



NORTH CAROLINA  
Council Agenda  
SEPTEMBER 26, 2016  
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from September 12, 2016 **(page 3)**

Approval/Amendments to Agenda

I. Consent Agenda:

A. Declare Surplus/Authorize - Electronic Auction of Vehicles Through GovDeals  
**(page 18)**

II. Comments from the Public:

III. Public Hearing 6:00PM– Zoning: None

IV. Public Hearing 6:00PM - Other: None

V. Scheduled Public Appearances: None

VI. Correspondence and Special Reports:

A. Presentation – Lynn Wingate, Community Clean-up Day

VII. Reports from Boards, Commissions and Committees: None

VIII. Appointments:

A. Appointment – Library Board of Trustees **(page 19)**

IX. Old Business:

A. Approve/Adopt – Pool Dehumidifier Purchase Order and Adopt Budget Ordinance Amendment **(page 23)**

B. Authorize – Manager to Execute Lease Agreement with B.C.P.A.L. for Ground Site Lease at Washington-Warren Airport **(page 25)**

C. Authorize – Manager to Execute Lease Agreement with Metro Aviation for a Lease of the Corporate Hangar at Washington-Warren Airport **(page 41)**

D. Approve – Sherwood Forest Underground Electric Purchase Orders **(page 57)**

E. Approve – Bucket Truck PO **(page 63)**



City of  
**Washington**  
NORTH CAROLINA  
Council Agenda  
SEPTEMBER 26, 2016  
5:30 PM

- F. Adopt – Downtown Development Budget Ordinance Amendments (**page 66**)
  
- X. New Business:
  - A. Award – Contract for Professional Services - Brownfields Development (**page 68**)
  
  - B. Proposed – Veteran Commission (**page 69**)
  
- XI. Any other items from City Manager:
  - A. Parking on Water Street
  
  - B. Council Meeting Schedule
  
- XII. Any other business from the Mayor or other Members of Council:
  - A. Main & Gladden Street Intersection Design
  
- XIII. Closed Session: None
  
- XIV. Adjourn – Until Monday, October 10, 2016 at 5:30 pm, in the Council Chambers

The Washington City Council met in a regular session on Monday, September 12, 2016 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Virginia Finnerty, Mayor Pro tem; Doug Mercer, Councilmember; Richard Brooks, Councilmember; Larry Beeman; Councilmember and William Pitt, Councilmember. Also present: Bobby Roberson, City Manager; Franz Holscher, City Attorney and Cynthia S. Bennett, City Clerk.

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

**APPROVAL OF MINUTES:**

By motion of Councilmember Pitt, seconded by Councilmember Mercer, Council approved the minutes of August 22, 2016 as presented.

**APPROVAL/AMENDMENTS TO AGENDA:**

Mayor Hodges reviewed the requested amendments to the agenda:

- Add: Under Items from Mayor/Council: Power agency rate committee update
- Add: Under Closed Session: 143-318.11 (A)(6) Personnel

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council approved the agenda as amended.

**CONSENT AGENDA:**

By motion of Councilmember Mercer, seconded by Mayor Pro tem Finnerty, Council approved the consent agenda as presented.

A. Approve – Declare Surplus/Authorize – Electronic Auction of Vehicle through Gov Deals

<u>Vehicle #</u>	<u>Make/Model</u>	<u>Department</u>	<u>Serial #</u>	<u>Meter Reading</u>
122	1999 Ford Ranger	Police	1FTYR10V4XUB42588	91,213
136	2010 Crown Vic	Police	2FABP7BV6AX120979	93,297
142	2008 Crown Vic	Police	2FAHP71V48X145014	106,332
160	2011 Crown Vic	Police	2FABP7BV1BX157343	74,781

Councilmember Mercer commented that all items that have been declared surplus need to be removed from our inventory as quickly as possible. He also discussed possible incorrect information for vehicle #480 which was listed as a 2011 truck instead of a 2006 truck (staff will correct).

B. Adopt – Bank Wire Resolution authorizing City Manager to execute agreement authorizing wire transfers with Yadkin Bank

**(copy attached)**

**COMMENTS FROM THE PUBLIC: NONE**

**PUBLIC HEARING – ZONING: NONE**

**SCHEDULED PUBLIC APPEARANCES: NONE**

**CORRESPONDENCE AND SPECIAL REPORTS:**  
**MEMO – SAVE THE POOL FUNDRAISER UPDATE**

*(memo accepted as presented) Kristi Roberson, Parks & Recreation Director*

*BACKGROUND & FINDINGS: We have completed 6 fundraisers and are continuing to sell T-shirts and Tiles. We have currently raised \$22,486.85.*

*The following fundraisers are scheduled:*

- September 24 Save the Pool - Yard Sale*
- September 20 Save the Pool - Zaxby's (come eat dinner and make sure to leave us your receipt)*
- October 11 Save the Pool - Golf Tournament*
- October 28 Save the Pool – Boo Bash Splash*
- November 7 Save the Pool – Pizza Inn (10% of the proceeds and 100% of our tips)*
- November 19 Save the Pool – Comedy for a Cause (Sponsored by Arts of the Pamlico)*
- December 16 Save the Pool – Swim with Santa*

Ms. Roberson noted membership is steadily increasing.

**MEMO – PS JONES MEMORIAL PARK**

*(memo accepted as presented) Kristi Roberson, Parks & Recreation Director*

*BACKGROUND & FINDINGS: The PS Jones Memorial Park was awarded the grant from the Kate B. Reynolds Charitable Trust in the amount of \$145,000.00. These funds will be used for playground equipment and a shelter. We also have \$55,000.00 previously awarded by Kate B. Reynolds for construction of a concrete walking trail around the Park property. In addition, the City of Washington has committed City funds to build a permanent restroom facility on the PS Jones Park property, directly across 11<sup>th</sup> Street from Beebe Memorial Park. The Beebe Park Committee has been notified and a community meeting is scheduled for Thursday, September 29 from 6p-7p at the Ed Tech Cafeteria.*

Ms. Roberson advised the school board has officially received the check from the Kate B. Reynolds Charitable Trust for the playground equipment and shelter.

**MEMO – PROPOSED 15<sup>TH</sup> STREET WIDENING AND ACCESS MANAGEMENT PROJECT**

*(memo accepted as presented) John Rodman, Community & Cultural Services Director*

*BACKGROUND & FINDINGS: The City of Washington Planning Board held their regularly scheduled meeting on Tuesday, August 23, 2016. As part of the agenda the Planning Board held a discussion on the proposed improvements and additions to the 15th Street corridor from John Small Avenue (Hwy 264 E) to Carolina Avenue (Hwy 17 Business). As part of the discussion, a number of landowners and business owners expressed their concerns over the planned changes and the lack of information on the process that was being conducted. They indicated that a number of business owners had not been contacted and were not aware of the proposed changes to 15th Street and some adjacent side streets. The Planning Board unanimously recommended that City Council notify all the adjacent landowners and business owners along 15th Street and conduct a public meeting on the proposed improvements and additions to the 15th Street corridor so that the affected property owners would receive the necessary information.*

City Manager, Bobby Roberson explained the recommendation came from the Planning Board as they felt local citizens did not have adequate opportunity to give their input on the proposed NCDOT 15<sup>th</sup> Street widening project.

Councilmember Mercer stated the plan need to be re-addressed as there's no reason for medians on Hwy. 17 or Hwy. 264. He continued by stating that Council express their concerns to NCDOT and

advise them Council is not satisfied with the plan as currently presented. Councilmember Brooks expressed concern with the installation of medians. Mr. Roberson will coordinate a joint meeting with NCDOT and City Council.

**MEMO – WATERFRONT DOCKS STORAGE BUILDING**

*(memo accepted as presented) John Rodman, Community & Cultural Services Director*

*BACKGROUND & FINDINGS: For budget year 16-17 the City Council appropriated \$50,000 in Capital Outlay improvements to the promenade and waterfront docks building. The improvements included cleaning and painting the promenade railings, benches, trash receptacles, and posts in the amount of \$30,000. A new waterfront docks storage building was approved for \$20,000. The promenade improvements will begin at a later date while then proposed storage building construction will begin shortly.*

*Planning and Development received bids to construct a 12' x 20' storage building for use by the dock attendants at the western end of Stewart Parkway, of which the City terms the "Maritime Quarter". Jeff Woolard Builders submitted the lowest bid at \$16,100.*

*The proposed wooden storage building will be in the same general area of the previous restroom facilities. There is an existing thirty (30') foot water and sewer easement on the property that made the location of the proposed building a little more challenging. The building will be located off the aforementioned easement. The proposed building was recommended for construction by the Waterfront Docks Advisory Committee, the Historic Preservation Commission and the location of the building was approved by the Division of Water Resources and the Division of Coastal Management with a modification of the existing permit. Attached are copies of the proposed site plan and building elevations. If you have any questions please don't hesitate to let me know.*



Mayor Hodges commented the roof should be silver and not red in order to fit in with the other buildings on the waterfront/Festival Park. Councilmember Mercer expressed his concern with the cost of the building. Mr. Roberson advised staff went out for bids for this project.

**MEMO – SUBSTANDARD HOUSING ACTIVITIES LIST: 2012-2016**

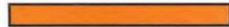
*(memo accepted as presented) John Rodman, Community & Cultural Services Director*

*BACKGROUND & FINDINGS: Attached for your information is a list of substandard housing that began in 2012 and has continued thru 2016. This list was compiled by the Department of Planning and Zoning and the Building Inspections Office. The offices began identifying structures that were in need of repair and began to notify property owners of the importance of those repairs. Some property owners began to repair their individual structures and those structures will be removed from the list once completed. Some owners did not respond to the City's request for maintenance on the structures for various reasons and therefore the end result became demolition. The Activities List identifies what funds were used to complete those demolitions. The Activities List also identifies structures that continue to be on our priority list that need further action. The Priority List continues as another handout. If you have questions please don't hesitate to let me know.*

Substandard Housing List  
Activities List 2012 - 2016

No.	Street Address	Status	Boarded Up	Secure	Work Needed	Utilities	New Status	Funds Used
1	324 East 2nd Street	Vacant	No	No	Major	Off	Demolished	Owner
2	507 West 2nd Street	Vacant	Partial	Yes	Major	Off	Demolished	City Funds
3	219 East 3rd Street	Vacant	Partial	No	Minor	On	Demo by Neglect	
4	221 East 3rd Street	Vacant	Partial	No	Major	Off	Demolished	City Funds
5	223 East 3rd Street	Vacant	No	Yes	Major	On	Demolished	Owner
6	226 East 3rd Street	Vacant	No	No	Minor	Off	Being Repaired	
7	230 East 3rd Street	Vacant	Yes	Yes	Major	Off	Historic District	
8	232 East 3rd Street	Vacant	Partial	No	Major	On	Demolished	Owner
9	234 East 3rd Street	Vacant	No	No	Major	Off	Demolished	Owner
10	236 East 3rd Street	Vacant	No	No	Major	Off	Demolished	Owner
11	126 East 5th Street	Vacant	No	No	Minor	Off	Corridor	
12	1006 East 5th Street	Vacant	Yes	Yes	Major	Off	Demolished	Owner
13	122 West 5th Street	Vacant	No	No	Major	Off		
14	201 West 5th Street	Vacant	Partial	Partial	Major	Off	Being Repaired	
15	213-215 West 5th Street	Vacant	Partial	Yes	Minor	Off	Being Repaired	
16	221 West 5th Street	Vacant	Partial	Partial	Major	Off	Demolished	City Funds
17	309 West 5th Street	Vacant	Partial	Partial	Major	Off	Demolished	City Funds
18	1533 West 5th Street	Vacant	No	No	Minor	Off	Demolished	Owner
19	1695 West 5th Street	Vacant	No	No	Major	Off	Demolished	Owner
20	902 East 6th Street	Vacant	No	No	Minor	Off		
21	132 West 6th Street	Vacant	Yes	No	Major	Off	Demolished	Owner
22	136 West 6th Street	Vacant	Yes	Y	Major	Off		
23	222 East 7th Street	Occupied	No	No	Major	On		
24	202 West 7th Street	Vacant	Partial	Partial	Major	Off	Letter	
25	210 West 7th Street	Vacant	Yes	Yes	Major	Off	Letter	
26	231 West 7th Street	Vacant	No	No	Major	Off		
27	331 West 7th Street	Vacant	Yes	Yes	Major	Off	Demolished	City Funds
28	334 West 7th Street	Vacant	No	No	Major	Off	Demolished	Owner
29	107 East 8th Street	Vacant	Partial	Partial	Major	Off	Demolished	City Funds
30	115 East 8th Street	Vacant	No	No	Minor	Off	Being Repaired	
31	218 West 9th Street	Vacant	Yes	Partial	Minor	On		
No.	Street Address	Status	Boarded Up	Secure	Work Needed	Utilities	New Status	Funds Used
32	221 West 9th Street	Vacant	Yes	Partial	Major	Off		
33	404 West 9th Street	Occupied	No	No	Major	On	Repaired	
34	809 West 9th Street	Vacant	No	No	Major	Off	Demolished	City Funds
35	309 East 10th Street	Vacant	No	No	Major	Off	Demolished	Owner
36	315 East 10th Street	Vacant	Partial	Partial	Major	Off	Being Repaired	
37	605 West 10th Street	Vacant	Yes	Yes	Major	Off	Police	
38	610 West 10th Street	Vacant	Yes	Yes	Major	Off	Police	
39	339 East 11th Street	Vacant	No	No	Major	Off	Being Repaired	
40	609 West 11th Street	Vacant	Partial	No	Major	Off	Demolished	Owner
41	608 West 13th Street	Vacant	No	No	Major	Off		
42	200 Airport Road	Vacant	No	No	Major	Off	Demolished	Owner
43	609 Aycock Street	Vacant	No	No	Minor	Off		
44	102 Beechtree Street	Vacant	Yes	Yes	Minor	Off		
45	118-120 North Bonner St	Occupied	No	Yes	Minor	On	Historic District	
46	214 North Bonner Street	Vacant	No	No	Major	Off	Historic District	
47	325 North Bonner Street	Occupied	No	Yes	Minor	On	Historic District	
48	410 North Bonner Street	Vacant	No	Yes	Minor	Off	Repaired	
49	504 North Bonner Street	Vacant	Partial	No	Minor	Off	Corridor	
50	813 North Bonner Street	Occupied	No	No	Major	On		
51	822 Boston Avenue	Vacant	No	No	Major	Off	Being Repaired	
52	827 North Bridge Street	Vacant	No	Yes	Major	Off	Demolished	Owner
53	835 North Bridge Street	Vacant	Yes	Yes	Major	Off	Repaired	
54	706 Brown Street	Vacant	No	No	Major	Off	Demolished	Owner
55	759 Carolina Avenue	Vacant	No	No	Major	Off	Demolished	City Funds
56	773 Carolina Avenue	Vacant	No	No	Major	Off	Demolished	Owner
57	1710 Carolina Avenue	Vacant	No	NO	Minor	Off	Demolished	Owner
58	1720 Carolina Avenue	Vacant	No	NO	Minor	Off	Demolished	Owner
59	1730 Carolina Avenue	Vacant	No	NO	Minor	Off	Demolished	Owner
60	701 North Charlotte Street	Vacant	Partial	Yes	Major	Off		
61	116 Dogwood Trail	Vacant	No	No	Major	Off		
62	814 Fleming Street	Vacant	Yes	Yes	Major	Off	Being Repaired	
63	818 Fleming Street	Vacant	Yes	Yes	Minor	Off	Being Repaired	
64	802 Gladden Street	Vacant	Partial	No	Major	Off	Being Repaired	
65	604 Grimes Road	Vacant	No	No	Minor	Off	Demolished	Owner
66	618 Grimes Road	Vacant	No	No	Major	Off	Demolished	Owner

