



APRIL 9, 2012
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from March 12 & March 26, 2012 **(page 4)**

Approval/Amendments to Agenda

I. Consent Agenda:

- A. Approve – Youth Sports Agreement **(page 42)**
- B. Authorize/Approve – Purchase of a Bucket Truck through the piggyback of the City of Washington's purchase order # 46840 and Approve the purchase order to be written **(page 49)**
- C. Adopt – Ordinance to Amend the Festival Park Capital Project **(page 50)**
- D. Adopt – Budget Ordinance Amendment Capital Outlay – installment purchases **(page 52)**
- E. Authorize – City Manager to enter into a three year agreement with Compensation Claims Solutions (\$20,000) **(page 55)**
- F. Adopt – Resolution Authorizing the Deputy Finance Officer to sign Pre-audit certificate **(page 61)**
- G. Approve – Capital Improvement Plan FY 2012-2013 **(page 63)**
- H. Declare Surplus/Authorize – Declare surplus and authorize the sale of the following vehicle through electronic auction using GovDeal **(page 66)**
- I. Approve – Purchase Orders >\$20,000 **(page 67)**

II. Comments from the Public:

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

- A. None –



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- IV. Public Hearing – Other:
- A. Public Hearing – Adopt Resolution authorizing submission of 2012 Public Waterfront Access Grant Fund application **(page 69)**
 - B. Public Hearing – Authorize submission of FY 11 Community Development Block Grant funds, Catalyst grant **(page 75)**
 - C. Public Hearing – Adopt Resolution supporting submission of Division of Community Investment and Assistance’s Small Business Entrepreneurial Assistance grant program (\$240,000) **(page 82)**
- V. Scheduled Public Appearances:
- A. Mr. Kevin Clancy - Little Washington Sailing Club **(page 88)**
- VI. Correspondence and Special Reports:
- A. Memo – Beaufort County Arts Council **(page 89)**
 - B. Memo – East Carolina Wildfowl Guild Budget Transfer **(page 90)**
- VII. Reports from Boards, Commissions and Committees:
- A. Human Relations Council **(page 92)**
 - B. Washington Tourism Development Authority **(page 94)**
 - C. Financial Reports **(emailed as available)**
- VIII. Appointments:
- A. Appointments: – Washington Housing Authority and Parks & Recreation Advisory Board **(page 95)**
- IX. Old Business:
- A. None –
- X. New Business:
- A. Approve/Authorize – Director of Parks and Recreation to execute Waterfront Docking Agreement with NCSB, LLC for the schooner, Jeanie B **(page 99)**
 - B. Authorize – City Manager to sign the FY 2013-2017 TIP submission for Warren Field **(page 106)**



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- C. Authorize/Approve – City Manager to negotiate an engineering contract for parallel water line from the water treatment plant **and** Approve the corresponding purchase order **(page 109)**
- D. Adopt/Authorize – Adopt Resolution to lease property off Water Street and adjoining the old “McQuay” Building to Friedman-Ravenwood, LLC **and** Authorize City Manager to execute a lease agreement with Friedman-Ravenwood, LLC **(page 110)**
- E. Adopt – Ordinance to Amend Ch. 2 Administration, Article X, Housing Authority, and Article XX, Boards, Commissions and Committees **(page 122)**
- XI. Any Other Items From City Manager:
 - A. None
- XII. Any Other Business from the Mayor or Other Members of Council
 - A. Report – Revised Procedures for Utility Construction Agreements & Payment Process (NCDOT) – **(Councilman Pitt) (page 125)**
- XIII. Closed Session – Under § NCGS 143-318.11(a)(1) disclosure of confidential information and § NCGS 143-318.10 (e) the public records act
- XIV. Adjourn – Until April 23, 2012 at 5:30 pm, in the Council Chambers at the Municipal Building.

The Washington City Council met in a regular session on Monday, March 12, 2012 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Bobby Roberson, Mayor Pro tem; Josh Kay, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Chief Financial Officer; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Planning Director; Keith Hardt, Electric Director; Major Sandy Blizzard, Police Department; Philip Mobley, Parks and Recreation Director; Susan Hodges, Human Resources Director; Mike Voss, of the Washington Daily News.

Mayor Jennings called the meeting to order and Mayor Pro tem Roberson delivered the invocation.

RECOGNITION OF BOY SCOUT

City Council recognized Michael Asby, representing Boy Scout Troop #99.

APPROVAL OF MINUTES

Councilman Mercer requested an amendment to page 19 of the February 13, 2012 minutes regarding the Audit Contract for Martin Starnes & Associates, CPA, Inc. He requested that the statement be added that “The company should be put on notice that if they come in with the same quality of work that they have been producing in the last three years, then next year the Council will review their contract.”

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council approved the minutes of February 13th as amended & February 27th as presented.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Pro tem Roberson requested adding under XII.A: Recognition of the City employees working in the central business district and historic district and the good work they have been doing downtown.

Mayor Jennings noted the amendments by staff to the agenda:

1. Add: Adopt Resolution to enter and execute Airport Drainage Agreement (F.1)
2. Add: Adopt Resolution in support of NCDOT to mill and resurface the intersection of 5th and Bridge Streets (New Business: J)
3. Add: Request from CATS about Town for exemption from Section 22-97 of the City Code.
4. Add: Closed Session 143-318.11(a)(5) Potential Acquisition of Real Property – 1st Presbyterian Church Property Exchange

Councilman Mercer requested adding under XII.B: Utilities Capacities & Uses

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

**PRESENTATION OF POLICE SHIELD TO MATTHEW BAILEY –
WASHINGTON POLICE DEPARTMENT (RETIRED)**



CONSENT AGENDA

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

- A. Approve – Budget Ordinance Amendment for the Electric Fund (\$70,255)
**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

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

Section 1. That account number 35-90-3500-3605, NC DOT Reimbursements, portion of the Electric Fund revenue budget be increased in the amount of \$70,255.

Section 2. That the following accounts and amounts be increased in the Electric Director portion of the Electric Fund appropriations budget:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
35-90-7220-0411	Us Hwy 17 Relocation- 2510C	\$20,620
35-90-7220-5601	Hwy 32 DOT Bridge Project	49,635
	Total	\$70,255

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 12th day of March, 2012.

Attest:

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

**s/N. Archie Jennings, III
Mayor**

- B. Declare Surplus/Authorize – Declare surplus and authorize the sale of vehicle through electronic auction using GovDeals

Vehicle Number	Make/Model Description	Serial Number	Odometer Reading
#415 2004	Ford F350 Cab & Chassis	1FDWF36P74EC41914	57,876

C. Adopt – Budget Ordinance for Reallocation of CDBG Funds

**AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCES
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

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

Section 1. That the account numbers in the CDBG Affordable Housing Grant Project Fund appropriations budget be increased or decreased by the following amounts.

50-60-4930-0400	Administration	\$(5,000)
50-60-4930-0401	Planning	<u>5,000</u>
		0

Section 2. That the account numbers in the CDBG Keysville Road Subdivision Grant Project Fund appropriations budget be increased or decreased by the following amounts.

51-60-4930-4500	Street Improvements	\$(22,416)
51-60-4930-4501	Water Improvements	14,728
51-60-4930-4502	Sewer Improvements	<u>7,688</u>
	Total	0

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 12th day of March, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

D. Approve – Purchase Orders >\$20,000

#10905, \$23,400 to Concrete Conservation, Inc. to rehab manholes along U.S. 264W, account 32-90-8210-4500.

#10925, \$21,050 to Lee Electrical Construction, Inc. to install an antenna structure for the SCADA communication network, accounts 30-90-8100-7000 & 35-90-8370-7403. \$60,000 was budgeted for this project. It is anticipated that there will be \$5,000 of related expenses in addition to this P.O. to complete the project.

COMMENTS FROM THE PUBLIC (none)

BEAUFORT COUNTY PIRATES CLUB – BLUE GRASS FESTIVAL

Amy Ward & Mac Hodges, Beaufort County Pirates Club presented a request to Council to hold a Blue Grass Festival on May 20, 2012. Mr. Hodges requested to have the same rent rate as the Festival Park Partners. (Council will review the rates for Festival Park later in the meeting.) Mr. Hodges’ rate request will be considered at the April 9th Council meeting.

Kristi Hardison, Parks and Recreation explained that they have submitted a Special Events application and their request is similar to the events at the Beach Music Festival. They are requesting permission to have alcohol on site and the ability to reserve the free docks for this event.

By motion of Councilman Moultrie, seconded by Councilman Pitt, Council approved the request from the Beaufort County Pirates Club to host a Blue Grass Festival at Festival Park on May 20, 2012. Motion carried 3-2. Mayor Pro tem Roberson and Councilman Mercer voted against the request due to the allowance of alcoholic beverages being permitted at the event.

(memo)Beaufort County Pirate Club Bluegrass Festival

Proposed Date: Sunday 5/20/12

Proposed Location: Festival Park

We are planning to have the 1st Annual Beaufort County Bluegrass Festival at Festival Park with 3 bands playing music on Sunday afternoon. We are planning to charge \$10 per ticket. We would like the two docks closest to Festival Park to prevent folks from coming into the Park area without paying for tickets. We would also like to allow canned beer in coolers brought by the concert goers. This will be a great event for Beaufort County and we are planning on using some of the proceeds to help fund the NFL Day along with the Boys and Girls Club of Beaufort County. The Pirate Club plans to help bring over 500 kids to meet over 8 NFL players and have free hotdogs, games and get to meet and play with the players. We are also expecting to get Coach Ruffin McNeill to come over to meet the kids. We really want this event to be for and all about the kids.

Thank you for your help with this event.

Sincerely,

Amy Ward - President, Beaufort County Pirate Club (end)

WHDA MARITIME TEAM – “JEANNIE B” DOCKING

Beth Byrd, WHDA introduced Dr. Lee Sutton, owner of Jeanie B.

(memo/presentation)Partnership between Schooner Jeanie B and the City of Washington. Jeanie B a 72’ tall masted Schooner built in 1985. Jeanie sails with education and teaching as her mission. She provides team building and character development for young men and women of Eastern North Carolina. The Jeanie B can accommodate up to 25 passengers and has sleeping quarters for 12 passengers. No one will live aboard the vessel while docked in Washington. The Jeanie B would be away for Washington on all weekends and from June 15 to August 15. While away the slip could be leased to transient boaters. January 1 of any given year until approximately June 15, the Schooner Jeanie B would occupy space on the waterfront. And then from August 15 until December 31, Jeanie B would be back in Washington. When in Washington Jeanie B will offer scheduled sunset/star gazing trips on Sunday, Wednesday and Thursday afternoon/evenings. Monday, Tuesday would allow for tours.

The Jeanie B requests from the City of Washington in this proposed partnership:

- Waiver of slip rental on an annual basis.
- Approval of commercial activity for the Jeanie B on the City of Washington docks.
- The approval to move forward with the partnership as legal counsel reviews and approves the agreements. Jeanie B would like to come to Washington to celebrate the Vernal Equinox on March 20th, 2012.

- A five year commitment, with annual reviews and modifications. Jeanie B hopes to make Washington its homeport for the foreseeable future. Schooner Jeanie B will extend, as a minimum, a guaranteed amount of \$2,700 or 20% of total revenues generated from any/all sailings from the waterfront of the City of Washington, whichever is greater.

All insurance requirements will be met, pump-out needs minimal. Named storms- Jeanie B will go elsewhere. That partnership between Jeanie B and Washington will simply be a 72' tall masted jewel in a crowned waterfront that already has beauty, structure and success. To see the Jeanie B and to associate her with Washington would be an alliance between the two. It doesn't take long to see the potential of tourism, engagement and visibility along the waterfront. The images above describe the piece that completes the waterfront of Washington. Imagine Jeanie B alongside the docks of Washington with groups of people to see her, to sail her, to come to the City of Washington to experience the congenial atmosphere, the shops and businesses and the docks and waterfront.

