



City of
Washington
NORTH CAROLINA
Council Agenda
OCTOBER 27, 2014
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from October 6, 2014 **(page 4)**

Approval/Amendments to Agenda

Presentation: Certificate of Acceptance ~ National Underground Railroad Network to Freedom

I. Consent Agenda:

- A. Accept/Authorize – Annual Grant from Mid-East Commission Area Agency on Aging and **Authorize** the Mayor to sign the Grant **(page 20)**
- B. Approve – Havens Gardens Master Plan Budget Ordinance Amendment **(page 28)**

II. Comments from the Public:

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

- A. None –

IV. Public Hearing - Other:

- A. None –

V. Scheduled Public Appearances:

- A. None –

VI. Correspondence and Special Reports:

- A. Memo – Budget Transfer – General Fund Load Management **(page 30)**
- B. Discussion – City of Washington Accident Statistics **(page 32)**
- C. Discussion – Grant Updates **(page 33)**
- D. Discussion – Project Updates **(page 59)**

VII. Reports from Boards, Commissions and Committees:

A. None –

VIII. Appointments:

A. Appointment – Waterfront Docks Advisory Committee **(page 61)**

IX. Old Business:

A. Award/Approve – Contract for a Pump Control Panel Replacement at the 5th & Respass Pump Station to Island Automation, P.C. and **Approve** Corresponding Purchase Order **(page 64)**

B. Approve – FEMA AFG Grant Project Award **(page 67)**

C. Discuss – Youth Recreational League Fees **(page 70)**

D. Ratify – Deed of Trust Release for Lot 83 in Northgate Subdivision **(page 72)**

E. Ratify/Approve – Deed of Trust Release for Lot 51 in Northgate Subdivision and **Approve** Dedication of “Common Area” in Lieu of Sidewalks **(page 76)**

X. New Business:

A. Authorize – Application for EZ Technology Grant **(page 83)**

B. Adopt/Award – Ordinance to Condemn as Unsafe the Structure Located at 223 East 3rd Street and **Award** the Demolition Contract **(page 84)**

C. Authorize – City Manager to execute a Professional Services Consulting Agreement with Withers & Ravenel, Inc. to implement Phase 1 of the GIS project **(page 93)**

D. Adopt – PILOST Utility Sales Tax Budget Ordinance Amendment **(page 110)**

E. Authorize/Adopt/Award – idX Impressions Building Reuse Grant Application and **Adopt** Resolution and **Award** Grant Administration Contract to Mid-East Commission **(page 113)**

F. Approve/Authorize – City Manager to sign the Lease Agreement between the City and the Pamlico-Tar River Foundation, Inc. (PTRF) **(page 126)**



City of
Washington
NORTH CAROLINA
Council Agenda
OCTOBER 27, 2014
5:30 PM

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

- XII. Any Other Business From the Mayor or Other Members of Council:
 - A. Discussion – Outside Agencies FY 15-16

 - B. Discussion – Goal Setting for City Manager

- XIII. Closed Session – None

- XIV. Adjourn – Until Monday, November 10, 2014 at 5:30 pm, in the Council Chambers.

The Washington City Council met in a regular session on Monday, October 6, 2014 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

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

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

APPROVAL OF MINUTES:

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council approved the minutes of September 22, 2014 as presented, which included the previously submitted amendments.

APPROVAL/AMENDMENTS TO AGENDA:

Mayor Hodges requested the following amendments to the agenda:

- Add: Appointment to Warren Field Airport Advisory Board
- Move from Old Business - Item D: Discuss – Notice from DCA Regarding Keys Landing to Closed Session under NCGS § 143-318.11(a)(3) Attorney Client Privilege.

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

CONSENT AGENDA:

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

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

<u>Vehicle Number</u>	<u>Make/Model</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
4084	1999 Leaf Collector Machine	7-99 2696	N/A
4083	1998 Leaf Collector Machine	4-98 2425	N/A

B. Award/Approve – Contract for Storage Building Construction at Oakdale Cemetery to Turning Point, Inc. and Approve Corresponding Purchase Order

<u>Contractor</u>	<u>Building Size</u>	<u>Price</u>
Red Iron Assoc., LLC	24' x 50' w/12' eave height	\$30,600
Turning Point, LLC	30' x 50' w/12' eave height	\$29,925
Paul Woolard Const., Inc.	32' x 44' w/12' eave height	\$30,000

- C. Approve – Purchase Orders >\$20,000
 - Requisition #15187, \$65,600, to Comverge Technologies Inc. to purchase load management switches, account 35-90-8375-7400, \$70,000 budgeted.
 - Requisition #15223, \$28,627.68, to Feyer Ford to purchase a F150 truck to replace vehicle #237, a 2002 Jeep Cherokee with \$133,485 miles, account 10-10-4340-7400, \$29,500 budgeted.
 - Requisition #15224, \$26,224.01, to Feyer Ford to purchase a Ford Interceptor to replace vehicle #132, a 2008 Crown Victoria with 95,605 miles, account 10-10-4310-7400, \$33,500 budgeted.
 - Requisition #15225 & 15226, \$48,206.02, to Feyer Ford to purchase two Ford Interceptors to replace vehicles #141 & #148, 2008 Crown Victorias with 100,188 & 101,362 miles, account 10-10-4310-7400, \$67,000 budgeted.
 - Requisition #15226, \$27,495.68, to Feyer Ford to purchase a F150 truck to replace vehicle #140, a 1999 Ford Ranger animal control vehicle with 87,853 miles, account 10-10-4310-7400, \$33,500.

COMMENTS FROM THE PUBLIC: NONE

PUBLIC HEARING – OTHER:

APPROVE/AUTHORIZE – CLOSEOUT RESOLUTION FOR THE FY 11 COMMUNITY DEVELOPMENT PROGRAM AND AUTHORIZE MAYOR TO EXECUTE ASSOCIATED DOCUMENTS ~ CDBG # 11-C-2340

The objectives of this Job Creation grant have been successfully completed and the program is ready to be closed out pending the public hearing. Notice of the October 6th closeout public hearing was published September 24th.

Mayor Hodges opened the public hearing. There were no comments from the public. Mayor Hodges closed the public hearing.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved a Closeout Resolution for the FY 11 Community Development Program and Authorized the Mayor to execute the associated documents.

**CITY OF WASHINGTON 11 COMMUNITY DEVELOPMENT PROGRAM
CLOSEOUT RESOLUTION**

A Resolution Authorizing the closeout of the City of Washington FY11 Community Development Program.

Be it Resolved by the City Council of Washington, that

WHEREAS, the City is participating in the Community Development Block Grant Program under the Housing and Community Development Act of 1974, as amended, administered by the North Carolina Department of Commerce; and

WHEREAS, the City has completed all the approved project activities; and

WHEREAS, the City certifies that an advertisement was published on September 24, 2014 in the Washington Daily News; and

WHEREAS, the City certifies that a public hearing, to review and assess the performance of this project, in accordance with the North Carolina CDBG Program Regulations, was conducted on Monday, October 6, 2014 at 5:30 PM to discuss the project closeout. Comments made at the public hearing were favorable; and

THEREFORE, BE IT RESOLVED, that the City Council of Washington, hereby authorizes the closeout of the FY 11 Community Development Program and directs the Mayor to act on behalf of the City in executing closeout documentation as the Chief Elected Official under the provisions of the North Carolina Community Development Block Grant Program Regulations (4 NCAC 19L).

Adopted this 6th day of October 2014.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

PUBLIC HEARING ON ZONING:

APOPT – ORDINANCE TO AMEND CHAPTER 40, SECTION 40-93, TABLE OF USES, OF THE CODE OF ORDINANCES OF THE CITY OF WASHINGTON

Mayor Hodges opened the public hearing.

Community & Cultural Resources Director, John Rodman explained that the amendment proposal is in response to certain requests to add Micro-breweries as a “use” in certain commercial districts. The Planning Board explored this and any use that is not listed in your zoning ordinance is not allowed traditionally. In the past, we tried to get ahead and address some of the things before they actually come before the board. This amendment seeks to accommodate and encourage this type of use and investment in certain Washington commercial districts while maintaining the protection of lower-intensity commercial districts from large-scale industrial-type uses. Micro-breweries will require a special use permit as the Business Historic District (BIH) and General Business District (B2) would not address Micro-breweries. Staff is requesting to include regular breweries as a permitted use in both the Light industrial and the Heavy industrial District.

There were no comments from the public.

Mayor Hodges closed the public hearing.

Councilman Pitt inquired if there was an interest in Micro-breweries locating in Washington? Mr. Rodman explained he doesn’t like to say we have anyone interested until someone has applied for a building permit but noted there have been conversations regarding a possible interest. Councilman Mercer commented on the process that was used for the Planning Board regarding handing out material/documents at the meeting. The Planning Board has to review the documents at the meeting, make a number of changes, and or suggestions. He feels there should be discussion and a month to review before making a motion to adopt, modify or make suggested changes – changes should be made

at the next meeting. Mr. Rodman suggested this procedure would have been followed if the Planning Board had not been comfortable with what had been decided upon (there was extensive conversation regarding this matter). Dot Moate, representing the Planning Board noted the Board members were in agreement with the suggestions that were presented to the Board and they felt comfortable with this ordinance.

By motion of Councilman Beeman, seconded by Councilman Brooks, Council accepted the recommendation of the Planning Board and approved the Ordinance to amend Chapter 40, Zoning of the Washington City Code, according the information presented on the attached Ordinance Amendment.

AN ORDINANCE TO AMEND CHAPTER 40, ZONING OF THE WASHINGTON CITY CODE
WHEREAS, NCGS 160A-385 authorizes local governments to amend ordinances regulating land use within their jurisdiction; and

WHEREAS, the amendment set out below is made in accordance with NCGS 160A-364; and

WHEREAS, the amendment set out below is intended to promote the public health, safety, and welfare by amending the City Code to define and regulate a Brewery and Micro-brewery, and to add prescribed conditions for such uses.

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

Section 1. That **Chapter 40. Article II, Section 40-25, Words and Terms Defined**, be amended by adding the following definitions:

Brewery. A building or establishment used for the manufacture of malt liquors, such as beer and ale. Breweries manufacture in excess of 15,000 barrels (a barrel is approximately 31 gallons) of malt liquors a year.

Micro-brewery. A brewery where malt beverages are made on the premises and produce less than 15,000 barrels of malt liquors a year. Micro-breweries provide areas for on-premise consumption, education, retail sales or other accessory uses.

Tap Room. An area that is necessary for a micro-brewery where the public can purchase and/or consume only the beer produced on site. Considered an accessory use to a Brewery and Micro-brewery.

Brewpub. A combination brewery, restaurant and/or pub; beer is brewed for consumption on the premises and served along with food. Considered an accessory use to a Micro-brewery.

Section 2. That **Chapter 40. Article VI, Section 40-93, Table of Uses**, be amended by adding that a **Brewery** will be a Permitted Use within the I1 (Heavy Industrial) and I2 (Light Industrial) Zoning Districts.

Section 3. That **Chapter 40. Article VI, Section 40-93, Table of Uses**, be amended by adding that a **Micro-brewery** will be permitted only by Special Use Permit issued by the City of Washington Board

of Adjustment within the B1H (Business Historic) and B-2 (General Business) Zoning Districts. A **Tap Room** and a **Brewpub** will be considered as accessory uses to the Micro-brewery.

Section 4. That **Chapter 40. Article VI, Section 40-119, Index to Listed Uses**, be amended by adding as follows:

(vv) Micro-brewery.

Section 5. That **Chapter 40. Article VI, Section 40-120, Listed Uses, Specific Criteria**, be amended by adding **(vv) Micro-brewery** as follows:

- (1) Special Use Permit granted under this section shall be for a period of one (1) year and must be renewed annually. It shall be the responsibility of the owner/operator to make timely application for permit renewal.
- (2) Required to include one or more accessory uses such as tap room, restaurant, or other use incidental to the micro-brewery and open and accessible to the public. A minimum of 500 square feet shall be provided for the tap room.
- (3) A micro-brewery production area cannot exceed 7,500 square feet of gross floor area. Micro-breweries adaptively reusing buildings within a National Register Historic District are exempt from size limitations for all portions of the building existing at the adoption this amendment.
- (4) The use must be a minimum of two hundred (200) linear feet from any church or religious institution, public or private school, and daycare facility.
- (5) Adopted Plans. The Board of Adjustment may provide additional requirements as it deems necessary in order to ensure the proposed project is compatible with the City CAMA Land Use Plan, and the City Comprehensive Plan or any other adopted plans regulating uses.

Section 6. That **Chapter 40. Article XVII, Section 40-449, Schedule of Required Parking Spaces**, be amended as follows:

Retail Trade

- (l) Brewery, Micro-brewery – 1 per every 3 seats plus 1 for every 2 employees on the largest shift, except when located in the B1H Zoning District.

Section 7. This Ordinance shall become effective upon its adoption.

Section 8. All Ordinances or parts in conflict herein are repealed.

Adopted this 6th day of October, 2014.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

SCHEDULED PUBLIC APPEARANCES: NONE

CORRESPONDENCE AND SPECIAL REPORTS: NONE

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE

APPOINTMENTS: WARREN FIELD AIRPORT ADVISORY BOARD

By motion of Councilman Mercer, seconded by Councilman Brooks, Council appointed Clifford Roy Whichard to fill the unexpired term of Thomas Saccio, term to expire June 30, 2015.

OLD BUSINESS:

APPROVE – UPDATED SITE SPECIFIC MASTER PLAN FOR HAVENS GARDENS

City Manager, Brian Alligood reviewed that Susan Suggs completed a site specific Master Plan for Havens Gardens that was adopted by City Council on March 9, 2009.

Mr. Alligood stated that during the January 2014 Recreation Advisory Committee meeting, RAC recommended to asked City Council to re-appropriate funds left over from the Festival Park project budget. The Recreation Advisory Committee requested this funding to update the plan on March 10, 2014. City Council voted not to adopt the budget ordinance amendment to fund a revised Havens Gardens Master Plan until the Recreation Advisory Committee had further reviewed the plan and established specific recommendations for changes. This request is being brought back to Council; the RAC has completed this work, an updated site specific Master Plan will be needed to apply for a Parks and Recreation Trust Fund Grant.

Councilman Mercer stated he believes we closed the funding for Festival Park and inquired if this funding is in fund balance at the present time and Mr. Alligood stated ‘yes’ and Council would need to re-appropriate the funds from fund balance.

Community & Cultural Resources Director, John Rodman explained that several months ago when staff came before Council, Council directed the Parks and Recreation Advisory Committee to go back and make sure of the elements they wanted in the Master Plan. The RAC has met several times at the site and walked the site numerous times and this is what they would like to see (elements) as far as Havens Gardens improvements. This is what the RAC felt this Council had directed them to do and asked Ms. Suggs for an updated price to complete the Master Plan. Staff requested Ms. Suggs to provide cost estimates on all the elements that we would like to see; therefore, the price is a little higher. Ms. Suggs shared some of the things that would make the application stronger when it is time to apply for a grant (splash park, beach volley ball). Ms. Suggs stated it is likely they will be recommending a Master Plan and then break it down into one or two phases for funding purposes.

Mayor Pro tem Roberson commented in 2008-2009 we had a plan and he noticed this plan had an additional pier; it would be a good suggestion to include a kayak launch at this facility. Mayor Pro tem Roberson suggested there is enough linear footage along the shore line to make this possible and inquired if this would be feasible. Councilman Mercer inquired if there was a kayak launch for the boat area and Mr. Rodman stated there is one proposed but has not been approved. Ms. Suggs suggested this was something that could be considered under the Master Plan. Mr. Rodman suggested adding an additional pier would not be a bad thing because you will not have a conflict in usage. An additional

pier could be used as an observation area and still have the fishing pier. Mayor Hodges suggested you could use the additional pier for both the observation area and a kayak launch and Mr. Rodman agreed.

Mayor Hodges noted his concern would be it’s not very deep at the end of the pier and we need to consider liability issues. Also, the play ground area could be tightened up with the play area and splash park be side by side. Councilman Pitt inquired if Havens Gardens would become ADA compliance and Mr. Rodman stated “definitely” this was stressed.

Coastal Planning & Design, PLLC

885 Osprey Point Road Beaufort, NC 28516 252-732-0467
cpsuggs@embarqmail.com

September 24, 2014
Proposal: Update to Master Plan for Havens Gardens Park
City of Washington

Consultant: Susan Suggs is a licensed landscape architect with over 38 years experience in local government planning, park design and site planning. Ms. Suggs has extensive experience working with the City of Washington Parks and Recreation Department including the following projects related to this park update.

- 2009 Master Plan for Havens Gardens Park
- Master Plan for Jacks Creek Greenway
- Master Plan for City of Washington Waterfront Recreation Facilities
- City of Washington Pedestrian Master Plan

Project Purpose: The purpose of this project is to update the Master Plan for Havens Gardens Park for use in the preparation of a PARTF Grant application. The plan will incorporate physical changes to the park and its’ vicinity due to the construction of a new bridge on Highway 39 and the removal of street fragments as recommended in the 2009 Master Plan for the Park. The Plan Update will use the recommendations to the City of Washington Parks and Recreation Master Plan. The Plan Update will use the September 2014 Site Plan based on input from City Staff and the City Parks and Recreation Commission as a basis for the update.

Work to be performed:

- Analysis of existing conditions including environmental parameters
- Preparation of documents for public input event using the September 2014 Site Plan
- Public Input Meeting
- Analysis of public input
- Preparation of construction quantities for cost estimates by City Staff and compilation of costs
- Meeting with Parks and Recreation Commission and City staff to discuss public input, cost estimates
- Preparation of proposed Park Master Plan (may include phases) and Report
- Presentation of Plan Update Report to Parks and Recreation Advisory Commission
- Possible changes to Plan Update based on input from Parks and Recreation Advisory Commission

Travel associated with preparation of Havens Gardens Park Plan Update:

- Trip one: Public input meeting
- Trip two: Meeting with Parks and Recreation Advisory Commission to review input and costs estimates
- Trip three: Presentation of Draft Plan to Parks and Recreation Advisory Commission
- Trip four: City Council Public Hearing Presentation

The City of Washington will provide public notice for the public input meeting and a location for public input event. Consultant will provide construction quantities to staff (square feet of sidewalk, new asphalt, size of shelters, play areas etc.) Staff will obtain estimates from local contractors, equipment, surfacing and shelter vendors. Costs estimates are for planning purposes only.

Fees and Charges:

Consultant will charge \$150 per hour not to exceed \$8000
Consultant will charge \$300 for each trip to cover mileage and partial reimbursement for hours.

Maximum total based on 4 trips. \$7200

Havens Gardens Park Plan
August 15, 2014
Revisions

This schematic is based on input from John Rodman, City of Washington Planning Director and input from the August Recreation Advisory Committee meeting. These recommendations pertain to the park property south of NC 32.

- Shift the parking area west to provide more open area on the east end of the park.
- Realign the driveway into the park opposite Main Street.
- Keep the 2 east shelter, restrooms and fishing pier.
- Rebuild the shelter west of the parking area and relocate slightly to be outside the 50 foot water quality buffer
- Include a loop walking trail west of the parking area. The walkway must be outside the 30 foot DWQ buffer. Locate it at 30 feet as feasible.
- Locate a shelter overlooking the Pamlico River on the west end of the park.
- Use pour play surfacing in play equipment areas. The Recreation Director will work with playground equipment vendors to supply new equipment.
- Add facilities for a splash park, bocce and beach volley ball.
- Provide a fenced play area for small children.
- The parking area should accommodate bus drop off.

Additionally the proposal must meet the following.

- Limited development is allowed by DWQ in the 30 feet adjoining the waterfront.
- Structures and parking lots are not permitted within 50 feet of the water.
- To avoid the requirement for an engineered storm water permit, keep impervious areas less than 24%.

Proposed development:

Parking: The parking area has been located westward and aligned with NC 32 and the bulkhead. All of the parking area complies with DWQ buffer regulations. There are 67:9 foot wide spaces and 3 accessible spaces. Eight of the spaces are for compact cars less than 15 feet long to accommodate school bus access to drop off students.

Walks: All walks shall be smooth compact surfaces that are accessible. A walking trail begins at the accessible parking spaces of the parking area following the water front to the western end of the park east of the railroad and then following the railroad right of way eastward to the former street and then east back to the north west corner of the parking lot and along the parking lot to the point of beginning. This loop is approximately 1800 feet long and 5 feet wide. The existing sidewalk along the former street could be used but since it is in poor condition, this is not recommended. The existing walkway to the railroad tracks remains.

This walkway continues east along the 30 foot DWQ buffer connecting with the shelter and the future boardwalk under the NC 32 Runyan Creek bridge.

Other walkways serve the recreation facilities located between the parking area and the restrooms and provide access to the restrooms.

Fencing: A fence is recommended along the railroad right of way. A fence is recommended between the fitness loop and NC 32. Fencing is on the north, east and west sides of the parking area. There is a short fence around the tot play area.

Recreational facilities:

New facilities:

A fenced play area (35 X 50 feet) for young children is provided. A 12 X 12 foot gazebo is located adjacent to this area. This gazebo is central to the children's play area.

A splash park (30 x 40 feet) will be a popular new facility. It is located west of the restrooms with a shelter on the north side adjacent to the fitness trail.

Beach volley ball is located in an open area west of the splash park. There are two courts making it eligible for small regulation tournaments.

