



City of  
**Washington**  
NORTH CAROLINA  
Council Agenda  
JUNE 13, 2016  
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from May 23, 2016 (**page 3**)

Approval/Amendments to Agenda

Presentations: \****Terrell Cup Awards***

***Certificate of Achievement for Excellence in Financial Reporting***

I. Consent Agenda:

A. Approve – Way Finding Capital Project Ordinance Amendment (**page 16**)

B. Approve – Recreation Concession Budget Ordinance Amendment (**page 18**)

C. Accept/Adopt – Edge Technology Grant and **Adopt** Budget Ordinance Amendment (**page 20**)

II. Comments from the Public:

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

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

V. Scheduled Public Appearances:

A. None

VI. Correspondence and Special Reports:

A. Memo – Waterfront Docking Agreements – Leases (**page 22**)

B. Memo – Budget Transfer General Fund (**page 44**)

VII. Reports from Boards, Commissions and Committees:

A. None

VIII. Appointments:

A. Appointments to Various Boards, Commissions, and Committees (**page 46**)



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- IX. Old Business:
- A. Approve – Budget Ordinance Amendment & Purchase Order – 2016 Smeal Fire Engine (**page 104**)
  - B. Adopt – Resolution authorizing the Mayor to accept the loan assistance from Clean State Revolving Fund Program (**page 107**)
  - C. Approve – Grimesland Project Engineer purchase order to Booth & Associates, Inc. (**page 110**)
- X. New Business:
- A. None
- XI. Any other items from City Manager:
- A. Discussion – July 2016 meeting schedule
  - B. Discussion – Waive Impact Fees for 6 months (**page 112**)
  - C. Discussion – Bug House Park improvements
  - D. Discussion – Pay and Classification Study
- XII. Any other business from the Mayor or other Members of Council:
- XIII. Closed Session: Under NCGS § 143-318.11(A)(3) Attorney Client Privilege, (A)(5) Potential Land Acquisition, and (A)(6) Personnel
- XIV. Adjourn – Until Monday, June 27, 2016 at 5:30 pm, in the Council Chambers

The Washington City Council met in a regular session on Monday, May 23, 2016 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Virginia Finnerty, Mayor Pro tem; Doug Mercer, Councilmember; Richard Brooks, Councilmember; Larry Beeman; Councilmember and William Pitt, Councilmember. Also present: Bobby Roberson, City Manager; Franz Holscher, City Attorney and Cynthia S. Bennett, City Clerk.

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

**RECOGNITION:**

**STACY DRAKEFORD – EXECUTIVE FIRE OFFICER PROGRAM CERTIFICATE**

*Mayor Hodges congratulated the Director of Police and Fire Services, Chief Stacy Drakeford, who recently graduated from the Executive Fire Officer Program. This four-year comprehensive curriculum provides senior fire officers with a broad perspective on various facets of fire and emergency services administration. The courses and accompanying research examine how to exercise leadership when dealing with difficult or unique problems within communities.*

*“On behalf of myself and the City Council I want to extend our sincere congratulations and appreciation to Stacy for the outstanding accomplishment.”*



**APPROVAL OF MINUTES:**

By motion of Councilmember Mercer, seconded by Councilmember Beeman, Council approved the minutes of April 27<sup>th</sup> & May 9<sup>th</sup>, 2016 as presented.

**APPROVAL/AMENDMENTS TO AGENDA**

Mayor Hodges reviewed the requested amendments to the agenda:

- Remove Consent Item B: Approve - Purchase order to Booth & Associates for Grimesland Road Engineering Project
- Remove Consent Item C: Approve –Purchase order to B.E. Singleton & Sons for Storm Water Drainage

By motion of Councilmember Mercer, seconded by Councilmember Beeman, Council approved the agenda as amended.

**CONSENT AGENDA:**

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

- A. Authorize – Police and Fire Services to apply for the Walmart Grant
- B. *Item removed from agenda:* Approve – Purchase Order to Booth & Associates for Grimesland Road Engineering Project
- C. *Item removed agenda:* Approve – Purchase Order to B. E. Singleton & Sons for Storm Water Drainage Improvements

**COMMENTS FROM THE PUBLIC:** None

**CORRESPONDENCE AND SPECIAL REPORTS:  
DISCUSSION – GRANT UPDATES (accepted as presented)**

Grant Executive Summary as of 5/17/2016

Active	Grant Description	Dates		Financials				Deliverable			Notes	
		Award	Expiration	Budget	Actual	Budget	Actual	Metric	Total	Achieved		Est.
51	Trillium Health Play Together	09/18/15	06/30/16	284,156	122,583	284,156	119,971					In progress, complete June 30th
53	Downtown Development			85,500	51,000	85,500	57,876					No more work planned
54	Hotel Project NLP, Rural EIP	08/20/15	08/20/17	206,400	106,400	206,400	550	Jobs/Investment	20	0	20	Contract awarded
55	ISW/Impressions MC One Grant	09/30/13	09/30/16	300,000	-	350,000	-	Jobs/Investment	160	0	160	Jobs awarded but not since award date
58	RZDB- Storm Water Project			5,012,039	5,012,081	5,012,039	4,854,815					Engineering analyses, Permits & assessments being acquired.
59	ISD Building Renov	12/18/14	12/18/16	512,500	-4,000	512,500	2,900	Jobs/Investment	50	39	11	1 year construction cessation granted
62	Pedestrian Plan Grant	06/10/13	09/30/13	10,000	10,000	10,000	-					Plan to be presented to RAC in May, Planning Board June, Council July
64	Police Station CPF			1,035,000	1,032,017	1,000,000	167,108					Negotiate property purchase
65	Software Capital Project Fund			150,000	150,000	150,000	-					Vendor selection in May
66	Airport Terminal Grant	04/04/13	07/01/15	1,255,677	1,255,677	1,254,488	1,225,675					Close grant
67	Facade Grant Program	07/01/15	06/30/16	26,000	20,014	26,000	18,284					In progress
69	Way Finding			150,000	150,700	150,000	20,813					Revisit with Council
71	Airport Landings Rehab			480,121	455,791	460,271	434,055					Close grant
72	Municipal Pier Access Grant	07/01/14	11/30/15	135,000	135,000	135,000	135,000					Close grant
74	Sewer (sl) rehab/CWSRF	06/03/15		2,000,000	-	2,000,000	131,496					Preliminary engineering underway, Phase 1 complete
76	EDA Water Projects	09/11/13	03/11/17	1,428,262	1,057,064	1,428,262	1,064,983					Close grant
77	EDA Sewer Grants	09/11/13	03/11/17	1,423,894	1,208,477	1,423,894	916,421					Close grant
	CDBG Kingsville Rd.	2005	6/4/2013	320,000	320,000	320,000	320,000					Lot 3 LMI qualified

Applications/Awards	Pre-App	Selected	Grant	Match	Total	Notes
Recreation Trails Program	7/14/15		15,500	6,500	25,000	Partnered with Sound Rivers
FEMA- Radios	1/12/16		52,981	2,519	55,000	
NC GCC- Communication System	1/12/16		25,000	0	25,000	Police internal communication system

**DISCUSSION – PROJECT UPDATES (accepted as presented)**

Capital Project Status FY 2015/2016

5/18/2016

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
<b>General Fund:</b>								
Purchasing	18-00-4133-7400	Parking lot 1/3	30,084	30,084	0	0	Complete	
		Lighting	22,530	21,298	0	11,132	Complete	
IT	18-00-4133-7400	Network switches	12,965	11,833	0	473	Complete	
		SAN upgrade	30,000	0	30,000	0	In progress	
Police	66-60-4930-4310	Vehicles #135,142,160,8164	142,000	69,690	71,005	7,315	Two received, balance on order	
Fire	10-10-4843-7400	Defibrillator	30,000	28,811	0	1,089	Complete	
	86-40-4890-4340	Fire Engine 1	450,845	450,842	0	3	Complete	
	86-40-4990-4341	EMS truck 1	153,495	153,491	0	4	Complete	
Code Enforcement	66-60-4930-4330	Vehicle #121	23,180	23,180			1	Complete
Street Maintenance	86-40-4930-4530	Dump truck #453	67,470	67,088	0	382	Complete	
Rec. Administration	18-40-6123-7400	Bobby Andrew Roof	84,465	84,464	0	1	Complete	
Senior Center	18-40-6123-7400	HVAC	5,900	5,891	0	6	Complete	
Rec. Maintenance	18-40-6130-7400	Greashopper mower	11,000	11,000	0	0	Complete	
		Ballfield rake	15,000	12,983	0	17	Complete	
<b>Total General Fund</b>			<b>1,066,385</b>	<b>864,867</b>	<b>101,005</b>	<b>30,423</b>		
<b>Water:</b>								
Miscellaneous	30-90-6610-7400	Network switches	12,305	11,683	0	623	Complete	
	30-90-6610-7400	GIS 1/2	12,100	8,250	3,650	0	In progress	
Treatment	30-90-6180-7400	Vehicle #660	28,850	28,848	0	2	Complete	
Maintenance	30-90-6140-7400	Vehicle #618	24,000	24,649	0	(649)	Complete	
<b>Total Water Fund</b>			<b>77,255</b>	<b>75,430</b>	<b>3,650</b>	<b>(649)</b>		
<b>Sewer:</b>								
Miscellaneous	32-90-6610-7400	Network switches	12,305	11,683	113	910	Complete	
	32-90-6610-7400	GIS 1/2	12,100	8,250	3,650	0	In progress	
Treatment	32-90-6230-7400	Vehicle #651	25,000	25,249	0	751	Complete	
	32-90-6230-7400	Video surveillance system	25,000	14,178	0	10,823	Complete	
LRT Stations	32-90-6230-7400	Springs Rd panel A & B	40,000	15,994	23,991	15	Complete June 1st	
<b>Total Sewer Fund</b>			<b>114,405</b>	<b>75,355</b>	<b>27,641</b>	<b>12,089</b>		

Capital Project Status FY 2015/2016		5/18/2016							
Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes	
<b>Storm Water:</b>									
<b>Electric Director</b>	34-90-5710-7400	Drainage Improvements	150,000	35,695	17,695	96,610		Essentials & permits being acquired	
	35-90-6510-7400	Network switches	13,906	11,683	113	510	Complete		
<b>Electric Meter Service</b>	35-90-7250-1500	Parking lot 1/3	30,084	30,084	0	0	Complete		
	35-90-7250-7400	Meters	50,000				Complete		
		2015 PO's	19,855				Complete		
		Vehicle #655	25,000				Complete		
		Total Electric Meter Sec.	124,939	89,800	2,316	3,729			
<b>Substation Maint.</b>	35-90-8370-7400	Distribution reclosers	20,000				Complete		
		Capacitors	8,000				Complete		
		Statesboro subst./recloser	20,000				Complete		
		Forest Hills substation	42,760				Complete		
		Wash sub circuit outfit	262,436				In progress, complete June 30th		
		Wash sub #3 breaker	50,000				Complete		
		Total Substation	403,216	379,134	27,086	(3,013)			
<b>Power Line Maintenance</b>	35-90-8380-1500	Parking lot 1/3	30,083	30,083	0	0	Complete		
<b>Power Line Construction</b>	35-90-8390-7400	Vehicle UTV	15,000				Complete		
		2015 PO's	260,045				Complete		
		NC 32 Reconductoring	230,000				In progress, complete June 30th		
		Grimesland Rd. Feeder	310,000				Engineering compl. bid specs being developed		
		Vehicle #654	35,000				Complete		
		Excavator #630	50,000				Complete		
		2nd/3rd St. circuit rebuild	323,788				Complete		
		Vehicle #620	72,500				In progress, complete June 30th		
			Total Power Line Construct	1,406,333	681,184	349,608	374,541	On order	
			Total Electric Fund	3,875,877	1,180,884	378,332	875,777		
	<b>Cemetery Fund</b>	35-90-4760-7800	Vehicle #610	20,000	18,762	0	1,238	Complete	
			Zero turn mower	6,800	6,500	0	300	Complete	
		Total Cemetery	26,800	25,262	0	1,538			
<b>Grand Total</b>		<b>Grand Total</b>	<b>3,612,826</b>	<b>2,346,452</b>	<b>325,886</b>	<b>506,481</b>			

**MEMO – EDGE TECHNOLOGY GRANT (accepted as presented)**

The State Library of North Carolina has offered LSTA funding, provided through de-obligated 2015-2016 funds that must be spent by July 31, 2016. Brown Library applied for the EZ Edge Technology Grant in the amount of \$5,000. There is no required match. The Edge initiative helps libraries assess their operations and plan for the future with the vision that "all people have the opportunity to improve their lives through technology services available in public libraries. The State Library of North Carolina will offer a pilot reimbursement program with LSTA funds to assist public libraries that have identified areas of improvement using the Edge assessment and have developed an Action Plan based on that assessment. Libraries are eligible for reimbursement of \$1,000 to \$5,000 for the purchase of equipment and supplies that support the improvement of public access technology identified by the Edge assessment. Funds will be awarded on a first-come/first-served basis.

Libraries were to submit an online application to the State Library by May 5, 2016. Items eligible for purchase are computer hardware such as monitors and laptops, software, servers or routers, printers, assistive equipment, presentation and multimedia equipment, computer furniture, and computer supplies related to the equipment purchase.

**MEMO – TERRELL RECIPIENTS FOR 2016 (accepted as presented)**

Scott Campbell of Century 21 has graciously sponsored this event so that each winner received pewter cups for their hard work. The Rena K. Terrell award is a public trust honor designed to celebrate those active in historic preservation. Mrs. Rena K. Terrell, the award's namesake, was one of the area's most active historic preservation promoters. She was a founding member of the Historic Preservation Commission, a member of the Historic Preservation Foundation of North Carolina, the National Trust for Historic Preservation, and the City's official representative on the Board of Directors of the Historic Albemarle Tour. These awards are made in Rena's memory since she was devoted to preserving our historic resources and assets.

2016 held four recognizing categories:

**Commercial Property:** Joe Taylor at Morris Insurance Company.

**Good Neighbor:** The Washington Waterfront Underground Railroad Museum

**Residential Property:** Ambrose and Diane Lewis

**Stewardship:** Frank and Alice Stallings

A presentation will be held before City Council June 13<sup>th</sup>, 2016 to recognize the recipients of this prestigious award.

**MEMO – CONTRACTS FOR WATER TREATMENT CHEMICALS (accepted as presented)**

Adam Waters explained the chemicals are bid on a two year cycle. The listed amount is the one year price.

**BID TABULATION**

Bid for: Water Treatment Chemicals  
 Opened: 2:00 PM, Wednesday  
 April 20, 2016

Item	Chemical	C & S Chemical	Univar	Shannon Chem.	Brenntag	Carrus Corp.	Suffolk Sales
1	Potassium Permanganate		2.16/lb.	1.83/lb.	no quote	no quote	
2	Sodium Chloride						
3	Hydrofluosilicic Acid		.243/lb.	.377/lb.			
4	Anhydrous Ammonia						.927/lb.
5	Liquid Aluminum Sulfate	375.00/ton	328.00/ton				
6	Sodium Hexametaphosphate		1.075/lb.	.984/lb.			
7	Sodium Bisulfite						
8	Sodium Hypochlorite						

Recommendation: See page 1

Signed: Mike Whaley

This memorandum is to inform Council of contract commitments for water treatment chemical requirements for the City for a period of 2 years from July 1, 2016 through June 30, 2018. Contract awarded as follows:

	<u>Cost per Unit</u>	<u>Estimated Usage</u>	<u>Vendor</u>
			A.
	<u>Shannon Chemical</u>		
	Potassium Permanganate	\$1.83/lb.	\$ 38,430.00
B.	<u>Water Guard</u>		
	Sodium Hypochlorite	\$.98/gal.	\$ 58,800.00
	Sodium Bisulfite	\$ 2.01/gal	\$ 40,200.00
B.	<u>Morton Salt</u>		
	Sodium Chloride	\$130.50/ton	\$221,850.00
C.	<u>Univar</u>		
	Liquid Aluminum Sulfate	\$328.00/ton	\$27,880.00
	Hydroflousilicic Acid	\$.243/lb.	\$ 8,505.00
D.	<u>Sterling Water</u>		
	Sodium Hexametaphosphate	\$ .9698/lb.	\$ 17,456.40
E.	<u>Suffolk Sales</u>		
	Anhydrous Ammonia	\$ .927/lb.	\$ 8,806.50
		<b>TOTAL</b>	<b>\$421,927.90</b>

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

**APPOINTMENTS: NONE**

**OLD BUSINESS:**

**ACCEPT – AQUATIC CENTER - MARKETING**

*BACKGROUND AND FINDINGS: The recommendations by the Pool Committee and Recreation Advisory Committee support the "Save the Pool Campaign" and additional marketing efforts to increase memberships for the aquatic center.*

- \*April 14, 2016 - Unanimously recommended by Pool Committee to pursue "Save the Pool Campaign.*
- \*April 18, 2016 - Unanimously recommended by the Recreation Advisory Committee to accept recommendation from Pool Committee and pursue "Save the Pool Campaign."*
- \*May 9, 2016- Council voted in favor to support "Save the Pool Campaign."*

Mayor Pro tem Finnerty asked for further explanation on the fundraising efforts. Kristi Roberson explained that several churches as well as Eastern Elementary School had approached the aquatics center requesting the donation of a pool party for inclusion in their silent auctions or raffles. Ms. Roberson said the proposal is to donate six pool parties for up to ten children. This will provide opportunities for children to come to the pool that would ordinarily not have the chance to do so. There will be a charge for any attendees above the allotted number of guests included in the party – each party includes 10 attendees. Ms. Roberson noted the tile project could accommodate up to 300 tiles and generate \$15,000 in revenue. Ms. Roberson reviewed the possibility of corporate memberships and noted we currently have two corporate members: Gators Swim Club and the Washington Housing Authority.