No.	Street Address	Status	Boarded Up	Secure	Work Needed	Utilities	New Status	Funds Used
67	325 North Harvey Street	Vacant	Yes	Yes	Major	Off	Demo by Neglect	
68	403 North Harvey Street	Vacant	Yes	Partial	Major	Off	Demolished	FEMA
69	506 Hackney Ave	Vacant	No	No	Major	Off	Demolished	Owner
70	1425 Highland Drive	Vacant	No	No	Major	Off	Demolished	City Funds
71	1427 Highland Drive	Vacant	No	No	Major	Off	Demolished	City Funds
72	818/820 John Small Ave	Vacant	No	No	Major	Off	Demolished	Owner
73	514 McNair Street	Vacant	Fire	No	Minor	Off	Demolished	Owner
74	621 North Market Street	Vacant	Partial	No	Major	Off	Being Repaired	
75	813 North Market Street	Vacant	No	No	Minor	Off		
76	115 East MLK Jr. Drive	Vacant	No	No	Major	Off	Demolished	Owner
77	216 West MLK Jr. Drive	Vacant	Yes	Partial	Minor	Off		
78	324 West MLK Jr. Drive	Occupied	No	No	Minor	On		
79	411 West MLK Jr. Drive	Vacant	Partial	Yes	Major	Off	Demolished	Owner
80	534 West MLK Jr. Drive	Vacant	No	No	Major	Off		
81	842 West MLK Jr. Drive	Vacant	Partial	No	Major	Off	Demolished	Owner
82	713 Northgate Drive	Vacant	No	No	Major	Off	Demolished	Owner
83	603/605 Park Drive	Vacant	No	No	Major	Off	Demolished	City Funds
84	403 North Pierce Street	Vacant	No	No	Major	Off		
85	405-407 North Pierce Street	Vacant	No	No	Major	Off	Repaired	
86	417 North Respass Street	Occupied	No	Yes	Major	On		
87	419 North Respass Street	Occupied	No	No	Minor	On		
88	426 North Respass Street	Vacant	Yes	Yes	Minor	Off		
89	536 North Respass Street	Vacant	No	No	Minor	Off		
90	902 North Respass Street	Vacant	No	No	Major	Off		
91	904 North Respass Street	Vacant	No	No	Major	Off		
92	906 North Respass Street	Vacant	No	No	Major	Off		
93	821 & 823 Tayloe Street	Vacant	No	No	Major	Off	Commercial	
94	316 Van Norden Street	Vacant	No	No	Major	Off	Demolished	Owner
95	418 Van Norden Street	Vacant	No	No	Major	Off	Letter	
96	601 Van Norden Street	Vacant	No	No	Major	Off	Demolished	Owner
97	811 Van Norden Street	Vacant	No	No	Minor	Off	Demolished	City Funds
98	902 Van Norden Street	Vacant	No	No	Minor	Off		
99	1018 Van Norden Street	Vacant	No	No	Major	Off	Police	
100	620 Washington Street	Vacant	Partial	No	Major	Off	Demolished	City Funds
No.	Street Address	Status	Boarded Up	Secure	Work Needed	Utilities	New Status	Funds Used
101	105 Wedgewood Drive	Vacant	No	No	Major	Off	Demolished	Owner
102	630 Washington Street	Vacant	Partial	No	Major	Off	Demolished	Owner
103	312 Water Street	Vacant	Partial	Partial	Major	Off	Being Repaired	

-  Structures that have been demolished
-  Structures in the Historic District
-  Structures repaired or being repaired
-  Active structures for priority

**MEMO – SUBSTANDARD HOUSING LIST: PRIORITIES**

*(memo accepted as presented) John Rodman, Community & Cultural Services Director*

*BACKGROUND & FINDINGS: Attached is the priority list of substandard housing that is current in the City of Washington. This list was compiled by the Department of Planning and Zoning and the Building Inspections Office with the aid of the Police Department. The structures listed in yellow are the top priorities for 2016. The List contains sixteen (16) structures that are listed as a number one priority. The City's goal is to address ten (10) structures by the end of the fiscal year. If you have any questions or you feel there are other structures that need to be placed on the priority list please don't hesitate to let Planning and Development know.*

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12	1006 East 5th Street	Vacant	Yes	Yes	Major	Off	Demolished	Owner
13	122 West 5th Street	Vacant	No	No	Major	Off		
14	207 West 5th Street	Vacant	Partial	Partial	Major	Off	Being Repaired	
15	213-215 West 5th Street	Vacant	Partial	Yes	Minor	Off	Being Repaired	
16	221 West 5th Street	Vacant	Partial	Partial	Major	Off	Demolished	City Funds
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27	331 West 7th Street	Vacant	Yes	Yes	Major	Off	Demolished	City Funds
28	334 West 7th Street	Vacant	No	No	Major	Off	Demolished	Owner
29	107 East 8th Street	Vacant	Partial	Partial	Major	Off	Demolished	City Funds
30	115 East 8th Street	Vacant	No	No	Minor	Off	Being Repaired	
31	218 West 9th Street	Vacant	Yes	Partial	Minor	On		

Mayor Hodges suggested sending a letter to all of the property owners saying the house will be demolished with the exception of the two houses in Macswoods (staff will make contact with Macswoods home owners to see if they can sell homes). Mr. Roberson explained the condemnation procedure.

**APPOINTMENT:**

Councilmember Pitt continued this item until September 26<sup>th</sup>.

**OLD BUSINESS:**

**APPROVE – WATERFRONT DOCK AGREEMENTS/LEASES**

*BACKGROUND & FINDINGS: These leases have been updated to reflect new information for each water craft and to reflect the same extension period of every one (1) year. The proposed changes are highlighted in yellow and the removal of information is shown by a strike-thru. The documents were reviewed by the City Attorney and the Risk Manager. PREVIOUS LEGISLATIVE ACTION: Recommended for approval by the Waterfront Docks Advisory Committee.*

Dot Moate came forward and stated she spoke with the Chairman of the Little Washington Sailing School today and received permission to speak with Council regarding the docking agreement. Her concern is the agreement effective dates of January 1, 2016 – December 31, 2016. She suggested the revised agreement should end December 31, 2017 instead of December 31, 2016.

John Rodman explained staff wanted to make all of the agreements with the same beginning and ending dates. The approval process has taken longer than anticipated and he doesn't have an issue with extending the ending date to December 31, 2017.

By motion of Mayor Pro tem Finnerty, seconded by Councilmember Brooks, Council agreed to change the contract ending dates through December 31, 2017. Motion carried 4-1 with Councilmember Mercer opposing.

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council adopted the updated Waterfront Dock Agreements for the following vessels; The River Rover, The ECU Research Vessel Riggs, and Seatow IBX and the agreement for the Little Washington Sailing School with the aforementioned approved date ending on December 1, 2017. Motion carried 4-1 with Councilmember Mercer opposing.

### **NEW BUSINESS:**

#### **APPROVE – WHDA'S REQUEST TO SERVE ALCOHOL AT PICKIN' ON THE PAMLICO**

Harold Robinson, WHDA presented the following information to Council. *BACKGROUND AND FINDINGS: PICKIN' ON THE PAMLICO has been the signature fundraiser event of the Washington Harbor District Alliance since 2006. Funds raised will help to ensure that WHDA (which is a Main Street organization sanctioned by the NC Commerce Department), is able to continue to lend significant support to downtown Washington. The mission of Downtown Washington on the Waterfront, Inc. (DBA Washington Harbor District Alliance) is to serve as a facilitator and catalyst to renew, restore, rebuild, and revitalize the downtown business district, improve economic conditions, encourage tourism, and preserve historical buildings and their significance, promoting downtown as a place to live, shop, work, and be entertained, all within the framework of the "National Main Street Four point Approach." WHDA requests Council approve the serving and consumption of alcohol at Pickin' on the Pamlico. The organization utilizes trained bartenders and has a controlled area where alcohol is to be served. This is a ticketed event with an anticipated crowd of around 400 people. Generally no children attend. A special events permit has been granted through Teresa Hamilton at Washington Parks and Recreation.*

By motion of Councilmember Beeman, seconded by Councilmember Brooks, Council approved the request from WHDA to allow for the serving and consumption of alcohol at WHDA's Annual Pickin' on the Pamlico on Saturday, September 24, 2016. Motion carried 4-1 with Councilmember Mercer opposing.

#### **AWARD – CONTRACT FOR FY 2016-17 STREET IMPROVEMENTS/RESURFACING PROJECT AND APPROVE CORRESPONDING PURCHASE ORDER**

*BACKGROUND AND FINDINGS: The project was advertised to receive bids on August 23, 2016 for the FY 2016-17 Street Improvements and Resurfacing Project. Three companies submitted bids for the project. All legal requirements were met. The project came in under budget by \$47,030. 10. The contract documents allow the City to add additional work to the contract up to 50% of the estimated quantities at the unit price proposed by the contractor. We request Council to allow staff to negotiate additional street resurfacing with the contractor in order to utilize the remaining funds for street resurfacing. By adding additional streets the total street resurfacing project will be \$195,000. Attached is a bid tabulation sheet and project description.*

*The street resurfacing work will be performed at the following locations:*

1. Plant Street from W. 5th St to Dead End
2. Plymouth Street from W. 5th St. to Dead End
3. Pontiac Drive from W. 5th St to Manuel Dr.

4. Trade Street from W. 13th St. to Carolina Ave.
5. West Thirteenth Street from Carolina Ave. to Trade St.
6. Respass Street from W. 5th St. to W. 7th St.
7. Northwood Road from Market St. to Ellison Dr.
8. Northwood Road from lodge Rd. to Reed Dr.
9. Blount Place from Northwood Rd. to Dead End
10. Bridge Street from Carolina Ave. to W. 7th St.
11. Pierce Street from W. 15th St. to Alderbrook Cl.
12. West Third Street from Kinston St. to Tarheel Dr. (Patch)

Additional street surfacing locations to be negotiated:

1. Trade Street from W. 11th St. to W. 13th St.
2. Portion of Manuel Drive from Pontiac Drive
3. West Martin Luther King Jr. Drive from N. Bridge St to N. Pierce St.
4. Reed Drive from Alderson Rd. to Northwood Rd.