An optional bocce court is located away from the children's play area east of the parking lot.

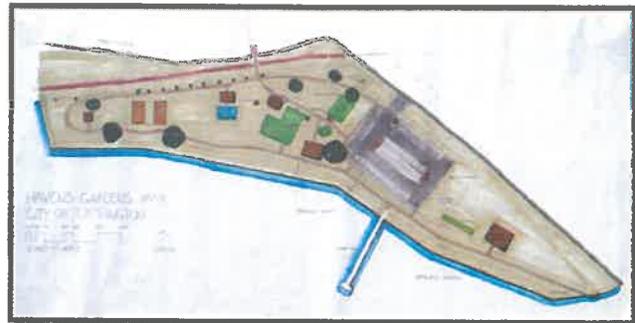
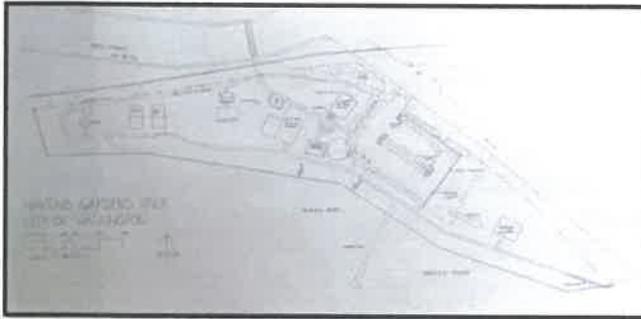
The "wheel" is relocated near the park entrance. It will serve as a symbol for the park reinforcing the park's identity.

A play area for 6-12 year olds has pour play surfacing and is located south east of the restrooms and near the shelter.

Fitness stations could be located along the fitness walkway.

Benches should be included in many locations. The bench swings could be sited between the walkway and the Pamlico River.

This plan meets the storm water impervious requirements, Division of Water Quality buffer requirements and ADA requirements.



By motion of Mayor Pro tem Roberson, seconded by Council Beeman, Council accepted the recommendation from the Recreation Advisory Committee to contract with Susan Suggs to complete an updated site specific Master Plan for Havens Gardens in an amount not to exceed \$7200.

DISCUSS – YOUTH RECREATIONAL LEAGUE FEES

Comments received from Members of Council:

Councilman Mercer:

- Docks included in the financial portion – since the docks are an Enterprise Fund shouldn't it be removed from the calculation
- If we removed this calculation then we wind up supplementing the Recreation Budget at \$1.1 million instead of the \$1.4 million
- With the participation normally being 50/50 then we would be supplementing City residents by approximately \$500,000 a year and County residents at approximately \$500,000 a year. This will give us the million dollars we are putting into the recreation activities ~ we need to cover at least half of the supplement for the County residents in some way whether it be from fees, contribution from the County or in some other manner, we ought to get back at least \$250,000.
- \$30 will not allow the City to get back \$250,000 ~ at one time we discussed charging different fees for City participants and out of town participants – Council can encourage the league to do this

Councilman Pitt:

- Concurred with Councilman Mercer in that we need to charge more for County residents and keep our City residents in Beaufort County and not going into another County to play sports. Any action needs to be addressed with the County before budget workshops

Councilman Brooks:

- Attended the meeting with the Board and brought the recommendation to Council for \$30 increase in fees ~ it will place a burden on the leagues to determine residents of City versus County residents. Also, we need to determine how many County participants there are and present this to the County Commissioners to make the program work and Councilman Mercer agreed ~ noting this is the problem, but we are being told at the present time there is **no** tally of City & County participants

Mayor Pro tem Roberson:

- Separate rates for City/County ~ there are civic organization inside the City of Washington and Beaufort County that could assist with the fees

Councilman Beeman:

- Agrees with separate rates unless the County decides to contribute more money and \$30 feels it is high and we will lose participants ~ more kids will be able to pay the lower we can keep the rate.

Councilman Mercer referred to an email received by Council today stating the County contributed \$15,732 to the City for programs. This would be a little over a \$1 and if you compare that to what the County did for the other communities in the County it is anywhere from \$3-\$7. Councilman Beeman and Brooks agreed that we should talk to the County. Mr. Alligood explained he had been in communication with the County Manager, Randell Woodruff to discuss funding issues and the County's/City's participation. The next step, with direction from City Council, is to be put on the County's agenda to make a formal presentation.

Mr. Alligood requested a more detailed set of parameters from where Council would like staff to go. Councilman Mercer inquired as to what percentage Council wants to recover. Mayor Pro tem Roberson suggested \$25 for City residents and \$30 for County residents. Councilman Mercer suggested starting with 50% recovery of cost to non-city residents ~ Mr. Alligood agreed that a rough percentage would help staff. Mr. Alligood reiterated we would need to cover about 50% of that cost and negotiation would start at that point.

Information submitted to Kristi Roberson from League Representatives:

I requested all of the Youth Recreational Leagues to provide me with the increase in participation numbers from when the fee was lowered to \$25 in 2011. I also asked for any additional information they would like to provide.

Washington Girls – Fast Pitch Softball (Neal Dixon)

Good morning. We have actually experienced a drop in participants. When we charged \$55 per participant in 2011, our participants' numbers were at approx. 260. Since dropping to the \$25 fee for the 2012 and 2013 seasons, we have experienced an approx. 10-15% decline in participants. We are attributing the decline to several outside factors such as Tumble Bee Gym, Cheer Extreme, and Spring Soccer. I am not against the participant fee, but we feel that it will certainly impact our participant lever in a negative way.

It will also increase the demand on our board from a fundraising standpoint. Based on some of our last calculations, it cost our league approx. \$100 per participant to play during the spring softball season. We have been recovering \$25 of that from resignation. The other \$75 dollars has been having to be raised through fundraising efforts and revenue generated from the concession stand. Unfortunately, we will have to pass the participant fee along to participant or do what would add an additional demand on our fundraising efforts.

Cal Ripken (Chip Edwards)

Kristi, we actually have dropped in participation numbers each year since the inception of the reduced \$25 fee. We have gone from 320+ participants during the Spring to roughly 280 this past season. I am unsure of whether the \$30 fee (which would increase our fee charged per participant to \$55) will impact participation. I can only assume our numbers will decrease. Thanks

Washington Optimist Club (Patty Peebles)

The additional fee will reduce the number of participants in our league. Raising the cost \$30 will double what was charged this year. We sponsored 12 children this year that could not pay the \$30 fee.

We have 550 children playing in our regular league and 12 in the Castle league.

We had about 580 last year. But we had some 16-18 year olds that played last year and we didn't have enough for teams this year. The older age varies.

During the Spring to roughly 280 this past season. I am unsure of whether the \$30 fee (which would increase our fee charged per participant to \$55) will impact participation. I can only assume our numbers will decrease. Thanks

Washington Optimist Club (Patty Peebles)

The additional fee will reduce the number of participants in our league. Raising the cost \$30 will double what was charged this year. We sponsored 12 children this year that could not pay the \$30 fee.

We have 550 children playing in our regular league and 12 in the Castle league.

We had about 580 last year. But we had some 16-18 year olds that played last year and we didn't have enough for teams this year. The older age varies.

We had about 600 the year the "kids play free" thing started, but many quit or never showed up and it was a mess for the teams being short players. We don't like free.

We estimate that we may lose 100-150 children if the price doubles. If the price is modified as was shown in the document we reviewed with the City manager whereas soccer will pay ½ which would be a \$15 increase I don't think we will lose as many children. I believe we were at about 450 when the cost was reduced.

Many parents who cannot afford the cost will not ask for help has been our experience. Very few actually ask for help. Most come and ask if they can make payments or pay when they get paid next. Those are the ones we offer scholarships for because we know paying is hard for them. Some of the children we are sponsoring is where we saw a parent signing up one child, but not the other because they didn't have money for tow and we offered to pay for the second or third child. One boy about 10 was counting change for his little sister to play and he said couldn't play this year because his parents didn't have the money. We ended up sponsoring both children. We also help buy shoes, socks and shin guards for those who are in need.

Junior Babe Ruth (13-15 baseball)
No response at this time.

Washington Youth Basketball
No response at this time.

Yolanda Parker, League President, indicated a loss of 200 children at the September 22nd Council Meeting.

Washington Youth Football (Keith Mitchell)

**Even though this is not a City affiliated program, we have reached out to this organization for their input.

Ray and I feel like a \$30.00 participation fee would probably cut our numbers in half, which in turn will affect the status of the community league since we carry a majority of teams inside the Community Football League.

RECOGNITION OF BOY SCOUT TROOP #21

Mr. Archie Jennings noted Troop #21 is working on citizenship in the community. Mayor Hodges voiced it was a privilege to have the troop with Council today.

Scouts present:

- | | |
|-------------------|-------------------|
| Bentley Commander | Henry Jennings |
| Ben Morris | Colston Lyons |
| Lucas Wood | Kevin Tetterton |
| Sam Martin | Courtland Whitney |
| Tim Anglim | Allen Crisp |

DISCUSS – COFFEE WITH COUNCIL – SET DATE AND AGENDA

Washington Harbor District Alliance Executive Director, Beth Byrd discussed meeting dates for Coffee with Council. Council agreed to meet on Monday, November 17th at 8:30am - location to be determined.

MOVED TO CLOSED SESSION ~ DISCUSS – NOTICE FROM DCA REGARDING KEYS LANDING

NEW BUSINESS

APPROVE – SONS OF THE AMERICAN REVOLUTION EVENT

Brian Alligood, City Manager, explained the request received from Mr. Guy Higgins, Vice President of Sons of the American Revolution. Mr. Higgins has requested permission to discharge a 3 shot volley of black powder muskets without ball ammunition during the dedication of 4 Patriots Graves.

This event is scheduled for Saturday October 25th from 11 to noon at St. Peter’s Episcopal Church located at 101 N. Bonner Street and the discharge will take place around noon.

Mr. Higgins representing the Sons of the America Revolution stated they would be passing out literature to neighbors advising of the event and stated it would be like a military funeral with a 21 gun salute.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council approved the discharge of a three shot volley of black powder muskets without ball ammunition during the dedication of four Patriot Graves at St. Peter’s Episcopal Church – 101 N. Bonner Street on Saturday, October 25, 2014 between the hours of 11:00 am and 12:00 noon.

ACCEPT/AWARD – BIDS AND AWARD CONTRACT FOR PEOPLES MUNICIPAL PIER

Mr. Alligood explained the tabulation presented to Council for the building of the pier and the construction of the gazebo. The Peoples Municipal Pier sub-committee has completed work on final specifications and materials for the project. Mosley Design Group has completed work on a set of sealed drawings in order to begin the process of bidding the project. Gazebo plans by Poligon have been completed and “invitation to bid” was extended.

Councilman Mercer expressed concern regarding channel infringement and asked staff to make sure we have documentation in hand stating we are not infringing on the channel. Mr. Rodman stated the City received a modification of the CAMA permit from the Division of Coastal Management and we looked at where the channel set back was and scaled the design with that in mind. We were approximately 10 feet short of what the channel set-back required.

By motion of Councilman Mercer, seconded by Councilman Beeman, Council accepted the bids as presented and awarded the construction contract for the Peoples Municipal Pier to the lowest responsible bidder, **Sawyer’s Residential & Marine Construction**, in the amount of **\$83,124** subject to notification it doesn’t infringe on Federal Channel.

Construction Bids Submitted:

	<u>Price</u>
DB & H Commercial Contractors	Pier \$137,700
	Gazebo <u>4,500</u>
	Total \$142,200*
TJ’s Marine Construction	Pier \$ 84,800
	Gazebo <u>17,000</u>
	Total \$101,800*
Sawyers Residential & Marine Construction	Pier \$ 74,624
	Gazebo <u>8,500</u>
	Total \$ 83,124*

*Bid price does not include the cost for the purchase of the Poligon gazebo structure.

ADOPT – GRANT PROJECT ORDINANCE AND THE BUDGET ORDINANCE AMENDMENT FOR THE PEOPLES MUNICIPAL PIER PUBLIC ACCESS GRANT AWARD

Mr. Alligood explained the Grant Project Ordinance and the Budget Ordinance Amendment for the Peoples Municipal Pier Public Access Grant Award. Mr. Alligood explained the City has received a grant from the NC Division of Coastal Management Public Beach and Waterfront Access Funds “Fast Track” grant program for year 2014 for the construction of a municipal pier located along the promenade at the intersection with Harding Square.

The NC Public Beach and Waterfront Access Program is a matching grant program administered by the Department of Environment and Natural Resources. The City received a grant award in the amount of \$120,000. The City will contribute \$15,000 in local cash match and \$15,000 in in-kind services.

By motion of Councilman Roberson, seconded by Councilman Brooks, Council adopted the Grant Project Ordinance in the amount of \$135,000 and the Budget Ordinance Amendment in the amount of \$15,000 for the Peoples Pier Public Access Grant award.

A GRANT PROJECT ORDINANCE FOR PEOPLES PIER PUBLIC ACCESS GRANT AWARD #6037 CITY OF WASHINGTON, N.C. FOR FISCAL YEAR 2014-2015

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

Section 1. The project authorized is for the design and installation of a people pier at the waterfront, to be financed with 75% grant funds.

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

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

72-40-6124-4500	Construction	\$135,000
-----------------	--------------	-----------

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

72-40-6124-3300	Public Access Grant Funds	\$120,000
72-40-6124-1000	Transfer from General Fund	<u>15,000</u>
	Total	\$135,000

Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant agreements.

- Section 6. Funds may be advanced by the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.
- Section 7. The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.
- Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this grant project in every budget submission made to the City Council.
- Section 9. Copies of this grant project ordinance shall be furnished to the City Clerk, and to the Budget Officer, and to the Finance Director for direction in carrying out this project.
- Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 11. This ordinance shall become effective upon its adoption.

This the 6th day of October, 2014.

ATTEST:

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

**s/Mac Hodges
Mayor**

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

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

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

10-00-3991-9910	Funds Balance Appropriated	\$15,000
-----------------	----------------------------	----------

Section 2. That account number 10-00-4400-9201, Transfer to Grant Funds, Miscellaneous Department of the General Fund appropriations budget be increased in the amount of \$15,000 to provide funds for the cash match portion of the Peoples Pier Public Access Grant.

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 6th day of October, 2014.

ATTEST:

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

**s/Mac Hodges
Mayor**

ANY OTHER ITEMS FROM CITY MANAGER: NONE

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

DISCUSSION – GOAL SETTING FOR CITY MANGER

Mayor Hodges requested members of Council prioritize the goals for the City Manager and submit them to the City Clerk.

**CLOSED SESSION: UNDER NCGS 143-318.11(A)(3) ATTORNEY CLIENT PRIVILEGE –
DISCUSSION – NOTICE FROM DCA REGARDING KEYS LANDING**

By motion of Councilman Mercer, seconded by Councilman Brooks, Council entered into closed session under NCGS § 143-318.11(a)(3) at 6:40 pm.

By motion of Councilman Brooks, seconded by Councilman Beeman, Council came out of closed session at 7:10 pm.

ADJOURN:

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 7:13 pm until Monday, October 27, 2014 at 5:30 pm, in the Council Chambers.

(Subject to the Approval of the City Council)

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



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: October 27, 2014
Subject: Accept annual grant from Mid-East Commission Area Agency on Aging
Applicant Presentation: N/A
Staff Presentation: NA

RECOMMENDATION:

I move that the City Council accept and authorize the Mayor to sign the grant from the Mid-East Commission Area Agency on Aging in the amount of \$32,680.00.

BACKGROUND AND FINDINGS:

The Grace Martin Harwell Senior Center has been awarded the annual grant to support and promote senior health and general Senior Center operations in the amount of \$32,680.00 with a \$6,226.00 cash match. The estimated grant revenue, appropriations, as well as the cash and in kind matches were budgeted in the FY 14-15 original budget. These estimated numbers have now been finalized.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Grant Agreement/Contract

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

July 1, 2014 through June 30, 2015

Agreement for the Provision of County-Based Non-Unit Aging Services

This Agreement, entered into as of this 1st day of July 2014, by and between the City of Washington Grace Martin Harwell Senior Center (hereinafter referred to as the "provider") and the Mid-East Commission Area Agency on Aging (hereinafter referred to as the "MEC").

Witnesseth That:

WHEREAS, the MEC and the provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the MEC from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the MEC through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, c) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of funding by the MEC.
2. Grant Administration. The grant administrator for MEC shall be Timothy Baynes, Executive Director. The grant administrator for the provider shall be Carolyn Everett, Recreation Program Specialist. It is understood and agreed that the grant administrator for the provider shall represent the provider in the performance of this Agreement. The provider shall notify the MEC in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the provider are provided in paragraph six (6) of this Agreement.
3. Scope of Services: The provider shall do, perform, and carry out in a satisfactory and proper manner, as determined by the MEC, the agreements and assurances required in the request for proposal.

<u>Services</u>	<u>Federal/State Dollars</u>	<u>Local Match</u>
General Purpose (176)	\$11,680	\$3,893
Senior Center Operations (170)	\$17,000	\$1,889
Health Promotion/Disease Prevention (220)	\$ 4,000	\$ 444

The provider shall submit an annual report to the MEC no later than July 14, 2015. Services authorized through this agreement shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed by June 30, 2015. No state funds can be dispersed after the close of the fiscal year. Projected June expenditures must be reported with May services reported in June.

4. Assignability and Contracting. The provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with grant funding shall be carried out in accordance with the procurement and contracting policy of the provider or, where applicable, the MEC, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services from a vendor that has been suspended or debarred from Federal grant programs.
5. Compensation and Payments to the Provider. The provider shall be compensated for the work and services actually performed under this Agreement by payments to be made by the MEC. Total reimbursement to the provider under this Agreement may not exceed the grand total of available funding.
 - (a) Reimbursement of Service Costs. Reimbursements of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.
6. Reallocation of Funds and Budget Revisions. Any reallocation of funding between providers shall be voluntary on the part of the provider and shall be effective only for the period of the Agreement. The reallocation of funds between providers will not affect the allocation of future funding to the provider. If during the performance period of the Agreement, the MEC determines that a portion of the funds will not be expended; the grant administrator for the provider shall be notified in writing by the MEC and given the opportunity to make funds available for reallocation to other providers in the Planning and Service Area or elsewhere in the state.

Providers may request budget revisions during the period of the agreement, with final budget revisions due to the MEC no later than May 1, 2015.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

7. Monitoring. This Agreement will be monitored to assure that services are being provided in compliance with the N.C. Division of Aging Service Standards Manual, dated July 1, 1992, and the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997. Further, compliance with updated monitoring requirements, as specified in Office of Management and Budget (OMB) Circular A-133 and NC General Statute 143-6, shall be carried out. Monitoring shall also include compliance with conflict of interest requirements. Monitoring requirements are discussed in DOA Administrative Letter No. 03-14 (11/5/03). Private non-profit service providers will be monitored to ensure compliance with conflict of interest policies, as stated in DOA Administrative Letter No. 03-14.

The monitoring of services provided under this Agreement shall be carried out by the MEC in accordance with its Assessment Plan and/or by the DAAS regional Adult Program Representatives in accordance with the parameters of the interagency agreement established between the Division of Aging and the Division of Social Services, as provided in DOA Administrative Letter No. 98-13.

Providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (July, 1994) and DOA Administrative Letter No. 98-13. Any areas of non-compliance will be addressed in a written corrective action plan with the provider.

8. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grant administrator for the MEC. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the provider.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the MEC. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the provider of its appeal procedures and will inform the MEC that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

9. Termination for Cause. If through any cause, the provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the MEC

shall have the right to terminate this Agreement by giving the provider written notice of such termination to the provider and specifying the effective date thereof. The date of notice shall be at least five (5) working days before MEC effective date of such termination. In such event, all documents and other materials collected or produced under this Agreement shall at the option of the MEC, become its property. The provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

10. **Audit.** The Community Service Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers must provide a copy of their year end financial statements, and any required audit, to the MEC on Aging. Community service providers, as specified in paragraph one (1) are subject to audit and fiscal reporting requirements as stated in NC General Statute 143-6 and OMB Circular a-133, where applicable. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143-6 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book** audit unless it a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book** audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <http://www.ncgrants.gov>.

The following provides a summary of reporting requirements under NCGS 143-6 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

11. **Audit/Assessment Resolutions and Disallowed Cost.** It is further understood that the community service providers are responsible to the MEC for clarifying any audit exceptions that may arise from any MEC assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the MEC or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the Community Service Provider shall promptly repay such funds to the MEC once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the MEC is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the MEC on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the MEC is responsible for any disallowed costs. The County or MEC can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110,

requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.

12. Indemnity. The provider agrees to indemnify and save harmless the MEC, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the provider.
13. Equal Employment Opportunity and Americans With Disabilities Act Compliance. The provider shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
14. Data to be Furnished to the Provider. All information which is existing, readily available to the MEC without cost and reasonably necessary, as determined by the MEC's staff, for the performance of this Agreement by the provider shall be furnished to the provider without charge by the MEC. The MEC, its agents and employees, shall fully cooperate with the provider in the performance of the provider's duties under this Agreement.
15. Rights in Documents, Materials and Data Produced. The provider agrees that at the discretion of the MEC, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the MEC upon termination or completion of the work. Both the MEC and the provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the provider.
16. Interest of the Provider. The provider covenants that neither the provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
17. Interest of Members of the MEC, Lead Regional Organization, and Others. No officer, member or employee of the MEC or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

18. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
19. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
20. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.
21. Disaster Assistance: In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes, or other disaster related situation, the provider shall cooperate with requests for assistance from the MEC.
22. Attendance at MEC Meetings: The provider shall attend any committee; special meeting; or staff development training being held by the MEC to include the Regional Advisory Committee.