Councilmember Mercer said that the suggested fundraising efforts will not come anywhere near the needed \$150,000. Ms. Roberson agreed, but noted the suggestions are a starting point for the committee and they will continue to work on additional ideas as well as focusing on corporate support.

The City Manager agreed with Councilmember Mercer, but stated the committee has to start somewhere and this is their first step.

Councilmember Pitt inquired about the number of participants in attendance at the event last Saturday. Ms. Roberson answered, 150+ participants.

Councilmember Brooks noted that Ms. Roberson has been given a chance to raise funds and continued by saying the committee has to start somewhere and we encourage you to push forward.

By motion of Councilmember Mercer, seconded by Councilmember Brooks, Council accepted the marketing plan as presented. {Recommendations made by the Pool Committee and the Recreation Advisory Committee regarding the "Save the Pool Campaign": (1) Hold an annual membership drive, waiving the \$25 application fee, each June and January (2) Waive the \$25 application fee for any corporation that gives \$1,000.00 or more towards the "Save the Pool Campaign" and joins the pool with a corporate membership (3) Provide 6 pool party rentals, at no cost, for raffles, silent auctions or similar events during each fiscal year (4) Sell decorative tiles for the "Save the Pool Campaign" at a cost of \$100 for 1 tile or \$150 for 2 tiles.}

#### **REQUEST FOR PROPOSALS – WAYFINDING PROJECT**

Chris Furlough came forward and asked Council to authorize the advertising of RFP'S (request for proposals) for the wayfinding project signs. Mr. Furlough discussed the success that could come from the new signage.

Councilmember Mercer said that he disagrees with some of the locations for the placement of the signs. He said the first step should be to get people off of the highway and into the downtown area. One sign is inside the Hwy 17 loop that crosses Hwy 264, this sign should be moved to another location. Once we know what the signs will cost then we can look at their placement.

Mr. Roberson extended a thank you to the Tourism Development Authority for appropriating \$10,000 for the purchase of signs.

By motion of Councilmember Pitt, seconded by Mayor Pro tem Finnerty, Council agreed to proceed with the Request for Proposals on the Wayfinding Project Signs and stipulated that recommendations be brought back to Council for consideration.

#### **PUBLIC HEARING 6:00PM– ZONING:**

#### **ACCEPT & ADOPT – RECOMMENDATION OF THE PLANNING BOARD TO DENY THE REZONING REQUEST OF PROPERTY LOCATED ON RIVER ROAD CONTAINING 2.19 ACRES, FROM R-15-S (RESIDENTIAL) TO B-2 (BUSINESS/COMMERCIAL) AND ADOPT THE RESOLUTION**

Mayor Hodges opened the public hearing. John Rodman, Community & Cultural Services Director explained that a request has been made by Donald Ayers to rezone a 2.19 acre parcel of land on the north side of River Road, between Pamlico Drive and Magnolia Drive, just east of Washington. The property is identified by the Beaufort County Tax Office as parcel # 5695-03-6479 and is currently zoned R15-S (Residential). The proposed zoning requested is for B-2 (Business/Commercial). The Rezoning request is not consistent with the Comprehensive Land Use Plan and the Future Land Use

Map. The Planning Board voted unanimously to recommend to City Council to deny the rezoning request.

Councilmember Brooks asked if the residents can petition to keep this a residential area. Mr. Rodman said that if the rezoning request isn't granted, the property zoning will not change and it will remain residential.

Mayor Hodges called for comments from public.

Donald Ayers came forward and said the property has been zoned commercial since 1955 with Pamlico Village covenants. He is willing to sell it to Pamlico Village. It has been in his family for 36 years and he has been paying commercial taxes on it.

John Rodman explained there are some covenants that go along with Pamlico Village that allows the parcel to be commercial, but the city has it zoned residential.

Discussion continued regarding the covenants placed on the property by Pamlico Village. Mr. Rodman reminded Council that they can't look at the subdivisions restrictive covenants, they have to look at the request based on the Zoning Ordinance and Land Use Plan.

Jeff Daily – 302 Magnolia (Pamlico Village) said the covenants say "may be commercial" it is a residential property and the neighborhood is opposed to the commercial zoning.

Stan Edwards – 107 Camellia Way (Pamlico Village) said his property is adjacent to the property in question. The City has it zoned residential. Eighteen people signed petitions opposing the rezoning request as it would reduce property values.

Sharon Jakowski - 205 Canterbury (Pamlico Village) said she is concerned for safety if the property is rezoned commercial

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

By motion of Councilmember Mercer, seconded by Councilmember Brooks, Council accepted the recommendation of the Planning Board to deny the rezoning request of the property located on River Road containing 2.19 acres, from R-15-S (Residential) to B-2 (Business/Commercial) and adopted the associated resolution.

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

WHEREAS, The City of Washington received a request to rezone property from R 15-S (Residential) to B-2 (Business/Commercial) specifically identified as Beaufort County Tax Parcel 5695-03-6479;

WHEREAS, effective January 1, 2006, North Carolina General Statute 160A-383 requires that "prior to adopting or rejecting any zoning amendment" each local governing board "shall adopt a statement

describing whether its action is consistent with an adopted comprehensive land use plan and explaining why the board considers the action taken to be reasonable and in the public interest";

WHEREAS, this zoning request was duly advertised and was the subject of a public hearing by the Council of the City of Washington on May 23, 2016;

WHEREAS, the Council for the City of Washington has considered the application to amend the Zoning Map and finds that the amendment is not warranted, in order to achieve the purposes of the Comprehensive Land Use Plan and the Future Land Use Map;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina that, the Plan Consistency Review Statement presented by the Planning Board be adopted and as a result, the adoption of the proposed rezoning of the subject parcel be denied.

Adopted this 23rd day of May 2016.

**ATTEST:**

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

**s/Mac Hodges**  
**Mayor**

*RECESS*

**PUBLIC HEARING 6:00PM – OTHER:**

**ADOPT/AWARD – ORDINANCE TO CONDEMN AS UNSAFE THE STRUCTURE**

**LOCATED AT 331 WEST 7<sup>TH</sup> STREET AND AWARD THE DEMOLITION CONTRACT**

*BACKGROUND AND FINDINGS: The governing body of the City may adopt and enforce ordinances relating to residential buildings or structures that fail to meet minimum standards of maintenance, sanitation, and safety. The minimum standards address conditions that are dangerous and injurious to public health, safety and welfare and identify circumstances under which a public necessity exists for the repair, closing or demolition of such buildings or structures. If after a notice and hearing the Code Official determines that the property has not been properly maintained and failed to meet minimum standards an order is issued to require the owner to demolish and remove the building or structure.*

*Complaint: 1/08/16*

*Notice of Hearing: 1/08/16*

*Hearing: 1/22/16*

*Order to Correct: 1/22/16*

*Time expired: 3/23/16*

*Notice of Council hearing: 5/16/16*

***BIDS:***

*Dudley Landscaping \$6,400*

*Armstrong Incorporated \$11,500*

*Taylor's Hauling & Grading \$14,900*

Mayor Hodges opened the public hearing. John Rodman explained this property was scheduled for demolition four years ago, but was postponed due to demolition cost being \$28,000. The rules have

changed since that time regarding asbestos materials and residential structures. Now you are not required to remove the asbestos and separate it from the other material. This change reduced the demolition price from \$28,000 to \$6,400.

Mayor Hodges called for comments from the public at this time.

Dot Moate asked if it would be possible for the fire department to use this property for training (live burn). Chief Rose said the property is too close to other structures and has asbestos shingles, so they can't burn it.

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

By motion of Councilmember Pitt, seconded by Councilmember Beeman, Council adopted the ordinance condemning the structure located at 331 West 7<sup>th</sup> Street as unsafe and demolish and remove the structure.

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council awarded the demolition contract to the lowest responsible bidder, Dudley Landscaping, in the amount of \$6,400.

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

WHEREAS, the City Council of the City of Washington finds that the structure having an address of 331 West 7<sup>th</sup> Street, Washington, North Carolina and being owned by the Unknown Heirs of Daniel Dorsey and Ms. Dorothy Dorsey is condemned as, among other things, unsafe pursuant to North Carolina General Statute § 160A-426 and that all applicable statutory provisions have been complied with as a condition of the adoption of this Ordinance.

WHEREAS, the structure located on said property should be demolished and removed as directed by the Senior Building Official for, among other things, the reasons stated by the Senior Building Official in his January 22, 2016 Order to Remedy Defective Condition and Findings of Fact that was served on the property owner(s).

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

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

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

Section 1. The Senior Building Official is hereby authorized and directed to proceed to demolish and remove the above described structure located at 331 West 7th Street in accordance with applicable provisions of the City Code and North Carolina General Statute § 160A-426 *et seq.*

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

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

This Ordinance shall become effective on this date of adoption May 23, 2016.

**ATTEST:**

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

**s/Mac Hodges**  
**Mayor**

**SCHEDULED PUBLIC APPEARANCES: NONE**

**ADOPT – BUDGET ORDINANCE FOR FISCAL YEAR 2017, SET AD VALOREM TAX RATE AND USER FEE SCHEDULE**

Councilmember Mercer stated that Council went through several budget work sessions where he submitted reductions that would eliminate the need for the tax increase. He continued by saying he is opposed to putting the restroom on school property for Beebe Memorial Park. He also discussed sidewalks at the sports complex. He addressed the need to move the electrical panels at Festival Park as he is opposed to leaving them in the current location. He discussed the ground lease at the airport with SunEnergy and proposed including \$40,000 in the budget in order to install a sewer system that was a request of SunEnergy.

Councilmember Brooks said he previously asked about his wife being able to go on Council related trips with him and felt the City should pay for the expense associated with her attendance. He also said that City Council and County Commissioners should be working together. He spoke regarding building the bathroom facility on county property and noted this was the recommendation of the committee. He addressed line items referring to “professional services” and “legal service” and inquired why this was such a high amount. We need to cap our legal expenses. He questioned the line item “hotel project” and the “development fee: downtown – committee of 100 funds” and “stormwater fees”.

Councilmember Pitt said we seem to have interest in responding to our citizen’s needs – not based upon the budget. If the funds aren’t appropriated in the budget then we shouldn’t do anything that is not currently appropriated in the budget.

Mayor Pro tem Finnerty said she would like to revisit the façade grant program. It wasn’t used very much because it wasn’t promoted enough.

The City Manager responded to the questions presented by Council regarding the SunEnergy lease and Councilmember Mercer’s proposal to include \$40,000 in the budget to pay for the sewer improvements. Councilmember Mercer said the City should pay for sewer in order to get SunEnergy to build a hangar. Councilmember Beeman discussed the specifics of the lease regarding up-keep of the hangar. Mr. Roberson explained SunEnergy has shown no additional interest in building a hangar. No motion was made to include this item in the budget.

Mr. Roberson said the estimated cost to move the electrical panels at Festival Park is \$45,000. Mayor Hodges suggested landscaping to disguise the panels. No motion was made to include this item in the budget.

Mr. Roberson discussed the electrical distribution projects. Jeff Clark explained the projects are necessary as they tie our system together by building loops in the system. He can provide materials cost to Council. Councilmember Mercer said the Electric Advisory Committee should make recommendations of where tie lines should go. Susan Zachary said the Electric Advisory Committee hasn't had a quorum in months so they can't decide anything. Mr. Roberson said Mr. Clark's crew can design the project instead of spending money on an engineer to do it and Nicholas McKinley (P.E. from Electric Advisory Committee) has volunteered to review and place his engineering stamp on the project.

A motion was made by Councilmember Mercer to place the \$110,000 back in the budget as engineering projects to Booth & Associates. Motion dies for lack of a second.

By motion of Councilmember Beeman, seconded by Mayor Pro tem Finnerty, Council voted to leave the \$110,000 in the budget with Mr. Clark and his crew doing the engineering. {Bring back cost of materials and labor for the entire project.}

Mr. Roberson addressed the overage in the Electric Budget. Mr. Rauschenbach said part of the overage was because the transfer to the General Fund went up by \$250,000; transfer to Cemetery Fund was \$80,000; payment of \$110,000 to Economic Development Fund. The projections were based on the last twelve months of electric purchases.

Mr. Roberson discussed the bathroom facility for Beebe Park. The committee didn't want bathrooms located near the graves, their plans show the bathrooms located on the school board property. Councilmember Brooks stated the neighborhood wants the bathroom facility on the corner lot (owned by school board) and we have permission from the school board to put the bathrooms on their property. The park committee unanimously agreed to leave the bathroom facilities as shown on the plan (on the school board property).

Mr. Roberson addressed the questions asked by Councilmember Brooks regarding legal fees and professional services. He noted that the legal fees have been reduced in the proposed budget. Professional service expenses are for engineering, architects, facilitators, etc.

Mr. Roberson stated that we are not spending any money on the downtown hotel project in the new budget.

Councilmember Brooks asked a question about the line item for emergency repairs - \$90,000. Mr. Rauschenbach explained this money is in contingency for funding for emergency repairs. This would have to be appropriated out of contingency before it can be spent.

Councilmember Brooks inquired about development fees of \$25,000 for the Committee of 100. Mr. Roberson explained that we borrowed \$25,000 from the Committee of 100 – we have to turn in the

report to Committee of 100 and we hope to use the Fairfield Inn hotel for jobs to qualify for the \$25,000. Mr. Rauschenbach noted this is a capital project fund and no money will be spent next fiscal year, the numbers are basically for reporting purposes in budget.

Councilmember Beeman stated he had no further questions related to the budget.

Mayor Pro tem Finnerty asked to revisit the façade grant program. Mr. Roberson explained that we've had more than one applicant to repeatedly use the program. He wants to design a program for first time business owners in the downtown district. Mayor Pro tem Finnerty said there should be a time limit established before a previous recipient can apply again for funding. She further stated that people just don't know about the program. Mr. Roberson suggested taking a year off from funding the façade grant program and then bring back a redesigned program that would be more suitable to the central business district. Mr. Roberson also suggested revisiting a municipal service district tax similar to: Goldsboro, New Bern and Salisbury.

Councilmember Brooks said he like the idea of waiting a year on the façade grant funding in order to redesign the program.

By motion of Councilmember Mercer, seconded by Mayor Pro tem Finnerty, Council agreed to place the \$20,000 funding for the façade grant program back in the budget. Motion carried: 3-2 with Councilmember Brooks and Councilmember Beeman opposing.

Councilmember Pitt stated we need to create a dialogue with the Beaufort County Commissioner requesting that they assist with funding for the recreation programs and library. Mr. Roberson explained we are requesting funding from Beaufort County for these programs during their budget workshop on May 24, 2016.

Mr. Roberson explained there is funding under contingency in the general fund to fund the façade grant program without amending the budget as presented tonight.

By motion of Councilmember Pitt, seconded by Councilmember Beeman, Council adopted the Budget Ordinance for Fiscal Year 2017, set the 2016 Advalorem tax rate at \$0.52 per \$100.00 value with \$.01926 designated for the Public Safety Capital Reserve and \$.02 toward the Police Station Capital Project Fund, and set the user fee schedule included in the appendix of the budget. Motion carried 4-1 with Councilmember Mercer opposing.

**(copy attached)**

**NEW BUSINESS: NONE**

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

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

Councilmember Pitt mentioned the following reminders:

- Congressional Candidate Election Day – June 7<sup>th</sup>
- Town Hall Day – June 8<sup>th</sup>

**CLOSED SESSION: UNDER NCGS § 143-318.11 (A)(6) PERSONNEL & (A)(3) ATTORNEY/CLIENT PRIVILEGE**

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council entered into closed session under NCGS § 143-318.11 (A)(6) Personnel and (A)(3) Attorney/Client Privilege at 7:50pm.