CITY OF WASHINGTON, N.C.							
BID TABULATION SHEET							
2016-2017 STREET IMPROVEMENTS & RESURFACING							
LOCATION: MUNICIPAL BUILDING - COUNCIL CHAMBERS							
BIDS OPENED: TUESDAY, AUGUST 23, 2016 @ 2:00 P.M.							
		S. T. Wooten Corporation P.		Rose Brothers Paving Co., Inc.		Garris Grading & Paving, Inc.	
		O. Box 2408		423 NC Highway 561 West		5950 Gay Road	
		Wilson, NC 27894		Aulander, NC 27805		Farmville, NC 27828	
		ADDENDUM RECEIVED		ADDENDUM RECEIVED		ADDENDUM RECEIVED	
		5% BID BOND		5% BID BOND		5% BID BOND	
EST. QTY.	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1363	RESURFACING 1" BCSC TYPE S9.5A (TONS)	\$ 96.60	\$ 131,865.80	\$ 115.00	\$ 156,745.00	\$ 103.80	\$ 141,479.40
30	ADJUST MANHOLES	\$ 325.00	\$ 9,750.00	\$ 500.00	\$ 15,000.00	\$ 83.10	\$ 2,493.00
25	ADJUST VALVE BOXES	\$ 300.00	\$ 7,500.00	\$ 350.00	\$ 8,750.00	\$ 21.30	\$ 532.50
1	PAVEMENT MARKING (LS)	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,465.00	\$ 3,465.00
TOTAL BID FOR STREET RESURFACING			\$ 153,415.80		\$ 185,495.00		\$ 147,969.90

Councilmember Mercer and Councilmember Beeman asked for Council to be included on the streets to be included in the paving project prior to going out for bids, Mayor Hodges agreed and referenced Northwood Road in Smallwood. Frankie Buck explained the paving projects are based on the amount of funding we have. Staff paves the worst areas on the worst streets. Mr. Buck suggested Council send an e-mail of call the City Manager if they have a street that needs paving. Councilmember Mercer stated that we need to work on paving the unpaved streets in the City as well. Councilmember Mercer commended staff on doing a good job in stretching their funds.

By motion of Councilmember Mercer, seconded by Councilmember Beeman, Council awarded a contract in the amount of \$147,969.90 to Garris Grading & Paving for FY 2016-17 Street Improvements & Resurfacing Project and allow staff to negotiate \$47,030.10 in additional street resurfacing and approve the corresponding purchase order.

**AWARD – CONTRACT FOR 2016 DRAINAGE IMPROVEMENTS AND APPROVE CORRESPONDING PURCHASE ORDER**

BACKGROUND AND FINDINGS: The project was advertised to receive bids on September 1, 2016 for the 2016 Drainage Improvements, Three companies submitted bids for the project. All legal requirements were met. Attached is a bid tabulation sheet and project description.

ARK CONSULTING GROUP, PLLC  
 BID TABULATION SHEET

OWNER: City of Washington  
 PROJECT: 2016 Drainage Improvements  
 LOCATION: City of Washington Council Chambers, Washington, NC  
 BIDS OPENED: Thursday, September 1, 2016 @ 2:00 P.M.

CERTIFICATION



*Bryan C. Fagundes*  
 I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

CONTRACTOR ADDRESS	Dudley Landscaping & Tree Service Inc. 320 Haven Street Washington, NC 27889	Roanoke Electric Corporation PO Box 7 Pantego, NC 27860	Bridgeview Contractors, Inc. PO Box 8112 Rocky Mount, NC 27804
License No.	75694	15553	59750
Bid Bond	5%	5%	5%
Minority Business Participation Docs Received	Yes	Yes	Yes
Addendum No. 1 Received	Yes	Yes	Yes

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
<b>Willow Street</b>									
1	1	LS	Mobilization and Bonding (3% Max)	\$ 900.00	\$ 900.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00
2	165	LF	Temp. Silt Fence	\$ 2.50	\$ 412.50	\$ 3.50	\$ 577.50	\$ 3.00	\$ 495.00
3	1	LS	Temp. Gravel Construction Entrance	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,300.00	\$ 1,300.00
4	1	LS	Remove Exist. Wooden Bulkhead	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
5	150	LF	Straw Wattle	\$ 4.00	\$ 600.00	\$ 5.00	\$ 750.00	\$ 3.00	\$ 450.00
6	1	LS	Regrade Stream Banks	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,900.00	\$ 4,900.00
7	180	TN	Class 1 Rip Rap w/ Underliner	\$ 45.00	\$ 8,100.00	\$ 70.00	\$ 12,600.00 *	\$ 55.00	\$ 9,900.00
8	1	LS	Seeding & Mulching	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00
9	1	LS	Construction Staking Allowance	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Subtotal for Willow Street improvements				\$	13,762.50	\$	23,877.50 *	\$	19,195.00

BID TABULATION

1

CONTRACTOR ADDRESS	Dudley Landscaping & Tree Service Inc. 320 Haven Street Washington, NC 27889	Roanoke Electric Corporation PO Box 7 Pantego, NC 27860	Bridgeview Contractors, Inc. PO Box 8112 Rocky Mount, NC 27804
License No.	75694	15553	59750
Bid Bond	5%	5%	5%
Minority Business Participation Docs Received	Yes	Yes	Yes
Addendum No. 1 Received	Yes	Yes	Yes

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
<b>Harvey Street to 8th Street</b>									
1	1	LS	Mobilization and Bonding (3% Max)	\$ 2,000.00	\$ 2,000.00	\$ 1,410.50	\$ 1,410.50	\$ 1,000.00	\$ 1,000.00
2	655	LF	Temp. Silt Fence	\$ 2.50	\$ 1,637.50	\$ 3.50	\$ 2,292.50	\$ 3.00	\$ 1,965.00
3	1	LS	Temp. Gravel Construction Entrance	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,300.00	\$ 1,300.00
4	620	LF	Straw Wattle	\$ 4.00	\$ 2,480.00	\$ 5.00	\$ 3,100.00	\$ 3.00	\$ 1,860.00
5	1	LS	Regrade Stream Banks	\$ 16,000.00	\$ 16,000.00	\$ 18,000.00	\$ 18,000.00	\$ 27,000.00	\$ 27,000.00
6	1,615	SY	Permanent Turf Reinforcement Matting	\$ 5.00	\$ 8,075.00	\$ 6.00	\$ 9,690.00	\$ 5.00	\$ 8,075.00
7	1	LS	Herbaceous Wetland Seeding	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,800.00	\$ 2,800.00
8	510	SY	Matting for Erosion Control	\$ 1.44	\$ 734.40	\$ 4.00	\$ 2,040.00	\$ 3.00	\$ 1,530.00
9	1	LS	Permanent Seeding & Mulching	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
10	1	LS	Construction Staking Allowance	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Subtotal for Harvey Street to 8th Street Improvements				\$	37,426.90	\$	47,033.00	\$	49,530.00

BID TABULATION

2

CONTRACTOR ADDRESS	Dudley Landscaping & Tree Service Inc. 320 Haven Street Washington, NC 27889	Roanoke Electric Corporation PO Box 7 Pantego, NC 27860	Bridgeview Contractors, Inc. PO Box 8112 Rocky Mount, NC 27804
License No.	75694	15553	59750
Bid Bond	5%	5%	5%
Minority Business Participation Docs Received	Yes	Yes	Yes
Addendum No. 1 Received	Yes	Yes	Yes

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
<b>8th Street to 9th Street Improvements</b>									
1	1	LS	Mobilization and Bonding (3% Max)	\$ 900.00	\$ 900.00	\$ 1,280.00	\$ 1,280.00	\$ 1,000.00	\$ 1,000.00
2	490	LF	Temp. Silt Fence	\$ 2.50	\$ 1,225.00	\$ 3.50	\$ 1,715.00	\$ 3.00	\$ 1,470.00
3	1	LS	Temp. Gravel Construction Entrance	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,300.00	\$ 1,300.00
4	445	LF	Straw Wattle	\$ 4.00	\$ 1,780.00	\$ 5.00	\$ 2,225.00	\$ 3.00	\$ 1,335.00
5	1	LS	Regrade Stream Banks	\$ 8,000.00	\$ 8,000.00	\$ 17,000.00	\$ 17,000.00	\$ 27,000.00	\$ 27,000.00
6	60	TN	Class 1 Rip Rap w/ Underliner	\$ 45.00	\$ 2,700.00	\$ 70.00	\$ 4,200.00	\$ 55.00	\$ 3,300.00
7	1,045	SY	Permanent Turf Reinforcement Matting	\$ 5.00	\$ 5,225.00	\$ 6.00	\$ 6,270.00	\$ 5.00	\$ 5,225.00
8	1	LS	Herbaceous Wetland Seeding	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00
9	510	SY	Matting for Erosion Control	\$ 1.44	\$ 734.40	\$ 4.00	\$ 2,040.00	\$ 3.00	\$ 1,530.00
10	1	LS	Permanent Seeding & Mulching	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
11	1	LS	Construction Staking Allowance	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Subtotal for 8th Street to 9th Street Improvements				\$	26,564.40	\$	43,730.00	\$	48,460.00
Total Base Bid				\$	77,753.80	\$	114,640.50 *	\$	117,185.00

NOTE: \* indicates a correction made to the original bid submitted.

BID TABULATION

3

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council awarded the contract in the amount of \$77,753.80 for 2016 Drainage Improvements to Dudley Landscaping & Tree Service and approve the corresponding purchase order.

**PUBLIC HEARING – OTHER:**

**ADOPT – ANNEXATION ORDINANCE FOR THE CONTIGUOUS ANNEXATION OF THE STATE EMPLOYEES CREDIT UNION PROPERTY**

BACKGROUND & FINDINGS: At the August 22, 2016 City Council Meeting, Council adopted a resolution calling for a public hearing on the request for an annexation of the contiguous property located on Whispering Pines Road and containing 5.46 acres. After the public hearing if Council desires to proceed with the annexation the attached ordinance needs to be adopted that will place the property inside the city limits effective September 12, 2016. PREVIOUS LEGISLATIVE ACTION: Investigated Petition - July 25, 2016/ Set Public Hearing - August 22, 2016

John Rodman explained the cost and benefit analysis with Council, stating net revenue in the first year \$5,000 and year two \$8,000. The Planning Board recommended the property be annexed.

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

By motion of Councilmember Mercer, seconded by Councilmember Beeman, Council adopted the annexation ordinance to extend the City of Washington corporate limits for the contiguous annexation of the State Employees Credit Union property located on Whispering Pines Road and containing 5.46 acres.

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF WASHINGTON, NORTH CAROLINA**

WHEREAS, the Washington City Council has been petitioned under G.S.160A-31 to annex the area described below; and

WHEREAS, the Washington City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m., on Monday, September 12, 2016, after due notice by the Washington Daily News;

WHEREAS, the Washington City Council finds that the area described herein meets the standards of G.S. 160A-31;

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

Section 1. By the virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Washington as of September 12, 2016:

Being all of that tract of land noted on that survey "State Employees Credit Union" by Gaskins Land Surveyors dated December 31, 2015 and being located in Washington Township, Beaufort County North Carolina and being more particularly described as follows;

IT BEING that 5.457 acres tract as platted on map entitled "Boundary Survey for State Employees Credit Union," prepared by Wood Duck Land Surveying, PC, of record in Plat Cabinet I, Slide 27-5,

Beaufort County Registry, and being a portion of those lands as were conveyed to Carole G. Hill and husband Robert G. Hill (now deceased) and Kathryn G. Woolard and husband Jeffrey T. Woolard, by deed dated April 28, 2006, of record in Book 1518, Page 882, Beaufort County Registry, to which map and deed reference is herein made and incorporated for a more complete and detailed description.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 5.457 acres more or less.

Section 2. Upon and after September 12, 2016, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Washington and shall be entitled to the same privileges and benefits as other parts of the City of Washington. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.1

Section 3. The Mayor of the City of Washington shall cause to be recorded in the office of the Register of Deeds of Beaufort County, and in the office of the Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted the 12<sup>th</sup> day of September 2016.

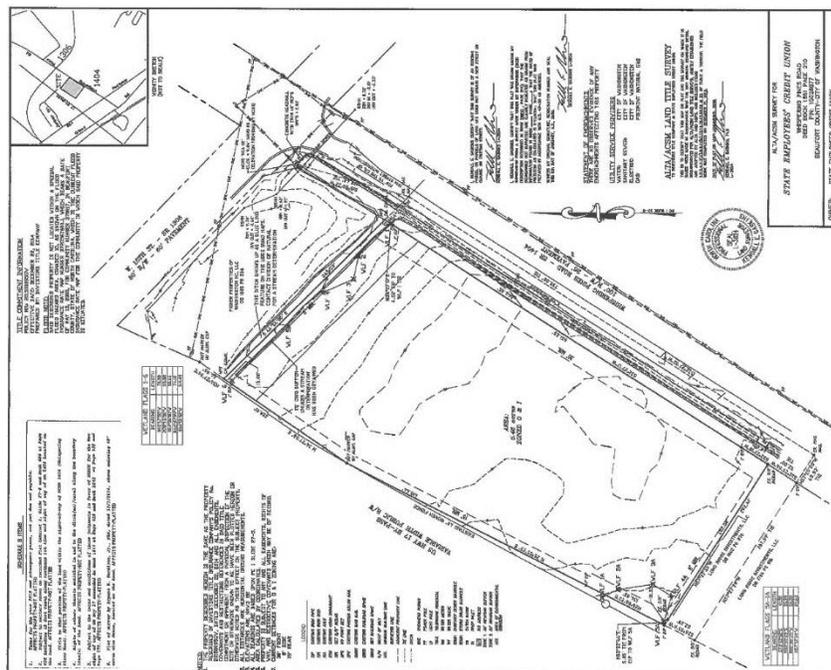
Attest:

s/Cynthia S. Bennett  
City Clerk

s/Jay MacDonald Hodges  
Mayor

Approved as to form:

s/Franz Holscher, City Attorney



**PUBLIC HEARING – OTHER:**

**ADOPT – RESOLUTION ORDERING THE CLOSURE & ABANDONMENT OF A PORTION OF WEST 2<sup>ND</sup> STREET**

*BACKGROUND & FINDINGS: The Washington City Council adopted a Resolution of Intent to close a portion of West Second, that portion of said street running West from Wilson Street to Plymouth Street (S.R. 1401) as shown on that plat entitled, “Closing a Portion of West Second Street Survey for City of Washington” by Mayo and Mayo Associate, P.A. dated July 5, 2016. The appropriate advertisement and publications have been completed. The adjoining property owner is the City of Washington and all parties have been notified.*

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

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council adopted the Resolution ordering the closure and abandonment of portion of West 2<sup>nd</sup> Street as shown on the attached survey map.