In witness whereof, the MEC and the provider have executed this Agreement as of the day first written above.

CITY OF WASHINGTON GRACE MARTIN HARWELL SENIOR CENTER

Attest:

_____ By: _____

Date: _____ Title: _____

Date: _____

MEC

Attest:

Annette Eubanks

Annette Eubanks
Area Agency on Aging Director

Date: OCT 0 2 2014

By: Timothy M. Baynes

Timothy M. Baynes
Executive Director

Date: SEP 3 0 2014

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: Janet E Dodge 2D
Janet Dodge, Finance Officer

DATE: 09/30/20 14



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: October 27, 2014
Subject: Havens Gardens Master Plan Budget Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council approve a budget ordinance amendment to fund the update of the Havens Gardens Master Plan.

BACKGROUND AND FINDINGS:

Council approved the contract with Coastal Planning & Design to update the Master Plan for Havens Gardens. Budget amendment appropriates funds for the contract.

PREVIOUS LEGISLATIVE ACTION

October 6, 2014 Council awarded contract

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

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

10/27/14 Date October 27, 2014
Page 28 of 137

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

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

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

10-00-3991-9910	Fund Balance Appropriated	7,200
-----------------	---------------------------	-------

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

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

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

Adopted this the 27th day of October, 2014.

MAYOR

ATTEST:

CITY CLERK

Mayor
Mac Hodges

City Manager
Brian M. Alligood



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

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: October 27, 2014
Subject: Budget Transfer- General Fund Load Management

The Budget Officer transferred \$457,366 of funds between the Substation Maintenance and Load Management divisions of the Electric Fund appropriations budget to include expenditures of maintaining and operating the peak shaving generators in the load management division.

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

Request for Transfer of Funds

Date: 10/21/2014

TO: City Manager or Finance Director
 FROM: Matt Rauschenbach
 SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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

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

For the purpose of: Transfer peak shaving generator related expenditures from substation to load management division of the electric fund.

 Supervisor Department Head

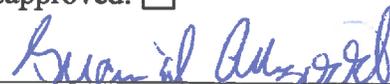
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

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

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



 City Manager or Finance Director

City of Washington Accident Statistics Report

January 01, 2014 - October 16, 2014

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

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

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

1904.7(a)

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

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

Grant Executive Summary

as of 9/30/2014

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

Applications

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

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Fund 50 - CDBG Housing Development Program

Grant Number: CDBG 09-C-2050 (HD)

Grant Agency: Department of Commerce

Contract Grant Administrator: Holland Consultants

City Grant Administrator: Matt Rauschenbach

Award Date: 4/9/10 Grant Expiration Date: 10/31/14 Projected Completion Date: 1/15/15

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$227,700.00	\$185,718.62	\$227,700.00	\$185,718.62
City Match	0	0	0	0
Other Match				
Total	\$227,700.00	\$185,718.62	\$227,700.00	\$185,718.62

Reimbursement to Date:	\$185,718.62
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$185,718.62

Grant Status

Prior Activity: Five homes have been constructed and occupied. WHI deposits \$6,000 for each grant lot closing in a the City Attorney's trust account until the City no longer has exposure to pay back grant funds. \$18,571.86/home is to repaid for the number of homes less than 10 that are not occupied as of 10/31/14.

Status:	10	LMI home commitment
	2	Conveyed- non grant lots
	3	Conveyed- grant lots
	5	Remaining balance
	\$18,000	Trust account balance

Activity during month: Qualified 6th homeowner and received performance extension until 1/15/15.

City of Washington Grant Update

Projected Activity for next Month: Closing on 6th home is planned for October. Potential of two additional occupants prior to 1/15/15 extension deadline.

Is project on schedule, if not what action is being taken: Monthly update meetings with the Washington Housing Authority.

Other Notes/Council Actions required (Anticipated Date of Council Action): None

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Fund 51 - Blue Goose (Oak Ridge Metal Works)

Grant Number: 12-E-2404

Grant Agency: CDBG- Building Reuse

Contract Grant Administrator: Kevin Richards, Mid-East Commission

City Grant Administrator: Matt Rauschenbach

Award Date: 3/1/13 Grant Expiration Date: 3/1/15 Projected Completion Date: 2/1/15

Financial Status:

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$320,000.00	\$320,000.00	\$320,000.00	\$320,000.00
City Match	30,000.00	30,000.00	30,000.00	30,000.00
Other Match	0	4,000.00	0	0
Interest Earned	0	53.20		
Total	\$350,000.00	\$354,053.20	\$350,000.00	\$350,000.00

Reimbursement to Date:	\$354,000.00
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$354,000.00

Grant Status

Prior activity: Renovation of Oak Ridge Metal Works Building (Former Brooks Boatworks facility), job creation target met 9/26/13.

Activity during month: Received and processed last requisition from Mid- East.

Projected activity for next month: Grant closed.

Is project on schedule, if not what action is being taken: On schedule.

**City of Washington
Grant Update**

Other notes/Council actions required (anticipated date of council action): None

**City of Washington
Grant Update**

Agenda Date: October 27, 2014

Grant Name: Fund 52 - Comprehensive Bicycle Plan
Grant Number: 52-60-4930
Grant Agency: Mid-East Commission/NCDOT
Contract Grant Administrator: Justin Oakes
City Grant Administrator: Kristi Roberson

Award Date: 5/26/11 Grant Expiration Date: 12/31/13 Projected Completion Date: 6/30/14

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$28,000.00	\$23,430.00	\$ 28,000.00	\$25,830.00
City Match	7,000.00	7,000.00	7,000.00	6,457.50
Other Match				
Total	\$ 35,000.00	\$ 30,430.00	\$ 35,000.00	\$32,287.50

Reimbursement to Date:	\$ 30,430.00
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$ 30,430.00

Grant Status

Prior activity:

Field Evaluation; Public Input Survey; Steering Committee Meetings (5); Public Open House (2); Exhibit at BoCo Festival; Mapping

Completed addressing comments from City and NCDOT and submitted second draft for City and NCDOT review; worked to complete roadway inventory data gathering of roadway characteristics to provide to NCDOT to assist in review of proposed projects; discussed with Mid-East RPO; Mid-East finalized revisions on comments on Draft 4 and resubmitted to NCDOT.

Activity during month: Mid-East finalized working through most recent comments from NCDOT and submitted updated Draft to NCDOT. Mid-East received notice that the plan had been approved from NCDOT and could now go before the City for adoption.

Projected activity for next month: Presentation to Recreation Advisory Committee October 20th, Planning Board October 28th, and City Council November 10th.

City of Washington Grant Update

Is project on schedule, if not what action is being taken:

Project was slowed from its initial schedule in an effort to receive more public input; as a result more time was needed for NCDOT review of initial draft. Completion of second draft was slowed slightly, but has been submitted. Staff continues continued to collect roadway characteristic data to assist NCDOT in project review. Mid-East staff has made completion of the plan a top departmental priority and will work to get project completed as quickly as possible. Due to RPO requirements from NCDOT for Project Prioritization, revisions on most recent version have taken longer than anticipated. Coordination between the Mid-East, the City, and NCDOT will continue through the completion of the project.

Other notes/Council actions required (anticipated date of council action):

Council action required upon completion of the plan; Presentations to Recreation Advisory Committee on October 20th and Planning Board on October 28th. Barring any changes, Plan will go before City Council November 10th.

**City of Washington
Grant Update**

Agenda Date: October 27, 2014

Grant Name: Fund 55 - idX NC One Grant

Grant Number: 2012-9573

Grant Agency: NC Dept. of Commerce One NC Grant Fund

Contract Grant Administrator:

City Grant Administrator: Matt Rauschenbach

Award Date: 09/03/13 Grant Expiration Date: 09/03/16 Projected Completion Date: 09/03/16

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$300,000.00	\$0	\$300,000.00	\$0
City Match	0	0	0	0
Other Match				
Total	\$ 300,000.00	\$0	\$ 300,000.00	\$0

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		<u>0</u>
Total Reimbursement:	\$	0

Grant Status

Prior activity: Annual incentive match payment report submitted to DOC. Investment and employment being monitored.

Activity during month: Investment and employment being monitored. \$1,489,351 has been invested to date.

Projected activity for next month:

Is project on schedule, if not what action is being taken: On schedule

Other notes/Council actions required (anticipated date of council action): None at this time

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Jumpstart Washington
Grant Number: CDBG 11-C-2340
Grant Agency: Department of Commerce, CDBG SBEA
Contract Grant Administrator: The Wooten Company, Billie Hansen
City Grant Administrator: John Rodman

Award Date: 7/6/12 Grant Expiration Date: 1/16/15 Projected Completion Date: 10/31/14

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$200,000.00	\$195,539.49	\$200,000.00	\$199,710.79
City Match	0		0	
Other Match				
Total	\$200,000.00	\$195,539.49	\$200,000.00	\$199,710.79

*Detailed Revenue and Expenditure Statement is attached.

Reimbursement to Date:	\$195,539.49
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$195,539.49

Grant Status

Prior Activity: Purchased utility truck for Park Boat, plumbing equipment for FRE Plumbing and RX Drugs for Tayloe Pharmacy (considered working capital). Purchased Yale forklift and tractor for Park Boat. Procured and delivered skid steer loader for Pamlico Fence Company. Procured a BMW Diagnostic, Mercedes Benz Diagnostic, VW Diagnostic, Getac Semi-Rugged Computer, Dell Computer, LaunchPad, CarDaq M, and a window AC unit for Eastern Carolina Import Cars.

Activity during Month: All grant related purchases have been completed and new job creation commitments met. The CDBG Program Representative, Vanessa Alexander, monitored and assessed the grant activities and accomplishments on August 26th with no findings communicated.

Projected Activity for Next Month: Grant closed pending final document submission..

City of Washington Grant Update

Other Notes/Council Actions required (Anticipated Date of Council Action): None at this time.

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Fund 61 - Comprehensive Pedestrian Plan

Grant Number:

Grant Agency: Mid-East Commission

Contract Grant Administrator: Justin Oakes

City Grant Administrator: Kristi Roberson

Award Date: 5/20/13 Grant Expiration Date: 6/30/14 Projected Completion Date: 6/30/14

Financial Status:

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$10,000.00	\$10,000.00	\$ 10,000.00	\$0
City Match	0		0	
Other Match				
Total	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$0

Reimbursement to Date:	\$10,000.00
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$10,000.00

Grant Status

Prior activity:

Steering Committee Meeting; review of existing pedestrian plan; site visits to locations included in the plan; census data collection, public survey preparation
Prepared and distributed four sections of the draft plan to Steering Committee members for review; prepared materials and presentation for Steering Committee Meeting, which had to be distributed via e-mail as there were no members present at the meeting; Administered public input survey and prepared materials for public open house.

Activity during month:

Conducted site visits; finalizing recommended projects; reviewing Bike Plan recommendations to incorporate with Pedestrian Plan recommendations

Projected activity for next month: Continue completion of Draft Plan

City of Washington Grant Update

Is project on schedule, if not what action is being taken:

While start was initially delayed due to the continued work on the Comprehensive Bicycle Plan, Mid-East is currently working to complete the plan and it is a top departmental priority. Work has been slowed in order to concentrate on completion on Bike Plan, but completion and submission of draft plan to City Staff is anticipated by the end of the year.

Other notes/Council actions required (anticipated date of council action): Council action required upon completion of the plan (anticipated early 2015)

**City of Washington
Grant Update**

Agenda Date: October 27, 2014

Grant Name: Fund 65 - Economic Development Incentives – Spinrite Services
Grant Number: N/A
Grant Agency: City of Washington
Contract Grant Administrator: N/A
City Grant Administrator: Matt Rauschenbach

Award Date: 1/7/12 Grant Expiration Date: 1/7/15 Projected Completion Date: 1/7/15

Financial Status:

	Total Budgeted Revenues	Actual Revenues Project to Date	Total Budgeted Expenditures	Actual Expenditures Project to Date
Grant Funds	\$0	\$0	\$0	\$0
City Match	90,000.00	90,000.00	90,000.00	67,500.00
Interest Earned		426.97		
Total	\$90,000.00	\$90,426.97	\$90,000.00	\$67,500.00

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		<u>0</u>
Total Reimbursement:	\$	0

Grant Status

Prior activity: Beaufort County is the Local Government administering the NC One Fund Grant. The City expenditure to date of \$67,500 reflects our portion of the grant match based on actual jobs created. Reimbursement to date is 75%.

Activity during month:

Projected activity for next month:

Is project on schedule, if not what action is being taken: yes

Other notes/Council actions required (anticipated date of council action):

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Fund 66 - New Terminal Building (Design and Bidding)

Grant Number: 36237.38.12.1 (2012 Vision Funds)

Grant Agency: NCDOT Division of Aviation

Contract Grant Administrator: Talbert & Bright

City Grant Administrator: Allen Lewis

Award Date: 4/4/13 Grant Expiration Date: 7/1/15 Projected Completion Date: April 2014

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$99,694.00	\$99,694.66	\$99,694.00	\$99,694.66
City Match	\$11,077.00	\$11,077.19	\$11,077.00	\$11,077.19
Other Match				
Total	\$110,771.00	\$110,771.85	\$110,771.00	\$110,771.85

Reimbursement to Date:	\$99,694.66
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$99,694.66

Grant Status

Prior activity: Design was complete in October 2013 and bids were received in November 2013. Bids were presented to City Council in December 2013. Reimbursement requests for design and bidding phase costs were submitted to the NCDOT Division of Aviation on 07-31-13, 10-08-13, 11-12-13 and 02-04-14. A final invoice was prepared for this project and a final reimbursement request submitted to the NCDOT Division of Aviation. Reimbursement received 04-11-14. Grant funds (\$1,272) that are not spent will be available for use in a separate grant at a later date.

Activity during month: N/A.

Projected activity for next month: N/A. **Project complete.**

Is project on schedule, if not what action is being taken: **Yes, project is complete.**

Other notes/Council actions required (anticipated date of council action): N/A.

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Fund 66 - New Terminal Building (Construction)

Grant Number: 36237.38.13.1 (New Terminal Building)

Grant Agency: NCDOT Division of Aviation

Contract Grant Administrator: Talbert & Bright

City Grant Administrator: Allen Lewis

Award Date: 2/24/12 Grant Expiration Date: 7/1/17 Projected Completion Date: June 2015

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$199,277.00	\$0	\$199,277.00	\$ 0
City Match	\$22,142.00	\$22,142.00	\$22,142.00	\$ 0
Other Match				
Total	\$221,142.00	\$22,142.00	\$221,142.00	\$ 0

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:	_____	0
Total Reimbursement:	\$	0

Grant Status

Prior activity: This grant was approved by the State on February 24, 2014 and received by the City on March 1, 2014. The grant application submitted includes 2012 Vision 100 Funds in the amount of 49,277.00 and 2013 Vision 100 Funds in the amount of \$150,000. Contract documents were finalized and construction started on March 31, 2014. Surcharge pile was removed and partial foundation excavated and poured. Floor slab poured week of June 30.

Activity during month: Rough framing of structure scheduled to start.

Projected activity for next month: Complete rough framing of the structure and possible "weather-in" structure.

Is project on schedule, if not what action is being taken: Yes, project is on schedule.

Other notes/Council actions required (anticipated date of council action): N/A

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Fund 66 - New Terminal Building (Construction)

Grant Number: 36244.51.9.1 (State Discretionary Funding 12/13)

Grant Agency: NCDOT Division of Aviation

Contract Grant Administrator: Talbert & Bright

City Grant Administrator: Allen Lewis

Award Date: 2/24/14 Grant Expiration Date: 7/1/17 Projected Completion Date: June 2015

Financial

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$500,000.00	\$87,277.02	\$500,000.00	\$189,608.10
City Match	\$55,556.00	\$55,556.00	\$55,556.00	\$ 21,067.57
Other Match				
Total	\$555,556.00	\$142,833.02	\$555,556.00	\$210,675.67

Reimbursement to Date:	\$ 87,277.02
Outstanding Reimbursement	<u>102,331.08</u>
Total Reimbursement:	\$189,608.10

Grant Status

Prior activity: This grant was approved by the State on February 24, 2014 and received by the City on March 1, 2014. Contract documents were finalized and construction started on March 31, 2014. Surcharge pile was removed and partial foundation excavated and poured. Floor slab poured week of June 30.

Activity during month: Rough framing of structure scheduled to start and request reimbursement of expenditures of \$20,760.48.

Projected activity for next month: Complete rough framing of the structure and possible "weather-in" structure.

Is project on schedule, if not what action is being taken: Yes, project is on schedule.

Other notes/Council actions required (anticipated date of council action): N/A.

**City of Washington
Grant Update**

Agenda Date: October 27, 2014

Grant Name: Fund 67 - Façade Grants

Grant Number:

Grant Agency: City of Washington

Contract Grant Administrator:

City Grant Administrator: John Rodman

Award Date: 7/1/14 Grant Expiration Date: 6/30/15 Projected Completion Date: 6/30/15

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds				
City Match	\$20,000.00	\$ 0	\$20,000.00	\$ 7,000.00
Interest		15.41		
Total	\$20,000.00	\$ 15.41	\$20,000.00	\$ 7,000.00

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		0
Total Reimbursement:	\$	0

Grant Status

Prior activity:

Activity during month: Two façade grant reimbursements to date.

Projected activity for next month:

Is project on schedule, if not what action is being taken: on schedule

Other notes/Council actions required (anticipated date of council action): N/A

**City of Washington
Project Update**

Agenda Date: October 27, 2014

Grant Name: Fund 69 – Way Finding Project

Engineer/Architect:

Construction Company:

City Project Administrator: John Rodman

Project Start Date: 10/1/13

Projected Completion Date: 4/1/15

Financial Status:

	Total Budgeted Revenues	Actual Revenues Project to Date	Total Budgeted Expenditures	Actual Expenditures Project to Date
City Funds	\$150,000.00	\$150,000.00	\$150,000.00	\$4,475.00
Interest Earnings		45.16	0	0
Other				
Total	\$150,000.00	\$150,077.78	\$150,000.00	\$4,475.00

Project Status

Prior Activity:

Project Steering Committee stakeholders invited to participate in Phase 1 of the Wayfinding project. A total of 6 meetings have been held that consisted of getting started, developing goals and objectives, naming attractions and destinations, selecting preferred routes and gateways, gathering data on existing inventory and conditions, and analyzing that data. Created Design Concepts. Completed public input session for concepts. Steering Committee selected Final design based on input. Final Design concept presented to City Council.

Projected Activity for next Month:

Begin the development of a Sign Location Plan and receive comments from the NC DOT on sign standards and placement. Begin to determine the needed amount of signage and the formation of a preliminary budget.

Is project on schedule, if not what action is being taken:

Project is on schedule to be completed in FY 2015

Other Notes/Council Actions required (Anticipated Date of Council Action):

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Fund 71 – Airport Lighting Rehabilitation Project

Grant Number: 36244.51.10.1 (State Discretionary Funding 13/14)

Grant Agency: NCDOT Division of Aviation

Contract Grant Administrator: Talbert & Bright

City Grant Administrator: Allen Lewis

Award Date: 03/07/14 Grant Expiration Date: 07/01/18 Projected Completion Date: June 2018

Financial

	Total Budgeted Revenues	Actual Revenues Project to Date	Total Budgeted Expenditures	Actual Expenditures Project to Date
Grant Funds	\$325,000.00	\$8,839.12	\$325,000.00	\$17,577.00
City Match	\$36,111.00	\$36,111.00	\$36,111.00	\$1,953.00
Other Match				
Total	\$361,111.00	\$44,950.12	\$361,111.00	\$19,530.00

Reimbursement to Date:	\$ 8,839.13
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$ 8,839.13

Grant Status

Prior activity: The City received notification dated March 7, 2014, that the above noted funds had been allocated for this project. Approved project ordinance agreement – 04-14-14. Submitted application to State for grant agreement – 06-10-14. Waiting for executed grant agreement from State.

Activity during month: Received executed grant agreement from State on July 3.

Projected activity for next month: Begin and proceed with initial phase of design.

Is project on schedule, if not what action is being taken: Yes, project is on schedule.

Other notes/Council actions required (anticipated date of council action): Tentative award of contract this calendar year. Not sure of date at this time.

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Fund 75- Assistance to Firefighters

Grant Number: EMW-FO-00197

Grant Agency: FEMA

Contract Grant Administrator: N/A

City Grant Administrator: Robbie Rose

Award Date: 08/08/2014 Grant Expiration Date: 08/07/2015 Projected Completion Date:

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$47,500.00	\$0	\$47,500.00	\$0
City Match	2,500.00	0	2,500.00	
Other Match				
Total	\$50,000.00	\$0	\$50,000.00	\$0

Reimbursement to Date:	\$0
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$0

Grant Status

Prior activity: Completed required Environmental & Historic Preservation Screening Form and submitted for review/approval.

Activity during month: Projected activity for next month: Continue to await approval from Environmental & Historic Screening (60 – 90 day review time); cannot move forward with any work or expenditures prior to this approval process. Produced bid specifications and had on site meeting with two potential bidders. All bids due back October 15, 2014; should be ready to make recommendation to Council at the October 20th meeting.