The basis of the partnership would be a symbiotic event for both schooner and city. The educational activities and schooling that go on aboard Jeanie B will complement the existing waterfront and rich history of Washington. Jeanie B sails with Boy Scouts of America as well as Camps Sea Gull and Seafarer, both YMCA camps located in Eastern North Carolina along the Neuse River. The Boy Scouts are the East Carolina Council, based in Kinston, NC with their Pamlico Sea Base just 7 miles east of Washington along Blounts Bay. The Jeanie B would sail on weekends and summers (June 15 August 15) with those educational opportunities and take her new Washington roots with her wherever she would sail with those groups; Ocracoke, Manteo, Belhaven, Edenton. As she sails from port to port, she would be a tall ship sailing ambassador for the City of Washington as she educates and provides team building and character development for young men and women of Eastern North Carolina, with her base and home on the waterfront of Washington as the jewel of the crowned waterfront. How appropriate when Jeanie B pulls into the various ports, that she could be recognized as the Schooner of Washington, or hear along the waterfront of other towns, "wow, she's sailed from Washington, NC maybe we could go see her in Washington." Bringing folks to the City of Washington and the waterfront is the symbiosis that Schooner Jeanie B can provide.

The activities of Jeanie B in Washington would be centered around tours and sailings from the city's docks. Sunday, Wednesday and Thursday afternoon/evenings, there would be scheduled sunset/star gazing trips. Monday, Tuesday would allow citizens from the city or all over Eastern North Carolina or points beyond to freely tour the schooner with lessons on her history, her school ship aspect and what tall ships were doing along the Washington waterfront many years ago. They would also receive short narratives about the history of the Pamlico River, the waterfront and its importance in Washington's history. Excerpts from topics such as, "From the late 1700s, the town's nearness to water made it a vital trade center. At any given time, as many as 20 vessels were docked in the harbor. Washington was a source of tar, pitch, turpentine, rosin, shingles, furs, tobacco and beeswax, among other things." These free tours would highlight some of these historical aspects for the City of Washington.

Clearly, there would be financial benefits for both the Jeanie B and the City of Washington. Jeanie B would sail and receive the revenues of the passengers sailing with her. The city would receive visibility, increased tourism and families simply coming to Washington to see the Jeanie B, stroll along the waterfront as well as Main Street and visit shops and restaurants in the city.

Also, the Jeanie B, would in cooperation with the City of Washington, pledge 20% of all revenues generated from the departure of passengers from the city docks meaning that any trip departing from the waterfront of Washington with paying passengers, the city would receive 20% of all those revenues. It would be an annual payment to the City of Washington. This topic, as with other logistical points about the partnership, will be discussed further and included in an addendum at the end of this document. The revenue generated from the city docks for Jeanie B would be a distant second to the overall benefits of a tall masted schooner along the waterfront of Washington a city that had schooners in the past and that would become just as visible and recognized as compared to many years ago. The Jeanie B would complement the waterfront just as the City of Washington can complement the Jeanie B.

The Jeanie B requests from the City of Washington in this proposed partnership a 1) waiver of slip rental on an annual basis, 2) approval of commercial activity on docks at City of Washington. In return, the Jeanie B would extend to the City of Washington the outlined revenues above (and to be explained further in addendum).

This proposed partnership between Washington and Schooner Jeanie B is natural and easy to see the potential. We would hope the City of Washington incorporates Schooner Jeanie B into the vision, direction and overall niche of the city. As one strolls down the waterfront of Washington, one comes upon a children's playground; a playground that's graced by a make-believe or play structure of a tall masted schooner. If the city either inadvertently or on purpose placed that playground to inspire children's imaginations during play, why couldn't the Schooner Jeanie B inspire adults' imaginations that have funds to spend in the city as they shop, dream and immerse themselves in the new ambience of the waterfront and the City of Washington.

To celebrate the arrival and new relationship between the City of Washington and the Schooner Jeanie B, it would be proposed that March 21, 22,23 and 24 be used to 'kick off' the celebration and arrival of Schooner Jeanie B. March 21 would see the arrival of Jeanie B with a lecture that evening in the Estuarium. The lecture would be given by Dr. Lee Sutton, free of charge, similar to the lecture that was given last summer in honor of Jeanie B coming to Washington. That date is the Vernal Equinox and the Jeanie B teaches astronomy, celestial navigation and that date would be in celebration of what the Jeanie B teaches throughout the weekends and summers as she sails with Camps Sea Gull/Seafarer and the Boy Scouts of America. Thursday/Friday March 22,23 would see the Jeanie B open for the aforementioned free tours of the vessel and then Saturday March 24 several 2-3 hour trips from the City Docks to promote and educate those in Washington, Greenville, Raleigh about Jeanie B. It would be hoped that press releases, media coverage (Reflector, News and Observer, etc) and television could accompany the arrival. The perfect timing would be around the Vernal Equinox with its inclusion into the teaching aspect of the ship.

The waterfront and city is a place that already sees many people coming to enjoy the beauty of the natural world that is the Pamlico River. Add a tall masted schooner to that waterfront and have it live and call Washington home and you create a partnership that is not only win / win for ship/city but you also create experiences and dreams for many people coming to see, sail and simply visit the City of Washington. Captain Lee Sutton -Schooner Jeanie B(end)

Mayor Pro tem Roberson noted that he would prefer a five year agreement instead of an open ended agreement. The time frame would allow Council to re-evaluate the agreement at the end of five years. Councilman Pitt said this is a great opportunity for the City of Washington. Councilman Mercer expressed concern with the potential loss of revenue by allowing the Jeanie B to use dock C at no charge for dock rental/utilities. Dr. Sutton explained that the schooner would be away for Washington on all weekends and from June 15 to August 15. While away the slip could be leased to transient boaters. Councilman Brooks suggested that the City should charge for the dock space. Dr. Sutton explained that the Jeanie B, would in cooperation with the City of Washington, pledge 20% of all revenues generated from the departure of passengers from the city docks, meaning that any trip departing from the waterfront of Washington with paying passengers, the city would receive 20% of all those revenues. It would be an annual payment to the City of Washington. Dr. Sutton reviewed that he was allowed to dock in Morehead City docks free of charge. Each trip could take 20-25 passengers at a cost of \$40 for a 3 ½-4 hour tour.

A motion was made by Mayor Pro tem Roberson and seconded by Councilman Pitt, to approve the proposal as submitted with a 5 year limitation on the agreement. Councilman Mercer asked to amend the motion to include the allowance of commercial activity on the waterfront at dock C.

Mayor Pro tem Roberson and Councilman Pitt agreed to the amendment. Therefore, by motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council approved the proposal as submitted and authorized the City Attorney to compile the agreement that will allow for commercial activity on the waterfront at dock C. Councilman Brooks opposed, motion carried 4-1.

Proposal:

- Waiver of slip rental on an annual basis.
- Approval of commercial activity for the Jeanie B on the City of Washington docks.
- The approval to move forward with the partnership as legal counsel reviews and approves the agreements. Jeanie B would like to come to Washington to celebrate the Vernal Equinox on March 20th, 2012.
- A five year commitment, with annual reviews and modifications. Jeanie B hopes to make Washington its homeport for the foreseeable future. Schooner Jeanie B will extend, as a minimum, a guaranteed amount of \$2,700 or 20% of total revenues generated from any/all sailings from the waterfront of the City of Washington, whichever is greater.

PUBLIC HEARING - ADOPT – ANNEXATION ORDINANCE TO EXTEND THE CITY OF WASHINGTON CORPORATE LIMITS FOR NON-CONTIGUOUS PROPERTY OWNED BY BODDIE-NOELL

Mayor Jennings opened the public hearing. John Rodman, Planning Director explained that at the November 28, 2011 City Council Meeting, Council adopted a resolution calling for a public hearing on the request for an annexation of the non-contiguous property currently owned by Herbert A. Perry. The property is located on US Hwy 264 West and contains 2.55 acres. It is planned for commercial activity, so there will be no change in population after the annexation is completed. The current zoning is B-2 General Business and is currently located in our ETJ. The cost benefit analysis is preliminary. After the public hearing if Council desires to proceed with the annexation the ordinance needs to be adopted that will place the property inside the city limits effective May 14, 2012.

Boddie-Noell Enterprises (Hardees)
US Hwy 264 West
Estimated General Fund Revenues/Costs (2012)

<i>Annexation Name:</i>	Boddie-Noell Enterprises
<i>Number of Parcels:</i>	1
<i>Acreage:</i>	2.55 acres
<i>General Location:</i>	US Hwy 264 West
<i>Population:</i>	0 persons
<i>Public Streets:</i>	US Hwy 264 – State maintained
<i>Current Total Assessed Tax Value:</i>	\$200,000
<i>Current Zoning:</i>	B-2 (General Business)
<i>Notes:</i>	Located in ETJ

Estimated General Fund Revenues			1st Year	2nd Year
Real Property Tax	1 st Year	2 nd Year	\$1100	\$3437
	\$200,000	\$625,000		
Personal Property			\$0	\$206
Sales Tax			\$0	\$0
Vehicle Tax			\$0	\$0
Utilities Franchise Tax			\$0	\$0
Powell Bill Funds			\$0	\$0
Storm Water Assessment			\$648	\$648
Sanitation Fee			\$696	\$696
Cable TV			\$0	\$0
Beer and Wine Tax			\$0	\$0
Total Estimated Revenues			\$2444	\$4987

Estimated General Fund Costs		1st Year	2nd Year
Administrative Services		\$500	\$0
Added Fire Protection		\$50	\$50
Added Police protection		\$0	\$0
Street Maintenance		\$0	\$0
Street Lighting		\$0	\$0
Solid Waste		\$0	\$0
Public Works		\$500	\$500
Recreation		\$0	\$0
Start Up Costs		\$500	\$0
Total Estimated Costs		\$1550	\$550

Estimated Costs of Property Owner		
Water/Sewer Tap Fees*	\$1436	\$0
Water/Sewer Impact Fees*	\$920	\$0
Environmental Fee*	\$1000	\$0
Fire Hydrant	\$0	\$0
*To be paid by property owner	\$3356	\$0
**Only in City Limits		

Water/Sewer Rates	1" Meter	1" Meter
Inside City Limits	Avg. Monthly Use 8560 Cu. Ft.	Avg. Monthly Use 8560 Cu. Ft.
	Water	Sewer
	\$307 x 12 = \$3684/yr	\$391 x 12 = \$4692
Outside City Limits	Avg. Monthly Use 8560 Cu. Ft.	Avg. Monthly Use 8560 Cu. Ft.
	Water	Sewer
	\$439 x 12 = \$5268/yr	\$468 x 12 = \$5616
	-\$1584	-\$924
Total	-\$2508	

Cost/Benefit	1st Year	2nd Year
Estimated Revenues	\$5800	\$4987
Estimated Costs	\$4058	\$3058
Total	+\$1742	+\$1929

Mayor Pro tem Roberson inquired about fire hydrant set-up/fire protection. Mr. Rodman assured him that the Fire Marshall has reviewed and approved the plan. Being there is an existing fire hydrant in close proximity, there is no need to install an additional hydrant.

There being no public comments, Mayor Jennings closed the public hearing.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the adoption of the annexation ordinance to extend the City of Washington corporate limits for the non-contiguous annexation of the Boddie-Noell property located on US Hwy 264 West and containing 2.55 acres.

