



City of
Washington
NORTH CAROLINA
Council Agenda
SEPTEMBER 14, 2015
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from August 24, 2015 **(page 3)**

Approval/Amendments to Agenda

I. Consent Agenda:

A. Approve – Resolution to adopt the “Official Zoning Map” for the City of Washington **(page 13)**

B. Authorize – Recreation Manager to work with Sound Rivers Inc. to apply for the Recreational Trails Program Grant **(page 16)**

C. Approve – Vehicle Purchase Order **(page 17)**

II. Comments from the Public:

III. Public Hearing – Zoning:

A. None -

IV. Public Hearing - Other:

A. None –

V. Scheduled Public Appearances:

A. Anne Kumins – Little Washington Sailing School update

B. Vince Schimmoller – Lions Club **(page 20)**

VI. Correspondence and Special Reports:

A. Memo – Reporting of Reallocation of Funding for FY 2014/2015 **(page 21)**

B. Memo – NC Cardinal and Beaufort County Residents **(page 22)**

C. Memo – Main Street Designation **(page 25)**



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- VII. Reports from Boards, Commissions and Committees:
A. None –
- VIII. Appointments:
A. None –
- IX. Old Business:
A. Approve/Authorize – Community and Cultural Services Director to execute the Waterfront Docking Agreement for Little Washington Sailing School **(page 39)**
B. Approve – Excavator Purchase **(page 46)**
C. Accept – the Play Together Construction Grant for Accessible Playgrounds **(page 49)**
- X. New Business:
A. Amend – Chapter 18, Section 123 – Designated Prohibited Parking Areas **(page 50)**
B. Adopt – Workers Comp FY 2015 Budget Amendment **(page 52)**
C. Authorize – Recreation Manager to enter into a contract with Rivers & Associates for a Professional Engineering Services for ADA Improvement Study for the Susiegray McConnell Sports Complex **(page 55)**
D. Adopt – Resolution exempting Downtown Redevelopment Project **(page 60)**
E. Adopt – Resolution supporting Redistricting Reform **(page 62)**
- XI. Any other items from City Manager:
A. Discussion of October meeting dates and NCLM Conference
- XII. Any other business from the Mayor or other Members of Council: None
- XIII. Closed Session: Under NCGS § 143-318.11(a)(3) Attorney/Client Privilege and (a)(6) Personnel
- XIV. Adjourn – Until Monday, September 28, 2015 at 5:30 pm, in the Council Chambers

The Washington City Council met in a regular session on Monday, August 24, 2015 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Doug Mercer, Mayor Pro tem; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Bobby Roberson, Interim City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

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

APPROVAL OF MINUTES:

By motion of Councilman Pitt, seconded by Councilman Brooks, Council approved the minutes of August 10, 2015 as presented.

APPROVAL/AMENDMENTS TO AGENDA:

Mayor Hodges reviewed the requested amendments to the agenda:

- **Add:** New Business: Request from Sound Rivers, Inc., to allow a beer garden at the Dragon Boat Race on October 17, 2015
- **Remove:** New Business Item B: Approve purchase of excavator
- **Add:** Other Business from City Council: Recognition of 8u and 10u Baseball

Mayor Pro tem Mercer stated that Council shouldn't be adding action items to the agenda. When action items are added after the agenda is prepared, it doesn't give Council or staff appropriate time to review and research the request. He would like for Council to adopt a policy that if the request for action is not turned in by the time the agenda is processed, then the item would need to wait until the next meeting. Mayor Hodges suggested adding items on a case by case basis – Council can always add the item for discussion but not take a vote until the next meeting. Mayor Hodges suggested adding the request from Sound Rivers and letting them make their presentation tonight, but delay voting on the request until the next meeting. By consensus, Council was in agreement with the procedure presented by Mayor Hodges.

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

**PRESENTATION: WASHINGTON 8 U SOFTBALL ALL-STARS AND
12 U SOFTBALL ALL- STARS**



*Washington 8u All-Stars
Third Place Babe Ruth World Series
Team Sportsmanship Award*

Pictured with Mayor Hodges and E.J. Pastz are: Jacqueline Gutierrez, Addison Miller, Isabella Boykin, Emma Orr, Mica Lilley, Rylei Smith Tenley Weathington, Charli Simons, Melanie Rutledge, Zariyah Gorham, Mckenzie Edwards Emaleigh Cherry, Peyton Youmans – Coaches: Monte Weathington, Shane Miller and Heather Gibbs



*Washington 12u All-Stars
District Runner-up
State Runner-up
World Series Participant*

Pictured with Mayor Hodges and E.J. Pastz are:
Kipper Case, Savanna Craft, Hannah Daniel, Mary
Emma Holscher, Cierra Linton, Jenna McHargue,
Sydney O'neal, Grace Paszt, Cameron Rose,
Emma Tucker – Coaches: Franz Holscher, Beau
Daniel and DC Linton

CONSENT AGENDA:

By motion of Councilman Pitt, seconded by Mayor Pro tem Mercer, Council approved the Consent Agenda as presented.

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

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

<i>Vehicle #</i>	<i>Make/Model</i>	<i>Department</i>	<i>Serial Number</i>	<i>Odometer</i>
132	Ford Crown Vic	Police	2FAHP71V28X145013	98,374
141	Ford Crown Vic	Police	2FAFP71V98X134565	105,183
148	Ford Crown Vic	Police	2FAHP71V88X145016	104,121
8011	John Deere Ball Prep Machine	Recreation	TC1200A100410	1995 hours
8015	Grasshopper Mower	Recreation	BW7013GR2017	1776 hours

B. Authorize – Police and Fire Services to apply for a Walmart Grant

**This grant will fund the Christmas "Shop with a Washington Public Safety Officer" program. This is another initiative of the Washington Police and Fire Services Department to foster better relationships with the community's youth. There is no local match.*

C. Approve – Vehicle Purchase Orders

**Requisition #587, Sir Walter Chevrolet, \$20,619 to replace vehicle #655 ~ budgeted.*

**Requisition #653, Capital Ford, \$22,508 to replace vehicle #121 ~ budgeted.*

COMMENTS FROM THE PUBLIC:

Gerald Seighman discussed the vacant City Council seat. He noted the citizens of Washington deserve to know from each Council member as to why they have not filled the vacant seat. He suggested going back to the Board of Elections and choosing the number six vote recipient and fill the seat with that person.

PUBLIC HEARING – ZONING: 6:00PM NONE

PUBLIC HEARING: OTHER NONE

SCHEDULED PUBLIC APPEARANCES: NONE

CORRESPONDENCE AND SPECIAL REPORTS:
DISCUSSION – GRANT UPDATES

Mayor Hodges asked for an update on the pier. John Rodman explained that the contractor is moving forward with the delivery of their equipment, noting their equipment (barge and excavator) has been moved from Cashie River (Bertie County) to McCotter’s Marina.

Mayor Hodges inquired about the timeframe of the project at Bonner & Water Street. Allen Lewis noted that the project completion date is the end of November. Mr. Lewis explained that if the deadline is not met there is a \$1,000 per day penalty clause that will be implemented.

Councilman Beeman requested a brief update on the Keysville Road project. Franz Holscher updated Council noting that we have currently paid the granting agency two \$75,000 payments, plus the initial \$25,000. A lot was sold earlier in the year, but did not qualify for LMI status. A release for lot #2 has been delivered but the lot has not yet been conveyed to the property owner. A credit of \$50,000 is received from the granting agency for each lot sold. If no lots are sold before July 2016, there is a \$75,000 payment that has to be made to the granting agency. The applicant has a contractual obligation to repay the City if the grant obligations have not been met.

Council requested that the City Manager contact Rev. David Moore and have him update Council on the status of the project at the January 2016 meeting.

Grant Executive Summary
as of 7/31/2015

Active Fund	Grant Description	Dates			Financials				Deliverable				Notes
		Award	Expiration	Completion	Budget	Actual	Budget	Actual	Metric	Total	Achieved	Bal.	
50	CDBG Affordable Housing	04/09/10	10/31/14	09/30/15	227,700	185,719	227,700	185,719	LMI homes	10	6	4	6 completed, add'l home complete by Sept. 30, one more in progress
53	Downtown Development				85,500	-	85,500	24,500					Options to purchase have been executed, phase II to be conducted
55	idX/Impressions NC One Grant	09/30/13	09/30/16		300,000	-	300,000	-	Jobs/investment	160	0	160	Jobs created but not since award date
59	idX Building Reuse	12/18/15	12/18/16		512,500	4,000	512,500	2,500	Jobs/investment	50		50	Grant agreements executed, Mid-East administering
61	Pedestrian Plan Grant	05/20/13	09/30/13	12/31/14	10,000	10,000	10,000	-				0	Committee formed and meeting monthly
66	Airport Terminal Grant	04/04/13	07/01/15	03/31/15	1,254,488	1,251,198	1,254,488	1,124,406				0	Terminal opened Memorial Day
67	Facade Grant Program	07/01/15	06/30/16	06/30/16	20,000	2	20,000	5,860				0	In progress, 3 reimbursed (2 from prior year)
69	Way Finding			04/01/15	150,000	150,465	150,000	14,913					Reviewing w/ DOT, cost estimate & recommendation in progress
71	Airport Lighting Rehab				460,121	82,358	460,121	45,072					Contract signed, construction begun, complete mid October
72	Municipal Pier Access Grant	07/01/14	11/30/15		135,000	15,000	135,000	-					Construction to begin in August, complete by Nov 30th
74	Sewer I&I rehab/CWSRF	06/08/15			2,000,000	-	2,000,000	-					Engineering agreement to Council in August
75	Firefighter's Assistance- Exhaust	08/08/14	08/07/15		50,000	39,474	50,000	44,109					Exhaust system complete, balance of equipment received in August
76	EDA Water Projects	09/11/13	03/11/17	02/28/17	1,428,262	706,133	1,428,262	166,198				0	Construction begun on 16" water line
77	EDA Sewer Grants	09/11/13	03/11/17	02/28/17	1,423,894	703,974	1,423,894	284,833				0	I&I awarded January 2015, notice to proceed Feb. 23
	CDBG Keysville Rd.	2005	6/4/2013	06/30/16	320,000	320,000	320,000	320,000				0	Lot 2 LMI qualifies, expected closing 7/26/15
37	Airport Approach Survey	07/01/14	07/01/16		16,886	14,161	16,873	15,734					Survey completed
10	NC Cardinal	07/01/14		06/30/15	22,345	20,439	22,345	20,320					Completed
10	EZ Technology Library Grant	06/09/15			4,863	-	4,863	-					Grant awarded in July
10	Historic Preservation Grant	07/01/14	08/21/15		11,000	-	15,000	6,750					Survey updated and first draft National Register nomination completed

Applications	Pre-App	Selected	Final App	Grant	Match	Total	
FEMA AFG Fire Engine/Resc. Tools	11/30/14			353,929	18,571	372,500	Application submitted
Havens Garden PARTF				250,000	250,000	500,000	Application submitted, award notification October
Recreation Trails Program	7/14/15			19,500	6,500	26,000	Partnered with Sound Rivers

DISCUSSION – PROJECT UPDATES

Mayor Pro tem Mercer commended staff on the FY15/16 report. He inquired about the Grimesland Road Feeder project, the document states the project will begin later in the calendar year, but we have not bid the project yet. Keith Hardt explained that staff is currently working on specifications for material purchase and in his view this means “starting” on the project” .

Capital Project Status FY 2015/2015

8/18/2015

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
General Fund:								
Finance	10-00-4130-7400	Financial Software	50,000	0	0	50,000	Begin evaluating vendors	
Purchasing	10-00-4131-7400	Parking lot 1/3	25,000	0	0	25,000	Go out for bid	
		Lighting	32,530	0	0	32,530	Go out for bid	
IT	10-00-4132-7400	Network switches	12,306	0	6,640	5,666	On order	
Police	86-60-4930-4510	Vehicles #136, 160, & 164	142,000	0		142,000	Place order, 7 month delivery	
Fire	10-10-4341-7400	Defibrillator	30,000	0	0	30,000	Go out for bid	
	86-60-4930-4541	FMS truck 1	150,000	0	148,066	1,934	On order	
Code Enforcement	86-60-4930-4950	Vehicle #121	20,000	0	0	20,000	Place order in August	
Powell Bill	10-20-4511-4900	Street Paving	55,000	711	0	54,289		
Street Maintenance	86-60-4930-4510	Dump truck #455	75,000	0	63,864	11,136	On order	
Rec. Administration	10-40-6121-7400	Bobby Andrews Roof	54,000	0	0	54,000	Go out for bid	
Senior Center	10-40-6123-7400	HVAC	6,500	0	0	6,500	Bid in October	
Rec. Maintenance	10-40-6130-7400	Grasshopper mower	11,000	11,000	0	0	Complete	
		Ballfield rake	13,000	0	13,000	0	On order	
Total General Fund			676,936	11,711	281,570	433,655		
Water:								
Miscellaneous	30-90-6610-7400	Network switches	12,306	0	6,640	5,666	On order	
	30-90-6610-7400	GIS 1/2	12,100	0	0	12,100		
	30-90-6610-7400	Utility billing software	18,182	0	0	18,182	Begin evaluating vendors	
Treatment	30-90-6100-7400	Vehicle #650	28,000	0	27,963	37	On order	
Maintenance	30-90-6160-7400	Vehicle #418	24,000	0	0	24,000		
Total Water Fund			84,588	0	34,603	59,985		
Sewer:								
Miscellaneous	32-90-6610-7400	Network switches	12,306	0	6,640	5,666	On order	
	32-90-6610-7400	GIS 1/2	12,100	0	0	12,100		
	32-90-6610-7400	Utility billing software	18,182	0	0	18,182	Begin evaluating vendors	
Treatment	32-90-6220-7400	Vehicle #651	27,000	0	26,454	546	On order	
	32-90-6220-7400	Video surveillance system	25,000	0	0	25,000	In place February 2016	
Lift Stations	32-90-6230-7400	Springe Rd panel A	20,000	0	0	20,000	In place February 2016	
	32-90-6230-7400	Springe Rd panel B	20,000	0	0	20,000	In place February 2016	
Total Sewer Fund			134,588	0	33,094	102,494		

Capital Project Status FY 2015/2016

8/18/2015

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
Storm Water:								
	34-90-5710-7400	Drainage Improvements	150,000	60	0	149,940	Engineering contract awarded	
	59-90-5710-4500	RZEDB-drainage improvemen	150,000	0	0	150,000	Engineering contract awarded	
Total Storm Water Fund			300,000	60	0	299,940		
Electric:								
Electric Director	35-90-6610-7400	Network switches	12,306	0	6,640	5,666	On order	
	35-90-6610-7400	Utility billing software	63,636	0	0	63,636	Begin evaluating vendors	
Electric Meter Service	35-90-7250-1500	Parking lot 1/3	25,000	0	0	25,000	Go out for bid	
	35-90-7250-7400	Meters	50,000	0	0	50,000	Not ordered yet	
		Vehicle #655	25,000	0	0	25,000	Submit PO in September	
Total Electric Meter Svc.			100,000	0	0	100,000		
Substation Maint.	35-90-8370-7400	Distribution reclosers	20,000	0	0	20,000	Partial order placed	
		Capacitors	8,000	0	4,270	3,730	Partial order placed	
		Statestone subst./recloser	20,000	0	0	20,000	Not ordered yet	
		Forest Hills substation	42,760	0	42,760	0	On order	
	35-90-8370-7401	Main sub B3 breaker	50,000	0	33,280	16,720	On order	
Total Substation			140,760	0	80,310	60,450		
Power Line Maintenance	35-90-8380-1500	Parking lot 1/3	25,000	0	0	25,000	Go out for bid	
Power Line Construction	35-90-8390-7400	Vehicle LTV	15,000	0	0	15,000	Bids received	
	35-90-8390-7401	Grimesland Rd. Feeder	310,000	0	0	310,000	Begin work late this calendar year	
		Vehicle #634	35,000	0	26,819	8,181	On order	
		Trencher #610	60,000	0	0	60,000	Council discussion 8/24/15	
		Vehicle #608	72,500	0	0	72,500	Order late this calendar year	
Total Power Line Construct			492,500	0	26,819	465,681		
Total Electric Fund			834,202	0	113,769	720,433		
Cemetery Fund	39-90-4740-7400	Vehicle #610	20,000	0	18,762	1,238	On order	
		Zero turn mower	6,800	6,500	0	300	Complete	
Total Cemetery			26,800	6,500	18,762	1,538		
Grand Total			2,866,534	18,271	431,798	1,616,445		

Notes:
 1 PO carryforward
 2 Project carryforward

MEMO – CAMPING PLATFORM

John Rodman explained that the City of Washington entered into a lease agreement with PTRF in March 2013 to construct a camping platform that is accessible by canoes and kayaks on the south side of the Tar River on the McMullen tract. Camping platforms are usually 16' x 32' raised wooden platforms that provide space for overnight camping access to the Tar River. PTRF's ultimate goal is to provide a series of platforms along the Tar/Pamlico River.