Is project on schedule, if not what action is being taken: yes

Other notes/Council actions required (anticipated date of council action):

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Fund 76 - EDA Water Projects
Grant Number: EDA Project No. 04-79-06833
Grant Agency: USDOC - EDA
Contract Grant Administrator: Mid-East Commission
City Grant Administrator: Allen Lewis

Award Date: 09-11-13 Grant Expiration Date: 03-11-17 Projected Completion Date: 02-28-17

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$722,129	\$ 0	\$722,129	\$16,115.62
City Match	\$706,133	\$706,133.00	\$706,133	\$15,758.65
Total	\$1,428,262	\$706,133.00	\$1,428,262	\$ 31,874.27

Reimbursement to Date: \$0
 Outstanding Reimbursement requests: \$0
 Total Reimbursement: \$0

Grant Status

Prior activity: Topographic surveying and design work started and ongoing.

Activity during month: Design work is continuing along with permitting.

Projected activity for next month: Waiting on permit approval.

Is project on schedule, if not what action is being taken: Yes, project is on schedule.

Other notes/Council actions required (anticipated date of council action): Council action will be required to award construction project in December 2014, once design is completed and project is bid. Reimbursement requests for design cannot be made until 25% of the total construction project has been completed per grant requirements.

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Fund 77 - EDA Sewer Projects

Grant Number: EDA Project No. 04-79-06833

Grant Agency: USDOC - EDA

Contract Grant Administrator: Mid-East Commission

City Grant Administrator: Allen Lewis

Award Date: 09-11-13 Grant Expiration Date: 03-11-17 Projected Completion Date: 02-28-17

Financial Status:

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$719,920	\$0	\$719,920	\$ 66,417.26
City Match	\$703,974	\$703,974	\$703,974	\$ 64,946.13
Total	\$1,423,894	\$703,974	\$1,423,894	\$131,363.39

Reimbursement to Date: \$0
 Outstanding Reimbursement requests: \$0
 Total Reimbursement: \$0

Grant Status

Prior activity: Topographic surveying and design work started and ongoing.

Activity during month: Design work is continuing along with permitting.

Projected activity for next month: Waiting on permit approval.

Is project on schedule, if not what action is being taken: Yes, project is on schedule.

Other notes/Council actions required (anticipated date of council action): Council action will be required to award construction project in December 2014, once design is completed and project is bid. Reimbursement requests for design cannot be made until 25% of the total construction project has been completed per grant requirements.

**City of Washington
Grant Update**

Agenda Date: October 27, 2014

Grant Name: Fund 78 - Lighthouse Restrooms
Grant Number: Grant Contract Number 5026
Grant Agency: Public Access Funds/Division of Coastal Management
Contract Grant Administrator: Meghan Meehan, DCM
City Grant Administrator: John Rodman

Award Date: 1/17/12 Grant Expiration Date: 1/17/15 Projected Completion Date: June 2014

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$250,000.00	\$0	\$250,000.00	\$250,000.00
City Match	96,507.00	96,507.00	96,507.00	96,507.00
Interest Earned	0	370.79	0	
Total	\$346,507.00	\$96,877.79	\$346,507.00	\$346,507.00

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		<u>250,000.00</u>
Total Reimbursement:	\$	250,000.00

Grant Status

Prior activity:

Three bids received for project.

Contract awarded to White Construction and Design.

Contract negotiations with White Construction resulted in \$18,710 in reductions from the bid price.

Contract signed and Notice to Proceed issued in January 2014

**City of Washington
Grant Update**

Activity during month:

Construction nearing completion and expected for July.

Projected activity for next month:

Project close out.

Is project on schedule, if not what action is being taken:

Yes

Other notes/Council actions required (anticipated date of council action):

No action required at this time

City of Washington Grant Update

Agenda Date: October 27, 2014

Grant Name: Keysville Road Subdivision Grant
Grant Number: CDBG 05-C-1490
Grant Agency: Division of Community Assistance
Contract Grant Administrator: Holland Consultants
City Grant Administrator: Matt Rauschenbach

Award Date: 2005 Grant Expiration Date: 6/4/13 Projected Completion Date: 7/1/16

Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$250,000.00	\$250,000.00	\$250,000.00	250,000.00
City Match	70,000.00	70,000.00	70,000.00	70,000.00
Other Match				
Total	\$320,000.00	\$320,000.00	\$320,000.00	\$320,000.00

Reimbursement to Date:	\$250,000.00
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$250,000.00

Grant Status

Prior activity: Grant was closed for non-performance. \$25,000 of grant funds returned in July 2012, \$225,000 balance to be reimbursed in \$75,000 increments over the next three years net of a \$50,000 allowance/qualifying home, no recapture mechanism once funds are returned. Metropolitan committed to the construction and occupancy of two qualifying homes by June 30, 2014 to avoid the \$75,000 July 1 claw back.

Activity during month: Three homes are under construction, two nearing completion. Performance extension denied.

Projected activity for next month: Home closing pending LMI certification. Reimburse DCA \$75,000.

City of Washington Grant Update

Is project on schedule, if not what action is being taken: Monthly status meetings with Metropolitan.

Other notes/Council actions required (anticipated date of council action):

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
General Fund:								
IT	10-00-4132-7400	Wireless Bridge- sewer plant	1,204	(1,632)	0	2,836	Completed PY, TDA phone move CR	1
		Redundant PRI	6,917	6,709	0	208	Complete	1
		Redundant Cisco phone svr.	19,063	18,617	0	446	Complete	1
		IP addressing	1,520	0	1,520	0	In progress	1
		Total IT	28,704	23,694	1,520	3,490		
Police	10-10-4310-7400	Vehicles #132, 141,148,140	134,000	0	101,926	32,074	On order	
Fire	10-10-4340-7400	Thermal imaging camera	8,105	8,094	0	11	Complete	1
		Support vehicle 1	29,914	425	28,628	861	On order	
		Total Fire	38,019	8,519	28,628	873		
Planning	10-10-4910-7400	Streetscape	25,000	0	0	25,000	Committee forming, meeting October 21	
Powell Bill	10-20-4511-4500	Street Paving	279,208	195,477	43,565	40,166	Paving completed	2
Street Maintenance	10-20-4510-7400	Dump truck #454	75,000	0	62,780	12,220	On order	
Library	10-40-6110-7400	PC virtualization	14,700	7,929	0	6,771	Complete	
Outside Agency	10-40-6170-9113	Veterans Park Sign	6,920	3,615	745	2,560	Complete, PW material	1,2
Rec. Maintenance	10-40-6130-7400	3rd St ball field RR	59,620	59,620	0	0	Complete	1
		Utility trucks # 807 & 810	63,783	0	63,783	0	On order	
		Total Rec. Maintenance	123,403	59,620	63,783	0		
Total General Fund			724,954	298,854	302,947	123,153		
Water:								
Water Meter Svc.	30-90-7250-7000	AMR meters	110,000	8,164	5,201	96,635	Encumber by Dec., complete March	1
Water Treatment	30-90-8100-7400	Van #552 & pickup #565	40,000	0	38,092	1,908	On order	
Water Maintenance	30-90-8140-7400	Truck #414 body	7,393	8,399	0	(1,006)	Complete	1
Water Construction	30-90-8180-0400	16" WL engineering	61,653	980	60,673	0	Construction begins Dec., permit submitted	1
	30-90-8180-7400	Summit Ave. water line	168,806	3,500	71,920	93,386	Complete by October 24	1,2
		Total Water Fund	387,851	21,043	175,886	190,923		
Sewer:								
Wastewater Treatment	32-90-8220-7000	Blast & paint clarifiers 1&2	14,600	14,600	0	0	Complete	1
	32-90-8220-7400	Vehicle #548	25,000	0	24,628	372	On order	
	32-90-8220-7400	Effluent control panel	24,000	0	0	24,000	Encumber by October, complete Dec.	
	32-90-8220-7400	Tractor equipment	17,000	15,816	0	1,184	Complete	
Lift Stations	32-90-8230-7400	Rebuild 5th&Respass pump c	35,000	0	0	35,000	Encumber by October, complete Dec.	
	32-90-8230-7400	Fountain L.S. generator	8,663	913	7,784	(34)	Complete in September	1
		Total Sewer Fund	124,263	31,328	32,412	60,523		

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
Electric:								
Electric Director	35-90-7220-0400	Peak Shaving Rate Study	8,962	3,970	4,992	0	In progress	1
		Total Electric Director	8,962	3,970	4,992	0		
Electric Meter Service	35-90-7250-7400	Test Switches	1,740	1,740	0	0	Complete	1
		Meters & handhelds	70,000	0	0	70,000	Not started	
		Total Electric Meter Svc.	71,740	1,740	0	70,000		
Substation Maint.	35-90-8370-7400	Eastern substation breaker	46,512				Completed	1
		VOA recloser	20,000				Not started.	
		Distribution reclosers	20,000				On order	
		Capacitors	8,000				Not started.	
		E. substation security system	2,500				Using Tropos. Started.	
		FRHL & Whar St. bus metering	5,500				Complete	
		Sub-total	102,512	50,890	18,823	32,799		
	35-90-8370-7401	Main substation rebuild	250,000	0	0	250,000	Compiling material and const. specs.	
		Total Substation	352,512	50,890	18,823	282,799		
Load Management	35-90-8375-7400	Load management switches	70,000	0	65,600	4,400	On order	
Power Line Construction	35-90-8390-7400	2nd St./5th St Rebuild Engineer	71,538				Waiting on mat'l specs from engineer	2
		High School Feeder relocation	114,332				Complete	1,2
		Grimesland Feeder Engineering	73,226				Project ongoing, complete by Oct 31	1,2
		NC 32 Feeder Engineering	32,299				Project ongoing, complete by Sept 30	1,2
		White Post/Slatestone Feeder	100,000				Delayed to FY 15. Not started	2
		Sub-total	391,395	113,446	35,582	242,366		
	35-90-8390-7401	NC 32 Feeder rebuild	325,000				Ordering materials	
		2nd St./5th St Rebuild	300,000				Waiting on mat'l specs from engineer	
		Line truck #617	230,000				Compiling specs	
		Dually F350 #613	50,000				On order	
		Portable air compressor	20,000				Compiling specs	
		Sub-total	925,000	0	79,643	845,357		
		Total Power Line Constructi	1,316,395	113,446	115,225	1,087,723		
Total Electric Fund			1,819,609	170,046	204,641	1,444,922		
Solid Waste Collection:	38-90-4710-7400	Two leaf machines	60,000	51,042	0	8,958	Complete	
		Total Solid Waste	60,000	51,042	0	8,958		
Cemetery:	39-90-4740-5600	Storm drain repairs	7,223	7,223	0	0	Complete	2
Cemetery Fund	39-90-4740-7400	Two equipment sheds	30,000	3,000	27,000	0	Bid awarded in Ocotber	
		Total Cemetery	37,223	10,223	27,000	0		
Grand Total		Grand Total	3,153,900	582,536	742,885	1,828,479		

Notes:

- 1 PO carryforward
- 2 Project carryforward



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Cynthia S. Bennett, City Clerk *CSB*
Date: October 20, 2014
Subject: Appointment to Waterfront Docks Advisory Committee
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council appoint _____ to the Waterfront Docks Advisory Committee to fill the unexpired term of Doug Doscher, term to expire June 30, 2015. (Maritime Committee recommendation)

BACKGROUND AND FINDINGS:

Waterfront Docks Advisory Committee – membership consists of three (3) members inside City limits and two (2) members recommended by WHDA's Maritime Committee.

Nomination will be made by the Council liaison at the October 27, 2014 Council meeting.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Board Application

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review: 10/21/14 Date Concur _____ Recommend Denial _____ No recommendation *Shel*

Requested Board Waterfront Advisory Committee

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

NAME Mac Cox

ADDRESS 467 Mimosa Shores RD., Washington, NC 27889

PHONE (WORK) Cell 252-975-8579 (HOME) _____

E-MAIL ADDRESS M.Cox@suddenlink.net

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 65 YEARS

YEARS OF EDUCATION 15

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE PS: Chamber of Commerce Around 1978?

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

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

HAVING GROWN UP IN WASHINGTON I HAVE A GREAT DEAL OF PRIDE AND RESPECT FOR WASHINGTON + THE PAMLICO RIVER. I WANT TO SEE THE WASHINGTON WATERFRONT DEVELOPED FOR THE GOOD OF THE COMMUNITY. IT'S NOT OUR BIGGEST ASSET

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

10/20/14
Date

Mac Cox
Signature over →

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

FOR THE ECONOMICAL GROWTH OF WASHINGTON
AND THE DOWNTOWN AREA.

I HAVE BEEN AN AVID BOATER/SAILER
MY ENTIRE LIFE, HAVING OWNED SEVERAL
SAIL AND A FEW POWER BOATS. I ENJOY
DOCKING ON THE WATERFRONT WHENEVER I CAN.

I HAVE MY U.S. COAST GUARD CAPTAIN'S
LICENSE (CDUV) AND I'M CURRENT SERVING
ON THE BOARD OF DIRECTORS FOR THE LITTLE
WASHINGTON SAILING SCHOOL. I HAVE A
GOOD UNDERSTANDING OF BOATS, BOATER'S
AND THEIR NEEDS AND WHAT THEY EXPECT
TO HAVE A SAFE AND ENJOYABLE STAY AT THE
WASHINGTON WATERFRONT DOCKS.

I REMEMBER WHEN THE WATERFRONT WAS
WAREHOUSES, FISH MARKET AND THE OLD ICEHOUSE,
IT'S COME A LONG WAY. IF GIVEN THE
OPPORTUNITY I WILL WORK HARD TO IMPROVE
ON AND HELP TAKE THE WASHINGTON
WATERFRONT TO THE NEXT LEVEL.

THANK YOU FOR YOUR CONSIDERATION.

Sincerely,
Walter Cox



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 10-21-14
Subject: Award Contract for a Pump Control Panel Replacement at the 5th & Respass Pump Station (\$39,771.90) to Island Automation, P.C. and Approve Corresponding Purchase Order.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council award a contract to Island Automation, P.C., for a pump control panel replacement at the 5th and Respass pump station and approve the corresponding purchase order.

BACKGROUND AND FINDINGS:

In the FY 14/15 budget, \$35,000 was appropriated for the replacement of a pump control panel at the 5th and Respass pump station damaged by sewer gases. Staff requested bids for the replacement of the panel to include open source equipment that can be serviced by multiple systems integrators, not a proprietary or sole source system that can only be serviced by the installer. We received three bids for this work, one of which (Xylem) included proprietary equipment. As such, this bid is being considered non-responsive. Of the other two companies submitting bids, Island Automations, Inc. of Swansboro, NC, was the lower bid.

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

We plan to transfer money within this division to cover the difference between the budgeted amount and the low bid amount. Later in the year, if we see the need for additional funding in this division, we may request Council's approval of appropriating contingency funds.

PREVIOUS LEGISLATIVE ACTION

N/A.

FISCAL IMPACT

Currently Budgeted (Account 32-90-8230-7400) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

See attached bid tab.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: SM Concur _____ Recommend Denial _____ No Recommendation 10/21/14 Date

Bid tabulation for 5th & Respress pump panel

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

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

Staff therefore recommends awarding project to Island Automation.

Air Cleaning Specialists, Inc.

DATE:	Oct 13, 2014
TO:	City of Washington Fire Department 410 North Market Street Washington, NC 27889
PHONE:	252.948.9400
FAX:	
E-MAIL:	rrose@washingtonnc.gov
ATTN:	Robbie Rose, Fire Chief

PLYMOVENT BID

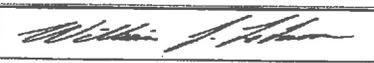
LOCATION:	FIRE STATION #1
-----------	-----------------

Equipment and Services provided in this Estimate

- Five (5) Sliding Balancer Tracks with 5-inch upper hose, and 5-inch Magnetic Grabber Assemblies with 5-Inch Conical Adapters (back-in type)
- All necessary ductwork for all five drops
- One (1) 3 Phase motor blower (2550 cfm @ 6" SP)
- One (1) UL listed control panel
- All pressure sensors for auto fan activation, and all tailpipe modifications
- All labor, installation, electrical wiring, freight, and rental equipment
- All installation material and hardware
- 48 Hour response time on all warranty and service (no charge) - Closest authorized service facility and efficient service response is located in Raleigh, NC - 88 miles)
- Two periodic tune-ups per year (during the five year warranty period-no charge)

TOTAL INSTALLED PRICE WITHOUT TAX*	\$29,929.00
*Price does not include any safety disconnect handles with lower 2-foot sections, or any applicable sales tax.	
DUE TO THE VOLATILITY IN THE STEEL MARKET, PRICE IS VALID FOR 90 DAYS FROM THE DATE OF THE ESTIMATE	

PROPOSED BY:

William J. LeFavor

<i>Air Cleaning Specialists, Inc.</i>

ACCEPTED BY:

PO#

TERMS

DELIVERY:	FALL 2014
FREIGHT:	INCLUDED
PAYMENT:	DUE UPON RECEIPT OF INVOICE



MagneGrip Group

11449 Deerfield Road • Cincinnati, OH 45242 • 513-489-4440 • 800-875-5440 • Fax: 513-247-2502
www.magnegrip.com • email: info@magnegrip.com

- < Tailpipe Modifications as required but, limited to vehicle tailpipes from the muffler out. Large modifications and severely damaged tailpipes may be excluded.
- < All spiral ductwork, lateral connectors, dampers and hangers for Class 2 Mechanical Installation included.
- < Adjustable Telescopic Support Legs to hang rail or track systems
- < Masonry core drilled holes for duct penetration to building exterior.
- < Factory provided labor to install above system to provide a complete turnkey project
- < Start up and Field Training
- < Equipment is 100% American Made by an ISO9001-2008 Company

STATION PRICE\$30,386.00

TERMS:

- < Net Due upon Receipt of Invoice
- < Pricing does **Not** include any state taxes, sales tax or special tax if required.
- < Clean Air Concepts Provides a Five Year Parts and Labor Warranty. See Section 8 for Details.
- < Site Inspection: An in-station inspection shall be conducted by a qualified installer or service personnel to evaluate the MagneGrip System, make adjustments and recommendations twice yearly during the warranty period.

SUBMITTED BY:

Clean Air Concepts



Edward J. Rossman, President

Oct 13, 2014

Date

ACCEPTED BY:

Title

Date

Your Total Solution for Exhaust Removal & Air Purification



Recreation Net Cost & Utilization

Financials							Utilization		
	Revenue	Expenditure	Allocation		Total Expenditure	Net Cost	City	County	Total
			Recreation Admin	Parks & Grounds					
Waterfront Docks	51,175	127,400	0	21,897	149,297	(98,122)			
Recreation:									
Administration		155,451	(155,451)	0	0	0			
Events & Facilities	37,500	176,075	51,817	492,681	720,573	(683,073)	341,536	341,536	683,073
Senior Programs	41,180	203,305	51,817	10,948	266,070	(224,890)	112,445	112,445	224,890
Aquatic Center	102,660	310,599	51,817	21,897	384,313	(281,653)	140,826	140,826	281,653
Maintenance	0	547,423	0	(547,423)	0	0			
Total Recreation	181,340	1,392,853	0	(21,897)	1,370,956	(1,189,616)	594,808	594,808	1,189,616
Service utilization							50%	50%	100%
Residents						9,740	9,740	47,854	57,594
Net cost/resident:									
Waterfront Docks						10	0	0	0
Recreation:									
Facilities						70	35	7	12
Senior Programs						23	12	2	4
Aquatic Center						29	14	3	5
Total Recreation						122	61	12	21
Property Tax Equivalent:									
Total tax collection						4,359,618			
Recreation subsidy %						27%			
Equivalent \$/\$100 valuation						0.14			
City tax rate						0.50			

Assumptions:

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

Participant Fee for County to Contribute 50% Cost

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



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: October 27, 2014
Subject: Ratify Deed of Trust Release for Lot 83 in Northgate Subdivision
Applicant Presentation: N/A
Staff Presentation: Brian Alligood

RECOMMENDATION:

I move that City Council ratify the executed attached deed of trust release for lot 83 in the Northgate Subdivision in support of the Washington Housing Inc. CDBG grant.