By motion of Councilmember Beeman, seconded by Councilmember Brooks, Council agreed to come out of closed session at 8:58pm.

**DISCUSSION: WHDA**

Councilmember Beeman requested that the contact information for WHDA be removed from the City of Washington website (directory). That person is not a city employee and shouldn't be listed on the employee directory. Council was in agreement and the City Clerk will remove the information.

**ADJOURN**

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council adjourned the meeting at 9:10pm until Monday, June 13, 2016 at 5:30pm in the Council Chambers at the Municipal Building.

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

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



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Bobby E. Roberson, City Manager  
**Date:** June 13, 2016  
**Subject:** Approve Way Finding Capital Project Ordinance Amendment  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

### RECOMMENDATION:

I move that City Council approve a Capital Project Ordinance Amendment for the Way Finding Project to include the TDA's contribution for two informational kiosks.

### BACKGROUND AND FINDINGS:

The TDA has offered to pay up to \$10,000 for the purchase and installation of two informational kiosk stations in down town for the way finding project.

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

Currently Budgeted  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Capital Project Ordinance Amendment

City Manager Review: 1826 Concur  Recommend Denial  No Recommendation  
6/17 Date

**AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE FOR  
THE WAY FINDING PROJECT  
CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2015-2016**

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

Section 1. That the Estimated Revenues in the Way Finding Capital Project be increased in the amount of \$10,000 in the account TDA Contribution, account number 69-60-3352-0001

Section 2. That the following accounts be increased or decreased in the Way Finding Capital Project Fund:

69-60-8000-4500	Installation	\$10,000
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 13<sup>th</sup> day of June, 2016.

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

**ATTEST:**

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



**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2015-2016**

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

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

10-00-3991-9910	Fund Balance Appropriated	\$ 3,000
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Section 2. That the following account numbers in the General Fund appropriations budget be increased in the amounts indicated::

10-40-6121-4800	Special Event Concessions	\$ 2,000
10-40-6126-4800	Aquatic Center Concessions	1,000

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

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

Adopted this the 13th day of June, 2016.

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

**ATTEST:**

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



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Sandra Silvey, Library Director  
**Date:** June 13, 2016  
**Subject:** Edge Technology Grant  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that the City Council accept the LSTA EZ Edge Technology Grant and adopt the corresponding budget ordinance amendment.

**BACKGROUND AND FINDINGS:**

The \$4,566.00 no match grant was awarded May 25, 2016.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Budget Ordinance Amendment

City Manager Review: MSL Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation

6/7 Date June 13, 2016  
Page 20 of 113

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2015-2016**

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

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

10-40-3611-3303	EZ Technology Grant	\$ 4,650
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Section 2. That the following account numbers in the General Fund appropriations budget be increased in the amounts indicated::

10-40-6110-4500	Contract Services	\$ 4,650
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 13th day of June, 2016.

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

**ATTEST:**

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

MEMORANDUM

Date: June 6, 2016

To: Mayor and City Council

From: John Rodman, Community and Cultural Services

RE: Waterfront Docking Agreements - Leases

Attached are the proposed Waterfront Docking Agreements for the following entities:

1. Little Washington Sailing School, Inc.
2. NC Estuarium – River Rover
3. Seatow IBX
4. ECU – R/V Riggs

These leases have been updated to reflect new information for each water craft and to reflect the new extension period of every five (5) years. The proposed changes are highlighted in yellow and the removal of information is shown by a strike-thru. The documents are for review only and we hope to have the new agreements approved during the June 27, 2016 Council Meeting.

In the meantime, if you have any questions or concerns or I may assist you in any way please don't hesitate to let me know.

**NORTH CAROLINA  
BEAUFORT COUNTY**

**WATERFRONT DOCKING AGREEMENT**

THIS AGREEMENT, is made and entered as of the **1st day of April January, 2016**, 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 condition contained in Section 1.a. below, Waterfront Docks hereby grants to School and School hereby accepts from Waterfront Docks a license to use **a certain 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 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.

2. **BOAT AND OWNER IDENTIFICATION AND CONTACT INFORMATION.** The boat (hereinafter referred to as "Boat") to be berthed in the Slip is described as follows.

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: 124 S. Market Street, PO Box 1865, Washington, NC			Social Security No.: N/A		
Work Phone: 252-402-7878	Home Phone: 252-945-4030	Emergency Phone: <b>Anne Kumins David Norwood</b> <b>252-833-4333 252-341-7836</b>		Email: <b>kevinclancey@gmail.com</b> <b>david@carolinawind.com</b>	
Insurer: CHUBB Group Insurance Co.			Policy #: 3601-5619 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 Dock. 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.

3. **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 will attach **a two (2)** 20 foot by 40 foot Floating Dock(s) (herein referred to as "Floating Dock(s) ") to **one-half all** of Fixed Dock using mooring lines & pilings. School will attach fixed fenders to the Fixed Dock pilings between said pilings and the Floating Dock(s) to prevent damage to said pilings and Fixed Dock from the Floating Dock(s). School will provide access from Fixed Dock to Floating Dock(s) by installing a ladder (boarding steps) to the Floating Dock that will lead to the Fixed Dock(s). School will utilize said Floating Dock(s) for stowage 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 Dock(s) 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 Dock(s) and Vessels. School shall not be entitled to berth any other boat at the Fixed Dock or Floating Dock(s) 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.

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

4. **TERM.** School may utilize Fixed Dock for a ~~twelve (12) month~~ *five (5) year* term, beginning on the ~~8<sup>th</sup>~~ *1<sup>st</sup>* day of ~~April~~ *January*, 2016 and ending on the ~~7<sup>th</sup>~~ *31<sup>st</sup>* day of ~~March~~ *December*, 2020. 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 Dock(s) and Vessels from Fixed Dock within ten (10) days. Should School fail to relocate Floating Dock(s) and Vessels within the time allowed, Waterfront Docks shall have the right to relocate the Floating Dock(s) 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.

5. **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 Dock(s) 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 Washington Docks in as good condition as when received by School from Washington 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.

6. **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 Dock(s), Vessels, chase boats and their respective contents at all times.

7. **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 Dock(s) 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 Dock(s) or Vessels at any time for any reason.

8. **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 Dock(s) or Vessels or take any action to protect the Floating Dock(s) or Vessels, which action is hereby approved and authorized by School, including but not limited to relocating the Floating Dock(s) 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.

9. **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.

10. **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.

11. **INSURANCE.** School shall, throughout the term of this Agreement and any renewal thereof, at its own expense, keep and maintain in full force and affect 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 cancelation 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.

12. **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.

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

14. **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 Dock(s) 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 Dock(s) and Vessels. The term "Fixed Dock" as used herein shall also apply to the location or dock to which the Floating Dock(s) and Vessels are permanently reassigned or temporarily relocated as provided for hereinabove.

15. **SECURING THE FLOATING DOCK(S), GANGWAY AND VESSELS.** The Floating Dock(s) and gangway 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 Dock(s), gangway or Vessels, Waterfront Docks is entitled to reimbursement and indemnity as more specifically provided for in the attached Rules.

16. **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.

17. **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 Dock 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, Floating Dock(s), gangway 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 Dock(s) without advance permission from Waterfront Docks.

18. **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.

19. **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.

20. **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.

21. **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 official s, in both their individual and official capacities, agents, representatives, contractors, attorneys, insureds, successors, and assigns, and each of them, respectively, of and from a1l 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.

22. **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.

23. **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.

24. **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.

25. **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: \_\_\_\_\_

**NORTH CAROLINA  
BEAUFORT COUNTY**

**WATERFRONT DOCKING AGREEMENT**

THIS AGREEMENT, is made and entered into as of the ~~20<sup>th</sup> day of December, 2013~~ **1<sup>st</sup> day of January**, by and between the City of Washington, North Carolina (hereinafter may be referred to as "Waterfront Docks") and the Partnership for the Sounds, Inc. d/b/a the North Carolina Estuarium (hereinafter may be referred to as "Boat Owner"). For and in consideration of \$1.00, the mutual covenants contained herein as well as valuable consideration paid and to be paid, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Waterfront Docks and Boat Owner agree as follows.

1. **GRANT OF LICENSE.** Waterfront Docks hereby grants to Boat Owner and Boat Owner hereby accepts from Waterfront Docks a license to use a certain portion of Waterfront Docks' piers known to Waterfront Docks as West Estuarium Dock (hereinafter referred to as "Slip") subject to the terms and conditions set forth herein. It is agreed between the parties that this license is personal to Boat Owner and shall not inure to the successors or assigns of Boat Owner. Boat Owner 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 Boat Owner's exercise or use hereunder of the same and Waterfront Docks conveys no interest in property, including but not limited to Slip, dock, or pier, to Boat Owner by this Agreement.
2. **BOAT AND OWNER IDENTIFICATION.** The boat (hereinafter referred to as "River Rover or Boat") to be berthed in the Slip is described as follows.

Name of Boat: River Rover		Make: Godfrey		Model: 2586RE SW		
Year: 2006	Registration/Documentation #: NC-7322 DD Hull ID – GDY5177WD606			Length: 25'	Beam: 8'	Draft: 1'
Owner's Address: 223 E. Water Street, Washington, NC				Social Security No.: N/A		
Work Phone: 252-948- 0000	Home Phone: 252-947- 2526	Emergency Phone: 252-946- 8610		Email: tmstroud@embarqmail.com		
Insurer: NC Association of County Commissions Liability and Property Pool			Policy #: LP-PA-467-10	Insurer's Phone: 919-719- 1170		

The information provided above is true and accurate. Boat Owner agrees that, if any of the above information subsequently changes, Boat Owner will provide updated information to Waterfront Docks within fourteen (14) days of such change.

3. **RENTAL/TERMINATION/LATE CHARGES.** In recognition of the obvious and immeasurable benefits to the City of Washington, its citizens, and the public at large that will result from the location and operation of the River Rover on the City of Washington waterfront, including but not limited to the opportunity to give tours of the Pamlico and Tar Rivers to patrons of the North Carolina Estuarium, rental in the amount of ~~\$260.00~~ **\$182.00** per month shall be waived and Boat Owner shall be entitled to utilize the license granted ~~herein beginning the 20<sup>th</sup> day of December, 2013 and ending on the 19<sup>th</sup> day of December, 2014~~ **for a five (5) year term, beginning on the 1st day of January, 2016 and ending on the 31<sup>st</sup> day of December, 2020.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days notice to the other party. Upon expiration or earlier termination of this Agreement, Boat Owner shall remove the Boat from the Slip within ten (10) days. Should Boat Owner fail to remove the Boat within the time allowed, Waterfront Docks shall have the right to relocate the Boat from the Slip, including but not limited to placing it at anchorage or storing it on land, and receive reimbursement and indemnification from Boat Owner for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (herein referred to as "Rules") \_\_\_\_\_.
- a. **EXTENSION.** Should Boat Owner desire to extend this Agreement beyond the initial ~~one (1)~~ **five (5)** year period; then, in that event, Boat Owner shall notify Waterfront Docks ninety (90) days prior to the end of the initial period. The parties hereby agree that, upon such notice, the parties will enter into good faith negotiations to extend this Agreement. However, Waterfront Docks is under no obligation whatsoever to extend this Agreement ~~beyond the initial one (1) year~~ **for an additional five (5) period.**
4. **CONDITION OF SLIP.** Boat Owner hereby accepts the condition of the Slip and common areas of Waterfront

Docks "AS IS" and Boat Owner acknowledges that Waterfront Docks makes no express or implied warranty as to the condition of the Slip, 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. Boat Owner covenants to satisfy himself that the Slip and berthing space are adequate for the safe berthing of his Boat. Boat Owner shall exercise due caution in occupation of the Slip, shall take good care of the Slip and, at the expiration or earlier termination of this Agreement, shall surrender and deliver the Slip to Washington Docks in as good condition as when received by Boat Owner from Washington Docks, reasonable wear and tear excepted. Waterfront Docks may elect to retain or dispose of, in any manner, Boat Owner's personal property that is not removed from the Slip or waterfront docks by Boat Owner at the expiration or earlier termination of this Agreement. Boat Owner waives all claims against Waterfront Docks for any damage to Boat Owner resulting from Waterfront Docks' removal of Boat Owner's personal property at the expiration or earlier termination of this Agreement. Boat Owner shall be liable to Waterfront Docks for Waterfront Docks' costs for storage, removal, or disposal of Boat Owner's personal property at prevailing rates.

- a. Waterfront Docks, in its discretion, may retain, or require Boat Owner to remove, any alteration, addition, or improvement made by Boat Owner to the Slip 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. Boat Owner shall keep the waterfront area around the Slip 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, Boat Owner retains and has exclusive care, custody, control, and access to the Boat and its contents at all times.

6. **GENERAL RESPONSIBILITIES AND OBLIGATIONS.** Waterfront Docks' employees, in their sole discretion, may make reasonable efforts to contact Boat Owner and notify Boat Owner of dangerous conditions requiring Boat Owner's attention, but Waterfront Docks assumes no responsibility or liability for the same, including but not limited to tending mooring lines or moving boats from berths to which they are or were assigned. Boat Owner further agrees to provide Waterfront Docks a key or combination to his Boat lock, location of motor key and written starting instructions. It is expressly agreed that Waterfront Docks shall not be liable to Boat Owner if for any reason Waterfront Docks fails to move the Boat 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 Boat or take any action to protect the Boat, which action is hereby approved and authorized by Boat Owner, including but not limited to relocating the Boat, installing mooring lines, or pumping the Boat, or similar services, Boat Owner agrees to reimburse and indemnify Waterfront Docks as more specifically provided for in the Rules and to hold Waterfront Docks, its representatives, agents, or contractors harmless for any loss or damage to the Boat as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.

8. **USE OF SLIP.** Boat Owner shall not be entitled to berth any other boat at the Slip other than as identified above without the express written consent of Waterfront Docks. Boat Owner shall not use the Slip as rental property, a dwelling, or for any purpose other than the purposes stated herein without prior written consent of Waterfront Docks. Boat Owner shall have no interest in the Slip 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.

- a. Notwithstanding anything contained herein or in the attached Rules to the contrary, Waterfront Docks hereby authorizes Boat Owner to utilize said Slip to berth and operate the River Rover on the City of Washington waterfront to give tours of the Pamlico and Tar Rivers to patrons of the North Carolina Estuarium. Boat Owner shall perform all such operations and activities associated with its River Rover operations in such a manner that such operations and activities do not interfere with, hinder, or in any way impair the public's use of the waterfront docks or the use of other slips by other boat owners. Boat Owner 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.

9. **HAZARDOUS MATERIALS.** Boat Owner 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. Boat Owner 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 Boat Owner's noncompliance with applicable environmental laws and the terms of this paragraph. Boat Owner 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 Slip 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.

a. **REFUELING.** The Boat may not be refueled and Boat Owner may not refuel any other boat at the waterfront docks without prior consent of Waterfront Docks and approval of the Fire Marshal. Prior to any such refueling, Boat Owner must submit to and receive approval from the City of Washington of a Spill Prevention and Containment Plan.

10. **NO ASSIGNMENT OR SUBLICENSING.** This Agreement is not transferable or assignable and runs to Boat Owner only. Boat Owner may not assign this Agreement or sublicense the Slip. In the event Boat Owner sells or transfers his Boat, Waterfront Docks shall have the right to cancel this Agreement or may transfer the Slip to the new owner, at Waterfront Docks' sole election and discretion. In the event Waterfront Docks chooses to transfer the Slip, the new owner shall be required to execute a new Waterfront Docking Agreement with Waterfront Docks as a prerequisite to such transfer.

11. **INSURANCE.** Boat Owner 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. Statutory workers' compensation insurance or the maritime equivalent in amounts required by law and, unless exempted by applicable law, employer's liability insurance at a minimum of \$500,000.00 for bodily injury by accident each employee and \$500,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 by disease.
- b. Commercial general liability insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1 million per occurrence and \$1 million aggregate.
- c. Protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$1 million.
- d. At the option of Boat Owner, the above limits may be less than stipulated herein so long as Boat Owner obtains and maintains an excess policy providing the additional limits needed. This form of coverage must be approved by Waterfront Docks and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

Each such policy shall list Waterfront Docks as additional insured and provide that it is not subject to cancelation or reduction in coverage except after thirty (30) days following notice to Waterfront Docks. Boat Owner shall deliver to Waterfront Docks certificates of insurance for all insurance policies required hereunder. Boat Owner 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 Boat Owner to expand the form and/or increase the amounts of all such insurance.

12. **WAIVER OF SUBROGATION.** Boat Owner releases and relieves Waterfront Docks and waives Boat Owner'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 Boat Owner might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. Boat Owner 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.