PTRF has the responsibility to:

Construct the camping platform in a timely and unobtrusive manner at the specified location and leave the site clean and pristine following construction.

Require all users of the camping platform to sign a liability waiver form to release PTRF and Washington from any liability associated with the use of the camping platform or Washington's property upon which the camping platform is located.

Handle all reservations and scheduling associated with the use of the camping platform and require each user to purchase a permit to use the camping platform. Any revenue produced through or by the camping platform shall be utilized as more specifically provided for in the Recreational Lease entered into by the parties.

Routinely inspect, maintain and clean the camping platform and the area immediately surrounding the camping platform to ensure maximum safety.

Be committed to resolving any unexpected situation in a timely manner as to alleviate Washington's concerns, as PTRF staff and/or volunteers are aware that special circumstances may arise where immediate attention or maintenance may be required at the camping platform.

Utilize any and all revenues that are generated by the camping platform and retained by PTRF to support and fund the Tar River Camping Platform System.

PTRF has completed the platform and was inspected and approved by the City of Washington Community and Cultural Services Department. They are waiting approval from the Division of Coastal Management before opening the platform to the public. The completed project should make a great addition to the paddling community of Washington.

The camping platform rents for \$20 per night. Since the agreement was first entered into, PTRF has been renamed to Sound Rivers, Inc.



MEMO – BUDGET TRANSFER – GENERAL FUND
(approved as presented)

The Budget Officer transferred \$3,500 of funds between the Planning and Code Enforcement - Inspections divisions of the General Fund appropriations budget for vehicle 121 being purchased for inspections. This purchase is included in the PO's for approval in the Council agenda.

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

10-10-4910-0200	Salaries	\$3,500
10-10-4350-8600	Transfer – vehicle replacement fund	\$3,500

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE

APPOINTMENTS: NONE

OLD BUSINESS:

AUTHORIZE – RECREATION MANAGER TO EXECUTE CONTRACTS WITH MICHAEL WEEKS (LORETA’S FROZEN DESSERTS) AND MICHAEL SENN (SENN FARMS CATERING, INC.) FOR VENDING LOCATIONS ON STEWART PARKWAY

RFP’s for vending on the Parkway were due August 3rd to the Recreation Manager. During the August 10, 2015 Council meeting, Council adopted the Stewart Parkway Food and Beverage Vending Contract to allow cart vendors on Stewart Parkway (3 locations) and amended Section 22-5 of the City Code to allow peddling on the waterfront.

Bobby Roberson explained that the Parks and Recreation Manager is recommending to approve the contract with a pro-rated amount through the remainder of the year. Then re-advertise for a new contract next year.

By motion of Councilman Pitt, seconded by, Councilman Brooks, Council authorized the Recreation Manager to execute contracts with Michael Weeks (Loreta's Frozen Desserts/Stewart Parkway #2) and Michael Senn (Senn Farms Catering, Inc./Stewart Parkway #1) for vending locations on Stewart Parkway. Council also authorized the Recreation Manager to negotiate the terms of the contract for the remainder of 2015 and request and accept bids for full term contracts in 2016.

NEW BUSINESS:

AUTHORIZE – INTERIM CITY MANAGER AND BROWN LIBRARY DIRECTOR TO EXECUTE THE ONE (1) YEAR MEMORANDUM OF AGREEMENT WITH NC CARDINAL FOR ONGOING TECHNICAL SUPPORT AND MAINTENANCE

Gloria Moore provided background in the agenda packet. This is our first year with NC Cardinal and there was no maintenance cost. Cost is based on the number of active items a library has and the number of branches. Our estimated maintenance cost with Cardinal for this year would have been approximately \$1,873, a savings of \$11,343 compared to our prior cataloging system with Library Corporation. The library has another year of free maintenance and support (2016). The two free years

will save the City over \$22,000. The library is scheduled to begin paying for maintenance and support in 2017.

Mayor Pro tem Mercer referred to previous budget meetings when discussion was held regarding increasing fees at Brown Library. During those discussions, there were comments regarding the fact that if we accepted grant money from NC Cardinal that there were some restrictions that applied to fees. He continued by noting that by reading the contract for ongoing maintenance, there are two places in the contract that refers to an opportunity to charge fees {specifically siting contract page 1 – (A)(4) and page 2 (C)(1)}. Mayor Pro tem Mercer explained that he doesn't have a problem with the maintenance contract. He would like for the City Attorney to review this language and determine if that allows the City to charge non-residents a fee for use of the library and if that fee could be charged to NC Cardinal members. Mr. Holscher explained that he would review the contract and recalled conversations regarding fees. Staff will provide Council with an update during the September 14th meeting.

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council authorized the Interim City Manager and Brown Library Director to execute the one year Memorandum of Agreement with NC Cardinal for ongoing technical support and maintenance.

APPROVE – THE PURCHASE OF AN EXCAVATOR AND ACCOMPANYING PURCHASE ORDER TO ROB'S HYDRAULICS, INC.

This item was pulled from the agenda.

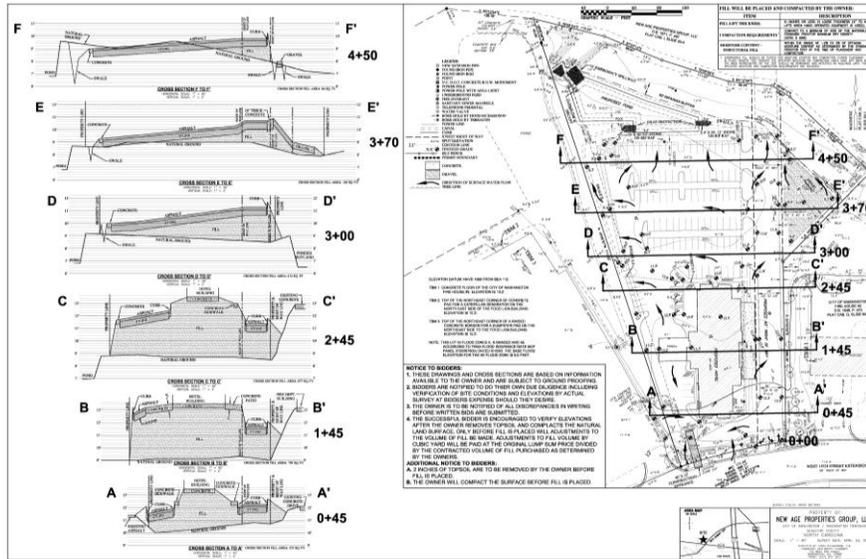
AUTHORIZE – PROPOSAL OF NEW AGE PROPERTIES REGARDING STORMWATER ENCROACHMENT AT FIRE STATION NUMBER 2 SITE

Allen Lewis, Public Works Director explained that New Age Properties is proposing to build a hotel next to Fire Station # 2 along 15th Street. In order to elevate the building above the base flood elevation, there will be the need to bring in fill material to raise the site. As shown on the attached plan, this will also include the encroachment of fill material onto City of Washington property at Fire Station Number 2. The Stormwater runoff on Fire Station #2 property should be less than it is now.

Hood Richardson explained the proposal is to blend the topography of the two properties (Fire Station #2 and Mr. Alligood's property) in order to allow for better flow of the runoff.

Discussion was held about the sewer infrastructure for the hotel. Mr. Lewis will assist Mr. Richardson with this process.

By motion of Councilman Pitt, seconded by Councilman Beeman, Council authorized staff to allow for the encroachment of grading work along the western property line of Fire Station #2 as shown on the attached drawing.



AUTHORIZE – INTERIM CITY MANAGER TO EXECUTE THE ENGINEERING CONTRACT FOR SANITARY SEWER REHABILITATION AS A RESULT OF THE RECENTLY AWARDED CLEAN WATER STATE REVOLVING FUND (CWSRF) LOAN

Allen Lewis, Public Works Director explained that as a result of the recently awarded CWSRF loan, staff request proposals for engineering firms to provide engineering services for design, construction administration, surveying, environmental studies and permitting. Advertisements resulted in three (3) companies requesting full copies of the request for proposals. Of those three (3) only Rivers and Associates, Inc. out of Greenville, NC, submitted a proposal. We consulted with NC Department of Natural Resources (NCDENR) staff, who awarded and will be administering this loan. It is staff’s recommendation that the agreement be entered into and executed. This agreement is for \$299,000, approximately 13.7% less than approved.

Mayor Pro tem Mercer and Franz Holscher discussed the terms and history of the agreement, noting this agreement is identical to the model agreement from 2012.

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council authorized the Manager to execute the engineering contract with Rivers and Associates, Inc., for sanitary sewer rehabilitation as a result of the recently awarded CWSRF loan.

REQUEST FROM SOUND RIVERS, INC., TO ALLOW A BEER GARDEN AT THE DRAGON BOAT RACE ON OCTOBER 17, 2015

Harrison Marks, Executive Director, Sound Rivers, Inc. explained that Sound Rivers formerly Pamlico-Tar River Foundation, initiated a demonstration Dragon Boat Race in 2014 as part of Smoke on the Water. That race featured six local teams and attracted a substantial number of spectators to the Washington waterfront. Dragon boats are 40 foot long canoes with teams of 20 paddlers, a drummer and a professional steer person.

The Dragon Boat race event will be held in conjunction with Smoke on the Water again this year on October 17. This will be a much bigger event and Sound Rivers is on track to have 24 teams,

including one team already registered from Miami, Florida. Several teams from other parts of North Carolina are expected.

A portion of Festival Park has been reserved to serve as the Team Village for the dragon boat competitors, families and friends. We expect local and out of town teams to participate in Music in the Street on Friday night, including a parade of teams which should be lots of fun.

REQUEST TO ESTABLISH AN AREA FOR SALE AND CONSUMPTION OF BEER AND/OR WINE

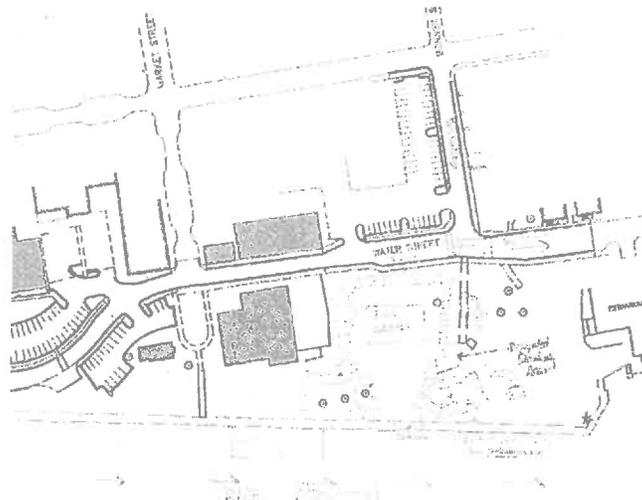
Smoke on the Water and Sound Rivers would like to establish an area where beer can be purchased and consumed as shown on the attached map. This request is part of and underneath the overall Smoke on the Water event permit and plan. In order to serve beer or wine, Sound Rivers will:

- Rope off the Team Village to contain the area where beer or wine can be consumed
- Establish a location within the area to check identification and sell wristbands for beer consumption
- Place a beer tent, trailer or cart in the roped off area to distribute beer
- Allow individuals with wristbands to obtain beer
- Open the beer cart at 11am and close on or before 6pm
- Engage a police officer from the city of Washington to oversee the area
- Provide three entrance/exit points to allow traffic flow during the event

If the Washington City Council approves this request, Sound Rivers will apply for and obtain all required ABC permits. Net proceeds from beer sales will benefit Sound Rivers.

Smoke on the Water and Sound Rivers' Washington Dragon Boat Race are a great opportunity for local residents to enjoy an event featuring the beautiful Pamlico River, and to show off our city to the many visitors expected that weekend. We believe having a well-managed beer concession will add to the event, and perhaps avoid issues that might occur with individuals consuming alcohol without having a licensed area with proper controls. We are asking the City Council to approve this request and apologize for bringing this item to Council at a late date.

Mayor Hodges explained that Council will hear the request tonight, but will not vote on this until the next Council meeting. Mr. Marks explained that the boxes on the map represent tents for the 24 teams, each team will have 21 members. Mr. Marks will prepare a better map for his next presentation.



ANY OTHER ITEMS FROM CITY MANAGER: NONE

**ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL:
RECOGNITION OF 8U AND 10U BASEBALL**

Councilman Beeman requested that the 8u and 10u baseball teams be recognized at the September 28th Council meeting.

CLOSED SESSION: UNDER NCGS§143-318.11(a)(6) PERSONNEL

By motion of Councilman Pitt, seconded by Councilman Beeman, Council agreed to enter into closed session under NCGS § 143-318.11(a)(6) Personnel at 6:20 pm.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to come out of closed session at 6:50pm.

*Council amended the agenda to add Closed Session:

NCGS§143-318.11(a)(3) ATTORNEY/CLIENT PRIVILEGE

CLOSED SESSION: UNDER NCGS§143-318.11(a)(3) ATTORNEY/CLIENT PRIVILEGE

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to enter into closed session under NCGS § 143-318.11(a)(3) Attorney/Client Privilege at 6:53 pm.

By motion of Councilman Brooks, seconded by Councilman Beeman, Council agreed to come out of closed session at 7:30pm.