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

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

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

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question on of this annexation was held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2 Street at 6:00 p.m. on Monday, March 12, 2012, after due notice by the Washington Daily News on March 2, 2012 & March 9, 2012;

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

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

Section 1. By the virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Washington as of May 14, 2012:

Being all of that tract of land noted on that survey “Boddie-Noell Enterprises, Inc.” by AES Consulting Engineers dated September 14, 2011 and being located Washington Township, Beaufort County North Carolina and being more particularly described as follows;

Beginning at a Point of Beginning, an iron pipe found, which is on the south side right-of-way line for “West 5th Street”, US Route 264 and is the northwest corner of the land standing in the name of Alton L. Griffin and Judy Griffin, whose Northing is 672674.374 and whose Easting is 2566779.356 (NAD 83 SPCS NC 3200); Thence a bearing of 5 48 05 42 W a distance of 301.40 feet along the western boundary of said land and the western boundary line of the land standing in the name of Randy Martin Howard & Mildred Jacobs Howard to an iron pipe

found, said line intersecting with the north side of the 60' perpetual easement of right-of-way for "P and G Lane", Thence a bearing of N 41 38 53 W a distance of 370.29 feet, along the north side of said right-of-way and the northern boundary line of the land standing in the name of Herbert A. Perry, to an iron pipe found; Thence a bearing of N 48 06 37 E a distance of 299.76 feet along the eastern boundary line of the land standing in the name of Belvue Properties LLC and the eastern boundary line of the land standing in the name of Taylor Oil Company, to a bent iron pipe found, said line intersecting with the south side of the right-of-way for "West 5th Street", US Route 264; Thence a bearing of S 41 54 06 E a distance of 370.20 feet along the southern right-of-way line of said road to an iron pipe found, Point of Beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 2.55 acres more or less.

Section 2. Upon and after May 14, 2012, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Washington and shall be entitled to the same privileges and benefits as other parts of the City of Washington. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

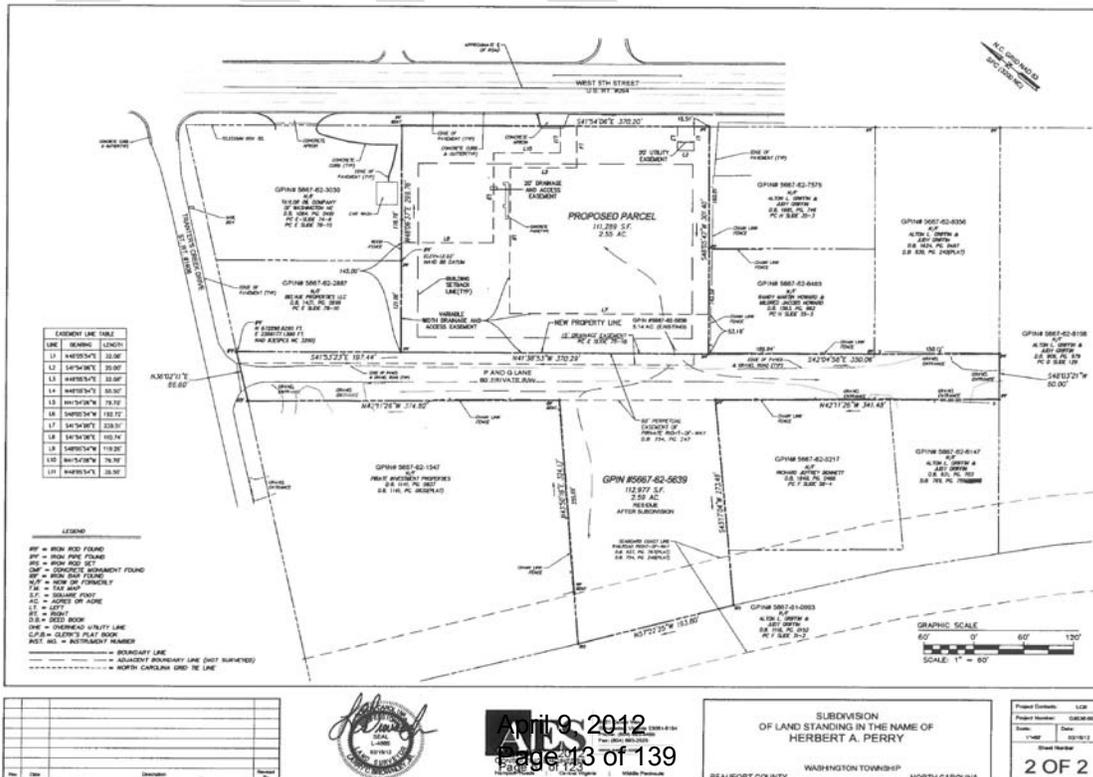
Section 3. The Mayor of the City of Washington shall cause to be recorded in the office of the Register of Deeds of Beaufort County, and in the office of the Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, described in Section 1 above, together with a duly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

Adopted this 12th day of March, 2012.

ATTEST:

s/Cynthia S. Bennett, City Clerk

s/N. Archie Jennings, Mayor



MR. TYRONE WILSON - ABA BASKETBALL

Mr. Tyrone Wilson came forward and asked Council to reduce the fee charged for a game that was canceled. He stated he was unaware that he needed to advise the Police Department that the game was canceled, he canceled the game through the school system, thus the officers arrived to provide security for the game, even though it was canceled and Mr. Wilson was charged accordingly. Mr. Kay and Major Sandy Blizzard reviewed the history of events with Council. Council advised Mr. Wilson to meet with the City Manager and the Manager will take Council's guidance to make sure the billing is accurate.

MEMO – LITTLE WASHINGTON SAILING CLUB DOCKAGE

(memo)The Little Washington Sailing Club is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement. During the 2011 Little Washington Sailing Club season, communications between the Parks and Recreation Department at its Waterfront Docks Division and the Club had improved from the previous year. From all accounts, activities along the waterfront and on their dock were smoother and with far less misunderstandings than the year before.

The Club kept the Waterfront Docks informed of activities and special requests far in advance which helped with scheduling and general knowledge of the activities of the Club. Information request by the Waterfront Docks was quickly and thoroughly provided. During Hurricane Irene, a portion of the Club's platform and several dinghies were damaged. The Club responded quickly to requests for attention to the platform, once it was placed back on Dock J. Communications were very good during this time between Teresa Hamilton and Kevin Clancy, Program Director. The new docking agreement will be for the period of April 1, 2012 March 31, 2013.

The Little Washington Sailing Club plans to continue using the floating platform located at the "J" dock on the waterfront. We will be operating in the same manner as last year and look forward to another successful season. (end) Council accepted the memo as written.

MEMO – BELLE OF WASHINGTON DOCKAGE

(memo)The Belle of Washington is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement. Last year was a tough year for the Belle of Washington and its owner AG Swanner. In the Spring of 2011, there was an explosion aboard The Belle of Washington, which resulted in a late starting season for departures from the Washington Waterfront. In Late Summer The Belle of Washington was grounded on top of a pier after Hurricane Irene came through, resulting in damage and another interruption in business. Communications about activities aboard the Belle was not as detailed as we have enjoyed in the past, but the Parks and Recreation Department are encouraged that this year will be better. We have already met with Tammy Swanner, Manager, and suggested "work arounds" for Festival Park functions and parking. The new docking agreement will be for the period of April 27, 2012 March 26, 2013. A.G. Swanner submitted a letter of intent requesting to retain "L" dock 1 & 2 located on East Water Street for the purpose of docking the Belle of Washington for the year 2012. (end) Council accepted the memo as written.

MEMO – EXTRA-TERRITORIAL JURISDICTION REDUCTION

(memo) Extraterritorial jurisdiction (ETJ) is the legal ability of a government to exercise authority beyond its normal boundaries.

What is an ETJ? Extraterritorial Jurisdiction (ETJ) is a zoning “overlay” that allows a town to zone areas outside its limits in order to plan for future growth. In North Carolina, the state gives municipalities broad powers to control planning and growth for up to three miles beyond their borders (up to one mile for smaller towns). NC General Statute 60A-360(b) provides that the area chosen must be based on “existing or projected urban development and areas of critical concern to the city, as evidenced by officially-adopted plans for its development.” Smaller towns are less likely to have ETJs than larger cities, but most North Carolina towns have taken advantage of the statutory authority to exercise extraterritorial zoning. Staff has been asked to investigate the procedure for possible reduction of the Extraterritorial Jurisdiction (ETJ) in the Washington area as requested. The areas for the proposed reduction in ETJ limits are indicated on the map. Staff recommendation is that the ETJ relinquishment be limited to these areas. The adjustment will more accurately reflect the potential future growth patterns and utility service areas of the City of Washington. In researching this, it was determined that there is a procedure that is driven by the North Carolina General Statutes, and that the following schedule is being suggested for Council consideration:

- 1) Present report to City Council
- 2) Planning Board Public Hearing
- 3) City Council Public Hearing/Adopt Resolution
- 4) Establish effective Date for Offer to Relinquish

The North Carolina General Statute essentially provides for a sixty-day period during which the City would maintain zoning jurisdiction over the area or until the regulation of the area is adopted by the County, not to exceed 60 days. A motion is needed to allow staff to proceed with the investigation of a possible reduction in the City’s ETJ and approve the schedule as submitted.(end) Council accepted the memo as written.

HUMAN RELATIONS COUNCIL

(report)

Scheduled Public Appearances:

Lieutenant Chrismon introduced the new Criminal Justice Program Administrator, Kimberly Grimes. Ms. Grimes stated she is presently working on “National Night Out” and that the Assistant District Attorney has approved two candidates for the Project Next Step program. The detectives are working on establishing more clients for the initial call in. Ms. Grimes noted the presentation she prepared for Project New Hope and Bishop Jones. Also, she met with DREAM to establish extra counseling that a child may be in need of.

Discussion:

Support of the Multicultural Festival for FY 2012-2013 and appoint committee members. Vice chairwoman Cherry expressed a desire to continue supporting the Multicultural Festival but this would be contingent upon budget funding allocated by City Council for FY 2012-13. By motion of Vice chairwoman Cherry, seconded by Board member Howard, the Board agreed to support the Multicultural Festival working in conjunction with the Beaufort County Arts Council for FY 2012-13. Motion carried: 7-2 with Board member Harvey and Murrell opposing.

Appoint Committee members to the Multicultural Festival working in conjunction with the Beaufort County Arts Council: will be on the March 13, 2012 Agenda.

Update: Ed Peed Commemoration and approve date for hosting this event (2nd or 3rd Saturday in February) Due to many obligations on the 2nd Saturday in February, Board members approved hosting this event yearly on the 3rd Saturday in February. (end) Council accepted the memo as written.

WASHINGTON HARBOR DISTRICT ALLIANCE

(report)

Old City Hall- Main Street Solutions Fund Grant

WHDA is proud to announce that the City of Washington and WHDA have been notified their Old City Hall proposal has been awarded \$200,000 from the Main Street Solutions Fund. Grant funds will be used to renovate the Old City Hall to house a restaurant that will create 8 full time employees. The project will use private monies, no City match is required. It is important to note that this successful application all stems from the crucial partnership that WHDA shares with the City and in particular with the Planning Department.

Washington Maritime Group

The Maritime Group will come before you tonight to request a new partnership with Captain Lee Sutton, PhD and his vessel the 72' foot Schooner Jeannie B. Please see separate report.

Golden Leaf Community Initiative Grant

The Washington Chamber of Commerce, with the assistance from WHDA and City Planning has withdrawn their application for the \$200,000 to fund "Beaufort County's Next Bright Idea". Letter to Pat McCabe Golden Leaf Facilitator:

Pat,

The organizations that collaborated on this project recently met and decided that at this point we are not interested in a revolving loan fund for this project. Going into the proposal, we knew that there was a thin line with the projects guidelines and how it lined up with Golden LEAF but still felt like it was worth pursuing. At this point, we are going to look for other funding for the project. We all very much support the projects that have been submitted and there are some great chances to impact the citizens of Beaufort County. Although the future will hopefully involve a revolving loan fund for projects like this, at this time and under this short timeframe we are not able to make it happen.

Thanks for the opportunity,

Catherine M. Glover

Executive Director

Washington-Beaufort County Chamber of Commerce

Music in the Streets 10th Year Celebration

Pecheles Toyota/Ford realizes the importance of this tenth year celebration of music and arts in Washington. Pecheles Toyota/Ford has offered to become the titled sponsor for Music in the Streets. The MITS committee is very gracious to Pecheles for their involvement as it will give them added resources to help make our 10th year a great one.

Board Continues to Meet:

The WHDA Board meets every third Wednesday of the Month at 8:30AM at the Inner Banks Artisans Center. The meetings are open to the public and any interested person is invited to attend. (end) Council accepted the memo as written.

FINANCIAL REPORTS (EMAILED AS AVAILABLE)

There were no comments regarding the financial reports at this time.

