



City of  
**Washington**  
NORTH CAROLINA  
Council Agenda  
APRIL 13, 2015  
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from March 23, 2015 (**page 4**)

Approval/Amendments to Agenda

Presentation: Ms. Cynthia Bennett – Master Municipal Clerk Designation

I. Consent Agenda:

- A. Declare Surplus/Authorize – Electronic Auction of Vehicle through GovDeals (**page 18**)
- B. Approve – Audit Contract for fiscal year 2014-2015 (**page 19**)
- C. Authorize – City Manager to enter into an agreement with Compensation Claims Solutions (**page 26**)
- D. Adopt – Resolution directing City Clerk to investigate a petition for a contiguous annexation request from Granville Lilley (**page 33**)

II. Comments from the Public:

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

- A. Adopt – Resolution to consider a zoning change consisting of 3.47 acres of vacant property located on West 15<sup>th</sup> Street (**page 38**)
- B. Adopt – Resolution to consider a zoning change consisting of 6.00 acres of vacant property located on Whispering Pines Road (**page 56**)

IV. Public Hearing - Other:

- A. Adopt/Award – Ordinance to condemn as unsafe the structure located at 620 Washington Street and Award the demolition contract (**page 72**)



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- B. Accept/Award – Accept the recommendation of the Planning Board and **Adopt** an Ordinance to amend Chapter 40, Section 40-263, Provisions for flood hazard reduction, of the Code Of Ordinances of the City of Washington **(page 81)**
- V. Scheduled Public Appearances: None
- VI. Correspondence and Special Reports:
- A. Memo – Bug House Park Tennis Courts **(page 87)**
  - B. Memo – Kayak Launch **(page 88)**
  - C. Memo – Belle of Washington Dockage **(page 89)**
  - D. Memo – SeaTow OBX Dockage **(page 90)**
- VII. Reports from Boards, Commissions and Committees:
- A. Human Relations Council – **(page 91)**
- VIII. Appointments: None
- IX. Old Business:
- A. Approve – Contract with Davey Tree Expert Service for the remaining portion of the FY 2014-15 and a contract for FY 2015-16 **(page 93)**
  - B. Approve – USDA Agreement for Goose Management **(page 94)**
  - C. Approve – Rachel J. Midgette Deed Release **(page 109)**
  - D. Approve/Authorize – the Mayor to execute a Guaranty Agreement with Washington Housing Authority and the Release from Deed of Trust for Lots 30, 31, 63, and 82 in the Northgate Subdivision **(page 118)**
  - E. Adopt – Resolution of Intent to convey surplus real property located generally off of Hudnell Street **(page 138)**
- X. New Business:
- A. Approve – Request for Alcohol at Festival Park: Events are Pickin’ on the Pamlico and Git’ Down Downtown **(page 140)**
  - B. Presentation – City Manager’s recommended FY 2015-2016 Budget



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- XI. Any Other Items From City Manager: None
- XII. Any Other Business from the Mayor or Other Members of Council:
  - A. Discussion – Drones (Councilman Pitt)
- XIII. Closed Session – Under NCGS § 143-318.11(a)(1) Disclosure of Confidential Information, 159B-38 Confidentiality of Contract Discussion and 143-318.10 (e) The Public Records Act
- XIV. Adjourn – Until Monday, April 27, 2015 at 5:30 pm, in the Council Chambers

The Washington City Council met in a regular session on Monday, March 23, 2015 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.; Robbie Rose, Fire Chief; Allen Lewis, Public Works 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 Services Director; David Carraway, Network Administrator and Mike Voss, Washington Daily News.

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

**APPROVAL OF MINUTES:**

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the minutes of March 9, 2015 as presented.

**APPROVAL/AMENDMENTS TO AGENDA:**

Mayor Hodges reviewed the requested amendments to the agenda:

- Move from New Business Item B: Discussion NCDOT 5<sup>th</sup> Street Resurfacing Project (**item to be discussed after Comments from the Public**)
- Move from Consent Item B: Purchase Orders >\$20,000 (**discuss after approval of Consent Agenda**)
- Add under Other Business from Mayor and Council: Discussion of Commercial Trash Pickup and Discussion of Outside Agency Funding

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 Mercer, Council approved the consent agenda as amended.

**A. Approve – Part-time Position Classification Request**

*The WTDA adopted a strategic plan last year that called for a realignment of the organization to more effectively meet organization objectives. With the announcement of Laura Smithwick's retirement effective May 1, 2015, the Tourism Development Director, with support of the WTDA, decided this was an opportune time to expedite a new staffing structure. Rather than filling the position with a full-time employee, the Tourism Development Director has proposed to split the full-time Civic Center Coordinator position, vacated by Ms. Smithwick, into two part-time positions of 25 hours each. One of the positions will perform administrative support functions and will be allocated to the part-time Administrative Support Assistant classification (Pay Grade 8) on the part-time salary schedule. The second position would require a new part-time classification, Event Coordinator (pay Grade 10).*

**B. Moved from Consent Agenda: Approve – Purchase Orders > \$20,000**

**APPROVE – PURCHASE ORDERS > \$20,000 (From Consent Agenda)**

- Requisition # 15821, \$28,800, to Cutler’s Landscaping for large tree removal, account 35-90-8390-4500. Cutler’s was the only vendor to bid of the three qualified and capable bids requested.

Councilman Mercer expressed concern with the purchase order. City Manager, Brian Alligood explained that our current policy is to clear/take out trees that are in the right-of-way and not just trim the trees as in the past. Our goal is to be able to bushhog the rights-of-way instead of continuing to trim the trees. This approach will save us money in the long run and enable us to keep the power on if the hazard is removed. Keith Hardt, Electric Utilities Director explained that once the trees are cut down, the logs are left for the property owner, this saves us money by not having to haul the trees away to a disposal company. Discussion was held regarding the previous contract for tree trimming/removal.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the purchase order in the amount of \$28,800 to Cutler’s Landscaping for large tree removal.

**COMMENTS FROM THE PUBLIC:****SUSAN ZACHARY: GREENWAY EXPANSION & BUG HOUSE PARK**

Susan Zachary commented, “I am opposed to two expenditures that have been discussed in front of the City Council in the last little bit. ... I just walked through Veterans Park and took a picture of the greenway there. Nobody, to my knowledge, uses that on a regular basis because of the goose droppings. A goose will drop about a pound and a half of droppings per day. That is a lot of duck poop on the walkway, and we’re looking at spending \$80,000 on the greenway, expanding the greenway over and across between Bonner (Street) and Jack’s Creek and over to Havens Gardens.” Ms. Zachary also expressed concern about spending money to build more tennis courts in the city when existing courts at Bug House Park are not being used and are in a state of disrepair. Brian Alligood explained that the tennis courts at Bug House Park are prone to flooding because of their proximity to Jack’s Creek and the Pamlico River.

Mr. Alligood also explained that the City is in contract negotiations with USDA officials regarding control of the goose population in the Jack’s Creek basin. The city has a permit for the legal taking of geese. “We are working with them on a program. We currently have a maintenance program where we run the geese with a dog. We have a contract to do that in an effort to move those geese away from there. We are coming into the nesting period, where we will be working with USDA on egg oiling. ... That process is a long process, and we’re in the middle of it. It is our goal to reduce that population as much as we can in a legal manner.” A presentation on that removal effort will be made to the Council at a future meeting.

Kristi Roberson, Parks and Recreation Manager will present documents regarding the repair/replacement of the tennis courts at Bug House Park. Discussion was held regarding potential alternate locations for tennis courts.

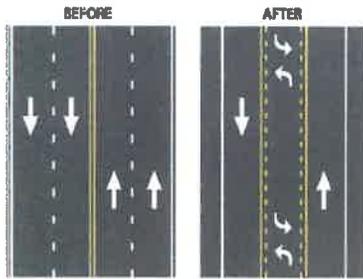
**DISCUSSION – NCDOT 5<sup>TH</sup> STREET RESURFACING PROJECT**

John Rouse, NCDOT - Division Engineer explained the resurfacing/road diet project will be performed on 5<sup>th</sup> Street/John Small Avenue from Whispering Pines Road to approximately East 12<sup>th</sup> Street (near the Walgreen’s and CVS pharmacies). Mr. Rouse told the Council that NCDOT plans

to convert the existing four-lane configuration to a three-lane configuration — an eastbound lane, a westbound lane and a center left-turn lane.

Councilmembers expressed concern with the current design by sighting safety concerns with the narrow lanes and traffic actually driving in the gutters. Other members expressed concern that the new design would not carry as much traffic load as the current design.

**What is a Road Diet?**



**What is a Road Diet?**



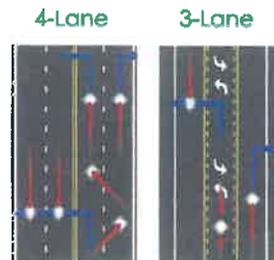
Photo Source: Virginia DOT

**What a Road Diet is NOT**

- No cross section reduction
- No lane width reduction required
  - Though not disallowed
- Think about it like this:
  - Lane Reallocation
  - Lane Rebalancing
  - Conversion

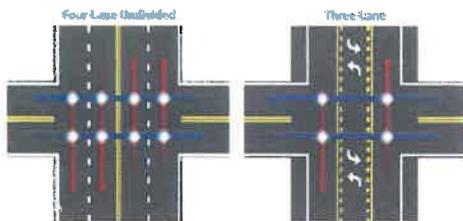


**Benefits: Safety**



**19 - 47%  
overall  
crash  
reduction**

**Benefits: Reduced Conflict Points**



**Determining Road Diet Feasibility**

**Identify the Road Diet's objectives:**

- Improve safety
- Reduce speed differential
- Reduce queues caused with left-turners
- Improve pedestrian environment
- Improve bicyclist accessibility
- Enhance transit stops

**Determining Road Diet Feasibility**

**Traffic Operations: What about Capacity?**

- Some 4-lane roads = “de facto 3-lane roads”
- Case-by-case analysis
- Meet the current and expected needs



ROADWAY INFORMATIONAL GUIDE Photo Credit: Tom Watta  
safety three dot gov/road\_data/info\_guide

**Determining Effectiveness: Re-visit Objectives**

- Safety
  - Crash reduction?
  - Certain crash types reduced?
  - Speed differential changed?
- Operations
  - Level of service? For all users?
- How were these road users affected?
  - Bicyclists
  - Pedestrians
  - Transit
  - Others

ROADWAY INFORMATIONAL GUIDE safety three dot gov/road\_data/info\_guide

Mr. Rouse said the new configuration would make the section of road safer, especially at intersections. He also said the new alignment would not change the width of the road.

Mr. Allgood said it was our understanding that after Third Street had been completed, that we shouldn’t anticipate Fifth Street being resurfaced. We found out a week or so ago that it was going to be in the program, so we’re very pleased about that.

Mr. Allgood noted that he understood that it sounded counter-intuitive to take a four-lane road and make it a three-lane road and it will still carry the same amount of traffic. But the traffic study performed by NCDOT shows the reconfiguration will handle the same amount of traffic at an acceptable level of service. Mr. Allgood explained that the belief that NCDOT is going to come in and widen that road is just not a realistic belief. City staff has safety-related concerns about that section of road because it is somewhat narrow. Some City emergency vehicles cannot travel that section without straddling lane lines.

“The four lanes are way too tight, and it’s creating a safety issue. A lot of people are scared to go — they’ll actually stop, which means they’re going to cause rear-end collisions on the four-lane set-up here. I don’t know why in the world we went with four lanes with the right of way that we’ve got on that road. That’s a dangerous situation,” said Mayor Pro tem Roberson, adding the three-lane configuration would be safer than the existing configuration.

Mr. Rouse explained that the major improvements you get from taking a four-lane, undivided road to a three-lane section is you get a safer cross section. What we’ve seen in the past are reduced numbers of collisions with this type of action. The new three-lane configuration would make it safer for pedestrians and bicyclists using that section of road. The project will go out for bid in April and hopefully be completed by the Fall or at least before the next fiscal year.

**SCHEDULED PUBLIC APPEARANCES: NONE**

**CORRESPONDENCE AND SPECIAL REPORTS:**

**DISCUSSION – GRANT UPDATES**

Grant Executive Summary  
as of 2/28/2015

Active Fund	Grant Description	Dates			Financials				Deliverable			Notes	
		Award	Expiration	Completion	Revenue		Expense		Metric	Total	Achieved		Bal.
					Budget	Actual	Budget	Actual					
50	CDBG Affordable Housing	04/09/10	10/31/14	06/30/15	227,700	185,719	227,700	185,719	LMI homes	30	6	4	6 completed, performance extension granted, guaranty being revised
52	Comprehensive Bicycle Plan	05/26/11	12/31/13	06/30/14	35,000	30,490	35,000	38,713				0	Council approved plan in December, pending DOT approval
55	ICB/Impressions NC One Grant	09/30/13	09/30/16		300,000	-	300,000	-	Jobs/Investment	160	0	160	Jobs created but not since award date
61	Pedestrian Plan Grant	05/20/13	09/30/13	12/31/14	10,000	10,000	10,000	-				0	Reforming committee, meet in April
65	Econ. Development-Spiritie	01/07/12	01/07/15	01/07/15	90,000	90,447	90,000	90,000	Jobs	90	81	9	Final match paid in February
66	Airport Terminal Grant	04/04/13	07/01/15	09/30/15	1,254,488	980,483	1,254,488	781,671				0	Construction begun, complete April 15
67	Facade Grant Program	07/01/13	06/30/14		20,000	20,025	20,000	10,912				0	In progress, 6 reimbursed, 2 pending
69	Way Finding		04/01/15		150,000	150,280	150,000	12,163				0	Reviewing w/ DOT, cost estimate & recommendation in April
71	Airport Lighting Rehab		12/31/14		460,121	66,379	460,121	40,378				0	Contract signed, construction summer 2015
72	Municipal Plan Access Grant	07/01/14	11/30/13		135,000	15,000	135,000	-				0	Contract signed, complete by June 30th
73	Firefighter's Assistance- Exhaust	08/08/14	08/07/15		50,000	2,500	50,000	-				0	Equipment ordered, permits issued for work to begin
76	EDA Water Projects	09/11/13	09/11/17	02/28/17	1,428,262	706,133	1,428,262	38,064				0	Bid awarded January 2015, notice to proceed Feb. 23
77	EDA Sewer Grants	09/11/13	09/11/17	02/28/17	1,428,894	709,874	1,428,894	161,977				0	Bid awarded January 2015, notice to proceed Feb. 23
	CDBG Keyville Rd.	2005	6/4/2013	06/30/16	320,000	320,000	320,000	320,000				0	Lot 1 does not qualify for LMI. Construction on lot 2 & 3 near compl.
59	ICB Building Reuse	12/15/14			512,500	-	512,500	-	Jobs/Investment	50		50	Grant agreements received, Mid-East administering
32	TAG- Sanitary sewer study	05/12/14		09/09/14	35,000	-	35,000	30,625				0	Completed, reimbursement to be requested
37	Airport Approach Survey	07/01/14	07/01/16		16,986	4,899	16,973	15,734				0	Survey completed
10	NC Cardinal	07/01/14		06/30/15	22,345	9,252	31,987	-				0	Grant awarded, complete by 6/30/15
10	Historic Preservation Grant	07/01/14	08/21/15		11,000	-	15,000	1,000				0	PO issued to update National Registry Inventory
10	EZ Technology Library Grant	11/03/14	12/12/14	04/15/15	4,869	-	4,863	4,357				0	Equipment received, reimbursement being requested in February

Mayor Hodges inquired about the funding status of the walkway under the bridge at Havens Gardens as he had heard it was not funded. Mr. Alligood will follow up on this inquiry.

**DISCUSSION – PROJECT UPDATES**

General Fund:										
IT	10-00-0153-7400	Wireless Bridge- sewer plant	1,204	(1,632)	0	2,836	Completed PV, TDA phone move CR	1		
		Redundant PBI	6,917	6,709	0	208	Complete	1		
		Redundant Cisco phone sv.	19,068	18,617	0	446	Complete	1		
		IP addressing	1,520	1,520	0	0	Complete	1		
		Total IT	28,704	25,214	0	3,490				
Police	10-10-0310-7400	Vehicles	134,000	108,515	19,219	6,266	4 received, equipment on order			
Fire	10-10-0340-7400	Thermal imaging camera	8,105	8,094	0	11	Complete	1		
		Support vehicle 1	29,814	30,161	0	(247)	Complete			
		Total Fire	28,019	38,255	0	(236)				
Planning	10-10-0910-7400	Streetscape	25,000	0	0	25,000	Committee meeting March 12			
		Havens Garden Master Plan	7,200	3,137	4,063	0	Completed, balance to be paid			
Powall Bill	10-20-0511-4500	Street Paving	279,208	212,803	43,199	23,206	Original contract completed	2		
Street Maintenance	10-20-0510-7400	Dump truck #454	64,000	63,816	0	184	Complete			
Library	10-40-0310-7400	PC virtualization	14,700	12,471	0	2,229	Complete			
Outside Agency	10-40-0170-9113	Veterans Park Sign	6,920	3,946	745	2,239	Complete	1,2		
Rec. Maintenance	10-40-0150-7400	3rd St ball field RRR	59,620	59,620	0	0	Complete	1		
		Utility trucks # 807 & 810	63,783	65,213	0	(1,430)	Complete			
		Total Rec. Maintenance	123,403	124,833	0	(1,430)				
<b>Total General Fund</b>			<b>721,154</b>	<b>582,989</b>	<b>67,228</b>	<b>80,938</b>				
Water	30-90-7250-7000	AMR meters	110,000	73,225	1,836	34,939	Complete end of April	1		
		Van #902 & pickup #985	40,000	29,241	0	759	Complete			
		Truck #414 body	7,393	8,399	0	(1,006)	Complete	1		
		16" WL engineering	61,653	1,695	59,958	0	Design compl, construction inspection rem	1		
		Sunrise Ave. water line	168,806	75,035	0	93,771	Complete	1,2		
<b>Total Water Fund</b>			<b>387,852</b>	<b>197,595</b>	<b>61,794</b>	<b>128,463</b>				
Sewer	32-90-0220-7000	Blast & paint clew/fire 1&2	14,600	14,600	0	0	Complete	1		
		Vehicle #5-49	25,000	24,911	0	89	Complete			
		Effluent control panel	24,000	8,744	11,766	3,490	Complete by April 1			
		Tractor equipment	17,000	15,816	0	1,184	Complete			
		Robotic Strk/Response pump c	40,000	11,892	27,840	228	Complete June 1			
Foundation L.S. generator	8,668	813	4,196	3,354	Complete	1				
<b>Total Sewer Fund</b>			<b>139,268</b>	<b>76,915</b>	<b>44,002</b>	<b>8,348</b>				

<b>Electric:</b>										
Electric Director	35-80-7220-0400	Peak Shaving Rate Study	8,962	8,176	786	0	Complete	1		
		Total Electric Director	8,962	8,176	786	0				
<b>Electric Meter Service</b>										
Electric Meter Service	35-80-7250-7400	Test Switches	1,740	1,740	0	0	Complete	1		
		Meters & handhelds	70,000	14,525	0	55,475	In progress			
		Total Electric Meter Svc.	71,740	16,265	0	55,475				
<b>Substation Maint.</b>										
Substation Maint.	35-80-8370-7400	Eastern substation breaker	46,512				Completed	1		
		VDA recloser	20,000				Not started.			
		Distribution reclosers	20,000				On order			
		Capacitors	8,000				Not started.			
		E. substation security system	2,500				Using Tropco. Started.			
		FRHE & Whar St. bus rebar/ins	5,900				Complete			
		Chocowinity breaker rebuild	100,000				Complete			
		2nd/5th Feeder	100,000				Acquiring materials			
		Main substation rebuild	250,000	0	0		Acquiring materials			
		Total Substation	532,512	119,211	172,987	260,314				
		<b>Load Management</b>								
Load Management	35-90-8575-7400	Load management switches	70,000	65,835	0	4,165	Complete			
<b>Power Line Construction</b>										
Power Line Construction	35-80-8990-7400	2nd St./5th St Rebuild Engine	71,539				Complete	2		
		High School Feeder relocation	134,322				Complete	1,2		
		Grimesland Feeder Engineering	73,226				Complete	1,2		
		NC 32 Feeder Engineering	32,299				Complete	1,2		
		White Post/Statstone Feeder	0				Delayed to FY 15. Not started	2		
		NC 32 Feeder rebuild	325,000				Under construction			
		2nd St./5th St Rebuild	300,000				Acquiring materials			
		Line truck #617	230,000				On order			
		Dually F350 #613	50,000				On order			
		Portable air compressor	20,000				Compiling specs			
		Total Power Line Construct	1,216,395	258,793	370,863	586,739				
		<b>Total Electric Fund</b>								
		Total Electric Fund		1,919,608	468,280	540,836	908,692			
		<b>Solid Waste Collection:</b>								
		Solid Waste Collection	35-90-4710-7400	Two leaf machines	56,500	51,042	0	5,458	Complete	
Total Solid Waste		56,500	51,042	0	5,458					
<b>Cemetery:</b>										
Cemetery Fund	30-80-4740-8800 30-90-4740-7400	Storm drain repairs	7,223	7,223	0	0	Complete	2		
		Two equipment sheds	30,000	3,000	27,000	0	Complete April			
		Total Cemetery	37,223	10,223	27,000	0				
<b>Grand Total</b>										
Grand Total		3,251,600	1,997,044	744,658	1,103,898					

Notes:  
1 PO carryforward  
2 Project carryforward

### DISCUSSION – ACCIDENT STATISTICS REPORT

City of Washington Accident Statistics Report				1st Quarter 2015		
				3/10/2015		
				2015 Calendar Year Total		
Department	January	February	March	#OSHA Recordable	Non Recordable	Total
Public Works		*1 sore arm		1	0	1
Electric	*1 - Strain/sprain			1	0	1
Fire				0	0	0
Police				0	0	0
Administrative Services				0	0	0
Comm & Cultural Svcs.				0	0	0
				2	0	2
*Denotes an OSHA Recordable Accident						
1904.7(a)						
Recordable - Basic requirement. An injury or illness meets the general recording criteria, and therefore is deemed 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. A case will also 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 . An injury or illness that requires treatment that is defined as first aid with first aid being defined in 1904.7(b)(5)(ii).						

### MEMO – BUDGET TRANSFER ~ GENERAL FUND (memo accepted as presented) Matt Rauschenbach, C.F.O

The Budget Officer transferred \$4,000 of funds between the Miscellaneous and Aquatic Center departments of the General Fund appropriations budget to convert the pool heater to natural gas.

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

FROM:	10-00-4400-5701	Miscellaneous	\$4,000
TO:	10-40-6126-1600	Equipment Maintenance	\$4,000

**REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE**

**APPOINTMENTS: HUMAN RELATIONS COUNCIL**

By motion of Councilman Pitt, seconded by Councilman Brooks, Council appointed Stephanie Jones Wilson to the Human Relations Council to fill the un-expired term of Barbara Gaskins, term to expire June 30, 2017.

**OLD BUSINESS:**

**ADOPT – RESOLUTION OF INTENT TO CONSIDER CLOSING AND ABANDONING A PORTION OF QUEEN STREET AND AN ALLEY RIGHT-OF-WAY**

Brian Alligood explained the resolution is required to be published four consecutive weeks in the local newspaper. In addition, adjoining property owners have to be notified and the Resolution posted at each end of the right-of-way.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council adopted the Resolution of Intent to close and abandon a portion of Queen Street and an alley right-of-way that intersects Hudnell Street as shown on the attached survey map and scheduled a public hearing to consider a resolution ordering the closing and abandoning of said portion of Queen Street and said alley way.

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF WASHINGTON TO CONSIDER CLOSING AND ABANDONING PORTIONS OF QUEEN STREET AND AN ALLEY OFF HUDNELL STREET (RESOLUTION OF INTENT)**

**WHEREAS**, the City Council (Council) for the City of Washington (City) exercises general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits pursuant to North Carolina General Statute § 160A-296 et seq.

**WHEREAS**, North Carolina General Statute § 160A-299 authorizes cities to close public streets and alleys and proscribes procedures for carrying out said authority.

**WHEREAS**, the City finds it to be advisable and in the public’s best interest to conduct a public hearing for the purpose of giving consideration to the closing and abandoning of portions of Queen Street and an alley off Hudnell Street, said portions consisting of all of those areas labeled “15’ Undeveloped Alley” and “Queen Street” (east and west sides) as shown on that plat entitled “A Survey of Property Standing in the Name of William R. & Kathy P. Waters” by Hugh A. Sorrell Land Surveying dated July 30, 2012 and recorded in Plat Cabinet H, Slide 90-5, Beaufort County Registry, to which plat reference is herein made for a more complete and accurate description.

**WHEREAS**, the City intends to reserve its right, title and interest, if any, in and to any and all utility improvements or easements within those areas of Queen Street and said alley more particularly described herein.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Washington, North Carolina as follows.

- 1) Pursuant to North Carolina General Statute § 160A-299, a public hearing will be held at 6:00 p.m. on the 27<sup>th</sup> day of April, 2015 in the City Council Chambers, Room 214, of the Municipal Building to consider a resolution that would order the closing and abandoning of portions of Queen Street and an alley off Hudnell Street, said portions being more particularly described as follows.

All of those areas labeled “15’ Undeveloped Alley” and “Queen Street” (east and west sides) as shown on that plat entitled “A Survey of Property Standing in the Name of William R. & Kathy P. Waters” by Hugh A. Sorrell Land Surveying dated July 30, 2012 and recorded in Plat Cabinet H, Slide 90-5, Beaufort County Registry, to which plat reference is herein made for a more complete and accurate description.