ADJOURN:

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 7:30 pm until Monday, September 14, 2015 at 5:30 pm, in the Council Chambers.

(Subject to the Approval of the City Council)

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



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: September 8, 2015
Subject: Approve Resolution to adopt the "Official Zoning Map" for the City of Washington
Applicant Presentation: N/A
Staff Presentation: John Rodman, Community and Cultural Services

RECOMMENDATION:

I move that the City Council approve the Resolution adopting the "Official Zoning Map" for the City of Washington as presented.

BACKGROUND AND FINDINGS:

For the purpose of promoting health, safety, morals, or the general welfare of the community, any city may adopt zoning and development regulation ordinances. A zoning ordinance consists of two parts: a map (or series of maps) and text. The zoning map shows how the community is divided into different use districts or zones. Zoning districts common to most ordinances include residential, commercial, industrial, and agricultural. The zoning map must show precise boundaries for each district.

The Official Zoning Map for the City of Washington is being updated in our Geographic Information System (GIS) to reflect the City Council adopted ordinance changes. This is a citywide zoning map which will be updated on a quarterly basis and is used to depict the current zoning patterns.

PREVIOUS LEGISLATIVE ACTION

Planning Board, unanimous recommendation for approval

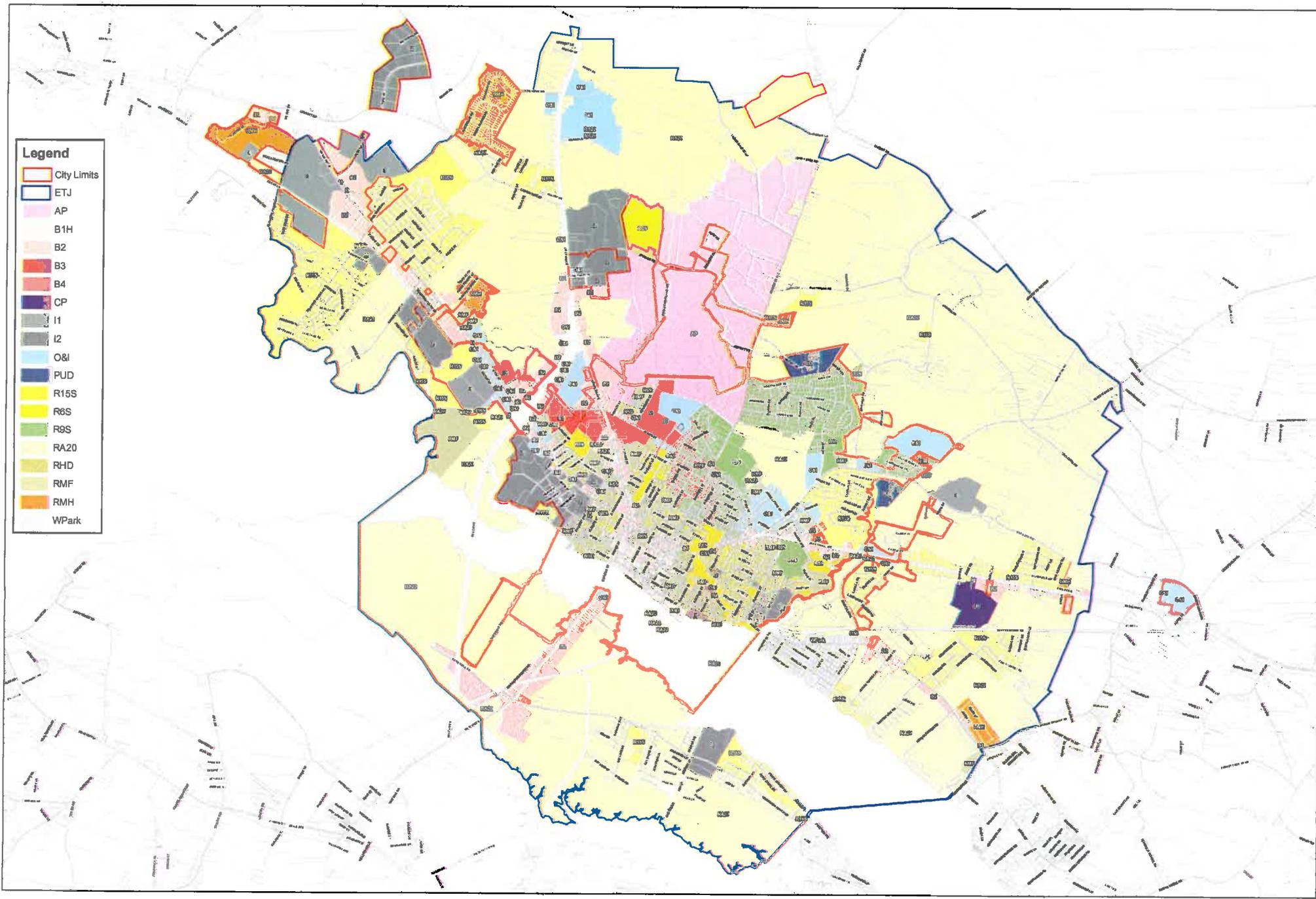
FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Resolution

City Manager Review: 9-8-15 Date, Concur MR Recommend Denial ___
 No Recommendation ___
September 14, 2015
Page 3 of 7



DRAFT -- City of Washington, NC -- DRAFT

September 14, 2015
 Zoning Map
 Page 14 of 67

1 inch equals 1,200 feet
 0 600 1,200 2,400 3,600 4,800 Feet

Mayor
Mac Hodges

Interim City Manager
Bobby Roberson



Washington City Council
Richard Brooks
Doug Mercer
Larry Beeman
William Pitt

A RESOLUTION AMENDING AND ADOPTING A NEW OFFICIAL ZONING MAP

WHEREAS, the above matter comes before the Washington City Council to consider amending the Official Zoning Map for the City of Washington as incorporated in Section 40-5 of the Washington City Code in accordance with the amending procedures set forth in said Section; and

WHEREAS, it appearing to the City Council that the proposed Official Zoning Map would amend and replace the City Zoning Map previously adopted in August 1997, and amended from time to time thereafter, and that this action does not alter or change any zone designation for the property located within the City; and

WHEREAS, the City Council, having considered the Planning Board's Recommendation and all other relevant material, finds that the new Official Zoning Map is necessary in order to depict the changes in the City's boundaries due to numerous annexations and rezonings and that this Resolution should be approved.

NOW, THEREFORE, THE CITY OF WASHINGTON RESOLVES AS FOLLOWS:

1. That the Planning Office is authorized to amend the Zoning Map adopted in August, 1997, to include the annexed and rezoned properties whose descriptions are on file in the Planning and Development Office.
2. The Zoning Map as herein amended shall be the Official Zoning Map for the City upon the adoption of this resolution.

ADOPTED by the City Council of the City of Washington at a regular meeting thereof the 14th day of September, 2015 and filed with the City Clerk.

Jay MacDonald Hodges, Mayor

ATTEST:

Cynthia S. Bennett
City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: September 14, 2015
Subject: Recreational Trails Program Grant Application 2016
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council authorize the Recreation Manager to work with Sound Rivers Inc. to apply for the Recreational Trails Program Grant Application in the amount of \$26,000. This grant application is to construct a canoe/kayak launch at the Havens Gardens Boat Ramp. This would be an access point for the Tar-Pamlico Blue Trail and connect two existing trails. The grant requires a 25% cash match.

BACKGROUND AND FINDINGS:

During the July 13, 2015 City Council Meeting, Council approved the Recreation Manager to work with Sound Rivers Inc. and to move forward with the pre-application. The grants will be awarded in December 2015.

The Recreation Department currently has \$2,859 that will go towards the \$6,500 required match.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: September 14, 2015
Subject: Vehicle Purchase Order Approval
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council approve the attached purchase orders.

BACKGROUND AND FINDINGS:

Requisition #745, Capital Ford, State contract, \$23,614 to replace vehicle #416, a 2006 Chevrolet Silverado, \$24,000 budgeted. The current vehicle will be declared surplus, sold on Gov deals, and the proceeds applied to the Water Fund.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Requisitions
 Bid Tab

City Manager Review: *MWR* Concur _____ Recommend Denial _____ No Recommendation
 9/9 Date

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

Requisition #: 745	Date: 9/3/2015
PO #: Not Assigned	Approved By:
User Name: mwwhaley	Approved Code:
	Total Amount: \$23,614.00
CAPITAL FORD, INC. PO BOX 58678 RALEIGH, NC 27658	Ship To: CITY OF WASHINGTON WAREHOUSE (PW)

Public Works, Mike Whaley, 252-975-9308. Vehicle replaces vehicle # 416.

Quantity	Item Description	Project Number	Unit Price	Extended
1	Ford F150 4X2 Supercab, short bed from State Contract #070G, Item 29 quoted per Jim Torr August 21, 2015. A) Color: white, B) Color interior: blue or gray vinyl, C) freight included, D) Title to: City of Washington, PO Box 1988, Washington, NC 27889.		\$23,614.00	\$23,614.00

Sub Total	\$23,614.00
Shipping	\$0.00
Tax	\$0.00
Total	\$23,614.00

Account Number	Account Description	Amount
30-90-8140-7400	EQUIPMENT PURCHASES	\$23,614.00
Total		\$23,614.00

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
----------------------	-----------------------------	--------------------	------------------

BID TABULATION

Bid for: Vehicle #416
Opened: Wednesday, 9/2/15

=====

<u>Item</u>	<u>VENDOR</u>	<u>Capital Ford</u>	<u>Pecheles Ford</u>	<u>Feyer Ford</u>
1	F150 Ford , 4 X 2, supercab pick up Replaces vehicle #416	\$23,614.00	\$25,463.92	\$25,198.92

Recommendation: The recommendation is to purchase from Capital Ford on State Contract.

Signed: Mike Whaley

Washington Lions Club

Dear Mayor and City Council,

Good evening Mayor and City Council Members. I want to thank you for giving me the opportunity to visit with you this evening. My name is Vince Schimmoller. I am the Lions District Governor of the southeastern section of North Carolina. The Lions organization is the largest service organization in the world. It is an International organization with clubs in over 200 countries with 1.4 million members worldwide. The Lions of North Carolina would like to increase membership in the Washington Evening Lions Club so that we can better serve the residents of your community. The Washington Evening Lions Club is presently down to 4 members in the club.

The primary focus of the Lions is to help the blind and visually impaired in your community. During a recent Lion's vision screening in New York, an eye problem was detected in a 6 year old girl. Her mother took her to an ophthalmologist and they discovered that she had a fast growing cancerous tumor. She was operated on, lost her one eye but the doctor said that the vision screening probably saved her life. There are numerous stories like this, not as dramatic but discoveries that save a person's vision. In your community of Little Washington the Blind Center at 219 Harvey Street provides help and jobs to over 100 blind and visually impaired folks. Mrs. Blair Skinner is the director of the Blind Center and a member of the Washington Evening Lions club. By strengthening the club we will be able to provide greater assistance to this organization. During the week of Oct 5-9 Lion members will be in Little Washington recruiting folks from your community to join the Lions. We have scheduled an informational meeting on Thursday, Oct. 8 at 7 PM at the Blind Center on 219 Harvey Street. Everyone is welcome to attend. I will leave with you membership applications and additional information about the Lions. If anyone has any questions, feel free to contact me.

Again thank you for the opportunity to visit with you this evening about the Lions.

Our motto is "We Serve" and we are Lions

Loving Individuals Offering Needed Service

Vince Schimmoller, District Governor

919-498-9189

vschimmoller@gmail.com



MEMORANDUM

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: September 14, 2015
Subject: Reporting of Reallocation of Funding for FY 2014/2015

The following reallocations of funding between divisions within the General Fund have been approved by the City Manager in order to cover overspent departments with inter-departmental funds, thus avoiding additional appropriations.

General Fund:

-Increased Information Technology Department	10,800
-Decreased Miscellaneous Department	(10,800)
-Increased Equipment Services Department	17,000
-Decreased Police Department	<u>(17,000)</u>
Total	\$ 0

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

A handwritten signature in black ink, located in the bottom right corner of the page.

Mayor
Mac Hodges

Interim City Manager
Bobby E. Roberson



Washington City Council
Richard Brooks
Doug Mercer
Larry Beeman
William Pitt

MEMORANDUM

TO: Mayor & Washington City Council
FROM: Gloria J. Moore, Director
DATE: September 14, 2015
RE: NC Cardinal and Beaufort County Residents

NC Cardinal is a consortium of North Carolina public libraries that share an online catalog and integrated library system (ILS), and share resources with other member libraries. The cost of joining and the first two years membership is free and funded by through a State Library LSTA grant. Upon the third year, Brown Library would begin paying its portion of branch costs and subscription.

Library Patrons from a Library system NOT in NC Cardinal:

1. You may charge an Out-of-County fee and the price for a Brown Library card when patrons from counties that do not participate in NC Cardinal wish to use Brown Library resources. For example, Craven, Pamlico, Bertie, Gates, Hertford, Northampton, Tyrell, Dare, Pitt, to name a few.

*Your current policy will remain the same for these types of library systems.

Library Patrons from a Library System IN NC Cardinal:

- A. For Beaufort patrons:
 1. You may **ONLY** charge the price for a Brown Library card for patrons from Beaufort County if they:
 - a. Request a Brown Library card
 - b. And to request a Brown Library card, patron must be in good standings; (no fines/fees on patron's account)

A handwritten signature in blue ink, appearing to be "B. Moore", is located in the bottom right corner of the page.