BACKGROUND AND FINDINGS:

Staff is requesting ratification of a deed of trust release for lot 83 in the Northgate Subdivision. This lot supports satisfaction of the Washington Housing Inc. CDBG grant. The purchaser qualifies as low to moderate income and \$6,000.00 has been collected at closing and deposited into the City Attorney's trust account in accordance with the Legally Binding Commitment between the City and Washington Housing Inc.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Lot 83 deed of trust release

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: But Concur _____ Recommend Denial _____ No Recommendation
10/27/14 Date

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

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

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

WITNESSETH

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

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

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

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

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

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



Cynthia S. Bennett, City Clerk

CITY OF WASHINGTON

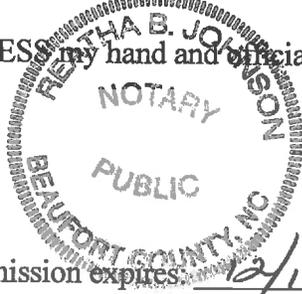
BY: Jay MacDonald Hodges (SEAL)
Jay MacDonald Hodges, Mayor

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

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

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

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



Reatha B. Johnson
NOTARY PUBLIC

My Commission expires: 12/14/2014

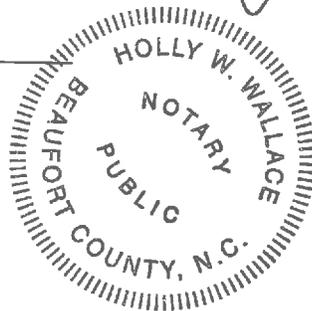
STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

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

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

Holly W. Wallace
NOTARY PUBLIC

My Commission expires: 5/26/17





REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: October 27, 2014
Subject: Ratify Deed of Trust Release for Lot 51 in Northgate Subdivision and Approve Dedication of "Common Area" in Lieu of Sidewalks
Applicant Presentation: N/A
Staff Presentation: Brian Alligood

RECOMMENDATION:

I move that City Council ratify the executed attached deed of trust release for lot 51 in the Northgate Subdivision, approve the attached proposal from Northgate Development, LLC to create and maintain 7.4 +/- acres of land in the subdivision for general recreation use common space in lieu of installing sidewalks, and authorize cancelling the deed of trust on the remaining property in the subdivision.

BACKGROUND AND FINDINGS:

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

PREVIOUS LEGISLATIVE ACTION

August 11, 2014

October 27, 2014
Page 76 of 137

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Lot 51 deed of trust release and proposal for common area

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: Con Concur _____ Recommend Denial _____ No Recommendation
10/21/14 Date

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

6007

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

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

WITNESSETH

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

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

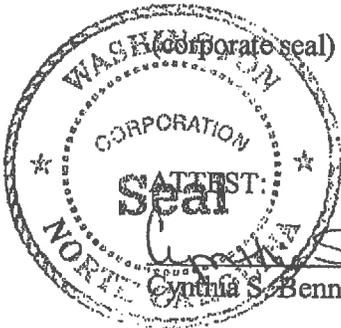
IT BEING ALL of Lot No. FIFTY-ONE (51) of NORTHGATE SUBDIVISION as the same is shown on the survey prepared by Rivers & Associates, Inc. entitled "Final Plat

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

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

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

CITY OF WASHINGTON



(Corporate seal)

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

Cynthia S. Bennett
Cynthia S. Bennett, City Clerk

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

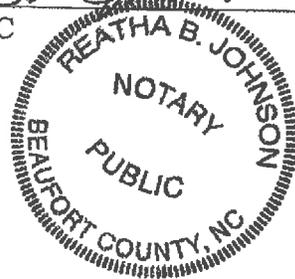
STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

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

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

Reatha B. Johnson
NOTARY PUBLIC

My Commission expires: 12/14/2014



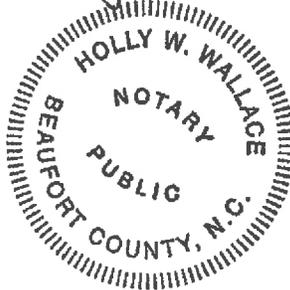
STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

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

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

Holly W. Wallace
NOTARY PUBLIC

My Commission expires: 5/26/2017



OWENS, NELSON, OWENS & DUPREE, P. L. L. C.

Attorneys & Counselors at Law

201 WEST THIRD STREET

P. O. BOX 36

GREENVILLE, NORTH CAROLINA 27835

MARK W. OWENS, JR.
JAMES A. NELSON, JR.
MARK W. OWENS, III
JOSEPH B. DUPREE, II
JEFFREY J. BLICK
STEPHANIE A. MURAD

TELEPHONE
(252) 757-3300
FACSIMILE
(252) 758-9777

October 3, 2014

To: The City of Washington
C/o Mr. Franz Holscher

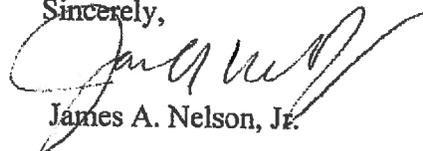
Re: Northgate Development, LLC
Amendment to plat and covenants

Pursuant to discussions with Mr. Holscher and city staff, Northgate Development, LLC ("Northgate") makes the following proposal for consideration by the City Council, relative to designation of a "common area" for recreation use by the residents of Northgate, to be designated on an amended subdivision plat, and by an amendment to the Protective Covenants for Northgate Subdivision.

We agree that the plat show a well defined "common area" for recreation use would benefit the owners of lots in the subdivision, in the area as shown on the attached plat, designated Exhibit "A", both as implied easements and by estoppel under North Carolina law. Also, Northgate would amend the declarations of the Subdivision recorded in Book 1436, Page 106, Beaufort County Registry, the "Master Covenants", including a designation of the "common area" as shown on the plat, defining the use of the designated common area to be for general recreation use by the property owners, which we feel should include regulation such as "non-vehicular" use, no possession or use of weapons or engaging in other dangerous or environmentally improper activity. This amendment would expressly provide an easement in the "common area" for the use of the lot owners. The amendment to the Master Covenants would provide Northgate, as declarant, and any successor owner of the common area, would maintain the "common area" so that it would continue to be used for such recreation.

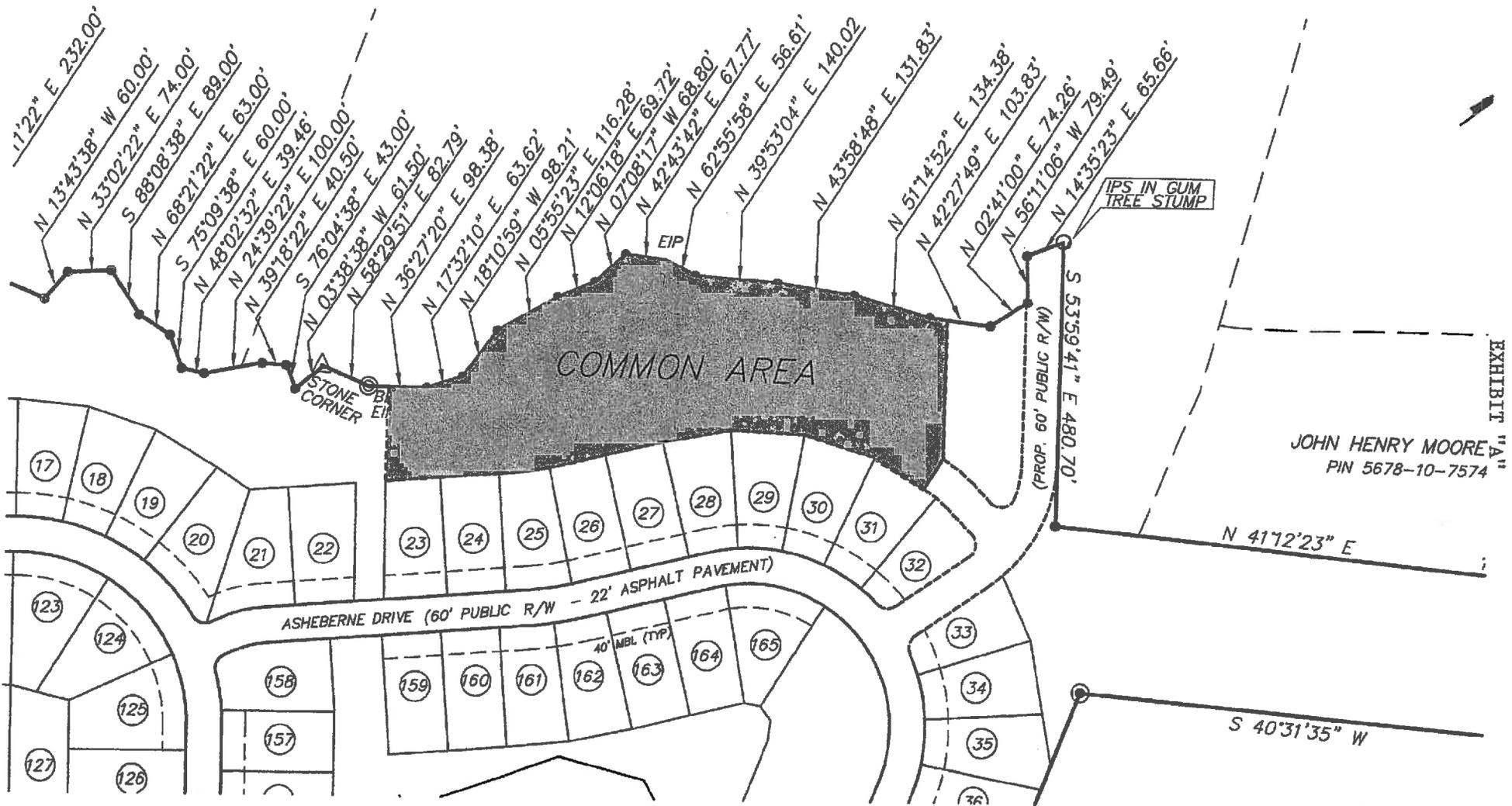
Please let me know if you need further information.

Sincerely,



James A. Nelson, Jr.

JANjr/tl
Attachment





REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Gloria J. Moore, Library Director
Date: October 27, 2014
Subject: Authorize application for EZ Technology Grant
Applicant Presentation: N/A
Staff Presentation: Gloria J. Moore, Brown Library Director

RECOMMENDATION:

I move that the City Council authorize the Library Director to apply for an EZ Technology Grant in the amount of \$5,000 with no required match.

BACKGROUND AND FINDINGS:

The Edge initiative helps libraries assess their operations and plan for the future with the vision that “all people have the opportunity to improve their lives through technology services available in public libraries. The goal of the EZ Edge Technology Program is to help public libraries meet the public access technology needs of their communities. Libraries are eligible for reimbursement of \$1,000 to \$5,000 for the purchase of equipment and supplies that support the improvement of public access technology.

Libraries will submit an online application to the State Library by November 3, 2014. The agency will review applications and notify applicants via email of funding decisions by December 12, 2014.

Items eligible for purchase are computer hardware such as monitors and laptops, software, servers or routers, printers, assistive equipment, presentation and multimedia equipment, computer furniture, and computer supplies related to the equipment purchase.

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: 10/27/14 Date Concur fmh Recommend Denial _____ No Recommendation _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: October 20, 2014
Subject: Ordinance: Adopt an ordinance to condemn as unsafe the structure located at 223 East 3rd Street and award the demolition contract

Applicant Presentation: N/A
Staff Presentation: John Rodman, Community & Cultural Services
 Allen Pittman, Senior Building Inspector

RECOMMENDATION:

Motion A:

I move that the City Council adopt the ordinance condemning the structure located at 223 East 3rd Street as unsafe and demolish and remove the structure.

Motion B:

I move that the City award the demolition contract to the lowest responsible bidder, Dudley Landscaping and Tree Service in the amount of three thousand eight hundred dollars (\$3,800).

BACKGROUND AND FINDINGS:

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

If after a notice and hearing the Code Official determines that the property has not been properly maintained and failed to meet minimum standards an order is issued to require the owner to demolish and remove the building or structure.

PREVIOUS LEGISLATIVE ACTION

Complaint:	7/11/14	Order to Demolish:	7/22/14
Notice of Hearing:	7/11/14	Time expired:	9/22/14
Hearing:	7/22/14	HPC – COA	10/7/14
		Notice of Council hearing:	10/22/14

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance
Bids Submitted

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: 10/22/14 Date Concur Recommend Denial No
 Recommendation _____

Bids Submitted:

Dudley Landscaping	three thousand eight hundred dollars	\$3,800
Tyco Land Developing	four thousand five hundred dollars	\$4,500`
St. Clair Trucking, Inc.	five thousand five hundred dollars	\$5,500

If the structure is removed or demolished by the City, the City shall sell the usable materials of the building. The amounts incurred by the City in connection with the demolition shall be a lien against the real property upon which the cost was incurred.

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

WHEREAS, the City Council of the City of Washington finds that the structure having an address of 223 East 3rd Street, Washington, North Carolina and being owned by James Baker Trustee is condemned as, among other things, unsafe pursuant to North Carolina General Statute § 160A-426 and that all applicable statutory provisions have been complied with as a condition of the adoption of this Ordinance.

WHEREAS, the structure located on said property should be demolished and removed as directed by the Senior Building Official for, among other things, the reasons stated by the Senior Building Official in his July 22, 2014 Order to Remedy Defective Condition and Findings of Fact that was served on the property owner(s).

WHEREAS, the owner(s) of the structure have been given a reasonable opportunity to bring the structure into compliance with the applicable standards of the City Code as well as State statute in accordance with North Carolina General Statute § 160A-426 as well as pursuant to the Order issued by the Senior Building Official in said Notice of Decision.

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

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

Section 1. The Senior Building Official is hereby authorized and directed to proceed to demolish and remove the above described structure located at 223 East 3rd Street in accordance with applicable provisions of the City Code and North Carolina General Statute § 160A-426 *et seq.*

Section 2. The cost of the demolition and removal of the structure shall constitute a lien against the real property upon which the cost was incurred as provided in North Carolina General Statute § 160A-432.

Section 3. This Ordinance shall be recorded in the Office of the Register of Deeds of Beaufort County, North Carolina.

This Ordinance shall become effective on this date of adoption October 27, 2014.

A. Mac Hodges , Mayor

Attest:

Cynthia S. Bennett, City Clerk

**NOTICE OF CONDEMNATION
COMPLAINT AND NOTICE OF HEARING
(7/11/2014)**

JAMES BAKER TRUSTEE FOR JAMIE BAKER
186 WHARTON STATION ROAD
WASHINGTON, NC 27889

Re: 223 E 3RD ST
Parcel No.: 5675-98-6258

To: JAMES BAKER

PLEASE TAKE NOTICE that the undersigned has made an inspection of the above referenced property and I find, pursuant to N.C.G.S. § 160A-426, that the dwelling located thereon appears to be especially dangerous to life because of its liability to fire; because of bad conditions of walls, overloaded floors, defective construction, decay, unsafe wiring and/or heating system, inadequate means of egress; and/or because of other causes. You are further notified that I am or have posted a Notice of Condemnation on said dwelling.

In addition, pursuant to N.C.G.S. § 160A-441 *et seq* and 4-86 *et seq* of the Washington City Code and based upon said inspection, it appears said dwelling is unfit for human habitation. YOU ARE FURTHER NOTIFIED that a hearing will be held before me at 102 E Second Street Room 115 at **10 AM on 07/22/2014** for the purpose of determining whether said dwelling is unfit for human habitation and, if so, whether it is deteriorated or dilapidated. You have the right to answer this complaint, to appear and/or be represented at the hearing, and to give testimony and present evidence concerning this complaint. If, after said hearing, the dwelling is found to be unfit for human habitation and, if so, deteriorated or dilapidated, an order shall be served upon you to repair, alter, and improve; vacate and close; and/or remove or demolish said dwelling.

For more information please contact:

City of Washington Inspections Department (252) 975-9334 or (252)975-9304.



Allen Pittman
Senior Building Official
City of Washington
PO Box 1988
Washington, NC 27889
(252)975-9334 Office
(252)946-1965 fax

ORDER TO REMEDY DEFECTIVE CONDITION
7/22/2014

BAKER JAMES TRUSTEE
186 WHARTON STATION ROAD
WASHINGTON, NC 27889

Re: 223 E 3RD ST
No.: 01011091

To: BAKER JAMES TRUSTEE

This matter coming on to be heard and being heard before the undersigned on 07/22/2014 at 10 AM at 102 East Second Street, room 115 and the undersigned, having reviewed the file; carefully inspected the premises; heard the testimony; and reviewed the evidence, arguments, and other matters presented at the hearing, hereby makes the following findings of fact.

1. Proper notice of the formal complaint dated 7/11/2014 and stating the charges as well as containing a notice of this hearing was served upon the above owners of and parties in interest in the above property. James Baker, trustee for and Jamie Baker, owner attended the hearing. Facts were presented and owners were told of historical restrictions on property.

2. The following conditions currently exist on the subject property, including dwelling.
 - a. Defects increasing the hazards of fire, accidents, or other calamities.
 - b. Lack of ventilation, light, or sanitary facilities.
 - c. Unsafe, unsanitary, or dangerous conditions.
 - d. Attracting insects or rodents.
 - e. Conditions creating a fire hazard.
 - f. Dangerous conditions constituting a threat to children or frequent use by vagrants as living quarters in the absence of sanitary facilities.
 - g. Deteriorated condition of walls.
 - h. Overloaded floors.
 - i. Defective construction.
 - j. Decay of structure/walls/flooring/foundation.
 - k. Unsafe wiring.
 - l. Inadequate means of access.
 - m. Dangerous, injurious, or detrimental to the health, safety or otherwise inimical to the welfare of the people of the City of Washington.
 - n. Other:

3. The repair, alteration, or improvement of the dwellings cannot be made at a reasonable cost in relation to the value to the dwelling if the certificate of elevation shows the floor level above base flood elevation (BFE).

Based upon the foregoing findings of fact, the undersigned concludes said dwelling is unfit for human habitation and is dilapidated.

Based upon the foregoing findings of fact and conclusions, you are hereby ordered as follows.

- _____ 1. To repair, alter or improve such dwellings to comply with the minimum standards of fitness established by Section 4-86 *et seq* of the Washington City Code within ___ days.
- _____ 2. To vacate and close the dwelling within _____ days.
- _____ 3. To vacate and close the dwelling within _____ days and until such repairs, alterations and improvements have been made.
- X 4. Remove or demolish the dwellings within **60 days**.

If you fail to comply with this order within the time specified herein, the undersigned may, among other things authorized by the Washington City Code and/or North Carolina state law, either 1) submit to the City Council at its next regular meeting a resolution directing the City Attorney to petition the Superior Court for an order directing you to comply with this order or 2) submit to the City Council an ordinance ordering the undersigned to cause such dwellings to be brought into compliance with this order. The cost of any repairs, alterations or improvements; vacating and closing; and/or removal or demolition, caused to be made or done by the undersigned shall constitute a lien against the subject property and shall also constitute a lien on any other real property of the owner of the subject property located within the City limits or within one mile thereof except for the owner's primary residence.

You must obtain all permits and approvals required by the Washington City Code and/or North Carolina state law before commencing the work required hereunder. If you have any questions or if I may assist you in any way, please feel free to contact me.

Respectfully,



Allen Pittman
Senior Building Official
City of Washington
PO Box 1988
Washington, NC 27889
(252)975-9334

Cc: Mr. Wayne Harrell, Chief Building Official
Mr. John Rodman, Director of Planning and Development

File

Appeals from orders of the Code Official. An appeal from any decision or order of the Code Official may be taken by any person aggrieved thereby or by any public officer, board or commission of the city. Any appeal from the Code Official shall be taken within ten (10) days from the rendering of the decision or service of the order, and shall be taken by filing with the Code Official and with the Housing Appeals Board a notice of appeal which shall specify the grounds upon which the appeal is based.