**A RESOLUTION ORDERING THE CLOSURE AND ABANDONMENT OF A PORTION OF WEST 2<sup>ND</sup> STREET**

**WHEREAS**, on the 25<sup>th</sup> day of July 2016, the City Council (Council) of the City of Washington (City) directed the City Clerk (Clerk) to publish A Resolution Declaring the Intent of the City of Washington to Consider Closing and Abandoning a Portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) (Resolution of Intent) in the Washington Daily News once each week for four successive weeks. Said Resolution of Intent advised the public that a public hearing would be conducted at 6:00 p.m. on this the 12<sup>th</sup> day of September, 2016 in the Council Chambers to consider the matter.

**WHEREAS**, said portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) under consideration to be closed and abandoned is more particularly described as follows.

ALL of that area labeled “West Second Street to be Closed”, as shown on that plat entitled “Closing a Portion of West Second Street Survey for City of Washington” by Mayo and Mayo Associates, P.A. dated July 5, 2016 and recorded in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, Beaufort County Registry, to which plat reference is herein made for a more complete and accurate description.

**WHEREAS**, on the 25<sup>th</sup> day of July 2016, the Council also directed the Clerk to provide, by registered or certified mail, a copy of the Resolution of Intent to all persons who own property that abuts said portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401), as shown on the county tax records, and the Clerk has advised the Council that the Clerk has done the same.

**WHEREAS**, the Clerk has also advised the Council that adequate notices were posted on said portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) as required by North Carolina General Statute § 160A-299.

**WHEREAS**, the Council has provided a full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the potential closure and abandonment of

said portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) during the public hearing held this the 12<sup>th</sup> day of September, 2016.

**WHEREAS**, after a full and complete consideration of the matter, it now appears to the satisfaction of the Council that the closure and abandonment of said portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) are not detrimental to the property rights of any individual or contrary to the public interest, and that no person who owns property that abuts or is in the vicinity of said portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) will be deprived of a reasonable means of ingress and egress to their property as a result of said closure and abandonment.

**NOW THEREFORE BE IT RESOLVED**, said portion of West Second Street running west from Wilson Street to Plymouth Street (S.R. 1401) is hereby ordered closed and abandoned, and all right, title and interest that may be vested in the public to said area for street is hereby released and shall be conclusively presumed to be vested in those persons or entities owning lots or parcels of land adjacent thereto in accordance with the provisions of North Carolina General Statute § 160A-299.

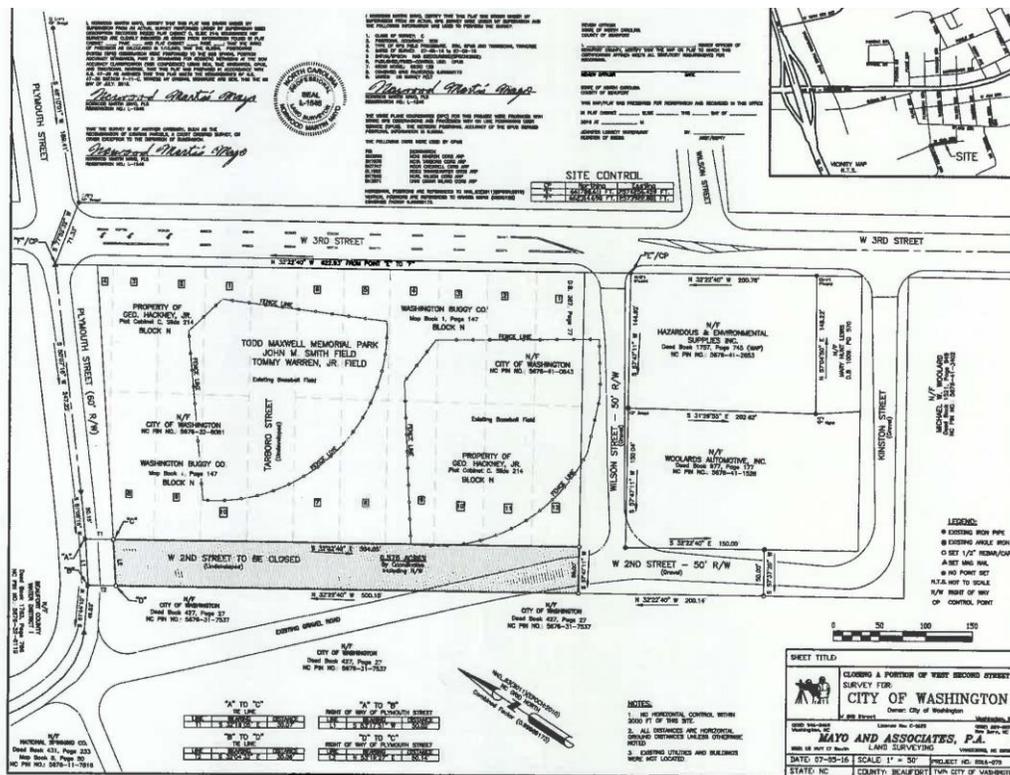
The Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Beaufort County a certified copy of this Resolution and Order.

Adopted this the 12<sup>th</sup> day of September, 2016.

Attest:

s/Cynthia S. Bennett  
City Clerk

s/Jay MacDonald Hodges  
Mayor



**APPROVE – TREE TRIMMING PURCHASE ORDER**

Jeff Clark, Electric Director explained that we may be able to get a better price if we go out for three year bids in the future. Bobby Roberson explained the funds will pay for two crews for 12 months and possibly a third crew for an additional 4 months. Jeff Clark said we are doing herbicide in-house.

By motion of Councilmember Beeman, seconded by Mayor Pro tem Finnerty, Council approved a \$450,000 P.O. to John Lucas Tree Expert Co. to provide tree trimming services from August 2016 through June 2017.

	<b>Asplundh</b>	<b>Davey</b>	<b>Lucas</b>
<b>Foreman</b>	<b>30.50</b>	<b>35.19</b>	<b>31.32</b>
<b>Climber</b>	<b>24.00</b>	<b>31.28</b>	<b>26.50</b>
<b>Groundman</b>	<b>22.50</b>	<b>23.46</b>	<b>22.10</b>
<b>Bucket</b>	<b>25.90</b>	<b>23.00</b>	<b>21.90</b>
<b>Disc Chipper-Large</b>	<b>13.25</b>	<b>12.81</b>	<b>9.00</b>
<b>Disc Chipper-Small</b>	<b>8.53</b>	<b>8.45</b>	<b>5.48</b>
<b>Total per hour</b>	<b>124.68</b>	<b>134.19</b>	<b>116.30</b>

**AUTHORIZE – CHIEF FINANCIAL OFFICER TO EXECUTE THE INVOICE CLOUD AGREEMENT**

*BACKGROUND AND FINDINGS: In conjunction with the financial and CIS software implementations we will be upgrading our various paperless payment portals for utility and other accounts receivable at a cost comparable to today’s.*

Councilmember Mercer inquired if this is in addition to or complementing our new software package. Matt Rauschenbach explained this replaces some existing outside services at no additional cost and compliments the new software at no additional cost. We will postpone implementation until the new utility software is installed. Mr. Rauschenbach explained the new financial software hopefully will be installed by January and utilities software by this time next year.

By motion of Councilmember Beeman, seconded by Councilmember Brooks, Council authorized Matt Rauschenbach to execute the necessary documents to execute the Invoice Cloud Agreement.

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

**ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL:**

Councilmember Mercer reviewed the updates from the last power agency rate meeting. He continued by discussing the power costs over the last twelve months. He requested a discussion on the October agenda to discuss implementing rate changes presented by Booth & Associates that would go into effect January 2017. Mr. Roberson noted that staff prepared the budget in good faith and would

rather take this up in budget discussions and have the reduction effect July 1 2017. Councilmember Mercer stated that to cover the rate reduction we could reduce the Electric Fund transfer as well as the Rate Stabilization Fund.

**CLOSED SESSION: UNDER NCGS § 143-318.11 (A)(3) ATTORNEY/CLIENT PRIVILEGE; (A)(1) DISCLOSURE OF CONFIDENTIAL INFORMATION AND 143-318.10 (E) PUBLIC RECORDS ACT AND (a)(6) Personnel**

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council agreed to enter into closed session at 6:15pm under NCGS § 143-318.11(a)(3) Attorney/Client Privilege; (A)(1) Disclosure of Confidential Information and 143-318.10 (E) Public Records Act and (A)(6) Personnel

By motion of Councilmember Pitt, seconded by Mayor Pro tem Finnerty, Council agreed to come out of closed session at 7:15pm.

**REMINDER:**

Ethics training at BCCC on September 20<sup>th</sup>.

**ADJOURN:**

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 7:15pm until Monday, September 26, 2016 at 5:30 pm, in the Council Chambers.

**(Subject to approval of City Council)**

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



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Mike Whaley, Purchasing Agent  
**Date:** September 26, 2016  
**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 vehicles through electronic auction using GovDeals.

**BACKGROUND AND FINDINGS:**

The purpose of this 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>
236	1988 Ford D80 Pumper Truck	Fire	1FDYD80U6JVA40088	31,705

**PREVIOUS LEGISLATIVE ACTION:**

**FISCAL IMPACT:**

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

**SUPPORTING DOCUMENTS:**



## REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Hodges & Members of the City Council  
**From:** Cynthia S. Bennett, City Clerk  
**Date:** September 26, 2016  
**Subject:** Appointment to Library Board of Trustees  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

**(William Pitt)**

I move that the City Council appoint \_\_\_\_\_ to the Library Board of Trustees to fill the un-expired term of Yvonne Saleem. Term to expire June 30, 2017.

**BACKGROUND AND FINDINGS:**

Council liaison Pitt will make a recommendation for the appointment to the Library Board of Trustees.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Board Applications

September 26, 2016

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**City Manager Review:** 9/21 Date Confir 9/21/16 Recommend Denial \_\_\_ No recommendation \_\_\_

Requested Board Brown Library Board of Trustees

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

NAME Leesa Payton Jones

ADDRESS 1411 Nicholson Street Washington NC

PHONE (WORK) \_\_\_\_\_ (HOME) 252 833-8995

E-MAIL ADDRESS Leesa.wisdom@aol.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 25 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A  
BOARD/COMMISSION? \_\_\_\_\_ IF YES, EXPLAIN \_\_\_\_\_

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

I feel I am qualified for an appointment to the Brown  
Library Board of Trustees because I have a passion  
for enhancing, preserving and protecting the  
invaluable resource the Brown Library is for  
all of us. This library is important for so many reasons.

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

August 31, 2016  
Date

Leesa Payton Jones  
Signature

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

Requested Board Brown Library

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

NAME Diane Tomlinson

ADDRESS 135 Fairway Dr Washington

PHONE (WORK) 923-9141 (HOME) 940-0390

E-MAIL ADDRESS dtomlinson1109@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 2 YEARS

YEARS OF EDUCATION 23 yrs

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

IF YES, PLEASE INDICATE \_\_\_\_\_

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN \_\_\_\_\_

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

1. Have served on boards in past
2. Have managed boards
3. Believe strong library imp't to community
4. Reading / Librarians have always been imp't to me

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

9/29/16  
Date

Diane Tomlinson  
Signature

Requested Board Brown Library

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

NAME Barbara Allen Grimes

ADDRESS 100 Summer Haven Lane

PHONE (WORK) retired (HOME) 946-6446

E-MAIL ADDRESS bgrimes10@suddenlink.net

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 44 YEARS

YEARS OF EDUCATION MLS - Masters in Library Science

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

IF YES, PLEASE INDICATE Washington City Board of Education

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

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

Classroom teacher - Junior High for 7 years; School Librarians  
for 26 years (K-12); Washington City Board of Education - 10  
years - Chairman for 2; head of Altar Guild at St. Peter's Episcopal  
Church for 4 years; many other duties at church; Community Concert  
Association officer years ago;

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

Aug. 22, 2016  
Date

Barbara A. Grimes  
Signature



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director/CFO  
**Date:** September 26, 2016  
**Subject:** Approve Pool Dehumidifier PO  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

### RECOMMENDATION:

I move that City Council approve a \$153,007 P.O. to Thermal Resource Sales, Inc. and adopt a budget ordinance amendment for the replacement of the dehumidifier unit at the aquatic center.