- B. For all other NC Cardinal Libraries (Martin, Hyde, Greene, Lenoir, Jones, Wayne, Johnston, Harnett, Franklin, Cumberland, Bladen, to name a few)
- 1. You may charge an Out-of-County fee AND the price for a Brown Library card if they:
 - a. Request a Brown Library card
 - b. And to request a Brown Library card, patron must be in good standings with their NC Cardinal home library; (no fines/fees on patron's account)

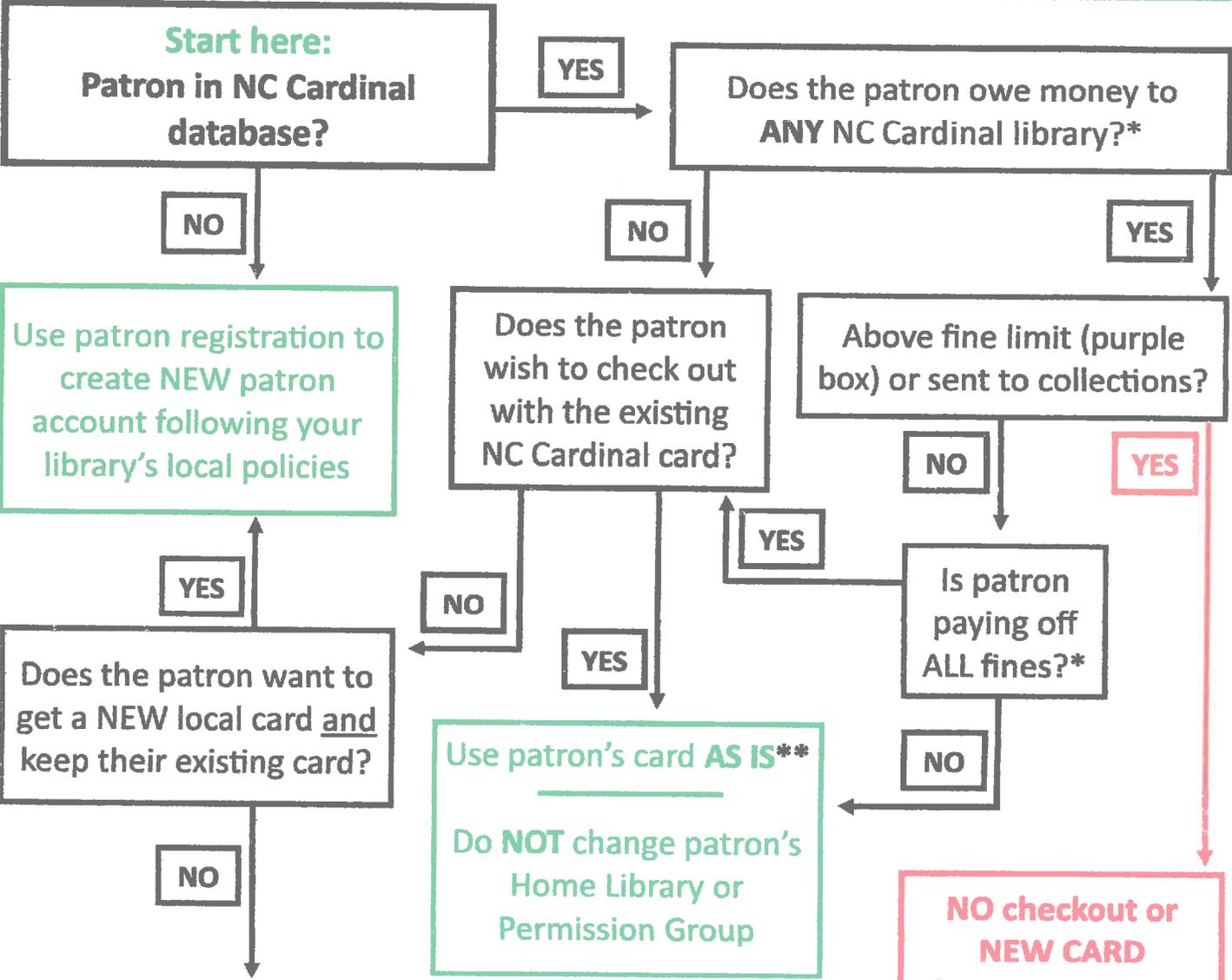
*So your current policy MUST change for NC Cardinal Libraries because any patron from an NC Cardinal Library may, **FREE OF CHARGE:**

- a. check out material from Brown Library
- b. check in materials
- c. use your public workstations as a guest
- d. pay fines/fees owed by their home "NC Cardinal" library
- e. place holds on Brown Library Materials
- f. pick up hold requests at Brown Library

Multiple Library Card Procedures



SEARCH the NC Cardinal consortium database for patrons with matching name and other identifiers. The scope of the patron search **MUST** be set to NC CARDINAL.



Replace barcode in existing account with barcode of new card for your library; update patron info, including Home Library and Permission Group to your library system

*Patrons with existing accounts who owe ANY amount of money to an NC Cardinal library may not register for a new library card with another NC Cardinal library

**If patron's existing card is expired with no fines, verify/update contact info & extend expiration date for a week; Do NOT use Update Expire Date button or change Home Library or Permission Group

**NO checkout or NEW CARD
Patron MUST pay bills before proceeding**

Patrons in collections must resolve with library system owed



MEMORANDUM

To: Mayor Hodges & Members of City Council
From: Bobby Roberson, Interim City Manager
Date: September 8, 2015
Subject: Main Street Designation – FYI

As a means of information, the 2015-16 annual agreement designating Washington as a North Carolina Main Street Community is attached for your review. The document outlines benefits offered to Main Street Communities.



RECEIVED SEP 08 2015

**North Carolina
Department of Commerce
Rural Economic Development Division
North Carolina Main Street Center**

**Pat McCrory, Governor
John E. Skvarla III, Secretary**

**Dr. Patricia Mitchell, CECD, Assistant Secretary
Elizabeth H. Parham, Director**

August 31, 2015

The Honorable Mac Hodges, Mayor
Bobby Roberson, Manager
City of Washington
Post Office Box 1988
Washington, NC 27889-1988

Dear Mayor Hodges and Mr. Roberson:

As you are aware, the NC Department of Commerce designated Washington as an NC Main Street community in 1980. At the time of designation, the NC Main Street Center sent an announcement to the City government, along with a certificate naming Washington as an NC Main Street community. In addition, we asked the City to appoint the agency or agencies that would be charged with administering the program on its behalf at the local level, since the responsibility of appointing that entity lies with the municipal government. Currently, you have Washington Harbor District Alliance charged with administering the Main Street program at the local level.

In June 2015, the NC Main Street Center asked each local Main Street program to sign an annual agreement for the FY 2015-16 year. The agreement outlines both the benefits and the requirements of being a designated Main Street community, including but not limited to, attendance at meetings and trainings, reporting, and management responsibilities, just to name a few.

As a means of keeping you in the communication loop, I have attached a copy of the agreement that was submitted and a copy of the services that we offer for your review. It does not require any action on your part, but I want you to be aware of these expectations as your Council makes programming and budgetary decisions that affect your downtown economic development initiatives.

On behalf of the Department of Commerce, we are proud to recognize Washington as an NC Main Street community and we are here to assist you in your downtown revitalization efforts.

If you have questions, please do not hesitate to contact me.

Sincerely yours,

Elizabeth H. Parham, CMSM

Thrive NC

301 North Wilmington Street • 4313 Mail Service Center • Raleigh, North Carolina 27699-4313

Tel: (919) 715-0527

www.nccommerce.com
September 14, 2015

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North Carolina
Main Street

2015-2016 ANNUAL AGREEMENT NORTH CAROLINA MAIN STREET® DESIGNATION

*Note –When communities are designated by the N.C. Department of Commerce as a North Carolina Main Street community, the local city or town government, and specifically the chief elected official, is notified of the designation. The city or town government determines who will administer the Main Street program at the local level and the city or town manager communicates that information to the N.C. Main Street Center.

Designated Main Street communities (Main Street Manager and Main Street Board Chair) will need to sign this document and return to the NC Main Street Center no later than June 30, 2015 as confirmation that they understand the benefits and requirements for active participation in the N.C. Main Street program. As a means of communication, the NC Main Street Center will send a signed copy back to the local government in July 2015 so that they too understand the benefits and requirements.

Retain a signed copy for your records and return a signed copy of the entire document by mail no later than June 30, 2015:

To: Liz Parham, CMSM
Director
NC Main Street Center
4313 Mail Service Center
Raleigh, NC 27699-4313

BENEFITS FOR N.C. MAIN STREET COMMUNITIES

North Carolina Main Street communities benefit from the following:

- **Partnership:**
 - Communities selected to participate in the Main Street program become *partners with the North Carolina Department of Commerce*, N.C. Main Street Center and the Office of Urban Development in a long-term economic development effort that has proven to have a positive impact on investment and job creation.
 - Main Street communities are limited in number and therefore *receive focused and personal attention* from North Carolina Main Street staff.
 - North Carolina cities are selected through a competitive process and only a few communities are designated; therefore *Main Street designation is an honor bestowed upon only a few special communities*.
 - In the first three years of a local Main Street program, the state of North Carolina invests approximately \$100,000 in on-site visits, *training and technical assistance*. After the initial start-up phase, the state

NORTH CAROLINA MAIN STREET CENTER & THE OFFICE OF URBAN DEVELOPMENT
NC Department of Commerce – Rural Economic Development Division-
4313 Mail Service Center, Raleigh NC 27699-4313 (919) 715-0527 4/27/2015

annually invests approximately \$5,000 in each Main Street community in the form of ongoing town-specific technical assistance, and statewide and on-site training for managers and board members.

- **Training:**
 - Main Street communities are eligible to attend and participate in the *Main Street Conference, Main Street Basic Training, Board and Committee Training, Main Street Managers' Meetings, Triannual Regional Meetings, and subject specific workshops.*
 - Designated North Carolina Main Street communities receive *two free registrations to the North Carolina Main Street conference* held in March.
- **Technical Assistance:**
 - The North Carolina Main Street program staff *guides designated communities through a strategic planning process* which helps communities create vision, develop strategies and produce action plans so that limited resources are focused and results are magnified.
 - The North Carolina Main Street staff *guide participating communities through board development, volunteer development and downtown manager training.*
 - The North Carolina Main Street staff *provides guidance and support to communities on ways to find and develop financial resources.*
 - Property and business owners in Main Street cities *receive free building exterior design and landscape plan consultation* and recommendations from North Carolina Main Street staff design specialists.
 - North Carolina Main Street *staff has extensive experience* in organizational development and nonprofit management, architecture, landscape architecture, historic preservation, building rehabilitation, investment tax credits, incentive programs, tourism development, marketing, image, and special event development, communications, and a range of other pertinent areas.
 - The North Carolina Main Street *staff is among the nation's leading authorities on downtown development* with collectively more than 98 years of experience helping North Carolina towns with revitalization challenges.
 - The North Carolina Main Street staff assists communities with Main Street *Manager recruitment and selection.*
 - The North Carolina Main Street staff *conducts an annual program assessment and review* of each Main Street program.
 - The North Carolina Main Street staff *conducts an annual budget and salary analysis* of Main Street programs.
 - The North Carolina Main Street staff *conducts an annual statistical data collection and analysis.*
- **Network:**
 - The North Carolina Main Street network possesses *some of the most experienced downtown development professionals* in the country.
 - Main Street communities are able to take advantage of and participate in *a special network* of Main Street cities statewide and nationally, with over 1400 communities across the nation that participate in the Main Street program from which *they learn best practices, techniques and strategies for downtown development.*
- **Funding:**
 - When available, Main Street communities are *eligible to receive Main Street Solutions Funding.*
- **Resources:**

- Through the North Carolina Main Street program, **communities are able to identify resource people, consultants and specialists on topics of interest to the community.**
- **Economic Impact:**
 - Since 1980 when the program began, Main Street communities in North Carolina have had over \$2.1 billion in new investment in their downtowns, a net gain of over 4,400 new businesses and a net gain of over 17,800 new jobs. ***This is serious economic development!***
 - The North Carolina Main Street staff **facilitates statewide economic impact studies and collects data** to determine trends in Main Street communities.
- **Recognition:**
 - Designated North Carolina Main Street communities are eligible to receive **statewide recognition through the North Carolina Main Street Awards and Main Street Champions** programs.
 - Eligible for **recognition by the National Main Street Center as a Nationally Accredited Main Street community.**
 - North Carolina Main Street communities **receive publicity about their programs** through press releases distributed through the N.C. Department of Commerce, North Carolina Main Street Center newsletters and annual reports, Main Street presentations and the N.C. Main Street Center social media sites.

REQUIREMENTS OF N.C. MAIN STREET COMMUNITIES

Requirements of North Carolina Main Street communities:

Designated Main Street communities are 50,000 and under in population at the time of designation.

1. Participate in all services provided to the local community by the N.C. Main Street Center.
2. Employ a full-time - 40 hours/week paid professional Main Street Manager as required, that is dedicated to downtown and that will coordinate and facilitate the work of the program. Communities with a population of 5,001- 9,999 MAY employ two or more persons that equal one or more full-time equivalent position(s), as long as one position is a designated manager. Communities with a population of 5,000 or less MAY employ a part-time - 20+ hours/week position paid professional Main Street Manager.
3. Obtain a 501(c) 3, 4, or 6 nonprofit designation OR be designated as a department of the local municipal government.
4. Establish broad-based support for the commercial district revitalization process, with strong support from both the public and private sectors.
5. Establish and maintain an active Board of Directors and Committees using the Main Street Four-Point Approach® and develop a comprehensive Main Street Work Plan using the Main Street Four-Point Approach®.
6. Establish an annual work plan/planning process for downtown.
7. Adopt and exhibit a Historic Preservation Ethic and design management program.
8. Demonstrate an established vision for downtown and a mission that defines the role of the organization that will manage the downtown initiative.
9. New Main Street Manager attendance at Main Street Manager Orientation, held each month in Raleigh, within three months of start date (if not previously attended).
10. Main Street Manager attendance at Main Street Basic Training each time there is a change in management (if not previously attended).
11. Fund the local Main Street program through both public and private partnerships at a level allowing for full implementation of the program based on the Four-Point Approach® and the adopted annual work plan.
12. Main Street Manager attendance at Main Street Managers' Meetings held once a year in August.
13. Main Street Manager attendance at Two of Three Tri-annual Regional Meetings each year. (Held in January, July and October.)
14. Main Street Manager and a minimum of one volunteer attendance at the annual N.C. Main Street Conference - (NCMS provides each designated MS community with two complimentary registrations).
15. Submit annual Statistical data in July and Budget & Salary information and Program Assessment Survey in January as requested to the NCMS Center.
16. Maintain an annual membership with the National Main Street Center at a \$350 designated level.
17. Reimbursement of NCMS Center's travel expenses, when traveling to the local community, at the IRS state rate plus meals at the state per diem rate and lodging.

Documents needed for a change in Administration of the local Main Street Program:

- The City/Town Council has the authority to designate another agency/entity to administer the Main Street program.
 - North Carolina Main Street Center requires:
 - A resolution from the City/Town Council that authorizes this change.
 - Minutes of the City/Town Council Meeting clearly demonstrating the majority vote.
 - Documentation demonstrating how the entity that will be administering the Main Street Program will address the items listed under the requirements section of this document.

BENEFITS OF MEMBERSHIP WITH THE NATIONAL MAIN STREET CENTER

Designated Main Street Member

(Required for all designated N.C. Main Street and Small Town Main Street communities)

As a Designated Main Street Member, your program is a recognized leader among the largest network of commercial district organizations in the world. Tap into the expertise of our large network of Main Street Programs, BIDs, CDC's, planners, local government agencies, consultants, and others to learn, research and share useful experience with each other. This guide explains the benefits of membership and how to access these tools.

We want you to get as much out of your membership as possible! Please contact us if you require any assistance with your benefits.

Your benefits include:

- *Main Street Now* - the digital journal of the National Main Street Center
- Access to our digital library of must-read revitalization publications
- Free online training opportunities
- Full access to the Main Street Solution Center with sample documents, articles, reports, and more from your peers and experts in the field - all at your finger-tips
- Access to the Main Street Listserv
- Exclusive eligibility for national accreditation
- Eligibility to apply for the Great American Main Street Awards and other special programs
- Discounts on conferences and workshops produced by the National Main Street Center
- The National Trust's volunteer opportunities web page
- National Trust membership List Exchanges
- Access to unique insurance products from the National Trust Insurance Services, LLC.
- Membership in the National Trust for Historic Preservation, which includes *Preservation* magazine
- A voice for your issues
- Eligibility to use the Main Street name
- And much more!