13. **UTILITIES.** The provision of utilities, including water, sewer, and electricity, and associated on-site services, shall be covered under Boat Owner's current arrangement with the City, as the same may be amended or revised by the City.

14. **CHANGES TO COMMON AREA/SLIP ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to Boat Owner, 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 Boat to another slip or location only upon thirty (30) days written notice. In which case, said written notice shall serve as an amendment hereto, but only as to the slip or location 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 Boat Owner, to temporarily relocate the Boat to another location on the waterfront, including another slip, in Waterfront Docks' sole discretion. Boat Owner shall relocate the Boat as and when directed by Waterfront Docks if practical and reasonable. If Boat Owner's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Boat. The term "Slip" as used herein shall also apply to the slip or location to which the Boat is permanently reassigned or temporarily relocated as provided for hereinabove.

15. **SECURING THE BOAT.** The Boat shall be secured in its Slip in a manner acceptable to Waterfront Docks. If Waterfront Docks secures the Boat, Waterfront Docks is entitled to reimbursement and indemnity as more specifically provided for in the attached Rules.

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

17. **RULES AND REGULATIONS.** Boat Owner 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 Boat Owner are the responsibility of the Boat Owner and must comply with the Rules. The current version of said Rules is attached hereto as Exhibit "A" and is incorporated herein by reference. Boat Owner 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 Boat Owner further agrees to comply with such amended Rules. Any amended Rules shall also automatically be incorporated herein. If the Boat Owner or those under the responsibility of Boat Owner 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 Boat, without prejudicing Waterfront Docks' right to damages and any financial obligation of Boat Owner to Waterfront Docks.

18. **DEFAULT.** Boat Owner shall be in default under this Agreement if any of the following occur.

- a. Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for Boat Owner or the business of Boat Owner. In no event shall this Agreement or any rights or privileges hereunder be an asset of Boat Owner under any bankruptcy, insolvency, or reorganization proceedings.
- b. Boat Owner violates any rule or regulation of Waterfront Docks.
- c. Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

19. **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.

20. **REMEDIES.** SHOULD BOAT OWNER 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 BOAT OWNER 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.

21. **INDEMNIFICATION.** Boat Owner does for itself, its officials, agents, successors, representatives, assigns, customers, students, clients, 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 Boat Owner's operation of the Boat, Boat Owner's operations as well as activities and/or Boat Owner's use of the Slip 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 Boat Owner's customers, students, clients, invitees, guests, and/or boarders of the Boat caused by, related to, or arising from Boat Owner's use of the Slip, Boat Owner's contemplated operations as well as activities or this Agreement.

22. **ADHERENCE TO REGULATIONS.** Boat Owner 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 Slip, the waterfront docks, public waters, the Boat, any improvements made by Boat Owner pursuant to advance written consent of Waterfront Docks, and Boat Owner's operation of the Boat, including but not limited to the operations as well as activities contemplated hereby. Boat Owner shall indemnify and hold Waterfront Docks harmless for any and all damage of any kind arising from Boat Owner's failure to comply with the aforementioned rules and regulations, including attorney's fees.

23. **PERSONAL PROPERTY TAXES.** Boat Owner shall pay or discharge prior to delinquency all taxes and other charges assessed against or levied upon its Boat, trade fixtures, equipment, furnishings, and its other personal property located at the Slip.

24. **REPORTING REQUIREMENTS.** Boat Owner shall keep or cause to be kept complete records of its operations and activities that arise 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.

25. **RELATIONSHIP OF PARTIES.** In carrying out the terms and conditions of this Agreement, Boat Owner 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 Boat Owner.

26. **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 duly executed this Agreement this the day and year first above written.

BOAT OWNER

CITY OF WASHINGTON

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

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

Thomas M. Stroud, III, Deputy Director  
Partnership for the Sounds, Inc.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NORTH CAROLINA  
BEAUFORT COUNTY**

**WATERFRONT DOCKING AGREEMENT**

THIS AGREEMENT, is made and entered as of the **1st day of January, 2016**, by and between the City of Washington, North Carolina (hereinafter referred to as "Waterfront Docks") and Inland Enterprises LLC **DBA Seatow IBX** (hereinafter referred to as "Boat Owner"). 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.** Waterfront Docks hereby grants to Boat Owner and Boat Owner hereby accepts from Waterfront Docks a license to use a certain portion of Waterfront Docks' piers known to Waterfront Docks as **Dock B and Slip No. 2 Dock F, Slip No. 1** (hereinafter referred to as "Slip") subject to the terms and conditions set forth herein. It is agreed between the parties that this license is personal to Boat Owner and shall not inure to the successors or assigns of Boat Owner. Boat Owner 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 Boat Owner's exercise or use hereunder of the same and Waterfront Docks conveys no interest in property, including but not limited to Slip, dock, or pier, to Boat Owner by this Agreement.

2. **BOAT AND OWNER IDENTIFICATION AND CONTACT INFORMATION.** The boat (hereinafter referred to as "Boat") to be berthed in the Slip is described as follows.

Name of Boat: <b>Seatow Pamlice IBX</b>		Make: Triumph		Model: Chaos		
Year: 2006	Registration/Documentation #: # NC 6084DF			Length: 21'5"	Beam: 8'	Draft: 12"
Owner's Address: <del>1056 Hubs Rec Rd. Belhaven, NC 27810</del> <b>3383 Possum Hill Road, Bath, NC 27808</b>				Social Security No.: xxx-xx-2783		
Work Phone: 252-964-3171	Home Phone: 252-940-9965	Emergency Phone: 252-940-9965		Email: lwilliams@seatow.com		
Insurer: Copper Insurance Co.			Policy #: HGL 00164201	Insurer's Phone: 252-794-4036		

The information provided above is true and accurate. Boat Owner agrees that, if any of the above information subsequently changes, Boat Owner will provide updated information to Waterfront Docks within fourteen (14) days of such change.

3. **RENTAL/TERMINATION/LATE CHARGES.** ~~The term of this Agreement shall be for five (5) years, beginning on the 1st day of January, 2016, and ending on the 31st day of December, 2020.~~ Boat Owner shall provide Waterfront Docks the services listed in paragraph 3b hereof in lieu of paying Waterfront Docks for the use of the Slip, as provided herein, ~~\$275 \$182 per month, payable in advance, beginning the 1st day of April, 2014, January, 2016 and ending on the 31st day of March, 2015 December, 2020.~~ This Agreement may be terminated by Waterfront Docks, with or without cause, upon thirty (30) days notice to Boat Owner. This Agreement may be terminated by Boat Owner, with or without cause, as long as: a) Boat Owner has complied with and is current on all obligations required of Boat Owner in this Agreement and b) Boat Owner provides thirty (30) days written notice to Waterfront Docks. ~~Payments made by Boat Owner must be received by Waterfront Docks as stated herein at the following address: P.O. Box 1988, Washington, N.C. 27889 or such other place as Waterfront Docks may designate. Should Boat Owner leave or abandon the Slip during the term of this Agreement, Boat Owner shall forfeit any monies paid and not be entitled to any refund from Waterfront Docks. If any rent is not paid within fifteen (15) days of when due, Waterfront Docks shall a) be entitled to assess a late fee of 1.5% of the amount then due and, in addition to the late fee, the amount then due shall bear interest at the rate of 18% per annum or the maximum legal rate, whichever is less, from the date due until the same shall be paid and/or b).~~ **Should Seatow IBX fail to provide the services listed in 3b within the time allowed, Waterfront Docks shall have the right to relocate the Boat from the Slip, including but not limited to placing it at anchorage, and receive reimbursement and indemnification from Boat Owner for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (hereinafter referred to as "Rules").**

a. **EXTENSION.** Should Boat Owner desire to extend this Agreement beyond the initial ~~one (1)~~ **five (5) year** period; then, in that event, Boat Owner shall notify Waterfront Docks ninety (90) days prior to the end of the initial term. The parties hereby agree that, upon such notice, the parties will enter into good faith negotiations to extend this Agreement. However, Waterfront Docks is under no obligation whatsoever to extend this Agreement **beyond the initial one (1) for an additional five (5) period.**

- b. Boat Owner shall properly remove debris from the waterfront docks area within a reasonable period of time after receiving such a request from Waterfront Docks or after Boat Owner becomes aware of the necessity for such removal. Upon request of Waterfront Docks, Boat Owner may, in Boat Owner's discretion, provide reasonable assistance to Waterfront Docks concerning boats with which Waterfront Docks has an existing Waterfront Docking Agreement.
4. **CONDITION OF SLIP.** Boat Owner hereby accepts the condition of the Slip and common areas of Waterfront Docks "AS IS" and Boat Owner acknowledges that Waterfront Docks makes no express or implied warranty as to the condition of the Slip, 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. Boat Owner covenants to satisfy himself that the Slip and berthing space are adequate for the safe berthing of his Boat. Boat Owner shall exercise due caution in occupation of the Slip, shall take good care of the Slip and, at the expiration or earlier termination of this Agreement, shall surrender and deliver the Slip to Waterfront Docks in as good condition as when received by Boat Owner from Waterfront Docks, reasonable wear and tear excepted. Waterfront Docks may elect to retain or dispose of, in any manner, Boat Owner's personal property that is not removed from the Slip or waterfront docks by Boat Owner at the expiration or earlier termination of this Agreement. Boat Owner waives all claims against Waterfront Docks for any damage to Boat Owner resulting from Waterfront Docks' removal of Boat Owner's personal property at the expiration or earlier termination of this Agreement. Boat Owner shall be liable to Waterfront Docks for Waterfront Docks' costs for storage, removal, or disposal of Boat Owner's personal property at prevailing rates.
- a. Waterfront Docks, in its discretion, may retain, or require Boat Owner to remove, any alteration, addition, or improvement made by Boat Owner to the Slip 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. Boat Owner shall keep the waterfront area around the Slip 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, Boat Owner retains and has exclusive care, custody, control, and access to the Boat and its contents at all times.
6. **GENERAL RESPONSIBILITIES AND OBLIGATIONS.** Waterfront Docks' employees, in their sole discretion, may make reasonable efforts to contact Boat Owner and notify Boat Owner of dangerous conditions requiring Boat Owner's attention, but Waterfront Docks assumes no responsibility or liability for the same, including but not limited to tending mooring lines or moving boats from berths to which they are or were assigned. Boat Owner further agrees to provide Waterfront Docks a key or combination to his Boat lock, location of motor key and written starting instructions. It is expressly agreed that Waterfront Docks shall not be liable to Boat Owner if for any reason Waterfront Docks fails to move the Boat at any time for any reason.
- a. Notwithstanding any provision in the Rules to the contrary, Boat Owner shall not be required to move his Boat after the Pamlico Sound area is given a NOAA Weather Warning Condition.
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 Boat or take any action to protect the Boat, which action is hereby approved and authorized by Boat Owner, including but not limited to relocating the Boat, installing mooring lines, or pumping the Boat, or similar services, Boat Owner 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 to the Boat as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.
8. **USE OF SLIP.** Boat Owner shall not be entitled to berth any other boat at the Slip other than as identified above without the express written consent of Waterfront Docks. Boat Owner shall not use the Slip as rental property, a dwelling, or for any purpose other than the sole purpose stated herein without prior written consent of Waterfront Docks. Boat Owner shall have no interest in the Slip 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.
- a. Notwithstanding the foregoing or anything contained in the attached Rules to the contrary, Waterfront Docks hereby authorizes Boat Owner to utilize said Slip to berth and operate one Seatow boat and provide Seatow's customary marine services to the public. Boat Owner shall perform all activities associated with its services 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 other slips by other boat owners. Boat Owner 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.

9. **HAZARDOUS MATERIALS.** Boat Owner 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. Boat Owner 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 Boat Owner's noncompliance with applicable environmental laws and the terms of this paragraph. Boat Owner 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 Slip 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.

a. **REFUELING.** The Boat may not be refueled at the waterfront docks without prior consent of Waterfront Docks and approval of the Fire Marshal. Prior to any such refueling, Boat Owner must submit to and receive approval from the City of Washington of a Spill Prevention and Containment Plan.

10. **NO ASSIGNMENT OR SUBLICENSING.** This Agreement is not transferable or assignable and runs to Boat Owner only. Boat Owner may not assign this Agreement or sublicense the Slip. In the event Boat Owner sells his Boat, Waterfront Docks shall have the right to cancel this Agreement or may transfer the Slip to the new owner, at Waterfront Docks' sole election and discretion. In the event Waterfront Docks chooses to transfer the Slip, the new owner shall be required to execute a new Waterfront Docking Agreement with Waterfront Docks as a prerequisite to such transfer.

11. **INSURANCE.** Boat Owner 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. Statutory workers' compensation insurance or the maritime equivalent in amounts required by law and, unless exempted by applicable law, employer's liability insurance at a minimum of \$500,000.00 for bodily injury by accident each employee and \$500,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 by disease.
- b. Commercial general liability insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1 million per occurrence and \$1 million aggregate.
- c. Protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$1 million.
- d. Collision and tower's liability insurance in a coverage amount of not less than \$1 million.
- e. Pollution insurance in a coverage amount of not less than \$1 million.
- f. At the option of Boat Owner, the above limits may be less than stipulated herein so long as Boat Owner obtains and maintains an excess policy providing the additional limits needed. This form of coverage must be approved by Waterfront Docks and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

12. **WAIVER OF SUBROGATION.** Boat Owner releases and relieves Waterfront Docks and waives Boat Owner'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 Boat Owner might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. Boat Owner 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.

13. **UTILITIES.** Waterfront Docks shall furnish electric power and freshwater to certain piers but shall not be under

any obligation to furnish the same to the Boat. Waterfront Docks reserves the right to individually meter electricity consumed by the Boat Owner and to charge Boat Owner for such metered electricity. All amounts due for electricity, whether metered or not, shall be deemed additional rent due under this agreement.

14. **CHANGES TO COMMON AREA/SLIP ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to Boat Owner, 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 Boat to another slip or location only upon written request to and written acceptance from Boat Owner. In which case, said written request and acceptance shall serve as an amendment hereto, but only as to the slip 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 Boat Owner, to temporarily relocate the Boat to another location on the waterfront, including another slip, in Waterfront Docks' sole discretion. Boat Owner shall temporarily relocate their boat as and when directed by Waterfront Docks if practical and reasonable. If Boat Owner's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Boat. The term "Slip" as used herein shall also apply to the location or slip to which the Boat is permanently reassigned or temporarily relocated as provided for hereinabove.

15. **REFUSE.** Boat Owner shall be solely responsible for the proper and prompt disposal of any and all garbage or trash that may be produced by Boat, Boat Owner, and/or as a result of its utilization of the Slip as contemplated by paragraph number 8 hereof.

16. **SECURING THE BOAT.** The Boat shall be secured in its Slip in a manner acceptable to Waterfront Docks. If Waterfront Docks secures the Boat, Waterfront Docks is entitled to reimbursement and indemnity as more specifically provided for in the attached Rules.

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

18. **RULES AND REGULATIONS.** Boat Owner 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 Boat Owner are the responsibility of the Boat Owner and must comply with the Rules. The current version of said Rules is attached hereto as Exhibit "A" and is incorporated herein by reference. Boat Owner 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 Boat Owner further agrees to comply with such amended Rules. Any amended Rules shall also automatically be incorporated herein. If the Boat Owner or those under the responsibility of Boat Owner fail to comply with the Rules or otherwise cause disorder, deprecations 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 Boat, without prejudicing Waterfront Docks' right to damages and any financial obligation of Boat Owner to Waterfront Docks.

19. **DEFAULT.** Boat Owner shall be in default under this Agreement if any of the following occur.

- a. Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for Boat Owner or the business of Boat Owner. In no event shall this Agreement or any rights or privileges hereunder be an asset of Boat Owner under any bankruptcy, insolvency, or reorganization proceedings.
- b. Boat Owner violates any rule or regulation of Waterfront Docks.
- c. Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

20. **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.

21. **REMEDIES.** SHOULD BOAT OWNER 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 BOAT OWNER 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.

22. **INDEMNIFICATION.** Boat Owner 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 Boat Owner's operation of the Boat, Boat Owner's dinner cruise operation and/or Boat Owner's use of the Slip 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 Boat Owner's customers, invitees, guests, and/or boarders of the Boat caused by, related to, or arising from Boat Owner's use of the Slip, Boat Owner's contemplated dinner cruise operations or this Agreement.

23. **ADHERENCE TO REGULATIONS.** Boat Owner 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 Slip, the waterfront docks, public waters, the Boat, any improvements made by Boat Owner pursuant to advance written consent of Waterfront Docks, and Boat Owner's operation of the Boat, including but not limited to the dinner cruise operations contemplated hereby and the related enterprise and business. Boat Owner shall indemnify and hold Waterfront Docks harmless for any and all damage of any kind arising from Boat Owner's failure to comply with the aforementioned rules and regulations, including attorney's fees.

