,487.76	2,252.18	146,235.58	
53	7/26/2017	12,373.98	97.72	12,276.26	73,950.54
54	8/26/2017	12,373.98	83.81	12,290.17	61,660.37
55	9/26/2017	12,373.98	69.88	12,304.10	49,356.27
56	10/26/2017	12,373.98	55.94	12,318.04	37,038.23
57	11/26/2017	12,373.98	41.98	12,332.00	24,706.23
58	12/26/2017	12,373.98	28.00	12,345.98	12,360.25
59	1/26/2018	12,373.98	13.73	12,360.25	0.00
2018 Totals		86,617.86	391.06	86,226.80	
Grand Totals		730,064.82	24,259.82	705,805.00	

Installment Purchases FY 12-13

2/4/2013

Account	Fund	Department	Item	Budget
10-20-4511-7401	General	Powell Bill	Street Sweeper #462	240,000
35-90-8370-7401	Electric	Substation Maintenance	7 EPA Generator Catalyst Installations	190,805
35-90-8390-7401	Electric	Power Line Construction	Bucket Truck #616	240,000
39-90-4740-7401	Cemetery	Operations	1 Ton Dump Truck #513	<u>35,000</u>
			Total	705,805

Installment Purchases 2013