Annual Dues: \$350

Information from:

http://www.preservationnation.org/main-street/join/designated-member-benefits.html#_VO9t5_nF874

SIGNATURE PAGE

Designate Main Street City/Town: (Please Print) WASHINGTON, NC

Name of Main Street Organization: (Please Print) Washington Harbor District Alliance

Date: 5/13/2015

Name of Main Street Manager: (Please Print) Elizabeth Byrd

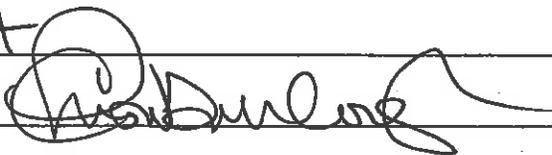
Title: (Please Print) Executive Director

Signature of Main Street Manager: 

Date: 5/13/2015

Name of Main Street Board Chair: (Please Print) Chris W. Furlough

Title: (Please Print) President

Signature of Main Street Board Chair: 

Retain a signed copy for your records and return a signed copy of the entire document by mail no later than June 30, 2015:

To: Liz Parham, CMSM
Director
NC Main Street Center
4313 Mail Service Center
Raleigh, NC 27699-4313

North Carolina Department of Commerce
NC Main Street Center
Program Services Offered to North Carolina Communities

The NC Main Street Center serves as the state's leading resource in downtown revitalization. This is accomplished by offering comprehensive technical assistance and resources through its Main Street and Small Town Main Street programs to small and medium-sized communities in all economic regions of the state. In addition, the Center serves as a resource center for all downtown revitalization programs and to traditional neighborhood commercial centers in North Carolina's micropolitans and metropolitans. The Center administers the National Main Street Center's program for the state, an economic development initiative within the context of historic preservation that was established in North Carolina in 1980; and the office administers the Main Street Solutions Fund grant program, a small business assistance program intended to spur private investment and create and retain jobs.

North Carolina Main Street - Established in 1980 to help communities under 50,000 in population that have downtown managers to establish and develop a downtown revitalization program. (64 NC Main Street communities)

Small Town Main Street – Established in 2002 to help communities under 7,500 in population that do not have downtown managers to establish and develop a downtown revitalization program. (30 Small Town Main Street communities)

Main Street Solutions Fund Program – Established in 2009 to provide economic development planning assistance and coordinated grant support to designated micropolitans located in Tier 2 and 3 counties and to active North Carolina Main Street communities.

Services Offered	Deliverables	Fees Charged by NC Main Street Center
TRAINING and EDUCATION		
Introduction to Main Street® <i>Staff offers a basic Main Street presentation to get programs started/re-energized.</i>	Presentation, Training	Reimbursement of Travel Related Expenses
Main Street® Manager/Downtown Development Director Orientation (3 hours) <i>Learn the Roles & Responsibilities of being a Main Street Manager or Downtown Development Director. Orientation is offered on the first Friday of every month in Raleigh.</i>	Training Packet	FREE service
Main Street® Regional Workshops (1 day) <i>Staff offers triannual regional workshops for Main Street® and Small Town Main Street designated communities to conduct training on specific topics of interest. Regional workshops are held in January, June and October in Main Street and Small Town Main Street communities.</i>	Presentations, Training, Resources & Tools	Small Fee may be charged to cover presenters' costs.

North Carolina Department of Commerce
NC Main Street Center
Program Services Offered to North Carolina Communities

Services Offered	Deliverables	Fees Charged by NC Main Street Center
<p>N.C. Main Street Conference (3 days) <i>Staff provides comprehensive training on downtown revitalization best practices at an annual statewide downtown revitalization conference. Conference is open to all communities.</i></p>	Presentations, Training, Resources & Tools	Cost varies based on registration category and Main Street status
<p>Main Street 101 Sessions (1/2 day) <i>Staff provides 1 hour sessions on Organization, Design, Promotion, Economic Restructuring and the Roles and Responsibilities of Board and Committee Members. Sessions are geared for board and committee members and are offered the morning that the N.C. Main Street conference opens.</i></p>	Presentations, Training, Resources & Tools	No additional cost-covered by conference registration.
<p>Main Street® and Small Town Main Street Awards and Main Street® Champions <i>Active Main Street® and Small Town Main Street communities are eligible to nominate downtown individuals and projects for recognition at the N.C. Main Street Conference.</i></p>	Awards	FREE service
<p>Main Street® Managers Meetings (3 days) <i>Staff offers an annual training meeting for Main Street Managers each year in August. Meeting is held in a Main Street community.</i></p>	Presentations, Training, Resources & Tools	FREE service
<p>Main Street® Basic Training (3 days) <i>Learn the Main Street Four-Point Approach® and How to Implement the Program for Economic Results. Basic Training is offered each year in November in the Raleigh region.</i></p>	Presentations, Training, Notebook & CD	Training Materials
<p>Main Street® Intermediate Training (2-3 days) <i>Staff offers annual intermediate training for Main Street® and Small Town Main Street designated communities on more advanced topics related to Design, Promotion and Economic Restructuring Training are held in July.</i></p>	Presentations, Training, Resources & Tools	Fees charged to cover presenters' costs.
<p>Main Street Solutions Fund Workshop (2 hours) <i>Staff offers a Main Street Solutions Fund workshop 1-2 times each year to review the guidelines and application process for the Main Street Solutions Fund. Attendance within the last two years is mandatory for any community that wishes to apply.</i></p>	Presentations, Training, Resources and Application	FREE service

North Carolina Department of Commerce
NC Main Street Center
Program Services Offered to North Carolina Communities

Services Offered	Deliverables	Fees Charged by NC Main Street Center
STRATEGIC PLANNING for DOWNTOWN		
Strategic Planning Services Staff provides strategic planning services for both new and established Main Street® and Small Town Main Street communities. A strategic plan schedule is developed for each community from the menu of services below, based on their needs.		
Introduction to Main Street® <i>Staff offers a basic Main Street presentation to get programs started/re-energized.</i>	Presentation, Training	Reimbursement of Travel Related Expenses
Needs Assessment/Reconnaissance Visit - 1 day <i>Staff will assess the needs of your downtown.</i>	Community Assessment	Reimbursement of Travel Related Expenses
Organizational Structure Development <i>Learn the pros and cons of different organizational structures to determine the best plan for your downtown.</i>	Facilitation, Tech Sheet	Reimbursement of Travel Related Expenses
Economic-Driver Positioning and Assessment <i>Staff will train your community on how to use economic drivers to develop opportunities for downtown economic growth.</i>	Presentation, Community Assessment	Reimbursement of Travel Related Expenses
S.W.O.T. Analysis <i>Strengths, Weaknesses, Opportunities and Threats are the basis for change. Staff will facilitate an assessment in your community.</i>	Facilitation, Community Assessment	Reimbursement of Travel Related Expenses
Community Asset Mapping <i>Staff will facilitate a process to complete an assessment of your community assets.</i>	Facilitation, Community Assessment	Reimbursement of Travel Related Expenses
Stakeholder and Partnership Development <i>Staff will facilitate and train your community on how to develop public/private partnerships.</i>	Facilitation, Training	Reimbursement of Travel Related Expenses
Vision Development <i>Staff will facilitate a process with your community to develop a consensus-driven vision for downtown.</i>	Facilitation, Vision Training, Review of Draft Vision Statements	Reimbursement of Travel Related Expenses
Mission Development <i>Staff will facilitate a process with your community to define roles and responsibilities of your downtown organization.</i>	Facilitation, Review of Draft Mission Statements	Reimbursement of Travel Related Expenses

North Carolina Department of Commerce
NC Main Street Center
Program Services Offered to North Carolina Communities

Services Offered	Deliverables	Fees Charged by NC Main Street Center
<p>Commercial Revitalization Resource Team (3-4 days) (full team is 4-7 participants) <i>Staff will coordinate a team of downtown revitalization experts in active Main Street® communities to conduct an assessment of your downtown and prepare a comprehensive report.</i></p>	<p>Community Assessment, Presentation, Comprehensive Report</p>	<p>Reimbursement of Travel + Stipend for Outside Consultants</p>
<p>Annual Program Assessment - 1 day <i>Staff will offer a comprehensive assessment in active Main Street® communities of your downtown program and prepare recommendations.</i></p>	<p>Community Assessment, Comprehensive Report</p>	<p>Reimbursement of Travel Related Expenses</p>
<p>Work Plan Development <i>Staff will facilitate a planning retreat that will result in a planning document.</i></p>	<p>Facilitation, Work Plan Document</p>	<p>Reimbursement of Travel Related Expenses</p>
<p>Budget Development and Financial Management <i>Staff will facilitate a development process to create a diverse budget and to train staff and volunteers on managing the finances for downtown.</i></p>	<p>Facilitation, Training</p>	<p>Reimbursement of Travel Related Expenses</p>
<p>Downtown Design Improvement Plans <i>Staff will provide a comprehensive downtown design improvement package to active Main Street® and Small Town Main Street property owners and business owners that request assistance.</i></p>	<p>Design Package</p>	<p>Reimbursement of Travel Related Expenses</p>
<p>Comprehensive Market Analysis <i>Staff will prepare a market analysis report for active Main Street® and Small Town Main Street communities.</i></p>	<p>Comprehensive Market Analysis Report, Training for Implementation</p>	<p>Reimbursement of Travel Related Expenses+ \$200 for data</p>
<p>Downtown Tools, Resources & Incentives <i>Staff will provide technical assistance with tools, resources and incentive. Staff maintains a database of local incentive programs.</i></p>	<p>Technical Assistance, Tools, Resources, Reports</p>	<p>Reimbursement of Travel Related Expenses</p>
<p>Grant and Project Funding Development <i>Staff will assist your community in identifying downtown revitalization grant opportunities.</i></p>	<p>Technical Assistance, Training, Resources</p>	<p>Reimbursement of Travel Related Expenses</p>

North Carolina Department of Commerce
NC Main Street Center
Program Services Offered to North Carolina Communities

Services Offered	Deliverables	Fees Charged by NC Main Street Center
DOWNTOWN MANAGEMENT SERVICES		
Main Street® Manager/Downtown Development Director Position and Selection Assistance <i>Staff will assist with job descriptions and distribution of job announcements.</i>	Technical Assistance	FREE service
Main Street® and Small Town Main Street Statistics <i>Staff maintains statistical data of the impact of the Main Street program in N.C. will assist active Main Street® and Small Town Main Street communities in understanding how to collect downtown statistical data.</i>	Technical Assistance, Report, Analysis	FREE service
Downtown Budget and Salary Analysis <i>Staff maintains budget and salary information on active Main Street communities. Staff will assist active Main Street® communities in collecting downtown budget and salary information used to develop statewide comparables.</i>	Technical Assistance, Report, Analysis	FREE service
Main Street Program Assessment and National Main Street Accreditation <i>Staff conducts a program assessment of each active Main Street community that is used to determine communities that qualify for National Main Street Accreditation.</i>	Assessment	FREE service
Municipal Service District Report <i>Staff completes an annual Municipal Service District (MSD) report that identifies each community that has an MSD and their tax rate.</i>	Technical Assistance, Report	FREE service
GRANTS and FUNDING		
Main Street Solutions Fund <i>Staff will administer the Main Street Solutions Grant Fund, a state appropriation designed to assist small business and leverage private investment.</i>	Presentation, Resources, Strategy Development	FREE service
Grant and Project Funding Development <i>Staff will assist your community in identifying downtown revitalization grant opportunities. Staff maintains a grants database that is available to any N.C. community.</i>	Technical Assistance, Training, Resources	Reimbursement of Travel Related Expenses



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: September 8, 2015
Subject: Approve and authorize the Community and Cultural Services Director to execute the Waterfront Docking Agreement for Little Washington Sailing School

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

RECOMMENDATION:

I move that the City Council approve and authorize the Community and Cultural Services Director or his/her designee to execute the Waterfront Docking Agreement for Little Washington Sailing School (LWSS).

BACKGROUND AND FINDINGS:

In September of 2014 the City Council accepted the recommendation of the Waterfront Docks Committee and approved an understanding of the concept of expanding the LWSS's use of Dock J. The City of Washington is, therefore, requesting a new docking agreement between Little Washington Sailing School, Inc. and the Waterfront Docks. The new agreement is substantially similar to the previous agreements and no other substantive changes were made in the agreement.

PREVIOUS LEGISLATIVE ACTION

Previous Docking Agreements

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Docking Agreement

City Manager Review: 9-8-2015 Date Concur *JHR* Recommend Denial _____
No Recommendation _____

**NORTH CAROLINA
BEAUFORT COUNTY**

WATERFRONT DOCK AGREEMENT

THIS AGREEMENT, is made and entered as of the 8th day of September, 2015, by and between the City of Washington, North Carolina (hereinafter referred to as "Waterfront Docks") and Little Washington Sailing School, Inc. (hereinafter referred to as "School"). For and in consideration of \$1.00 and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein as well as valuable consideration paid and to be paid, Waterfront Docks and School agree as follows.

1. **GRANT OF LICENSE.** Subject to the satisfaction of the conditions contained in Section 1.a. below, Waterfront Docks hereby grants to School and School hereby accepts from Waterfront Docks a license to use the entire portion of Waterfront Docks' piers known to Waterfront Docks as Dock J (hereinafter referred to as "Fixed Dock") subject to the terms and conditions set forth herein. It is agreed between the parties that this license is personal to School and shall not inure to the successors or assigns of School. School agrees that it does not possess and shall not claim at any time an interest or estate of any kind or extent whatsoever by virtue of this license or School's exercise or use hereunder of the same and Waterfront Docks conveys no interest in property, including but not limited to Fixed Dock or pier, to School by this Agreement.

a. School shall obtain or maintain, as the case may be, whatever permission is legally required, including but not limited to a CAMA permit or a modification to the current CAMA permit, from the appropriate agency(ies) or entity(ies) that will give School the legal right and authority (hereinafter referred to as "Permit") to exercise the rights and authority granted and contemplated by this Agreement. School shall not exercise any of the rights and authority granted and contemplated by this Agreement until School has received said Permit, provided said Permit to Waterfront Docks, and received approval of the Permit from Waterfront Docks. Upon receipt of approval from Waterfront Docks of said Permit, School shall exercise its rights and authority hereunder consistent with the terms and conditions of said Permit, as may be amended.

b. **BOAT AND OWNER IDENTIFICATION AND CONTACT INFORMATION.**

Name of Boat: No Name Primary Vessel Make: Avon Model: Center Console
Year: _____ Registration/Documentation # NC 8960DH Length: 14' Beam: _____ Draft: 18"
Owner's Address: 102 E. 2nd St., P.O. Box 1865, Washington, NC Social Security No.: N/A
Work Phone: Kevin Clancy - 252-402-7878 Home Phone: Kevin Clancy - 252-945-4030
Emergency Phone: Anne Kumins - 252-833-4333 Email: kevinclancy@gmail.com
Insurer: CHUBB Group Insurance Co. Policy #: 3601-56 19 EUC Insurer's Phone: 401-336-2180

Contemporaneously with the execution hereof, School shall provide Waterfront Docks with the above information concerning any and all dinghies, vessels, boats, etc. that School will utilize in its program and/or locate or berth at the Fixed Dock or Floating Docks (as described below). The information provided above is true and accurate. School agrees that, if any of the above information subsequently changes, School will provide updated information to Waterfront Docks within fourteen (14) days of such change.