**APPOINTMENTS – WASHINGTON HOUSING AUTHORITY AND
PARKS & RECREATION ADVISORY BOARD**

Mayor Jennings reminded Council that the Housing Authority appointment is a Mayoral appointment. Mayor Jennings nominated Donald Sadler to fill the unexpired term of John Morgan on the Washington Housing Authority.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council appointed Donald Sadler to the Washington Housing Authority, to fill the unexpired term of John Morgan, term to expire June 30, 2012.

The vacant Housing Authority position of Rosalind Bailey will be filled at the April 9, 2012 City Council meeting.

By motion of Councilman Brooks, seconded by Councilman Pitt, Council appointed Deborah Carter to the Parks and Recreation Advisory Board to fill the un-expired term of Kendra Windley, term to expire June 30, 2012.

The vacant Parks and Recreation position of Tim Ware will be filled at the April 9, 2012 City Council meeting.

**AUTHORIZE/APPROVE – CITY MANAGER TO SIGN A CONTRACT WITH MID-EAST
COMMISSION AND APPROVE THE CORRESPONDING PURCHASE ORDER FOR
COMPILING THE NCDOT BICYCLE MASTER PLAN (\$35,000)**

Josh Kay reviewed the item with Council stating that on May 26, 2011 the City was awarded the NCDOT Bicycle Planning Grant in the amount of \$28,000. The City accepted the NCDOT Bicycle Planning Grant on August 8, 2011. The City's match is \$7,000 for a grant total of \$35,000. The Washington Recreation Advisory committee, at their January 17, 2012 meeting unanimously recommended to contract with Mid-East Commission to write the NCDOT Bicycle Master Plan for the City of Washington. This project has a completion date of July 1, 2013.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to sign a contract with Mid-East Commission and approved the purchase order in the amount of \$35,000 for compiling the NCDOT Bicycle Master Plan.

(copy attached)

ADOPT/DISCUSS – REQUEST FROM BEAUFORT COUNTY AND BEAUFORT COUNTY WATER DISTRICTS I AND VI FOR PROPOSED EASEMENTS

Van Lewis, McDavid Associates presented the request to Council stating that Beaufort County Water District I - Washington Township (BCWD 1) and Beaufort County Water District VI- Chocowinity/Richland Township (BCWD VI) are legal units of government located on the western side of Beaufort County. The governing body for both Districts is the Beaufort County Board of Commissioners. The Districts were created primarily to provide water to the rural areas of Beaufort County in their respective geographic areas. The two Districts are separated by the Pamlico/Tar River.

BCWD VI has water supply/treatment facilities with excess capacity capability. BCWD I, II, III, IV and V purchase their water supply from the City of Washington. BCWD I and VI have applications pending for significant federal funding to construct a water transmission system that will allow the pumping of water supply from BCWD VI to BCWD 1. The ranking of the respective applications basically guarantees the Districts of funding if they can continue to qualify in compliance with PWS procedure.

In order to further qualify for funding, BCWD land BCWDVI must reach Ready to Proceed (RTP) status before May 31, 2012. To achieve RTP status, the water districts must have completed routing, acquisition of rights of ways necessary to install the water line, preparation of final plans and other criteria. Routing and preparation of final plans and specifications are in progress. Routing of the proposed water line is along the route of an existing Washington owned electrical transmission line between Chocowinity and the Washington Waste Water Treatment Plant. In general, BCWD I and BCWD VI are asking for Washington's approval of the route and granting of easements across Washington owned land and/or assignment of existing Washington easements if assignable that provides legal permission to BCWD I and BCWD VI as necessary to construct the water line. In addition, BCWD I and BCWD VI need to purchase land for a booster pump station. Specifically, BCWD I and BCWD VI request the following:

1. Approval for ingress, egress, construct, and maintain a water line along the existing Washington electrical transmission easement from pole 49 to and across the Pamlico/Tar River to pole 79 as shown on City of Washington Plan and Profile As-Builts. He has attached a map on which tax map information is depicted along with a spread sheet extract that identifies current property owners and references to easements granted to Washington for the electrical transmission line.
2. Approval for a 20' permanent easement (40' temporary construction easement) in the vicinity of the eastern property line of the Washington waste water treatment plant property located on 2nd Street for ingress, egress, construct and maintain a water line from the north side of the river to 2' Street.
3. Approval for the construction of a water line within the Washington maintained street rights of ways.
4. Indication of willingness to sell to BCWD I and BCWD VI a city owned parcel of land (approximately 150' x 150') in the vicinity of the existing Washington waste water treatment plant if surplus land is available for the purpose of the construction of a booster

pump station, said land to be later identified after investigation/determination if surplus Land is available.

5. Permission to tie-in to existing 16” water line located at the south end of Page Road at the intersection of US 264 (southern access to the Industrial Park), said water line currently being operated on BCWD I hydraulic grade line.
6. Washington granting a twenty foot wide permanent easement (and a forty foot wide temporary easement) for proposed water line within Washington’s existing “Utility Easement Across The Beasley Enterprizes, Inc. Property” as recorded in Book 814 Page 229.

Council discussed the components of the requested easement. Mr. Kay stated that from an easement standpoint, staff is ok with the request, but would prefer to grant a specific easement instead of a general easement. Councilman Mercer discussed the installation of the pipeline under the Tar River. Mr. Lewis stated the pipeline will be at least forty feet from the existing structure. Mr. Kay noted that in the right of ways and street ways, staff would hope the County would pave or improve the streets along the exchanged property. Mr. Lewis stated that the encroachments with NCDOT are filed by Beaufort County, not the City of Washington.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council approved the requests from Beaufort County and Beaufort County Water Districts I and VI in reference to proposed easements, which will be specific easements.

1. Approval for ingress, egress, construct, and maintain a water line along the existing Washington electrical transmission easement from pole 49 to and across the Pamlico/Tar River to pole 79 as shown on City of Washington Plan and Profile As-Builts. He has attached a map on which tax map information is depicted along with a spread sheet extract that identifies current property owners and references to easements granted to Washington for the electrical transmission line.
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4. Indication of willingness to sell to BCWD I and BCWD VI a city owned parcel of land (approximately 150’ x 150’) in the vicinity of the existing Washington waste water treatment plant if surplus land is available for the purpose of the construction of a booster pump station, said land to be later identified after investigation/determination if surplus Land is available.

5. Permission to tie-in to existing 16” water line located at the south end of Page Road at the intersection of US 264 (southern access to the Industrial Park), said water line currently being operated on BCWD I hydraulic grade line.
6. Washington granting a twenty foot wide permanent easement (and a forty foot wide temporary easement) for proposed water line within Washington’s existing “Utility Easement Across The Beasley Enterprizes, Inc. Property” as recorded in Book 814 Page 229.

ADOPT – ORDINANCE TO CONDEMN AS UNSAFE THE STRUCTURE LOCATED AT 331 WEST 7TH STREET AND DIRECT THE STRUCTURE TO BE VACATED AND CLOSED

Mr. Kay reviewed the request with Council stating that the governing body of the City may adopt and enforce ordinances relating to residential 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 structures. The Code Official determined that the property has not been properly maintained and failed to meet minimum standards and issued an order to require the owner to demolish and remove the building or structure. The owner of the subject property has failed to respond to the request by the Senior Building Inspector to bring the structure into compliance. Therefore, it is recommended that an Ordinance be adopted to condemn the structure as unsafe and direct that the structure located at 331 West 7th Street be vacated and closed.

Land Value \$5,040
 Building Value \$2,657
 Total Tax Value \$7,697

Bids Submitted
 Bids for demolition of the structure:
 St. Clair Trucking, Inc. \$20,000

One bid was received for the demolition of the aforementioned structure. The cost of demolition exceeded the total tax value of the structure and property. The decision was made to not accept the bid to demolish the structure at this time but to direct that the structure be vacated and closed until such time that the structure could be placed on the review list for the Community Development Block Grant.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council adopted the ordinance condemning the structure located at 331 West 7th Street as unsafe and directed the structure to be vacated and closed as issued by the Senior Building Official.

AN ORDINANCE FINDING THAT THE DWELLING AND PROPERTY DESCRIBED HEREIN IN THE CITY OF WASHINGTON ARE UNSAFE AND DIRECTING THAT THE DWELLING BE PLACARDED, VACATED, SECURED, AND CLOSED

WHEREAS, the City Council of the City of Washington finds that the dwelling and property described herein were and are deemed unsafe under the provisions of the Minimum Housing Code (“Code”) in the City of Washington City Code and pursuant to North Carolina General Statute § 160A-441 et seq, that all of the provisions have been complied with as a condition of the adoption of this Ordinance; and

WHEREAS, the dwelling on said premises should be placarded, vacated, secured, and closed as directed by the Senior Building Official for the reasons that the same was and is deemed unsafe; and

WHEREAS, Ms. Dorothy A. Dorsey, the owner of the dwelling, has been given a reasonable opportunity to bring the dwelling up to the standards of the Code in accordance with North Carolina General Statute § 160A-443 pursuant to an order issued by the Senior Building Official on January 6, 2012. The owner has failed to comply with said order.

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

Section 1. The Senior Building Official is hereby authorized and directed to proceed to placard, vacate, secure and close the above described dwelling located at 331 West 7th Street in accordance with the Code and North Carolina General Statute § 160A-443(4).

Section 2. The cost of placarding, vacating, securing, and closing the dwelling shall constitute a lien against the real property upon which the cost was incurred as provided in North Carolina General Statute § 160A-443(6).

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

This Ordinance shall become effective on this date of adoption, March 12, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

AWARD/APPROVE – CONTRACT FOR TREE TRIMMING SERVICES FOR FY 2012-13 TO ASPLUNDH TREE EXPERT COMPANY AND APPROVE CORRESPONDING PO (\$174,554)

Josh Kay, City Manager explained that formal bids for tree trimming services were received and opened on 21 February 2012. Five separate companies were contacted for bids and only two (2) bids were received meeting the bidding requirements of the North Carolina General Statutes. Asplundh Tree Expert Company is currently providing this service to the City of Washington. The rates offered for labor and equipment are equal to our current negotiated rate. The contract amount will be included in the upcoming fiscal year 2012-13 electric fund budget request, the corresponding purchase order will not be issued until July 1, 2012.

Councilman Mercer stated he was reluctant to approve the purchase order and contract tonight, he felt it would be more appropriate to wait until the new budget was adopted. Councilman Brooks asked if it would be an issue to wait to approve this request. Mr. Kay explained that it would not be an issue, but would prefer to not wait until July to approve, it would be preferable to approve no later than May. Mayor Pro tem Roberson stated we could approve the item tonight with an effective date of July 1st, he sees no reason to delay.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council awarded a contract for tree trimming services for fiscal year 2012-13 to Asplundh Tree Expert Company in the

amount of \$174,554, with the purchase order issue date of July 1, 2012. Motion carried 4-1, with Councilman Mercer opposing.

ADOPT/DISCUSS – RECOMMENDED FEES/CHARGES FOR USE OF THE GROUNDS AND/OR FACILITIES OF THE FESTIVAL PARK AND DISCUSS RULES FOR FESTIVAL PARK

Josh Kay, City Manager reviewed the topic with Council noting that over the past year of constructing Festival Park, focus groups, event planners and the Washington Recreation Advisory Committee, along with City Staff have been working on guidelines for use of the Festival Park area. Mr. Kay thanked Philip Mobley and Kristi Hardison for undertaking this project. These guidelines will include scheduling events and incorporating the final stages of construction to include installing the Bermuda grass July— August 2012.

On February 7, 2012 and February 17, 2012 a focus group consisting of major event partners and sponsors met to discuss the fees and charges for use of the Festival Park. Those recommendations were accepted at the February 20, 2012 Recreation Advisory Committee meeting and recommended to be presented to City council for adoption.