### BACKGROUND AND FINDINGS:

#### Quotes:

Thermal Resource Sales, Inc.	\$153,007
Brady	189,567
Eneco East, Inc.	240,850
American Facility Solutions	242,454

Recommended quote is considerably less than the \$300,000 included in the CIP and discussed during FY 2017 budget preparation. The Save the Pool campaign is on track to raise one half the funds needed for this project.

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

\_\_\_ Currently Budgeted \_\_\_  Requires additional appropriation \_\_\_ No Fiscal Impact

### SUPPORTING DOCUMENTS

Budget Amendment

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2016-2017**

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

Section 1. That the following account numbers in the Aquatic Center department of the General Fund appropriations budget be increased in the amounts indicated to provide funding for the replacement of the dehumidifier unit at the aquatic center.

10-40-6126-7400	Capital Outlay	\$ 153,007
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Section 2. That the following account numbers in the General Fund Estimated Revenues be increased in the amounts indicated.

10-00-3991-9910	Fund Balance Appropriated	\$ 76,504
10-40-3612-4150	Save the Pool	<u>76,503</u>
		\$153,007

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

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

Adopted this the 26th day of September, 2016.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Frankie Buck, Public Works Director  
**Date:** 09-19-16  
**Subject:** Authorize Manager to Execute a Lease Agreement with Beaufort County Police Activities League for a Ground Lease at Washington-Warren Airport (B.C.P.A.L.)  
**Applicant Presentation:** N/A  
**Staff Presentation:** Frankie Buck

### RECOMMENDATION:

I move Council authorize the City Manager to execute the attached lease agreement with B.C.P.A.L. for a ground site lease at Washington-Warren Airport.

### BACKGROUND AND FINDINGS:

Please find attached a copy of the Ground Site Lease Agreement with B.C.P.A.L. January 11, 2016 the Council agreed to lease land to B.C.P.A.L. with the condition that the front of the facility have a brick facade to compliment the new terminal building. The placement of the structure on airport property is also subject to N.C.DOA/FAA approval. The city has received approval from N.C.DOA and a notification of proposed construction has been filed with FAA. The airport advisory board has approved this project as well.

### PREVIOUS LEGISLATIVE ACTION

January 11, 2016

### FISCAL IMPACT

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

### SUPPORTING DOCUMENTS

B.C.P.A.L. Ground Site Lease

**City Manager Review:** Frankie Buck Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No  
**Recommendation** 9/21 Date  
 September 26, 2016  
 Page 25 of 69

**NORTH CAROLINA  
BEAUFORT COUNTY**

**BEAUFORT COUNTY POLICE ACTIVITIES LEAGUE, INC.  
FACILITY GROUND SITE LEASE AGREEMENT  
REQUIRING FACILITY CONSTRUCTION**

**THIS FACILITY GROUND SITE LEASE AGREEMENT** ("Lease") is made, entered into, and executed in duplicate originals as of the \_\_\_ day of \_\_\_\_\_, 2016, by and between **THE CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes, ("LESSOR") and **BEAUFORT COUNTY POLICE ACTIVITIES LEAGUE, INC. (BCPAL)**, a North Carolina 501 C3 Nonprofit Corporation ("LESSEE").

**WITNESSETH**

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

That certain tract or parcel of land shown on the Site Plan of Jarvis Consulting, Inc. dated September 2, 2016 and entitled Beaufort County Police Activity League, LLC Lease Site for Program Facility, as more particularly depicted in Exhibit A attached hereto and incorporated herein by reference.

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

**SECTION ONE**

**Acceptance, Maintenance and Use of Facility Ground Site**

LESSEE agrees to accept the facility ground site and the grounds immediately adjacent thereto in the physical condition in which the same now is. LESSEE further agrees to maintain the facility ground site and grounds immediately adjacent thereto in at least a like condition during the term of this Lease, normal wear and tear accepted; provided, however, LESSOR reserves the right to install such concrete as it desires. Said maintenance shall include mowing, if applicable, such that any grass shall not reach a height of more than six (6) inches and other customary upkeep. LESSEE further agrees to maintain the facility ground site and grounds immediately adjacent thereto in a clean, neat and orderly manner so as to promote the Airport, and further agrees to abide by such reasonable requests as may be made by LESSOR for the BCPAL Facility Lease 9 19 2016

proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of equipment or discarded junk or the discharge of hazardous or regulated chemicals onto the Airport. LESSEE further agrees to surrender the facility ground site and grounds immediately adjacent thereto back to LESSOR in as good a condition as the same now is, ordinary wear and tear excepted, upon termination of this Lease. The parties expressly understand that LESSOR may develop the grounds immediately adjacent to the premises; in which case, the maintenance obligation described herein shall decrease as directed by LESSOR. As used herein, "grounds immediately adjacent" shall mean the areas between the facility ground site and the adjacent property located generally to the East that is owned by Beaufort County, the cul-de-sac located generally to the South, the fence located general to the West, and the fence located generally to the North.

LESSEE agrees to construct a facility containing approximately 6,000 square feet (4,800 finished and 1,200 unfinished), paved access, and paved parking lot on the facility ground site as specified in Section 6, subparagraph B, subparagraph 1 of this Lease.

The facility ground site and facility to be constructed thereon shall be used primarily as a youth aviation center and only for those purposes that support LESSEE's nonprofit mission and status.

**SECTION TWO  
Parking Space**

Intentionally omitted

**SECTION THREE  
Right of Ingress and Egress**

LESSEE shall have at all times the full and free right of ingress to and egress from the facility ground site referred to in this Lease for LESSEE and its employees, clients, guests and other licensees or invitees (collectively, "LESSEE's permittees"). Such rights also extend to persons or organizations supplying materials or furnishing services to LESSEE, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

**SECTION FOUR  
Term**

The term of this Lease shall be for ten (10) years, beginning on the Rent Commencement Date (as hereinafter defined) and ending on the anniversary of the Rent Commencement Date that is ten (10) years after the Rent Commencement Date, unless sooner terminated as provided for herein. LESSEE shall have the right to renew this Lease on substantially the same terms and conditions for one additional term of up to ten (10) years by providing written notice to LESSOR of LESSEE's intent to renew this Lease. Such notice shall be provided by LESSEE to LESSOR at least ninety (90) days before the expiration of the initial term and shall specify the length of the additional term [up to ten (10) years]. Notwithstanding LESSEE's right to renew, prior to

any such renewal provided for herein, the parties shall conduct good faith negotiations in order to consider any modification of this Lease and enter a new written agreement. Notwithstanding anything hereinabove to the contrary, LESSEE's right to renew as described herein is subject to the parties reaching a written agreement concerning an increase in rent to an amount that is similar to the amount then being paid to the City by tenants occupying facilities that are owned by the City.

**SECTION FIVE**  
**Rental**

For the use of the premises, facilities, rights, services, and privileges granted in this Lease, including but not limited to the facility ground site upon which the facility, paved access and paved parking lot are to be constructed hereafter by LESSEE, LESSEE agrees to pay LESSOR the sum of \$10.00 per year, due and payable each year in one lump sum, beginning on or before the Rent Commencement Date (as hereinafter defined) and on or before the same date each and every year thereafter until the termination of this Lease. As additional consideration for this Lease, LESSOR expressly acknowledges the obvious and immeasurable benefits to the City of Washington, its youth as well as citizens, and the public at large that will result from BCPAL's operations from the facility that is to be constructed upon the facility ground site.

**SECTION SIX**  
**Rights, Privileges, Obligations, and Responsibilities**

A. In its use of the facility ground site and facility, LESSEE is granted the following specific rights and privileges.

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

B. In its use of the facility ground site and facility, LESSEE accepts the following obligations and responsibilities.

(1) LESSEE, at its own expense, shall construct a new facility, paved access and paved parking lot and make other site improvements at the facility ground site in accordance with LESSEE's proposed site plans as the same may be modified, supplemented, or amended and only if said site plans, modifications, supplements, or amendments are accepted by LESSOR. Said site plans, including sketch and/or specifications, are attached hereto or will be attached hereto as Exhibit "B" and incorporated herein by reference. LESSEE, at its own expense, shall

construct any paving, including for access, to the premises; any vehicular parking lot; and any paving or graveling to gain access to any existing pavement or gravel. All such paving or graveling shall be completed in accordance with the site plans, including specifications, approved by LESSOR. On or before six (6) months from the effective date of this Lease, LESSEE shall submit the site plans, including specifications, to LESSOR and shall complete construction of such improvements within twelve (12) months of LESSOR's written approval thereof, which written approval shall not be unreasonably withheld or delayed. The date of LESSOR's written approval of LESSEE's site plans shall be the Rent Commencement Date. In the event LESSEE makes any such improvements without LESSOR approval or inconsistent with LESSOR's approval, then, upon notice to do so, LESSEE shall remove or alter the same consistent with said notice, or, LESSOR, at its option, may cause the same to be removed or altered to the satisfaction of LESSOR and LESSEE shall pay the cost thereof to LESSOR as additional rent. If LESSEE fails to comply with such notice within thirty (30) days or to commence to comply and diligently pursue compliance to completion, LESSOR may affect the removal or alteration and LESSEE shall pay the cost thereof to LESSOR as additional rent.

LESSEE expressly agrees in the making of any and all improvements that, except with written consent of LESSOR, it will neither give or grant, nor purport to give or grant any lien upon the facility ground site or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said facility ground site and improvements thereon, and LESSEE will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by LESSOR to all persons that no lien attaches to any such improvements.

Any and all improvements constructed or made by LESSEE on the facility ground site shall be constructed and made in accordance with Airport and any other applicable industry or building standards and practices. LESSEE further covenants and agrees that any and all improvements constructed by LESSEE on the facility ground site shall correspond in design and appearance with other facilities constructed or to be constructed on the Airport, will be in accordance with any existing Airport plan adopted by LESSOR, and shall be subject to the approval of the City of Washington Building Inspector.

(2) The use and occupancy of the facility ground site and the use and maintenance of the grounds immediately adjacent thereto by LESSEE shall be without cost or expense to LESSOR. It is understood and agreed that LESSOR is not obligated to furnish any utility services such as electric, water, sewer and gas to LESSEE during the period of occupancy. If LESSOR operates or maintains utility services to the facility ground site, it will continue to furnish such utility services at the request of LESSEE provided that LESSEE shall assume and pay for necessary meters for measuring said service and the charges for providing such service.

LESSEE shall save LESSOR harmless of and from any and all costs or charges for utility services furnished to or required by LESSEE during the term hereof and shall provide, at its own cost or expense, such services as may be necessary or required in the operation and maintenance of the facility ground site to any and all storm and sanitary sewers, water, and utility outlets at its

own expense and shall pay for any and all service charges incurred or used on the facility ground site.

(3) LESSEE shall maintain and be responsible for all repairs to the facility, paved access, and paved parking lot following their construction by LESSEE on the facility ground site. LESSEE agrees, at its own expense, to cause the facility ground site and the buildings, improvements, appurtenances thereto, including grounds immediately adjacent thereto, to be maintained in a presentable condition and equal in appearance and character to other similar improvements on said Airport. All tools, machines, parts and maintenance equipment shall be stored inside the facility.

(4) LESSEE agrees, at its own expense, to cause all waste, garbage and rubbish to be removed from the facility ground site and agrees not to deposit the same on any of the Airport premises, except LESSEE may temporarily deposit the same on the facility ground site in an approved container or enclosure in connection with their collection or removal. LESSEE agrees that it will not allow the accumulation of rubbish, waste, foul material, contaminant, or otherwise create an unhealthy or hazardous condition on the facility ground site.

(5) LESSEE will not suffer or permit to be maintained upon the outside of any improvements located on the leased premises any billboards or advertising signs unless previously approved in writing by LESSOR. Notwithstanding the foregoing, a "BEAUFORT COUNTY POLICE ACTIVITIES LEAGUE, INC.," company identification sign will be permissible on the facility ground site subject to LESSOR's prior approval, consistency with any applicable ordinance, and LESSEE's adherence to any rules and regulations regarding size, type, and permits, if applicable.

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

(7) Any and all improvements to, use of, or activities upon the facility ground site shall conform to and be consistent with the then current Airport plan as well as the minimum standards, rules and regulations adopted for the Airport by LESSOR, as amended. It is expressly agreed that LESSOR's approval of any plans for, inspections of, or acceptance of, any improvements, including such materials, equipment or work undergone by LESSEE shall not constitute or be construed as (a) a guarantee by LESSOR of the quality of fitness of such materials, equipment or work; (b) relieving LESSEE of the duty of supplying good and sufficient materials, equipment or work; or (c) a waiver of any obligations elsewhere in this Lease imposed upon LESSEE for maintaining the demised premises in good condition and repair, or repairing, rebuilding, or replacing the same due to damage or destruction by fire or other casualty. It is covenanted and agreed that, in approving of plans and specifications, making of inspections, or accepting any improvements contemplated hereunder, LESSOR is acting for and on its behalf and not as an agent of LESSEE.

(8) LESSEE, in its use, improvement, or operation of the premises, including facility ground site, shall not, on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law

and shall otherwise use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, as may be amended.