2. **USE OF DOCK.** Notwithstanding anything herein or anything contained in the Rules to the contrary, Waterfront Docks authorizes School to utilize Fixed Dock in conjunction with its sailing instruction program (herein referred to as "Program"). School has and/or will make arrangements for, and be solely responsible for, the proper installation, maintenance, and any necessary replacement of additional pilings [six (6) are contemplated] adjacent to Fixed Dock. School has and/or will make arrangements for, and be solely responsible for, properly attaching two (2) twenty (20) by forty (40) foot floating docks (herein referred to as "Floating Docks") to Fixed Dock using the aforementioned additional pilings. School has and/or will make arrangements for, and be solely responsible for, the proper installation, maintenance, and any necessary replacement of any apparatus in between the Fixed Dock or pilings and the Floating Docks that may be necessary (for example fixed fenders), in Waterfront Docks' sole discretion, to prevent any damage to the Fixed Dock or the pilings by the Floating Docks. School has and/or will make arrangements for, and be solely responsible for, the proper installation, maintenance, and any necessary replacement of any apparatus that may be necessary (for example ladder and/or boarding steps), in Waterfront Docks' sole discretion, to provide safe and suitable access from Fixed Dock to the Floating Docks. School shall be responsible for, and pay for, any repair to the Fixed Dock that may be caused by the Floating Docks or otherwise by the activities of the School's Program. School will utilize said Floating Docks for storage of and access to sailing dinghies (hereinafter referred to as "Vessels") utilized in the Program. Subject to advance permission from and any related requirements of Waterfront Docks, School may dock two chase boats at the Floating Docks to be used solely in conjunction with said Program. Said chase boats shall be subject to the same relocation and removal terms and conditions as are applicable to the Floating Docks and Vessels. School shall not be entitled to berth any other boat at the Fixed Dock or Floating Docks or attach other appurtenances to Fixed Dock, other than as identified above, without the express written consent of Waterfront Docks. School shall not use the Fixed Dock as rental property, a dwelling, or for any purpose other than the purposes stated herein without prior written

consent of Waterfront Docks. School shall have no interest in the Fixed Dock other than the right to use said space in accordance with the terms and conditions of this Agreement and any rules and regulations as Waterfront Docks may make respecting the use thereof. School shall coordinate all activities with Waterfront Docks. School shall perform all activities associated with its Program in such a manner that such activities do not interfere with, hinder, or in any way impair the public's use of the waterfront docks or the use of slips by boat owners. School agrees to cooperate in all respects with all of the parties, including the public, who presently utilize or may in the future be utilizing the waterfront docks and agrees to coordinate its activities insofar as possible to achieve an orderly, safe, and harmonious joint usage thereof by all parties. School expressly authorizes the general public to utilize the Floating Docks when the same are not being utilized by the School for its Program and School will install, maintain and repair suitable cleats to the Floating Docks for such use by the general public.

a. School shall require all students in its Program to execute and return a waiver, release and indemnification in a form satisfactory to Waterfront Docks prior to commencement of any activity related to the Program.

3. **TERM.** School may utilize Fixed Dock for a twelve (12) month term, beginning on the 8th day of September, 2015 and ending on the 7th day of September, 2016. Either party may terminate this Agreement, with or without cause, upon thirty (30) days notice. Upon expiration or termination of this Agreement, School shall remove said Floating Docks and Vessels from Fixed Dock within ten (10) days. Should School fail to relocate the Floating Docks and Vessels within the time allowed, Waterfront Docks shall have the right to relocate the Floating Docks and Vessels from the Fixed Dock, including but not limited to placing them at anchorage or storing them on land, and receive reimbursement and indemnification from School for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (herein referred to as "Rules") _____.

a. Waterfront Docks waives the two-day maximum stay for use of Dock J in the area known as the free docks by the School for its Program during the term of this Agreement.

4. **CONDITION OF FIXED DOCK.** School hereby accepts the condition of the Fixed Dock and common areas of Waterfront Docks "AS IS" and School acknowledges that Waterfront Docks makes no express or implied warranty as to the condition of the Fixed Dock, the water, the depth of the water, the common areas or any utilities, gangways, fences, doors, locks, or any other aspect of the waterfront docks. School covenants to satisfy itself that the Fixed Dock and berthing space are adequate for the safe berthing of its Floating Docks and Vessels. School shall exercise due caution in occupation of the Fixed Dock, shall take good care of the Fixed Dock and, at the expiration or earlier termination of this Agreement, shall surrender and deliver the Fixed Dock to Waterfront Docks in as good condition as when received by School from Waterfront Docks, reasonable wear and tear excepted. Waterfront Docks may elect to retain or dispose of, in any manner, School's personal property that is not removed from the Fixed Dock or the waterfront docks by School at the expiration or earlier termination of this Agreement. School waives all claims against Waterfront Docks for any damage to School resulting from Waterfront Docks' removal of School's personal property at the expiration or earlier termination of this Agreement. School shall be liable to Waterfront Docks for Waterfront Docks' costs for storage, removal, or disposal of School's personal property at prevailing rates.

a. Waterfront Docks, in its discretion, may retain, or require School to remove, any alteration, addition, or improvement made by School to the Fixed Dock or to any common area pursuant to advance written approval of Waterfront Docks. Any such alteration, addition, or improvement retained by Waterfront Docks constitutes further consideration for this Agreement.

b. School shall keep the waterfront area around the Fixed Dock clean as well as litter free and in a presentable, acceptable and satisfactory condition to the City.

5. **BAILMENT.** It is understood and agreed that this Agreement does not constitute a bailment. Except as otherwise provided herein, School retains and has exclusive care, custody, control, and access to the Floating Docks, Vessels, chase boats and their respective contents at all times.

6. **GENERAL RESPONSIBILITIES AND OBLIGATIONS.** Waterfront Docks' employees, in their sole discretion, may make reasonable efforts to inform School of dangerous conditions requiring School's attention, but Waterfront Docks assumes no responsibility or liability for the same, including but not limited to tending mooring lines, moving the Floating Docks or Vessels, or moving boats from berths to which they are or were assigned. School further agrees to provide Waterfront Docks a key or combination to locks securing the Vessels, if any. It is expressly agreed that Waterfront Docks shall not be liable to School if for any reason Waterfront Docks fails to move the Floating Docks or Vessels at any time for any reason.

7. **RATIFICATION OF ACTIONS.** Notwithstanding anything herein to the contrary and although Waterfront Docks has absolutely no obligation to do so, should Waterfront Docks enter upon the Floating Docks or Vessels or take any action to protect the Floating Docks or Vessels, which action is hereby approved and authorized by School, including but not limited to relocating the Floating Docks or Vessels, installing mooring lines, or pumping the Vessels, or similar services, School agrees to reimburse and indemnify Waterfront Docks as more specifically provided for in the attached Rules and to hold Waterfront Docks, its representatives, agents, or contractors harmless for any loss or damage as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.

8. **HAZARDOUS MATERIALS.** School covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. School agrees and does hereby fully indemnify and shall hold Waterfront Docks absolutely harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Waterfront Docks may incur or suffer by reason of any claim or liability arising from School's noncompliance with applicable environmental laws and the terms of this paragraph. School specifically covenants and agrees that no hazardous substances, hazardous wastes or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on or about the Fixed Dock or Waterfront Docks' facilities, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the

expiration or termination of this Agreement.

9. **NO ASSIGNMENT OR SUBLICENSING.** This Agreement is not transferable or assignable and runs to School only. School may not assign this Agreement or sublicense the Fixed Dock. In the event School suspends its Program, Waterfront Docks shall have the right to cancel this Agreement.

10. **INSURANCE.** School shall, throughout the term of this Agreement and any renewal thereof, at its own expense, keep and maintain in full force and effect the following insurance coverages.

- a. Commercial General Liability Insurance, including general marine liability, products and completed operations liability, personal and advertising liability, and P&I liability coverage at a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

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

11. **WAIVER OF SUBROGATION.** School releases and relieves Waterfront Docks and waives School's entire rights of recovery against Waterfront Docks for loss or damage arising out of or incident to any of the perils insured against under this Agreement as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy School might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. School shall give notice to its insurance carriers that this waiver of subrogation is contained in this Agreement and cause the carriers to accept this waiver of subrogation, to the extent permissible by applicable law.

12. **UTILITIES.** Water, sewer, and electric utilities are not available at Fixed Dock.

13. **CHANGES TO COMMON AREA/DOCK ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to School, to relocate and/or change any access ways, parking and similar areas, as may be necessary in Waterfront Docks' sole discretion for the efficient operation of the waterfront docks or for any other purpose. Waterfront Docks may permanently reassign the School to another dock only upon written request to and written acceptance from School. In which case, said written request and acceptance shall serve as an amendment hereto, but only as to the dock to be licensed and shall not affect any other provision hereof unless such further revision is reduced to writing and signed by the parties hereto. Waterfront Docks reserves the right, without recourse to School, to temporarily relocate the School to another location on the waterfront, including another dock, in Waterfront Docks' sole discretion. School shall temporarily relocate their Floating Docks and Vessels as and when directed by Waterfront Docks if practical and reasonable. If School's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Floating Docks and Vessels. The term "Fixed Dock" as used herein shall also apply to the location or dock to which the Floating Docks and Vessels are permanently reassigned or temporarily relocated as provided for hereinabove.

14. **SECURING THE FLOATING DOCKS, APPARATUS AND VESSELS.** The Floating Docks and other apparatus provided for herein shall be secured to the Fixed Dock in a manner acceptable to Waterfront Docks. School Vessels will be secured when stowed or docked. If Waterfront Docks secures the Floating Docks, other apparatus or Vessels, Waterfront Docks is entitled to reimbursement and indemnity as more specifically provided for in the attached Rules.

15. **COMMON AREAS.** This Agreement grants the Boat Owner only a license to use the Fixed Dock and non-exclusive access to piers, docks, sidewalks, parking lots and other nearby common areas that are reasonably necessary to use the Fixed Dock.

16. **RULES AND REGULATIONS.** School shall comply with all rules and regulations of Waterfront Docks, including but not limited to the Rules, as the same may be amended from time to time, during the existence of this Agreement. Any crew or guest of the School are the responsibility of the School and must comply with the Rules. The current version of said Rules is attached hereto as Exhibit "A" and is incorporated herein by reference. School acknowledges having received and read the Rules currently in effect. Waterfront Docks reserves the right to reasonably amend the Rules in its sole and absolute discretion from time to time, and School further agrees to comply with such amended Rules. Any amended Rules shall also automatically be incorporated herein. If School or those under the responsibility of School fail to comply with the Rules or otherwise cause disorder, depredations or indecorous conduct that might injure a person, cause damage to property, or harm Waterfront Docks' reputation, the same shall be cause for immediate removal of the Floating Docks and Vessels, without prejudicing Waterfront Docks' right to damages and any financial obligation of School to Waterfront Docks.

- a. Notwithstanding anything herein or anything contained in the Rules to the contrary, the Floating Docks, other apparatus and Vessels must be removed when the Pamlico area is placed under a NOAA weather warning in accordance with Rule 21 of the Rules.
- b. Notwithstanding anything herein or anything contained in the Rules to the contrary, with the exception of School Vessels, there shall be no storage of any items of any kind upon the Fixed Dock or Floating Docks without advance permission from Waterfront Docks.

17. **DEFAULT.** School shall be in default under this Agreement if any of the following occur.

- a. School becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for School or the business of School. In no event shall this Agreement or any rights or privileges hereunder be an asset of School under any bankruptcy, insolvency, or reorganization proceedings.

b. School violates any rule or regulation of Waterfront Docks.

c. School violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

18. **NO WAIVER.** Waterfront Docks shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by Waterfront Docks. No failure or delay in the exercise of any right or remedy shall be construed as a waiver of such right or remedy, and no partial exercise of any right or remedy shall preclude the further exercise of such right or remedy.

19. **REMEDIES.** SHOULD SCHOOL FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, WATERFRONT DOCKS MAY INSTITUTE ANY ACTION, SUIT OR PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR TO COLLECT ANY AMOUNTS DUE HEREUNDER, AND WATERFRONT DOCKS SHALL BE ENTITLED TO REIMBURSEMENT FROM SCHOOL FOR ALL COSTS AND EXPENSES REASONABLY INCURRED IN ENFORCING ITS RIGHTS HEREUNDER, INCLUDING BUT NOT LIMITED TO, COLLECTION OF ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES.

20. **INDEMNIFICATION.** School does for itself, its agents, successors, assigns, customers, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City of Washington, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, attorneys, insureds, successors, and assigns, and each of them, respectively, of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, attorneys' fees, and consequential, general, special, and punitive damages or liabilities, known or unknown, on account of, or in any way related to or growing out of this Agreement, including but not limited to School's operation of the Program, School's sailing instruction operation and/or School's use of the Fixed Dock and waterfront docks. It is the intent and understanding of the parties that this indemnification shall include but not be limited to 1) any injury, including death, to any person, 2) any claim arising from any accident, fire, or casualty from any cause whatsoever, including negligence, and 3) any claim of School's participants, customers, invitees, guests, and/or boarders of the Vessels caused by, related to, or arising from School's use of the Fixed Dock, School's Program or the contemplated sailing instruction operations or this Agreement.

21. **ADHERENCE TO REGULATIONS.** School agrees to comply with all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or anytime hereafter may be applicable to the Fixed Dock, the waterfront docks, public waters, the School, any improvements made by School pursuant to advance written consent of Waterfront Docks, and School's operation of the Program, including but not limited to the sailing instruction operations contemplated hereby and the related enterprise. School shall indemnify and hold Waterfront Docks harmless for any and all damage of any kind arising from School's failure to comply with the aforementioned rules and regulations, including attorney's fees.

22. **REPORTING REQUIREMENTS.** School shall keep or cause to be kept complete records of the business it conducts or transacts arising from this Agreement as well as any additional records reasonably requested and, upon request, provide any such records or reports that may be required by the City Council or City Manager.

23. **RELATIONSHIP OF PARTIES.** In carrying out the terms and conditions of this Agreement, School is an independent contractor and is not an agent or employee of Waterfront Docks. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Waterfront Docks and School.

24. **ILLEGAL PROVISIONS, GOVERNING LAW.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement this the day and year first above written.

LITTLE WASHINGTON SAILING SCHOOL, INC.