Updated/AP fixed typo 7/28/2014

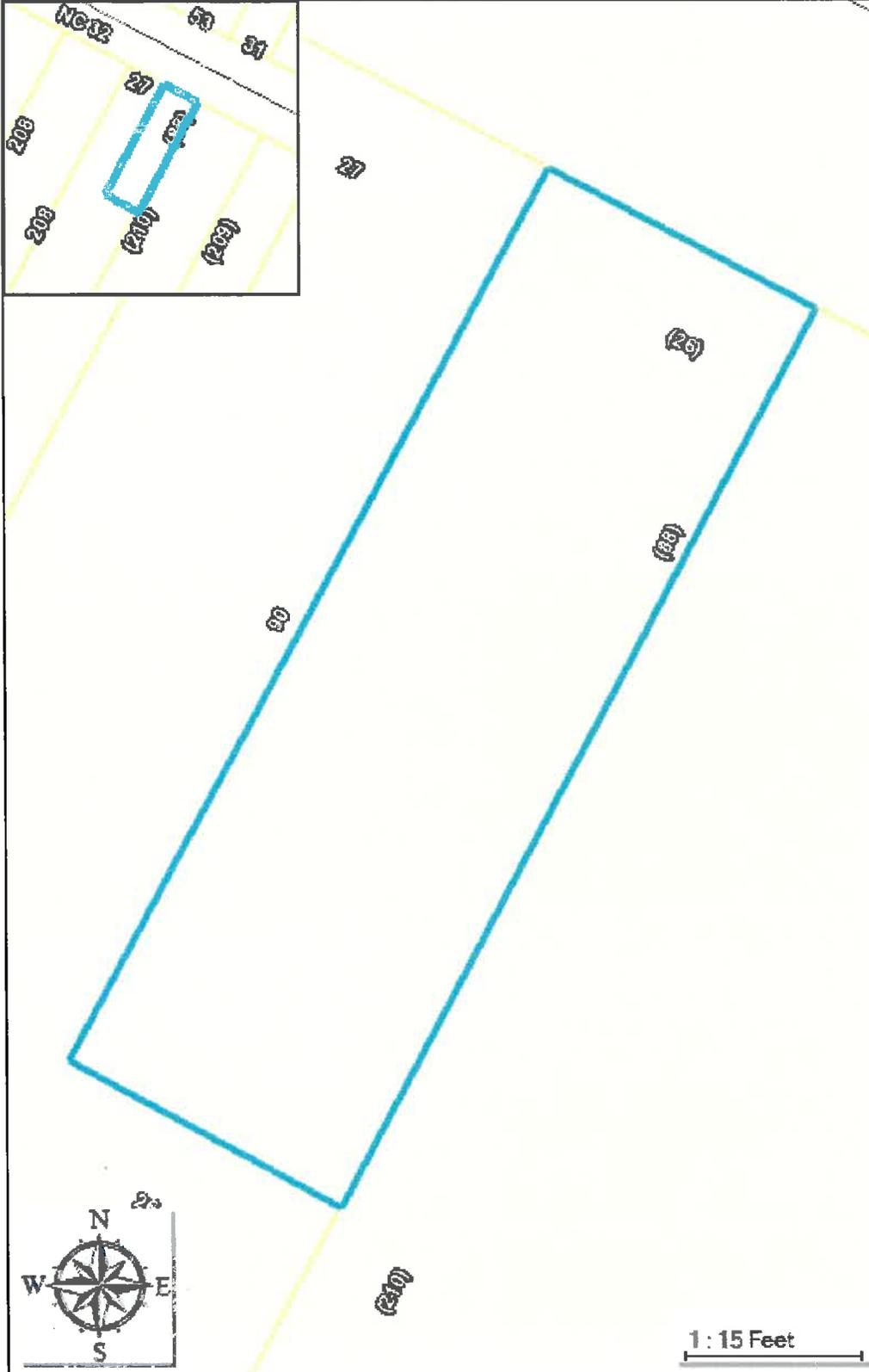
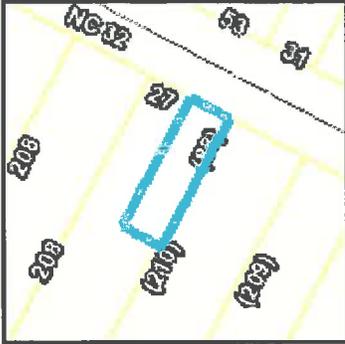
Beaufort County Property Photos

PIN: 01011091

Photo: 01011091.jpg



Copyright 2014 by Mobile311, LLC



- Parcels
- Property Land Owners
- Annotation
- Interior Tract Lines
- Centerlines
- County Line
- County Line (Solid)
- State

<u>OBJECTID</u>	<u>PIN</u>	<u>GPIN</u>
7286	01011091	5675-98-6258
<u>GPIN LONG</u>	<u>OWNER NAME</u>	<u>OWNER NAME2</u>
5675-98-6258	BAKER JAMES TRUSTEE	BAKER JAMIE
<u>MAILING ADDRESS</u>	<u>MAILING ADDRESS2</u>	<u>CITY</u>
186 WHARTON STATION ROAD		WASHINGTON
<u>STATE</u>	<u>ZIP</u>	<u>PROPERTY ADDRESS</u>
NC	27889	223 E 3RD ST
<u>ACRES</u>	<u>ACCT_NBR</u>	<u>MAP SHEET</u>
0	866133	567508
<u>NBR_BLDG</u>	<u>DATE</u>	<u>DEED BOOK and PAGE</u>
1	06/05/1998	98E/235
<u>LAND VAL</u>	<u>BLDG VAL</u>	<u>DEFR VAL</u>
6240	7545	0
<u>TOT VAL</u>	<u>NBHD_CDE</u>	<u>NBHD_DESC</u>
13785	H	HISTORICAL
<u>SUB_CDE</u>	<u>SUB_DESC</u>	<u>STAMPS</u>
		0
<u>SALE PRICE</u>	<u>ZONE</u>	<u>LAND USE</u>
0	RHD	
<u>DISTRICT</u>	<u>PROP_DESC</u>	<u>MBL</u>
1	1 LOT 223 EAST 3RD STREET	567508154
<u>EXEMPT_PROP</u>	<u>EXEMPT_AMT</u>	<u>ROAD_TYPE</u>
		P
<u>CENSUS_BLOCK</u>	<u>FLOOD_PLAIN</u>	<u>PREV_ASSESS</u>
		13785
<u>YR_BUILT</u>	<u>NBR_STORIES</u>	<u>SQ_FT</u>
1920	1	1258
<u>NBR_BED</u>	<u>NBR_BATHS</u>	<u>EFF_YR</u>
3	1	1950
<u>NBR_HALF_BATHS</u>		
0		

Beaufort County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only and is not intended to constitute a legal record nor should it be substituted for the advice or services of industry professionals. The County of Beaufort and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Beaufort County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: October 27, 2014
Subject: GIS Project Implementation Agreement
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the City Manager to execute a Professional Services Consulting Agreement with Withers & Ravenel, Inc. to implement Phase 1 of the GIS project.

BACKGROUND AND FINDINGS:

The City's GIS data base was last updated in 2007. The initial phase of the project includes connecting with the Counties GIS system, providing a mechanism for regular updates, updating the City's GIS data layers, integration with our computer servers, and planning/inspections staff training. Phase 1 will be funded with \$4,500 of planning's professional services budget (10-10-4910-0400) and \$4,200 from the Manager's miscellaneous expense budget (10-00-4400-5701).

Phase 2, Public Works Utilities, and Phase 3, Electric Utilities, will be included in the FY 2015/2016 budget proposal.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

GIS Presentation
Professional Services Agreement- Phase 1

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: lmt Concur _____ Recommend Denial _____ No Recommendation
10/21/14 Date

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF WASHINGTON AND
CONSULTANT FOR PROFESSIONAL CONSULTING SERVICES

This is an agreement between:

CITY OF WASHINGTON

"CITY"

AND

WITHERS & RAVENEL, INC. (WR), a North Carolina Corporation

"CONSULTANT"

The CITY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional consulting services by CONSULTANT and the payment of those services by the CITY as set forth in individually executed Task Orders which are attached and made a part of the Agreement. Execution of this Agreement by CONSULTANT and the CITY constitutes the CITY'S written authorization to CONSULTANT to proceed with the Basic Services described in attached Task Orders. This Agreement will become effective on the date executed by the CITY.

The Standard Terms and Conditions of this Agreement shall be as set forth in EXHIBIT I, which is attached hereto and incorporated into the Agreement by reference.

This Agreement constitutes the entire agreement between the CITY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed Task Order or other written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date executed by the CITY.

CITY:

CONSULTANT:

Seth E. Swaim, GISP, PLS
Withers & Ravenel, Inc.

By:

By: 

Date:

Date: 9/25/2014

Title:

Title: GIS Manager

Address for giving notices:

Address for giving notices:

115 MacKenan Drive

Cary, North Carolina 27511

September 25, 2014

**TASK ORDER 2
CITY GIS UPDATES AND TRAINING
FOR
THE CITY OF WASHINGTON**

**FURTHER DESCRIPTION OF BASIC CONSULTANTING SERVICES,
AND RELATED MATTERS**

This Task Order dated SEPTEMBER 2014 shall act as a contractual agreement and notice to proceed between the CITY OF WASHINGTON (CITY), and WITHERS & RAVENEL, INC (CONSULTANT) for professional consulting services.

1. The Basic Services of the CONSULTANT for this Task Order are as follows:

The CITY now has an updated GIS Master Plan and is ready to move forward with several action items revealed in the plan as high priority. This includes updating CITY GIS data layers as well as training and implementation of the new datasets into CITY processes. In addition, the CITY would like to participate in the County ConnectGIS website to better serve citizens as well as provide better tools to CITY staff.

This Task Order presents the scope of work, schedule and the associated consulting fees for the data updates and training project.

Task 1 Basic Services

- Open line of communication with the County for data updates
- Open communication with WebQA for Inspections department
- Update City GIS Library with the latest County Data
- Add important City GIS data to ConnectGIS website (public or private)

Task Fee - \$3,000
Schedule - 1 month

September 25, 2014

Task 2 Update Data Layers

- Reconcile/update zoning GIS data layer
- Reconcile/update Washington Corporate limits GIS data layer
- Review updates to the City Addressing layer and make recommendations on maintenance of that data – see options below
 - Option 1 – update the City layer and set up for City maintenance
 - Option 2 – Facilitate process for the County to maintain City Addressing layer

Task Fee - \$4,500

Schedule - 1 month

Task 3 Implementation and Training

- Deliver the updated GIS layers and integrate with City file server
- Train Planning staff for one half (1/2) day on GIS data and how to maintain City layers
- Provide one (1) 1 hour onsite training session for ConnectGIS in conjunction with ½ day Planning training
- Provide one (1) 1 hour remote training session for ConnectGIS

Task Fee - \$1200

ConnectGIS Hosting fee through Mobile311

- Create new login and password for City staff internal use

****Task Fee - \$100 / month hosting fee paid directly to Mobile311****

****Agreement will be arranged and attached to current Mobile311/Beaufort County contract for hosting**

(Remainder of this page left blank intentionally)

September 25, 2014

2. The responsibilities of the CITY are as follows:

- Provide full information as to its requirements for the scope of work.
- Assist the CONSULTANT by placing at his disposal all available information pertinent to the scope of work, including previous reports, maps, old drawings, maintenance records and any other data relative to the scope of work.
- Review all project deliverables in a timely manner and forward submittals to CONSULTANT as appropriate.
- Provide facilities for meetings as needed.

3. The method of payment for services rendered by CONSULTANT as additional services is as follows:

The CITY will pay the CONSULTANT for any authorized additional services rendered under this Task Authorization on an hourly basis (or under a subsequent contract addendum) for all personnel assigned to the performance of such services. The hourly rates shall be in accordance with the attached schedule entitled **EXHIBIT II**.

4. Other payment provisions are as follows:

Payment shall become due and payable monthly upon receipt of the CONSULTANT'S itemized invoice. For Basic Services based on a Lump Sum Fee, the monthly invoice shall be based upon the CONSULTANT's estimate of the value of the work completed through the billing period, and shall be accompanied by a detailed breakdown of the labor hours and expenses incurred during the billing period to support the invoice amount.

5. The CITY has established the following special provision and/or other consideration or requirements in respect to this Task Order.

- None

6. The time period for the performance of CONSULTANT's services are as follows:

- 4 months

7. The Terms and conditions of the CONSULTANT are as follows:

- Attachment entitled EXHIBIT I

(Remainder of this page left blank intentionally)

September 25, 2014

8. The method of payment for services rendered by the CONSULTANT shall be set forth as follows:

The CONSULTANT will perform the tasks outlined above for a NOT-TO-EXCEED FEE OF EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$8,700).

Total Project Not-To-Exceed Fee of..... \$8,700

IN WITNESS WHEREOF, the parties have executed this Task Order on this _____ day of _____, 2014.

CITY	CONSULTANT
By: _____	By: <u>Seth E. Swaim</u>
Name: _____	Name: <u>Seth E. Swaim, GISP, PLS</u>
Title: _____	Title: <u>GIS Manager</u>
Date: _____	Date: <u>September 25, 2014</u>

(Remainder of this page left blank intentionally)

September 25, 2014

EXHIBIT I STANDARD TERMS AND CONDITIONS WITHERS & RAVENEL, INC.

- 1. CHANGE OF SCOPE:** The scope of Services set forth in the CONTRACT is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by OWNER. For some projects involving conceptual or process development services, the scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. OWNER acknowledges that in such instances, the scope of the project and compensation therefore may need to be amended. Should the parties be unable to agree on the change of scope and/or price, then either party shall have the right to terminate this Agreement without further notice to the other party.
- 2. TERMINATION/SUSPENSION:** Either party may terminate this Agreement, with or without cause, upon 30 days written notice to the other party. OWNER shall pay Withers & Ravenel, Inc. (W&R) for all Services rendered prior to termination, all reimbursable expenses, plus any expenses of termination.
- 3. DEFAULT:** In the event either party defaults in its obligations under the Agreement (including OWNER'S obligation to make the payments required hereunder), written notice shall be given to the defaulting party identifying the default, and granting 7 days to the defaulting party to cure such default completely, or to commence such cure and diligently continue the same. Failure of the defaulting party to cure such default or commence the cure within such time limit, shall entitle the non-defaulting party to terminate this Agreement without further notice. In the event of termination by W&R as a result of OWNER'S default and failure to cure the same, W&R shall be entitled to be paid for all services rendered prior to termination, all reimbursable expenses, plus any expenses of termination.
- 4. INDEMNIFICATION:** OWNER and W&R shall mutually indemnify and save each other harmless from and against loss, damage, injury, costs (including attorneys fees and cost of investigation), or liability to the extent arising from the negligent acts or omissions of each other and their respective employees, subcontractors, and agents acting in the course and scope of their employment.
- 5. LIMITATIONS OF LIABILITY:** No employee or agent of W&R shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, W&R's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the services encompassed by this Agreement from any causes including, but not limited to, W&R negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, and whether claimed directly or by way of contribution shall be limited to \$100,000 under this Agreement.
- 6. CONSTRUCTION REVIEW:** If construction administration and review services are requested by the OWNER, OWNER agrees to hold W&R harmless from any claims resulting from performance of construction-related services by persons other than W&R, and OWNER acknowledges that such administration, review, or interpretation of construction documents by W&R shall not relieve the related contractor from liability in regard to his duties and responsibilities for compliance with the engineering standards for the project.
- 7. JOB SAFETY:** OWNER acknowledges the services provided by W&R do not include responsibility for inspection of safety conditions on the job site, and W&R shall not, as permitted by law, be responsible for inspecting, viewing, or looking for potential job safety violations or notifying CLIENT of the same.
- 8. OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by W&R is supplied for the general guidance of the OWNER only, and OWNER recognizes that such opinion is based upon limited information, is intended as an estimate only, and is dependent upon various outside factors. Since W&R has no control over competitive bidding or market conditions, W&R cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER, and W&R shall not be responsible for any difference between W&R's opinion and estimated or actual construction costs.
- 9. HIDDEN CONDITIONS:** W&R shall not be responsible for the existence of any Hidden or Concealed Conditions, nor any damage to persons or property resulting therefrom, the existence of which was unknown to W&R and could not easily have become known by reasonable visual observation.
- 10. OWNERSHIP OF DOCUMENTS:** All reports, drawings, plans, files, including CAD files, computer generated documents, or any other documents produced by W&R as part of this Agreement shall remain the property of W&R and may not be used by OWNER for any other purpose or project without the written consent of W&R. In the event OWNER uses any W&R generated documents without written consent of W&R, then OWNER shall hold W&R harmless from and against any and all claims, damages, losses and expenses related to or attributed to the unauthorized use of such documents. All reports, drawings, plans, contracts, or other documentation provided by OWNER to W&R for purposes of this Agreement shall not be provided by W&R to any other third party without OWNER'S consent.
- 11. ASSIGNMENT AND SUBCONTRACTING:** This Agreement shall not be assigned by either party without the prior written approval of the other. W&R may, however, subcontract portions of the services to a qualified subcontractor without prior approval of OWNER.
- 12. DISPUTE RESOLUTION:** All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by binding arbitration in accordance with the then most current rules of the American Arbitration Association, unless the parties mutually agree otherwise.
- 13. ATTORNEY FEES:** In the event any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover as part of its damages its reasonable legal costs, expenses, and attorney fees from the other party.
- 14. AMENDMENT:** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
- 15. NO WAIVER:** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
- 16. SEVERABILITY:** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
- 17. GOVERNING LAW:** This Agreement shall be governed and construed in accordance of the laws of the state of North Carolina.

EXHIBIT II
FEE & EXPENSE SCHEDULE

Labor Code	Description	Hourly Rate
Civil		
PR	Principal	175
TC	Senior Technical Consultant	160
SP	Senior Project Manager	145
PM	Project Manager	130
SR	Senior Project Professional	120
PE	Project Professional	110
EN	Staff Professional	100
DE	Civil Designer	95
CD	CAD Technician	75
CM	Construction Manager	100
IN	Construction Observer	70
RP	Resident Project Representative	80
Planning & Landscape Architecture		
ZE	Zoning Consultant	160
LS	Senior Project Manager	145
PM	Project Manager	130
SR	Senior Project Professional	120
LA	Project Professional	110
LD	Landscape Designer	95
LP	Land Planner	85
PT	Planning Technician	75
Surveying		
PS	Survey Director	150
SM	Survey Project Manager	115
SB	Project Surveyor	90
ST	Survey Technician	75
S4	Survey Crew - 4 Person	185
S3	Survey Crew - 3 Person	155
S2	Survey Crew - 2 Person	125
S1	Survey Crew - 1 Person	110
SV	Survey Crew Supervisor	70
Administrative		
RS	Records Research	60
CL	Clerical	60
OA	Office Administration	50

Labor Code	Description	Hourly Rate
Environmental		
P5	Environmental Project Professional V	140
P4	Environmental Project Professional IV	125
P3	Environmental Project Professional III	115
P2	Environmental Project Professional II	105
P1	Environmental Project Professional I	100
E3	Environmental Staff Professional III	95
E2	Environmental Staff Professional II	85
E1	Environmental Staff Professional I	75
T3	Environmental Technician III	65
T2	Environmental Technician II	60
T1	Environmental Technician I	55
EO	Environmental Clerk II	50
EA	Environmental Clerk I	45
WB	Senior Biologist/Wetlands Scientist	110
BI	Biologist/Wetlands Scientist	85
Geological		
HG	Senior Hydrogeologist	150
G1	Project Geologist	95
GT	Staff Geologist	85
GIS/IT		
GG	GIS Manager	150
GT3	GIS Technician III	75
GC	GIS Technician II	60
GB	GIS Technician I	45
GM	GPS Crew	75
I3	IT Developer III	125
I2	IT Developer II	105
I1	IT Developer I	85
GC2	GIS Consultant II	100
GC1	GIS Consultant I	75
Expenses		
	Bond Prints	\$1.50 / Sht
	Mylar Prints	\$10.00 / Sht
	Mileage	58.5¢ / Mile
	Subcontractor Fees	Cost x 1.10
	Expenses (Repro., Shipping, Permits)	Cost x 1.10

Effective July 15, 2013

WITHERS & RAVENEL Engineers | Surveyors | Planners

City of Washington



Geographic Information System (GIS) Upcoming Projects

1100 MARKET STREET, SUITE 1000, WILMINGTON, NC 27401 TEL: 910.340.3300 FAX: 910.340.3300

WITHERS & RAVENEL Engineers | Surveyors | Planners

About Withers & Ravenel

Offices:
Cary, NC
Greensboro, NC
Wilmington, NC

Civil Engineering

Surveying:
Conventional \ GPS
3D Scanning

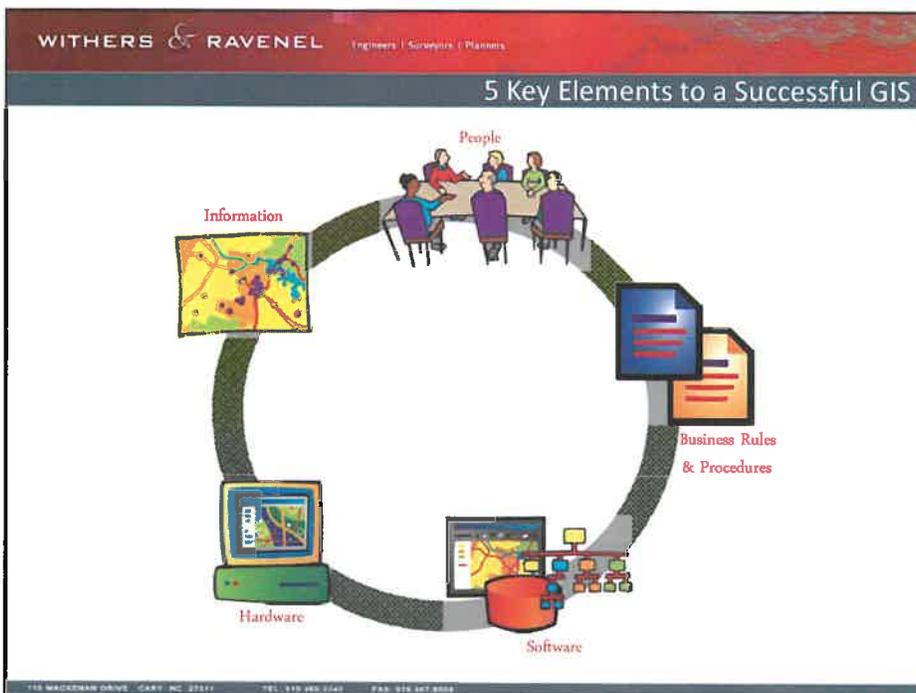
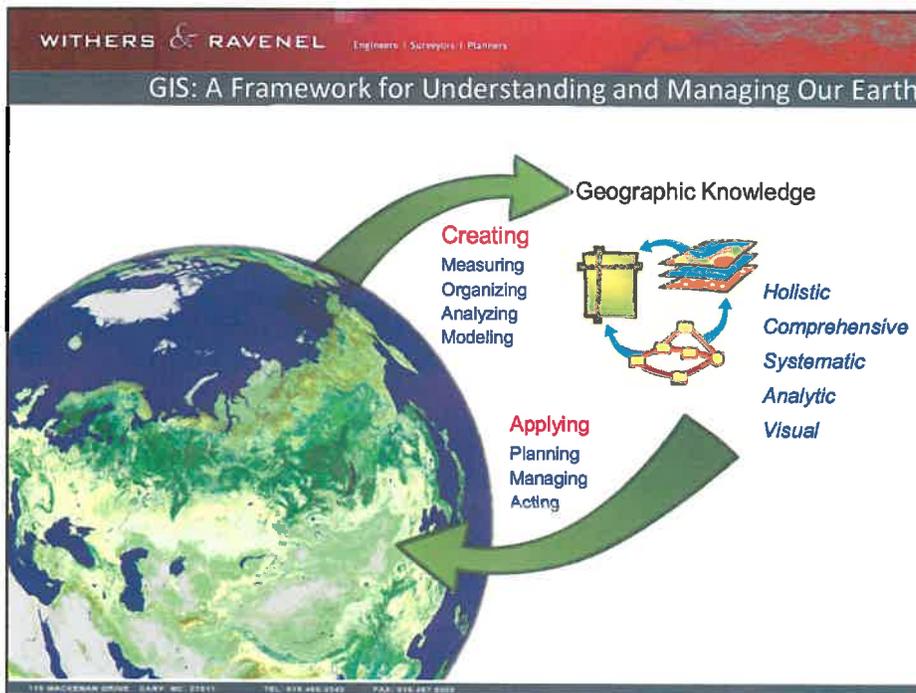
GIS Services:
Implementation
Field Data Collection