Festival Park Fees Proposed

	4 Hours	Same Date, Over 4 Hours	Partner Sponsored Event 3 Day Max
Picnic Shelter	\$80.00	\$120.00	\$80.00
electricity	\$10.00	\$10.00	\$10.00
Stage	\$100.00	\$150.00	\$100.00
electricity	\$25.00	\$25.00	\$25.00
Park	\$50.00	\$75.00	\$0.00
(2) Duplex 120 volt 20 amp pump station panel box	\$10.00	\$10.00	\$10.00
240 volt (50 amp or 100 amp+ pump station panel box. may require afterhours hook up/disconnect (\$150 each)	\$25.00	\$25.00	\$25.00
Festival Park Refundable Deposit w/ access to service road	\$500.00	\$500.00	\$0.00
Total	\$800.00	\$915.00	\$250.00

Partner Sponsored Event - Event sponsored by a Washington based non-profit that brings a measureable economic and/or community impact to the City of Washington

Established Partners:

- BC Arts Council
- East Carolina Wildfowl Guild
- NC Estuarium
- Washington Beaufort County Chamber of Commerce
- Washington Harbor District Alliance
- Washington Noon Rotary
- Washington Tourism Development Authority

Proposed Rules for Festival Park

1. No hand cart to be used on steps. All hand carts or pull carts of any kind must use the handicap ramp.
2. No chains, zip ties, tape, or straps of any kind can be attached or come in contact the metal structures or should come in contact with metal structures.
3. Nothing will be permitted that will scratch, mark or deface metal structure, bricks, concrete slab, walkway, or caps.
4. Banners may only be displayed along the rail at the top of the shelter or along the sides of the shelter. Nothing should be displayed from the handrails.
5. All banners must be displayed with string.
6. No amusement rides will be permitted in this area. Amusement rides also include blow ups.
7. No fires or open flames to be used under structure. No oils or liquids. This will stain the floor.
8. It is the responsibility of the Event Planner that is renting/reserving the structure to enforce these rules. Any damage to the structure is the financial responsibility of the Event Planner renting/reserving the structure.
9. No driving in the park, except along the grasscrete areas.
10. Dance floors may be placed on the grass, but should only be put down the day of the event and MUST be removed at the conclusion of the event.
11. All tent locations must be approved by the Events and Facilities Manager. Tents may be erected no more than 2 days prior to your event (upon availability) and must be removed the day after your event. For Friday evening or Saturday events, tents must be removed by the following Monday.
12. All dumpsters and porta johns must be set up on hard surfaces.
13. All food events must be catered by an approved vendor list. Requests may be made for additional vendors.

Councilman Mercer expressed concern with the cost for partner sponsored event and the cost. Mr. Kay stated the 3 day event limit is mainly for the installation and removal of tents. Mayor Jennings stated we have to start somewhere and can always come back and revisit the fees if needed. Mr. Mobley noted there is ample opportunity to use the facility free of charge, the fee is more or less a reservation fee. Mac Hodges inquired about the use of non-profits providing bands and events that are free to the public. Mayor Jennings stated rather than waive fees, we can address those issues if they should arise. Mayor Jennings also expressed concern with skateboarders and trick bikers at the facility. Mr. Kay stated this is an enforcement issue and will alert the Police Department of this activity.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted the recommended fees/charges for use of the Festival Park within the guidelines of the City's Special Events Policy and adopted the rules for Festival Park.

AUTHORIZE – CITY MANAGER TO SIGN RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH BRIDGE HARBOR, LLC (FIREWORKS)

On July 4, 2012 the City of Washington will be celebrating the evening on the waterfront with a fireworks show for the public. Mr. Parker Overton, of Bridge Harbor, LLC, is allowing this property to be used this year for the City's fireworks show for the public. One agreement is to release, hold harmless and indemnify the Bridge Harbor, LLC (landowner). The second agreement is for East Coast Pyrotechnics (firework's company). All City departments in connection with this event have signed off on the location. This is the old location used in past years. Mr. Kay also requested that Council authorize the City Manager to sign the East Cost Pyrotechnics, Inc. Agreement as well and to execute these agreements/releases, should they not change, in future years.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council authorized the City Manager to sign the Release, Hold Harmless and Indemnification agreement with Bridge Harbor, LLC and the East Coast Pyrotechnics, INC Agreement. Council also recommended that the City Manager be authorized to execute the agreements/releases in future years, provided there are no changes in the future agreements/releases.

(copy attached)

ADOPT/APPROVE – BUDGET ORDINANCE AMENDMENT FOR AIRPORT FUND AND APPROVE CORRESPONDING PURCHASE ORDER (\$383,333)

and

ADOPT RESOLUTION TO ENTER AND EXECUTE AIRPORT DRAINAGE AGREEMENT

Mr. Kay reviewed the requested with Council. As noted in a letter from Mr. Richard J, Walls, P.E., Director of Aviation with the NC Department of Transportation, we have been allocated \$345,000 in State funds for airfield drainage improvements. These funds require a match of \$38,333 (10%). The attached budget ordinance amendment appropriates the required match. These funds will be used to make repairs to the piped drainage system on airport property, primarily under and immediately adjacent to runways and taxiways. Like the runways and taxiways, the storm drain pipe under the pavement has remained largely untouched since installation back in the 1940s. Needless to say, they are in need of repairs and this grant should go a long ways to making these repairs possible. If feasible, we will also be making point repairs to these storm drain pipes where there are sinkholes in the grassy areas of airport property. We are also are looking for the approval of a purchase order for preliminary engineering, design and bidding services for this work. Talbert and Bright, our airport engineers, have submitted a proposal for a work authorization in the amount of \$39,570. The work scope and fee have been reviewed and approved by the NC Division of Aviation.

It was also explained that \$345,000 of State Funds has been allocated to the City requiring a \$38,333 (10%) local match. The grant agreement is for the preliminary engineering/design/bid component of this project. The grant has been approved for \$36,693 based on total estimated cost for this component of \$40,770.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted the budget ordinance amendment to re-allocate funds for estimated revenues in the Airport Fund, approved the corresponding purchase order and adopted a resolution designating the City Manager as the Sponsor

authorized to enter into and execute the Airport Drainage Grant Agreement with the NC Department of Transportation.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

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

Section 1. That the Estimated Revenues in the Airport Fund be increased in the following amounts:

37-90-3453-0005	Federal Grant -36244.51.8.1	\$ 345,000
37-90-3397-1000	Transfer from General Fund	38,333
		Total \$ 383,333

Section 2. That account number 37-90-4530-4521, Federal Grant— 36244.51.8.1, portion of the Airport Fund be increased in the amount of \$383,333 to account for grant funded drainage improvements at the airport.

Section 3. That the following accounts in the General Fund be increased or decreased in the following accounts to account for the local grant match:

10-00-9990-9900	Contingency	\$ (36,723)
10-00-4400-3700	Transfer to Airport Fund	38,333
		Subtotal Appropriations
		\$ 1,610
10-00-3991-9910	Fund Balance Appropriated	\$ 1,610

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon its adoption.

Adopted this the 12th day of March, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

RESOLUTION

A motion was made by Mayor Pro tem Roberson and seconded by Councilman Brooks for the adoption of the following resolution and upon being put to a voted was duly accepted:

WHEREAS, a Grant in the amount of \$36,693 has been approved by the Department based on total estimated cost of \$40,770; and

WHEREAS, an amount equal to or greater than 10 percent of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE City Manager of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby

binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

This the 12th day of March, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

Mr. Kay stated that the City has received the “ok” from the Department of Transportation regarding the RFP’s for the FBO. Copies were provided to the Airport Advisory Board for their review and comments and will be forwarded to Council.

AWARD/ADOPT/AUTHORIZE – FINANCING BID FOR INSTALLMENT PURCHASES TO BB&T, AND ADOPT A RESOLUTION APPROVING FINANCING TERMS, AND AUTHORIZE THE C.F.O. TO EXECUTE THE NECESSARY DOCUMENTS (\$897,666)

Mr. Kay noted in this year’s budget, Council authorized the City to borrow \$897,666 to fund the projects on the attached list. Five proposals were received from financial institutions (see bid tab) on February 27, 2012. Councilman Mercer stated it was his desire to move away from short term financing and he would prefer to take the funds out of our unrestricted fund balance in the General Fund and pay for these items as we go. Mayor Pro tem Roberson stated the current interest rate is probably the lowest we will ever see it. Council continued their discussions regarding financing or “pay as you go”.

By motion of Councilman Pitt, seconded by Councilman Mercer, Council agreed to use unrestricted fund balance in the respective funds to purchase the installment purchases below as opposed to financing the installment purchases. Motion carried 4-1 with Mayor Pro tem Roberson opposing.

Installment Purchases 2011-2012

	<u>Department</u>	<u>Description</u>	<u>Detail \$</u>	<u>Summary \$</u>
GENERAL FUND				
10-10-4341-7401	EMS	EMS Truck	135,400	146,900
		Power Stretcher	11,500	
10-20-4510-7403	Street Maintenance	Wheel Loader	85,066	85,066
10-10-4310-7402	Police	Two police vehicles	35,700	35,700
Total For	GENERAL FUND		267,666	267,666
ELECTRIC FUND				
35-90-7250-7403	Electric Meter Services	Vehicle #652	35,000	35,000
35-90-8370-7403	Electric Substation	SCADA Steel Pole	30,000	255,000
		White Post Transformer	100,000	No Security Interest
		Generator Catalyst Installations	125,000	
35-90-8375-7403	Load Management	Load management switches	70,000	70,000
35-90-8390-7403	Power Line Construction	Bucket Truck #605	200,000	270,000
		Trencher #621	70,000	
Total For	ELECTRIC FUND		630,000	630,000
Grand Total			897,666	897,666

Installment Financing Bids

	First South	Wells Fargo	RBC	BB&T	ECB
Interest rate	2.24%	1.70%	2.14%	1.63%	2.75%
Interest	51,175.32	38,672.85	48,852.12	37,059.79	65,092.46
Monthly Payment	16,082.06	15,870.15	16,042.68	15,842.81	16,317.94
Prepayment	0	0	0.5% min.	1%	0
Closing Costs	5,744	500	100	-	1,100
Term	59 months	59 months	59 months	59 months	59 months
Escrow Fees	0	0	0	0	0

ADOPT – RESOLUTION AUTHORIZING WORKER’S COMPENSATION CLAIM PAYMENT

Mr. Kay stated this is a revision to a previous resolution adopted June 22, 2009 which authorized the City Manager to approve claims that exceeded \$10,000. This resolution authorizes the City Manager to approve claims from \$10,000 to \$50,000 and the City Council to approve those in excess of \$50,000.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council adopted a resolution authorizing payment of worker’s compensation claims.

RESOLUTION FOR AUTHORIZATION OF COMPENSATION CLAIMS SOLUTIONS TO PAY WORKER’S COMPENSATION CLAIMS UP TO \$10,000

WHEREAS, there is an intent of the City of Washington to authorize Compensation Claims Solutions to pay workers compensation claims up to \$10,000; and,

WHEREAS, the City Manager must authorize workers compensation claims that exceed \$10,000;

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BOARD THAT:

- Section 1. The Governing Board hereby authorizes Compensation Claims Solutions to pay workers compensation claims up to \$10,000.
- Section 2. The Governing Board authorizes the City Manager to approve workers compensation claims that fall between \$10,000 and \$50,000.
- Section 3. The Governing Board will approve all workers compensation claims in excess of \$50,000.
- Section 4. This Resolution shall become effective upon signature.

Adopted this the 12th day of March, 2012.

Attest:

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

**s/N. Archie Jennings, III
Mayor**

AUTHORIZE – CITY MANAGER TO WITHDRAW THE DEMOLITION OF THE CHARLOTTE STREET BRIDGE FROM THE CURRENT CONTRACT WITH T.A. LOVING COMPANY OR AUTHORIZE THE CITY MANAGER TO RESTART THE DEMOLITION OF THE CHARLOTTE STREET BRIDGE AS CONTRACTED WITH T.A. LOVING COMPANY

Mr. Kay reminded Council that a public hearing was held on February 27, 2012 at which time this topic was discussed. He explained the options below:

1. Authorize the City Manager to withdraw the demolition of the Charlotte Street bridge from the current contract with T.A. Loving Company; OR
2. Authorize the City Manager to restart the demolition of the Charlotte Street bridge as contracted with T.A. Loving Company.