CITY OF WASHINGTON

By: _____ (SEAL)

By: _____ (SEAL)

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Rules and Regulations For Washington Waterfront Docking

1. All vessels must register with the dock attendant ("Management") upon arrival to the Washington Waterfront Docks ("the Waterfront"). "Management" may also refer to the City of Washington ("City") where required by context.
2. Major repairs of such extent and nature as are normally performed at boat yard facilities, including but not limited to rebuilding or replacing engines, and the sanding, painting, or refinishing of any portion of a boat, shall not be performed at or near a slip or the Waterfront. No other type of work may be performed at or near a slip or the Waterfront unless the boat owner obtains advance approval from Management and the contractor who intends to perform such work satisfies Management that the contractor possesses adequate insurance coverage.
3. Boat owner shall not make any alterations, additions or improvements in or to a slip, the Waterfront or to any adjacent common area without prior written approval from Management. In addition, no dock boxes, steps or any other objects can be installed or kept on the docks or piers without the written consent of Management. No flammable materials, cleaners or pollutants may be kept on the docks or piers. Shore power cables, hoses, dock lines or any other connecting apparatus between the dock and a boat owner's vessel must be kept safely clear of both the passageway on the dock or pier and clear of the fairway to adjacent slips.
4. At all times when on the Waterfront property, or on any boat therein, boat owners shall conduct themselves so as to not violate any City Ordinance nor to create any annoyance, hazard, or nuisance at or to the Waterfront, other boat owners, their guests or other patrons of the Waterfront. Boat owners further accept responsibility for insuring like conduct of their guests, crew or any others in their company.
5. Absolutely no pollutants, including but not limited to sewage, oil, or fuel, will be dumped, pumped or allowed to run into the waters surrounding the Waterfront. All sewage shall be disposed of at the proper facility for such purpose.
6. No swimming, diving or crabbing is permitted at the Waterfront.
7. No advertising or soliciting, including "For Sale" signs, is permitted on any boat or slip at the Waterfront without prior written consent of Management.
8. Vessels may tie to a Waterfront dock only by the cleats or pilings provided for such purpose. No vessel nor any other gear or items may be tied to any other structure, fixture or point along the Waterfront.
9. No commercial vessels may be berthed at the Waterfront and no commercial transactions shall be permitted from the Waterfront without the prior written consent of Management. Soliciting of any kind for any purpose is prohibited without prior written consent of Management.
10. Open fires for cooking, grilling or for any reason are strictly prohibited on the piers and docks at the Waterfront. Boat owners accept liability for any open flames aboard their vessel that may, directly or indirectly, endanger other vessels, docks, piers or any other property at the Waterfront.
11. Laundry is not to be hung from a vessel or the docks.
12. Pets must be leashed at all times when not aboard a vessel. No pets are allowed on the wetland boardwalk.
13. To be berthed at the Waterfront, a vessel must be registered or documented, identified, marked, equipped and maintained as required by law and safe practice. At all times, vessels berthed at the Waterfront must be in a clean, seaworthy, sanitary, fully operational condition, dry within, and regularly repaired and maintained. No vessel berthed at the Waterfront shall be an eyesore or constitute a fire, safety, sinking or pollution hazard. Any vessel considered to be unsafe; a pollution hazard; threatening to the dock structure, other vessels, or to people; inappropriately sized or shaped; or whose watertight integrity is questionable will be required to vacate the Waterfront.
14. Unsafe conditions or practices on the Waterfront or aboard a vessel are prohibited. Such conditions must be corrected or practices terminated or the responsible party and/or the vessel must vacate the Waterfront at the discretion and direction of Management.
15. Slips, piers, docks, and surrounding areas shall be kept clean, clear and trash free. No garbage, trash or any other materials in violation of MARPOL 73/78 regulations, as may be amended, will be thrown overboard. Shore disposal receptacles intended for that purpose will be utilized.
16. Consumption of alcoholic beverages is prohibited on the Waterfront except while aboard a vessel.

17. Management reserves the right to have raised and repaired at the owner's expense any vessel which sinks for any reason while at the Waterfront _____.
18. NO REFUNDS will be given.
19. All boats must have an assigned space. Except for slips that are governed by a Waterfront Docking Agreement, assigned spaces are subject to change in Management's discretion. Additional boats, regardless of type or size, are not permitted to be placed on the walkways, docks, or finger piers, tied alongside another boat or placed on shore. Rafting will only be allowed in conjunction with special events authorized by Management.
20. Refueling any vessel by any means (including portable gas cans) is prohibited at the Waterfront unless consented to by Management and approved by the Fire Marshal. See Section 2210.4 of the Fire Code, as may be amended.
21. Boat owners shall, in times of unusual, predictable water surges, such as a tropical depression or hurricane, move their boats from the Waterfront, including slips, within a reasonable period of time after the Pamlico Sound area is given a NOAA Weather Warning Condition. If a boat owner fails or refuses to remove their boat within said reasonable period of time, Management shall have the right, but not the obligation, to relocate a boat and the owner of any boat that is relocated shall reimburse and indemnify the City as more specifically provided for herein and not hold the City, its representatives, agents, or contractors liable or responsible for damages done to a boat during relocation, subsequent mooring, or anchorage; during a storm; or any incident thereafter _____. Should conditions prohibit any movement of a boat from the Waterfront, including a slip, boat owners assume all liability for any damages suffered to the property, pier, or other facilities of the City. In addition to all of the other liabilities and obligations of boat owners to the City set forth in these Rules and Regulations and any Waterfront Docking Agreement that may be applicable, boat owners shall pay the City for any and all damages suffered by the City as a result of any damage caused by a boat owner or their boat to the City's property, including but not limited to the Waterfront, slip, docks, pilings, bulkhead, utility lines, and any other real or personal property in which the City has an interest. As used herein, damages include all damages which the City may suffer, including but not limited to property damage, business interruption damage, loss of rentals, personal injury, and any other damages, including incidental and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or incurred in whole or in part by the negligence of the City or its agents, representatives, employees, invitees, partners, or any other person, firm or entity.
22. Live-boards are not permitted except in the case of transient vessels.
23. If the owner of a vessel tied to the Waterfront cannot be determined or if the owner refuses to sign a registration form, transient dockage fees will immediately and automatically be applied and shall be assessed in the event the owner is identified. Non-payment of such fees within 90 days will cause the vessel to be declared "abandoned".
24. Any action, including but not limited to relocation of a boat, installing mooring lines, pumping a boat, or similar services, concerning a boat deemed by Management as necessary to be taken, or otherwise authorized to be taken pursuant to these Rules or a Waterfront Docking Agreement, may be taken by Management or a third party at Management's direction. It is expressly understood that Management shall not be liable to a boat owner if for any reason Management fails to take any such action under any circumstance. Boat owners expressly indemnify and hold harmless Management from any and all claims that may arise from Management taking any action contemplated hereby. In the event Management takes any such action contemplated hereby, boat owners shall reimburse Management for the labor, materials, and related expenses associated with such action at the prevailing Management's rates or market rates, if applicable, within ten (10) days upon receipt of a bill for such expenses. In the event a third party takes any such action contemplated hereby at Management's direction, boat owners shall be responsible for and pay the cost charged by said third party within ten (10) days upon receipt of a bill for such charges. Management shall have a lien against and security interest in a boat, her appurtenances and contents, for any unpaid sums due related to said boat, including but not limited to sums arising from these Rules or a Waterfront Docking Agreement and/or sums due for damage caused or contributed to by a boat owner, a boat owner's guests, or an owner's boat to any piers or property of Management or to any other person.
25. Management reserves the right to revoke docking privileges to any person or vessel failing to comply with a directive from Management, these Rules and Regulations, or a Waterfront Docking Agreement.

Adopted by City Council on March 9, 2009



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Keith Hardt, P.E., Electric Director
Date: September 14, 2015
Subject: Approve Excavator Purchase
Applicant Presentation: N/A
Staff Presentation: Keith Hardt, P.E., Electric Director

RECOMMENDATION:

I move that City Council approve the purchase and the accompanying purchase order to Rob's Hydraulics, Inc. in the amount of \$43,020.25 for the purchase of an excavator.

BACKGROUND AND FINDINGS:

Included in the FY 2015-2016 budget is the purchase of a replacement trencher, #610, in the amount of \$60,000. The trencher is currently not in service. Based on the current needs within the electric department these funds would be better served to purchase a small excavator. The purchase of this excavator will provide additional resources to the entire electric department where the trencher only serves the needs when performing underground construction and maintenance. This equipment can perform many of the functions as the existing trencher, provide additional functions to the department and is less cost than replacing the existing trencher.

PREVIOUS LEGISLATIVE ACTION

2015-2016 Budget Ordinance

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Requisition
Bid Tab

City Manager Review: AWC Concur _____ Recommend Denial _____ No Recommendation
9-8 Date September 14, 2015
Page 46 of 67

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

Requisition #: 749
PO #: Not Assigned
User Name: mwhaley

Date: 9/3/2015
Approved By:
Approved Code:
Total Amount: \$43,020.25
Ship To: CITY OF WASHINGTON
WAREHOUSE (ELEC)

ROB'S HYDRAULICS, INC
P.O. BOX 636
7765 PITT STREET
GRIMESLAND, NC 27837

Elec. Dept., Mike Whaley, 252-975-9308. Replaces trencher #610.

Quantity	Item Description	Project Number	Unit Price	Extended
1	VIO35-6A Yanmar Escavator with canopy, angle blade, DA Aux hydraulics, coupler, hydraulic thumb, 12", 18" and 24" buckets. 3 year full machine warranty. Service and parts manuals.		\$43,020.25	\$43,020.25

Sub Total	\$43,020.25
Shipping	\$0.00
Tax	\$0.00
Total	\$43,020.25

Account Number	Account Description	Amount
35-90-8390-7401	INSTALLMENT PURCHASES	\$43,020.25
Total		\$43,020.25

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
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BID TABULATION

Bid for: EXCAVATOR
Opened: September 2, 2015
2:00 PM

<u>Item</u>	<u>VENDOR</u>	<u>Bid</u>
1	Rob's Hydraulics	\$43,020.25
2	Gregory Poole	\$50,006.11
3	Mitchell Tractor	\$44,043.98
4	James River Equipment	\$48,784.75

Recommendation: The recommendation is to purchase from Rob's Hydraulics

Signed: Michael Whaley



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: September 14, 2015
Subject: Accept the Play Together Construction Grant for Accessible Playgrounds
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move City Council accept the Play Together Construction Grant for Accessible Playgrounds from Trillium Health Services in the amount of \$225,000.00 for Havens Gardens Park.

BACKGROUND AND FINDINGS:

The grant funds will be used to build a truly inclusive playground at Havens Gardens for individuals of all abilities to play together. The opportunity to provide all children (and parents) with the opportunity to play together is not only exciting, but rewarding.

There is no match. The contract may stipulate requirements.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

The contract has not been received at this time. I will provide when it arrives.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Allen Lewis, Public Works Director
Date: 09-08-15
Subject: Amend Chapter 18, Section 123 – Designated Prohibited Parking Areas.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move Council adopt an ordinance to amend Chapter 18, Section 123, Designated prohibited parking areas, in reference to no parking around the circle at the end of Airport Road, as outlined in the attached ordinance, with an effective date of October 1, 2015.

BACKGROUND AND FINDINGS:

During the September Airport Advisory Board meeting, the issue of parking around the circle at the end of Airport Road was discussed, specifically, parking in front of the terminal annex building. Upon investigating the referenced ordinance, it was determined that the ordinance needed to be changed to prohibit parking around the entire circle on either side. The Airport Advisory Board approves of the proposed changes as shown in the attached ordinance amendment.

Attached is an ordinance to amend Chapter 18, Section 123.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached ordinance amendment.

**AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V,
SECTION 18-123: DESIGNATED PROHIBITED PARKING AREAS,
OF THE WASHINGTON CITY CODE**

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

Section 1. That Chapter 18 Section 18-123 – Designated prohibited parking areas, be amended to remove the following:

Airport Circle (both sides), excluding fifty (50) feet at the end of the circle next to the Airport Terminal Building

Section 2. That Chapter 18 Section 18-123 – Designated prohibited parking areas, be amended to add the following:

Airport Circle (both sides) excluding thirty (30) feet centered in front of the terminal building

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective October 1, 2015.

This the 14th day of September 2015.

Mayor

ATTEST:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director
Date: September 14, 2015
Subject: Workers Comp FY 2015 Budget Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a FY 2015 Budget Ordinance Amendment to appropriate funds to replenish the Workers Comp fund.

BACKGROUND AND FINDINGS:

The reserve for outstanding claims as of June 30, 2015 increased \$179,846 from prior year. An additional appropriation is necessary to cover this expense and maintain a minimum fund balance of \$750,000. The City's self funded workers compensation fund has been in place for six years and resulted in a cumulative net benefit of \$389,497 or \$64,916/year when compared to the fully insured cost of 2009.

PREVIOUS LEGISLATIVE ACTION

FY 14/15 Budget adoption & amendments

FISCAL IMPACT

Currently Budgeted Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

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

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

Section 1. That account number 10-00-4400-5402, Worker’s Compensation Insurance, Miscellaneous Non-Departmental portion of the General Fund appropriations budget be increased in the amount of \$115,000 to provide funds for payment to the Worker’s Compensation Internal Service Fund.

Section 2. That the Estimated Revenues in the General Fund be increased in the amount of \$115,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 3. That account number 35-90-6610-5402, Worker’s Compensation Insurance, Miscellaneous Non-Departmental portion of the Electric Fund appropriations budget be increased in the amount of \$35,000 to provide funds for payment to the Worker’s Compensation Internal Service Fund.

Section 4. That the Estimated Revenues in the Electric Fund be increased in the amount of \$35,000 in the account Fund Balance Appropriated, account number 35-90-3991-9910.

Section 5. That the Estimated Revenues in the Worker’s Compensation Internal Service Fund be increased in the following accounts by the amounts shown:

85-60-3940-1000	Payments from General Fund	\$ 115,000
85-60-3940-3500	Payments from Electric Fund	<u>35,000</u>
	Total	\$ 150,000

Section 6. That the following account numbers in the Worker’s Compensation Internal Service Fund be increased in the following accounts by the amounts shown:

85-60-4930-1000	WC Claims - General Fund	\$ 115,000
85-60-4930-3500	WC Claims - Electric Fund	<u>35,000</u>
	Total	\$ 150,000

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall become effective upon its adoption.

Adopted this the 14th day of September, 2015.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: September 14, 2015
Subject: Professional Engineering Services for ADA Improvement Study for the Susiegray McConnell Sports Complex
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move City Council authorize the Recreation Manager to enter into a contract with Rivers & Associates for a Professional Engineering Services for ADA Improvement Study for the Susiegray McConnell Sports Complex in the amount not to exceed \$6,500.

BACKGROUND AND FINDINGS:

The scope of services for this project includes the investigation to determine all required ADA accessible route upgrades to the Sports Complex. The deliverables will be an arrangement map and notes of all proposed improvements on an aerial photograph integrated with CADD graphics. A probable estimate of construction costs will be provided for each portion of the project and a priority presented based on need.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS



ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

August 6, 2015

Allen Lewis, PE
Public Works Director
City of Washington
102 E. Second Street
Washington, NC 27889

REFERENCE: Letter of Agreement for Professional Engineering Services for ADA Improvement Study for Susiegray McConnell Sports Complex 101 Airport Road, Washington, NC

Dear Mr :

I am pleased to submit this letter of agreement for the referenced project. The scope of services for this project includes the investigation to determine all required ADA accessible route upgrades to the Sports Complex. The deliverables will be an arrangement map and notes of all proposed improvements on an aerial photograph integrated with CADD graphics. A probable estimate of construction costs will be provided for each portion of the project and a priority presented based on need. Our scope of services does not include any surveying at this time and anticipates a field visit and two presentation meetings. We will provide these services on an hourly basis plus 1.1 times expenses and estimate the budget to be \$6500.00. Prior to exceeding this budget we will negotiate the extension of the budget based on our understanding of the remaining scope of services at that time.