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



CELEBRATING 30 YEARS

1100 MARKET STREET, SUITE 1000, WILMINGTON, NC 27401 TEL: 910.340.3300 FAX: 910.340.3300



WITHERS & RAVENEL Engineers | Surveyors | Planners

GIS Services for the City of Washington

Proposed GIS Services

Basic GIS Services

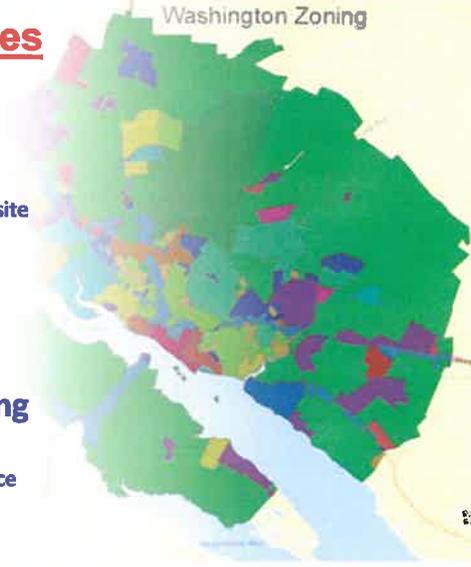
- County Communication
- Build City GIS Library
- Integrate with County ConnectGIS website

Update City Data Layers

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

Implementation and Training

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



Washington Zoning

113 WACKERMAN DRIVE, CARY, NC 27513 TEL: 919.496.5566 FAX: 919.497.8804

WITHERS & RAVENEL Engineers | Surveyors | Planners

GIS Services for the City of Washington

Proposed Public Works Utility Services

Geodatabase Design

- ESRI Local Government Model
- Water/Sewer/Stormwater

Conversion of Data

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

GIS Data Cleanup

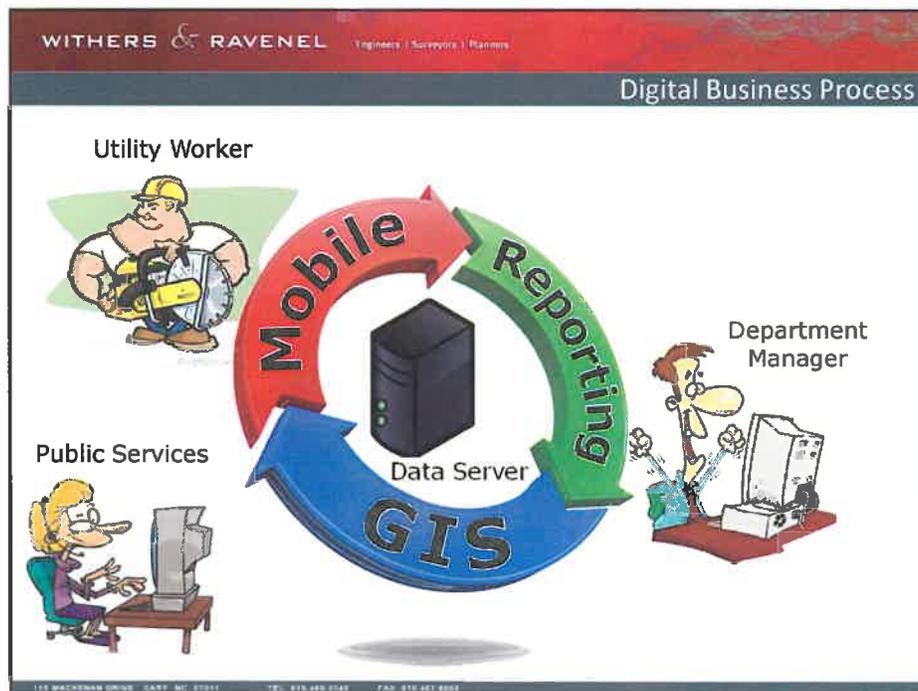
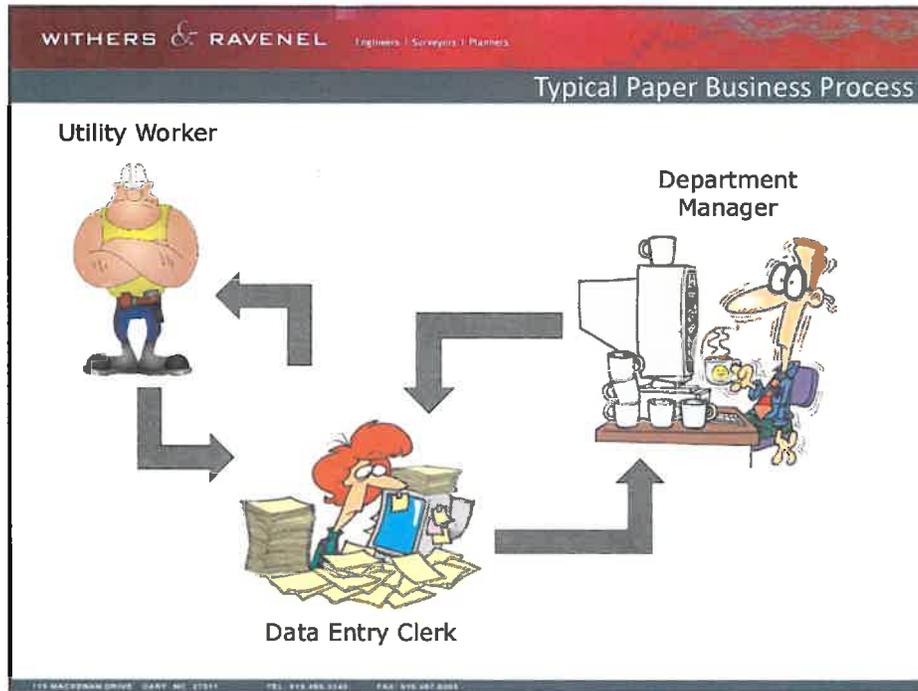
- Automated checks: snapping, geometry, topology
- Manual review
- Build utility networks

GIS Data Cleanup

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



113 WACKERMAN DRIVE, CARY, NC 27513 TEL: 919.496.5566 FAX: 919.497.8804



WITHERS & RAVENEL Engineers | Surveyors | Planners

GIS Services for the City of Washington

Washington Zoning

Proposed GIS Services

Basic GIS Services
Update City Data Layers
Implementation and Training

4 month schedule
\$8,700 budget

Proposed Public Works Utility Services

Geodatabase Design
Conversion of Data
GIS Data Cleanup
GIS Data Cleanup

6 month schedule
\$24,200 budget
(ESTIMATED)

110 WACKENNA DRIVE GARY, IN 47731 TEL: 913-888-2242 FAX: 913-887-6300

WITHERS & RAVENEL Engineers | Surveyors | Planners

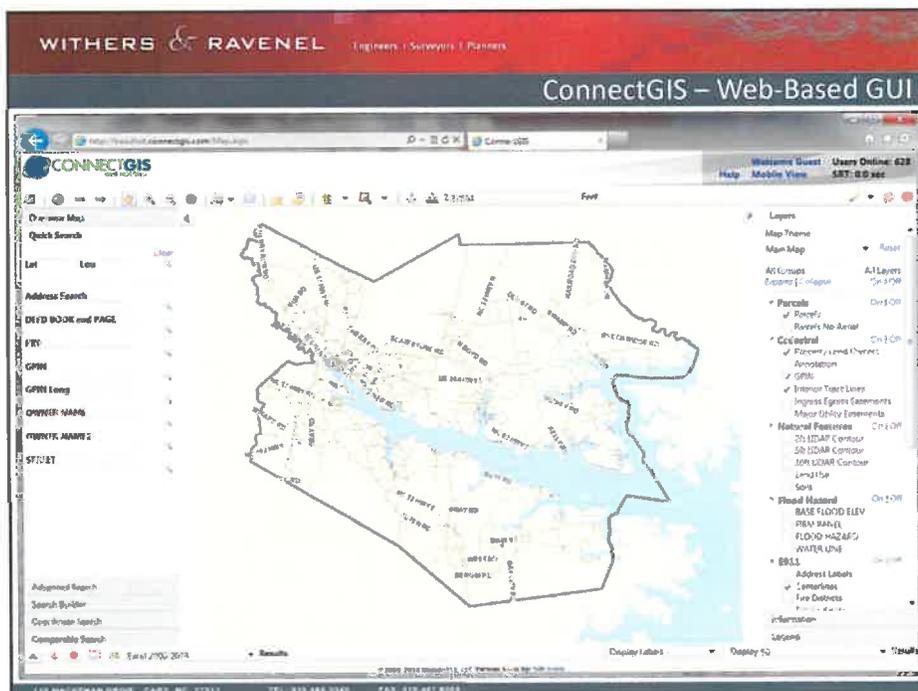
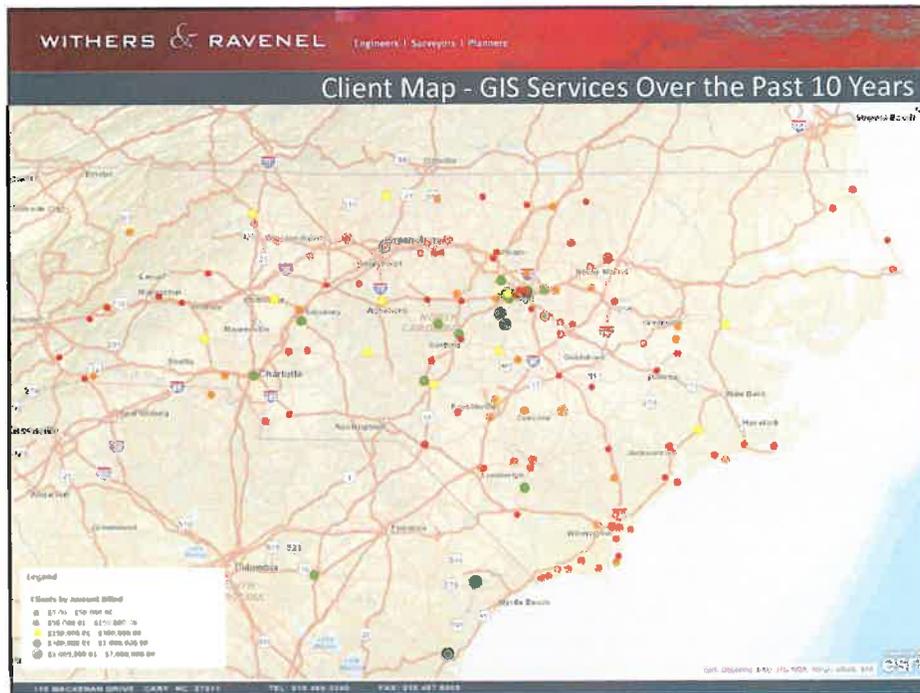
GIS Services for the City of Washington

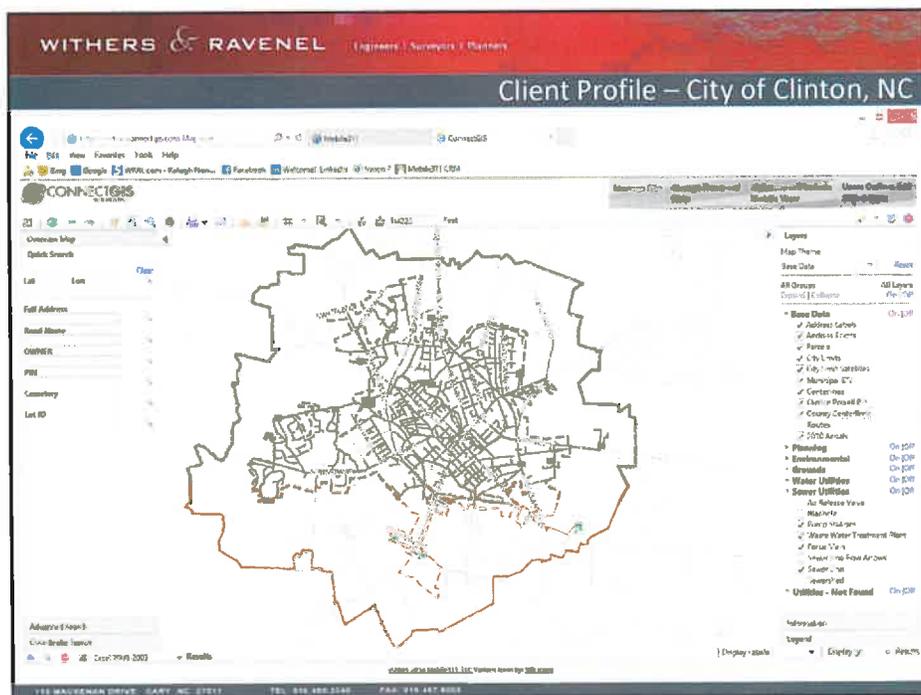
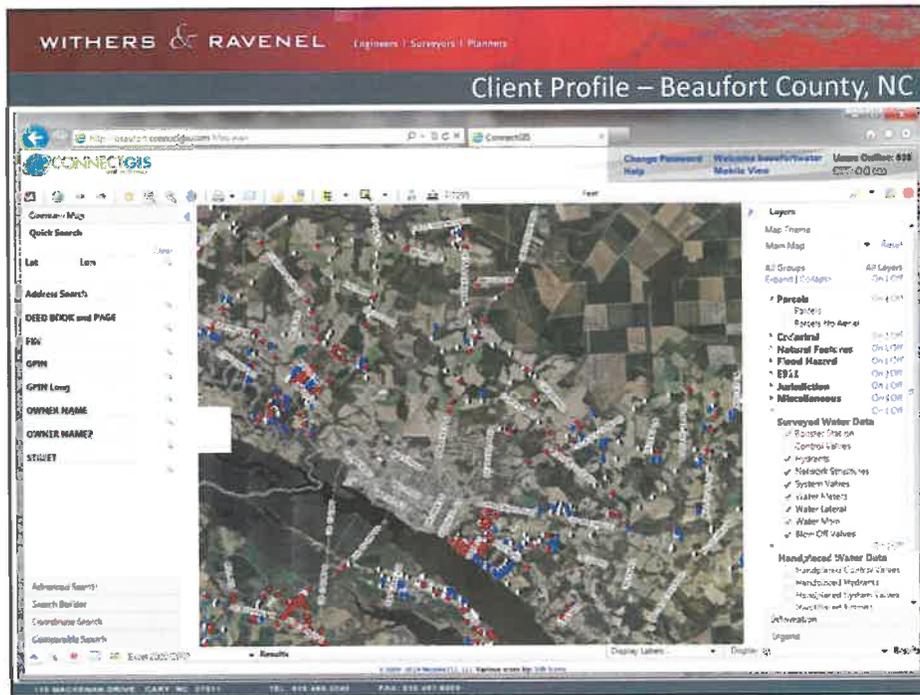
Washington Zoning

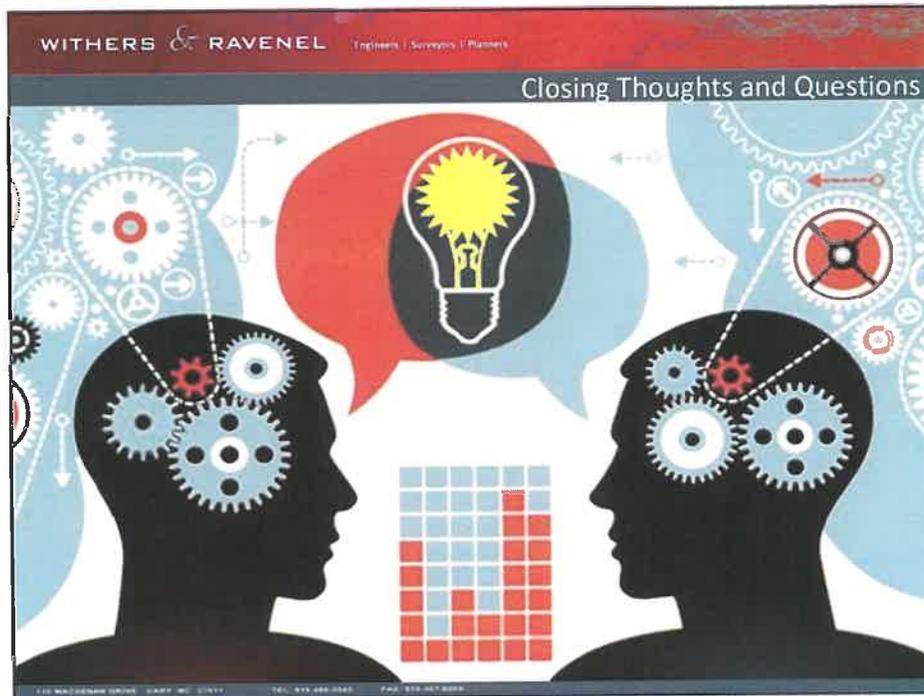
Additional Costs to Consider

GIS Software upgrades
Additional Training/Support
Staffing

110 WACKENNA DRIVE GARY, IN 47731 TEL: 913-888-2242 FAX: 913-887-6300









REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: October 27, 2014
Subject: PILOST Utility Sales Tax Budget Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a budget ordinance amendment to implement a payment in lieu of sales taxes from the Electric Fund to hold the General Fund harmless from the NC Department of Revenue sales tax changes implemented July 1, 2014.

BACKGROUND AND FINDINGS:

The utility sales tax change enacted by legislature effective July 1, 2014 included a hold harmless feature for utility franchise taxes but eliminated the local government's sales tax exemption of 3% of net revenue from electricity sales that generated \$190,000 general fund revenue in years past. Normal distributions for both taxes were budgeted in the general fund (\$1,138,000 utility franchise tax & \$190,000 utility sales tax). A payment in lieu of utility sales tax transfer from the electric fund is recommended to offset the \$190,000 sales tax shortfall due to the local government exemption elimination.

The Booth financial forecast for the electric fund based on the last twelve months as of August 2014 projects an \$839,986 gain from budgeted revenue and an increase in purchase power cost of \$405,612. Budgeted contingency and a portion of the projected gain in electric sales and resulting net revenue are adequate to cover the PILOST transfer.

As a conservative measure the \$100,000 Whitepost/Slatestone feeder project budgeted in 35-90-8390-7400 will not begin until the electric forecast is revisited after the winter months.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment
Financial Forecast- Electric Revenue & Power Costs

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: October 27, 2014 (if applicable)
City Manager Review: Concur 10/27/14 Date Recommend Denial _____ No Recommendation

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

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

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

35-90-3701-5100	Sale of Electricity	\$588,963
-----------------	---------------------	-----------

Section 2. That the following accounts and amounts be increased or (decreased) in the Electric Fund appropriations budget for the PILOST transfer:

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

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

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

Adopted this the 27th day of October, 2014.