**SECTION SEVEN**  
**Taxes and Assessments**

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

LESSEE must verify, if requested, that any personal property of LESSEE that is located on the facility ground site or grounds immediately adjacent thereto is listed on the tax rolls of Beaufort County, North Carolina, for the current year.

**SECTION EIGHT**  
**Maintenance and Utilities**

Except as otherwise specified herein, during the term(s) of this Lease, LESSOR shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of the individual operators or lessees, including, but not limited to the vehicle parking areas and all roadways. Subject to the conditions expressly set forth in Section 6 Part B hereof, LESSOR shall also maintain and operate all sewage and water facilities, electrical and electronic facilities and such other appurtenances and services as are now or hereafter connected with the operation of the Airport.

**SECTION NINE**  
**Rules and Regulations**

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

LESSEE agrees to observe and obey the rules and regulations with respect to the use of the Airport premises, including facility ground site; provided, however, that such rules and regulations shall be consistent with all rules, regulations, and orders of the Federal Aviation

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

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

### **SECTION TEN Subordination**

This Lease shall be subject and subordinate to the provisions of any existing or future agreement between LESSOR and the United States, the State of North Carolina, or any agencies thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development or operation of the Airport or as a condition precedent to the acquisition of the Airport facilities by LESSOR. It is specifically understood by LESSEE that this Lease is subject to the recapture clause and other conditions of grant agreements and/or assurances with the Federal Aviation Administration, Navy Department, Civil Aeronautics Administration, and the State of North Carolina, or their respective replacement administration/agency or other successor. LESSOR shall, to the extent permitted by law, use its best efforts to cause any such agreements or assurances to include provisions protecting and preserving the rights of LESSEE in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreements and/or assurances or by actions pursuant thereto by LESSOR or the other parties named hereinabove.

### **SECTION ELEVEN Indemnification**

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

LESSEE agrees to indemnify LESSOR against any and all liability for injuries to persons or damage to property caused by LESSEE's, or LESSEE's permittees', negligent use or occupancy of the leased premises; provided, however, that LESSEE shall not be liable for any injury, damage, or loss occasioned by the negligence of LESSOR or its agents or employees; and

provided further that LESSOR shall give to LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingent or otherwise, affects or might affect LESSEE, and LESSEE shall have the right to compromise and defend the suit to the extent of its own interest.

## **SECTION TWELVE**

### **Insurance**

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

The minimum amount of insurance due hereunder (initially \$1,000,000.00) shall be reestablished following every fifth year through good faith negotiations regarding the same. Said readjustment(s) shall be applicable for the next five (5) years until the next readjustment consistent herewith. Notwithstanding the foregoing, the minimum amount of insurance due hereunder shall not be less than \$1,000,000.00 at any time during the period of this Lease.

## **SECTION THIRTEEN**

### **Termination and Default**

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

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

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

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

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

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

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

(1) LESSEE fails to make any payment of rent when due and such failure continues for fifteen (15) days after LESSOR notifies LESSEE in writing of such failure.

(2) LESSEE abandons the facility ground site for a period in excess of ninety (90) days, allows the facility subsequently constructed thereon to remain vacant for a period in excess of ninety (90) days, or fails to have the equipment stored in the facility listed on the rolls of Beaufort County at any time during any term.

(3) LESSEE files a voluntary petition in bankruptcy including a reorganization plan; makes a general or other assignment for the benefit of creditors; is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within sixty (60) days after the appointment of such receiver.

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

D. In the event LESSEE fails to remedy any default in the time and manner herein provided for, LESSOR, at its option and without any other notice, demand, or legal proceeding, may terminate this Lease, require LESSEE to vacate, enter the facility ground site, and eject LESSEE therefrom or may pursue any other lawful right or remedy.

## **SECTION FOURTEEN**

### **Surrender of Possession: Title to Improvements and Repairs**

Upon expiration of the original term or renewal term, as the case may be, of this Lease or upon earlier termination under any circumstances, LESSEE's rights to use the premises, facilities, and services described in this Lease shall cease, and LESSEE shall vacate the premises without unreasonable delay. Upon expiration of the original term or renewal term, as the case

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

**SECTION FIFTEEN**  
**Inspection by Lessor**

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

**SECTION SIXTEEN**  
**Assignment and Subletting**

LESSEE shall not at any time sell the facility that is to be hereafter constructed by LESSEE on the facility ground site or sublease, assign, or in any manner surrender personal control of any part of the property or rights herein leased without the written consent of LESSOR, which consent may be withheld in the LESSOR's sole discretion. Provided, however, that the foregoing shall not prevent the assignment or subletting of such rights to any corporation with which LESSEE may merge or consolidate, or which may succeed to the business of LESSEE, or to the United States Government or any agency thereof. It is recognized that the interest of all parties will be promoted and served by the increased use of the Airport facilities and it is not the intention of this provision to so restrict this use, but rather to insure that the same is accomplished with the view of serving the public interest vested in LESSOR.

**SECTION SEVENTEEN**  
**Notices**

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

TO LESSOR:           City of Washington  
                          Attn: City Manager

Post Office Box 1988  
Washington, NC 27889

TO LESSEE: Beaufort County Police Activities League, Inc. (BCPAL)  
Attn: Alvin D. Powell  
P.O. Box 161  
Bath, NC 27808

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

**SECTION EIGHTEEN**  
**Governing Law**

This Lease has been entered into in the State of North Carolina, County of Beaufort, and all questions with respect to the construction and performance of this Lease and the rights and liabilities of the parties hereto shall be governed by and construed pursuant to the laws of the State of North Carolina. The parties agree that the exclusive venue for any legal action initiated or concerning this Lease, or arising in any way from or out of this Lease, shall be brought in Beaufort County Superior Court, North Carolina. The parties hereto hereby submit to the jurisdiction of said Court and waive any right they may have to venue in any other jurisdiction.

**SECTION NINETEEN**  
**Severability**

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

**SECTION TWENTY**  
**Effect of Waiver**

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

**SECTION TWENTY ONE**  
**Effect of Lease**

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

**SECTION TWENTY TWO**  
**Attorney's Fees**

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

**SECTION TWENTY THREE**  
**Entire Agreement**

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

Notwithstanding anything herein to the contrary, this Lease shall be interpreted and, if necessary, amended, to insure and preserve its compliance with any applicable Federal obligation. If LESSEE refuses to effectuate any amendment that may be required to insure and preserve compliance with any applicable Federal obligation, such refusal shall constitute an event of default and this Lease may be terminated as a result thereof upon notice from LESSOR to LESSEE.

**SECTION TWENTY FOUR**  
**Modification of Lease**

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

(SIGNATURES ON THE FOLLOWING PAGE)

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

**PRE-AUDIT CERTIFICATE**

This Lease 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 (SEAL)

LESSOR:  
CITY OF WASHINGTON

(CORPORATE SEAL)

\_\_\_\_\_  
Bobby Roberson, City Manager

ATTEST:

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

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

LESSEE:  
Beaufort County Police Activities League, Inc. (BCPAL)

\_\_\_\_\_  
By: Alvin D. Powell, \_\_\_\_\_

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

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, do here 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 body politic and corporate, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and Notary seal, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that ALVIN D. POWELL, who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged that he is the \_\_\_\_\_ of Beaufort County Police Activities League, Inc., a North Carolina 501 C3 Nonprofit Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him, as \_\_\_\_\_.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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





# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Frankie Buck, Public Works Director  
**Date:** 09-19-16  
**Subject:** Authorize Manager to Execute a Lease Agreement with Metro Aviation for a Lease of the Corporate Hangar at Washington-Warren Airport

**Applicant Presentation:** N/A  
**Staff Presentation:** Frankie Buck

## RECOMMENDATION:

I move Council authorize the City Manager to negotiate if necessary and execute the attached lease agreement with Metro Aviation for the lease of the Corporate Hangar at Washington-Warren Airport.

## BACKGROUND AND FINDINGS:

Please find attached a copy of the Corporate Hangar Lease Agreement with Metro Aviation. During the past year this hangar has been being used by Metro Aviation on an as needed basis for storage of aircraft and weather emergencies. Metro has paid a daily rental rate for the use of the hangar. Metro has requested a permanent lease for the hangar. Metro Aviation currently leases the hangar adjacent to this site and is the largest fuel consumer at the airport. The Airport Advisory Board has approved this lease as well.

## PREVIOUS LEGISLATIVE ACTION

## FISCAL IMPACT

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

## SUPPORTING DOCUMENTS

Metro Aviation Lease Agreement

**City Manager Review:** Frankie Buck Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No  
 Recommendation 9/21 Date September 26, 2016  
 Page 41 of 69

**NORTH CAROLINA  
BEAUFORT COUNTY**

**CORPORATE HANGAR LEASE AGREEMENT**

**THIS CORPORATE HANGAR LEASE AGREEMENT** ("Lease") is made, entered into, and executed in duplicate originals as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Lease Effective Date") by and between **THE CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes and having a principal address of P.O. Box 1988, Washington, NC 27889 ("LESSOR"), and **METRO AVIATION, INC.**, a Louisiana corporation authorized to conduct business in the State of North Carolina and having a principal address of 1214 Hawn Avenue, Shreveport, Louisiana 71107 ("LESSEE").

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

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

MEASURING 80 feet by 66 feet, containing approximately 5,280 square feet and being the footprint of the hangar, specifically exclusive of all adjacent and nearby taxiways, access ramps, aprons, parking areas or other paved surfaces or grounds, more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference.

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

**SECTION ONE  
Use of Airport**

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

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

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

## **SECTION TWO**

### **Acceptance, Maintenance and Use of Premises**

LESSEE agrees to accept the premises and the grounds immediately adjacent thereto in the physical condition in which the same now is. LESSEE further agrees to maintain the premises and the grounds immediately adjacent thereto in at least a like condition during the term of this Lease, normal wear and tear excepted. Said maintenance shall include mowing such that any grass shall not reach a height of more than six (6) inches and other customary upkeep. LESSEE further agrees to maintain the premises and the grounds immediately adjacent thereto in a clean, neat and orderly manner so as to promote the use of the Airport, and further agrees to abide by such reasonable requests as may be made by LESSOR for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of non-aviation equipment or discarded junk or the discharge of hazardous or regulated chemicals onto the Airport. LESSEE further agrees to surrender the premises and the grounds immediately adjacent thereto back to LESSOR in as good a condition as the same now is, ordinary wear and tear excepted, upon termination of this Lease. The parties expressly understand that LESSOR may develop the grounds immediately adjacent to the premises; in which case, the maintenance obligation described herein shall decrease as directed by LESSOR. As used herein "grounds immediately adjacent" shall mean the areas between the hangar and the pavement located generally to the north, the taxiway located generally to the west, the middle of the ditch located generally to the south, and the fence located generally to the east.

The premises are to be used only for aircraft related operations and limited to the storage of private aircraft owned or leased by LESSEE as well as for the repair and maintenance of LESSEE'S private aircraft or aeronautical equipment only. In addition to the foregoing, LESSEE is specifically authorized to store in the hangar equipment necessary for LESSEE to fulfill its maintenance obligation hereunder. Only licensed and airworthy private aircraft owned or leased by LESSEE may occupy the hangar located on the premises (spare aircraft parts, excepted). No other use of the premises will be permitted without a separate written agreement between the

parties. Specifically, LESSEE shall not offer or permit any commercial sale, repair service or other aeronautical services, including the rebuilding, restoring, or maintaining of a succession of aircraft, to be offered to, rendered in, on or from any hangar or premises without a separate written agreement between the parties. Aircraft to be hangared at the premises may be inspected by a representative of LESSOR prior to signing this Lease and during the Lease period. Should an aircraft become unairworthy during the Lease period, a determination by LESSOR may terminate this Lease.

Notwithstanding anything to the contrary in this Lease, including this Section Two, the parties hereto expressly agree and acknowledge that LESSEE may utilize the hangar for the storage, maintenance, and operation of air medical helicopters, including but not limited to positioning of flight, maintenance and medical crews ("Air Medical Operation"). The helicopters stored at the hangar may be owned or leased by a third party, but shall be utilized in conjunction with said Air Medical Operation. Repair and maintenance of said helicopters conducted at the hangar shall be performed by employees of LESSEE. LESSEE expressly acknowledges that LESSEE shall not utilize the hangar or hangar ground site for or in conjunction with any aeronautical service, business or other operation except as specifically permitted herein unless the same is authorized by a fixed base operation agreement with LESSOR.

### **SECTION THREE**

#### **Parking Space**

LESSOR grants LESSEE, and LESSEE's permittees, without charge, adequate vehicular parking space located as near as practicable to the premises. LESSOR shall designate the area to be used, which area shall be maintained and kept in good order and condition by LESSOR.

### **SECTION FOUR**

#### **Right of Ingress and Egress**

LESSEE shall have at all times the full and free right of ingress to and egress from the premises and facilities referred to in this Lease for LESSEE and LESSEE's permittees. Such rights also extend to persons or organizations supplying materials or furnishing services to LESSEE, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

### **SECTION FIVE**

#### **Term**

The term of this Lease shall become effective on the Lease Effective Date and shall remain in effect for twelve months ending on \_\_\_\_\_, 2017 ("First Term"). The Lease shall automatically renew for additional one year terms unless either party provides written notice of non-renewal at least 60 days prior to the expiration of the then current term.