Councilman Mercer inquired at the last meeting about what the carrying capacity was for the culverts at Jack’s Creek as well as the pump capacity. Mr. Kay apologized to Council as he thought he had forwarded the requested information to them. Councilman Moultrie noted that the “people” have spoken and we need to move forward with the item. Mayor Jennings thanked the public for attending the public hearing and voicing their concerns regarding this matter. Councilman Mercer requested that when the work is done, that a barricade is not put up at the end of the road, instead install proper curbing be put in place to route traffic appropriately. Allen Lewis, Public Works Director acknowledged that this item is included in the contract. Mayor Jennings noted this is just another component of drainage improvements.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to restart the demolition of the Charlotte Street Bridge as contracted with T.A. Loving Company.

ADOPT RESOLUTION IN SUPPORT OF NCDOT TO MILL AND RESURFACE THE INTERSECTION OF 5TH AND BRIDGE STREETS

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted a resolution in support of NCDOT to mill and resurface the intersection of 5th and Bridge Streets.

RESOLUTION IN SUPPORT OF NCDOT TO MILL AND RESURFACE THE INTERSECTION OF BRIDGE AND FIFTH STREETS

WHEREAS, the City of Washington supports NCDOT in securing funding to begin milling and resurfacing the intersection of Bridge and Fifth Streets in the City of Washington; and

WHEREAS, the project includes reconstruction of some of the drainage structures and curbing in the radius of the intersection areas; and

WHEREAS, NCDOT recognizes that Fifth Street/US 264 through Washington needs repairing,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Washington does hereby support NCDOT in securing funds to begin milling and resurfacing the intersection of Bridge and Fifth Streets in Washington, NC.

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

**s/N. Archie Jennings, III
Mayor**

**REQUEST FROM CATS ABOUT TOWN FOR EXEMPTION FROM
SECTION 22-97 OF THE CITY CODE.**

Josh Kay, City Manager explained that Cats About Town has applied for and exemption from Chapter 22-97 (prohibition on the feeding of animals) and has proved information as required by code. Council discussed concerns with feeding locations and insuring they are on public property and specific times the cats will be fed. Mayor Jennings expressed concern with the proposed number of reductions and would like to see a firm number of reductions (net reduction of cats from 21 down to 16 within twelve months) and a review of this exemption in twelve months to see how well it was adhered to and continue the success rate of spay/neutering. Mr. Kay asked if Council wanted to hold this item until April? Council will offer the exemptions with the additional terms presented tonight.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council approved the exemption of CATS About Town from Section 22-97 of the Code of the City of Washington, as prescribed in Section 22-97(i)(4), with the conditions outlined in their application and/or as amended by City Council as follows: (1)feeding locations must be on public property (2) specific feeding times (3) have a net reduction of cats to 16 within twelve months (4)continue success rate of spay/neutering program.

March 7, 2012

Dear Mr. Kay;

There are currently 12 cats living south of Main Street, six each at location # 2 and 3. Our plan to reduce the number of cats within the next twelve to eighteen months is as follows:

- Three cats have adoption potential. With the feeding program now in place, we are afforded the opportunity to continue to socialize these cats. Locating homes in our current economy is an arduous task, however, we will pursue all avenues available to us including newspaper ads, on-line postings, and fliers distributed throughout Beaufort and Pitt County.
- Two or three additional cats could possibly be relocated. From our recent experience, however, relocation has proven to be an even more difficult task. Again, we will pursue all avenues including newspaper ads and fliers.

Thank you for your support and attention to this matter!

Sincerely,

Nancy O'Neill
Monica Ferrari
CATS About Town~TNR

12 February 2012

Dear Mayor Jennings and City Council Members,

Re: Option 2-Allow exemptions from prohibition of feeding animals
Section 22-97

(i) (4) Exemption certain individuals and/or groups

a. Overall program description and purpose of program:

CATS About Town-TNR is a non-profit trap/neuter/return program whose mission is to control, reduce and stabilize the population of free roaming feral cats within the City of Washington, both downtown and the immediate surrounding areas. Feral and non-adoptable cats are trapped, tested, vaccinated and altered so they can no longer reproduce. They receive a vaccine for rabies and have one ear "tipped" for future identification before they are returned to their original environment. Chocowinity Veterinary Hospital, Tar River Animal Hospital and Spay Today graciously provide these services at a low cost to our organization. Allowing once daily feeding will serve two purposes: we can monitor the colonies for any changes in numbers or health, and it will keep the cats from scavenging, resulting in cats possibly becoming more visible during daylight hours and rooting in dumpsters.

b. Locations where feral cats are to be fed:

1. One area north of Main Street, specifically behind 140 Main St., just east of Ayers Lane on a small, abandoned loading dock behind the vacant building.
2. One area south of Main Street, specifically between an electrical box and the wall of the vacant building, Hotel Louise There is a space of three feet, not seen from the parking lot.
3. One area south of Main Street, specifically between the utility boxes and wall of vacant building, east of Washington Jewelers. There is a space of three feet, not seen from the parking lot.
4. One area north of Main Street, behind vacant building 180 Main Street, beside back door.

c. Times that feeding will occur:

After business hours. The dry food will be in a bowl and removed by one hour later.

d. List of individuals with contact information:

- Nancy O'Neill (252) 495-1857 nancyponeill@aol.com
- Monica Ferrari (252) 975-1698 ferrarisports07@suddenlink.net
- Leslie Steele (516) 467-7596 leslieesteele@hotmail.com
- Tricia Woolard (252) 944-8301
- Deb Griffiee (252) 288-9397

e. Disposition of current downtown feral cats neutered and locations on separate sheet.

CATS ABOUT TOWN~TRAP, NEUTER, RETURN & MANAGEMENT PROGRAM

Disposition of Downtown Washington Cats: All cats listed, with the exception of 2, have been spayed or neutered, have tested negative for feline disease, received at least one rabies vaccination, and have had their left ear “tipped” for identification. All records are on file at Chocowinity Veterinary Hospital unless stated otherwise.

Location #1 is north of Main Street, specifically behind 140 Main St., just east of Ayers Lane on a small, abandoned loading dock behind the vacant building.

- Little Brother~black short-haired male
- Frick~black short-haired male
- Frack~black short-haired male; records are on file at Spay Today in Greenville, NC.
- Russie~brown short-haired female tabby

Location #2 is south of Main Street, specifically between an electrical box and the wall of the vacant building, Hotel Louise. When flooded, feeding site may temporarily be moved to adjacent alley.

- Boyfriend~black short-haired male; adoption potential
- Mama Kitty~black short-haired female
- Mr. Kitty~black long-haired male
- Alioop~black medium-haired female
- Aliway~black short-haired female
- Charisma~brown short-haired male tabby

Location #3 is south of Main Street, specifically between the utility boxes and wall of vacant building, east of Washington Jewelers. When flooded, feeding site may temporarily be moved to adjacent cement slab.

- Jewel~short-haired female tortoise shell; not spayed.¹ She will continue to be monitored daily.
- Sweetness~black long-haired male; not neutered. He will continue to be monitored daily.
- Simba~black long-haired male; adoption potential
- Nico~black short-haired male
- Simon~black short-haired male; records are on file at Tar River Animal Hospital.
- Marley~black long-haired male; adoption potential

Location #4 is north of Main Street, behind vacant building 180 Main Street, beside back door.

- Beau~black long-haired male
- Hootsie~long-haired female tortoise shell
- Gracin (Big Gray)~gray short-haired male; records are on file at Spay Today.
- Tippy Toes~black short-haired male
- Puss-n-Boots~mostly black (white on nose) short-haired male

¹The TNR management/feeding program will increase the likelihood of trapping & spaying/neutering these cats.

RECOGNITION OF THE CITY EMPLOYEES

Mayor Pro tem Roberson expressed recognition and thanks to the City employees working in the central business district/historic district and acknowledged the good work they have been doing in those areas.

UTILITIES CAPACITIES & USES – WATER & SEWER

Councilman Mercer inquired about where we stand in incorporating new growth/industry with our system? He asked staff to evaluate the ability to accommodate growth potential and possible limitations on our systems.

***REMINDER OF GOVERNOR’S TRANSPORTATION SUMMIT IN GREENVILLE –
FRIDAY AT THE MURPHY CENTER**

**CLOSED SESSION – UNDER § NCGS 143-318.11(A)(3) ATTORNEY/CLIENT AND 143-
318.11(A)(5) POTENTIAL ACQUISITION OF REAL PROPERTY – 1ST PRESBYTERIAN
CHURCH PROPERTY EXCHANGE**

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to go into closed session at 7:45pm under NCGS143-318.11(A)(3) Attorney/Client And 143-318.11(A)(5) Potential Acquisition Of Real Property – 1st Presbyterian Church Property Exchange.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council agreed to come out of closed session at 8:05pm.

ADJOURN

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council adjourned the meeting at 8:05pm until March 26, 2012 at 5:30pm in the Council Chambers at the Municipal Building.

(Subject to the Approval of the City Council)

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

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

March 26, 2012

The Washington City Council met in a continued session on Monday, March 26, 2012 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; Ed Moultrie, Councilman; Richard Brooks, Councilman; William Pitt, Councilman; Josh Kay, City Manager; and Cynthia S. Bennett, City Clerk.

Also present were: Matt Rauschenbach, Chief Financial Officer; Robbie Rose, Fire Chief; Sandy Blizzard, Major; Allen Lewis, Public Works Director; John Rodman, Planning & Development Director; Philip Mobley, Parks and Recreation Director; Susan Hodges, Human Resource Director; Gloria Moore, Library Director; Lynn Lewis, Tourism Development Director; and Mike Voss, of the Washington Daily News.

Councilman Moultrie delivered the invocation.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings requested removing item # 1: Discussion – CAMA Public Access and adding two items to the Closed Session – Under § NCGS 143-318.11 (a)(3) Attorney/Client and § NCGS § 143-318.11 (a)(4) Economic Development.

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

PRESENTATION: – EMILY PFEIFFER – SWIMMING STATE CHAMPIONSHIP

Mayor Jennings recognized Ms. Pfeiffer and her coach Mr. Spencer Pake. Mayor Jennings also recognized former Mayor Judy Jennette as being a strong advocate for the swimming pool coming to the City and seeing that vision come together.

Mayor Jennings presented a plaque to Ms. Pfeiffer, which read “The Mayor and City Council of the City of Washington does hereby acknowledge and congratulate Emily Pfeiffer for winning Washington’s first-ever state championship in a swimming event by finishing the 100-yard breaststroke in an astounding 1:04.29. Congratulations and thank you for making Washington and eastern North Carolina proud”.

(REMOVED FROM AGENDA): DISCUSSION – CAMA PUBLIC ACCESS GRANT

DISCUSSION – CAPITAL IMPROVEMENT PLAN (CIP) REVIEW

City Manager, Josh Kay reviewed the Capital Improvement Plan (CIP) received by City Council earlier. Mr. Kay noted the review tonight would only consist of FY 2012-13 and that each request would be prioritized. He also noted that a full document would be provided in the Fall.

Councilman Mercer commented that there are over twenty (20) new projects listed in this year's CIP that weren't listed in the five-year plan presented last year. Mayor Jennings noted that Councilman Mercer raised a good point but shared "I think what you are seeing, though, is a reflection of our rule that it can't be in the budget if it's not in the CIP". What we are seeing is kind of a backwards mechanics taking place, where something came into focus after the five-year plan – and at least bears consideration in the budget then we feel like we've got to get it in the CIP so it can be considered in the budget. Mayor Jennings suggested we need to retool our process to make it more effective. Mr. Kay agreed that the CIP needs to be much more than just a budget document. It needs to be a planning document, a planning tool, which is why in the Fall, I would like to take a good, hard look at those multiple years out. Mayor Pro tem Roberson said he has an issue with the fact that we don't have an average of the past five years of how much money has been available to spend on the CIP - not so much the issuance of other items in the CIP program. This will give you a base line number projected of how much we will spend over the next five years and in addition how much money it will take to fill the obligations.