24. **PERSONAL PROPERTY TAXES.** Boat Owner shall pay or discharge prior to delinquency all taxes and other charges assessed against or levied upon its Boat, trade fixtures, equipment, furnishings, and its other personal property located at the Slip.

25. **REPORTING REQUIREMENTS.** Boat Owner 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.

26. **RELATIONSHIP OF PARTIES.** In carrying out the terms and conditions of this Agreement, Boat Owner 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 Boat Owner.

27. **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.

BOAT OWNER

CITY OF WASHINGTON

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

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

Larry Williams, Member/Manager  
Inland Enterprises, LLC **DBA Seatow IBX**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NORTH CAROLINA  
BEAUFORT COUNTY**

**WATERFRONT DOCKING AGREEMENT**

THIS AGREEMENT, is made and entered into as of the ~~15<sup>th</sup> day of August, 2014,~~ **1<sup>st</sup> day of January, 2016**, by and between the City of Washington, North Carolina (hereinafter may be referred to as "Waterfront Docks") and East Carolina University (hereinafter may be referred to as "Boat Owner"). For and in consideration of \$1.00, the mutual covenants contained herein as well as valuable consideration paid and to be paid, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Waterfront Docks and Boat Owner agree as follows.

1. **GRANT OF LICENSE.** Waterfront Docks hereby grants to Boat Owner and Boat Owner hereby accepts from Waterfront Docks a license to use a certain portion of Waterfront Docks' piers known to Waterfront Docks as East Estuarium Dock (hereinafter referred to as "Slip") subject to the terms and conditions set forth herein. It is agreed between the parties that this license is personal to Boat Owner and shall not inure to the successors or assigns of Boat Owner. Boat Owner 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 Boat Owner's exercise or use hereunder of the same and Waterfront Docks conveys no interest in property, including but not limited to slip, dock, or pier, to Boat Owner by this Agreement.

2. **BOAT AND OWNER IDENTIFICATION.** The boat (hereinafter referred to as "Boat") to be berthed in the Slip is described as follows.

Name of Boat: R/V Stanley R. Riggs		Make: Munson	Model: Research Vessel		
Year: 2010	Registration/Documentation #: #1229695		Length: 34'10"	Beam: 13'	Draft: 3'
Owner's Address: East Carolina University, Diving and Water Safety, Building 43, Room 131, Greenville, NC 27858			Social Security No.: N/A		
Work Phone: <del>252-328-4041</del> Eric Diardrio, 252-531-2936		Emergency Phone: <del>252-916-9899, 916-5709, 916-5578, 328-6787</del> 252-916-9340, 252-327-4439, 252-328-6787			
Insurer: State of North Carolina		Policy #: N/A – Self Insured		Email:	

The information provided above is true and accurate. Boat Owner agrees that, if any of the above information subsequently changes, Boat Owner will provide updated information to Waterfront Docks within fourteen (14) days of such change.

3. **RENTAL/TERMINATION/LATE CHARGES.** In recognition of the obvious and immeasurable benefits to the City of Washington, its citizens, and the public at large that will result from the location of a water-related research vessel on the City of Washington waterfront by an institution of higher learning, rental in the amount of ~~\$260.00~~ **\$238.00** per month shall be waived and East Carolina University shall be entitled to utilize the license granted herein ~~beginning the 15<sup>th</sup> day of August, 2014 and ending on the 14<sup>th</sup> day of August, 2015~~ **for a five (5) year term, beginning on the 1st day of January, 2016 and ending on the 31<sup>st</sup> day of December, 2020.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days notice to the other party. Upon expiration or earlier termination of this Agreement, Boat Owner shall remove the Boat from the Slip within ten (10) days. Should boat Owner fail to remove the Boat within the time allowed, Waterfront Docks shall have the right to relocate the Boat from the Slip, including but not limited to placing it at anchorage or storing it on land and receive reimbursement and indemnification from Boat Owner for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (herein referred to as "Rules") \_\_\_\_\_,

a. **EXTENSION.** Should Boat Owner desire to extend this Agreement for an additional ~~one (1)~~ **five (5)** year period; then, in that event, Boat Owner shall notify Waterfront Docks ninety (90) days prior to the end of the initial period. The parties hereby agree that, upon such notice, the parties will enter into good faith negotiations to extend this Agreement. However, Waterfront Docks is under no obligation whatsoever to extend this Agreement for an additional ~~one (1)~~ **five (5)** year period.

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

- a. Waterfront Docks, in its discretion, may retain, or require Boat Owner to remove, any alteration, addition, or improvement made by Boat Owner to the Slip 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. Boat Owner shall keep the waterfront area around the Slip 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, Boat Owner retains and has exclusive care, custody, control, and access to the Boat and its contents at all times.

6. **GENERAL RESPONSIBILITIES AND OBLIGATIONS.** Waterfront Docks' employees, in their sole discretion, may make reasonable efforts to contact Boat Owner and notify Boat Owner of dangerous conditions requiring Boat Owner's attention, but Waterfront Docks assumes no responsibility or liability for the same, including but not limited to tending mooring lines or moving boats from berths to which they are or were assigned. Boat Owner further agrees to provide Waterfront Docks a key or combination to his Boat lock, location of motor key and written starting instructions. It is expressly agreed that Waterfront Docks shall not be liable to Boat Owner if for any reason Waterfront Docks fails to move the Boat 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 Boat or take any action to protect the Boat, which action is hereby approved and authorized by Boat Owner, including but not limited to relocating the Boat, installing mooring lines, or pumping the Boat, or similar services, Boat Owner agrees to reimburse and indemnify Waterfront Docks as more specifically provided for in the Rules and Regulations for Washington Waterfront Docking (hereinafter referred to as "Rules") and to hold Waterfront Docks, its representatives, agents, or contractors harmless for any loss or damage to the Boat as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.

8. **USE OF SLIP.** Boat Owner shall not be entitled to berth any other boat at the Slip other than as identified above without the express written consent of Waterfront Docks. Boat Owner shall not use the Slip as rental property, a dwelling, or for any purpose other than the purposes stated herein without prior written consent of Waterfront Docks. Boat Owner shall have no interest in the Slip 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.

- a. Notwithstanding the foregoing or anything contained in the attached Rules to the contrary, Waterfront Docks hereby authorizes Boat Owner to utilize said Slip to berth and operate the Boat as a water-related research vessel and perform such activities as are customary therewith. Waterfront Docks hereby authorizes Boat Owner to utilize the adjacent common areas or other waterfront docking facilities, in conjunction with said research vessel boat operation, for loading and unloading, but only after specific permission for all such utilization from Waterfront Docks. Boat Owner shall coordinate all boat operations with Waterfront Docks. Boat Owner is prohibited from engaging in, allowing, or authorizing any type of motor vehicle access beyond Water Street except as may be necessary for loading, unloading, fueling, repair and maintenance purposes and only after receiving prior permission from Waterfront Docks. In no event shall Boat Owner allow or authorize more than two (2) motor vehicles access beyond Water Street at the same time. In no event shall Boat Owner allow or authorize a motor vehicle to be left unattended beyond Water Street. Boat Owner shall

perform all such operations and activities associated with its research operations in such a manner that such operations and activities do not interfere with, hinder, or in any way impair the public's use of the waterfront docks or the use of other slips by other boat owners. Boat Owner 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.

9. **HAZARDOUS MATERIALS.** Boat Owner 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. Boat Owner 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 Boat Owner's noncompliance with applicable environmental laws and the terms of this paragraph. Boat Owner 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 Slip 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.

a. **REFUELING.** The Boat may not be refueled and Boat Owner may not refuel any other boat at the waterfront docks without prior consent of Waterfront Docks and approval of the Fire Marshal. Prior to any such refueling, Boat Owner must submit to and receive approval from the City of Washington of a Spill Prevention and Containment Plan.

10. **NO ASSIGNMENT OR SUBLICENSING.** This Agreement is not transferable or assignable and runs to Boat Owner only. Boat Owner may not assign this Agreement or sublicense the Slip. In the event Boat Owner sells or transfers the Boat, Waterfront Docks shall have the right to cancel this Agreement or may transfer the Slip to the new owner, at Waterfront Docks' sole election and discretion. In the event Waterfront Docks chooses to transfer the Slip, the new owner shall be required to execute a new Waterfront Docking Agreement with Waterfront Docks as a prerequisite to such transfer.

11. **INSURANCE.** Boat Owner 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. Statutory workers' compensation insurance or the maritime equivalent in amounts required by law and, unless exempted by applicable law, employer's liability insurance at a minimum of \$500,000.00 for bodily injury by accident each employee and \$500,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 by disease.
- b. Commercial general liability insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1 million per occurrence and \$1 million aggregate.
- c. Protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$1 million.
- d. Collision and tower's liability insurance in a coverage amount of not less than \$1 million.
- e. Pollution insurance in a coverage amount of not less than \$1 million.
- f. At the option of Boat Owner, the above limits may be less than stipulated herein so long as Boat Owner obtains and maintains an excess policy providing the additional limits needed. This form of coverage must be approved by Waterfront Docks and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

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. Boat Owner shall deliver to Waterfront Docks certificates of insurance for all insurance policies required hereunder. Boat Owner 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 Boat Owner to expand the form and/or increase the amounts of all such insurance.

12. **WAIVER OF SUBROGATION.** Boat Owner releases and relieves Waterfront Docks and waives Boat Owner'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 Boat Owner might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. Boat Owner 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.

13. **UTILITIES.** The provision of utilities, including water, sewer, and electricity, and associated on-site services, shall be covered under a separate agreement between East Carolina University and the Partnership for the Sounds, Inc.

14. **CHANGES TO COMMON AREA/SLIP ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to Boat Owner, 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 Boat to another slip or location only upon thirty (30) days written notice. In which case, said written notice shall serve as an amendment hereto, but only as to the slip or location 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 Boat Owner, to temporarily relocate the Boat to another location on the waterfront, including another slip, in Waterfront Docks' sole discretion. Boat Owner shall relocate the Boat as and when directed by Waterfront Docks if practical and reasonable. If Boat Owner's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Boat. The term "Slip" as used herein shall also apply to the slip or location to which the Boat is permanently reassigned or temporarily relocated as provided for hereinabove.

15. **SECURING THE BOAT.** The Boat shall be secured in its Slip in a manner acceptable to Waterfront Docks. If Waterfront Docks secures the Boat, Waterfront Docks is entitled to reimbursement and indemnity as more specifically provided for in the attached Rules.

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

a. Boat Owner acknowledges that Waterfront Docks has granted Partnership for the Sounds, Inc. a non-exclusive easement (hereinafter referred to as "PFS Easement") over a portion of the parcel of land adjacent to said Slip (hereinafter referred to as "adjacent parcel"), which adjacent parcel extends from the boardwalk to Stewart Parkway and Water Street. The PFS Easement is more particularly described in that Deed of Easement recorded in Deed Book 1743, Page 322, of the Beaufort County Registry. Boat Owner shall take no action that would affect or disturb, in any way, the improvements on the PFS Easement or adjacent parcel. Boat Owner must obtain written permission from PFS and then, in turn, Waterfront Docks before making any use of or taking any action that would affect or disturb, in any way, the PFS Easement including any improvements thereon. Boat Owner must obtain written permission from Waterfront Docks before making any use of or taking any action that would affect or disturb, in any way, the remainder of said adjacent parcel.

17. **RULES AND REGULATIONS.** Boat Owner 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 Boat Owner are the responsibility of the Boat Owner and must comply with the Rules. The current version of said Rules is attached hereto as Exhibit "A" and is incorporated herein by reference. Boat Owner 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 Boat Owner further agrees to comply with such amended Rules. Any amended Rules shall also automatically be incorporated herein. If the Boat Owner or those under the responsibility of Boat Owner 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 Boat, without prejudicing Waterfront Docks' right to damages and any financial obligation of Boat Owner to Waterfront Docks.

18. **DEFAULT.** Boat Owner shall be in default under this Agreement if any of the following occur.

- a. Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for Boat Owner or the business of Boat Owner. In no event shall this Agreement or any rights or privileges hereunder be an asset of Boat Owner under any bankruptcy, insolvency, or reorganization proceedings.
- b. Boat Owner violates any rule or regulation of Waterfront Docks.
- c. Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

19. **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.

20. **REMEDIES.** SHOULD BOAT OWNER 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 BOAT OWNER 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.

21. **INDEMNIFICATION.** Boat Owner does for itself, its officials, agents, successors, representatives, assigns, customers, students, clients, 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, successots, 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 Boat Owner's operation of the Boat, Boat Owner's operations as well as activities and/or Boat Owner's use of the Slip 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 Boat Owner's customers, students, clients, invitees, guests, and/or boarders of the Boat caused by, related to, or arising from Boat Owner's use of the Slip, Boat Owner's contemplated operations as well as activities or this Agreement.

22. **ADHERENCE TO REGULATIONS.** Boat Owner agrees to comply with all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, pennits, 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 Slip, the waterfront docks, public waters, the Boat, any improvements made by Boat Owner pursuant to advance written consent of Waterfront Docks, and Boat Owner's operation of the Boat, including but not limited to the operations as well as activities contemplated hereby. Boat Owner shall indemnify and hold Waterfront Docks harmless for any and all damage of any kind arising from Boat Owner's failure to comply with the aforementioned Rules, including attorney's fees.

23. **PERSONAL PROPERTY TAXES.** Boat Owner shall pay or discharge prior to delinquency all taxes and other charges assessed against or levied upon its Boat, trade fixtures, equipment, furnishings, and its other personal property located at the Slip.

24. **REPORTING REQUIREMENTS.** Boat Owner shall keep or cause to be kept complete records of its operations and activities that arise 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.

25. **RELATIONSHIP OF PARTIES.** In carrying out the terms and conditions of this Agreement, Boat Owner 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 Boat Owner.

26. **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 duly executed this Agreement this the day and year first above written.

BOAT OWNER

CITY OF WASHINGTON

By: \_\_\_\_\_ (seal)  
Mark Keusenkothen  
East Carolina University  
Director of Diving and Water Safety

By: \_\_\_\_\_ (seal)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_ (seal)  
~~Stacy Schley~~ **Sherry Franks**  
East Carolina University East Carolina University  
~~Purchasing Specialist~~ **Administrative Support Specialist**

**Mayor**  
Mac Hodges

**City Manager**  
Bobby Roberson



**Washington City Council**  
Virginia Finnerty  
Richard Brooks  
Doug Mercer  
Larry Beeman  
William Pitt

---

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** June 13, 2016  
**Subject:** Budget Transfer General Fund

The Budget Officer transferred \$13,000 of funds between the Economic Development and EMS departments of the General Fund appropriations budget to provide funds for EMS billing and collection services related to exceeding budgeted revenue.

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

*Col T. Pitt*

## Request for Transfer of Funds

Date: 6/1/2016

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

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

	Department	Account Number	Object Classification	Amount
FROM:	10-00-4650	4500	ED Projects	13,000
TO:	10-10-4341	4500 4505	EMS Billing EMS Bad Debt Collection	10,000 3,000

For the purpose of: Balance spending

\_\_\_\_\_  
 Supervisor Matt Rauschenbach  
Department Head

---

### ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

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

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

B. J. J.  
City Manager or Finance Director

6/1/16  
Date



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Cynthia S. Bennett, City Clerk  
**Date:** June 13, 2016  
**Subject:** Appointments to Various Boards, Commissions, and Committees  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

**See attached recommended motions**

**BACKGROUND AND FINDINGS:**

Advertisements were published in the Washington Daily News and Cable 9 for vacancies for expiring terms on various boards, commissions, and committees. Copies of all applications received were distributed to department heads to allow them time to meet with their Council liaison and Board Chairman.

Nominations will be made by the Council liaisons at the June 13, 2016 Council meeting.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Board Applications

**City Manager Review:** *6/13* Date Concur *1/20/16* Recommend Denial \_\_\_\_\_ No recommendation \_\_\_\_\_

**ACTIONS SUGGESTED:**

**A. Planning Board- (Larry Beeman – Liaison)**

I move that the City Council appoint \_\_\_\_\_ to the Planning Board, to fill the expiring term of **Dan McNeill**, term to expire June 30, 2019.

**B. Board of Adjustment - (Richard Brooks – Liaison)**

I move that the City Council appoint \_\_\_\_\_ to the Board of Adjustment, to fill the expiring term of **Charlie Manning**, term to expire June 30, 2019.

**C. Recreation Advisory Committee – (Richard Brooks – Liaison)**

I move that the City Council appoint/re-appoint \_\_\_\_\_ to the Recreation Advisory Committee to fill the expiring term of **Michele Oros (outside)** term to expire June 30, 2019.