### **SECTION SIX**

#### **Rental**

LESSEE agrees to pay LESSOR for the use of the premises, facilities, rights, services, and privileges granted in this Lease the sum of \$1.14 per square foot of hangar space per year for 5,280 square feet (\$6,019.20), \$3,019.20 of which shall be due and payable on or before the Lease Effective Date and the balance of which (\$3,000) shall be due and payable on or before \_\_\_\_\_, 2017 (7<sup>th</sup> month of lease). The rent will be increased 2% for each renewal term, with said revised rent becoming effective with each renewal term on \_\_\_\_\_ each year.

**SECTION SEVEN**  
**Rights, Privileges, Obligations, and Responsibilities**

- A. LESSOR shall be responsible for normal repairs, if any, as the same may be required as a result of ordinary wear and tear during the term of this Lease.
- B. In its use of the Airport and related facilities, LESSEE is granted the following specific rights and privileges:
- (1) LESSEE has the right to add any additional capital improvements on the premises under the exclusive control of LESSEE, including the right to install, maintain, and remove additional adequate storage facilities and appurtenances for the purpose of carrying out any of the activities provided for herein, subject to advance approval from LESSOR as well as any other conditions herein generally or particularly set forth. All capital improvements so added by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR. Any improvements that involve alterations to other Airport premises under the non-exclusive control of LESSEE shall be subject to approval in advance by LESSOR and all improvements so added by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR.
- C. In its use of the Airport and related facilities, LESSEE accepts the following obligations and responsibilities:
- (1) The use and occupancy of the premises and the use and maintenance of the grounds immediately adjacent thereto by LESSEE shall be without cost or expense to LESSOR. It is understood and agreed that LESSOR is not obligated to furnish any utility services such as electric, water, sewer and gas to LESSEE during the period of occupancy. If LESSOR operates or maintains utility services to the premises, it will continue to furnish such utility services at the request of LESSEE provided that LESSEE shall assume and pay for necessary meters for measuring said service and the charges for providing such service.

LESSEE shall save LESSOR harmless of and from any and all costs or charges for utility services furnished to or required by LESSEE during the term hereof and shall provide, at its own cost or expense, such services as may be necessary or required in the operation and maintenance of the premises to any and all storm

and sanitary sewers, water, and utility outlets at its own expense and shall pay for any and all service charges incurred or used on the premises.

- (2) LESSEE shall maintain and be responsible for all repairs to the hangar located on the premises as may be required as a result of LESSEE's or LESSEE's permittees' actions, including but not limited to activities on the premises. LESSEE agrees, at its own expense, to cause the premises and the buildings, improvements, and appurtenances thereto, including grounds immediately adjacent thereto, to be maintained in a presentable condition and equal in appearance and character to other similar improvements on said Airport. All tools, machines, parts and maintenance equipment shall be stored in the hangar.
- (3) LESSEE agrees, at its own expense, to cause all waste, garbage and rubbish to be removed from the premises and agrees not to deposit the same on any of the Airport premises, except LESSEE may temporarily deposit the same on the premises in an approved container or enclosure in connection with their collection or removal. LESSEE agrees it will not allow the accumulation of rubbish, waste, foul material, contaminant or otherwise create an unhealthy or hazardous condition on the premises.
- (4) LESSEE will not suffer or permit to be maintained upon the outside of any improvements located on the premises any billboards or advertising signs unless previously approved in writing by LESSOR. A normal company identification sign will be permissible on the premises subject to the approval of LESSOR and consistency with any applicable ordinance.
- (5) LESSEE will make no unlawful, improper or offensive use of the premises.
- (6) Any and all improvements to, use of, or activities upon the premises shall conform to and be consistent with the then current Airport plan as well as the minimum standards, rules and regulations adopted for the Airport by LESSOR, as amended.
- (7) LESSEE, in its use, improvement, or operation of the premises and facilities of the Airport including premises, shall not, on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, as may be amended.

## **SECTION EIGHT**

### **Taxes and Assessments**

LESSEE shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the premises or any improvements or other property situated thereon, it being the mutual intention of the

parties that LESSOR shall not be required to pay any taxes on either real or personal property by reason of permitting LESSEE to use said real property as herein described. LESSEE also agrees to indemnify LESSOR against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

The parties hereto expressly agree and acknowledge that LESSEE shall list all applicable property owned by LESSEE in accordance with North Carolina tax laws and LESSEE shall abide by all North Carolina real and personal property tax laws with regard to the property it owns. LESSEE must verify, if requested, that any hangared aircraft owned by LESSEE, including any spare parts, is listed on the tax rolls of Beaufort County, North Carolina, for the current year; however, LESSEE shall have no obligation to insure or verify that any hangared aircraft owned by PITT COUNTY MEMORIAL HOSPITAL INCORPORATED, doing business as VIDANT MEDICAL TRANSPORT, a North Carolina nonprofit corporation ("Vidant") is listed on said tax rolls.

## **SECTION NINE Maintenance and Utilities**

Except as otherwise specified herein, during the term of this Lease, LESSOR shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of the individual operators and lessees, including, but not limited to the terminal building; vehicle parking areas and all roadways, runways, aprons and taxiways. Subject to the conditions expressly set forth in Section 7, Part B hereof, LESSOR shall also maintain and operate all sewage and water facilities, electrical and electronic facilities and such other appurtenances and services as are now or hereafter connected with the operation of the Airport.

## **SECTION TEN Rules and Regulations**

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

LESSEE agrees to observe and obey the rules and regulations with respect to the use of the Airport premises, including premises; provided, however, that such rules and regulations shall be consistent with all rules, regulations, and orders of the Federal Aviation Administration; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Lease or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to LESSEE's use of the Airport premises, including premises.

LESSEE further agrees to indemnify and hold LESSOR harmless for any and all damage of any kind arising from LESSEE's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by LESSEE, or LESSEE's permittees.

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

## **SECTION ELEVEN**

### **Subordination**

This Lease shall be subject to and subordinate to the provisions of any existing or future agreement between LESSOR and the United States, the State of North Carolina, or any agencies thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development or operation of the Airport or as a condition precedent to the acquisition of the Airport facilities by LESSOR. It is specifically understood by LESSEE that this Lease is subject to the recapture clause and other conditions of grant agreements and/or assurances with the Federal Aviation Administration, Navy Department, the Civil Aeronautics Administration, and the State of North Carolina, respectively. LESSOR shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of LESSEE in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreements or by actions pursuant thereto by LESSOR or the other parties named hereinabove.

## **SECTION TWELVE**

### **Indemnification**

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

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

**SECTION THIRTEEN**  
**Insurance**

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

**SECTION FOURTEEN**  
**Termination and Default**

- A. Unless automatically renewed as provided for herein, this Lease shall terminate at the end of the First Term or any subsequent renewal term, unless sooner terminated as provided for herein. No holding over by LESSEE after the expiration or earlier termination of this Lease shall operate to extend or renew this Lease for any further term whatsoever; but LESSEE will, by any such holding over, become the tenant at will of LESSOR. After any written notice by LESSOR to vacate the premises, continued occupancy thereof by LESSEE shall constitute LESSEE a trespasser.
- B. This Lease shall be subject to termination by LESSEE in the event of any one or more of the following events:
- (1) The abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft.
  - (2) The default by LESSOR in the performance of any of the terms, covenants, or conditions of this Lease and the failure of LESSOR to remedy, or to undertake to remedy, such default for a period of thirty (30) days after receipt of notice from LESSEE to remedy the same.
  - (3) Damage to or destruction of all or a material part of the premises or Airport facilities necessary for the LESSEE's use of the premises.
  - (4) The lawful assumption by the United States, or the State of North Carolina or any authorized agency thereof, of the operation, control or use of the Airport, or any

substantial part or parts thereof, in such a manner as to restrict substantially LESSEE from using the premises for a period in excess of ninety (90) days.

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

- (1) The default by LESSEE in the performance of any of the terms, covenants, or conditions of this Lease, and the failure of LESSEE to remedy or undertake to remedy such default for a period of thirty (30) days after receipt of written notice from LESSOR to remedy the same. Notwithstanding the foregoing, if LESSEE abandons the premises for any period of time, allows the hangar thereon to remain vacant (unoccupied by aircraft) for a period in excess of ninety (90) days, fails or neglects to make any payment of rental when due, or fails to have the aircraft and equipment that are owned by LESSEE and stored in the hangar (not including those owned by Vidant) listed on the tax rolls of Beaufort County at any time during the term, LESSOR, at its option and without any other notice, demand, or legal proceeding, may declare this Lease void, terminate this Lease, require LESSEE to vacate, enter the premises, and eject LESSEE therefrom or may pursue any other lawful right or remedy.
- (2) LESSEE files a voluntary petition in bankruptcy including a reorganization plan; makes a general or other assignment for the benefit of creditors; is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

D. Notwithstanding anything to the contrary in this Lease, including this Section Fourteen, LESSEE may at any time terminate this Lease upon thirty (30) days written notice to LESSOR. Upon such termination, the conditions and obligations of this Lease which by their nature would be required to survive such termination shall survive such termination except LESSEE shall not be obligated to pay any rent that would have come due but for said termination. Upon such termination, the provisions of Section Fifteen of this Lease shall apply.

#### **SECTION FIFTEEN Surrender of Possession**

Upon termination by expiration of the First Term or any subsequent renewal term of this Lease or upon earlier termination under any circumstances, LESSEE's right to use the premises, facilities, and services described in this Lease shall cease, and LESSEE shall vacate the premises without unreasonable delay. Upon termination by expiration of the First Term or any subsequent renewal term of this Lease or upon earlier termination under any circumstances, LESSEE shall have no further right or interest in any of the premises or the improvements thereon. It is mutually agreed the title to any and all improvements currently situated, hereafter erected, or hereafter constructed upon the premises shall remain, revert to or become owned and possessed, as the case may be, by LESSOR upon the expiration or earlier termination of this Lease, without





connection, attention is invited to the fact that the management of said Airport, its general appearance and the manner in which the general public is met and served is of paramount importance to the LESSOR, and, in the event of any dispute requiring adjustment or adjudication by arbitration, as herein provided, said arbitrators shall give particular attention to these considerations to the extent that LESSEE shall comply with all requirements of this Lease.

**SECTION TWENTY THREE**  
**Effect of Lease**

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

**SECTION TWENTY FOUR**  
**Attorney's Fees**

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

**SECTION TWENTY FIVE**  
**Entire Agreement**

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

Notwithstanding anything herein to the contrary, this Lease shall be interpreted and, if necessary, amended, to insure and preserve its compliance with any applicable federal obligation. If LESSEE refuses to effectuate any amendment that may be required to insure and preserve the compliance with any applicable federal obligation, such refusal shall constitute an event of default and this Lease may be terminated as a result thereof upon notice from LESSOR to LESSEE.

**SECTION TWENTY SIX**  
**Modification of Lease**

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

*(SIGNATURES ON THE FOLLOWING PAGE.)*

IN WITNESS WHEREOF, each party to this Lease has caused it to be duly and properly executed as evidenced by the authorized signatures below.

**PRE-AUDIT CERTIFICATE**

This Lease 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 (SEAL)  
City of Washington

**LESSOR:**

**CITY OF WASHINGTON**

(corporate seal)

By: \_\_\_\_\_  
Bobby Roberson, City Manager

ATTEST:

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

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

**LESSEE:**

**METRO AVIATION, INC.**  
**A Louisiana Corporation**

(corporate seal)

By: \_\_\_\_\_  
Thomas M. Stanberry, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

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

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

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

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is Secretary of **METRO AVIATION, INC.**, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Thomas M. Stanberry, its President, sealed with its corporate seal and attested by himself/herself as its Secretary.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

**EXHIBIT "A"**





# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director/CFO  
**Date:** September 26, 2016  
**Subject:** Approve Sherwood Forest Underground Electric PO's  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that City Council approve a \$23,500 P.O. to Shealy Electric and \$40,036 to Westinghouse Electric Supply to purchase wire and pad mount transformers for the Sherwood Forest underground project.