Mayor Pro tem Roberson expressed concern with proposed expenditures in the third year of the current CIP. He questioned where the revenue source/funding would come from and that he doesn't have a problem with the added items. Mr. Kay stated a lot of what you see in the CIP is place holders for future budget discussions; he would like to move toward a true five year plan but take it out to a longer range plan (ten year). Mayor Pro tem Roberson suggested incorporating the CIP with the Transportation Improvement Plan and provided examples.

Councilman Moultrie suggested before any decisions are made, we should begin with prioritizing and Mr. Kay agreed. Mr. Kay shared his recommendation for the General Fund with members of Council at the point.

Councilman Mercer suggested having serious discussions on whether we want to stay in this building at City Hall from the standpoint of efficiency and operating the City government or should we pursue a new facility before we commit to spending too much on major renovations. Mr. Kay concurred and stated he envisioned looking at a facility master plan in the Fall.

Mayor Pro tem Roberson inquired if it would be better to purchase two street sweepers and Mr. Lewis noted this would be "great". Councilman Pitt discussed the green fleet policy and Councilman Mercer shared the history of the policy. Councilman Mercer suggested abolishing the policy if we are not going to do what it says and Mr. Kay agreed. Mr. Rauschenbach stated a committee was not activated for various reasons. Councilman Brooks requested if there was way to appoint a committee and Mr. Kay noted staff will work on establishing a committee with renewable findings being presented to Council. Mayor Jennings noted aside from the green fleet policy staff would still recommend purchasing the two vehicles and Mr. Kay stated "yes". Total funding per Mr. Kay recommendation is \$658,500. Total to be financed: #1.) Street sweeper @ \$240,000 and #2.) Civic Center decking @ \$125,000 totaling \$365,000. Mr. Kay shared the \$658,000 includes a one year debt service.

Mayor Pro tem Roberson, Councilman Brooks and Councilman Mercer requested a copy of the green fleet policy.

Recessed at 6:39 pm and reconvened at 6:45 pm

CIP REVIEW PRESENTATION CONTINUED:

Discussion - Priorities

- Electric Fund priorities

Staff was instructed to remove Substation Reclosers and Load Management Switches from the CIP and placed these items under maintenance. Mr. Kay stated there would be ongoing maintenance needed in the different funds and sought direction from Council. Council determined items it considers maintenance related would be removed from the CIP. These items should be relocated to the appropriate cost centers, including the City's general fund and enterprise funds.

EXTENSION OF MEETING

By motion of Councilman Brooks, seconded by Councilman Pitt, Council extended the meeting until 8 pm.

CIP REVIEW PRESENTATION CONTINUED:

Discussion - Priorities

- Electric Fund priorities - continued
- Airport fund/Sewer fund/Solid Waste fund/Water fund – **Members of Council directed Mr. Kay to prioritize these funds and forward to them.**
- Cemetery

Presentation attached:

CIP REVIEW PRESENTATION:

- CIP Review

City of Washington
Committee of the Whole
March 26, 2012

- CIP
- CIP – Capital Improvement Plan

- A multi-year plan that outlines the capital needs of the City and provides justification for and proposed timelines, and funding sources for improvements/purchases.
- 5-year plan
- Typically limited to capital over \$25,000 or any vehicles
- CIP Review
- Goals
 - Review each CIP Item for FY 12/13 ONLY
 - Prioritize CIP requests for each FUND
 - ✦ Enables staff to better prepare for budgeting
 - Prepare for review of CIP for remaining years in fall
 - ✦ CIP Overview
- 2012-2012: \$6.232 million
 - General Fund: \$1.715 million
 - Utility Funds: \$4.517 million
- 2013-2014: \$5.51 million
 - General Fund: \$2.432 million
 - Utility Funds: \$3.078 million
- 2014-2015: \$11.955 million
- 2015-2016: \$14.392 million
- 2016-2017: \$8.902 million
- 2012-2013 CIP – General Fund
- Facilities - \$250,000
 - Civic Center Decking: \$125,000
 - Civic Center Restrooms: \$35,000
 - City Hall Chillers: \$90,000

- IT - \$128,000
 - 1st Phase of Fiber OR Wireless Canopy Upgrade: \$35,000
 - Billing Server: \$45,000
 - Library Servers: \$48,000
- Public Safety - \$507,000
 - 2 Code Enforcement Vehicles (#124 & #122): \$38,000
 - 2 Police Vehicles: \$55,000 (*Note Change)
 - Rescue Equipment Truck: \$350,000
 - Fire Vehicle: \$19,000
- 2012-2013 CIP – General Fund
- Public Works - \$310,000
 - Street-sweeper: \$240,000
 - 2-ton Dump Truck: \$70,000
- Recreation - \$505,000
 - West-end Stewart Parkway restrooms: \$300,000
 - ✦ Change: \$50,000 out of operating only due to grants
 - Boardwalk repair (2 of 5): \$19,000
 - New Adult Softball field at McConnell: \$102,000
 - ✦ Change: \$20,000 in 12/13 FY
 - Improve Todd Maxwell fields: \$54,000
 - ✦ Delay 1 year
 - Washington-Greenville Trail (engineering): \$30,000
 - ✦ Delay 1 year
- 2012-2013 CIP – Utility Funds

- Storm-water Management - \$30,000
 - Replacement of Vehicle #457: \$30,000
- Water Fund - \$1.135 million
 - Parallel Water Line: \$675,000
 - Complete AMR Meter Change-out: \$300,000
 - Maintenance Building/Chlorine: \$40,000
 - Valve Insertion: \$40,000
 - Replace Vehicle #413: \$40,000
 - Replace Equipment #553: \$40,000
- 2012-2013 CIP – Utility Funds
- Sewer Fund - \$867,000
 - Lift Station Generators: \$32,000
 - Rehab of Collection System: \$100,000
 - Sewer Manhole Rehab: \$100,000
 - Degritter: \$45,000
 - Water & Bonner Street Lift Station: \$500,000
 - #4008 Sewer Flusher: \$90,000
- 2012-2013 CIP – Utility Funds
- Electric Fund - \$1.775 million
 - Long Range Plan: \$40,000
 - Sectionalizing Plan: \$40,000
 - Load Management Switches: \$200,000
 - Meters: \$80,000

- Terra Ceia Circuit Phase II Rebuild: \$325,000
- 2nd & 5th Street Rebuild: \$100,000
- Grimesland Road Rebuild: \$90,000
- Whitepost to Slatestone 34 2V Tie: \$100,000
- Replacement of Vehicle #606: \$200,000
- Wire Tensioner: \$40,000
- Replacement of Vehicle #619: \$50,000
- Replacement of Vehicle #622: \$30,000
- Downtown Electrical Improvements: \$300,000
- Highland Drive Circuit Breaker: \$45,000
- 34 kV Substation Regulators: \$85,000
- Substation Reclosers: \$50,000
- 2012-2013 CIP – Utility Funds
- Airport Fund - \$550,000
 - Drainage Repairs: \$383,000
 - Vision 100 Grant Projects: \$167,000
- Solid Waste Fund - \$140,000
 - Replacement of Vehicle #483: \$140,000
- Cemetery Fund - \$50,000
 - Replacement of Vehicle #511: \$15,000
 - Replacement of Vehicle #513: \$35,000

Fund	Manager Rank	Project	Total Project Amount	FY 12/13 Operating Cash	CIP Page #	Finance
General Fund	1	Fire rescue truck replacement	\$350,000	\$17,500	12	
	2	Civic Center decking replacement	\$125,000	\$35,000	1	yes
	3	Replace 2 police cars	\$55,000	\$55,000	11	
	4	Replace City Hall chillers	\$90,000	\$90,000	4	
	5	Replace Logics server	\$45,000	\$45,000	4	
	6	Install fiber to com center	\$65,000	\$65,000	6	
	7	West-end restrooms on Stewart Parkway	\$300,000	\$50,000	28	
	8	Replace street sweeper	\$240,000	\$52,000	21	yes
	9	Replace 2 Library servers	\$48,000	\$48,000	26	
	10	2nd (of 5) year boardwalk replacement	\$19,000	\$19,000	29	
	11	Planning - Replace Ford Taurus	\$19,000	\$19,000	9	
	12	Streets - Replace 2-ton dump truck	\$70,000	\$70,000		
	13	New adult softball field at McConnell	\$102,000	\$20,000	31	
	14	Fire - Replace support vehicle	\$19,000	\$19,000	13	
	15	Civic Center restrooms repairs/updates	\$35,000	\$35,000	2	
	16	Planning - Replace Ford Ranger	\$19,000	\$19,000	10	
	17	IT - Wireless Canopy Upgrade	\$35,000	\$35,000	8	
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Storm Water	1	Replace Vehicle #457 ('98 Pickup)	\$30,000	\$30,000	24	
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Water Fund	1	Parrallel Water Line	\$675,000	\$46,000	40	yes
	2	AMR Meter Changeout	\$300,000	\$300,000	41	
	3	Replace 3/4 ton pickup truck (#413)	\$40,000	\$40,000	49	
	4	Chlorine disinfection at WTP and storage building (engineering)	\$40,000	\$40,000	42	
	5	Valve Insertion	\$40,000	\$40,000	43	
	6	Replace Ford Tractor (#553)	\$40,000	\$40,000	50	
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Sewer Fund	1	Lift Station generator	\$32,000	\$32,000	53	
	2	Replace sewer flusher (#4008)	\$90,000	\$90,000	62	
	3	Rehab collection system	\$100,000	\$100,000	54	
	4	Sewer manhole rehab	\$100,000	\$100,000	55	
	5	Degritter	\$45,000	\$45,000	56	
	6	Water & Bonner Street lift station	\$500,000	\$33,276	57	yes
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Electric	1	Meters	\$80,000	\$80,000	67	
	2	Substation Reclosers	\$50,000	\$50,000	89	
	3	Load Management Switches	\$200,000	\$200,000	66	
	4	Replace bucket truck (#606)	\$200,000	\$46,000	78	yes
	5	Long Range & Sectionalizing Plans	\$80,000	\$80,000	64+65	
	6	Wire tensioner	\$40,000	\$40,000	79	
	7	Replace (#619)	\$50,000	\$50,000	80	
	8	34 kV Substation Regulators	\$85,000	\$85,000	88	
	9	Highland Drive circuit breaker	\$45,000	\$45,000	87	
	10	Replace (#622)	\$30,000	\$30,000	81	
	11	Terra Ceia Rebuild	\$325,000	\$75,000	69	yes
	12	Engineering for construction projects	\$290,000	\$290,000	70,71,72	
	13	Engineering for downtown improvements	\$100,000	\$100,000	86	
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Airport Fund	1	Drainage Repairs	\$383,000	\$38,000	94	
	2	Vision 100 Grant projects	\$167,000	\$16,700	95	
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Solid Waste	1	Replace rear-load garbage truck (#483)	\$140,000	\$32,177	96	yes
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Cemetery	1	Replace '01 pick-up truck (#511)	\$15,000	\$15,000	102	
	2	Replace '96 2-ton dump-truck w/1-ton (#513)	\$35,000	\$35,000	103	

**CLOSED SESSION – UNDER § NCGS 143-318.11(a)(6) PERSONNEL,
UNDER § NCGS 143-318.11 (a)(3) ATTORNEY/CLIENT AND UNDER
§ NCGS 143-318.11(a)(4) ECONOMIC DEVELOPMENT**

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council agreed to enter closed session under § NCGS 143-318.11(a)(6) Personnel, under § NCGS 143-318.11 (a)(3) Attorney/Client and under § NCGS 143-318.11(a)(4) Economic Development at 7:20 PM.

Council excused Mayor Pro tem Roberson at 7:35 PM for a personal emergency.

By motion of Councilman Brooks, seconded by Councilman Pitt, Council agreed to come out of Closed Session at 8:00 pm.