I move that the City Council appoint/re-appoint \_\_\_\_\_ to the Recreation Advisory Committee to fill the expiring term of **Joe Taylor (inside)** term to expire June 30, 2019.

I move that the City Council appoint/re-appoint \_\_\_\_\_ to the Recreation Advisory Committee to fill the expiring term of **Dallis Tucker (inside)** term to expire June 30, 2019.

**D. Historic Preservation Commission – (Virginia Finnerty –Liaison)**

I move that the City Council appoint/re-appoint \_\_\_\_\_ to the Historic Preservation Commission to fill the expiring term of **Monica Ferrari**, term to expire June 30, 2019.

I move that the City Council appoint/re-appoint \_\_\_\_\_ to the Historic Preservation Commission to fill the expiring term of **Mark Everett**, term to expire June 30, 2019.

I move that the City Council appoint/re-appoint \_\_\_\_\_ to the Historic Preservation Commission to fill the expiring term of **William Kenner**, term to expire June 30, 2019.

**E. Washington Tourism Development Authority - (Virginia Finnerty– Liaison)**

I move that the City Council appoint \_\_\_\_\_ to the Washington Tourism Development Authority, to fill the expiring term of **Piyush Bhagat** term to expire June 30, 2019.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Tourism Development Authority, to fill the expiring term of **Fred Watkins, III** term to expire June 30, 2019.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Tourism Development Authority, to fill the expiring term of **Jackie Woolard** term to expire June 30, 2019.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Tourism Development Authority, to fill the expiring term **Neil Woolard** term to expire June 30, 2019.

I move that the City Council appoint \_\_\_\_\_ to the Washington Tourism Development Authority, to fill a **vacant un-expired term**. Term to expire June 30, 2017.

**F. Human Relations Council – (William Pitt – Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Human Relations Council to fill the expiring term of **William O’Pharrow**, term to expire June 30, 2019.

I move that the City Council appoint \_\_\_\_\_ to the Human Relations Council to fill a vacant term, term to expire June 30, 2019.

I move that the City Council appoint \_\_\_\_\_ to the Human Relations Council to fill a vacant term, term to expire June 30, 2019.

**G. Animal Control Appeals Board – (Doug Mercer – Liaison)**

I move that the City Council appoint/re-appoint \_\_\_\_\_ to the Animal Control Appeals Board to fill the expiring term of **Ty Carter**, term to expire June 30, 2019.

I move that the City Council appoint/re-appoint \_\_\_\_\_ to the Animal Control Appeals Board to fill the expiring term of **Monica Ferrari**, term to expire June 30, 2019.

**H. Washington Electric Utilities Advisory Board – (Larry Beeman – Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Electric Utilities Advisory Commission to fill the expiring term of **Stewart Rumley (Alternate At-Large member)**, term to expire June 30, 2019.

I move that the City Council appoint \_\_\_\_\_ to the Washington Electric Utilities Advisory Commission to fill a vacant (**inside**) position. Term to expire June 30, 2019.

**I. Washington-Warren Airport Advisory Board – (Doug Mercer – Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington-Warren Airport Advisory Board to fill the expiring term of **Patrick Nash (outside)**, term to expire June 30, 2019.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington-Warren Airport Advisory Board to fill the expiring term of **Gilbert Alligood (inside)**, term to expire June 30, 2019.

**J. Waterfront Docks Advisory Committee – (Mac Hodges – Liaison)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Waterfront Docks Advisory Committee to fill the expiring term of **Jeffrey Woolard (inside)**, term to expire June 30, 2019.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Waterfront Docks Advisory Committee to fill the expiring term of **Fred Watkins (outside)**, term to expire June 30, 2019.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Waterfront Docks Advisory Committee to fill the expiring term of **Ray Midgett (inside)**, term to expire June 30, 2019.

**K. Washington Housing Authority – (Mayor Hodges makes appointments)**

As Mayor, I hereby appoint/re-appoint \_\_\_\_\_ to the Washington Housing Authority to fill the expiring term of **Tom Payne**, term to expire June 30, 2019.

# **Planning Board** **(Larry Beeman – Liaison)**

Board of Adjustment or Planning (11)

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

NAME RICHARD L McDONALD

ADDRESS 406 E MAIN ST APT 1

PHONE (WORK) 252-833-4265 CELL (HOME) 404-234-4663

E-MAIL ADDRESS RLMCDONALD111@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 6 mos YEARS

YEARS OF EDUCATION 4

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

IF YES, PLEASE INDICATE

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

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

Background professionally in Finance & Real Estate

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

Date 4/2/2016

Signature Richard L McDonald

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

Requested Board inside planning, Docks, hist. preservation  
electric utilities

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

NAME Gillian Hookway Jones

ADDRESS 1205 N. Bonner St. Wash DC 27889

PHONE (WORK) 214 3800 (HOME) \_\_\_\_\_

E-MAIL ADDRESS gillicia007@hotmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 10 YEARS

YEARS OF EDUCATION too many to list - 22

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

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

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

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

20 years Business + marketing experience  
MBA marketing

20 years waterfront/sailing experience

20 years historic home owner + renovations

10 years history volunteer with BATH + recenty HPOW

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

6-7-16  
Date

G Jones  
Signature

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

**Board of**  
**Adjustment**  
**(Richard Brooks – Liaison)**

Requested Board Board of Adjustment

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

NAME Andy Olsen

ADDRESS 245 E. 2nd St Washington, NC 27889

PHONE (WORK) 252-943-4203 (HOME) 252-943-4203

E-MAIL ADDRESS aolsen74@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 22 YEARS

YEARS OF EDUCATION 12+

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

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

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

\_\_\_\_\_

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

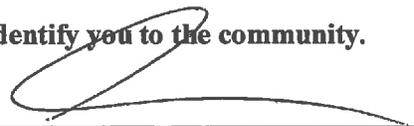
I would like to assist my community by serving on the board of adjustment.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1/29/16

Date



Signature

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

Requested Board Board of Adjustment or Planning (1)

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

NAME RICHARD L McDONALD

ADDRESS 406 E MAIN ST APT 1

PHONE (WORK) 252-833-4265 <sup>CELL</sup> ~~(HOME)~~ 404-234-4663

E-MAIL ADDRESS RLMCDONALD111@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 6 mos YEARS

YEARS OF EDUCATION 4

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

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

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

\_\_\_\_\_

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

Background professionally in Finance & Real Estate

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

4/12/2016  
Date

Richard McDonald  
Signature

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

**Recreation Advisory**  
**Board**  
**(Richard Brooks – Liaison)**

Requested Board Recreation Advisory Committee

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

NAME Michele Oros

ADDRESS 216 Isabella Avenue, Washington, NC 27889

PHONE (WORK) 252-946-6593 (HOME) 252-940-0380

E-MAIL ADDRESS moros@beaufort.k12.nc.us

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 17 YEARS

YEARS OF EDUCATION 20 years (approx). Bachelors, Masters, and Educational Specialist (Ed.S.) degrees

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

IF YES, PLEASE INDICATE Recreation Advisory Committee

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

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

I have been a member of the RAC for 5 years and wish to continue serving on this committee because I consider access to parks and recreational facilities to be a significant quality of life issue for current and future residents of Washington and the surrounding area. As an employee of Beaufort County Schools, I have acted as a liaison between the city and school district. This role has facilitated several successful collaborations, including the P.S. Jones Memorial Park project.

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

6/6/16  
Date

Michele Oros  
Signature

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

Requested Board Recreation Advisory Committee

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

NAME Joe Taylor

ADDRESS 200 Water St Washington NC

PHONE (WORK) 252 946 6151 (HOME) 252 943 1638

E-MAIL ADDRESS Joe@MetrisInc.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 68 YEARS

YEARS OF EDUCATION BSBA ECU

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

IF YES, PLEASE INDICATE Recreation Advisory Committee

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

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

I have been on Recreation Committee for 8 years. Enjoy working to improve quality of life in Washington through recreational programs & facilities. If reappointed will continue promoting Recreation

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

Date 6-3-16

Signature [Handwritten Signature]

Requested Board Recreation Advisory Committee

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

NAME Dallis Tucker

ADDRESS 311 N. Charlotte St.

PHONE (WORK) 252-948-3816 (HOME) 252-975-7905

E-MAIL ADDRESS dallis\_tucker@hotmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 19 YEARS

YEARS OF EDUCATION Ph.D.

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

IF YES, PLEASE INDICATE Recreation Advisory Committee

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

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

I have a Ph.D. in Parks and Recreation, coached children for the past 9 years and coached at Washington High School.

I have served on the Recreation Advisory Committee for the past 3 years and served at the chairman for the last 6 months.

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

6/2/2016

Date

Dallis Tucker

Signature

Digitally signed by Dallis Tucker  
Date: 2016.06.02 10:10:24 -04'00'

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

**Historic Preservation**  
**Commission**  
**(Virginia Finnerty – Liaison)**

Historic Preservation Commission

Requested Board Board of Adjuncts

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

NAME Andrew A. Helmers Olsen

ADDRESS 245E. 2nd St

PHONE (WORK) 252 943 4203 (HOME) 252 943 4203

E-MAIL ADDRESS aaolsen74@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 22 YEARS

YEARS OF EDUCATION 12+

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

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

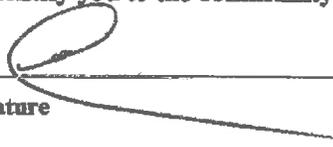
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

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

By living in the Historic District and wanting to see the cities Historic District prosper and thrive as a feature of the overall city.

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

Date 1/28/16

Signature 

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

Requested Board Historic Preservation Commission

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

NAME William Kenner

ADDRESS 720 east main street

PHONE (WORK) 919-395-8761 (HOME) same

E-MAIL ADDRESS william.kenner@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 12 YEARS

YEARS OF EDUCATION LSU 6 Years

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

IF YES, PLEASE INDICATE 7 month filled in

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

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

have renovated two homes in the historic district under standing important of following the guide

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

5/12/2016

Date

William Kenner

Signature

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

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

NAME Mark Everett

ADDRESS 734 W. 2nd Street Washington, NC 27889

PHONE (WORK) (919) 274-8572 (m) (HOME) N/A

E-MAIL ADDRESS mceverett22@yahoo.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 6 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE Currently serving on Housing Authority board and HPC

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A  
BOARD/COMMISSION? Yes IF YES, EXPLAIN There may be occasions in my

role as a commercial real estate broker where I may have a conflict of interest. In those cases I  
would recuse myself from discussion and voting on those particular matters.

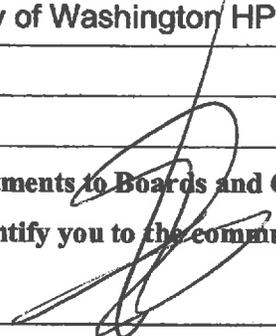
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of  
sheet if additional space is needed.*

27 years of financial, commercial real estate, planning experience and community service. Served  
from 2001-2007 on the city of Raleigh planning commission, as a member, committee chair and  
commission chair. Am currently filling an unexpired term on the city of Washington HPC.

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

May 11, 2016

Date

  
Signature

Requested Board inside planning, Docks, hist. preservation  
electric utilities

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

NAME Gillian Hookway Jones

ADDRESS 1205 N. Bonner St. Wash DC 27889

PHONE (WORK) 214 3800 (HOME) \_\_\_\_\_

E-MAIL ADDRESS gillicia6007@hotmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 10 YEARS

YEARS OF EDUCATION too many to list - 22

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

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

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

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

20 years Business + marketing experience  
MBA marketing

20 years waterfront/sailing experience

20 years historic home owner + renovations

10 years history volunteer with BATH + recent HPOW

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions

AND, in the event you are appointed, it may be used as a news release to identify you to the community.

6-7-16  
Date

G Jones  
Signature

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

Requested Board Historic Preservation Commission

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

NAME Monica Ferrari

ADDRESS 604 West 2<sup>nd</sup> Str., Washington, NC

PHONE (WORK) \_\_\_\_\_ (HOME) 975-1698

E-MAIL ADDRESS FerrariSports07@suddenlink.net

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 8 YEARS

YEARS OF EDUCATION 16 yrs. elementary education

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO  *Animal Control Appeals Board*

IF YES, PLEASE INDICATE Historic Preservation Commission, Parks & Rec

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? no IF YES, EXPLAIN Advisory Board

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed. In renovating our 100+ yr. home, I have learned the difficulty and importance to maintaining the historical aspects of our local architecture in our homes, businesses and our city scape.

I will strive to be a fair member of this board and abide by our codes and guide lines to the best of my ability.

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

12 May 2016  
Date

Monica Ferrari  
Signature

# **Tourism Development** **(Virginia Finnerty – Liaison)**

CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

NAME Catherine Glover

ADDRESS 205 Anderson Rd. Washington, NC 27889

PHONE NO. (BUSINESS) 252-946-9168 (HOME) 252-975-1653

EMAIL ADDRESS: Cglover@wbcchamber.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? Born here

EDUCATION BSBA from ECU

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?  YES  NO  
IF YES, PLEASE INDICATE \_\_\_\_\_

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: Economic Development Commission, Washington Hamar District Alliance, WBC Chambers (leave job)

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION. Chamber is involved in direct contact with the visitors through the visitors center. We work with businesses that depend on visitors and recruit/help retain businesses that are attractive to tourists.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed. WTDA and the Chamber work together on many projects and I recognize the importance Tourism has regarding economic development and growth in our area. It would be a natural fit for me to serve and continue to be involved in the future of Tourism.

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

Catherine Glover  
Signature

6/2/16  
Date

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

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME John Walter Butler, Jr.

ADDRESS 731 W Main Street, Washington, NC 27889

PHONE NO. (BUSINESS) 252-947-2530 (HOME) \_\_\_\_\_

EMAIL ADDRESS: john@washingtonbelle.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 1 year

EDUCATION '99 BA Integrated Studies (Criminology & Gender Studies), George Mason University

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?  YES  NO  
IF YES, PLEASE INDICATE Washington Harbor District Alliance

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT  
MAKES YOU QUALIFIED FOR THIS POSITION. Previous clients include: Destination Washington (DC), Marriott International,  
American Airlines, Visit Britain, City Museum of Washington DC, as well as numerous other special events and corporate clients. Also have extensive domestic & international  
travel working closely w/tourism/safari operators across Africa on wildlife-based conservation programs. Over a decade of marketing, comms, PR, advertising, direct marketing,  
special events, & brand development experience. Strong portfolio of proven experience driving demand and increasing sales for a range of clients and destinations.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of  
sheet if additional space is needed. As an owner of two tourism/event-based businesses in Washington/Beaufort we understand that in order for us  
to be successful the city needs to be successful. I'd love to share my experience and support to help strengthen Washington's position and reputation among travelers.  
After global travels we have found Washington to be one of the best small towns with tons to do and see in America and we want others to get hooked the way we did.

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

John W. Butler,  
Jr.

Signature

Digitally signed by John W. Butler, Jr.  
DN: cn=John W. Butler, Jr., o, ou,  
email=john@washingtonbelle.com, c=US  
Date: 2016.06.02 06:43:08 -05'00'

June 1, 2016

Date

NOTE: Application will remain on file for six (6) months. Expiration Date December 1, 2016

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME: Alma L. Friedman

ADDRESS: 401 Moss Landing, Suite 301, Washington, NC 27889

PHONE NO. (BUSINESS)

(HOME) 252-946-6738

EMAIL ADDRESS: asfrocks@aol.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY: 13 years, but, I was raised in Washington and graduated from Washington High School.

EDUCATION: 14 Years

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? Yes

IF YES, PLEASE INDICATE: DWOW-Downtown Washington on the Waterfront

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU HAVE SERVED:

Ronald McDonald House in Wilmington, Delaware

Elementary School Mentor in Delaware

Chamber of Commerce Ambassador-8 years as Ambassador of the Year.

Committee of 100-Membership Chair

Beaufort County Concert Association – President

Turnage Theater-Secretary

Committee of Revitalization of Washington Waterfront

First Bank

First United Methodist Church-Board of Trustees

Shepard Cancer Center-Volunteer

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION:

I have traveled extensively throughout the country and abroad. I helped to establish a minor league baseball team in Wilmington, DE and increased tourism in that city.

STATE REASON WHY YOU WISH TO SERVE ON THE WTDA BOARD:

To help establish Washington to increase its visibility throughout North Carolina and elsewhere. I have promoted Washington in the years I have been here by being in Civic Groups, etc.