- 2) The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the Washington Daily News, or other newspapers of general circulation in that area.
- 3) The City Clerk is further directed to transmit by registered or certified mail a copy of this Resolution of Intent to each property owner abutting upon those portions of said Queen Street and an alley off Hudnell Street under consideration to be closed and abandoned.
- 4) The City Clerk is further directed to prominently post this Resolution of Intent in at least two places along the portions of Queen Street and an alley off Hudnell Street that are under consideration to be closed and abandoned as notice of said public hearing and the consideration being given to close as well as abandon those portions

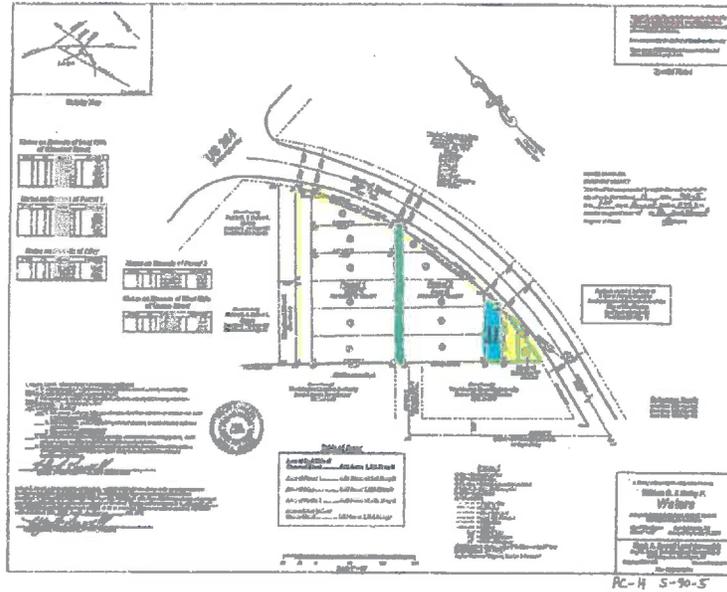
Adopted this the 23<sup>rd</sup> day of March, 2015.

**ATTEST:**

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

**s/Jay MacDonald Hodges**  
**Mayor**





**ADOPT – RESOLUTION AUTHORIZING ADVERTISEMENT OF OFFER TO PURCHASE CERTAIN SURPLUS REAL PROPERTY**

City Manager, Brian Allgood explained that the resolution begins the process for accepting R & G Enterprises, LLC’s March 2<sup>nd</sup> offer of \$2,000 to purchase the triangle of property owned by the City and formed by the intersection of Queen Street, Hudnell Street and the Washington Housing Authority parcel.

By motion of Councilman Mercer, seconded by Councilman Brooks, Council adopted the Resolution authorizing the advertisement of an offer to purchase certain surplus real property generally located off Hudnell Street, Washington, North Carolina for the sum of \$2,000.

**RESOLUTION AUTHORIZING THE ADVERTISEMENT OF AN OFFER TO PURCHASE CERTAIN SURPLUS REAL PROPERTY**

**WHEREAS**, the City Council of the City of Washington (“City”) desires to dispose of certain surplus real property of the City by upset bid pursuant to North Carolina General Statute § 160A-269.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council as follows.

1. The following described real property, located generally off Hudnell Street (SR 1552), is hereby declared to be surplus to the needs of the City:

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

IT BEING all of that lot or parcel bounded on the West by Queen Street, on the East by Hudnell Street (SR 1552) and on the South by the property now or formerly owned by the Washington Housing Authority as shown on that plat entitled “A Survey of Property Standing in the Name of William R. & Kathy P. Waters” prepared by Hugh A. Sorrell Land Surveying dated July 30,

2012 and recorded in Plat Cabinet H, Slide 90-5 of the Beaufort County Registry. Reference is herein made to said plat for a more complete and accurate description.

2. The City has received an offer to purchase the property described above for the sum of two thousand dollars (\$2,000.00). Said offer is available for public inspection in the office of the City Clerk. The offeror has waived, through Counsel, the contingencies recited in said offer.
3. The City proposes to accept said offer, as amended and subject to the conditions stated herein, unless the City receives a qualifying upset bid.
4. The City Clerk shall cause a notice of such offer, subject to the conditions stated herein, to be published in accordance with North Carolina General Statute § 160A-269.
5. Any person desiring to submit an upset bid shall submit an upset bid within ten (10) days of the date the notice provided for herein is published. Any such upset bid shall raise the offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder of said offer or any subsequent upset bid. Any person making an upset bid and any subsequent upset bid must deposit with the City Clerk a sum equal to five percent (5%) of the upset bid or any subsequent upset bid. If the City receives a qualifying upset bid, the qualifying upset bid will become the new offer.
6. If a qualifying upset bid is received by the City, the City Clerk is directed to readvertise the new offer at the increased upset bid amount and to continue this process until a ten (10) day period passes without the City receiving a subsequent qualifying upset bid.
7. If no qualifying upset bid is received by the City after the initial public notice, the offer set forth above, as amended and subject to the conditions stated herein, is hereby accepted. The appropriate City officials are authorized to execute instruments necessary to convey the property to the Offeror consistent herewith.
8. Any subsequent conveyance of the property described above shall be subject to the following:
  - a. Reservation of the City's right, title and interest, if any, in and to any and all utility improvements or easements upon the above described property.
  - b. The purchaser shall be responsible for payment of any taxes due or coming due against the property.
  - c. Any conveyance shall be by special warranty deed.
9. Notwithstanding anything herein to the contrary, the City, in its discretion and without recourse from any individual or entity making an offer or any subsequent qualifying upset bid, reserves the right to reject any and all offers as well as upset bids and/or to cancel this upset bid process at any time.

Adopted this the 23<sup>rd</sup> day of March, 2015.

**ATTEST:**

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

**s/Jay MacDonald Hodges**  
Mayor

**ADOPT – ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, ARTICLE XX11, WARREN FIELD AIRPORT AND CHAPTER 40, ARTICLE 1X, AIRPORT ZONING**

Mr. Alligood explained that at the February 23, 2015 City Council meeting, Council voted to change the name of the airport from Warren Field to Washington-Warren Airport. At the March 9, 2015 Council meeting, staff was directed to prepare an ordinance to amend the City Code to reflect the recently changed airport name to Washington-Warren Airport.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council adopted an ordinance to amend the City Code, including but not limited to Chapter 2, Administration, Article XXII, Warren Field Airport and Chapter 40, Article IX, Airport Zoning.

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF WASHINGTON  
NORTH CAROLINA**

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

- Section 1.** Amend the Washington City Code, in its entirety but excluding the Charter, by replacing “Warren Field Airport”, “Warren Airport”, any combination of the foregoing or similar words with other words like “Advisory Board” or “Commission”, and any other designation of, or reference to, the airport owned and operated by the City of Washington with “Washington-Warren Airport”, including but not limited to the specific amendments contained hereinbelow.
- Section 2.** Amend Chapter 2, Administration, Article XXII, Warren Field Airport, of the Washington City Code, by replacing “Warren Field Airport” with “Washington-Warren Airport”.
- Section 3.** Amend Chapter 2, Administration, Article XXII, Warren Field Airport, Section 2-586, by replacing “Warren Field Airport Advisory Board” with “Washington-Warren Airport Advisory Board.”
- Section 4.** Amend Chapter 40, Article IX, Airport Zoning, Section 40-227, by replacing “Warren Airport” with “Washington-Warren Airport”.
- Section 5.** Amend Chapter 40, Article IX, Airport Zoning, Section 40-233, by replacing “Warren Field Airport Commission” with “Washington-Warren Airport Advisory Board”.
- Section 6.** This Ordinance shall become effective upon adoption.
- Section 7.** All Ordinances or parts in conflict herewith are repealed.

Adopted this the 23<sup>rd</sup> day of March, 2015.

**ATTEST:**

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

**s/Jay MacDonald Hodges  
Mayor**

**NEW BUSINESS:**  
**ADOPT – RESOLUTION REGARDING A CLEAN WATER STATE REVOLVING FUND PROGRAM (CWSRF)**

City Manager, Brian Alligood explained the request is necessary in order to meet the requirements of the application for a CWSRF loan for sewer rehabilitation work as discussed last month. As noted at that time, these funds can be used for water and wastewater projects, including the possibility of 0% interest rate loans for rehabilitation type projects. At least \$65 million will be available for the March 31, 2015 deadline. Staff feels like we could be successful in applying for work to reduce inflow and infiltration (I/I) in some of our older gravity sewer lines. With your permission, we would like to apply for an amount not to exceed \$2 million worth of work. At 0% interest, this will mean a \$100,000 annual payment over 20 years. Even if we did not qualify for a 0% interest rate loan, the maximum percentage rate should be in the 1.7% range which would mean an annual payment of approximately \$115,000. The areas being considered are more-or-less within four (4) sewer lift station basins that cover a vast majority of the City, including areas from Water Street to Oak Drive and Hackney Avenue to Runyon Creek. The attached map highlights the sections that are being considered for rehab work. Naturally the sections of the system that will receive the work are those in the worst shape and contribute to I/I the most.

Councilmembers commented on the short notice regarding the funding opportunities while others discussed the need to set aside funding for this type of maintenance projects. Mr. Alligood explained that we do set aside money each year for small maintenance projects. Mayor Pro tem Roberson noted there is a need to increase sewer fees to fund projects like this.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council adopted the attached resolution regarding a CWSRF Loan for sewer system rehabilitation work.

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection systems, and

WHEREAS, The City of Washington has need for and intends to construct improvements to the existing wastewater collection system described as Sanitary Sewer System Rehabilitation 2015, and

WHEREAS, The City of Washington intends to request state loan assistance for the project,

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

That City of Washington, the Applicant will arrange financing for all remaining costs of the project, if approved for a State loan award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for

proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Washington to make scheduled repayment of the loan, to withhold from the City of Washington any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Mac Hodges, Mayor, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan to aid in the construction of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

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

Adopted this the 23<sup>rd</sup> day of March, 2015 at Washington, North Carolina.

**ATTEST:**

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

**s/Jay MacDonald Hodges**  
**Mayor**

**CERTIFICATION BY RECORDING OFFICER**

The undersigned qualified and acting City Clerk of the City of Washington does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Washington City Council duly held on the 23<sup>rd</sup> day of March, 2015; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 23<sup>rd</sup> day of March, 2015.

s/Cynthia S. Bennett  
City Clerk

**ANY OTHER ITEMS FROM CITY MANAGER: NONE**

**ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL:  
DISCUSSION: COMMERCIAL TRASH PICKUP**

Mayor Pro tem Roberson asked the City Manager to investigate commercial trash pickup and noted that all businesses that use the dumpsters should be paying. Mr. Alligood explained staff is reviewing this item.

**DISCUSSION: OUTSIDE AGENCY FUNDING**

Mayor Pro tem Roberson noted that he thought each Councilmember should forward to the Manager the amount of funds that each outside agency should receive in the upcoming budget. Mr. Alligood explained that at the last Council meeting, Council voted to “plug in” the amount each agency was funded last year into the upcoming budget, then during the budget workshops, Councilmembers would be able to increase or decrease the funding amount at that time.

Councilman Brooks felt that we need to determine the amount of funds that we have and what we need to do for our city residents before we start funding outside agencies. We need to take care of our house first, then work on outside agencies.

**CLOSED SESSION: NONE**

**ADJOURN:**

By motion of Councilman Pitt, seconded by Councilman Beeman, Council adjourned the meeting at 6:30pm until Monday, March April 13, 2015 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:** Mike Whaley, Purchasing Agent  
**Date:** March 25, 2015  
**Subject:** Declare Surplus/Authorize Electronic Auction of Vehicle through GovDeals  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that City Council declare surplus and authorize the sale of the following vehicle through electronic auction using GovDeals.

**BACKGROUND AND FINDINGS:**

The purpose of the council Action is to declare surplus the following vehicle and authorize the sale of this vehicle through electronic auction using GovDeals.

<u>Vehicle #</u>	<u>Make/Model</u>	<u>Department</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
613	2005 Chevrolet Silverado	Electric	1GCEC19V25Z227503	135,752

**PREVIOUS LEGISLATIVE ACTION:**

**FISCAL IMPACT:**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  
 No Fiscal Impact

**SUPPORTING DOCUMENTS:**



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director/C.F.O.  
**Date:** April 13, 2015  
**Subject:** Approve Audit Contract for fiscal year 2014-2015  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

### RECOMMENDATION:

I move that City Council approve the audit contract for fiscal year 2014-2015 to Martin Starnes and Associates, CPA, PA located in Hickory, NC at a cost of \$34,000 and authorize the Mayor to execute.

### BACKGROUND AND FINDINGS:

In 2011 the Finance Department went out to bid for an independent auditor to perform the fiscal year 2010-2011 audit and Martin Starnes was awarded the bid. The Request for Proposal stated that the City intended to continue the relationship with the auditor for 5 years on the basis of annual negotiation after the completion of the first year's audit. The contract is consistent with the bid submitted and we are recommending that Council award the audit contract for fiscal year 2014-2015 to Martin Starnes, & Associates, CPA, PA in the amount of \$34,000.

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

\_\_\_ Currently Budgeted \_\_\_ Requires additional appropriation \_\_\_ X No Fiscal Impact in FY 14/15 budget; will be paid out of FY 15/16 budget.

### SUPPORTING DOCUMENTS

Audit Contract  
Bid Tab

City Manager Review: Concur \_\_\_ Recommend Denial \_\_\_ No Recommendation  
4/18/15 Date

CONTRACT TO AUDIT ACCOUNTS

Of City of Washington, NC  
Governmental Unit and Discretely Presented Component Unit (DPCU) if applicable

On this 19th day of March, 2015

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address: \_\_\_\_\_  
730 13th Avenue Drive SE, Hickory, NC 28602 Hereinafter referred to as The Auditor

and City Council (Governing Board (s)) of \_\_\_\_\_

City of Washington, NC : hereinafter referred to as the Governmental Unit (s), agree as follows:  
Governmental Unit (s)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2014, and ending June 30, 2015. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCU's, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2015. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the LGC for approval.

7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent to: [lgc.invoice@nctreasurer.com](mailto:lgc.invoice@nctreasurer.com). Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

**Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]**

**Audit \$28,700**

**Preparation of the annual financial statements \$5,300**

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. **The 75% cap for interim invoice approval for this audit contract is \$ 25,500** \*\* NA if no interim billing

10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.
11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed prior to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements are used in the preparation of official statements for debt offerings (the Auditors' opinion is not included) by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the

Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless, another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and Invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the LGC for approval. The portal address to upload your amended contract and letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.
17. Special provisions should be limited. Please list any special provisions in an attachment. See attached engagement letter.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of April, 2014. These instructions are subject to change. Please check the NC Treasurer's web site at [www.nctreasurer.com](http://www.nctreasurer.com) for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. Municipal & County Contracts: The Auditor acknowledges that any private employer transacting business in this State who employs 25 or more employees in this State must, when hiring an employee to work in the United States, use E Verify to verify the work authorization of the employee in accordance with N.C.G.S. §64 26(a). The Auditor acknowledges further that any such private employer and its subcontractors must comply with all of the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (North Carolina's E-verify law), and that such private employer has a duty under the law to ensure compliance by its subcontractors. The Auditor further acknowledges that this contract is of the type governed by S.L. 2013-418, which makes it unlawful for a local government to enter into certain types of contracts unless the contractor and its subcontractors comply with North Carolina's E-verify law, and that failure to comply with such law could render this contract void. The Auditor hereby covenants, warrants and represents for itself and its subcontractors that with respect to this contract the Auditor and its subcontractors shall comply with the provisions of North Carolina's E-verify law and that failure to comply with such law shall be deemed a breach of this contract and may render this contract void.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

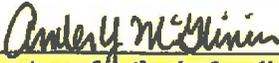
Contract to Audit Accounts (cont.) City of Washington, NC  
Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

**Audit Firm Signature:**

Martin Starnes & Associates, CPAs, P.A.  
Name of Audit Firm

By Amber Y. McGhinnis, Audit Manager  
Authorized Audit firm representative name: Type or print

  
Signature of authorized audit firm representative

amcghinnis@martinstarnes.com  
Email Address of Audit Firm:

Date March 19, 2015

**Governmental Unit Signatures:**

By Mac Hodges, Mayor  
Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date \_\_\_\_\_

By N/A  
DPCU Chairperson: Type or print name and title

N/A  
Signature of Chairperson of DPCU if applicable

Date N/A

**Unit Signatures (continued):**

By N/A  
Chair of Audit Committee - Type or print name

N/A \*\*  
Signature of Audit Committee Chairperson

Date N/A  
\*\* If Governmental Unit has no audit committee, this section should be marked "N/A."

**PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)**  
This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Matt Rauschenbach, Chief Financial Officer  
Governmental Unit Finance Officer: Type or print name

Finance Officer Signature

mrauschenbach@washingtontnc.gov  
Email Address of Finance Officer

Date \_\_\_\_\_  
(Pre-audit Certificate must be dated.)

**Date Governing Body Approved Audit Contract - G.S. 159-34(a)**

Board Approval Date - Primary Government

N/A

Board Approval Date - DPCU



## SYSTEM REVIEW REPORT

May 22, 2012

Martin, Starnes & Associates, CPAs, PA and the  
Peer Review Committee, North Carolina Association  
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin, Starnes & Associates, CPAs, PA (the firm) in effect for the year ended December 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin, Starnes & Associates, CPAs, PA, in effect for the year ended December 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin, Starnes & Associates, CPAs, PA has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

**Raleigh**  
4060 Barrett Drive  
Post Office Box 17806  
Raleigh, North Carolina 27619

919 782 3265  
919 783 8937 FAX

**Durham**  
3511 Shannon Road  
Suite 100  
Durham, North Carolina 27707

919 354 2584  
919 488 6188 FAX

**Pittsboro**  
10 Sanford Road  
Post Office Box 1399  
Pittsboro, North Carolina 27312

919 542 6000  
919 542 5784 FAX

City of Washington  
 FY 10/11 Audit Proposals  
 April 1, 2011

<u>Audit Firm</u>	<u>FY 10/11 Contract Price</u>	<u>FY 11/12 Est. Cost</u>	<u>FY 12/13 Est. Cost</u>	<u>FY 13/14 Est. Cost</u>	<u>FY 14/15 Est. Cost</u>
Martin Starnes & Associates, CPA, PA	\$ 32,000	\$ 33,000	\$ 33,000	\$ 34,000	\$ 34,000
Pittard, Perry, & Crone, Inc.	\$ 36,500	\$ 37,500	\$ 38,600	\$ 39,750	\$ 41,000
McGladrey, Inc.	\$ 35,600	\$ 37,250	\$ 37,500	\$ 37,750	\$ 38,000
Petway, Mills, & Pearson, PA	*	*	*	*	*
Thompson, Price, Scott, Adams & Co., PA	*	*	*	*	*

\* The cost section of the bid proposal was not opened.



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director/C.F.O.  
**Date:** April 13, 2015  
**Subject:** Execute Workers Compensation Administration Agreement  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

### RECOMMENDATION:

I move that City Council authorize the City Manager to enter into an agreement with Compensation Claims Solutions to administer the City’s worker’s compensation claims.

### BACKGROUND AND FINDINGS:

The City’s second three year agreement expires June 30<sup>th</sup>, 2015. The new agreement is \$20,500/year and reflects an increase of \$500 over the \$20,000 fee that has remained unchanged for the previous six years. Staff is satisfied with the service provided by Compensation Claims Solutions and recommends the execution of the agreement.

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

Currently Budgeted  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Agreement

---

City Manager Review: SLK Concur  Recommend Denial  No Recommendation  
4/13/15 Date



## SERVICE AGREEMENT FOR ADMINISTRATION OF WORKERS' COMPENSATION CLAIMS

This agreement (the "Agreement") is made and entered into this the 1st day of July, 2015 by and between Compensation Claims Solutions, ("C.C.S.") a corporation organized and existing pursuant to the laws of the State of North Carolina and City of Washington.

### WITNESSETH

Whereas, pursuant to the North Carolina Workers Compensation Act, Chapter 97 of the North Carolina General Statutes, as amended (the "Act"), Self- Insurer is exempt from carrying workers compensation insurance coverage for its employees (the "Employees") due to its program of self-insurance for workers compensation claims; and

Whereas, C.C.S. is in the business of providing administrative and other services to entities which operate self-insurance programs for workers compensation claims.

Now, therefore, in consideration of the foregoing and the mutual terms, covenants and conditions set forth herein, the parties hereto agree as follows:

### Section 1 Reported Claims/Fees

- 1.1 **Reporting.** Self-Insurer shall promptly report to C.C.S. each workers compensation claim of an Employee which Self-Insured desires C.C.S. to administer.
- 1.2 **Fees to C.C.S.** Self-Insurer shall pay to C.C.S. fees (the "Fees") for services performed by C.C.S. pursuant to this Agreement in accordance with the following:
  - a. All claim functions will be handled for a flat annual fee of \$20,500.00 for each of the fiscal years, 07/01/15-06/30/16, 07/01/16-06/30/17 and 07/01/17-06/30/18.
  - b. **Billing.** C.C.S. shall deliver invoices to the Self-Insurer on a Quarterly basis requesting payment of Fees earned pursuant to this Agreement.

**Section 2**  
**Administration of Reported Claims**

**2.1 Claims Administration.** C.C.S. shall timely review all claims and loss reports made by the Self-Insurer to C.C.S. and process each Reported Claim in accordance with the Act, all rules and regulations promulgated pursuant to the Act, and all other applicable laws.

**2.2 Investigation.** C.C.S. shall conduct an investigation of a Reported Claim to the extent C.C.S. reasonably deems necessary in performance of its obligations. Such investigations may include the retaining of independent investigators, medical, or other experts to the extent reasonably deemed necessary by C.C.S., provided, however, that any and all cost and expenses incurred by C.C.S. shall be governed by the following:

Self-Insurer shall reimburse C.C.S. for the full amount of each "Authorized Expenditure". For the purpose of this Agreement, an "Authorized Expenditure" is any cost or expense incurred by C.C.S. pursuant to Section 2.2 hereof, subsequent to Self-Insurer's expressed or written consent.

**2.3 Reserves.** C.C.S. shall establish and maintain estimated reserve amounts for each Reported Claim.

**2.4 Payment of Reported Claims.** C.C.S. will pay all Reported Claims via use of a Checking Account System. Checking Account documents will be forwarded to the Self-Insurer the Check data will contain sufficient information so as to identify the Claim Number, Employee, Check Number, Payee, Amount Paid, Original Invoice Amount and applicable discounts.

**2.5 Discretionary Settlement Authority Limit.** Notwithstanding any provision to the contrary, without prior written or expressed consent of the Self-Insurer C.C.S. shall not make any settlement in connection with a Reported Claim in excess of Ten Thousand Dollars (\$10,000.00). This Discretionary Limit does not apply to the payment of Permanent Partial Disability Awards.

**2.6 Reports to Self-Insurer.** Within ten (10) business days after the end of each calendar month during the term of this Agreement, C.C.S. shall deliver to Self-Insurer statistical information which shall include, but shall not necessarily be limited to, the following:

- a. The exact nature of the reporting will be determined from a meeting with the Self-Insurer, prior to inception of the Agreement.

**2.7 Notice to Self-Insurer.** C.C.S. shall immediately notify Self-Insurer of each Reported claim which does or may involve Self-Insurer's reinsurance carrier. C.C.S. will report said claim to the reinsurance carrier.

**2.8 Rehabilitation.** C.C.S. shall immediately notify Self-Insurer in the event that any Employee has been referred to rehabilitation or retraining. C.C.S. shall assist Self-Insurer in arranging for rehabilitation or retraining of Employees in appropriate cases, with any expenses associated with such rehabilitation or retraining to be borne solely by the Self-Insurer.

**2.9 Subrogation.** C.C.S. will pursue, on behalf of the Self-Insurer, recovery of expended funds which were caused to be paid by the negligence of a responsible third party.

**2.10 Records.** C.C.S. shall create a file for each Reported Claim and shall maintain such file until final resolution and for an additional five (5) years thereafter.

**2.11 Inspection.** During the term of this Agreement, upon reasonable prior notice by Self-Insurer, and during C.C.S. normal business hours, C.C.S. shall provide Self-Insurer or its designated representative access to, and the opportunity to copy, all files pertaining to any Reported Claim and any and all other documents and information within the possession or control of C.C.S. pertaining to any Reported Claim(s), this Agreement, or matters contemplated thereby.

### **Section 3**

#### **Indemnification; Defense of C.C.S.**

**3.1 Indemnification of C.C.S.** Self-Insurer agrees to indemnify and defend C.C.S. for acts taken by C.C.S. at the express instruction of the Self-Insurer which cause C.C.S. to become liable to any third party.

**3.2 Indemnification of Self-Insurer.** C.C.S. agrees to indemnify and defend Self-Insurer for acts taken by C.C.S. which cause Self-Insurer to become liable to a third party.

**3.3 Assumption of Defense of C.C.S.** Self-Insurer agrees to assume the defense of C.C.S. and/or its employees in any legal action filed in a court of competent jurisdiction against C.C.S. and/or its employees which seeks an award of damages pursuant to a Reported Claim and which does not allege any error, omission, tort, intentional tort, negligence or other breach of duty on part of C.C.S. and/or its employees, agents or representatives.

**Section 4**  
**Term and Early Termination**

4.1 **Term.** The term of this Agreement (the "Term") shall be for a period of three (3) years commencing on the date first above written. The Term of this Agreement may be negotiated for renewal for additional one-year periods thereafter. The pricing component of the Agreement is firm for a period of three (3) year.

4.2 **Early Termination.** This Agreement may be terminated by either party for any reason or for no reason upon ninety (90) days written notice. Ninety (90) day notice to City of Washington of material change in coverage.