**BACKGROUND AND FINDINGS:**

Budgeted expenditure.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

Currently Budgeted  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Requisitions

City Manager Review: MWB Concur  Recommend Denial  No Recommendation  
9/21 Date

**Requisition Form  
City Of Washington  
P.O BOX 1988  
WASHINGTON, NC 27889**

**Requisition #:** 2534  
**PO #:** 55718  
**User Name:** mwhaley

**Date:** 9/15/2016  
**Approved By:** jclark  
**Approved Code:** DEPT LEVEL APPROVAL  
**Total Amount:** \$23,500.00  
**Ship To:** CITY OF WASHINGTON  
WAREHOUSE (ELEC)

SHEALY ELECTRIC  
422 FAIRFOREST WAY  
GREENVILLE, SC 29607

**Warehouse for Elec. Dept., Mike Whaley, 252-975-9308. Attn: Matt**

Quantity	Item Description	Project Number	Unit Price	Extended
10000	Wire 1/0 Solid Alum, EPR 15KV, 220 Mil jacketed. #1/0SOLALEPR220MIL, Kerite (4 reels).		\$2.35	\$23,500.00

<b>Sub Total</b>	\$23,500.00
<b>Shipping</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$23,500.00

Account Number	Account Description	Amount
35-90-8390-5601	MATERIAL UNDERGROUND CONSTR.	\$23,500.00
<b>Total</b>		<b>\$23,500.00</b>

**Requisition Approval History**

Approval Date	Approval Description	Approved by	PO Number
9/16/2016	DEPT LEVEL APPROVAL	jclark	55718

**Requisition Form**  
**City Of Washington**  
**P.O BOX 1988**  
**WASHINGTON, NC 27889**

<b>Requisition #:</b> 2535 <b>PO #:</b> 55719 <b>User Name:</b> mwhaley  WESTINGHOUSE ELECTRIC SUPPLY 3025 STONYBROOK DRIVE RALEIGH, NC 27604	<b>Date:</b> 9/15/2016 <b>Approved By:</b> jclark <b>Approved Code:</b> DEPT LEVEL APPROVAL <b>Total Amount:</b> \$40,036.00 <b>Ship To:</b> CITY OF WASHINGTON WAREHOUSE (ELEC)
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**Mike Whaley for Elec. Dept., Mike Whaley, 252-975-9308. Attn: Paul**

Quantity	Item Description	Project Number	Unit Price	Extended
8	25 KVA Pad Mount Transformer per specifications attached plus we need IFD installed. The #25 must be identified on the front door panel.		\$1,160.00	\$9,280.00
22	50 KVA Pad Mount Transformer per specifications attached plus we need the IFD installed. The #50 must be identified on the front door panel.		\$1,398.00	\$30,756.00

<b>Sub Total</b>	\$40,036.00
<b>Shipping</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$40,036.00

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
35-90-8390-5601	MATERIAL UNDERGROUND CONSTR.	\$40,036.00
<b>Total</b>		<b>\$40,036.00</b>

**Requisition Approval History**

Approval Date	Approval Description	Approved by	PO Number
9/16/2016	DEPT LEVEL APPROVAL	jclark	55719

# INVENTORY ORDER & QUOTE REPORT

WAREHOUSE STOCK  PROJECT: Forest Hills  
 DATE: 8-30-16 VENDER #: \_\_\_\_\_ VENDER NAME: TEMA

\* NOTE: Please include all shipping or delivery charges in your PRESENT PRICE quote.

PART #	DESCRIPTION	QUANTITY ON HAND	QUANTITY TO ORDER	PREVIOUS PRICE	* PRESENT PRICE	TOTAL COSTS
35-20-0307	25 KVA Pad Mount Transformer per specifications attached plus we need IFD installed. The #25 must be identified on front panel		8		1363. <sup>00</sup>	10,904. <sup>00</sup>
35-20-0365	50 KVA Pad Mount Transformer per specifications attached plus we need IFD installed. The #50 must be identified on front panel.		22		1746. <sup>00</sup>	38,412. <sup>00</sup>

9/16

City of Washington NC Warehouse  
EMAIL: mwahaley@washingtontnc.gov

# INVENTORY ORDER & QUOTE REPORT

FAX: (252) 975-9376  
PHONE: (252) 975-9308

WAREHOUSE STOCK  PROJECT: Forest Hills

DATE: 8-30-16 VENDER #: \_\_\_\_\_ VENDER NAME: ANIXTER (COOPER)

\* NOTE: Please include all shipping or delivery charges in your PRESENT PRICE quote.

PART #	DESCRIPTION	QUANTITY ON HAND	QUANTITY TO ORDER	PREVIOUS PRICE	* PRESENT PRICE	TOTAL COSTS
35-20-0307	25 KVA Pad Mount Transformer per specifications attached plus we need IFD installed. The #25 must be identified on front panel		8		1512.33	12098.64
				11-12 WKS		
35-20-0365	50 KVA Pad Mount Transformer per specifications attached plus we need IFD installed. The #50 must be identified on front panel.		22		1721.90	37881.80
				11-12 WKS		

3590 8390-5601

City of Washington NC Warehouse  
 EMAIL: mwhaley@washingtonnc.gov

INVENTORY ORDER & QUOTE REPORT

FAX: (252) 975-9376  
 PHONE: (252) 975-9308

*Central  
 Moloney*

WAREHOUSE STOCK  PROJECT: Forest Hills Sherwood Forest

DATE: 8-30-16 VENDER #: \_\_\_\_\_ VENDER NAME: ~~WESCO~~ WESCO

\* NOTE: Please include all shipping or delivery charges in your PRESENT PRICE quote.

PART #	DESCRIPTION	QUANTITY ON HAND	QUANTITY TO ORDER	PREVIOUS PRICE	* PRESENT PRICE	TOTAL COSTS
35-20-0307	25 KVA Pad Mount Transformer per specifications attached plus we need IFD installed. The #25 must be identified on front panel		8		\$1160.00	\$9280.00
						12 to 13 weeks
35-20-0365	50 KVA Pad Mount Transformer per specifications attached plus we need IFD installed. The #50 must be identified on front panel.		22		\$1398.00	\$30,756.00
						12 to 13 weeks
					<i>Paul Talan</i> Wesco	



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director/CFO  
**Date:** September 26, 2016  
**Subject:** Approve Bucket Truck PO  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that City Council approve a \$220,556 PO to Altec Industries Inc. to purchase a bucket truck to replace vehicle #682.

**BACKGROUND AND FINDINGS:**

\$260,000 is budgeted for this purchase which is being made through the NJPA government contract.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

Currently Budgeted  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Requisition

**City Manager Review:** BCR Concur  Recommend Denial  No Recommendation  
9/21 Date

**Requisition Form  
City Of Washington  
P.O BOX 1988  
WASHINGTON, NC 27889**

**Requisition #:** 2560  
**PO #:** 55740  
**User Name:** jclark

**Date:** 9/21/2016  
**Approved By:** jclark  
**Approved Code:** DEPT LEVEL APPROVAL  
**Total Amount:** \$220,556.00  
**Ship To:** CITY OF WASHINGTON CITY HALL (ELEC)

ALTEC INDUSTRIES, INC.  
DRAWER 0414  
P.O. BOX 11407  
BIRMINGHAM, AL 35246

confirming  
Electric T&D  
Jeff Clark  
975-9313

Quantity	Item Description	Project Number	Unit Price	Extended
1	Bucket Truck to replace 682		\$220,556.00	\$220,556.00
			<b>Sub Total</b>	\$220,556.00
			<b>Shipping</b>	\$0.00
			<b>Tax</b>	\$0.00
			<b>Total</b>	\$220,556.00

Account Number	Account Description	Amount
35-90-8390-7437	VEHICLE #682 - BUCKET TRUCK	\$220,556.00
<b>Total</b>		\$220,556.00

**Requisition Approval History**

Approval Date	Approval Description	Approved by	PO Number
9/21/2016	DEPT LEVEL APPROVAL	jclark	55740

*\$260,000 BUDGETED*  
*NJPA CONTRACT*



Opportunity Number: 763376  
 Quotation Number: 335397  
 NJPA Contract #: 031014-ALT  
 Date: 8/29/2016

Quoted for: City of Washington  
 Customer Contact:  
 Phone: /Fax: /Email:  
 Quoted by: Melissa Fuller  
 Phone: 540-966-2983 /Email: melissa.fuller@altec.com  
 Altec Account Manager: Brian Carnahan

**REFERENCE ALTEC MODEL**

AA55	Non-Overcenter Aerial Device with Material Handling (Insulated)	\$172,033
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Per NJPA Specifications plus Options below

**(A.) NJPA OPTIONS ON CONTRACT (Unit)**

1	AA60-US60	60' Boom Height (AA60)	\$5,063
2	AA55-AWD	All Wheel Drive	\$23,483
3			
4			

**(A1.) NJPA OPTIONS ON CONTRACT (General)**

1	CH	Cone Holder, Fold Over Post Style	\$236
2	CH	Cone Holder, Fold Over Post Style	\$236
3	DP	Dica Pads and Pad Holder - 24" x 24" x 1", With Rope Handle (Pair)	\$615
4	DP	Dica Pads and Pad Holder - 24" x 24" x 1", With Rope Handle (Pair)	\$615
5	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$198
6	SPOT4	SIX (6) POINT STROBE SYSTEM (Recessed, LED)	\$664
7	MHW35	Braden PD35 Bumper Package, 35,000 LB Planetary Gear Single-Speed Hydraulic Winch With Tool Box	\$15,984
8			

NJPA OPTIONS TOTAL: \$219,127

**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT		\$713
2	UNIT & HYDRAULIC ACC		\$1,949
3	BODY		\$4,098
4	BODY & CHASSIS ACC		\$6,989
5	ELECTRICAL		\$2,450
6	FINISHING		
7	CHASSIS		
8	OTHER	Trade In of 2008 Terex HRX55 on International 4300 SBA	-\$15,000

OPEN MARKET OPTIONS TOTAL: \$1,199

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$220,326

Delivery to Customer: \$230

TOTAL FOR UNIT/BODY/CHASSIS: \$220,556

**(C.) ADDITIONAL ITEMS (items are not included in total above)**

1		Platform Lighting Package	\$513
2		Reflective Stripping on the boom knuckle	\$325
3		Underbody Lighting	\$725
4		8-Point Strobe System	\$1,130
5		Back Up Camera	\$756
6			

**\*\*Pricing valid for 45 days\*\***

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

**TO ORDER:** To order, please contact the Altec Inside Sales Representative listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 270-300 days ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

**BUILD LOCATION:** Daleville VA

*Handwritten signature and date: 9/21/16*



## REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director/CFO  
**Date:** September 26, 2016  
**Subject:** Adopt Downtown Development Budget Ordinance Amendments  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

### RECOMMENDATION:

I move that City Council adopt a Capital Project Ordinance amendment and a Budget Ordinance amendment for the redevelopment work performed by MHA Works for Hotel Louise and the Belk Building.

### BACKGROUND AND FINDINGS:

Council approved a not to exceed \$15,000 contract in FY 2016 and the City was recently invoiced \$13,165.

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

\_\_\_ Currently Budgeted  X  Requires additional appropriation \_\_\_ No Fiscal Impact

### SUPPORTING DOCUMENTS

Capital Project Ordinance & Budget Ordinance Amendment

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**City Manager Review:** *MWR* Concur \_\_\_ Recommend Denial \_\_\_ No Recommendation  
*9/21* Date

**AN ORDINANCE TO AMEND THE CAPITAL PROJECT & BUDGET  
ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2016-2017**

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

Section 1. That the Estimated Revenues in the Downtown Development Capital Project Fund be increased in the amount of \$13,165 in the account Transfer from General Fund, account number 53-60-3480-1000.

Section 2. That the following account number in the Downtown Development Capital Project Fund appropriations budget be increased in the amounts indicated for the payment of the redevelopment study of Hotel Louise and the Belk Building performed by MHA Works.:

53-60-4930-0400	Professional Services	\$ 13,165
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. That the Estimated Revenues in the General Fund be increased in the amount of \$13,165 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 5. That the following account number in the Miscellaneous department of the General Fund appropriations budget be increased in the amounts indicated:

10-00-4400-6200	Transfer to Capital Project Funds	\$ 13,165
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Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 26th day of September, 2016.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Bobby E. Roberson, City Manager  
**Date:** September 20, 2016  
**Subject:** Award Contract for Professional Services-Brownfields Development  
**Applicant Presentation:** Bobby E. Roberson, City Manager  
**Staff Presentation:** Bobby E. Roberson, City Manager *BR*

**RECOMMENDATION:**

I move the City of Washington award a contract to Mid Atlantic Associates, Inc. for professional consulting services to develop a Brownfields Assessment project for the City of Washington and the cost of the services will be provided by the granting agencies.

**BACKGROUND AND FINDINGS:**

The City of Washington recognizes the need for assistance in developing strategies to reduce environmental contamination in our jurisdiction. The consulting firm will help the city in developing a successful Brownfields program by providing the following scope of work:

1. Grant writing services
2. Property identification and inventory
3. Site characterization and assessment activities
4. Community involvement
5. Cleanup and development planning
6. Cleanup and remediation
7. Grant administration
8. Other Brownfields related duties not anticipated by the granting agency

**PREVIOUS LEGISLATIVE ACTION:**

The City Council instructed the City Manager to seek a contract for professional services for Brownfields Development in the City of Washington.

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS:**

None

**City Manager Review:** *BR* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation \_\_\_\_\_  
*9/21* Date



## REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Hodges & Members of the City Council  
**From:** Bobby E. Roberson, City Manager  
**Date:** September 20, 2016  
**Subject:** Proposed Veteran Commission  
**Applicant Presentation:** Bobby E. Roberson, City Manager  
**Staff Presentation:** Bobby E. Roberson, City Manager

**RECOMMENDATION:**

I move City Council request the City Manager to develop the proposed Veteran Commission concept and bring back a recommendation for consideration.

**BACKGROUND AND FINDINGS:**

The proposed Veteran Commission is being considered for implementation to recognize the contributions our military personnel has made in serving our city, state, and nation. The city will also be seeking advice from the Veterans of Foreign (VFW) Daughters of the American Revolution and other military organization to develop the goals and objectives for the group. The city is requesting advice on how to develop Veteran’s Park, create affordable housing, and assist in the Memorial Day activities.

**PREVIOUS LEGISLATIVE ACTION:**

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS:**

None

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**City Manager Review:** BR Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
9/21 Date