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



Signature



Date

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

June 13, 2016

Page 69 of 113

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME Neil Woolard

ADDRESS 600 Fairview Avenue, Washington, NC 27889

PHONE NO. (BUSINESS) 252-943-8752 (HOME) 252-946-8752

EMAIL ADDRESS: mnw4ecu@yahoo.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 62 years

EDUCATION B.S. Parks, Recreation, and Conservation from East Carolina University

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?  YES  NO  
IF YES, PLEASE INDICATE Washington Tourism Development Authority, currently serving as Treasurer

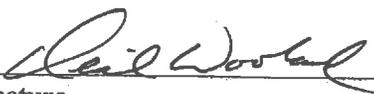
OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: Beaufort  
County Pirate Club Representative Board, Currently serving as Co-Chairman

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT  
MAKES YOU QUALIFIED FOR THIS POSITION. Since retiring recently, I have had the chance to travel,  
by vehicle, to Delaware, Florida, Texas, and Kentucky, and of course, all the states between Washington, NC and my destinations. With these trips  
being for enjoyment, I have had the time to absorb many of the festivals, sporting events, resorts, and other venues that these states have to offer.  
These experiences have opened by mind to future benefits that could apply to our own city.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of  
sheet if additional space is needed. Being a lifetime resident of Washington, I thought I was aware of all the opportunities  
that existed in our area with regards to leisure activities and attractions. My time spent on this board has changed all that!  
By promoting Washington, I have discovered the countless ideas that draw visitors to our Pamlico shores for business and pleasure,  
and I am proud to be a small part of helping to develop that draw! (Continued on back)

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

  
\_\_\_\_\_  
Signature Date 5/12/2016

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

I have enjoyed my time managing the current services that we offer, while being mindful of what our Board can do to further share our vast attractiveness. Solomon wrote in Proverbs, "Where there is no vision, the people perish." We as board members have more to accomplish as visionaries for our city. (Our location, our history, and our environment is awash in enticements to continue our plan for promotion of our hometown. Washington..."Little" in Name...Enormous in Nature!

CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

NAME FRED O. WATKINS, III

ADDRESS 306 SUNNYSIDE DRIVE

PHONE NO. (BUSINESS) 252-943-5005 (HOME) 252-946-1844

EMAIL ADDRESS: FDWATKINS@HOTMAIL.COM

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 67 YEARS

EDUCATION GRADUATE ECU / BSBA

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?  YES  NO  
IF YES, PLEASE INDICATE WTDA, WATERFRONT DOCKS ADVISORY

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: \_\_\_\_\_  
WASHINGTON HARBOR DISTRICT ALLIANCE  
WASHINGTON ATHLETIC CLUB

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT  
MAKES YOU QUALIFIED FOR THIS POSITION. MY BUSINESS IS HOTEL  
DEVELOPMENT AND MANAGEMENT

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of  
sheet if additional space is needed.

I AM PRESENTLY VICE-CHAIRMAN OF WTDA BOARD  
AND WANT TO CONTINUE BEING A WTDA BOARD  
MEMBER

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

Fred O. Watkins, III 5/11/16  
Signature Date

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

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME Jayesh Patel

ADDRESS 916 Carolina Ave Washington NC 27889

PHONE NO. (BUSINESS) 252-946-6141 (HOME) \_\_\_\_\_

EMAIL ADDRESS: jaye@elephant@yahoo.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 14 Year

EDUCATION BSC

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?  YES  NO  
IF YES, PLEASE INDICATE \_\_\_\_\_

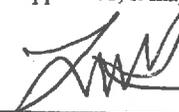
OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: N/A

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT  
MAKES YOU QUALIFIED FOR THIS POSITION. We are own and operatating Hotel in washington since 2003

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of  
sheet if additional space is needed. Get help with getting more revenue for city and hotel

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

 4/22/16  
Signature Date

NOTE: Application will remain on file for six (6) months. Expiration Date 10/22/16

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME Kirti Patel

ADDRESS 1011 Carolina Ave Washington NC 27889

PHONE NO. (BUSINESS) 252-946-5161 (HOME) \_\_\_\_\_

EMAIL ADDRESS: daysinnofwahington@gmail.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 14 Year

EDUCATION B. A.

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?  YES  NO  
IF YES, PLEASE INDICATE \_\_\_\_\_

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: N/A

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT  
MAKES YOU QUALIFIED FOR THIS POSITION. We are own and operating Hotel in washington since 2003

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of  
sheet if additional space is needed. I am running my hotel for last 14 Year in this county.

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

Kirti Patel 4-22-16  
Signature Date

NOTE: Application will remain on file for six (6) months. Expiration Date 10-22-16

CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

NAME Jackie Woodard

ADDRESS 3503 Slatestone Rd Washington NC

PHONE NO. (BUSINESS) 252-948-0000 (HOME) 252-927-4526

EMAIL ADDRESS: jpwpfs@embargmail.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 1950-1968 1993-2016 (23 yrs)

EDUCATION Washington High School, UNC-G

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? IF YES, PLEASE INDICATE I currently serve on the WTDA Board YES NO

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: no other for the City

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION. I am employed as the Exec. Director of the Partnership for the Sounds, a 501C-3 that operates a series of education/tourism facilities in Beaufort, Bertie, Hyde & Tyrrell Counties.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed. The Partnership's premier facility is the [redacted] which is the premier tourism attraction in the region. The WTDA needs representation from a viable, successful tourism facility - 50 yrs worth of ->

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

Signature Jackie Woodard Date 4-25-16

experience to share. And the Estuarium needs the resources of the WTDA to stay informed about impactful trends in tourism.

Personally, I want to serve on the WTDA board because it is the best vehicle for the promotion of Washington and all of its offerings.

Thank you

Requested Board Washington Tourism Development Authority

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

NAME MAREE RICHARDS-BENSON

ADDRESS 116 SOUTH MAIN ST. BATH, NC 27808

PHONE (WORK) 252 923 9571 <sup>CELL</sup> (HOME) 571 269 5450

E-MAIL ADDRESS info@innonbathcreek.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 8 MONTHS YEARS

YEARS OF EDUCATION 16 years

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

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

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

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

I am now a full resident & business owner in Beaufort County with both a personal & business interest in developing tourism which will in turn generate income for the area & benefit all residents. I am currently the owner of the Inn on Bath Creek Bed & Breakfast in Bath. An active member of the committee of 100, have previously

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

May 29 2016  
Date

Maree Richards-Benson  
Signature

served on various boards, including The Area Agency on Aging, The United Way and ADAA. Have over 25 years of experience in Sales & Marketing, traveled extensively world wide and appreciate the positive impact tourism can have on the bottom line for an area.

I can bring to the table & help promote through my on hands experience the area through social media. Help drive activities that will draw people to the area. Create strategies that leverage local resources that result in economic gains for all.

Kind Regards

James A. Roberts

# **Human Relations**

## **(William Pitt – Liaison)**

**City of Washington Human Relations Council Application Form**  
Please submit your completed form to the office of the City Clerk, PO Box 1988,  
Washington, NC 27889 or by email [cbennett@washingtontnc.gov](mailto:cbennett@washingtontnc.gov)

Name William T. O'Pharrell

Address 1004 Van Norder Street, Washington, NC 27889

Phone Numbers (252) 946-3798 (Business) \_\_\_\_\_ (home, cell or both)

Email Address \_\_\_\_\_

Do you live within the corporate limits of Washington? () yes ( ) no

Have you ever served, or do you currently serve, on a board or commission for the City of Washington? () yes ( ) no

If yes, please indicate the board or commission on which you serve(d).  
Human Relations Council

Do you anticipate a conflict of interest by serving as a member of the Human Relations Council? ( ) yes () no

If yes, please explain. \_\_\_\_\_

Please state the reasons why you feel qualified for this appointment.  
Pass experiences on serving on this board.

Please note that this information will be used by the City Council in making their appointments to the Human Relations Council. If you are appointed, this information may be used in a news release. It will remain on file for one year after its submission.

William T. O'Pharrell  
(Signature)

May 10, 2016  
(Date)

**City of Washington Human Relations Council Application Form**

Please submit your completed form to the office of the City Clerk, PO Box 1988,  
Washington, NC 27889 or by email [cbennett@washingtonnc.gov](mailto:cbennett@washingtonnc.gov)

Name Unigue Anderson

Address 902 Fawle Dr

Phone Numbers 252 945-7112 (Business) \_\_\_\_\_ (home, cell or both)

Email Address u/a.k.t.j@gmail.com

Do you live within the corporate limits of Washington? ( yes ( ) no

Have you ever served, or do you currently serve, on a board or commission for the City of Washington? ( ) yes ( no

If yes, please indicate the board or commission on which you serve(d).

\_\_\_\_\_

Do you anticipate a conflict of interest by serving as a member of the Human Relations Council? ( ) yes ( no

If yes, please explain. \_\_\_\_\_

Please state the reasons why you feel qualified for this appointment.

i speak for those who feel they cannot speak for themselves.

\_\_\_\_\_

Please note that this information will be used by the City Council in making their appointments to the Human Relations Council. If you are appointed, this information may be used in a news release. It will remain on file for one year after its submission.

  
(Signature)

5/27/16  
(Date)

**City of Washington Human Relations Council Application Form**

Please submit your completed form to the office of the City Clerk, PO Box 1988,  
Washington, NC 27889 or by email [cbennett@washingtonnc.gov](mailto:cbennett@washingtonnc.gov)

Name Rashell D. Carr Greenville NC  
Address 2028 Copper Beech Way Apt 107 27858  
Phone Numbers (910) 587-3998 (Business) <sup>252</sup> 940-0602 (home, cell or both)  
Email Address Rashell.Carr4@yahoo.com

Do you live within the corporate limits of Washington? ( ) yes (  ) no

Have you ever served, or do you currently serve, on a board or commission for the City of Washington? ( ) yes (  ) no

If yes, please indicate the board or commission on which you serve(d).

\_\_\_\_\_

Do you anticipate a conflict of interest by serving as a member of the Human Relations Council? ( ) yes (  ) no

If yes, please explain. \_\_\_\_\_

Please state the reasons why you feel qualified for this appointment.

\_\_\_\_\_

\_\_\_\_\_

Please note that this information will be used by the City Council in making their appointments to the Human Relations Council. If you are appointed, this information may be used in a news release. It will remain on file for one year after its submission.

Rashell Carr  
(Signature)

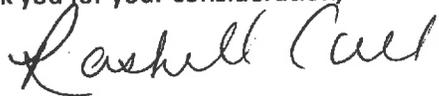
5/10/16  
(Date)

Rashell Carr  
City of Washington  
Human Relations Application Form

Please state the reasons why you feel you are qualified for this appointment.

I feel qualified for this appointment because first and foremost I strive to live a life of integrity with the ultimate goal of treating others in a fair and equitable manner. I also have acquired experience in deescalating volatile situations and complaints. In my current role as Site Leader Agape Health I utilize researched methods and serve as a community liaison. I am passionate about improving the quality of life for each patient that presents to our center. It truly would be a please to serve as a community advocate on your board.

Thank you for your consideration,

A handwritten signature in black ink that reads "Rashell Carr". The signature is written in a cursive style with a large initial 'R'.

References and Resume available upon request

Rashell Carr  
Agape Health  
Site Leader

# **Animal Control** **(Doug Mercer – Liaison)**

Requested Board Animal Control Appeals Board

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

NAME Thomas M. "J" Carter

ADDRESS 524 E. 9th, Washington NC 27889

PHONE (WORK) 252 9460351 (HOME) 252 4025296

E-MAIL ADDRESS tmcarter@ultrastat.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 46 YEARS

YEARS OF EDUCATION Assoc. / Diploma - 14 years

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

IF YES, PLEASE INDICATE Animal Control Board

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

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

Continued improvement of City through having a small voice in support  
of implementation of City ordinance. Holding enforcement accountable and seeing  
policy is properly enforced. And when called upon, use code guidelines  
to affirm and oversee proper policy in the city's best interest.

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

May 11, 2016  
Date

Thomas M. Carter  
Signature

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

Requested Board Animal Control Appeals Board

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

NAME Monica Ferrari

ADDRESS 604 W. 2<sup>nd</sup> St., Washington, NC

PHONE (WORK) (252) 975-1698 (HOME) \_\_\_\_\_

E-MAIL ADDRESS Ferrarisports07@suddenlink.net

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 8 YEARS

YEARS OF EDUCATION 16 yrs. Elem. Ed.

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

IF YES, PLEASE INDICATE Animal Control Appeals & Historic Preservation Commission

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

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

I have served on this board for the past 3 years and have been present each time that I was called. I am an animal advocate, yet appreciate any concerns or conflicts that involve the safety of our citizens and their pets. I am co-founder of

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

31 May 2016  
Date

Monica Ferrari  
Signature

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

the Washington OFF-Leash Dog Park that we established in 2009. I was directly involved in every aspect from all Fundraising, building and establishing park rules. I Feel that I am Fair and openminded and will continue to do my best on this board

Monica Ferrari

# **Electric Utilities**

## **(Larry Beeman – Liaison)**

Requested Board

Electrical  
Washington Utilities Advisory Bd

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

NAME Stewart Runby

ADDRESS 404 Kugler Kamp Rd

PHONE (WORK) 927 4981 (HOME) 945-2299 (Primary)

E-MAIL ADDRESS stewart@stewartrunby.com

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

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

YEARS OF EDUCATION 18

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

IF YES, PLEASE INDICATE WEUAA

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

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

Above average knowledge of our electrical system,

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

5/12/2016  
Date

L. Stewart Runby  
Signature

Requested Board inside planning, Docks, hist. preservation  
electric utilities

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

NAME Gillian Hookway Jones

ADDRESS 1205 N. Bonner St. Wash DC 27889

PHONE (WORK) 214 3800 (HOME) \_\_\_\_\_

E-MAIL ADDRESS gillicia6007@hotmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 10 YEARS

YEARS OF EDUCATION too many to list - 22

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

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

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

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

20 years Business + marketing experience  
MBA marketing

20 years waterfront/sailing experience

20 years historic home owner + renovations

10 years history volunteer with BATH + recenty HPOW

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

6-7-16  
Date

G Jones  
Signature

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

**Washington-Warren**  
**Airport**  
**(Doug Mercer – Liaison)**

Requested Board WASHINGTON WARREN Airport Advisory Board

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

NAME PATRICK F. NASH

ADDRESS 406 Riverside Drive

PHONE (WORK) 252 947 1538 (HOME) 252 946 5228

E-MAIL ADDRESS patrick.nash@ibywd.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 30 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE WWAAB

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

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

Current member

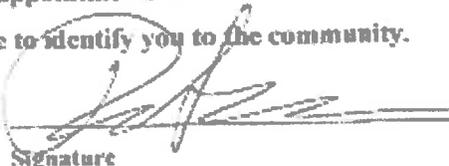
pilot

plane owner

active in economic development

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

Date 6/3/2016

Signature 

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

Requested Board WASHINGTON-WARREN AIRPORT ADVISORY BOARD

2016.11.2  
6-3-16

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

NAME GILBERT R. ALLIGOOD

ADDRESS 117 ALBEMARLE DRIVE WASHINGTON, NC 27889

PHONE (WORK) 919-418-9814 (HOME) 252-833-0837

E-MAIL ADDRESS GALLIGOOD@ATT.NET

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 78 YEARS - OFF AND ON  
34 YEARS RECENT YEARS

YEARS OF EDUCATION 18

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

IF YES, PLEASE INDICATE WWAAB

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

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

ENGINEERING AND MANAGEMENT EDUCATION AND WORK EXPERIENCE.  
56 YEARS USAF, FLYING, AND AIRPORT EXPERIENCE.  
WILLING TO WORK!

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

4-20-2016  
Date

[Signature]  
Signature

# **Waterfront Docks**

## **(Mac Hodges – Liaison)**



Requested Board Dock

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

NAME Jeffrey T Woodard

ADDRESS 301 Brick Kiln Road Washington N.C.

PHONE (WORK) 252-944-5262 (HOME) 252-946-9064

E-MAIL ADDRESS Jeff Kay W @ Hot Mail . Com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 60 YEARS

YEARS OF EDUCATION 13

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

IF YES, PLEASE INDICATE Dock

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

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

Have served on this board for 3 years  
I have extensive boating experience  
Traveled in low waterway North and South

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

5-26-16  
Date

[Signature]  
Signature

Requested Board WATERFRONT DOCKS ADVISORY

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

NAME FRED O. WATKINS, III

ADDRESS 306 SUNNYSIDE DRIVE

PHONE (WORK) 252-943-5005 (HOME) 252-946-1844

E-MAIL ADDRESS FOWATKINS@HOTMAIL.COM

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 67 YEARS

YEARS OF EDUCATION BSBA ECU

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

IF YES, PLEASE INDICATE WTDA, WATERFRONTS DOCKS ADVISORY

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

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

I HAVE LIVED ON THE PAMLICO RIVER ALL MY LIFE. I AM A VETERAN OF THE US NAVY AND AN ACTIVE SAILOR AND MOTOR BOATER. I AM AN INDEPENDENT BUSINESSMAN IN THE HOSPITALITY INDUSTRY (HOTELS). WATERFRONT DOCKS IS A HOSPITALITY BUSINESS. RENTING SLIPS IS MUCH LIKE THE COMPETITIVE HOTEL BUSINESS.