4.3 **Pending Reported Claims.** If, upon the expiration or earlier termination of this Agreement, there are Reported Claims which have not reached a final resolution, at the option of the Self-Insurer, C.C.S. shall continue to perform its obligations under this agreement until each such Reported Claim has reached a final resolution, provided that Self-Insurer also performs its obligations pursuant to this Agreement during such time.

4.4 **Return of Files.** Upon the expiration or earlier termination of this Agreement, C.C.S. shall deliver to Self-Insurer all files created or maintained by C.C.S. pertaining to this Agreement, including all originals, copies and summaries.

**Section 5**  
**Notices**

All notices given or required to be given pursuant to this Agreement shall be delivered via first-class mail as follows:

If to C.C.S.:

Compensation Claims Solutions  
1287 Old Charlotte Road  
Concord, NC 28027  
Attention: Doug R. Doreen

If to City of Washington:

City of Washington  
102 East Second Street  
P.O. Box 1968  
Washington, North Carolina 27889  
Attention: Bill Lurvey

Section 6  
Miscellaneous

6.1 **Unauthorized Practice of Law.** The parties acknowledge that C.C.S. shall not perform, and Self-Insurer shall not request to perform, any act or service in connection with this Agreement which does or may constitute the unauthorized practice of law.

6.2 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be invalidated, void or voidable.

6.3 **Entire Agreement.** This Agreement, and any appendices and exhibits hereto which are incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by each party to the Agreement.

In Witness, the parties hereof have executed this Agreement as of the date first above written.

COMPENSATION CLAIMS SOLUTIONS

By: 

CITY OF WASHINGTON

By: \_\_\_\_\_

IN WITNESS WHEREOF, after due authority given, the CITY OF WASHINGTON has caused this Agreement to be signed in its name by its Manager, and attested by its Clerk, and Compensation Claims Solutions has caused this Agreement to be signed in its name by

Douglas P. Noreen, its C.O.O.

**PRE-AUDIT CERTIFICATE**

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

\_\_\_\_\_  
Matt Rauschenbach, Chief Financial Officer  
City of Washington

(CORPORATE SEAL)

CITY OF WASHINGTON

ATTEST:

By:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk

\_\_\_\_\_, City Manager  
City of Washington

DATE: \_\_\_\_\_

Douglas P. Noreen  
C.O.O., Acct. Manager

Compensation Claims Solutions

DATE: March 31, 2015



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** John Rodman, Community & Cultural Services  
**Date:** April 6, 2015  
**Subject:** Adopt resolution directing City Clerk to investigate a petition for a contiguous annexation request from Granville Lilley

**Applicant Presentation:** D. Granville Lilley  
**Staff Presentation:** John Rodman, Community & Cultural Services

### RECOMMENDATION:

I move that the City Council adopt the resolution directing the City Clerk to investigate a petition for a contiguous annexation requested by D. Granville Lilley received under NC General Statutes 160A-31.

### BACKGROUND AND FINDINGS:

When an annexation petition is received, the City Council must direct the Clerk to investigate the sufficiency of the petition. Upon making an investigation, the Clerk shall certify the results to the governing body. Upon receipt of the Clerk's certificate, the City Council shall fix a date for a public hearing on the annexation. Notice of the public hearing must be published once in the newspaper at least ten (10) days before the date of the hearing.

### PREVIOUS LEGISLATIVE ACTION

Planning Board meeting – March 24, 2015

### FISCAL IMPACT

Currently Budgeted (Account \_\_\_\_\_) \_\_\_\_\_ requires additional appropriation  
 No Fiscal Impact

### SUPPORTING DOCUMENTS

Annexation Petition	Resolution
Map of the subject property	

**City Manager Review:** But Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
4/10/15 Date

**PETITION REQUESTING A CONTIGUOUS ANNEXATION**

Date: 2/16/15

To the City Council of the City of Washington:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Washington.

2. The area to be annexed is contiguous to the City of Washington and the boundaries of such territory are as follows:

*SEE ATTACHED MAP AND DESCRIPTION*

(Insert Metes and Bounds Description of Boundaries)

3. A Map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City.

4. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

<u>Name</u>	<u>Address</u>	<u>Do you declare vested rights?</u> (Indicate yes or no.)	<u>Signature</u>
1. D. Granville Lilley	214 Whispering Pines Road WASHINGTON, N.C. 27889	No	<i>D. Granville Lilley</i>
2.			
3.			

Hood Richardson, PA C-576  
Engineers - Surveyors - Geologists  
110 West Second Street  
Washington, North Carolina 27889  
(252) 975-3472  
February 15, 2015

PROPOSED REZONING AND ANNEXATION

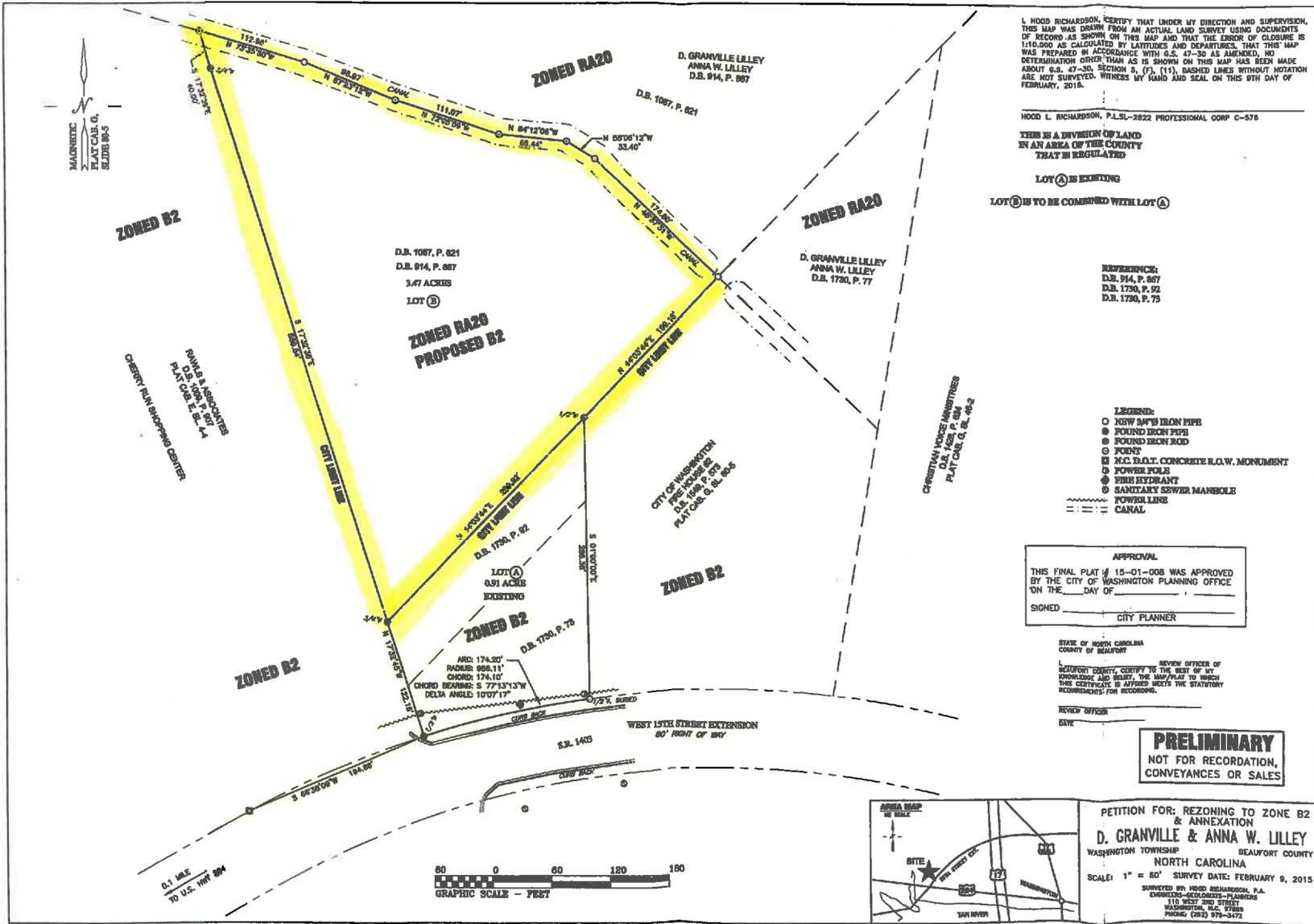
PROPERTY OWNER: D. GRANVILLE LILLEY

BEGINNING at an iron pipe in the eastern boundary line of the Cherry Run Shopping Center of record in Deed Book 1009 page 907 Beaufort County Register of Deeds, the said iron pipe is North 17 degrees 32 minutes 45 seconds West along the eastern boundary line of the said Cherry Run Shopping Center from an iron pipe in concrete in the northerly right of way line of the 15<sup>th</sup> Street Extension; thence North 44 degrees 03 minutes 44 seconds East 289.92 feet along the northerly line of another parcel belonging to D. Granville Lilley of record in Deed Book 1730 page 92 to and iron rod; thence along the City of Washington Fire House Number 2 line of record in Deed Book 1549 page 573 North 44 degrees 03 minutes 44 seconds East 199.18 feet to an iron pipe over a culvert, a corner to the said City of Washington parcel; thence the following six calls with a ditch, North 46 degrees 37 minutes 31 seconds West 174.80 feet, North 58 degrees 06 minutes 12 seconds West 33.40 feet, North 84 degrees 12 minutes 06 seconds West 69.44 feet, North 72 degrees 05 minutes 59 seconds West 111.07 feet, North 67 degrees 23 minutes 12 seconds West 98.97 feet, and North 73 degrees 35 minutes 50 seconds West 112.96 feet to a point in the canal; thence the following two calls with the said easternly line of the Cherry Run Shopping Center, South 17 degrees 32 minutes 39 seconds East to an iron pipe and South 17 degrees 32 minutes 38 seconds East 589.54 feet to the BEGINNING: being a part of that land described in Deed Book 1067 page 621 containing 3.47 acres and being Lot B on a survey dated February 9, 2015 titled "Petition for Rezoning to Zone B2 and Annexation for D. Granville and Anna W. Lilley" by Hood L. Richardson, PLS.

  
Hood L. Richardson, PLS



Disc s



**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE  
A PETITION RECEIVED UNDER G.S. 160A-31**

WHEREAS, a petition requesting annexation of an area described in said petition was received on February 16, 2015 by the Washington City Council; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Washington deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington that:

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of her investigation.

---

Jay MacDonald Hodges, Mayor

ATTEST:

---

Cynthia S. Bennett, Clerk



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** John Rodman, Community & Cultural Services  
**Date:** April 6, 2015  
**Subject:** Adopt resolution to consider a zoning change consisting of 3.47 acres of vacant property located on West 15<sup>th</sup> Street.  
**Applicant Presentation:** D. Granville Lilley  
**Staff Presentation:** John Rodman, Community & Cultural Services

**RECOMMENDATION:**

I move that the City Council accept the recommendation of the Planning Board and adopt the resolution to approve the rezoning of the property located on West 15th Street, owned by Mr. Granville Lilley and containing 3.47 acres, from RA-20 (Residential Agricultural) to B-2 (General Business).

**BACKGROUND AND FINDINGS:**

A request has been made by Mr. D. Granville Lilley to rezone 3.47 acres of property located on West 15<sup>th</sup> Street adjacent to Washington Fire Station #2. The property is currently zoned RA-20 (Residential Agricultural) and the request is to rezone the property to B-2 (General Business). The Planning Board determined that the rezoning was consistent with the Comprehensive Plan and any plans that the City may have for that area. The Planning Board voted unanimously to recommend to City Council to approve the rezoning.

**PREVIOUS LEGISLATIVE ACTION**

Planning Board meeting – March 24, 2015

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_) \_\_\_\_\_ requires additional appropriation  
 No Fiscal Impact

**SUPPORTING DOCUMENTS**

Application for the rezoning	Planning Board report	Resolution
Map of the subject property	Permitted Uses	

City Manager Review: Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
4/8/15 \_\_\_\_\_ Date



## **Planning and Development**

### **Rezoning Request West 15th Street**

<b>Applicant:</b>	D. Granville Lilley City of Washington
<b>Property Address:</b>	Vacant Property – West 15th Street
<b>Acreage:</b>	3.47 Acres
<b>Parcel Information:</b>	5676-27-5637 Deed Book 1067, Page 621
<b>Existing Zoning:</b>	RA-20 (Residential Agricultural)
<b>Proposed Zoning:</b>	B-2 (General Business)

Petitioner's rezoning application, property map, zoning map and supporting documents are attached.

### **Planning Board recommendation and action requested:**

Planning Board recommended that City Council approve the request for rezoning after staff presentation, applicant presentation and Board Discussion. Recommendation for approval was unanimous.

City of Washington  
Department of Planning and Development  
Rezoning Request Application

Page 1: Ownership, Property and Zoning Request Information

Date: 2/16/15

Fee: \$125

**OWNERSHIP INFORMATION**

Applicant Name: D. Granville Lilley

Address: 214 Whispering Pines Road, Washington, N.C. 27889

Phone No.: 946-4751

Applicant's Legal Interest in the Property:

Owner: D. Granville Lilley et al

Address: 214 Whispering Pines Road, Washington, N.C. 27889

Phone No.: 946-4751

Date Property Acquired: 7/31/89

Deed Reference: 914/867

**PROPERTY INFORMATION**

Tax Map: 5676.10

Parcel Number: 5676-27-5637

Area (square feet or acres): 3.47 Acres

Current Land Use: Agriculture

Location of Property: Between Cherry Run Shopping Center  
and Fire Station #2

**ZONING REQUEST INFORMATION**

Existing Zone: A-20

Requested Zone: B-2

Reason for zoning change and a statement regarding the changing conditions, in the area and in the City, that makes the proposed amendment reasonably necessary to the promotion of the public health, safety and general welfare.

Surrounded on 3 sides by Zone B-2

Continue to Page 2 of the Rezoning Request Application

**City of Washington**  
**Department of Planning and Development**  
**Rezoning Request Application**  
**Page 2: Property Owners Within 100 Feet**

List the adjoining property owners within 100 feet of the property in question. (Note: Where the property is bound by a street, alley, stream, or similar boundary, the land owner across such a boundary shall also be considered an adjoining land owner.)

TO FIND LISTINGS OF ADJOINING PROPERTY OWNERS, FOLLOW THESE STEPS:

1. Locate the subject property on the map in the City Planning Office and write down the entire parcel number. Be sure to write down the map number, section number, and individual parcel number, in that order (example: 5675-06-3291).
2. Go to the Beaufort County Land Records Office at 220 N. Market Street, show the attendant the parcel number, and ask the attendant to run off a map of the property that shows the adjacent property for at least 100 feet on all sides. The attendant can look up the owners names, parcel numbers, and addresses for the lots within 100 feet of the subject property, or show you how to find the information on the land records computer.  
 Note: In the Beaufort County records, the parcel number is called the "alternate parcel number".
3. Write down the name(s) of the owners of each of the adjacent lots within 100 feet, the parcel number of the lot, and the owner's entire address below. If no address is listed, make a note to that effect.

PLEASE NOTE: ACCURACY IS VERY IMPORTANT BECAUSE IF SOMEONE WITHIN 100 FEET OF THE PROPERTY IN QUESTION FAILS TO GET NOTIFIED, THE REQUEST MAY BE VOIDED EVEN IF THE BOARD VOTES IN YOUR FAVOR.

NAME	PARCEL NUMBER	ADDRESS
1. See Attached		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(USE ADDITIONAL SHEET(S) IF NECESSARY)

Continue to Page 3 of the Rezoning Request Application

City of Washington  
Department of Planning and Development  
Rezoning Request Application  
Page 3: Legal Description and Owner/Agent Statement

**LEGAL DESCRIPTION** (Metes and Bounds Description):

To Wit: *see Attached.*

Location:

*At 15th Street Extension between Cherry Run Shopping Center and Fire Station #2.*

**OWNER/AGENT STATEMENT**

I, \_\_\_\_\_, being the Owner or Agent acting on behalf of the owner request that the attached rezoning request of \_\_\_\_\_ be placed on the agenda of the Planning Board meeting scheduled for \_\_\_\_/\_\_\_\_/\_\_\_\_.

I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief. I authorize the City of Washington to place a sign on the property in question for the purpose of alerting the general public of my request, no less than seven (7) days prior to the meeting.

I understand that failure to address any item in these requirements may result in the rezoning not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

Signature:

*[Handwritten Signature]*

Date:

*2-16-15*

**NOTE:**

Agents acting on behalf of property owners must submit a notarized letter from the property owner which gives them authority to act on their behalf.

# Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Beaufort

I certify that D. Gravelle Lilly personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Rezoning Request Application.  
Name or description of attached document

I further certify that (select one of the following identification options):

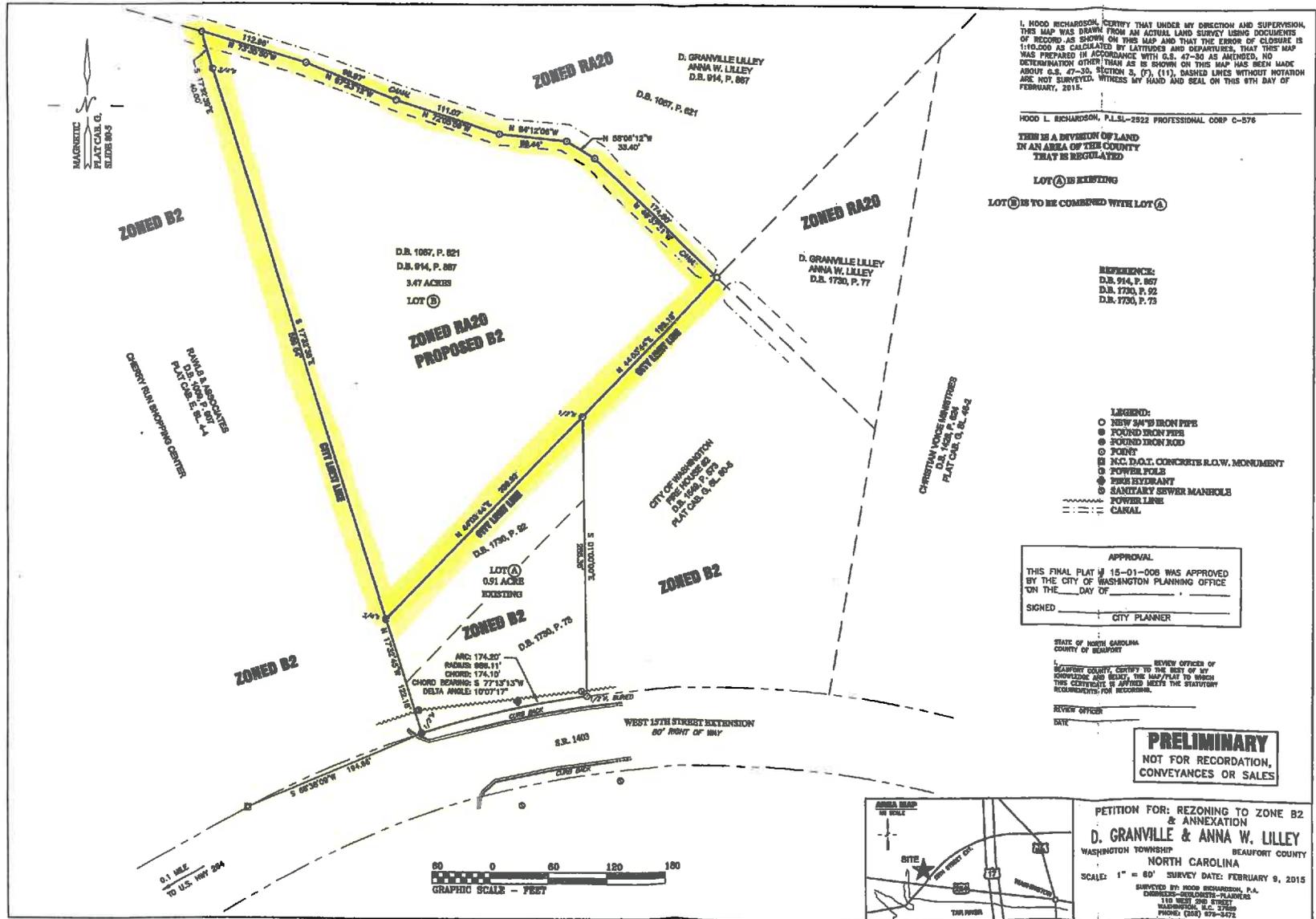
- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_  
type of identification
- A credible witness, \_\_\_\_\_, has sworn or affirmed to me the  
name of credible witness  
identity of the principal, and that he or she is not a named party to the foregoing document, and has no interest in the transaction.

Date: 02-16-2015



Wesley K. Jones  
Notary Public  
Wesley K. Jones  
Typed or Printed Notary Name

My commission expires: 05-27-2017



I, HOOD RICHARDSON, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL LAND SURVEY USING DOCUMENTS OF RECORD AS SHOWN ON THIS MAP AND THAT THE ERROR OF CLOSURE IS 1:10,000 AS CALCULATED BY LATITUDES AND DEPARTURES. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. NO DETERMINATION OTHER THAN AS IS SHOWN ON THIS MAP HAS BEEN MADE ABOUT G.S. 47-30, SECTION 5, (7), (11). DASHED LINES WITHOUT NOTATION ARE NOT SURVEYED. WITNESS MY HAND AND SEAL ON THIS 9TH DAY OF FEBRUARY, 2015.

HOOD L. RICHARDSON, P.L.L.-2522 PROFESSIONAL CORP C-576

THIS IS A DIVISION OF LAND IN AN AREA OF THE COUNTY THAT IS REGULATED

LOT (A) IS EXISTING  
 LOT (B) IS TO BE COMBINED WITH LOT (A)

REFERENCE:  
 D.B. 914, P. 867  
 D.B. 1730, P. 52  
 D.B. 1730, P. 73

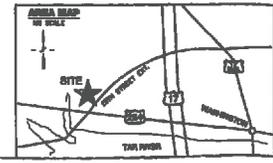
- LEGEND:
- NEW 3/4" IRON PIPE
  - FOUND IRON PIPE
  - ⊙ FOUND IRON ROD
  - ⊙ POINT
  - ⊠ M.C. D.O.T. CONCRETE S.L.O.W. MONUMENT
  - ⊙ POWER POLE
  - ⊙ TREE EXISTENT
  - ⊙ SANITARY SEWER MANHOLE
  - POWER LINE
  - - - - - CARRIAL

APPROVAL  
 THIS FINAL PLAT # 15-01-008 WAS APPROVED BY THE CITY OF WASHINGTON PLANNING OFFICE ON THE \_\_\_ DAY OF \_\_\_\_  
 SIGNED \_\_\_\_\_ CITY PLANNER

STATE OF NORTH CAROLINA  
 COUNTY OF BEAUFORT  
 I, \_\_\_\_\_ REVIEW OFFICER OF BEAUFORT COUNTY, CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE MAP PLAT TO WHICH THIS CERTIFICATE IS AFFIXED MEETS THE STATUTORY REQUIREMENTS FOR RECORDING.  
 REVIEW OFFICER  
 DATE \_\_\_\_\_

**PRELIMINARY**  
 NOT FOR RECORDATION,  
 CONVEYANCES OR SALES

PETITION FOR: REZONING TO ZONE B2 & ANNEXATION  
**D. GRANVILLE LILLEY & ANNA W. LILLEY**  
 WASHINGTON TOWNSHIP BEAUFORT COUNTY  
 NORTH CAROLINA  
 SCALE: 1" = 60' SURVEY DATE: FEBRUARY 9, 2015  
 SURVEYED BY: HOOD RICHARDSON, P.A.  
 CHARTERED SURVEYOR-PLANNERS  
 110 WEST 2ND STREET  
 WASHINGTON, N.C. 27888  
 PHONE (252) 872-8472



0.1 MILE  
 TO U.S. HWY 264

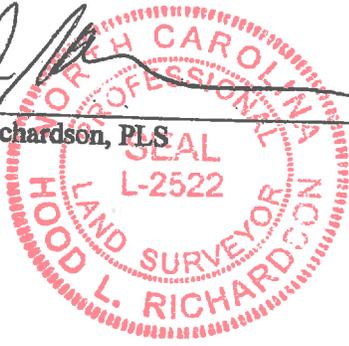
Hood Richardson, PA C-576  
Engineers - Surveyors - Geologists  
110 West Second Street  
Washington, North Carolina 27889  
(252) 975-3472  
February 15, 2015