GENERAL TERMS AND CONDITIONS: All Engineering and Technical Services will be provided in accordance with the General Terms and Conditions outlined in the attached EXHIBIT A. Rivers will invoice the CITY OF WASHINGTON for its services monthly based upon the hourly rates, listed on EXHIBIT C plus mileage and direct reimbursable expenses.

If this is agreeable to you, please sign each of the enclosed copies of this agreement indicating your acceptance and return one copy to our office. We appreciate the opportunity to serve you and we encourage you to call us any time you have a question or concern about our services or your bill.

Very truly yours
RIVERS AND ASSOCIATES, INC.



J. Stephen Janowski, PE
Senior Project Manager

APPROVED BY:
CITY OF WASHINGTON

By: _____

Title: _____

Date: _____

Enclosure: EXHIBIT A
EXHIBIT C

EXHIBIT A
City of Washington
August 6, 2015

GENERAL TERMS AND CONDITIONS
AGREEMENT BETWEEN ENGINEER AND OWNER

1. GENERAL: ENGINEER intends to serve as the OWNER's professional representative for those services provided under this Agreement and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, approvals, and other decisions made by ENGINEER, for the OWNER are rendered on all services for this project in accordance with generally accepted professional practices. ENGINEER will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, ENGINEER will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
2. AMENDMENTS: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
3. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the OWNER and ENGINEER.
4. TERMINATION: This Agreement may be terminated by either party by seven (7) days written notice in the event of a substantial failure to perform in accordance with the terms hereof by one party, through no fault of the other party. In the event of termination by the OWNER in accordance with this paragraph, the ENGINEER shall be compensated as provided for under paragraph "Compensation, Termination or Delay".
5. COMPENSATION, TERMINATION OR DELAY: If any phase of the PROJECT is suspended for more than three (3) months, or abandoned after written notice from the OWNER, or if the Agreement is terminated for any reason any time prior to the completion of the PROJECT, the ENGINEER shall be paid for services performed prior to the receipt of such written notice from the OWNER, based upon hourly rates for the time actually expended prior to termination, together with any reimbursable expenses and any actual out-of-pocket costs incurred by the ENGINEER as a result of said termination.
6. PAYMENT OF ACCOUNT: During the performance of work under this Agreement, the ENGINEER shall submit monthly invoices to the OWNER for services rendered to date. Payments to the ENGINEER shall be made within thirty (30) days following receipt of invoice. Interest shall be charged on the unpaid balance of any invoice not paid within thirty (30) days after receipt thereof, at the maximum rate allowable by law. In the event that any invoice of any portion thereof shall remain unpaid for a period of sixty (60) days after the date of receipt thereof, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend the performance of service under this Agreement until all invoices issued prior thereto have been paid in full.
7. SERVICE DURING CONSTRUCTION: Nothing in this Agreement shall be construed as giving the ENGINEER the responsibility or authority or direct to supervise construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **CONSTRUCTION INDEMNIFICATION:** In the event that the OWNER undertakes the performance of the responsibilities of the construction phase, or any portion thereof, or retains the services of any third party to carry out any of these responsibilities, the OWNER agrees to indemnify, save and hold the ENGINEER harmless from liability for any omissions of the OWNER, its officers, agents or employees, or any party hired by the OWNER to perform said responsibilities, during the performance of any phase of the work undertaken by the OWNER.
9. **USE AND OWNERSHIP OF DOCUMENTS:** All documents including Drawings and Specifications prepared or furnished by the ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may, at his expense, obtain and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefore. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

If required in the letter agreement, the ENGINEER will provide electronic files of drawings in AutoCad 2000 DWG or DXF format for the OWNER's use under the conditions indicated above. The ENGINEER will not be responsible for the data in the electronic files after 60 days. The files will be submitted on CD or Zip Disk. The ENGINEER's name and seal may be removed from the drawings. **Use and Ownership of Documents** applies to all electronic files.

10. **INSURANCE:** ENGINEER will maintain insurance coverage in the following amounts:

Workman's Compensation	Statutory
General Liability	
Bodily Injury and Property Damage	\$1,000,000
Automobile Liability	
Bodily Injury and Property Damage	\$1,000,000 inclusive

If the OWNER requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the OWNER.

11. **EXCLUSION:** For services involving or related to hazardous waste elements of this agreement, it is further agreed that the OWNER shall indemnify and hold harmless ENGINEER and his consultants, agents and employees from and against all claims, damages, losses, and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work of the ENGINEER, or claims against ENGINEER arising from the work of others, related to hazardous waste activities.

The above indemnification provision extends to claims against ENGINEER which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

This is **EXHIBIT C**, consisting of 1 page, referred to in and being a part of the **Agreement between OWNER and ENGINEER for Professional Services** dated August 6, 2015.

Initial:
 OWNER
 ENGINEER 

Standard Hourly Rates Schedule

EXHIBIT C: This Exhibit attached to, made a part of, and incorporated by reference into the Agreement made August 6, 2015 between CITY OF WASHINGTON (OWNER) and Rivers and Associates, Inc. (ENGINEER), as described as additional services.

Hourly rates for services performed on or after the date of the Agreement are:

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$165.00
Sr. Project Manager	\$155.00
Project Manager II	\$140.00
Project Manager I	\$130.00
Project Engineer II	\$120.00
Project Engineer I	\$105.00
Design Engineer II	\$95.00
Design Engineer I	\$85.00
Landscape Architect	\$100.00
Landscape Designer	\$90.00
Project Planner I	\$90.00
Planner II	\$80.00
Planner I	\$70.00
Designer IV	\$115.00
Designer III	\$105.00
Designer II	\$90.00
Designer I	\$75.00
CAD Technician III	\$70.00
CAD Technician II	\$65.00
CAD Technician I	\$60.00
Project Surveyor II	\$105.00
Project Surveyor I	\$90.00
Party Chief III	\$80.00
Party Chief II	\$60.00
Party Chief I	\$55.00
Surveyor Technician II	\$50.00
Surveyor Technician I	\$45.00
1-Man Robotic II	\$135.00
1-Man Robotic I	\$100.00
Resident Project Representative III	\$85.00
Resident Project Representative II	\$70.00
Resident Project Representative I	\$60.00
Intern Tech	\$35.00
Administrative Assistant	\$65.00



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Bobby Roberson, Interim City Manager
Date: September 14, 2015
Subject: Resolution Exempting Downtown Redevelopment Project
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council adopt a resolution exempting design services contracts for the Downtown Redevelopment Project (Hotel Louise & Belk) from the qualifications based selection (QBS) requirements of G.S. 143-64.31 (Mini-Brooks Act).

BACKGROUND AND FINDINGS:

The QBS process is a procurement process that focuses on the qualifications of potential firms rather than their fees or the price of the contract. Local governments must use this process when selecting an architect, engineer, surveyor, construction manager at risk, design-builder, or private developer for a public-private partnership development contract. This is often done by using a request for qualifications (RFQ) to solicit responses from interested firms and individuals.

G.S. 143-64.32 authorizes a unit of local government to exempt itself from the Mini-Brooks Act, which means that it will not be required to use the QBS process and may select an architect, engineer, surveyor, or alternative construction delivery method firm by whatever method it chooses (or no method at all). The exemption is capped at \$50,000, meaning the estimated cost of the contract cannot exceed this amount. Governing board approval is not required, but many local governments choose to do so anyway, which is a good practice to follow.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Resolution

City Manager Review: AW Concur ___ Recommend Denial ___ No Recommendation

9/8 Date

RESOLUTION EXEMPTING DOWNTOWN REDEVELOPMENT PROJECT

(Hotel Louise/Belk Building)

FROM G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee;

WHEREAS, the City proposes to enter into one or more contracts for design services for work on the Downtown Redevelopment; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WASHINGTON RESOLVES:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

Adopted this 14th day of September, 2015.

Mayor

Attest:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Bobby E. Roberson, Interim City Manager
Date: 9/08/15
Subject: Adopt a Resolution supporting Redistricting Reform
Applicant Presentation: William Pitt, Councilperson
Staff Presentation: Bobby E. Roberson, Interim City Manager

RECOMMENDATION:

I move that the City Council adopt the Resolution supporting Redistricting Reform.

BACKGROUND AND FINDINGS:

See Attachment

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS:

Resolution

RESOLUTION SUPPORTING REDISTRICTING REFORM

WHEREAS, the current redistricting process creates a conflicts of interest – as State legislators are effectively choosing their own constituents; and

WHEREAS, the redistricting process should be conducted in an open manner with real opportunities for public dialogue and feedback, not behind closed doors; and

WHEREAS, legislative incumbents often draw districts that are not compact and split communities of interest; and

WHEREAS, important principles such as the protections of the Federal Voting Rights Act of 1965 and respect for neighborhoods and cities should be clearly listed for a Commission to abide by; and

WHEREAS, voters are more likely to participate when they feel that their vote will count and that they have a reasonable chance of electing candidates who represent their interests; and

WHEREAS, elected officials are more responsive to constituents when voters have a choice of candidates, thus increasing accountability and serving the best interests of the voters of North Carolina.

NOW, THEREFORE, I, Jay MacDonald Hodges, Mayor of the City of Washington, on behalf of the Washington City Council, do hereby resolve that:

1. The State of North Carolina should establish an independent redistricting process that ensures diversity, partisan balance and geography, for all future redistricting.

ADOPTED this the 14th day of September, 2015

Jay MacDonald Hodges,
Mayor, City of Washington

ATTEST:

Cynthia Bennett,
City Clerk

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End Gerrymandering Now

North Carolina needs redistricting that makes every vote count.

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Our Plan

Our Proposed Nonpartisan Redistricting Model

How it works

- Non partisan staff draws maps

District boundaries are drawn without regard for the best interests of voters, and American democracy is suffering. It's time to end gerrymandering.

Gerrymandering the Movie:

Gerrymandering 101



WHY YOU SHOULD CARE

Every ten years, following the national Census, city council, state legislature and congressional district boundaries must be redrawn to reflect the nation's growing and shifting population. Do you know who draws the lines of your district and how this will affect your next election, the school system your children belong to, or the interests of the community you live in? Do you know what options you have under the current rules – and how to change them?

Much of the work of redistricting takes place behind closed doors. Legislators and political consultants decide which streets or neighborhoods are in or out, specialists make the maps, and the public has little opportunity to weigh in. Districts are often crafted for political gain – a practice known as gerrymandering.

We believe that this should change – that the process should be more transparent and that the web enables us all to be more involved. Armed with knowledge and the right tools, you should have a chance to redraw the map on redistricting and to end gerrymandering.

ABOUT US

EndGerrymandering.com is a collaboration between five groups who launched the site to coincide with the premiere of the new documentary film GERRYMANDERING

(<http://www.gerrymanderingmovie.com/>) by filmmaker Jeff Reichert.

Committed to transforming the redistricting process by making it

more transparent and collaborative, these five groups decided that September 14, 2012, there was a real opportunity to provide the public with a forum where

WHAT'S NEW IN REDISTRICTING REFORM

The Brennan Center for Justice on how redistricting affected the government shutdown: "**Seven Things to Know About Redistricting**" (<http://www.brennancenter.org/analysis/7-things-know-about-redistricting>)

FairVote's preliminary edition of **Monopoly Politics 2014** was featured on MSNBC (<http://www.msnbc.com/the-daily-rundown/few-house-seats-grabs-2014>). The final version of the **Monopoly Politics 2014** (<http://www.fairvote.org/monopoly-politics-2014-and-the-fair-voting-solution#.UoKWZvnXTiI>) is now released and covers how safe most incumbents are in their districts. It also has developed a fair representation voting plan for the entire United States Congress, viewable in an interactive map (<http://www.fairvote.org/fair-voting-solution>) and described state-by-state in the **Fair Voting 2012** (<http://www.fairvote.org/fair-voting-2012>) report. The plan combines existing congressional districts into larger "super districts" drawn by commissions that each elect multiple representatives using candidate-based forms of proportional representation such as ranked choice voting.

Justin Levitt's All About Redistricting

(<http://redistricting.ils.edu/>) site as the best place to track litigation and legislative action involving redistricting.

RESOURCES

Gerrymandering (<http://www.hulu.com/watch/255611>)– A documentary film by Jeff Reichert

Brennan Center for Justice on Redistricting

(<http://www.brennancenter.org/content/section/category/redistricting/>)

the Brennan Center's complete resources on the 2011-2012

redistricting process, its effects, and options for reform

ideas, opinions, and resources could be exchanged in order to foster and encourage the movement to end the practice of gerrymandering.

It is our hope that this site will develop into a vehicle to promote social networking and activism that revolve around the fight against gerrymandering nationwide and advocate in favor of a more citizen-oriented and transparent redistricting process. While there are many similar efforts focused on change in individual states, this site is intended to have a national scope and will eventually provide the following interactive features:

- Online collaborative drawing tools
- Ability to exchange and comment on redistricting plans
- Online forum
- Tools to contact and lobby elected officials at a local, state and federal level
- Ability to upload and link to videos of hearings on redistricting
- Tools to evaluate the impact of alternative plans and voting systems designed to increase voter power

The Fair Voting Solution (<http://www.fairvote.org/fair-voting-solution>) for U.S. House Elections

(<http://www.fairvote.org/fair-voting-solution>) - FairVote's interactive map illustrating its complete fair representation voting plan for the U.S. House. Fair voting involves the use of multi-member districts and proportional, candidate-based voting methods.

Michael McDonald US Elections Project

(<http://elections.gmu.edu/Redistricting.html>) - An effort by Professor Michael McDonald to increase transparency and public participation in redistricting by providing the tools to draw legal redistricting plans

Redrawing the Map on Redistricting 2010

(<http://www.redistrictingthenation.com/whitepaper.aspx>) - A white paper by Azavea on district compactness after the latest round of redistricting

Redistricting the Nation

(<http://www.redistrictingthenation.com/>) - Look up your address and see how your district's compactness compares to other local, state and federal districts

The Redistricting Game (<http://www.redistrictinggame.org/>) -

A redistricting simulation by the USC Annenberg Center designed to educate citizens on the factors that must be considered in drawing district lines

All About Redistricting (<http://redistricting.ils.edu/>) -

Professor Justin Levitt's guide to how electoral lines are drawn

TAKE ACTION

- Support **H.R. 278** (<http://thomas.loc.gov/cgi-bin/bdquery/z?d113:HR00278:@@K|/home/LegislativeData.php?n=BSS;c=113> |), sponsored by Congressman Steve Cohen
- Learn more about what you can do to **affect redistricting in your community** (<http://www.brennancenter.org/issues/redistricting>)
- **Support fair representation voting for Congress** (http://www.civillabs.com/o/2495/p/dia/action3/common/public/?action_KEY=14532)