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

JUNE 7, 2016  
Date

Fred O. Watkins, III  
Signature

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

Requested Board Waterfront Docks Advisory Committee

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

NAME Ray Midgett

ADDRESS 108 Simmons St

PHONE (WORK) \_\_\_\_\_ (HOME) 704-813-8197

E-MAIL ADDRESS rlmidgett@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 11 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE Waterfront Docks, Recreation Advisory Comm.

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

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

Interest in advancing the use of Washington's waterfront and increasing the number of slip rentals

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

6/3/16  
Date

Ray Midgett  
Signature

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

Requested Board inside planning, Docks, hist. preservation  
electric utilities

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

NAME Gillian Hookway Jones

ADDRESS 1205 N. Bonner St. Wash DC 27889

PHONE (WORK) 214 3800 (HOME) \_\_\_\_\_

E-MAIL ADDRESS gillic 6007 @ hotmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 10 YEARS

YEARS OF EDUCATION too many to list - 22

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

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

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

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

20 years Business + marketing experience  
MBA marketing  
20 years waterfront/sailing experience  
20 years historic home owner + renovations  
10 years history volunteer with BATH + recenty HPOW

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

6-7-16  
Date

G Jones  
Signature

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

Requested Board City Docks Advisory Board/Committee

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

NAME R. Douglas Loew

ADDRESS 74 Ravenwood Ln, Belhaven, NC 27810

PHONE (WORK) 252-495-4368 (HOME) 252-964-4799

E-MAIL ADDRESS rdloew@yahoo.com

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

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

YEARS OF EDUCATION 4 year college + 2 year post-grad + <sup>prof.</sup> engineer

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

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

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

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

Spent past 20 years owning + managing rental boat slips on Pungo Creek  
A boat owner (both power + sail) since 1961, lived aboard 6 years  
Performed Yacht Deliveries on Atlantic ICW since 1984  
Annual travel from N.C. to Florida Gulf coast to  
maintain my blog of "Affordable Docks + Facilities on the ICW"

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

5-26-2016  
Date

R Douglas Loew  
Signature

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

- 1) I have a keen interest in keeping boating affordable for the middle class and the younger generation growing up.
- 2) As current, skilled + experienced boating enthusiasts retire from the avocation, we need to encourage and support affordable boating (both sail + power) to the next generation.
- 3) In 5 months of I.C.W. travel per year, my wife + I seek out low-cost municipal + county docks that have very little use or publicity.<sup>(vs High \$ Marinas)</sup> This leads folks to believe that traveling by cruising boats (power or sail) has become "out-of-reach" for all but the very wealthy. Life on the water should not be restricted to the very rich, or the industry + the jobs it provides will continually shrink.
- 4) I spent many years boating on the coast of Maine, where 9' tides and rocky bottoms made for very skilled captains. This experience can be put to use here when needing to deal with situations that are challenging + require a thought process "outside the box" of what Beaufort County has dealt with in years gone by.

Thank you

R. Douglas

**Washington Housing**  
**Authority**  
**(Mac Hodges – Liaison)**

Requested Board Washington Housing Authority  
Reappointment

3-5-16

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

NAME Thomas S Payne III

ADDRESS 719 West Main St.

PHONE (WORK) \_\_\_\_\_ (HOME) (252) 946-4922

E-MAIL ADDRESS tompayne@go.tricounty.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 63 YEARS

YEARS OF EDUCATION 16

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

IF YES, PLEASE INDICATE Washington Housing Authority

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

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

Served 1 term.

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

Date 3/7/2016

Signature Thomas S Payne III



# WASHINGTON HOUSING AUTHORITY

P.O. Box 1046 • 809 Pennsylvania Avenue • Washington, NC 27889  
(252) 946-0061 • Fax (252) 975-1279  
www.whamerha.com

May 31, 2016

Mayor Mac Hodges  
City of Washington  
PO Box 1988  
Washington, NC 27889

RE: WHA Board of Commissioners

Dear Mayor Hodges:

Mr. Tom Payne's term as Commissioner of the Washington Housing Authority will expire on June 30, 2016.

Mr. Payne is dedicated to the work of the Washington Housing Authority and his attendance is outstanding. Currently, he is the Chairperson to the Board. He has indicated a willingness to serve again, if reappointed.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Jeannie Neal".

Jeannie Neal  
Executive Director

cc: Tom Payne





## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Robbie Rose, Fire Chief  
**Date:** June 6, 2016  
**Subject:** Approve Budget Ordinance Amendment & Purchase Order – 2016 Smeal Fire Engine

**Applicant Presentation:**  
**Staff Presentation:**

**RECOMMENDATION:**

I move that the City Council approve the Budget Ordinance Amendment and subsequent purchase order in the amount of \$466,342.23 for the purchase of a 2016 in stock/Demo Smeal Fire Engine.

**BACKGROUND AND FINDINGS:**

After receiving proposals for stock/demo fire engines from the vendors and considering which truck best met our specifications, we are requesting the approval to purchase an in stock Smeal fire engine from Smeal Fire Apparatus. The primary justification for this choice is that it's top mount pump design and specifications best meet the needs of the department for a front line fire engine. After meeting with the sales representative and completing the specification process to more specifically equip the truck to meet our specifications the submitted base proposal price of \$444,986 increased the final delivery price to \$466,342.23. The truck was manufactured in January 2016 and currently has an estimated 5,700 miles as it is being used as a factory stock/demo truck. Included in the price of the truck, the vendor will schedule travel to the factory in Nebraska by two departmental representatives for final inspection of the truck prior to delivery.

**PREVIOUS LEGISLATIVE ACTION:**

**FISCAL IMPACT:**

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

**SUPPORTING DOCUMENTS:**

Copy of bid proposals

City Manager Review: ARW Concur June 13, 2016 Recommend Denial \_\_\_\_\_ No Recommendation  
6/7 Date Page 104 of 113

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2015-2016**

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

Section 1. That the Estimated Revenues in the Vehicle Replacement Fund be increased in the following amounts and accounts:

86-60-3991-9910	Fund Balance Appropriated	\$ 500,000
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Section 2. That the following account numbers in the Vehicle Replacement Fund appropriations budget be increased in the amounts indicated:

86-60-4930-4340	Vehicle Replacement- Fire	\$ 500,000
-----------------	---------------------------	------------

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

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

Adopted this the 13th day of June, 2016.

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

**ATTEST:**

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

## **BID PROPOSALS VENDOR LISTING**

All vendors received copies of Request for Proposals via e-mail on April 25, 2016. All proposals were due back no later than May 20, 2016.

<b><u>VENDOR</u></b>	<b><u>TRUCK BRAND</u></b>	<b><u>Bid Proposal</u></b>
C.W. Williams	Rosenbauer	\$433,286
Atlantic Coast Fire Trucks	Smeal	\$444,986
Fire Connections	E – One	454,000
Fire Connections	E – One	\$474,000
Atlantic Emergency	Pierce	\$486,476
C & C Fire Apparatus	Ferrara	No bid proposal received
Mike Watts	Toyne	No stock inventory
First Choice Fire	Spartan Custom	No bid proposal received



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Frankie Buck, Public Works Director *FB*  
**Date:** 6-3-2016  
**Subject:** Adopt a Resolution Authorizing the Mayor to accept the loan assistance from Clean State Revolving Fund Program

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

### RECOMMENDATION:

I move Council adopt the attached resolution authorizing the Mayor to accept the loan assistance from The Clean Water State Revolving Fund Program.

### BACKGROUND AND FINDINGS:

In March of 2015 the City of Washington applied for a loan from Clean Water State Revolving Fund Program. The loan is to be used for sewer rehabilitation in an effort to reduce infiltration into the sanitary sewer system through a combination of lining existing pipe, point repairs, pipe replacement and manhole lining. The City of Washington has been approved for \$ 2,000,000 with \$ 500,000 in principal forgiveness.

### PREVIOUS LEGISLATIVE ACTION:

Council previously approved the resolution to apply for the Clean Water State Revolving Fund Program loan March 18, 2016.

### FISCAL IMPACT

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

### SUPPORTING DOCUMENTS

Attached Resolution

**City Manager Review:** *FB* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
*6/7* Date

## RESOLUTION BY GOVERNING BODY OF APPLICANT

**WHEREAS,** the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

**WHEREAS,** the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$2,000,000 for the construction of Sanitary Sewer System Rehabilitation 2015, and

**WHEREAS,** the City of Washington intends to construct said project in accordance with the approved plans and specifications,

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

That the City of Washington, does hereby accept the State Revolving Loan offer of \$2,000,000.

That the City of Washington does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II – Assurance will be adhered to.

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

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

Adopted this the 13<sup>th</sup> day of June, 2016 at Washington, North Carolina.

---

(Signature of Chief Executive Officer)

---

Date

**CERTIFICATION BY RECORDING OFFICER**

The undersigned duly qualified and acting City Clerk of the City of Washington does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the acceptance of a loan with the State of North Carolina, as regularly adopted at a legally convened meeting of the Washington City Council duly held on the 13<sup>th</sup> day of June, 2016; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

(Signature of Recording Officer)

---

(Title of Recording Officer)



**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director  
**Date:** June 13, 2016  
**Subject:** Approve Grimesland Project Engineer PO  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that City Council approve a \$20,000 PO to Booth & Associates, Inc. for developing the bid specifications and managing the bid process for the Grimesland Road project.

**BACKGROUND AND FINDINGS:**

Project is budgeted for FY 2016 fiscal year. Booth will manage the bidding process for this project with bids to be received and awarded prior to fiscal year end. Project is to provide electric tie in from Clarks Neck Road to Wharton Station Road and includes a river crossing.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

Currently Budgeted  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Requisition

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

**Requisition #:** 1821  
**PO #:** Not Assigned  
**User Name:** Jclark

**Date:** 5/16/2016  
**Approved By:**  
**Approved Code:**  
**Total Amount:** \$20,000.00  
**Ship To:** CITY OF WASHINGTON  
WAREHOUSE (ELEC)

BOOTH & ASSOCIATES, INC.  
5811 GLENWOOD AVE., SUITE 109  
RALEIGH, NC 27612

confirming  
Electric  
Jeff Clark  
341-0844

Quantity	Item Description	Project Number	Unit Price	Extended
1	Engineering work on Grimesland Road project		\$20,000.00	\$20,000.00

<b>Sub Total</b>	\$20,000.00
<b>Shipping</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$20,000.00

Account Number	Account Description	Amount
35-90-8390-7400	EQUIPMENT PURCHASES	\$20,000.00
<b>Total</b>		\$20,000.00

**Requisition Approval History**

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

**Mayor**  
Mac Hodges

**City Manager**  
Bobby Roberson



**City Council**  
Larry Beeman  
Richard Brooks  
Virginia Finnerty  
Doug Mercer  
William Pitt

MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Bobby Roberson, City Manager

**SUBJ:** Discussion to Waive Impact Fees 6 months

**DATE:** June 2, 2016

The Public Works Department currently charges impact fees for water and sewer taps. The cost for residential services is \$332 for water and \$588 for sewer. The funds collected from these impact fees are used for infrastructure improvements only; these fees are not used for operations.

In an effort to increase residential development, I am requesting your consideration to waive water and sewer impact fees for a period of six months beginning July 1, 2016 and ending December 31, 2016. By waiving these fees, it will save a residential customer building a new home \$920.

<b>Current</b>	<b>Fee</b>	<b>Proposed</b>	<b>Fee</b>
<b>Water Tap Fee</b>	<b>800.00</b>	<b>Water Tap Fee</b>	<b>800.00</b>
<b>Sewer Tap Fee</b>	<b>1,000.00</b>	<b>Sewer Tap Fee</b>	<b>1,000.00</b>
<b>Water Impact Fee</b>	<b>332.00</b>	<b>Water Impact Fee</b>	<b>0</b>
<b>Sewer Impact Fee</b>	<b>588.00</b>	<b>Sewer Impact Fee</b>	<b>0</b>
<b>Total</b>	<b>\$ 2,720.00</b>	<b>Total</b>	<b>\$ 1,800.00</b>

A handwritten signature in blue ink, likely of Bobby Roberson, is located in the bottom right corner of the page.

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME Ty Carter

ADDRESS 524 East 9th Street, Washington, NC 27889

PHONE NO. (BUSINESS) 252-946-0351 (HOME) 252-946-0351

EMAIL ADDRESS: tmcarter@ultrastat.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 46 Years

EDUCATION Associated Technical College Degree

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?  YES  NO  
IF YES, PLEASE INDICATE Animal Control Board

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: \_\_\_\_\_  
Animal Control Board

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION.  
Lifetime Citizen of Washington, traveled for business for 5 years and my opinion and insight is just as qualified as any other.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed.  
To ensure that the locality and original moniker of the City of Washington is well preserved and not influenced by external non-city residence.

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

June 9, 2016

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

NAME Beth Byrd  
ADDRESS 200 Isabella Ave, Washington, NC 27889  
PHONE NO. (BUSINESS) 252-940-3638 (HOME) 252-946-9620  
EMAIL ADDRESS: bbbbcnc@ymail.com  
HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? <11 years  
EDUCATION Some college

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?  YES  NO  
IF YES, PLEASE INDICATE Founding organizer for Washington Waterfront docks  
Advisory Board

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE:  
Historic Port of Washington / Relay for Life - Beaufort County /  
Chamber Ambassador

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION. I have been in Marketing over 25 years  
I grew up in family that was in hospitality - Hotel management + restaurants  
I was Exec Director of WTDA (Harbor District Alliance) over 8 years  
and am very familiar w/ downtown Washington and its tourism potential

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed. I hope to be a board member of WTDA  
so that I may continue to help Washington reach its potential  
as an awesome place to visit. Tourism is an industry that  
could become a significant source of revenue for the area.  
Washington has already grown so much in the tourism direction, I hope  
to make sure it continues

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

Beth Byrd  
Signature

6/13/2006  
Date

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

CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

NAME William (Bill) Clark

ADDRESS 203 S. Academy St.

PHONE NO. (BUSINESS) 252-548-1636 (HOME) 252-975-3335

EMAIL ADDRESS: mershonbill@aol.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 8 yrs.

EDUCATION B.S. plus Post Graduate / Production Mgmt. Industrial Engineering

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?  YES  NO  
IF YES, PLEASE INDICATE \_\_\_\_\_

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: \_\_\_\_\_

Moss Landing HOA, President  
Washington Waterfront Underground Railroad Museum  
Re-enactor, George Washington for city functions

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT  
MAKES YOU QUALIFIED FOR THIS POSITION. While I have no direct T+T  
experience I have been an effective business leader for 30  
years involving extensive National and International travel and  
dealt with local, state and federal agencies

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of  
sheet if additional space is needed. As a resident and co-owner of a business  
in downtown I am very interested in a strong and vibrant tourist  
presence. I have worked on many business boards and understand  
the value & importance of an engaged board member. I am retired and  
have the time and energy required to fulfill board requirements.

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

WCC Clark 6/8/16  
Signature Date

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

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME Larry F. Stegall

ADDRESS 409 East 2<sup>nd</sup> St.

PHONE NO. (BUSINESS) 919-815-7928 (HOME) \_\_\_\_\_

EMAIL ADDRESS: Larry.Stegall@aol.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 3 mos.

EDUCATION B.S. Degree (Graduate Study)

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY?  YES  NO  
IF YES, PLEASE INDICATE \_\_\_\_\_

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: \_\_\_\_\_  
Scouting and YMCA, PTA President

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT  
MAKES YOU QUALIFIED FOR THIS POSITION. Work Experience; planned  
continuing ed. classes, conventions and workshops for groups  
all over NC.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of  
sheet if additional space is needed. Want to join because I have  
recently moved to the Washington Area, love it, and see  
the potential of growth.

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

  
Signature \_\_\_\_\_ Date 06/10/16

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

Requested Board Historic Preservation Commission

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

NAME Cheri Vaughn

ADDRESS 210 S. Academy St, Washington, NC 27889

PHONE (WORK) 919-274-9729 (cell) (HOME) 252-833-0033

E-MAIL ADDRESS cherivvaughn@gmail.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 5 YEARS

YEARS OF EDUCATION B.S.

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

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

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

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

Having lived in downtown Washington for five years I understand the importance of maintaining and improving the historic district as a draw for tourism and improving the local economy. I am also on the Board of Moss Landing HGA?

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

Date 6/10/16

Signature Cheryl Vaughn

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