PROPOSED REZONING AND ANNEXATION

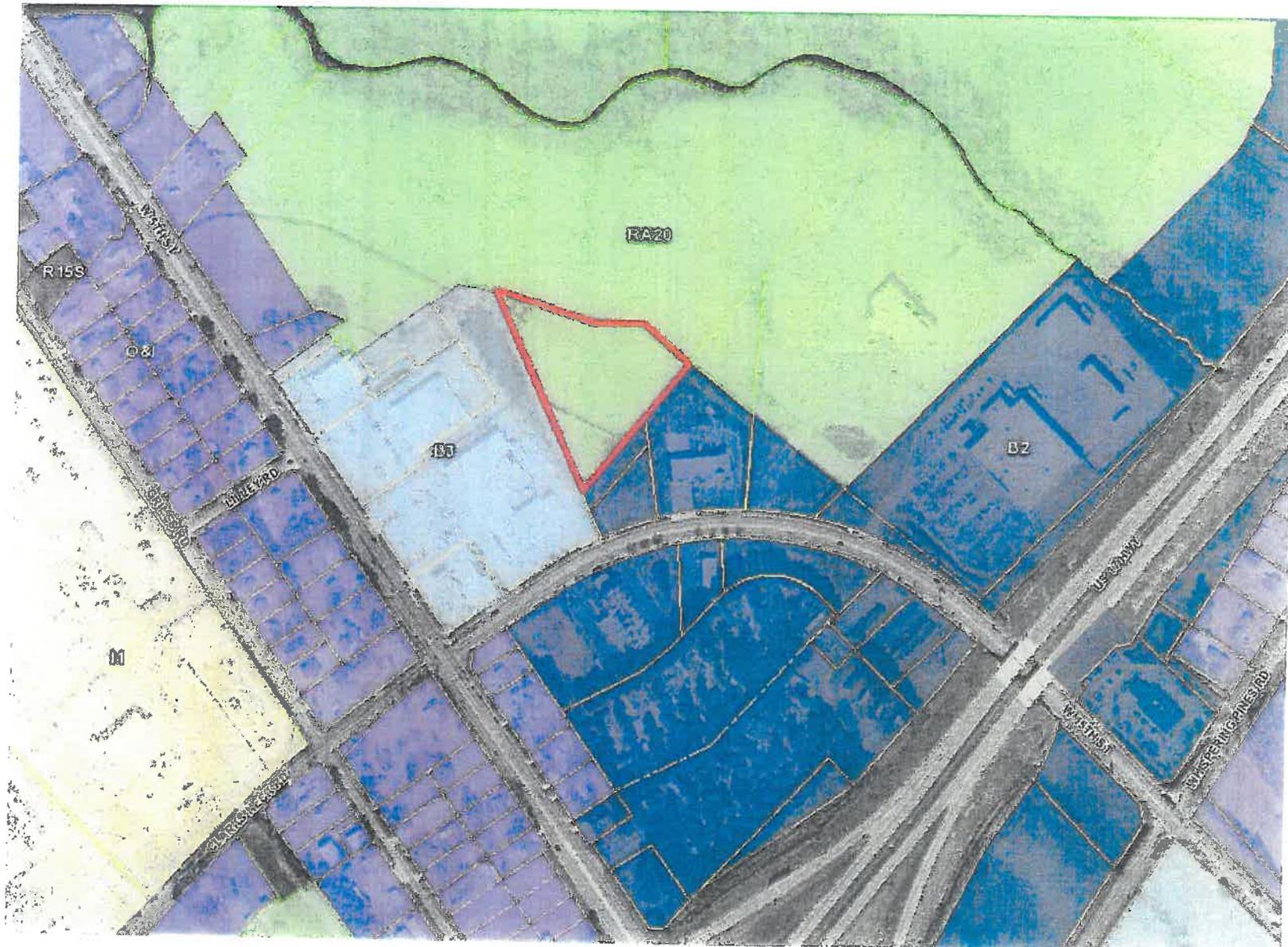
PROPERTY OWNER: D. GRANVILLE LILLEY

BEGINNING at an iron pipe in the eastern boundary line of the Cherry Run Shopping Center of record in Deed Book 1009 page 907 Beaufort County Register of Deeds, the said iron pipe is North 17 degrees 32 minutes 45 seconds West along the eastern boundary line of the said Cherry Run Shopping Center from an iron pipe in concrete in the northerly right of way line of the 15<sup>th</sup> Street Extension; thence North 44 degrees 03 minutes 44 seconds East 289.92 feet along the northerly line of another parcel belonging to D. Granville Lilley of record in Deed Book 1730 page 92 to and iron rod; thence along the City of Washington Fire House Number 2 line of record in Deed Book 1549 page 573 North 44 degrees 03 minutes 44 seconds East 199.18 feet to an iron pipe over a culvert, a corner to the said City of Washington parcel; thence the following six calls with a ditch, North 46 degrees 37 minutes 31 seconds West 174.80 feet, North 58 degrees 06 minutes 12 seconds West 33.40 feet, North 84 degrees 12 minutes 06 seconds West 69.44 feet, North 72 degrees 05 minutes 59 seconds West 111.07 feet, North 67 degrees 23 minutes 12 seconds West 98.97 feet, and North 73 degrees 35 minutes 50 seconds West 112.96 feet to a point in the canal; thence the following two calls with the said easternly line of the Cherry Run Shopping Center, South 17 degrees 32 minutes 39 seconds East to an iron pipe and South 17 degrees 32 minutes 38 seconds East 589.54 feet to the BEGINNING: being a part of that land described in Deed Book 1067 page 621 containing 3.47 acres and being Lot B on a survey dated February 9, 2015 titled "Petition for Rezoning to Zone B2 and Annexation for D. Granville and Anna W. Lilley" by Hood L. Richardson, PLS.

  
Hood L. Richardson, PLS



Disc s



## Zoning Map

### Rezoning Request – W. 15<sup>th</sup> Street, D. Granville Lilley

# Rezoning – Rea Ventures



## City of Washington Comprehensive Plan

### Future Land Use



Parcel for Rezoning



B2 GENERAL BUSINESS DISTRICT (Overlay)

<b>B2 - Overlay</b>		
<b>Permitted Uses</b>	<b>Developmental Standards</b>	<b>Special Use Permits</b>
ABC Stores	Athletic Fields	<i>Car Washes</i>
Accessory Uses and Structures	Churches	Care Taker Dwellings
Account, Audit or Bookkeeping	Elementary or Secondary Schools	Clubs or Lodges
Ad Agencies or Representatives	Government Offices	<i>Day Care Centers, Adult (5 or &lt;)</i>
Admin or Management Services	Libraries	<i>Day Care Centers, Adult (6 or &gt;)</i>
Ambulance Services	Public Parks	<i>Day Care Centers, Child (5 or &lt;)</i>
Antique Stores	Public Recreation Facilities	<i>Day Care Centers, Child (6 or &gt;)</i>
Apparel, Piecegoods & Notions	Swimming Pools	<i>Farmers Market</i>
Appliance Stores	Temporary Events	Stitching & Embroidery Shops
Arts and Crafts		Warehouses (self storage)
Auditor, Coliseums, or Stadiums		
Auto Park Lots, Grade Level		
Auto Rental or Leasing		
Auto Repair Services, Minor		
Auto Services (spray on bodies)		
Auto Supply Sales		
Bakeries		
Banks, Savings or Credit Unions		
Barber Shops		
Batting Cages		
Beauty Shops		
Bldg Supply Sales(no stor yard)		
New Boat Sales		
Books, Period, & Newspapers		
Bookstores		
Building Maintenance Services		
Cake Decorating Supply Stores		
Camera Stores		
Candle Shops		
Candy Stores		
Civic, Trade, or Business Org.		
Clothing Alterations or Repair		
Clothing, Shoe and Acc. Stores		
Coin Operated Amusements		
Coin, Stamp or Collectable Shop		
College or University		
Comm or Broadcasting Facilities		
Computer Maintenance & Repair		
Computer Sales		
Computer Services		
Contactors, General Building		
Contractors (rear outside storage)		
Convenience Stores (gas pumps)		
Convenience Stores (no gas)		
Cosmetic Shops		
Courier Service Substations		
Dairy Products Stores		
Dance Schools		
Depmnt, Variety, or Gen. Merc.		
Drugs and Sundries		
Drugstores		
Durable Goods, Sundries		

Proposed Zoning

B2 GENERAL BUSINESS DISTRICT (Overlay)

<b>B2 - Overlay</b>		
<b>Permitted Uses</b>	<b>Permitted Uses</b>	<b>Permitted Uses</b>
Econ, Soci, Educ. Research	Martial Arts Instruction Schools	Shoe Repair & Shoeshine Shops
Electrical Goods	Medical or Dental Labs	Sport & Rec. Goods & Supplies
Employment Agencies	Medical, Dental, or Related Off	Sporting Goods Store
Engineer, Architect, or Survey	Miscellaneous Retail Sales	Sports & Rec Clubs, Indoor
Equipment Repairs, Light	Motion Picture Productions	Sports Instructional Schools
Fabric or Piece Goods Stores	Motor Vehi. Sales, New	Stationery Store
Farm Implement Sales	Museums or Art Galleries	Stock, Sec, or Comm Brokers
Finance or Loan Offices	Musical Instrument Sales	Tanning Salons
Fire Stations	Noncommercial Research Org.	Taxidermists
Floor Cov, Drap, or Upholstery	Office Machine Sales	Television or Radio Studios
Florists	Office Uses Not Classified	Theaters, Indoor
Flowers, Nurs.& Florist Supplies	Optical Goods Sales	Tire Sales
Food Stores	Paint and Wallpaper Sales	Tobacco Store
Funeral Homes or Crematoriums	Paper & Paper Products	Toys & Hobby Goods & Supp.
Furniture & Home Furnishings	Pet Stores	Travel Agencies
Furniture Sales	Photo Finishing Laboratories	Truck Stops
Garden Centers or Retail Nurs.	Photocopying & Dupl Services	TV, Radio, or Electronic Repairs
Gardens	Photography Studios	TV, Radio, or Electronic Sales
Gift or Card Shops	Physical Fitness Centers	Utility Company Offices
Golf Courses, Miniature	Police Stations	Underground Utility Lines
Golf Driving Ranges	Post Offices	Utility Service Faci. (no outside)
Groceries & Related Products	Printing and Publishing	Utility Substations
Hardware	Pro. & Comm. Equip & Supplies	Video Tape Rental & Sales *
Hardware Stores	Pump Stations	Voca, Busi, or Secre. Schools
Hobby Shops	Real Estate Offices	Wallpaper & Pain Brushes
Home Furnishings, Misc.	Record, Tape, and CD Stores	Watch or Jewelry Repair Shops
Hotels or Motels	Rehab. Or Counseling Services	
Insurance Agencies (on site)	Restaurants, Conventional	
Internal Service Facilities	Restaurants, Fast Food	
Jewelry Stores	Retreat Centers	
Jewelry, Watches, & Stones	School Admin. Facilities	
Law Offices	Security Services	
Market Showrooms (furniture)	Service Stations, Gasoline	

**WORKSHEET FOR REZONING REQUESTS**

Applicant: D. Granville Lilley  
 Property Location: West 15th Street  
 Parcel ID: 5676-27-5637  
 Lot Size: 3.47 acres  
 Existing Zoning Designation: RA-20 (Residential Agricultural)  
 Proposed Zoning Designation: B-2 (General Business)  
 Meeting Date: March 24, 2015

**REASONABLE FINDINGS OF FACT**

<b>A. Size of the tract-</b> The overall size of the tract of land proposed for rezoning is reasonable when compared to the size of the zoning district in which the subject property is located.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>B. Compatibility with a comprehensive plan-</b> The proposed rezoning is consistent with any comprehensive plan, area plan or elements thereof.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>C. Impact-</b> The impact to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>D. Comparison of uses-</b> The allowed uses within the proposed zoning district are similar or compatible to the surrounding area and zoning district.	<input checked="" type="radio"/> Yes	<input type="radio"/> No

**GRANTING THE REZONING REQUEST**

Motion to grant the rezoning request upon finding that the rezoning is reasonable considering one or more of the above findings of fact A-D being found in the affirmative and that the rezoning advances the public interest.

**DENYING THE REZONING REQUEST**

Motion to deny the rezoning upon finding that the proposed rezoning does not advance the public interest and is unreasonable due to the following:

- A. The size of the tract.
- B. Incompatibility with the comprehensive plan or other adopted plan.
- C. Impact to surrounding community and immediate neighbors
- D. Permitted or special uses are not consistent with surrounding uses.

PLANNING BOARD REPORT – Rezoning – D. Granville Lilley

Per NCGS 160A-387, all proposed amendments to the zoning ordinance or zoning map shall have a written report provided from the Planning Board to the City Council within thirty (30) days of referral of the amendment to the Planning Board, or the City Council may proceed in its consideration of the amendment without the Planning Board report. Furthermore, in no case is the City Council bound by the recommendations, if any, of the Planning Board.

Per NCGS 160A-383, the Planning Board shall advise and comment on whether the proposed zoning amendment is consistent with all applicable officially adopted plans, and provide a written recommendation to the City Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the City Council.

PLANNING BOARD RECOMMENDATIONS

  X   **Approval** – the application is consistent with all of the objectives and policies for growth and development contained in the City of Washington Land Use Plan and Comprehensive Plan.

           **Approval with conditions** – the application is not fully consistent with all the objectives and policies for growth and development of the City of Washington Land Use Plan and Comprehensive Plan, so the following conditions are recommended in order to make it fully consistent:

           **Denial** – this project or application is not consistent with all the objectives and policies for growth and development of the City of Washington Land Use Plan and Comprehensive Plan.

           **Continued** – the application as presented requires additional information to be determined by the staff in order for the Planning Board to determine if the project is consistent with all the objectives for growth and development contained in the Washington Land Use Plan and Comprehensive Plan.

This report reflects the recommendation of the Planning Board, this the   24th   day of   March  , 2015.

Attest:

  
\_\_\_\_\_  
John Tate  
Planning Board Chair

  
\_\_\_\_\_  
A. Glen Moore  
Planning Administrator

**Adjacent Property Owners – Rezoning – D. Granville Lilley**

Rawls & Associates  
PO Box 220  
Washington, NC 27889

City of Washington  
PO Box 1988  
Washington, NC 27889

Christian Voice Ministries  
6897 Slatestone Road  
Washington, NC 27889

Warehouse Home Furnishing  
185 Telfair Street  
Dublin, GA. 31021

A & G Investments  
214 N. Whispering Pines Road  
Washington, NC 27889

**Mayor**  
Mac Hodges

**City Manager**  
Brian M. Alligood



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

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April 2, 2015

**Subject:** Rezoning request – D. Granville Lilley – City of Washington

Dear Adjoining Property Owner:

The Department of Planning and Development has received a request from Mr. Granville Lilley to rezone approximately 3.47 acres of property located on West 15<sup>th</sup> Street adjacent to Washington Fire Station #2. The property is currently zoned RA-20 (Residential Agricultural) and the request is to rezone the property to B-2 (General Business).

The Washington City Council will hold the public hearing on the rezoning request at the following date and time:

**Date:** Monday, April 13, 2015

**Place:** City Council Chambers - City Hall - Municipal Building, 102 East Second Street. Enter from the Market Street side of the building and go to the second floor.

**Time:** 6:00 P.M.

The public is welcome to attend this public hearing and present evidence either in support of or in opposition to the request.

During the meantime, should you have any questions, please feel free to call the Department of Planning and Development at 975-9317 during normal working hours Monday through Friday, 8:00 A.M. to 5:00 P.M.

Sincerely,

*John Rodman*

John Rodman, Director  
Community and Cultural Services



RESOLUTION OF THE CITY OF WASHINGTON ADOPTING THE PLAN  
CONSISTENCY REVIEW STATEMENT FOR A PROPOSED ZONING MAP  
AMENDMENT

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**WHEREAS**, the City of Washington received a request to rezone property from RA-20 (Residential Agricultural) to B-2 (General Business) specifically identified as Beaufort County Parcel Identification Number 5676-27-5637 (*see Attachment A*);

**WHEREAS**, effective January 1, 2006, North Carolina General Statute 160A-383 requires that "prior to adopting or rejecting any zoning amendment" each local governing board "shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest";

**WHEREAS**, this zoning request was duly advertised and was the subject of a public hearing by the Council of the City of Washington on April 13, 2015;

**WHEREAS**, the Council for the City of Washington has considered the application to amend the Zoning Map, has reviewed the "Findings of Fact", and finds that the amendment is warranted, in order to achieve the purposes of the Comprehensive Plan and the CAMA Land Use Plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE WASHINGTON CITY COUNCIL THAT**, the Plan Consistency Review Statement presented by the Planning Board be adopted and as a result, the adoption of the proposed rezoning of the subject parcel be approved.

Adopted this 13<sup>th</sup> day of April 2015.

---

Jay MacDonald Hodges, Mayor

ATTEST:

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Cynthia S. Bennett, City Clerk



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** John Rodman, Community & Cultural Services  
**Date:** April 6, 2015  
**Subject:** Adopt resolution to consider a zoning change consisting of 6.00 acres of vacant property located on Whispering Pines Road.  
**Applicant Presentation:** Rea Ventures Group, LLC  
**Staff Presentation:** John Rodman, Community & Cultural Services

### RECOMMENDATION:

I move that the City Council accept the recommendation of the Planning Board and adopt the resolution to approve the rezoning of the property located on Whispering Pines Road, requested by Rea Ventures Group and containing 6.00 acres, from B-3 (Shopping Center) to O&I (Office & Institutional).

### BACKGROUND AND FINDINGS:

A request has been made by Rea Ventures Group, LLC to rezone 6.00 acres of property located on Whispering Pines Road and adjacent to New Sunrise Apartments. The property is currently zoned B-3 (Shopping Center) and the request is to rezone the property to O&I (Office & Institutional). The Planning Board determined that the rezoning was consistent with the Comprehensive Plan and any plans that the City may have for that area. The Planning Board voted unanimously to recommend to City Council to approve the rezoning.

### PREVIOUS LEGISLATIVE ACTION

Planning Board meeting – March 24, 2015

### FISCAL IMPACT

Currently Budgeted (Account \_\_\_\_\_) \_\_\_\_\_ requires additional appropriation  
 No Fiscal Impact

### SUPPORTING DOCUMENTS

Application for the rezoning	Planning Board report	Resolution
Map of the subject property	Permitted Uses	

**City Manager Review:** Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
4/18/15 \_\_\_\_\_ Date



## **Planning and Development**

### **Rezoning Request Whispering Pines Road**

<b>Applicant:</b>	Rea Ventures Group, LLC City of Atlanta
<b>Property Address:</b>	Vacant Property – Whispering Pines
<b>Acreage:</b>	6.00 Acres
<b>Parcel Information:</b>	5676-45-3237 Deed Book 1638, Page 522
<b>Existing Zoning:</b>	B-3 (Shopping Center)
<b>Proposed Zoning:</b>	O&I (Office & Institutional)

Petitioner's rezoning application, property map, zoning map and supporting documents are attached.

### **Planning Board recommendation and action requested:**

Planning Board recommended that City Council approve the request for rezoning after staff presentation, applicant presentation and Board Discussion. Recommendation for approval was unanimous.

**City of Washington**  
**Department of Planning and Development**  
**Rezoning Request Application**  
 Page 1: Ownership, Property and Zoning Request Information

Date: March 13, 2015	Fee: \$125.00
----------------------	---------------

**OWNERSHIP INFORMATION**

**Applicant Name:** Rea Ventures Group, LLC

**Address:** 2964 Peachtree Road NW, Suite 640, Atlanta, GA 30305

**Phone No.:** Sean Brady, (404) 250-4093, ext. 704

**Applicant's Legal Interest in the Property:**  
 Buyer

**Owner:** FF Acquisition, LLC

**Address:** 11840 Valley View Road, Eden Prairie, MN 55344

**Phone No.:** Christine Fulton, (724) 925-5314

Date Property Acquired: March 31, 2008	Deed Reference: Bk 1638 Page 522
--	----------------------------------

**PROPERTY INFORMATION**

Tax Map: 5676-45-3237	Parcel Number: 15-023763
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**Area (square feet or acres):** 6.0 acres of 33.166-acre tract

**Current Land Use:** Vacant grass field

**Location of Property:** approx. 155 Whispering Pines Road, Washington, NC 27889

**ZONING REQUEST INFORMATION**

Existing Zone: B3 & O and I	Requested Zone: O and I
-----------------------------	-------------------------

Reason for zoning change and a statement regarding the changing conditions, in the area and in the City, that makes the proposed amendment reasonably necessary to the promotion of the public health, safety and general welfare.

See attached narrative. Owner requests rezoning approval conditional upon Rea Ventures Group affiliate ability to close.

[Continue to Page 2 of the Rezoning Request Application](#)  
 Return to: [[Home](#)] [[Planning & Development](#)] [[Zoning Applications & Forms](#)]

City of Washington  
 Department of Planning and Development  
 Rezoning Request Application  
 Page 3: Legal Description and Owner/Agent Statement

**LEGAL DESCRIPTION** (Metes and Bounds Description):  
 To Wit:

See attached

Location:

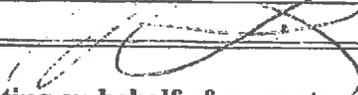
**OWNER/AGENT STATEMENT**

I, Karla C. Robertson, being the Owner or Agent acting on behalf of the owner request that the attached rezoning request of RCA Ventures Group, LLC be placed on the agenda of the Planning Board meeting scheduled for 3 / 24 / 15.

I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief. I authorize the City of Washington to place a sign on the property in question for the purpose of alerting the general public of my request, no less than seven (7) days prior to the meeting.

I understand that failure to address any item in these requirements may result in the rezoning not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

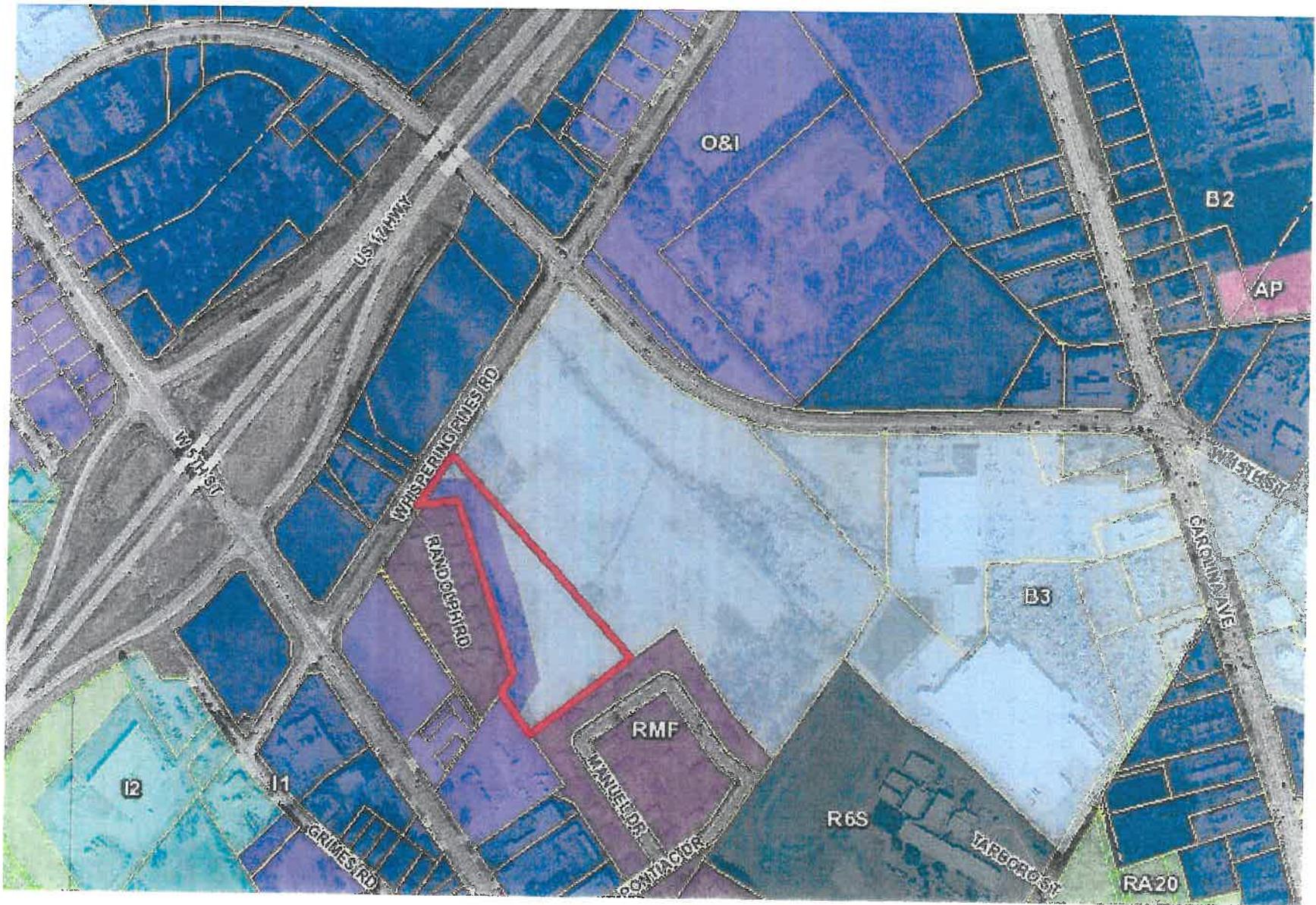
(P.S.B.)

Signature:  Date: 3-13-15

**NOTE:** Agents acting on behalf of property owners must submit a notarized letter from the property owner which gives them authority to act on their behalf.