MAYOR

ATTEST:

CITY CLERK

CITY OF WASHINGTON
Financial Forecasts - Electric Revenues and Power Costs

Date	Basis-Twelve Months Ended	Energy Sales (kWh)	Fiscal Year 2013-14 Forecast					Fiscal Year 2014-15 Forecast					MU %	3.2%	
			Note	Revenues	Power Costs	Net Revenues	Losses	MU %	Note	Revenues	Power Costs	Net Revenues			
Jan. 29, 2013	Dec. 2012	274,293,843		\$ 34,351,623	\$ 28,160,831	\$ 6,190,792	5.3%	22.0%							
Mar. 7, 2013	Jan. 2013	273,144,565		34,234,421	28,271,583	5,962,838	6.2%	21.1%							
Mar. 25, 2013	Feb. 2013	276,932,344		34,708,300	28,382,224	6,326,076	5.3%	22.3%							
Apr. 29, 2013	Mar. 2013	278,669,269		34,939,512	28,583,304	6,356,208	5.8%	22.2%							
May 31, 2013	Apr. 2013	279,738,079		35,107,769	28,585,056	6,522,714	5.6%	22.8%							
Jun. 20, 2013	May 2013	279,917,179		35,132,065	28,439,296	6,692,769	4.7%	23.5%							
Jul. 25, 2013	Jun. 2013	280,051,176		35,192,660	28,487,215	6,705,446	5.0%	23.5%							
Aug. 30, 2013	Jul. 2013	277,803,027		34,913,124	28,325,639	6,587,485	5.1%	23.3%							
Sep. 27, 2013	Aug. 2013	277,342,286		34,843,724	28,267,255	6,576,469	4.8%	23.3%							
Nov. 8, 2013	Sep. 2013	275,384,387		34,604,343	28,192,682	6,411,661	5.4%	22.7%							
Nov. 22, 2013	Oct. 2013	274,316,065		34,497,742	28,222,905	6,274,838	5.7%	22.2%							
Jan. 2, 2014	Nov. 2013	274,285,686		34,499,972	28,236,466	6,263,506	5.5%	22.2%							
Jan. 30, 2014	Dec. 2013	274,758,659		34,583,753	28,352,941	6,230,812	5.9%	22.0%							
Feb. 20, 2014	Jan. 2014	276,718,847		34,817,807	28,589,765	6,228,042	6.4%	21.8%							
Mar. 20, 2014	Feb. 2014	279,618,332		35,192,210	28,589,096	6,603,115	5.6%	23.1%	[16]	\$ 35,192,210	\$ 27,679,819	\$ 7,512,392	27.1%	891,290	
Apr. 29, 2014	Mar. 2014	280,171,359		35,271,302	28,710,237	6,561,064	5.7%	22.9%		35,271,302	27,774,223	7,497,079	27.0%	894,330	
May 30, 2014	Apr. 2014	279,810,956		35,207,449	28,657,060	6,550,390	5.7%	22.9%		35,207,449	27,701,777	7,505,672	27.1%	891,997	
Jul 02, 2014	May 2014	280,619,368		35,304,097	28,838,384	6,465,713	6.0%	22.4%		35,304,097	27,876,348	7,427,749	26.6%	897,618	
Jul 30, 2014	Jun. 2014	280,590,510		35,351,437	28,887,251	6,464,186	6.3%	22.4%		35,351,437	27,922,934	7,428,503	26.6%	899,118	
Aug 27, 2014	Jul. 2014	281,975,009					5.3%			35,522,568	27,853,097	7,669,470	27.5%	896,870	
Sep 23, 2014	Aug. 2014	279,878,909					5.8%		Current Fest.	35,301,964	27,795,480	7,506,484	27.0%	895,014	
									Budget	34,461,978	27,389,868	7,072,110	25.8%	881,954	
									G/(L)	839,986	405,612	434,374			

Notes:

[14] Residential split into Residential Service-Outside Corporate Limits & Inside Corporate Limits. Inside Corporate Limits has rate decrease of 5.0%, effective July 1, 2011.

[15] Residential rate decrease of 1.0%, effective July 1, 2012.

[16] 3.22% reduction in NCEMPA energy and demand components for Gross Receipts Tax (GRT), effective July 1, 2014.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: October 27, 2014
Subject: idX/Impressions Building Reuse Grant Application & Resolution & Award Grant Administration Contract - Mid-East Commission
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the Mayor to execute the necessary documents for application of a Building Reuse grant, adopt a resolution supporting the local government match of this project, and award the grant administration contract to the Mid-East Commission.

BACKGROUND AND FINDINGS:

idX/Impressions is planning to expand their operations over the next couple of years hiring 159 new positions with 50 of them being office staff. An office area in the facility that has been vacant for 15 years will be renovated and utilized for the expansion of the office. The project cost estimate is \$1,791,836, the grant requested is \$500,000 (50 jobs @ \$10,000), and requires a 5% local government match of \$25,000. The City's sale of the building to idX in April 2014 satisfies the match obligation.

A pre-application conference call was held with the Rural Center on October 13, application deadline is November 4th, and the award will be announced December 18th.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Building Reuse Pre-Application
Local Government Match Resolution
Mid-East Administrative Contract

City Attorney Review: Date By: _____ (if applicable)
Finance Dept Review: Date By: October 27, 2014 (if applicable)
City Manager Review: Concur Page 10 of 137 Denial No Recommendation
_____ Date

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

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

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

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

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

WHEREAS, the City of Washington acknowledges that, if the grant is awarded, it will be required to commit to a cash match of 5% of the grant amount toward the project for a total cash match of \$25,000;

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

Adopted this 27th day of October, 2014

Jay MacDonald Hodges, Mayor

ATTEST:

Cynthia Bennett, City Clerk

October 27, 2014

This agreement between the Mid-East Commission and the City of Washington is for the preparation of a North Carolina Department of Commerce Rural Economic Development Division Building Reuse grant application for the City of Washington- IDX project.

The Mid-East Commission agrees to prepare and submit the required the full application to the NC Department of Commerce Rural Economic Development Division.

The City of Washington hereby agrees to pay the Mid-East Commission \$2,500.00 for the completion of the previously mentioned item.

City of Washington Representative

Date

Timmy Baynes, Executive Director
Mid-East Commission

Date

PROPOSED

AGREEMENT BETWEEN
CITY OF WASHINGTON AND MID-EAST COMMISSION
FOR
ADMINISTRATIVE SERVICES
NC DOC RURAL ECONOMIC DEVELOPMENT DIVISION BUILDING REUSE GRANT
FOR IDX IMPRESSIONS PROJCT

THIS AGREEMENT, made the ____ day of _____, 2014, by and between the City of Washington, herein after referred to as CITY, and the Mid-East Commission, herein after referred to as the MEC.

WHEREAS, the CITY has received grant funding from the North Carolina Rural Economic Development Division to renovate and upfit the idX Impressions Building;

WHEREAS, the CITY has need of administrative assistance to assist the CITY with grant reporting, requisition and financial tracking requirements;

NOW, THEREFORE, the CITY and the MEC in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION A

The proposed administrative services shall include but not be limited to the following activities:

- General Administration
- Quarterly/ Final Report Preparation
- Prepare documentation, Forms, Paperwork for Reimbursement from Funding Agency
- Maintain Continuous Budget and Funds Expended

SECTION B

The MEC agrees to furnish personnel, equipment, and materials necessary to accomplish project administrative activities as needed and requested by the CITY.

SECTION C

The CITY shall furnish the consultant a copy of all project related invoices. Invoices shall include engineering fees, inspection fees, attorney fees, material cost, advertisement fees, contractor billings, etc. All information shall be provided in a timely manner.

SECTION D

The CITY shall compensate the MEC for administrative services a lump sum total of \$10,000. Four invoices for \$2,500 each will be submitted at 25%, 50%, 75% and 100% of construction completion. Payment shall be made upon presentation of an invoice by the MEC to the CITY.

IN WITNESS THEREOF they have executed this agreement.

City of Washington

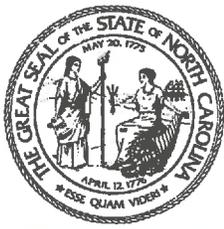
Mid-East Commission

Jay MacDonald Hodges, Mayor

Timmy Baynes, Executive Director

ATTEST

ATTEST



North Carolina Department of Commerce
Rural Economic Development Division
Rural Grants/Programs

2014-2015 Building Reuse Pre-Application Form

Program Statement

The Building Reuse Program under the Rural Grants/Programs Section of the North Carolina Department of Commerce will provide grants to local governments. Three categories of funding are available for 1) the renovation of vacant buildings, 2) the renovation or expansion of a building occupied by an existing North Carolina company wishing to expand in their current location and 3) the renovation, expansion or construction of health care entities that will lead to the creation of new, full-time jobs.

Pre-Application Process

The first step in the Building Reuse grant application process is the submittal of the pre-application form and completion of the pre-application conference call. The local government applicant is responsible for scheduling the call, arranging a call-in number and/or calling the participants. Meetings are available upon request and must also be arranged by the applicant. **The pre-application conference call/meeting must be completed at least seven (7) business days prior to the full application deadline date.**

Once the call/meeting is complete, applicants may submit a full application. The Pre-Application Form is available on the NC Department of Commerce website at <http://www.nccommerce.com/rd/rural-grants-programs/building-reuse>

Local project partners that should be on the call or present at the meeting include an authorized representative from the local government applicant, the job-creating company that will locate in the building, and the property owner (if applicable). Please list three dates and times when the local project partners are available for the pre-application conference call:

1. October 24, 2014
2. December 23, 2014
3. February 27, 2015

Full Application Information

The Guidelines and Application for the Building Reuse Program can be found under separate cover. All grant materials are available on the NC Department of Commerce website at www.nccommerce.com/rd/rural-grants-programs/building-reuse

Pre-Application Deadlines and Submittal Requirements

Last Day to Complete Pre-App Conference Call	Application Deadlines	Date of Award
October 24, 2014	November 4, 2014	December 18, 2014
December 23, 2014	January 7, 2015	February 19, 2015
February 27, 2015	March 10, 2015	April 23, 2015
April 24, 2015	May 5, 2015	June 18, 2015

Please submit Building Reuse Pre-Application by mail or email to:

Hazel Edmond
Building Reuse Program
Rural Economic Development Division
North Carolina Department of Commerce
4346 Mail Service Center
Raleigh, NC 27699-4346
hazel.edmond@nccommerce.com

***Guidelines and Application are subject to change at the discretion of the Rural Infrastructure Authority**

October 27, 2014
Page 117 of 137

2014-2015 Rural Grants/Programs Building Reuse Pre-Application Form

Eligible Applicants

Eligible applicants are units of local government located in either a Tier 1 or Tier 2 county, or a rural census tract in a Tier 3 county. The tier designations can be found on the NC Department of Commerce's website at <http://www.nccommerce.com/research-publications/incentive-reports/county-tier-designations>. In Tier 1 or Tier 2 counties, priority will be given to towns or communities with populations less than 5,000.

As prescribed in N.C.G.S. 143B-472.127(a)(2) a rural census tract is an area having a population density of less than 500 people per square mile according to the most recent decennial federal census.

http://accessnc.commerce.state.nc.us/gis/web_development/rural_development.html

2014-2015 Rural Grants/Programs Building Reuse Pre-Application Form

Funding Availability for Vacant Building category

Up to \$12,500 per full-time job, maximum award of \$500,000

- Project located in a Tier 1 or Tier 2 county
- Company type represented in the Priority Industry Table
- New jobs will meet the county weekly wage standard
- Company will provide 50% employer-paid health insurance

Up to \$10,000 per full-time job, maximum award of \$500,000

- Project located in a Tier 1 or Tier 2 county
- Any company type is eligible
- New jobs will meet the county weekly wage standard
- Company will provide 50% employer-paid health insurance

Up to \$5,000 per full-time job, maximum award of \$250,000

- Project located in a Tier 1 or Tier 2 county
- Any company type is eligible
- No wage standard is required
- No employer-paid health insurance is required

Up to \$5,000 per full time job, maximum award of \$250,000

- Project is located in a Tier 3 rural census tract area
- Company type represented in the Priority Industry Table
- New jobs will meet the county weekly wage standard
- Company will provide 50% employer-paid health insurance

Funding Availability for Existing Business Building category

Up to \$10,000 per full-time job, maximum award of \$500,000

- Project located in a Tier 1 or Tier 2 county
- Company type represented in the Priority Industry Table
- New jobs will meet the county weekly wage standard
- Company will provide 50% employer-paid health insurance

Up to \$5,000 per full-time job, maximum award of \$250,000

- Project located in a Tier 3 rural census tract area
- Company type represented in the Priority Industry Table
- New jobs will meet the county weekly wage standard
- Company will provide 50% employer-paid health insurance

Funding Availability for Health Care category

Up to \$10,000 per full-time job, maximum award of \$500,000

- Project located in a Tier 1 or Tier 2 county
- Company type is a health care entity
- New jobs will meet the county weekly wage standard
- Company will provide 50% employer-paid health insurance

Up to \$5,000 per full-time job, maximum award of \$250,000

- Project located in a Tier 1 or Tier 2 county
- Company type is a health care entity
- No wage standard is required
- No employer-paid health insurance is required

Up to \$5,000 per full-time job, maximum award of \$250,000

- Project located in a Tier 3 rural census tract area
- Company type is a health care entity
- New jobs will meet the county weekly wage standard
- Company will provide 50% employer-paid health insurance

Please refer to the Priority Industry Table and County Weekly Wage Standards on Page 4 to determine the funding availability for your project. Please use the New Jobs Work Sheet for Weekly Computation provided in the application to determine the project company's weekly wage average for the proposed new jobs.

2014-2015 Rural Grants/Programs Building Reuse Pre-Application Form

Priority Industry Table	
Business Classification	NAICS Code
Manufacturing - Processing	31-33
Warehousing	493
Wholesale Trade (Distribution)	42
Courier Services	492110
Central Administrative Office	551114
Electronic Mail Order	454110
Computer Systems Design & Related	54151
Software Publishers	511210
Software Reproducing	334611
Data Processing Services	514210

2014 County Weekly Wage Standards							
2014 Tier 1 Counties	2014 Wage Standard		2014 Tier 2 Counties	2014 Wage Standard		2014 Tier 3 Counties	2014 Wage Standard
Alleghany	\$447		Alamance	\$619		Brunswick	\$575
Anson	\$526		Alexander	\$479		Buncombe	\$619
Beaufort	\$582		Ashe	\$516		Cabarrus	\$593
Bertie	\$471		Avery	\$457		Carteret	\$466
Bladen	\$547		Catawba	\$626		Chatham	\$559
Burke	\$568		Cherokee	\$479		Durham	\$921
Caldwell	\$545		Cleveland	\$596		Forsyth	\$793
Camden	\$783		Craven	\$609		Guilford	\$750
Caswell	\$477		Cumberland	\$592		Henderson	\$585
Chowan	\$555		Currituck	\$502		Iredell	\$739
Clay	\$447		Dare	\$466		Johnston	\$587
Columbus	\$539		Davidson	\$575		Lincoln	\$575
Edgecombe	\$635		Davie	\$537		Mecklenburg	\$921
Gates	\$490		Duplin	\$528		Moore	\$608
Graham	\$518		Franklin	\$602		New Hanover	\$655
Greene	\$447		Gaston	\$621		Orange	\$682
Halifax	\$519		Granville	\$616		Pender	\$499
Hertford	\$587		Harnett	\$502		Union	\$648
Hoke	\$572		Haywood	\$564		Wake	\$855
Hyde	\$458		Lee	\$642		Watauga	\$500
Jackson	\$482		Macon	\$508			
Jones	\$524		Madison	\$493			
Lenoir	\$567		McDowell	\$529			
Martin	\$516		Nash	\$598			
Mitchell	\$528		Onslow	\$466			
Montgomery	\$535		Pamlico	\$443			
Northampton	\$518		Person	\$618			
Pasquotank	\$538		Pitt	\$604			
Perquimans	\$485		Polk	\$480			
Richmond	\$533		Randolph	\$565			
Robeson	\$510		Rowan	\$639			
Rockingham	\$584		Sampson	\$532			
Rutherford	\$543		Stanly	\$535			
Scotland	\$551		Stokes	\$483			
Sury	\$526		Transylvania	\$514			
Swain	\$459		Wayne	\$572			
Tyrrell	\$408		Wilkes	\$539			
Vance	\$545		Yadkin	\$489			
Warren	\$497		Yancey	\$467			
Washington	\$604						
Wilson	\$695						

2014-2015 Rural Grants/Programs Building Reuse Pre-Application Form

New Pre-Application Resubmittal Revised

Vacant Building Existing Business Building Rural Health Care

GENERAL INFORMATION

Legal Name of Local Govt Applicant: City of Washington County: Beaufort Tier # 1

Name of Chief Elected Official: Jay MacDonald Hodges Title: Mayor

Mailing Address: PO Box 1988 Street Address: 102 E. Second St.

City: Washington State: NC Zip: 27889

Primary Telephone(s): 252-975-9318 Fax: 252-946-1965

Email: mhodes@washingtonnc.gov Federal Tax ID #: 566001364

Local Government Contact:

Name: Matt Rauschenbach Title: Administrative Services Director

Primary Telephone: 252-975-9312 Email: mrauschenbach@washingtonnc.gov

Person Who Prepared this Pre-Application: (Organization Name): Beaufort County Economic Development

Mailing Address: 705 Page Road Street Address: 705 Page Road

City: Washington State: NC Zip: 27889

Name: Martyn B. Johnson Title: EDC Director

Primary Telephone: 252-9463970 Email: Martyn.Johnson@beaufortedc.com

PROJECT INFORMATION

Project Title: idX Impressions, Washington North Carolina Expansion

Grant Amount Requested (\$) \$480,000.00

Proposed Project START Date: January 2, 2015 Proposed Project END Date: August 30, 2015

Will the company relocate from and/or close any other facility in NC? Yes No

Is the property owned or leased by the company locating in the building?

Please provide the name and a brief description of company involved in project:

A.R. Chesson Construction Co. – General Contractor
Designco Construction – General Contractor
David Weatherly – private owned General Contractor
Sonitrol – Electronic Security System Installer
Williams Fire Sprinkler Co. – Fire prevention

Please provide a brief description of the proposed building renovations with a justification as to why it is needed to serve the project company:

2014-2015 Rural Grants/Programs Building Reuse Pre-Application Form

idX Corporation is planning to expand their operations in Washington North Carolina over the next couple of years. Overall plans are to hire 159 new positions at idX Impressions with 48 of them being office positions. The plans are to utilize part of the building that has been empty for 15 years, last occupied by Hamilton Beach. The vacant offices and restrooms have deteriorated over the 15 years from lack of use and needs to be brought into compliance prior to hiring office positions. We'll need to expand our shipping and receiving parking lots to allow for the additional traffic flow of trucks. There is also a need to move some interior walls and vacant office spaces in the production area so we can improve our production flow and add on additional operators.

PROPERTY OWNER INFORMATION

Property Owner Legal Name: idX Corporations

Property Owner Rep Name (First, MI, Last): Fritz Baumgartner
(authorized by Property Owner to sign Loan Performance Agreement & Promissory Note)

Property Owner Address: 3451 Rider Trail City: Earth City State: MO Zip: 63045

Property Owner Phone(s): 314-739-4120 Email: Terry.Schultz@idxcorporation.com

Tax Value of Property Before Renovation: \$ 2,896,062 Date of County's Next Tax Revaluation: 2018

Project Building Address: 234 Springs Road City: Washington State: NC Zip: 27889

Year Building Was Constructed: 1966 # of Months Building Vacant: _____ Sq Ft of Bldg: 387,000

BUSINESS INFORMATION

BUSINESS 1 Name idX Impressions Federal ID Tax #: 562514446

Business Rep Name (First, MI, Last): Randy Roark NAICS Code: 337215

Business Rep Phone: 252-948-2021 Business Rep Email: Randy.Roark@idximpressions.com

Check ONE box below for the Industry Type of the Business:

Data & Call Services Healthcare Manufacturing Processing Warehouse/Distribution

Professional Service Restaurant Retail Non-Profit

Is the proposed Business a startup? Yes No If NO, how many years in business in NC? 15

Number of Existing Part-Time employees in NC: 0 Will the Business Provide Benefits? Yes No

Number of Existing Full-Time employees in NC: 115 What % of Health Benefits is Employer Paid? 70 %

Number of New Full-Time Jobs Committed: 48 Average Weekly Wage of the New Full-Time Jobs Committed: \$700.00
(Please use the weekly wage computation to calculate)

BUSINESS 2 Name _____ Federal ID Tax #: _____

Business Rep Name (First, MI, Last): _____ NAICS Code: _____

Business Rep Phone: _____ Business Rep Email: _____

Check ONE box below for the Industry Type of the Business:

Data & Call Services Healthcare Manufacturing Processing Warehouse/Distribution

Professional Service Restaurant Retail Non-Profit

Is the proposed Business a startup? Yes No If NO, how many years in business in NC? _____

2014-2015 Rural Grants/Programs Building Reuse Pre-Application Form

By signing this document you are certifying that the wages indicated meet the funding eligibility for this program. You are also certifying that you will provide at least 70% of health benefits to each position committed to the program.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: October 20, 2014
Subject: PTRF Lease Agreement
Applicant Presentation: N/A
Staff Presentation: Brian Alligood

RECOMMENDATION:

I move that City Council approve and authorize the City Manager to sign the lease agreement between the City and the Pamlico-Tar River Foundation, Inc. (PTRF) for use of the second floor of the Old Train Depot by the PTRF.

BACKGROUND AND FINDINGS:

For many years the City of Washington has allowed the Pamlico-Tar River Foundation, Inc. (PTRF) to use the second floor of the Old Train Depot for its offices. When the Beaufort County Arts Council moved its offices out of the Old Train Depot earlier this year a new lease agreement was developed for the Washington TDA to assume their space. This change prompted staff to review the lease agreement with PTRF. Staff, however, was unable however to find a lease with PTRF. Staff has worked with PTRF to develop a lease agreement that reflects their use of the Old Train Depot facilities. A copy of that agreement is attached. The agreement has been reviewed by the PTRF Executive Director and the City Attorney.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Lease agreement.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: But Concur _____ Recommend Denial _____ No Recommendation
10/21/14 Date

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

LEASE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **Default.**

a. The occurrence of one or more of the following events (hereinafter called "Events of Default") shall constitute a default by Lessee:

i. Failure to perform any provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to Lessee;

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

24. **Remedies Upon Default.**

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

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

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

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

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

(The Remainder Of This Page Intentionally Left Blank.)

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

PRE-AUDIT CERTIFICATE

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

Matt Rauschenbach, Chief Financial Officer
City of Washington

LESSOR:

CITY OF WASHINGTON

ATTEST:

Cynthia S. Bennett, City Clerk
City of Washington

By: _____
Brian Alligood, City Manager
City of Washington

LESSEE:

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

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**, a North Carolina municipal corporation, and as the act of the corporation, the foregoing instrument was signed in its name by **BRIAN ALLIGOOD**, its City Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

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

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

NOTARY PUBLIC

My Commission expires: _____