Return to: [Home] [Planning & Development] [Zoning Applications & Forms]





## Zoning Map

### Rezoning Request – Whispering Pines Road

# Rezoning – D. Granville Lilley



## City of Washington Comprehensive Plan

### Future Land Use

#### Legend

Future Sewer Extension	Hydrology
Railroads	<b>Future Land Use</b>
Airport	Commercial Node
Bridges	Neighborhood Commercial Node
Highway 17 Bypass ROW Corridor	Airport
Major Roads	Commercial
Corporate Limits	Office and Institutional
ETJ	Heavy Industrial
Pitt County	Light Industrial
Washington Park Planning Area	Mixed Use
Jack's Creek Greenway	High Density Residential
Entry Corridor Overlay	Medium Density Residential
Historic District	Low Density Residential
Least Suitable Overlay	Conservation
14-Digit Hydrologic Code	



Parcel for Rezoning

B3 SHOPPING CENTER DISTRICT (Overlay)

<b>B3 - Overlay</b>		
<b>Permitted Uses</b>	<b>Developmental Standards</b>	<b>Special Use Permits</b>
ABC Stores	Athletic Fields	<i>Car Washes</i>
Accessory Uses and Structures	Churches	Clubs or Lodges
Account, Audit or Bookkeeping	Government Offices	<i>Farmers Market</i>
Ad Agencies or Representatives	Libraries	Skating Rinks
Admin or Management Services	Public Parks	<i>Utility Substations</i>
Ambulance Services	Public Recreation Facilities	
Antique Stores	Swimming Pools	
Appliance Stores	Temporary Events	
Arts and Crafts		
Auditor, Coliseums, or Stadiums		
Auto Park Lots, Grade Level		
Auto Rental or Leasing		
Auto Repair Services, Minor		
Auto Supply Sales		
Bakeries		
Banks, Savings or Credit Unions		
Barber Shops		
Beauty Shops		
Bldg Supply Sales(no stor yard)		
Bookstores		
Building Maintenance Services		
Cake Decorating Supply Stores		
Camera Stores		
Candle Shops		
Candy Stores		
Civic, Trade, or Business Org.		
Clothing Alterations or Repair		
Clothing, Shoe and Acc. Stores		
Coin, Stamp or Collectable Shop		
Comm or Broadcasting Facilities		
Computer Maintenance & Repair		
Computer Sales		
Computer Services		
Convenience Store (gas pumps)		
Convenience Store (no gas)		
Cosmetic Shops		
Courier Service Substations		
Dairy Products Stores		
Dance Schools		
Depmnt, Variety, or Gen. Merc.		
Drugstores		
Employment Agencies		
Engineer, Architect, or Survey		
Fabric or Piece Goods Stores		
Finance or Loan Offices		
Fire Stations		
Floor Cov, Drap, or Upholstery		
Florists		
Food Stores		
Furniture Sales		
Garden Centers or Retail Nurs.		
Gift or Card Shops		

Current Zoning

**B3 SHOPPING CENTER DISTRICT (Overlay)**

	<b>B3 - Overlay</b>	
<b>Permitted Uses</b>	<b>Permitted Uses</b>	
Golf Courses, Miniature	Security Services	
Hardware Stores	Shoe Repair & Shoeshine Shops	
Hobby Shops	Sporting Goods Store	
Home Furnishings, Misc.	Sports & Rec Clubs, Indoor	
Hotels or Motels	Sports Instructional Schools	
Insurance Agencies (on site)	Stationery Store	
Internal Service Facilities	Stock, Sec, or Comm Brokers	
Jewelry Stores	Tanning Salons	
Law Offices	Theaters, Indoor	
Luggage or Leather Goods	Tire Sales, <i>no outside storage</i>	
Martial Arts Instruction Schools	Tobacco Store	
Medical or Dental Labs	Travel Agencies	
Medical, Dental, or Related Off	TV, Radio, or Electronic Repairs	
Museums or Art Galleries	TV, Radio, or Electronic Sales	
Noncommercial Research Org.	Utility Company Offices	
Office Machine Sales	Underground Utility Lines	
Office Uses Not Classified	Video Tape Rental & Sales	
Optical Goods Sales	Voca, Busi, or Secre. Schools	
Paint and Wallpaper Sales	Watch or Jewelry Repair Shops	
Pet Stores		
Photo Finishing Laboratories		
Photocopying & Dupl Services		
Photography Studios		
Physical Fitness Centers		
Police Stations		
Pump Stations		
Real Estate Offices		
Record, Tape & CD Stores		
Restaurants, Conventional		
Restaurants, Fast Food		

**O AND I OFFICE AND INSTITUTIONAL DISTRICT (Overlay)**

<b>O&amp;I - Overlay</b>		
<b>Permitted Uses</b>	<b>Developmental Standards</b>	<b>Special Use Permits</b>
Acc. Dwelling Units, Attached	Athletic Fields	Care Taker Dwellings
Accessory Uses and Structures	Board & Room Houses (4 or less)	Dare Care Centers, Adult (6 or more)
Account, Audit or Bookkeeping	Dare Care Centers, Adult (5 or less)	Day Care Centers, Child (6 or more)
Ad Agencies or Representatives	Day Care Centers, Child (5 or less)	Drug Stores
Admin or Management Services	Elementary or Secondary Schools	Fraternities or Sororities
Ambulance Services	Family Care Homes (6 or less)	<b>Marinas, Commercial</b>
Auto Park Lots, Grade Level	Government Offices	Musical Instrument Sales
Banks, Savings or Credit Unions	Home Occupation	Restaurants, Conventional
Barber Shops	Kennels or Pet Grooming Facilities	Restaurants, Fast Food
Beauty Shops	Libraries	Telecommunication Towers
Churches	Public Parks	
Clubs or Lodges	Public Recreation Facilities	
Comm or Broadcasting Facilities	Satellite Dishes/T.V. & Radio Ant.	
Common Area Recreation	Swimming Pools	
Computer Services	Temporary Events	
Congregate Care Facility		
Courier Service Substations		
Econ, Soci, Educ. Research		
Employment Agencies		
Engineer, Architect, or Survey		
Finance or Loan Offices		
Fire Stations		
Funeral Homes or Crematoriums		
Gardens		
Group Care Facilities		
Hospitals		
Hotels or Motels		
Insurance Agencies (no on site)		
Insurance Agencies (on site)		
Internal Service Facilities		
Law Offices		
Medical or Dental Labs		
Medical, Dental, or Related Off		
Multi-Family Dwellings		
Museums or Art Galleries		
Noncommercial Research Org.		
Nursing & Convalescent Homes		
Office Uses Not Classified		
Optical Goods Sales		
Orphanages		
Photocopying & Dupl Services		
Photography Studios		
Photography, Commercial		
Physical Fitness Centers		
Police Stations		
Post Offices		
Psychiatric Hospitals		
Pump Stations		
Real Estate Offices		

**Proposed Zoning**



## WORKSHEET FOR REZONING REQUESTS

Applicant:	Rea Ventures Group
Property Location:	Whispering Pines Road & West 15th Street
Parcel ID:	5676-45-3237
Lot Size:	6.00 acres
Existing Zoning Designation:	B-3 (Shopping Center) & O&I (Office & Institutional)
Proposed Zoning Designation:	O&I (Office & Institutional)
Meeting Date:	March 24, 2015

### REASONABLE FINDINGS OF FACT

<b>A. Size of the tract-</b> The overall size of the tract of land proposed for rezoning is reasonable when compared to the size of the zoning district in which the subject property is located.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>B. Compatibility with a comprehensive plan-</b> The proposed rezoning is consistent with any comprehensive plan, area plan or elements thereof.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>C. Impact-</b> The impact to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community.	<input checked="" type="radio"/> Yes	<input type="radio"/> No
<b>D. Comparison of uses-</b> The allowed uses within the proposed zoning district are similar or compatible to the surrounding area and zoning district.	<input checked="" type="radio"/> Yes	<input type="radio"/> No

### GRANTING THE REZONING REQUEST

Motion to grant the rezoning request upon finding that the rezoning is reasonable considering one or more of the above findings of fact A-D being found in the affirmative and that the rezoning advances the public interest.

### DENYING THE REZONING REQUEST

Motion to deny the rezoning upon finding that the proposed rezoning does not advance the public interest and is unreasonable due to the following:

- A. The size of the tract.
- B. Incompatibility with the comprehensive plan or other adopted plan.
- C. Impact to surrounding community and immediate neighbors
- D. Permitted or special uses are not consistent with surrounding uses.

PLANNING BOARD REPORT – Rezoning – Rea Ventures Group, LLC

Per NCGS 160A-387, all proposed amendments to the zoning ordinance or zoning map shall have a written report provided from the Planning Board to the City Council within thirty (30) days of referral of the amendment to the Planning Board, or the City Council may proceed in its consideration of the amendment without the Planning Board report. Furthermore, in no case is the City Council bound by the recommendations, if any, of the Planning Board.

Per NCGS 160A-383, the Planning Board shall advise and comment on whether the proposed zoning amendment is consistent with all applicable officially adopted plans, and provide a written recommendation to the City Council that addresses plan consistency and other matters as deemed appropriate by the Planning Board, but a comment by the Planning Board that a proposed amendment is inconsistent with the officially adopted plans shall not preclude consideration or approval of the proposed amendment by the City Council.

PLANNING BOARD RECOMMENDATIONS

  X   **Approval** – the application is consistent with all of the objectives and policies for growth and development contained in the City of Washington Land Use Plan and Comprehensive Plan.

       **Approval with conditions** – the application is not fully consistent with all the objectives and policies for growth and development of the City of Washington Land Use Plan and Comprehensive Plan, so the following conditions are recommended in order to make it fully consistent:

       **Denial** – this project or application is not consistent with all the objectives and policies for growth and development of the City of Washington Land Use Plan and Comprehensive Plan.

       **Continued** – the application as presented requires additional information to be determined by the staff in order for the Planning Board to determine if the project is consistent with all the objectives for growth and development contained in the Washington Land Use Plan and Comprehensive Plan.

This report reflects the recommendation of the Planning Board, this the   24th   day of   March  , 2015.

Attest:

  
John Tate  
Planning Board Chair

  
A. Glen Moore  
Planning Administrator

**Adjacent Property Owners – Rezoning – Rea Ventures Group, LLC**

FF Acquisitions, LLC  
C/o Real Estate  
PO Box 990  
Minneapolis, MN 55440

Washington Housing Authority  
PO Box 1046  
Washington, NC 27889

Beaufort Co. Developmental Clinic  
1534 West 5<sup>th</sup> Street  
Washington, NC 27889

Metro Housing & Community Development  
PO Box 1706  
Washington, NC 27889

Long Ridge Investments  
146 Whispering Pines Road  
Washington, NC 27889

State Employees Credit Union  
PO Box 25279  
Raleigh, NC 27611

**Mayor**  
Mac Hodges

**City Manager**  
Brian M. Alligood



**Washington City Council**

Richard Brooks  
Doug Mercer  
Larry Beeman  
William Pitt  
Bobby Roberson

---

April 2, 2015

Subject: Rezoning request – Rea Ventures Group, LLC – City of Washington

Dear Adjoining Property Owner:

The Department of Planning and Development has received a request from Mr. Granville Lilley to rezone approximately 6.00 acres of property located on Whispering Pines Road adjacent to New Sunrise Apartments. The property is currently zoned B-3 (Shopping Center) and the request is to rezone the property to O&I (Office & Institutional).

The Washington City Council will hold the public hearing on the rezoning request at the following date and time:

**Date: Monday, April 13, 2015**

**Place: City Council Chambers - City Hall - Municipal Building, 102 East Second Street. Enter from the Market Street side of the building and go to the second floor.**

**Time: 6:00 P.M.**

The public is welcome to attend this public hearing and present evidence either in support of or in opposition to the request.

During the meantime, should you have any questions, please feel free to call the Department of Planning and Development at 975-9317 during normal working hours Monday through Friday, 8:00 A.M. to 5:00 P.M.

Sincerely,

*John Rodman*

John Rodman, Director  
Community and Cultural Services



RESOLUTION OF THE CITY OF WASHINGTON ADOPTING THE PLAN  
CONSISTENCY REVIEW STATEMENT FOR A PROPOSED ZONING MAP  
AMENDMENT

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**WHEREAS**, the City of Washington received a request to rezone property from B-3 (Shopping Center) to O&I (Office & Institutional) specifically identified as Beaufort County Parcel Identification Number 5676-45-3237 (*see Attachment A*);

**WHEREAS**, effective January 1, 2006, North Carolina General Statute 160A-383 requires that “prior to adopting or rejecting any zoning amendment” each local governing board “shall adopt a statement describing whether its action is consistent with an adopted comprehensive plan and explaining why the board considers the action taken to be reasonable and in the public interest”;

**WHEREAS**, this zoning request was duly advertised and was the subject of a public hearing by the Council of the City of Washington on April 13, 2015;

**WHEREAS**, the Council for the City of Washington has considered the application to amend the Zoning Map, has reviewed the “Findings of Fact”, and finds that the amendment is warranted, in order to achieve the purposes of the Comprehensive Plan and the CAMA Land Use Plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE WASHINGTON CITY COUNCIL THAT**, the Plan Consistency Review Statement presented by the Planning Board be adopted and as a result, the adoption of the proposed rezoning of the subject parcel be approved.

Adopted this 13<sup>th</sup> day of April 2015.

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Jay MacDonald Hodges, Mayor

ATTEST:

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Cynthia S. Bennett, City Clerk



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** John Rodman, Community & Cultural Services  
**Date:** April 6, 2015  
**Subject:** Ordinance: Adopt an ordinance to condemn as unsafe the structure located at 620 Washington 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 620 Washington 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, Tyler Williams in the amount of three thousand dollars (\$3,000).

### 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:	12/11/13, 12/2/14	Order to Demolish:	12/29/14
Notice of Hearing:	12/16/13, 12/2/14	Time expired:	2/27/15
Hearing:	12/30/13, 12/17/14	Notice of Council hearing:	4/2/15

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  
 No Fiscal Impact

**SUPPORTING DOCUMENTS**

Ordinance  
Bids Submitted

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City Manager Review: 4/8/15 Date Concur And Recommend Denial \_\_\_\_\_  
No Recommendation \_\_\_\_\_

**Bids Submitted:**

Tyler Williams	three thousand dollars	\$3,000
Dudley Landscaping	three thousand six hundred dollars	\$3,600
St. Clair Trucking, Inc.	four thousand dollars	\$4,000

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 620 Washington Street, Washington, North Carolina and being owned by Ada M. Paige Roberson, John H. Paige Williams, Jr. (a/k/a John H. Paige), Vinester Paige Smith Williams Floyd (a/k/a Vonester Paige), Carrie B. Smith Moore (a/k/a Carrie B. Smith), Dorothy L. Smith Gibbs (a/k/a Dorothy L. Smith), James H. Smith, Zeno Paige (a/k/a Zeno Smith), Clarence E. Smith, Edward J. Smith, and William A. Smith, Jr.; the above referenced individuals' spouses, if any; and/or the unknown heirs, if any, of Zeno Paige (a/k/a Zeno Smith), Clarence E. Smith, Edward J. Smith, and William A. Smith, Jr. 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 December 29, 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 620 Washington 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 April 13, 2015.

Attest:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk

\_\_\_\_\_  
Jay MacDonald Hodges, Mayor



620 Washington Street



620 Washington Street

**NOTICE OF CONDEMNATION  
COMPLAINT AND NOTICE OF HEARING  
(12/2/2014)**

The Unknown Heirs of Lillie Boyd and Laura Bell Page Williams  
620 WASHINGTON ST  
WASHINGTON, NC 27889

Re: 620 WASHINGTON ST  
Parcel No.: 5676-71-2631

To: The Unknown Heirs of Lillie Boyd and Laura Bell Page Williams, whose identities and whereabouts are unknown

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 the Building Official at 102 E Second Street Room 115 at **10am on 12/17/2014** 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.

Ada M Paige Roberson  
PO BOX 453  
Washington, NC 27889

John H Williams, Jr. (aka John H Paige)  
1026 Cowell Farm Road. Apt 203  
Washington, NC 27889

Vinester Floyd (aka Vonester Paige)  
617 Van Norden Street  
Washington, NC 27889

Carrie Moore (aka Carrie B. Smith)  
101 E 4<sup>th</sup> St  
Washington, NC 27889

Dorothy L Gibbs (aka Dorothy L. Smith)  
1103 Pennsylvania Ave.  
Washington, NC 27889

James H. Smith  
85 South 30<sup>th</sup> St  
Wyandanch, NY 11798

Certified mail J  
WDN AD  
April 13, 2015  
Page 1 of 140  
12/7/2014

**ORDER TO REMEDY DEFECTIVE CONDITION**  
**12/29/2014**

Re: 620 WASHINGTON ST  
No.: 01014182

To: "Ada M. Paige Roberson, John H. Williams, Jr. (aka John H. Paige), Vinester Floyd (aka Vonester Paige), Carrie Moore (aka Carrie B. Smith), Dorothy L. Gibbs (aka Dorothy L. Smith), James H. Smith, Zeno Smith (aka Zeno Paige) and/or the unknown heirs of Zeno Smith, Clarence E. Smith and/or the unknown heirs of Clarence E. Smith, Edward J. Smith and/or the unknown heirs of Edward J. Smith, and William A. Smith, Jr. and/or the unknown heirs of William A. Smith, Jr. (the identities and whereabouts of some of the foregoing individuals are or may be unknown)."

This matter coming on to be heard and being heard before the undersigned on 12/17/2014 at 10am 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 12/2/2014 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. No owner or person of interest attended the hearing was present at hearing.
  
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.

  X   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  
Mr. Franz Holscher, City Attorney  
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.

**Notice of Public Hearing  
Washington City Council**

NOTICE IS HEREBY given that the City Council of the City of Washington will conduct a public hearing on the 13<sup>th</sup> day of April, 2015 at 6:00 p.m., in the City Council Chambers, on the second floor of the municipal building, located at 102 East 2<sup>nd</sup> Street. The purpose of the public hearing is to adopt an ordinance to have the structure located at 620 Washington Street demolished and removed. The City of Washington finds that the structure and property at this location is deemed unsafe under the provisions of the City Ordinance and pursuant to G.S. 160A-441 and should be demolished. The public is welcome to attend the public hearings and present evidence either in support of or in opposition to the demolition of the structure. Members of the public with disabilities planning to attend the meeting should call 975-9383 to verify building accessibility. Prior to the meeting, questions may be directed to the Planning Office by calling 975-9384 Monday through Friday 8:00 am to 5:00 pm



## REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Hodges & Members of the City Council  
**From:** John Rodman, Community & Cultural Services  
**Date:** April 6, 2015  
**Subject:** Public Hearing: Adopt an ordinance to amend Chapter 40, Section 40-263, Provisions for flood hazard reduction, of the Code of Ordinances of the City of Washington.

**Applicant Presentation:** N/A  
**Staff Presentation:** John Rodman, Community & Cultural Services

### RECOMMENDATION:

I move that the City Council accept the recommendation of the Planning Board and adopt the Ordinance to amend Chapter 40, Article X, Flood Damage Prevention, Section 40-263, Provisions for flood hazard reduction, by removing the addition of one (1) foot of elevation to the current Base Flood Elevation.

### BACKGROUND AND FINDINGS:

A request was made by Mr. David Smith, NC Building Code Council, to amend the 2012 NC Building Code by removing the plus one foot addition to the Base Flood Elevation regarding flood elevation design requirements. The Planning Board voted unanimously to recommend to City Council to amend the City's Zoning Ordinance to reflect the changes approved by the NC State Building Code Council.

### PREVIOUS LEGISLATIVE ACTION

Planning Board meeting – March 24, 2015

### FISCAL IMPACT

\_\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_\_ requires additional appropriation  
 No Fiscal Impact

### SUPPORTING DOCUMENTS

Application for the text amendment  
Resolution  
NC Building Code changes

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City Manager Review: But Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
4/8/15 Date

**Item D-15 Request by David Smith, NC BCC, to amend the 2012 NC Residential Code, Sections R322.2.1 and R322.3.2. The proposed amendment is as follows:**

**2012 NC Residential Code – Proposed Revisions to R322 Regarding Flood Elevation Design Requirements**

**R322.2.1 Elevation requirements.**

1. Buildings and structures shall have the lowest floors elevated to or above the base flood elevation ~~plus one foot (305 mm)~~, or the design flood elevation, whichever is higher.
2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet (mm) on the FIRM ~~plus one foot (305 mm)~~, or at least 3 feet (915 mm) if a depth number is not specified.
3. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation ~~plus one foot (305 mm)~~, or the design flood elevation, whichever is higher.

**Exception:** Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

**R322.3.2 Elevation requirements.**

1. All buildings and structures erected within coastal high hazard areas shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of mat or raft foundations, piling, pile caps, columns, grade beams and bracing, is:
  - 1.1. Located at or above the design flood elevation, if the lowest horizontal structural member is oriented parallel to the direction of wave approach, where parallel shall mean less than or equal to 20 degrees (0.35 rad) from the direction of approach, or
  - 1.2. Located at the base flood elevation ~~plus 1 foot (305 mm)~~, or the design flood elevation, whichever is higher, if the lowest horizontal structural member is oriented perpendicular to the direction of wave approach, where perpendicular shall mean greater than 20 degrees (0.35 rad) from the direction of approach.
2. Basement floors that are below grade on all sides are prohibited.
3. The use of fill for structural support is prohibited
4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

**Exception:** Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

**Motion – Mack Nixon/Second – David Smith/Adopted** unanimously.

# NC State Building Code

# City Flood Ordinance

- b. No feasible location exists for the use outside the Special Flood Hazard Area.
- c. The reference level of any structure is elevated or floodproofed to at least the regulatory flood protection level.
- d. The use complies with all other applicable Federal, State and local laws.
- e. The City of Washington has notified the Secretary of the North Carolina Department of Crime Control and Public Safety of its intention to grant a variance at least thirty (30) days prior to granting the variance.

## **Section 40-263. Provisions for flood hazard reduction.**

- (a) **General Standards.** In all Special Flood Hazard Areas, the following provisions are required:
  - (1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure;
  - (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damages;
  - (3) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damages;
  - (4) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; These include but are not limited to HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric meter panels/boxes, utility/cable boxes, appliances (i.e. washers, dryers, refrigerators, etc.), hot water heaters, electric outlets/switches.
  - (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
  - (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

ZONING ORDINANCE

- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
  - (8) Any alteration, repair, reconstruction, or improvements to a structure which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance.
  - (9) Non-conforming structures or other development may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided that the bulk of the building or structure below the regulatory flood protection elevation in the floodway, non-encroachment area, or stream setback is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
  - (10) New solid waste disposal facilities, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted in Special Flood Hazard Areas. A structure or tank for chemical or fuel storage incidental to an allowed use or the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the regulatory flood protection elevation and certified according to Section 40-262(b)(3) of this Ordinance.
- (b) Specific Standards. In all Special Flood Hazard Areas where Base Flood Elevation (BFE) data has been provided, as set forth in Section 40-261(b), or Section 40-262(c)(11) and (12), the following provisions are required:

(1) Residential Construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation plus one (1) foot or the design flood elevation, whichever is higher.

(2) Non-Residential Construction. New construction or substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation plus one (1) foot or the design flood elevation, whichever is higher. Structures located in

**Proposed Changes** →

An Ordinance to Amend Chapter 40, Zoning, Article X. Flood Damage Prevention  
Section 40-263 (b), 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 amend the Flood Damage Prevention Ordinance and to reflect new data for its use.

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

Section 1. That **Chapter 40, Article X, Section 40-263, Provisions for Flood Management, (b)**, be amended as follows:

**Sec. 40-263. Provisions for flood hazard reduction.**

(b) Specific Standards. In all Special Flood Hazard Areas where Base Flood Elevation (BFE) data has been provided, as set forth in Section 40-261(b), or Section 40-262(c)(11) and (12), the following provisions are required:

- (1) Residential Construction. New construction or substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation. ~~plus one (1) foot or the design flood elevation, whichever is higher.~~
- (2) Non-Residential Construction. New construction or substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the regulatory flood protection elevation. ~~plus one (1) foot or the design flood elevation, whichever is higher.~~

Section 2. This Ordinance shall become effective April 14, 2015.

Section 3. All Ordinances or parts in conflict herein are repealed.

Adopted this \_\_\_\_13th\_\_\_\_ day of \_\_\_\_April\_\_\_\_, 2015\_\_.

ATTEST:

\_\_\_\_\_  
J. MacDonald Hodges, Mayor

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk



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TO: Mayor and City Council  
FROM: Kristi Roberson, Parks & Recreation  
DATE: March 13, 2015  
RE: Bug House Park Tennis Courts

Outer Banks Tennis Contractors LLC., has inspected the Bug House Tennis Courts. It is the recommendation of the contractor, that future plans to enhance these tennis courts, is not recommended.

**RESURFACING;**

- a) These courts are prone to periodic flooding. Finances spent to resurface the courts would not repair the courts in a manner to KEEP them safe and playable. \$ 11,000.00 \*

**OVERLAY;**

- a) An asphalt overlay is also not recommended being the existing surface and base has major structural cracking. A new surface is only as good as what is under it. \$30,100.00 \*

**REMOVE;**

- a) It is in the City's best interest to remove all existing fencing, lighting, and court surface, and place elsewhere. \$ 6,500.00 \*

**RELOCATE;**

- a) It is in the City's best interest to relocate the existing battery of two tennis courts to a higher elevation at Bug House Park, or another favorable location. \$ 58,000.00 \* (includes All Black vinyl Fencing)

\*denotes ballpark prices

Outer Banks Tennis Contractors LLC., would be happy to assist the City, and provide a formal bid for any future projects.

John J. McCann Jr.  
North Carolina General Contractors License # 67990

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TO: Mayor and City Council  
FROM: Kristi Roberson, Parks & Recreation  
DATE: April 13, 2015  
RE: Kayak Launch

The Washington Beaufort County Chamber of Commerce Foundation will be applying for funding through the Jonathan Havens Charitable Trust to add a kayak launch to the Havens Gardens Boat Launch area. The City had previously applied for funding for a similar project through the Adopt a Trails grant program. The City was awarded the grant, however funds were no longer made available through the program to complete the awarded projects. The Chamber Foundation is working closely with the Parks and Recreation Department, as well as the same organizations that were present during the Adopt a Trail grant cycle.

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MEMORANDUM

DATE: April 7, 2015  
TO: Mayor and City Council  
FROM: Rick Brass, Dock Master  
RE: Belle of Washington Dockage

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

Communications about activities aboard the Belle continues to improve every year. Tammy Swanner personally manages the notifications and the Waterfront Docks receives reminders from the Captain when cruises are scheduled. This notification is very beneficial to city staff and event planners alike.

Each year The Belle of Washington's activities around the park are better managed than the year before, with fewer instances of conflicts with park policies.

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

The new docking agreement will cover the period of March 27, 2015 - March 26, 2016.



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MEMORANDUM

DATE: April 7, 2015  
TO: Mayor and City Council  
FROM: Rick Brass, Dock Master  
RE: SeaTow OBX Dockage

SeaTow OBX (formerly SeaTow Pamlico), dba Inland Enterprises, LLC will again execute a Waterfront Docking agreement with the City of Washington .

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

In addition to the usual assistance SeaTow OBX also:

1. Assisted with design of No Wake and location. This year he will install the 2<sup>nd</sup> of the two required No Wake Buoys.
2. Installed the life jacket loaner stand which has been a big hit amongst the boaters. An updated stand has been installed this year.
3. Provides the Auto Radio Check system and improved our range and signal strength in 2014.

The new docking agreement will be for the period of April 1, 2015– March 31, 2016.



# HUMAN RELATIONS COUNCIL

## Human Relations Council (HRC) report for the month of March Monday April 13, 2015 City Council Meeting

### MISSION STATEMENT

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

### SCHEDULED PUBLIC APPEARANCES:

#### **Mr. Larry McDaniel, Mother of Mercy Catholic Church:**

Mr. McDaniel briefed the Board on the history of Mother of Mercy Catholic Church referencing the book he had prepared over the course of his year study. Also, he reviewed the event that Mother of Mercy Church will be sponsoring on Sunday, March 22, 2015 from 3-5 pm ~ celebrating 186 years.

#### Table of Contents provided in book:

- Timeline 1807-2010
- Interviews
- 175<sup>th</sup> Anniversary
- Donnelly History, 11-25-81
- Father Moeslein –
  - “Memories of Mother of Mercy,” 1942
- Washington Daily News
- Ordinances
- Military Records
- Ancillary Documents
- Notes/Definitions
- Graves Registration
- Historic District Nomination Form
- St. Martin De Porres
- The De Porres, 1955
- Photographs

### OLD BUSINESS:

**Discussion – Ed Peed Commemoration Service:** Chairman Hughes suggested the event was successful and thanked Councilman Pitt for the representation of five (5) Fire Departments not inclusive of the Washington Police & Fire Services. Also, Chairman Hughes thanked Councilman Pitt for acquiring such a great speaker. Appreciation was offered to Board members that were able to participate as well. He voiced the Human Relations Council had been fortunate in receiving contributions toward this event especially from Zaxbys’s, Acre Station, and cash donations from Board members.

Board member O'Pharrow acknowledged former Board member Alice Moore for spearheading this event. Her endeavors brought recognition to Mr. Peed and she began working with Washington Fire Department to organize an event in honor of Mr. Peed.

**Update – Spring Symposium – Board member Recko:** Board member Recko provided the following updates regarding the Spring Symposium:

- Beaufort County Coalition met at Eagle's Wings on January 27<sup>th</sup> at noon
- Potential dates discussed during the Coalition meeting were June 18<sup>th</sup> or 25<sup>th</sup>
- The venue will be Beaufort County Community College ~ Building 10
- Length of meeting 4 – 6 hours
- Next scheduled meeting Wednesday, March 27 and a date for the Spring Symposium should be finalized at that meeting
- Schedule a strategic planning meeting on Wednesday, April 1 following the Wednesday, March 27 meeting

**Spring Symposium Overview:**

Board of Realtors

Overall Housing Market in Beaufort County

Banking Overview

Fair Housing Component (possibly)

Affordable Housing (low-moderate income families)

Homeless Veterans Housing in Beaufort County

**NEW BUSINESS:**

**Discussion – Application received from Stephanie Jones Wilson:** Chairman Hughes reviewed the application.

By motion of Board member Howard, seconded by Vice-chair St. Clair, the Board recommended Ms. Stephanie Jones Wilson be appointed to the Human Relations Council. Staff was directed to submit Ms. Wilson's name to City Council with a recommendation for appointment at the March 23, 2015 Council meeting.

**Discussion – Resignation emailed received from Board member Keisha Jennette:** Chairman Hughes reviewed and Board members expressed their regrets over losing Ms. Jennette as a member of the HRC.

**OTHER BUSINESS:**

**FYI** – All FYI items and reminders were discussed inclusive of the January 11, and February 21, 2015 report & summation submitted to City Council, and the financial report ~ detailing cost incurred for the Ed Peed's Commemoration event. Chairman Hughes encouraged Board members to seek applicants for the members whose terms expire June 30, 2015 on the Human Relations Council.



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Keith Hardt, P.E., Electric Director  
**Date:** 6 April 2015  
**Subject:** Approve Contracts  
**Applicant Presentation:** None  
**Staff Presentation:** Keith Hardt, P.E., Electric Director

**RECOMMENDATION**

I move that the City Council approve a contract with Davey Tree Expert Service for the remaining portion of the FY 2014-15 in the amount of \$65,000 and a contract for the FY2015-16 in the amount of \$260,000 for the Electric Fund.

**BACKGROUND AND FINDINGS**

In October of 2014 due to safety, performance and personnel management concerns we replaced Asplundh Tree Expert Company with Davey Tree Expert Company for right-of-way maintenance on the City's electric system. Prices were solicited from the ElectriCities of North Carolina tree trimming bid schedule for as well as Davey Tree Expert Service.

Description	Asplundh	Carolina Tree	Davey Tree
Working Foreman	\$29.85	\$34.15	\$35.19
Climber	\$26.91	\$29.39	\$31.28
Groundman	\$23.02	\$21.96	\$23.46
65 foot Aerial Device	\$41.09	N/A	\$29.63
Chipper	\$6.80	\$7.12	\$4.51
Estimated Annual Cost	\$265,553	Non Responsive *	\$258,066

*\* Carolina Tree is not able to supply the 65 foot aerial device*

It is recommended that we continue our right-of-way maintenance service with Davey Tree Expert Company. This recommendation is based on the current experience on the City's electric system with Davey Tree Expert Service, our past poor experience with Asplundh, and that Carolina Tree cannot supply the 65 foot aerial device that is needed to reach our right-of-way overhangs.

It is recommended that the City Council approve a contract to Davey Tree Expert Service for the remaining fiscal year in the amount of \$65,000 and a contract for fiscal year 2015-16 in the amount of \$260,000. The purchase order for the work in fiscal year 2015-16 will be presented to City Council for approval at the beginning of new fiscal year.

**PREVIOUS LEGISLATIVE ACTION**

2014-15 Budget Ordinance

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires Additional Appropriation  No Fiscal Impact  
 Additional expenditures in excess of budgeted amount.

**SUPPORTING DOCUMENTS**



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Brian Alligood, City Manager *but*  
**Date:** April 13, 2015  
**Subject:** USDA Agreement for Goose Management  
**Applicant Presentation:** N/A  
**Staff Presentation:** Brian Alligood, City Manager

**RECOMMENDATION:**

I move that the City Council approve the attached Cooperative Service Agreement with the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) for goose management in accordance with the described work plan in an amount not to exceed \$3,282.00 and to allow the operations on City property.

**BACKGROUND AND FINDINGS:**

There are a large number of geese in and around the Jack’s Creek area including Veterans’ Park and Havens Garden. The amount of fecal matter left by the geese is creating a public health risk and the geese are also causing property damage to grass and erosion of pond/drainage ditch banks. For the past year the City has been employing harassment efforts to minimize the number of geese in the area. This has been done by using a trained dog to run the geese. No feeding signs have been installed, egg oiling will occur and additional environmental methods such as planting of specific vegetation along the banks to deter the geese is being investigated. The City has worked with the USDA to develop these integrated management solutions and has received a depredation permit from the United States Fish and Wildlife Service (USFWS) to lethally take up to 50 geese as part of the overall efforts to reinforce and improve harassment efforts. The USDA will conduct the lethal take operations under the attached Cooperative Service Agreement in an amount not to exceed \$3,282.00. Funds exist in the current budget for this action. Ms. Emily Gaydos, District Supervisor for USDA APHIS WS, is here tonight to answer any technical questions the Council may have.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

Currently Budgeted (Account )  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Cooperative Services Agreement, Integrated Management Suggestions, USFWS Depredation Permit

**COOPERATIVE SERVICE AGREEMENT**  
**Between**  
**CITY OF WASHINGTON**  
**and the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this agreement is to cooperate in a wildlife damage management project, as described in the Work Plan on the next page.

**ARTICLE 2**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS WS and the City of Washington agree:

1. APHIS WS will provide the requested wildlife damage management services.
2. The City of Washington will provide the U.S. Department of Agriculture the sum of \$3,282 to cover the costs as outlined in the Financial Plan. Payment will be made by check payable to "U.S. Department of Agriculture" by a mutually agreed upon date.
3. The City of Washington ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
4. The monies received by APHIS WS will be used for wildlife damage management activities.
5. Nothing in this agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
6. City of Washington certifies that APHIS WS has advised them that there may be private sector service providers available to provide wildlife management services that the City of Washington is seeking from APHIS WS.
7. The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

**ARTICLE 4**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

**ARTICLE 5**

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (FTCA), (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

**ARTICLE 6**

The Agreement shall become effective January 1, 2015 and shall continue in effect until July 31, 2015 or termination of the project. This Agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the City of Washington does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.

Tax Identification Number:

City of Washington  
102 East Second Street  
Washington, NC 27889

USDA-APHIS-Wildlife Services  
6213-E Angus Drive  
Raleigh, NC 27617

Cooperator's Signature

Date

State Director

Date

Employee: \_\_\_\_\_

MIS #: \_\_\_\_\_

Circle One: Rural      Urban

## WORK PLAN

**Wildlife Species:** Canada geese

**Description of Damage:** Canada geese are congregating in the city parks causing concerns for human health and safety and property damage due to large accumulations of droppings. Additionally, their feeding behavior is causing damage to grass and erosion of pond/drainage ditch banks.

**Location:** Washington, NC

**Services Provided:** The City of Washington has employed the use of a harassment dog which conducts goose harassment activities throughout the year. They are also in the process of implementing no feeding policies, installing habitat alterations using vegetation, and will conduct egg oiling. Although these efforts are reducing the damage, there is a small group of geese that are not reacting to the harassment activities. The refusal of these birds to leave the area is significantly reducing the effectiveness of harassment efforts. NC WS is being requested to lethally remove this group of Canada geese to reinforce and improve harassment efforts. NC WS will conduct several site visits to determine the number of geese that will be removed and will conduct up to five visits for removal efforts. The primary methods of removal will be shooting using suppressed firearms and/or trapping and euthanasia. All Canada geese lethally removed will be reported to the USFWS under the Depredation permit issued to the City of Washington.

## FINANCIAL PLAN

Personnel Costs .....	\$1986
Vehicle Fuel .....	\$ 560
Supplies/Equipment .....	\$ 280
Subtotal (Direct Costs) .....	\$2826
Indirect Costs .....	\$ 456
TOTAL .....	\$3282.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed **\$3,282.00**.

### Financial Point of Contact

CITY OF WASHINGTON:

  
<Name to call for billing questions>

  
Phone

APHIS, WS:

Catherine Saunders, Budget Analyst

919-786-4480 x 226

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

**PERMIT REVIEW**

**RENEWAL**

Permit No:

Without Change

<b>1. Name, Address, and Telephone Number</b> Brian Alligood, City Manager City of Washington P.O. Box 1988 Washington, NC 27889  Telephone <input type="checkbox"/> Home <input checked="" type="checkbox"/> Work (252) 975-9319 Fax/Email: (252) 974-6461; balligood@washingtongov.gov		<b>2. Location of Damage</b> Properties owned or managed by City of Washington, NC	
		<b>3. County</b>  Beaufort	<b>4. State</b>  North Carolina
<b>5. RESOURCE/DAMAGE ESTIMATE</b>			
<b>A. Resources Damaged</b> human health and safety, property damage, damage to grass and erosion of pond/drainage ditch banks.		<b>B. Description of Damage</b> human health and safety and property damage due to large accumulations of droppings. Additionally, their feeding behavior is causing damage to grass and erosion of pond/drainage ditch banks.	
<b>6. MIGRATORY BIRD SPECIES</b>		<b>7. PERMIT RECOMMENDATION</b>	
Depredating Species	Number Involved	Take Recommendation	Number Recommended      Methods
1. Canada geese	80-100	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	50      Lethal removal by shooting to reinforce harassment Trap and euthanize during the molt
2.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
4.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8a. PREVIOUS ACTIONS TO ADDRESS PROBLEM AND RESULTS OF THOSE ACTIONS:</b>  Resource owner has used harassment with a trained dog for the past two years. Harassment has been moderately successful but lethal reinforcement is needed to encourage the remaining birds to leave and to remove some that appear injured and may not be able to fly. Resource owner plans to register to conduct egg oiling this year and will be implementing habitat modification using vegetation to reduce access to the water. The City also enforces a no feeding policy.			
<b>8b. COMMENTS:</b>  The City of Washington has been implementing several non-lethal methods, which have helped reduce the damage and the number of geese. However, lethal removal appears to be necessary to reinforce harassment and continue to make it successful.			
<b>9. RECOMMENDED ACTIONS</b>			
Action: <input checked="" type="checkbox"/> Harassment <input checked="" type="checkbox"/> Habitat Alteration <input type="checkbox"/> Husbandry <input checked="" type="checkbox"/> Exclusion <input checked="" type="checkbox"/> Lethal trapping <input checked="" type="checkbox"/> Chemical repellent  <input type="checkbox"/> Capture and relocation <input checked="" type="checkbox"/> Egg/nest destruction <input checked="" type="checkbox"/> Shooting <input type="checkbox"/> Other:			
<b>10A. WS Investigator Name and Address: (Print)</b>  Emily Gaydos 403 Government Circle, Suite 2 Greenville, NC 27834  Telephone Number: 252-902-1755 Email: emily.k.gaydos@aphis.usda.gov		<b>10B. WS Investigator Signature</b>    Date: 12/18/14	

## INTEGRATED MANAGEMENT SUGGESTIONS

If the habitat features that attracted geese to the property remain, it is reasonable to expect that more geese may move into the area over time in the absence of management. WS strongly encourages the use of an Integrated Wildlife Damage Management (IWDM) plan for your property. IWDM is the use of multiple techniques to help alleviate the problem. We therefore recommend that the following methods are continued or implemented at your location:

- Any feeding of geese or other waterfowl by residents, customers, or the public must be discontinued immediately. Signs stating that feeding of waterfowl is prohibited should be posted in public or common areas. Communities are encouraged to adopt agreements, by-laws, or regulations that prohibit the feeding of wildlife.
- Domestic ducks and geese serve as decoys to wild waterfowl, since geese may learn to locate food resources by watching the behavior of other birds. Removal of domestic waterfowl may reduce the extent to which wild waterfowl are attracted to an area, and make enforcement of No Feeding ordinances easier to accomplish. No Federal or State permit is necessary to remove domestic waterfowl, but county and municipal laws and regulations must be followed. Removal techniques must comply with all applicable laws, regulations, or policies.
- Habitat modifications include the alteration of vegetation and bodies of water to remove their attractiveness to geese. Geese are grazers and prefer short, green grass for food. Allow grass to grow longer or plant less attractive vegetation (such as pachysandra, periwinkle and euonymus) so it is unpalatable to the birds. Deterring geese from water bodies can be effective through the use of grid wire systems and fencing on and around the water body. Other habitat deterrents include mylar tape, flagging, balloons and repellents.
- Harassment activities should be implemented immediately when geese first arrive for maximum effectiveness. Harassment may include the use of loud noises, chasing on foot or with vehicles, pyrotechnics, dogs, etc. It is important to be persistent and proactive with harassment efforts to ensure that geese do not become established in large numbers. Please remember to check with your local authorities to ensure that these tools are legal to use in your area.
- To reduce population growth, eggs in Canada goose nests should be treated with corn oil each spring to prevent hatching. Canada geese typically will nest in the same general area each year. Geese nesting on your property may not necessarily molt on your property; therefore, reproductive management should be continued even if a capture was conducted.

- Reduction of the local goose population could be accomplished by capturing and removing geese, pursuant to authorities listed in a Federal/State permit. Resident Canada geese are most easily captured during the molting period when they lose their primary flight feathers, rendering them flightless (mid-late June through early-July). Geese can be captured with netted panel traps during the molt. Once they are captured, geese would be placed into poultry crates and euthanized according to AVMA approved methods.

## OVERPOPULATION

Feeding waterfowl attracts more birds and increases concentrations in areas that may not be capable of naturally supporting large numbers. Also, feeding waterfowl results in a dependency on humans, a loss of natural fear, and an increase in aggressive behavior.



✓ Feeding waterfowl leads to aggressive behaviors.

## HABITAT DEGRADATION

Overcrowding of waterfowl due to feeding can lead to overgrazing and increased fecal deposition. Impacts to the habitat include soil erosion, unsanitary conditions, and a loss of plant life making the landscape undesirable for other species and unsightly for humans.

✓ Some waterfowl species deposit 1 pound of feces per day.



## Observe but do not feed!

### For more information contact:

North Carolina State University  
Fisheries and Wildlife Sciences Program  
Campus Box 7646, Raleigh, NC 27695  
chris\_deperno@ncsu.edu (919) 513-7559

North Carolina Wildlife Resources Commission  
Division of Wildlife Management (919) 707-0050

USDA/APHIS/ North Carolina Wildlife Services  
(866) 487-3297

### Prepared by North Carolina State University Fisheries and Wildlife Sciences Program

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Dr. Chris Moorman, Chris Ayers  
Layout design by Steve Allen

### Developed with support from



### Financial support provided by



# YOU CAN HELP WATERFOWL...



# ...by NOT feeding them

Parks, lakes, reservoirs, and other recreational areas provide great opportunities to enjoy outdoor activities and view wildlife. Traditionally, a favorite pastime for many people has been to feed waterfowl. However, feeding waterfowl may cause water pollution, nutritional deficiencies, disease, overpopulation, and habitat degradation.



Nationwide, resident (non-migratory) populations of waterfowl are increasing. High numbers of waterfowl coupled with human feeding often result in negative interactions between waterfowl and humans.

## 5 Reasons not to feed waterfowl!

- ▶ Water pollution
- ▶ Nutritional deficiencies
- ▶ Disease
- ▶ Overpopulation
- ▶ Habitat degradation

### WATER POLLUTION

High concentration of waterfowl results in more fecal material present in and around water sources. Large concentrations of waterfowl feces lead to poor water quality by reducing oxygen, which negatively impacts human and aquatic life.

✓ **Humans depend on lakes for drinking water and recreation.**



April 13, 2015  
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### NUTRITIONAL DEFICIENCIES

Typically, waterfowl eat roots, shoots, stems, seeds, grain, berries, leaves, insects, and aquatic invertebrates. While people may enjoy feeding waterfowl, it is actually harmful to their health. Common handouts such as bread, crackers, and popcorn do not contain the proper nutrients required by waterfowl and can result in bone deformities, a reduced ability to fly, muscle deterioration, and a lowered life expectancy. When waterfowl are fed, they abandon their search for natural and nutritious foods.

✓ **Waterfowl do not need food from humans to survive.**

### DISEASE

When waterfowl are given food handouts, they begin to concentrate and overpopulate. Higher concentrations of waterfowl and lower nutritional value of food increases the likelihood of disease. Waterfowl are most likely to spread diseases through the deposition of fecal material and bird-to-bird diseases have resulted in large die-offs of waterfowl. Also, bacteria such as *E. coli* may be spread from waterfowl to humans. Children and recreationalists are at risk of contracting an illness as a result of contact with waterfowl feces.

✓ **High concentrations of waterfowl increase the chances for disease transmission.**



## WHAT YOU SHOULD KNOW ABOUT A FEDERAL MIGRATORY BIRD DEPREDATION PERMIT

A federal depredation permit authorizes you to capture or kill birds to reduce damage caused by birds or to protect other interests such as human health and safety or personal property. A depredation permit is intended to provide short-term relief for bird damage until long-term, non-lethal measures can be implemented to eliminate or significantly reduce the problem.

You should review Title 50 parts 10, 13 and 21.41 of the Code of Federal Regulations (CFR) with your application. You are responsible for reviewing and understanding these regulations before you request and accept a permit. These regulations are on our website at: <http://www.fws.gov/permits/ltr/ltr.html>.

### ***1. What is Depredation?***

Depredation is damage or loss caused by birds. Depredation includes agricultural damage, private property damage, threats to human health and safety, and threats to recovery of protected wildlife.

### ***2. What is a Migratory Bird?***

Almost all birds, including their nests and eggs native to the United States are protected under the Migratory Bird Treaty Act (MBTA). Protection is not limited to only individual birds or species that migrate. In this fact sheet, "bird" refers to any bird species protected by the MBTA. A list of protected species is published in the Code of Federal Regulations at 50 CFR 10.13. You can view the list at: [www.fws.gov/permits/SpeciesLists/SpeciesLists.html](http://www.fws.gov/permits/SpeciesLists/SpeciesLists.html). Nonnative species such as European starlings, rock (feral) pigeons, house sparrows, and mute swans as well as upland gamebirds such as grouse, turkey and quail are NOT protected under the MBTA.

### ***3. What activities can I do without a depredation permit?***

You do not need a federal depredation permit to harass or scare birds (except eagles and threatened or endangered species), provided (a) birds are not killed or injured and (b) birds sitting on active nests (nests with eggs or chicks present) are not disturbed to the point that it causes the eggs to not hatch or the chicks to die or become injured.

### ***4. Do I need a federal permit to destroy bird nest?***

A permit is not needed to destroy inactive bird nests, provided the nest is destroyed and not kept. An inactive bird nest is one without eggs or chicks present. The Nest Destruction Migratory Bird Permit Memorandum (MBPM-2; April 15, 2003) provides additional guidance on nest destruction (<http://www.fws.gov/policy/m0208.pdf>).

A permit is required to destroy an active bird nest (one with eggs or chicks present). A permit is also required to disturb or destroy nests of bald eagles or golden eagles and federally threatened or endangered species. A list of threatened or endangered species can be found at [www.fws.gov/permits/SpeciesLists/SpeciesLists.html](http://www.fws.gov/permits/SpeciesLists/SpeciesLists.html).

**5. What is a federal depredation order or control order?**

Depredation and control orders allow the take of specific species of birds for specific purposes without a depredation permit. Make sure you read the depredation or control order very closely before taking birds under it because each has very specific restrictions and conditions that apply. Although a permit is not required, you must report any take conducted under a depredation or control order to be in compliance with the Order and so the Service can monitor potential population impacts. The depredation and control orders in place are listed in the table below.

<b>Regulation</b>	<b>Species</b>	<b>Interest Harmed</b>	<b>States</b>
<a href="#">50 CFR 21.43</a>	Blackbirds, Cowbirds, Grackles, Crows, Magpies	Ornamental shade trees, agricultural crops, livestock, wildlife, when concentrated in such numbers and manner that they are a health hazard or other nuisance	All
<a href="#">50 CFR 21.44</a>	Horned Larks, Golden-crowned, White-crowned and other Crowned Sparrows, House finches	Agriculture, horticulture	CA
<a href="#">50 CFR 21.45</a>	Purple gallinules	Rice	LA
<a href="#">50 CFR 21.46</a>	Scrub Jay, Steller's Jay	Nut Crops	OR, WA
<a href="#">50 CFR 21.47</a>	Double-crested Cormorants	Freshwater Aquaculture, Federal and State fish hatcheries	AL, AR, FL, GA, KY, LA, MN, MS, NC, OK, SC, TN, TX
<a href="#">50 CFR 21.48</a>	Double-crested cormorants	Public resources	AL, AR, FL, GA, IL, IN, IA, KS, KY, LA, MI, MN, MS, MO, NY, NC, OH, OK, SC, TN, TX, VT, WV, WI
<a href="#">50 CFR 21.49</a>	Resident Canada Geese	Public safety at airports and military airfields	Lower 48 States (implemented by States and Tribes)
<a href="#">50 CFR 21.50</a>	Resident Canada Geese (nests and eggs)	People, property, agricultural crops, or other interests	See registration website ( <a href="https://epermits.fws.gov/eRCGR/">https://epermits.fws.gov/eRCGR/</a> )
<a href="#">50 CFR 21.51</a>	Resident Canada Geese	Agriculture	Atlantic, Central, and Mississippi Flyway portions of AL, AR, CO, CT, DE, FL, GA, IL, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NE, NH, NM, NJ, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, VT, VA, WV, WI, WY (implemented by States and Tribes)
<a href="#">50 CFR 21.52</a>	Resident Canada Geese	Human health	Lower 48 States (implemented by States and Tribes)
<a href="#">50 CFR 21.53</a>	Purple swamphens	(Invasive)	All States, Puerto Rico, U.S. Virgin Islands.
<a href="#">50 CFR 21.54</a>	Muscovy Duck	(Invasive)	All States except TX Counties: Hidalgo, Starr, and Sapata

**6. What can I do with a depredation permit?**

A depredation permit is intended to provide short-term relief for bird damage until long-term nonlethal measures can be implemented to eliminate or significantly reduce the problem. A depredation permit authorizes “take” of birds protected under MBTA. Take includes killing birds, trapping birds, egg addling (oiling), and destruction of active nests. Capture or killing of birds cannot be the primary methods used to address depredation and will ONLY be authorized in conjunction with ongoing nonlethal measures.

**7. What are nonlethal measures?**

Nonlethal measures are methods that prevent or minimize bird damage without take (Take includes killing or trapping birds). Methods include harassment (e.g., loud noises, pyrotechnics, propane cannons, scarecrows, dogs, trained raptors), habitat management (e.g., grass management, vegetative barriers, fencing and netting), cultural practices (e.g., seasonal timing, landscape placement), and policies (e.g., no feeding policies). Wildlife Services, part of the USDA, can provide information and expertise about preventing depredation and nonlethal methods. Visit the website: [www.aphis.usda.gov/wildlife\\_damage/](http://www.aphis.usda.gov/wildlife_damage/)

**8. Who can apply for a depredation permit?**

The entity who is (1) experiencing the damage, (2) responsible for compliance with the permit, AND (3) has authority to implement nonlethal measures should apply for the permit. Applicants are most commonly the landowner, occasionally a land manager or resource manager. Private landowners, managers of public lands, State, Tribal, and local governments, and other entities, such as homeowners associations, with legal jurisdiction for the property involved may apply for depredation permits. **Pest control and other contractors may assist permittees in completing an application as well as conducting the work as a subpermittee, but may not apply for the depredation permit.**

**9. What is a Form 37 and what is the role of Wildlife Services?**

Wildlife Services is part of the U.S. Department of Agriculture (USDA) and provides expertise to help resolve wildlife conflicts. They can assess your particular situation and provide recommendations of short-term measures to provide relief from bird damage and long-term measures to help eliminate or significantly reduce the problem. Wildlife Services also provides a “Form 37 Permit Review Form”. This form is required as part of your Depredation Permit application. You must call Wildlife Services (866-487-3297) to obtain a Form 37.

**10. What information do I need to include with my application:**

Your federal depredation permit application will consist of two forms:

- (1) The Service application form 3-200-13, including Section E questions 1-13; and
- (2) The “Form 37 Permit Review Form”. You must call Wildlife Services to obtain this form.

Your application will be considered incomplete and returned if you provide incomplete answers, do not answer all of the questions or provide the information on each of these pages

**11. What is the application fee for a depredation permit?**

The permit application processing fee is \$100 for most permittees. The fee is \$50 for homeowners experiencing damage to their personal residence or property. The application fees are processing fees and nonrefundable, whether or not a permit is issued (50 CFR 13.11(d) (1)).

Government entities (Federal, State, Tribal, municipal) are exempt from the fee. Persons acting on behalf of a government entity are fee exempt provided documentation is submitted with the application. Please clearly state in your application if you consider yourself fee exempt.

**12. Will my permit be restricted to certain methods and species and numbers of birds?**

Yes. Your permit will list the species and numbers of birds you are authorized to take and the method(s) you are authorized to use. You must describe the species and numbers you are requesting to take and the method(s) you propose to use on your application.

**13. May I request to take bald eagles or golden eagles?**

No. Bald eagles and golden eagles receive additional protection under the Bald and Golden Eagle Protection Act. Please use the eagle depredation permit application to apply to take (this includes disturbance, harassment, and/or trap-relocate) bald eagles or golden eagles (<http://www.fws.gov/forms/3-200-16.pdf>).

**14. What are Birds of Conservation Concern and will by permit be restricted for these species?**

The Service periodically publishes a report identifying the migratory and non-migratory bird species (beyond those already designated as federally threatened or endangered) that represent our highest conservation priorities and draw attention to species in need of conservation action. The status of a species listed on the Birds of Conservation Concern (BCC) list is a factor we consider during the application review process. If you are applying to take a species listed on the BCC list, you may be required to submit additional information based on the status of that species. The BCC list can be viewed at <http://www.fws.gov/migratorybirds/currentbirdissues/management/BCC.html>.

**15. Do I have to use nontoxic shot when using a firearm to take birds?**

Yes, you must use nontoxic ammunition for firearms. A list of nontoxic shot can be found in 50 CFR 20.21(j) (<http://www.fws.gov/permits/ltr/ltr.html> select —part 20).

**16. How do I dispose of dead birds?**

Typically, carcasses must be (1) turned over to USDA for official purposes, (2) donated to a public educational or scientific institution, or (3) completely destroyed by burial or incineration. Alternative disposal methods may be requested with appropriate justification.

**17. Do I need any additional permits or other authorizations to conduct depredation activities?**

Some states require a permit in addition to the Federal depredation permit. Additionally, you must comply with local ordinances, such as discharging firearms. This permit does not authorize you to use Federal, State or Tribal lands or other public or private property without appropriate authorization. It is your responsibility to make sure you comply with these requirements.

**18. Where do I submit my depredation permit application?**

Submit your application to the Service Regional Migratory Bird Permit Office that is responsible for the State in which the permitted activity will take place. A list of permit offices, their area of responsibility and contact information is included in the application package.

**19. Will I be required to keep records of my depredation activities? Will they be inspected?**

Yes. You must maintain accurate records of operations on a calendar-year basis of the information required by your permit. By accepting a Federal Depredation permit, you authorize an agent of the Service to enter your premises at any reasonable hour to inspect the wildlife you hold, your books or records. (50 CFR 13.47)

**20. Will I be required to submit an annual report of my depredation activities?**

Yes. You will receive an annual report form from your Regional Migratory Bird Permit Office. The report form can also be found on our website at: <http://www.fws.gov/forms/3-202-9.pdf>. This report must be completed and submitted to your issuing office by the date specified in your permit even if no take activity occurred.

**21. How long is a depredation permit valid for? Can it be renewed?**

Depredation permits may be valid for up to 1 year. Permits may be restricted to less than 1 year depending on the species involved and the nature of the damage being experienced.

Depredation permits can be renewed. You may request renewal by submitting this application form. If we receive your renewal request at least 30 days prior to the expiration of your permit, you may continue the activities authorized under your expired permit until you receive notification of a decision on your renewal request by the Regional Migratory Bird Permit Office. If you allow your permit to expire before requesting renewal, you will no longer be covered for your activity. (50 CFR 13.22 and 13.11(c))

(3-200-13) 5/30/2014



DEPARTMENT OF THE INTERIOR  
 U.S. FISH AND WILDLIFE SERVICE  
 Migratory Bird Permit Office  
 P.O. Box 49208 - Atlanta, GA 30359  
 Tel: 404-679-7070 Fax: 404-679-4180  
 Email: permitsR4MB@fws.gov

2. AUTHORITY-STATUTES  
 16 USC 703-712

REGULATIONS  
 50 CFR Part 13  
 50 CFR 21.41

**FEDERAL FISH AND WILDLIFE PERMIT**

1. PERMITTEE

CITY OF WASHINGTON  
 102 EAST 2ND STREET  
 WASHINGTON, NC 27889

3. NUMBER  
 MB55815B-0

4. RENEWABLE  
 YES  
 NO

5. MAY COPY  
 YES  
 NO

6. EFFECTIVE  
 03/01/2015

7. EXPIRES  
 08/31/2015

8. NAME AND TITLE OF PRINCIPAL OFFICER (If #1 is a business)

MATT RAUSCHENBACH  
 C.F.O.

9. TYPE OF PERMIT

DEPREDATION

10. LOCATION WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED

Properties owned or managed by the City of Washington, within the City limits of Washington, North Carolina - Beaufort County

11. CONDITIONS AND AUTHORIZATIONS:

A. GENERAL CONDITIONS SET OUT IN SUBPART D OF 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CARRIED OUT IN ACCORD WITH AND FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLETE AND TIMELY COMPLIANCE WITH ALL APPLICABLE CONDITIONS, INCLUDING THE FILING OF ALL REQUIRED INFORMATION AND REPORTS.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

D. You are authorized to take 50 Canada geese. Lethal take is not to be the primary means of control. Active hazing, harassment or other non-lethal techniques must continue in conjunction with any lethal take of migratory birds.

E. You may use the following method(s) of take: by shotgun, in accordance with Standard Condition #2, and/or trap and euthanize by a certified wildlife damage control agent.

F. Anyone who takes birds under the authority of this permit must follow the American Veterinary Medical Association Guidelines on Euthanasia ([http://www.avma.org/issues/animal\\_welfare/euthanasia.pdf](http://www.avma.org/issues/animal_welfare/euthanasia.pdf)).

G. The following subpermittees are authorized: any other person who is (1) employed by or under contract to you for the activities specified in this permit, or (2) otherwise designated a subpermittee by you in writing, may exercise the authority of this permit.

H. You and any subpermittees must comply with the attached Standard Conditions for Migratory Bird Depredation Permits. These standard conditions are a continuation of your permit conditions and must remain with your permit.

For suspected illegal activity, immediately contact USFWS Law Enforcement at: 404/763-7959

ADDITIONAL CONDITIONS AND AUTHORIZATIONS ALSO APPLY

12. REPORTING REQUIREMENTS

ANNUAL REPORT DUE: 01/31

You must submit a report to your Regional Migratory Bird Permit Office, even if you had no activity. Report form is at: [www.fws.gov/forms/3-202-9.pdf](http://www.fws.gov/forms/3-202-9.pdf).

ISSUED BY

*Carmen P. Somerton*

TITLE

CHIEF, MIGRATORY BIRD PERMIT OFFICE - REGION 4

DATE

02/20/2015



## Standard Conditions Migratory Bird Depredation Permits 50 CFR 21.41

All of the provisions and conditions of the governing regulations at 50 CFR part 13 and 50 CFR part 21.41 are conditions of your permit. Failure to comply with the conditions of your permit could be cause for suspension of the permit. The standard conditions below are a continuation of your permit conditions and must remain with your permit. If you have questions regarding these conditions, refer to the regulations or, if necessary, contact your migratory bird permit issuing office. For copies of the regulations and forms, or to obtain contact information for your issuing office, visit: <http://www.fws.gov/migratorybirds/mbpermits.html>.

1. To minimize the lethal take of migratory birds, you are required to continually apply non-lethal methods of harassment in conjunction with lethal control.  
*[Note: Explosive Pest Control Devices (EPCDs) are regulated by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF). If you plan to use EPCDs, you require a Federal explosives permit, unless you are exempt under 27 CFR 555.141. Information and contacts may be found at [www.atf.gov/explosives/how-to/become-an-fel.htm](http://www.atf.gov/explosives/how-to/become-an-fel.htm).]*
2. Shotguns used to take migratory birds can be no larger than 10-gauge and must be fired from the shoulder. You must use nontoxic shot listed in 50 CFR 20.21(j).
3. You may not use blinds, pits, or other means of concealment, decoys, duck calls, or other devices to lure or entice migratory birds into gun range.
4. You are not authorized to take, capture, harass, or disturb bald eagles or golden eagles, or species listed as threatened or endangered under the Endangered Species Act found in 50 CFR 17, without additional authorization.

For a list of threatened and endangered species in your state, visit the U.S. Fish and Wildlife Service's Threatened and Endangered Species System (TESS) at: <http://www.fws.gov/endangered>.

5. If you encounter a migratory bird with a Federal band issued by the U.S. Geological Survey Bird Banding Laboratory, Laurel, MD, report the band number to 1-800-327-BAND (2263) or <http://www.reportband.gov>.
6. This permit does not authorize take or release of any migratory birds, nests, or eggs on Federal lands without additional prior written authorization from the applicable Federal agency, or on State lands or other public or private property without prior written permission or permits from the landowner or custodian.
7. Unless otherwise specified on the face of the permit, migratory birds, nests, or eggs taken under this permit must be:
  - (a) turned over to the U.S. Department of Agriculture for official purposes, or
  - (b) donated to a public educational or scientific institution as defined by 50 CFR 10, or
  - (c) completely destroyed by burial or incineration, or
  - (d) with prior approval from the permit issuing office, donated to persons authorized by permit or regulation to possess them.

(page 1 of 2)

8. A subpermittee is an individual to whom you have provided written authorization to conduct some or all of the permitted activities in your absence. Subpermittees must be at least 18 years of age. As the permittee, you are legally responsible for ensuring that your subpermittees are adequately trained and adhere to the terms of your permit. You are responsible for maintaining current records of who you have designated as a subpermittee, including copies of designation letters you have provided.
9. You and any subpermittees must carry a legible copy of this permit, *including these Standard Conditions*, and display it upon request whenever you are exercising its authority.
10. You must maintain records as required in 50 CFR 13.46 and 50 CFR 21.41. All records relating to the permitted activities must be kept at the location indicated in writing by you to the migratory bird permit issuing office.
11. Acceptance of this permit authorizes the U.S. Fish and Wildlife Service to inspect any wildlife held, and to audit or copy any permits, books, or records required to be kept by the permit and governing regulations.
12. You may not conduct the activities authorized by this permit if doing so would violate the laws of the applicable State, county, municipal or tribal government or any other applicable law.

(DPRD - 12/3/2011)

(page 2 of 2)



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Brian Alligood, City Manager  
**Date:** April 13, 2015  
**Subject:** Rachel J. Midgette Deed Release  
**Applicant Presentation:** N/A  
**Staff Presentation:** Brian Alligood, City Manager

### RECOMMENDATION:

I move that the City Council approve the attached "Agreement to Extinguish and Terminate Deed Restrictions" regarding the property, commonly referred to as "Old City Hall", conveyed to Rachel J. Midgette through an upset bid process on August 27, 2014.

### BACKGROUND AND FINDINGS:

On August 27, 2014, the City Council conveyed, through an upset bid process, the property commonly referred to as "Old City Hall" to Rachel J. Midgette. The special warranty deed conveying the property and recorded in Deed Book 1852, Page 888 of the Beaufort County Registry contains certain deed restrictions as agreed upon by the parties. Upon completion of the rehabilitation of the property and the issuance of a Certificate of Occupancy, the deed required the parties to terminate certain agreed upon restrictions as outlined in the deed. The rehabilitation of the property has been completed and a Certificate of Occupancy has been issued. This Council action will extinguish and terminate the agreed upon restrictions. A copy of the special warranty deed is attached for review along with the agreement to terminate the restrictions.

### PREVIOUS LEGISLATIVE ACTION

August 27, 2014 conveyance of property by upset bid process

### FISCAL IMPACT

Currently Budgeted (Account )  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Agreement to Extinguish and Terminate Deed Restrictions, Special Warranty Deed recorded in Deed Book 1852, Page 888 of the Beaufort County Registry

City Manager Review: but Concur  Recommend Denial  No Recommendation 4/13/15 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 AGREEMENT TO EXTINGUISH AND TERMINATE DEED RESTRICTIONS** is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2015, by the CITY OF WASHINGTON ("City"), a municipal corporation of the State of North Carolina, whose address is P.O. Box 1988, Washington, North Carolina 27889, and RACHEL J. MIDGETTE ("Midgette"), whose address is 322 Post Road, Bath, North Carolina 27808.

**RECITALS**

WHEREAS, on August 27, 2014, the City conveyed to Midgette (may be collectively referred to as "parties") that certain property more particularly described in that deed recorded in Deed Book 1852, Page 888 of the Beaufort County Registry.

WHEREAS, said deed contains certain terms, provisions, conditions, covenants, and requirements ("Deed Restrictions") agreed upon by the parties concerning said property.

WHEREAS, upon completion of the Rehabilitation and the issuance of a Certificate of Occupancy as more particularly defined and described therein, said deed required the parties to enter, execute, and record in the Beaufort County Registry a written agreement to extinguish and terminate the Deed Restrictions of subsection a and subsections c-n (excepting subsection b) of Section 3, including but not limited to the option to repurchase and first right of refusal described therein.

WHEREAS, said Rehabilitation has been completed and said Certificate of Occupancy has been issued.

**WITNESSETH**

NOW, THEREFORE, the parties, and the City, do hereby extinguish and terminate the Deed Restrictions of subsection a and subsections c-n (excepting subsection b) of Section 3 of said deed, including but not limited to the option to repurchase and first right of refusal described therein.

IN WITNESS WHEREOF, the CITY OF WASHINGTON, a municipal corporation, has caused this instrument to be executed in its name by its Mayor, attested by its City Clerk, and affixed with its corporate seal, all by proper corporate authority duly given, and RACHEL J. MIDGETTE, intending to be legally bound hereby, has caused this instrument to be executed this the day and year first above written.

**CITY OF WASHINGTON**

ATTEST:

\_\_\_\_\_  
CYNTHIA S. BENNETT, City Clerk

By: \_\_\_\_\_ (SEAL)  
JAY MACDONALD HODGES, Mayor

\_\_\_\_\_  
RACHEL J. MIDGETTE

**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 the 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 JAY MACDONALD HODGES, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT**

I, the undersigned Notary Public of the County and State aforesaid, do hereby certify that RACHEL J. MIDGETTE personally came before me this day and acknowledged the due execution of the foregoing instrument for the purposes and intents therein expressed.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

PK 1852 PG 888

FOR REGISTRATION REGISTER OF DEEDS  
Jennifer Lessett Whitehurst  
Beaufort County, NC  
August 27, 2014 01:58:59 PM  
Book 1852 Page 888-892  
FEE: \$26.00  
INSTRUMENT # 2014003828



INSTRUMENT # 2014003828

BEAUFORT COUNTY LAND RECORDS

ROUTING FORM 41491  
KMA 8-22-14  
Land Records Official 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

NO REAL ESTATE  
TAX PAID

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and entered into this the 27<sup>th</sup> day of August, 2014, by the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, Grantor, whose address is: 102 East 2<sup>nd</sup> Street, Washington, North Carolina 27889, and, and to RACHEL J. MIDGETTE, Grantee, whose address is: 322 Post Road, Bath, NC 27808.

WITNESSETH

Grantor, pursuant to North Carolina General Statute § 160A-269 and for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it paid by the Grantee, the receipt whereof and legal sufficiency of which is acknowledged, has given, granted, bargained, sold and does hereby convey unto the Grantee that certain tract or parcel of land lying and being in the City of Washington, County of Beaufort, North Carolina, commonly known as 126 North Market Street, Washington, North Carolina and more particularly described as follows.

BEGINNING at an X cut in concrete, said X being more particularly located by beginning at US Coast and Geodetic Station "Z-25" and running therefrom South 60° 30' 10" West 240.44 feet to an X in concrete, the point and place of beginning. Thence from said beginning point so located South 41° 30' 00" West 42.24 feet to a nail set in a common wall between the property described herein and the property now or formerly owned by Gregory M. Ward; thence with the centerline of said wall and continuing North 47° 51' 48" West 101.94 feet to an iron rebar; thence North 42° 01' 15" East 41.29 feet to a magnetic nail; thence

THE GRANTOR HEREIN STATES THAT THE PROPERTY DESCRIBED IN THIS DEED IS \_\_\_\_\_  
OR IS NOT X ITS PRINCIPAL RESIDENCE. (Please initial correct blank)

NO TITLE WORK REQUESTED OR PERFORMED BY  
RODMAN, HOLSCHER, PECK & EDWARDS, P.A.

South 48° 23' 55" East 101.56 feet to an X cut in concrete, the point and place of beginning and being the same property as shown on that certain survey by Waters Surveying, Inc. dated May 29, 2009 and being that same property deeded to the City of Washington by deed dated October 7, 2009 recorded in Book 1699, Page 981, Beaufort County Registry, to which survey and deed reference is herein made for a more complete and adequate description.

TO HAVE AND TO HOLD the same (hereinafter referred to as the "Property"), together with all and singular, the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee, its successors and assigns, subject, however, to the following.

1. 2014 Beaufort County Ad Valorem taxes.
2. Such easements, rights-of-way and restrictions of record in the Beaufort County Registry.
3. Grantee shall comply with the following terms, provisions, conditions, covenants, and requirements entered into by and between the parties hereto, which terms, provisions, conditions, covenants, and requirements shall be covenants of this deed and this conveyance, running with the land until such time as the same may be terminated as provided for herein.
  - a. Grantee shall rehabilitate (hereinafter referred to as the "Rehabilitation") and put to use, the structure located upon the Property within forty-eight (48) months of the day and year first above written.
  - b. Among other things, Grantee shall comply with the zoning ordinance for the City of Washington, North Carolina, including but not limited to those provisions governing the Historic District, the Historic Preservation Commission, and the Historic Preservation Commission design guidelines, as the same may be amended. Notwithstanding anything herein to the contrary, this provision (subsection b) shall survive any termination provided for herein.
  - c. Grantee shall submit an application for a Certificate of Appropriateness for the Rehabilitation to the Historic Preservation Commission within six (6) months of the day and year first above written.
  - d. Grantee shall submit an application for a building permit and an application for any other approval or permit required for the Rehabilitation within three (3) months of the date the Certificate of Appropriateness is approved.
  - e. Grantee shall begin the Rehabilitation within six (6) months of the date the building permit is approved.
  - f. Grantee shall complete the Rehabilitation and all work authorized by the Certificate of Appropriateness, building permit, and any other approval or permit required for the Rehabilitation within twenty-four (24) months of the date said work begins.
  - g. During the timeframe outlined above, and until the Rehabilitation is complete and a Certificate of Occupancy is issued, Grantee shall not permit, suffer, or allow any mortgage, loan or other lien whatsoever to be held by any mortgagee or other lien holder against the Property and will not enter or be a party to any type of financing, transaction, or other relationship that would result in a lien against the Property except for a construction loan approved by the City Manager of the City of Washington that allows periodic withdrawals based upon completion of the work in furtherance of the Rehabilitation as well as the Certificate of Appropriateness, building permit and any other approval or permit required for the Rehabilitation.
  - h. Any repairs to said structure that would require a Minor Works Certificate of

Appropriateness, or any repairs that are required to stabilize or protect said structure and that do not require a Certificate of Appropriateness but would require a building permit or other formal approval or permit, may be made after securing the appropriate permits or approvals and may be done in parallel with the overall schedule as well as timeframe outlined herein and shall not constitute a violation hereof or cause an acceleration of said schedule or timeframe.

i. In the event of a violation of any term, provision, condition, covenant, or requirement of this deed, Grantor then shall have an option to repurchase the Property, provided Grantor shall provide Grantee written notice of the nature of the violation and Grantee shall not have corrected the same within ninety (90) days next following the date of said notice. The repurchase of the Property by Grantor pursuant to the exercise of the option retained hereby shall be for a repurchase price equal to the original purchase price paid by the Grantee to the Grantor for this Property, plus any verified and documented amount that has been drawn down by Grantee on any construction loan authorized by the City Manager and utilized in furtherance of the Rehabilitation, plus any other documented and verifiable costs of materials and third party labor (that were not satisfied from the funds of any construction loan) that were used in furtherance of the Rehabilitation and that are accepted and approved by the City Manager in his reasonable discretion. The closing for said repurchase shall occur within sixty (60) days of the expiration of said ninety (90) day period.

j. As further consideration for this conveyance, Grantee hereby conveys to Grantor the following first right of refusal. In the event of any contemplated sale of the Property or any portion thereof by Grantee or any successor in title thereto, first right of refusal as to any bona fide offer to purchase must be given to Grantor, its successors or assigns. If Grantor decides to exercise this first right of refusal, it shall notify the then owner of its willingness to purchase the Property within sixty (60) days of its actual receipt of the written notice of such bona fide offer. In the event Grantor exercises its first right of refusal, Grantor shall be entitled to purchase the entire Property and the purchase price shall be the amount provided for in the preceding paragraph i. Failure of Grantor to notify the then owner of its intention to exercise its first right of refusal within such sixty (60) day period shall free the then owner to sell the Property pursuant to the bona fide offer.

k. With the exception of subsection b of this Section 3, these terms, provisions, conditions, covenants, and requirements, including any one or more of them, may be extinguished only by written agreement executed by the then current owner of the Property and Grantor, its successors or assigns, and recorded in the Beaufort County Registry or by judicial proceedings. Within sixty (60) days of the completion of the Rehabilitation and the issuance of a Certificate of Occupancy, the then current owner of the Property and Grantor, its successors and assigns, shall enter, execute, and record in the Beaufort County Registry a written agreement to extinguish and terminate the terms, provisions, conditions, covenants, and requirements of subsection a and subsections c-n (excepting subsection b) of this Section 3, including but not limited to the option to repurchase and first right of refusal herein described.

l. Grantee hereby covenants to fulfill the terms, provisions, conditions, covenants, and requirements herein and the same shall be covenants and restrictions running with the land, which shall bind Grantee, Grantee's administrators, successors and assigns, unless and until the same are terminated consistent herewith.

m. Grantee agrees for Grantee's administrators, successors and assigns, that, in the event the Property is sold or otherwise disposed of, the terms, provisions, conditions, covenants and requirements contained herein will be covenants running with the land unless and until the same are terminated consistent herewith.

n. By virtue of Grantee's signature below and the acceptance as well as recordation of this conveyance and deed, Grantee agrees to be bound by and/or perform all of the terms, provisions, conditions, covenants, and requirements contained herein unless and until the same are terminated consistent herewith.

By virtue of Grantee's signature below and the acceptance as well as recordation of this conveyance and deed, Grantee agrees to be bound by and/or perform all of the terms, provisions, conditions, covenants, and requirements contained herein.

Grantor covenants with the Grantee that it has done nothing to impair such title as said Grantor received, and it will warrant and defend the title against the lawful claims of all persons claiming by, under or through said Grantor.

IN WITNESS WHEREOF, 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 hereunto affixed, all by proper corporate authority duly given, and Grantee, intending to be legally bound hereby, has caused this instrument to be executed this the day and year first above written.



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

CITY OF WASHINGTON

BY: *Jay MacDonald Hodges* (Seal)  
Jay MacDonald Hodges, Mayor

GRANTEE

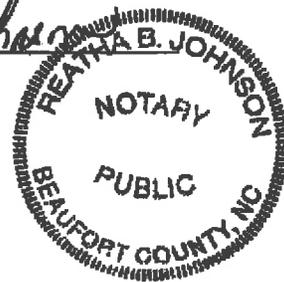
*Rachel J. Midgette*  
RACHEL J. MIDGETTE

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, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 25 day of August, 2014.

Reatha B. Johnson  
NOTARY PUBLIC



My Commission expires: 12/14/2014

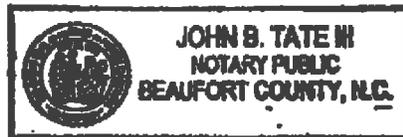
STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

I, John B. Tate III, a Notary Public of the County and State aforesaid, certify that RACHEL J. MIDGETTE personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the 27<sup>th</sup> day of August, 2014.

John B. Tate III  
NOTARY PUBLIC

My Commission expires: 9/3/2014



John Tate III/aw



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Brian Alligood, City Manager  
**Date:** April 13, 2015  
**Subject:** Execute WHA Guaranty Agreement & Approve/ Execute Release from Deed of Trust for Lots 30, 31, 63, 82 in Northgate Subdivision  
**Applicant Presentation:** N/A  
**Staff Presentation:** Brian Alligood

### RECOMMENDATION:

I move that City Council approve and authorize the Mayor to execute a Guaranty Agreement with the Washington Housing Authority and the Release from Deed of Trust for Lots 30, 31, 63, and 82 in the Northgate Subdivision in support of the Washington Housing Inc. CDBG grant.

### BACKGROUND AND FINDINGS:

The existing Legally Binding Commitment and Promissory note for the CDBG 09-C-2050 affordable housing grant is with Washington Housing Inc. and a Guaranty Agreement with Washington Housing Authority solidifies the City's position should a claw back condition arise as the grant is set to expire September 30, 2015. Four homes remain in the satisfaction of the grant commitment with closing anticipated on one of these homes within the next 30 days. The deed releases will be tendered by the City attorney to WHI upon staffs receipt of LMI qualification and \$6,000/lot deposit in the City's attorney's trust account.

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  
 No Fiscal Impact

### SUPPORTING DOCUMENTS

Guaranty Agreement  
Deed of Trust Releases for Lots 30, 31, 63, and 82

City Manager Review: but Concur  April 13, 2015  
 Recommendation Denial  No Recommendation  
4/13/15 Date Page 118 of 140

## GUARANTY AGREEMENT

**THIS GUARANTY AGREEMENT**, is made this 6<sup>th</sup> day of April, 2015 (the "Guaranty"), is given by the **WASHINGTON HOUSING AUTHORITY**, a public body and a body corporate and politic existing under the laws of the State of North Carolina (the "Guarantor"), to the **CITY OF WASHINGTON**, a municipal corporation existing under the laws of the State of North Carolina (the "Lender"), for the purpose of guaranteeing the indebtedness and obligations of **WASHINGTON HOUSING NONPROFIT, INC. d/b/a WASHINGTON HOUSING INCORPORATED**, a nonprofit corporation existing under the laws of the State of North Carolina (the "Borrower").

### WITNESSETH

**WHEREAS**, Lender received a Community Development Block Grant-Housing Development (hereinafter referred to as "Grant") in the amount of \$227,700.00 from the North Carolina Department of Commerce, Division of Community Assistance (hereinafter referred to as "CA"). The purpose of the Grant is to provide funds for acquisition, development, construction, and conveyance of thirteen (13) stick built homes specifically for and to low to moderate income individuals and/or households (hereinafter referred to as "LMI") within the time period allowed by the Grant and/or CA, which Grant, as modified, amended, and extended, is incorporated herein by reference as if fully set forth.

**WHEREAS**, Lender has made a loan (the "Loan") of up to \$227,700.00 to Borrower pursuant to the terms and conditions of a Promissory Note dated April 5, 2011 in the original amount of \$227,700.00 (the "Lender Note"), which Lender Note is incorporated herein by reference as if fully set forth, and entered into a Legally Binding Commitment (hereinafter referred to as "LBC") with Borrower dated November 18, 2010 to secure Borrower's performance of certain obligations, including but not limited to compliance with the terms of the Grant, which LBC is incorporated herein by reference as if fully set forth. Said Loan is secured by a first lien Deed of Trust (the "Lender Deed of Trust") dated April 7, 2011 that encumbers the real property (lots) that have been purchased by Borrower with Grant funds and is recorded in Deed Book 1749, Page 675 of the Beaufort County Registry, which Lender Deed of Trust is incorporated herein by reference as if fully set forth.

**WHEREAS**, Borrower and Lender have received certain modifications and extensions of the Grant. Among other things, CA 1) capped Grant related expenditures at \$185,718.62; 2) de-obligated the balance of the Grant funds; 3) reduced the required number of housing units to be constructed, conveyed and occupied by LMI from 13 to 10; 4) extended the performance extension deadline of the Grant to September 30, 2015; and 5) required and/or will require, in the event of non-performance of the Grant, Lender to reimburse to the Department of Commerce \$18,572.00 per housing unit not constructed, conveyed, and occupied by LMI on or before September 30, 2015.

**WHEREAS**, Lender anticipates CA will accept six previous conveyances made by Borrower as qualifying conveyances under the Grant which should avoid \$111,432.00 in

potential reimbursement by Lender to CA. If said six previous conveyances are accepted as qualifying conveyances by CA, Lender's potential reimbursement to CA under the Grant should be reduced to \$74,288.00. In addition, Borrower has deposited \$24,000.00 of the proceeds from some of the aforementioned previous conveyances with Lender's counsel, which further reduces Lender's "unfunded" potential reimbursement to CA to \$50,288.00.

**WHEREAS**, Borrower intends to convey four additional lots that were purchased by Borrower with Grant funds to LMI before September 30, 2015; however, due to certain financing and lending constraints, homes will not be constructed on those four lots until after those four lots are conveyed by Borrower to the respective LMI. Therefore, it is uncertain, and beyond Lender's control, whether homes will be constructed on those four lots by September 30, 2015. If homes are not constructed on those four lots by September 30, 2015, CA may not accept the conveyances of those four lots, or any one of them, as qualifying conveyances under the terms of the Grant, resulting in Lender being responsible for reimbursement to CA of up to \$74,288.00 as more specifically described hereinabove.

**WHEREAS**, Lender's only security for, and source to fund, any such reimbursement that may be required by CA is the remaining four lots that were purchased by Borrower with Grant funds and secured by the Lender Deed of Trust. For this reason, Lender is reluctant to release the aforementioned four lots from the Lender Deed of Trust.

**WHEREAS**, Borrower will need a release from Lender's Deed of Trust prior to conveying any of said remaining four lots to LMI.

**WHEREAS**, as of the date hereof, Borrower is a wholly owned subsidiary of Guarantor and/or Guarantor, directly or indirectly, has an ownership or management interest in Borrower.

**WHEREAS**, without this Guaranty, Lender would be unwilling to continue said Loan or release the aforementioned four lots from Lender's Deed of Trust.

**WHEREAS**, because of the direct benefit to Guarantor from the Loan to Borrower and said releases from Lender, Guarantor has agreed to guarantee to Lender the indebtedness and obligations of Borrower as more specifically set forth herein.

**WHEREAS**, all of the definitions used in the Grant, Lender Note, LBC, and Lender Deed of Trust are hereby incorporated herein by reference and shall have the same meaning set forth therein unless otherwise defined herein.

**NOW, THEREFORE**, in consideration of Lender continuing the Loan with Borrower, releasing the aforementioned four lots from the Lender Deed of Trust, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Lender and Guarantor mutually agree as follows.

1. **Guaranty of Payment.** Guarantor hereby expressly acknowledges that it has previously informally committed to reimburse Lender for any amount Lender is required to reimburse CA under the terms of the Grant. In addition to but not limiting the foregoing, Guarantor hereby unconditionally formally guarantees to Lender the payment and performance,

when due, by acceleration or otherwise, of the Indebtedness. For the purposes hereof, the term "Indebtedness" shall include any and all indebtedness and obligations of Borrower to Lender, including without limitation, all principal, interest, fees and expenses, evidenced by the Lender Note, the Loan and the Lender Deed of Trust, or arising in connection with the Loan, whether existing now or arising hereafter, as such Indebtedness may be modified, extended or renewed from time to time. The guaranty of Guarantor as set forth in this paragraph 1 is a guaranty of payment and not of collection. Without limiting the foregoing, Indebtedness shall include any amount of reimbursement CA requires from Lender under the Grant.

(a) **Limitation of Guaranty.** This Guaranty is a limited, unconditional, and continuing guarantee. Notwithstanding anything contained in this Guaranty to the contrary, Guarantor's maximum aggregate liability from time to time under this formal Guaranty shall not exceed the sum of (a) an amount equal to \$50,288.00; plus (b) all interest, late charges, prepayment penalties and other sums payable from time to time on the Indebtedness; plus (c) all costs and expenses of (i) the collection of the Indebtedness, (ii) enforcement of this Guaranty, and (iii) the collection and disposition of any collateral which secures or may hereafter secure all or any portion of the Indebtedness and/or this Guaranty. The above specific amount (\$50,288.00) shall be reduced by the amount of any subsequent deposit that is received by Lender or Lender's counsel from Borrower.

2. **Subordination.** Any indebtedness of Borrower to Guarantor now or hereafter existing, together with any interest thereon, shall be, and such indebtedness is hereby, deferred, postponed and subordinated to the Indebtedness.

3. **Release of Collateral, Parties Liable, etc.** Guarantor agrees that the whole or any part of the security now or hereafter held for the Indebtedness may be exchanged, compromised, or surrendered from time to time; that Lender shall have no obligation to protect, perfect, secure or insure any such security interests, liens or encumbrances now or hereafter held for the Indebtedness or the properties subject thereto; that the time or place of payment of the Indebtedness may be changed or extended, in whole or in part, to a time certain or otherwise, and may be renewed or accelerated, in whole or in part; that Borrower may be granted indulgences generally; that any of the provisions of the Loan, the Lender Note, or any other documents executed in connection with this transaction, may be modified, amended or waived; that any party liable for the payment thereof may be granted indulgences or released; that the bankruptcy of Borrower or other obligor shall not affect the continuing obligation of Guarantor; and that any deposit balance for the credit of Borrower or any other party liable for payment of the Indebtedness, or liable upon the security therefor, may be released, in whole or in part, at, before, and/or after the stated, extended, or accelerated maturity of the Note; all without notice to or further assent by Guarantor, who shall remain bound thereon, notwithstanding any such exchange, compromise, surrender, extension, renewal, acceleration, modification, indulgence or release.

4. **Waiver of Rights.** Guarantor expressly waives: (a) notice of acceptance of this Guaranty by Lender and of all extensions of credit to Borrower by Lender; (b) presentment and demand for payment of any of the Indebtedness; (c) protest and notice of dishonor or of default to Guarantor or to any other party with respect to the Indebtedness or with respect to any security therefor; (d) notice of Lender obtaining, amending, substituting for, releasing, waiving or

modifying any security interest, liens, or encumbrances now or hereafter securing the Indebtedness, or Lender's subordinating, compromising, discharging or releasing such security interests, liens or encumbrances; (e) demand for payment under this Guaranty; (f) all other notices to which Guarantor might otherwise be entitled; (g) any right or benefit of law, including but not limited to NCGS § 26-7 or its successor, for stay or delay of pursuit of demand or other remedies hereunder until all collateral has been sold or judgment has been obtained against Borrower or any other party liable for the Note, whether directly or indirectly; and (h) any right to assert against Lender, as a defense, counterclaim, set-off, or cross-claim any defense (legal or equitable) of set-off, counterclaim or claim which Guarantor may now or hereafter have against Lender or Borrower, but such waiver shall not prevent Guarantor from asserting against Lender in a separate action, any claim, action, cause of action, or demand that Guarantor might have, whether or not arising out of this Guaranty.

5. **Primary Liability of Guarantor.** Guarantor agrees that this Guaranty may be enforced by Lender without the necessity at any time of resorting to or exhausting any other security or collateral and without the necessity at any time of having recourse to the Lender Note or the property secured by the Lender Deed of Trust, through foreclosure proceedings under the Lender Deed of Trust or otherwise, and Guarantor hereby waives any rights to require Lender to proceed against Borrower, or to require Lender to pursue any other remedy or enforce any other right, including any and all rights under NCGS § 26-7 through § 26-9 or its successor. Guarantor further agrees that he shall have no right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security for the debts and obligations of Borrower to Lender, until the Indebtedness has been fully and finally paid. In addition, Guarantor hereby waives and renounces any and all rights he has or may have for subrogation, indemnity, reimbursement or contribution against Borrower for amounts paid under this Guaranty, until the Indebtedness has been fully and finally paid. This waiver is expressly intended to prevent the existence of any claim in respect to such reimbursement by Guarantor against the estate of Borrower within the meaning of Section 101 of the Bankruptcy Code, and to prevent Guarantor from constituting a creditor of Borrower in respect of such reimbursement within the meaning of Section 547(b) of the Bankruptcy Code in the event of a subsequent case involving Borrower. Guarantor further agrees that nothing contained herein shall prevent Lender from suing on the Lender Note or foreclosing the Lender Deed of Trust, or from exercising any other rights available to him under the Lender Note, the Lender Deed of Trust or the Loan, or any other instrument of security if neither Borrower nor Guarantor timely perform the obligations of Borrower thereunder, and the exercise of any of the aforesaid rights and the completion of any foreclosure proceedings shall not constitute a discharge of Guarantor's obligations hereunder; it being the purpose and intent of Guarantor that his obligations hereunder shall be absolute, independent and unconditional under any and all circumstances. Neither the obligations of Guarantor under this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by an impairment, modification, change, release or limitation of the liability of Borrower, or by reason of Borrower's bankruptcy or insolvency. Guarantor acknowledges that the term "Indebtedness" as used herein includes any payments made by Borrower to Lender and subsequently recovered by Borrower or a trustee for Borrower pursuant to Borrower's bankruptcy or insolvency. At any time Lender is entitled to exercise its remedies hereunder, it may in its discretion elect to demand payment or performance. In the event Lender elects to demand performance, it shall at all times thereafter have the right to demand payment until all of the Indebtedness has been paid in full. In the event Lender elects to

demand payment, it shall at all times thereafter have the right to demand performance until all of the Indebtedness has been paid in full.

6. **Attorneys' Fees and Costs of Collection.** If at any time or times hereafter Lender employs counsel to pursue collection, to intervene, to sue for enforcement of the terms hereof or of the Note, or to file a petition, complaint, answer, motion or other pleading in any suit or proceeding relating to this Guaranty or the Lender Note, then in such event, all of the reasonable attorneys' fees relating thereto shall be an additional liability of Guarantor to the Lender, payable on demand. As used in this Guaranty and the other Loan Documents, the term "reasonable attorneys' fees" shall mean those attorneys' fees actually incurred by attorneys selected by Lender, at their customary and normal billing rates, as opposed to any statutory presumption that may then be in effect in the State of North Carolina.

7. **Security Interests and Setoff.** As security for Guarantor's obligations hereunder, Guarantor agrees that in the event he fails to pay his obligations hereunder when due and payable under this Guaranty, Lender shall have the right, immediately and without further action by it, to set off against the Indebtedness all money owed by Lender in any capacity to Guarantor, whether or not due, and Lender shall be deemed to have made a charge against any such money immediately upon the occurrence of such obligation becoming due even though such charge is made or entered on the books of Lender subsequent thereto.

8. **Term of Guaranty; Warranties.** This Guaranty shall continue in full force and effect until the Indebtedness is fully paid, performed and discharged. This Guaranty covers the Indebtedness whether presently outstanding or arising subsequent to the date hereof including all amounts advanced by Lender in stages or installments. Guarantor warrants and represents to Lender: (i) it is duly organized and legally existing in good standing in the State of North Carolina with full power and authority to enter into, execute, deliver and perform this Guaranty; (ii) the director, officer, manager or partner who has signed this Guaranty has full power and authority to do so on behalf of Guarantor; (iii) the execution, delivery and performance of this Guaranty does not and will not violate the terms of its charter, articles of incorporation, by-laws, partnership agreement, articles of organization, operating agreement or other organizational document as may be applicable; (iv) this Guaranty is binding upon and enforceable against Guarantor, in accordance with its terms; (v) the execution and delivery of this Guaranty do not violate or constitute a breach of any agreement to which Guarantor is a party or of any applicable laws; and (vi) there is no litigation, claim, action or proceeding pending, or, to the best knowledge of Guarantor, threatened against Guarantor that would materially adversely affect the financial condition of Guarantor or his ability to fulfill his obligations hereunder. Guarantor agrees to furnish financial information to Lender from time to time at the request of Lender and to promptly inform Lender of the adverse determination of any litigation, claim, action or proceeding or the institution of any litigation, claim, action or proceeding against Guarantor which does or could materially adversely affect the financial condition of Guarantor or his ability to fulfill his obligations hereunder. This Guaranty is binding on and enforceable against Guarantor and his heirs, personal representatives, and executors. Notwithstanding anything herein to the contrary, this Guaranty shall remain in force and effect until such time as CA confirms, in writing, to Lender that said Grant has been closed out and any obligation, including any reimbursement obligation, of Lender to CA has been fulfilled.

person. Guarantor expressly waives notice of transfer or assignment of the Indebtedness, or any part thereof, or of the rights of Lender hereunder. Failure to give notice will not affect the liabilities of Guarantor hereunder.

15. **Application of Payments.** Lender may apply any payments received by it from any source against that portion of the Indebtedness (principal, interest, court costs, attorneys' fees or other) in such priority and fashion as it may deem appropriate.

16. **Notices.** All notices required to be given hereunder shall be in writing and shall be deemed served at the earlier of (i) receipt or (ii) forty-eight (48) hours after deposit in registered, certified or first-class United States mail, postage prepaid, and addressed to the parties at the following addresses, or such other addresses as may from time to time be designated by written notice given as herein required:

to the Guarantor:

Marc A. Recko, Executive Director  
Washington Housing Authority  
809 Pennsylvania Ave.  
Washington, NC 27889

to the Lender:

Brian Alligood, City Manager  
City of Washington  
102 E. 2<sup>nd</sup> St.  
Washington, NC 27889

Personal delivery to a party or to any officer, partner, agent or employee of such party at its address herein shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Notwithstanding the foregoing, no notice of change of address shall be effective until the date of receipt thereof. This paragraph 16 shall not be construed in any way to affect or impair any waiver of notice or demand herein provided or to require giving of notice or demand to or upon Guarantor in any situation or for any reason.

17. **Governing Law.** This Guaranty shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the internal laws and judicial decisions of the State of North Carolina. Guarantor and Lender agree that any dispute arising out of this Guaranty shall be subject to the exclusive jurisdiction of the Superior Court of Beaufort County. For that purpose, Guarantor hereby submits to the jurisdiction of the Superior Court of Beaufort County. Guarantor further agrees to accept service of process out of said court in any such dispute by registered or certified mail addressed to Guarantor.

**IN WITNESS WHEREOF**, the parties hereto have caused this Guaranty Agreement to be executed as of the day and year first above written by all proper authority duly given.

PRE-AUDIT CERTIFICATE

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

\_\_\_\_\_  
Matt Rauschenbach, Chief Financial Officer  
City of Washington

WASHINGTON HOUSING AUTHORITY

CITY OF WASHINGTON

By: Gil Davis (SEAL)

By: \_\_\_\_\_ (SEAL)

Gil Davis  
Printed Name  
Board Chairperson  
Title  
April 6, 2015  
Date

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

NORTH CAROLINA  
BEAUFORT COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Gil Davis personally appeared before me this day, and being duly sworn by me, acknowledged that he/she is Board Chairperson of Washington Housing Authority, and that by authority duly given and as the act of Washington Housing Authority the foregoing instrument was signed by him.

Witness my hand and notary seal this 6th day of April, 2015.

Carol Jemette  
Notary Public



My Commission expires: 4/22/2019

NORTH CAROLINA  
BEAUFORT COUNTY

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

Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission expires:

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 \_\_\_\_ day of \_\_\_\_\_, 2015, 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.

**W I T N E S S E T H**

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. THIRTY (30) of NORTHGATE SUBDIVISION as the same is shown on the survey prepared by Rivers & Associates, Inc. entitled "Annexation Map

Northgate Subdivision Section II, Lots 30, 31 and 32” of record in Plat Cabinet G, Slide 52-7, Beaufort County Registry, to which survey map reference is herein made and incorporated for a more complete and detailed description.

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

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

**CITY OF WASHINGTON**

(corporate seal)

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

ATTEST:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk

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

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 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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 \_\_\_\_ day of \_\_\_\_\_, 2015, 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. THIRTY-ONE (31) of NORTHGATE SUBDIVISION as the same is shown on the survey prepared by Rivers & Associates, Inc. entitled "Annexation

Map Northgate Subdivision Section II, Lots 30, 31 and 32” of record in Plat Cabinet G, Slide 52-7, Beaufort County Registry, to which survey map reference is herein made and incorporated for a more complete and detailed description.

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

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

**CITY OF WASHINGTON**

(corporate seal)

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

ATTEST:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk

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

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 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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**

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**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. SIXTY-THREE (63) of NORTHGATE SUBDIVISION as the same is shown on the survey prepared by Rivers & Associates, Inc. entitled "Revised Plat

Northgate Subdivision Addition” of record in Plat Cabinet H, Slide 41-6, Beaufort County Registry, to which survey plat reference is herein made and incorporated for a more complete and detailed description.

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

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

**CITY OF WASHINGTON**

(corporate seal)

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

ATTEST:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk

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

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 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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 \_\_\_\_ day of \_\_\_\_\_, 2015, 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.

**W I T N E S S E T H**

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-TWO (82) of NORTHGATE SUBDIVISION as the same is shown on the survey prepared by Rivers & Associates, Inc. entitled "Final Plat

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

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

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

**CITY OF WASHINGTON**

(corporate seal)

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

ATTEST:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk

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

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 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Brian Alligood, City Manager  
**Date:** April 6, 2015  
**Subject:** Adopt Resolution of Intent to convey surplus real property located generally off of Hudnell Street in the amount of \$2,000.00  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that the City Council adopt the Resolution of Intent to convey surplus real property located generally off of Hudnell Street, Washington, North Carolina to R & G Enterprises, LLC in the amount of \$2,000.00 and authorize the Mayor to sign all the necessary legal documents to convey the surplus property.

**BACKGROUND AND FINDINGS:**

During the regular scheduled meeting of the City Council, which was held on March 23, 2015, a resolution was adopted to begin the upset bid process to dispose of surplus real property located generally off of Hudnell Street, Washington, NC more particularly described as follows:

IT BEING all of that lot or parcel bounded on the West by Queen Street, on the East by Hudnell Street (SR 1552) and on the South by the property now or formerly owned by the Washington Housing Authority as shown on that plat entitled "A Survey of Property Standing in the Name of William R. & Kathy P. Waters" prepared by Hugh A. Sorrell Land Surveying dated July 30, 2012 and recorded in Plat Cabinet H, Slide 90-5 of the Beaufort County Registry. Reference is herein made to said plat for a more complete and accurate description.

The original offer of \$2,000 was advertised and no subsequent bids were received. The recommendation is to accept the offer in the amount of \$2,000.00 and adopt a resolution authorizing the Mayor to sign all the necessary legal documents to convey the surplus property to R & G Enterprises, LLC.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Resolution to accept bid & convey

**City Manager Review:** 4/13/15 Date  
Concur  Concur  Recommend Denial  No Recommendation  
 April 13, 2015  
 Page 138 of 140

**RESOLUTION STATING THE INTENT OF THE CITY OF WASHINGTON  
TO CONVEY SURPLUS REAL PROPERTY LOCATED  
GENERALLY OFF OF HUDNELL STREET**

**WHEREAS**, the City of Washington has declared the real property located generally off of Hudnell Street to be surplus to the needs of the City and more particularly described as follows:

IT BEING all of that lot or parcel bounded on the West by Queen Street, on the East by Hudnell Street (SR 1552) and on the South by the property now or formerly owned by the Washington Housing Authority as shown on that plat entitled "A Survey of Property Standing in the Name of William R. & Kathy P. Waters" prepared by Hugh A. Sorrell Land Surveying dated July 30, 2012 and recorded in Plat Cabinet H, Slide 90-5 of the Beaufort County Registry. Reference is herein made to said plat for a more complete and accurate description.

**WHEREAS**, the upset bid procedure for selling real property, as outlined and set forth in North Carolina General Statute § 160A-269, has been followed.

**WHEREAS**, the required notices for the upset bid process were advertised in the Washington Daily News. The notices described the property, set out the amount and terms of the original offer as well as any subsequent offers, and specified the requirements for submission of a qualifying upset bid and any subsequent qualifying upset bids.

**WHEREAS**, the upset bid process having concluded, the final, highest qualifying bid (offer) is now being reported to City Council for their consideration.

**NOW THEREFORE BE IT RESOLVED:** The final, highest qualifying bid (offer) in the amount of \$2,000.00 is accepted by the City of Washington and the Mayor is hereby authorized to execute all the legal documents necessary to convey the property generally located off of Hudnell Street and more particularly described above to R & G Enterprises, LLC.

Adopted this 13<sup>th</sup> day of April, 2015.

Attest:

\_\_\_\_\_  
Cynthia S. Bennett, MMC  
City Clerk

\_\_\_\_\_  
Mac Hodges,  
Mayor



April 13, 2015

Dear Honorable Mayor and City Council,

I come before you tonight to request that you allow beer and wine to be sold at two events the Washington Harbor District Alliance will be hosting in Festival Park.

These events are Pickin' on the Pamlico on Saturday, August 15<sup>th</sup> and Git' Down Downtown on September 12<sup>th</sup>. Each event will be held in the evening hours.

WHDA produces over 19 events throughout the year. Most of these events serve only to bring people downtown to promote Washington and are operated at a net loss to WHDA.

Pickin' on the Pamlico and Git' Down Downtown are produced as fundraisers to support all the projects WHDA works on throughout the year. This is an important avenue that WHDA uses to supplement its budget.

Pickin' on the Pamlico and Git' Down Downtown are both ticketed events. Through marketing, the public is fully aware that beer and wine will be served at these events. Actually a lot of people participant because they are able to enjoy a cold one while eating and listening to the music entertainment provided. At Pickin' on the Pamlico an all you can eat crab and shrimp feast will be served as part of the ticket price. At Git' Down Downtown numerous food trucks and local restaurants will be serving a variety of food.

Of course, WHDA will comply with all regulations put forth by the ABC commission and the City as far as police presence.

Washington Harbor District Alliance Director  
Cell: 252-947-1487

**PO Box 1988 102 E. 2<sup>nd</sup> Street, Suite 311A Washington, NC 27889**

**Phone 252.946.3969 email: whda@washingtononthewater.com Web: www.WHDA.org**

WHDA is a non-profit organization and all contributions are tax deductible. (Federal Tax ID #20-0175742)

April 13, 2015  
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