**ADJOURN – UNTIL MONDAY, APRIL 9, 2012 AT 5:30 PM IN THE COUNCIL
CHAMBERS AT THE MUNICIPAL BUILDING**

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council adjourned the meeting at 8:00 pm until April 9, 2012 at 5:30 pm in the Council Chambers at the Municipal.

(Subject to the Approval of the City Council)

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



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Joshua L. Kay, City Manager
Date: April 3, 2012
Subject: Adopt Youth Sports Agreement
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that Council adopt the Youth Sports Agreement between the Cal Ripken League, Jr. Babe Ruth League, Girls Softball League and the City of Washington.

BACKGROUND AND FINDINGS:

At a regular City Council meeting discussions were held regarding the Youth Sports Agreement. City Council directed the City Manager to meet with staff and this new agreement is being presented to Council for adoption.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

_____ in General Fund Revenue _____ Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Lease Agreement between the City of Washington and Friedman-Ravenwood, LLC.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: (JK) Concur _____ Recommend Denial _____ No Recommendation
4/3/12 Date

Youth Sports Agreement
City of Washington
Washington Parks and Recreation Department

THIS AGREEMENT is made and entered into by and between _____
(hereinafter "League") and the City of Washington (hereinafter "City").

WITNESSETH

WHEREAS, the League and the City share the vision and goal of providing a fun, learning, competitive and safe environment to enjoy youth recreational sport programs. This Agreement establishes the criteria and conditions under which the League shall use the City's facilities and outlines the respective responsibilities of the League and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements below, the receipt and legal sufficiency of which consideration are hereby acknowledged, the parties do hereby agree as follows.

- I. The League shall perform the following obligations.
 - A. Be governed by a nonprofit corporate entity registered with the North Carolina Department of the Secretary of State and shall observe those generally accepted and legally required corporate formalities that are necessary to maintain said registration and its nonprofit status.
 - B. Keep and maintain in full force and effect the following insurance coverages:
 - 1) general liability insurance with coverage at a minimum of \$1 million per occurrence as well as \$1 million aggregate and
 - 2) accident insurance coverage.The general liability insurance policy shall list the City of Washington as additional insured and all such policies shall provide that they are not subject to cancellation or reduction in coverage except after thirty (30) days written notice to the City. The League shall deliver to the City certificates of insurance for all insurance policies required hereunder. The League shall, within a reasonable time prior to the expiration of any such policy, furnish the City with certificates of insurance evidencing renewal thereof.
 - C. Require all participants to execute a full release, hold harmless, and indemnification agreement that includes a release of the City.
 - D. Unless the same are waived (see Section I.D.1. below), pay all fees that may be required by the City, including a per participant fee in the amount of \$30.00 (or the then current amount as established by the Washington City Council) two (2) weeks prior to its opening day. Payment shall be accompanied by a copy of the roster for each team. A copy of the roster for each team will not be required if said participant fee is waived. The

League shall make good faith, reasonable efforts to assist the City in lowering and managing operational costs.

- 1) On June 13, 2011, the City Council approved motions that effectively waived the imposition of a \$30.00 per participant fee by the City upon the League on the condition that the League charge a participation or registration fee for its next, 2012, season that is \$30.00 less than the participation or registration fee that the League charged for its previous, 2011, season. Therefore, the League will be responsible for paying to the City a per participant fee in the amount of \$30.00 unless the League charges a participation or registration fee for its next, 2012, season that is \$30.00 less than the participation or registration fee that the League charged for its previous, 2011, season.
 - E. Obtain approval from the City for all practice, practice game, and game schedules two (2) weeks prior to the respective start dates.
 - F. Obtain approval from the City for any physical improvement to facilities.
 - G. Follow the “modified, League” Outdoor Special Events Policy when scheduling preseason as well as post season tournaments and events.
 - H. Operate any concession stand facility in accordance with policies established by the City. The League shall be solely responsible for staffing workers and maintaining an inventory of products sold and to be sold. The League shall also be solely responsible for performing any maintenance and repairs that may be needed to equipment purchased by the League, or equipment given to the League by the City, for use in any concession stand operated by the League.
 - I. The League may utilize certain equipment furnished to the League by the City. The League shall be responsible for the repair and replacement of any such equipment that is required as a result of damage caused by accident, misuse, or negligence on the part of the League, its participants, or spectators. The City shall be responsible for the repair and replacement of any such equipment that is required as a result of ordinary use and normal wear and tear.
 - J. Save as well as excepting and expressly subject to the City’s maintenance obligation specifically described hereinbelow, the League hereby accepts the conditions of the City’s facilities “AS IS”.
 - K. With the exception of the foregoing and field maintenance, the League shall bear full responsibility for the organization and administration of the League’s operation and its program in accordance with the applicable standards of any parent organization with which the League may be affiliated.
- II. In exchange for the foregoing, the City shall perform the following obligations.
- A. Maintain all facilities, including restrooms, concession stands, press boxes, grounds, fields and ball field lights. The City shall make good faith, reasonable efforts to assist the League in lowering and managing

operational costs. The City will use its best efforts to fulfill reasonable maintenance requests from the League that are reasonably within the City's manpower and that are included in its then current budget.

- B. Incur financial responsibility for utility costs for ball field lights, major improvements to recreational facilities, and maintenance of the related facilities.
- C. Obtain any permits that are necessary from the Health Department and ensure that any concession facility meets all applicable Health Department regulations (includes setting policies and procedures to meet said regulations). *See attached Exhibit A, North Carolina General Statute § 130A-248(a4).*
- D. The City, in its sole discretion, may assign a staff person to the Susiegray McConnell Sports Complex, Bobby Andrews Recreation Center, or other City facilities used by the League for general oversight and facility supervision.
- E. Establish field use priorities. The City will use its best efforts to work with the League in order to ensure that there is adequate facility space to conduct the League's program within the limitations of the facilities then available and to prioritize facility use for the youth of the community.
- F. If requested, provide such technical assistance and guidance as may be within the City's experience or at its disposal.
- G. For every fifty (50) paying participants in the League during any one season, the City will exempt the League from paying one participant fee for a scholarship awarded by the League based on need. Said exemptions/scholarships shall not exceed ten (10) for any one league during any one season. This provision shall be inapplicable so long as the City waives the imposition of a per participant fee by the City upon the League and the League reduces its participation or registration fee by \$30.00 per participant as more specifically provided for in Section I.D.
- H. The City will reimburse the League \$5.00 for each paying participant who is a verifiable resident of the City of Washington. This provision shall be inapplicable so long as the City waives the imposition of a per participant fee by the City upon the League and the League reduces its participation or registration fee by \$30.00 per participant as more specifically provided for in Section I.D.

III. Other.

- A. The League shall consider the recommendations for best practices, and shall consider complying with the requests, contained in the Recommendations for Best Practices and Requests by the City attached hereto as Exhibit B, understanding that the recommendations and requests therein do not create any legal obligation on the part of the League.
- B. With the above responsibilities and obligations in mind, it is expressly understood and agreed by the Parties that they each must support one another in these efforts.

- C. In carrying out the responsibilities and obligations of this Agreement, the League is an independent contractor and/or entity separate and apart from the City and is not an agent or employee of the City.
- D. If either Party wishes to terminate this Agreement, notice of termination must be tendered in writing thirty (30) days prior to termination.
- E. The League does, for itself, its agents, successors and assigns, hereby unconditionally release, hold harmless, and will indemnify, acquit, defend and forever discharge (hereinafter "Release") the City, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, attorneys, insurers, successors, and assigns, and each of them, respectively, (hereinafter "City Indemnitees") of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, attorney's fees, and consequential, general, special, and punitive damages or liabilities (hereinafter "Claims"), known or unknown, on account of, or in any way related to or growing out of this Agreement, the League's use of City property, or the League's programs.
 - 1) The foregoing Release does not include any Claims to the extent said Claims result solely from the negligence, an error, or an omission of or by the City Indemnitees.

IV. It is expressly understood that the League's use of the City's facilities is contingent upon the League's compliance with this Agreement. In the event either party fails, in the estimation of the other, to perform any of the obligations contained in this Agreement, the complaining party shall provide the other party with written notice of the same and reserves the right to take what action may be necessary to enforce this Agreement. The City reserves the right to, among other things, suspend, without recourse from the League, the League's right to use City facilities until such time as said obligation has been fulfilled or otherwise addressed to the satisfaction of the City. If the City suspends the League's right to use City facilities, the City will consider refunding, but is not obligated to refund, a portion of the fees described in section I.D. unless the same were waived (see Section I.D.1. above).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 20____.

**CITY OF WASHINGTON
PARKS AND RECREATION
DEPARTMENT**

LEAGUE
Name: _____

By: _____
Philip Mobley, Director
P.O. Box 1988
Washington, NC 27889

By: _____, President
Address: _____

EXHIBIT A

§ 130A-248. Regulation of food and lodging establishments. ...

(a4) For the protection of the public health, the Commission shall adopt rules governing the sanitation of limited food service establishments. In adopting the rules, the Commission shall not limit the number of days that limited food service establishments may operate. Limited food service establishment permits shall be issued only to political subdivisions of the State, establishments operated by volunteers that prepare or serve food in conjunction with amateur athletic events, or for establishments operated by organizations that are exempt from federal income tax under section 501(c)(3) or section 501(c)(4) of the Internal Revenue Code. ...

EXHIBIT B
Recommendations for Best Practices and Requests by the City

Recommendations for Best Practices

1. The League should affiliate with a generally recognized parent organization for its sport. The League should establish a volunteer board of directors that is the decision making body for the League and adopt By-laws for the League in accordance with the generally accepted principles of the nonprofit status of the League or otherwise in compliance with the applicable standards of the parent organization with which the League is affiliated. All League Board meetings should be publicized and open to the public with provision for public comment during each meeting.
2. Perform a criminal record check on all League officials, coaches, and team moms/dads before they assume any League duties. If necessary, the City is available for consultation concerning the type of criminal background check utilized.
3. In the event it is brought to the attention of any League official that any League official, coach or team mom/dad has subsequently been charged with a criminal offense other than minor offenses or traffic infractions, the League should take what steps are necessary to confirm such charge and, if confirmed, should consider whether suspension of such person from their position until such time as the charge is resolved without a conviction is warranted.
4. The City strongly recommends that the League obtain directors and officers insurance and provide a meaningful training program for coaches.
5. Ensure that each child who registers with the League and complies with the League's policies is provided a meaningful opportunity to play. Equal playing time rules are encouraged.

Requests by the City

1. In order to facilitate communications with the League's Board, the City requests that the League provide the City with a list of its Board members, their respective positions, and their contact information (addresses, phone numbers, and email addresses) prior to the first practice of the season.



City of Washington **REQUEST FOR CITY COUNCIL ACTION**

To: Mayor Jennings & Members of the City Council
From: Keith Hardt, Electrical Director
Date: March 26, 2012
Subject: Piggyback of Bucket Truck
Applicant Presentation: Keith Hardt, Electric Director
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council authorize the purchase of a Bucket Truck through the piggyback of the City of Washington's purchase order 46840 dated May 3, 2011, and approve the purchase order to be written.

BACKGROUND AND FINDINGS:

<u>Vendor</u>	<u>Cost Per Unit</u>	<u>Delivery</u>	<u>Less Trade-In</u>
Altec	\$183,033.00	180 days	N/A

The General Statutes approved G.S. 143-129 as an exception which allows purchases of apparatus, supplies, materials, or equipment from contracts established by the United States of America or any federal agency, State, or local government if the contractor is willing to extend to a political subdivision of the State the same or more favorable prices, terms, and conditions as established in the federal, state, or local government contract if bid in the past 12 months.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

\$200,000 Currently Budgeted (Account 35-90-8390-7403) ___ Requires additional appropriation
___ No Fiscal Impact

SUPPORTING DOCUMENTS

City Attorney Review: ___ Date By: ___ (if applicable)
Finance Dept Review: ___ Date By: ___ (if applicable)
City Manager Review: EPW Concur ___ Recommend Denial ___ No Recommendation
4/2/12 Date April 9, 2012
Page 49 of 139



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Philip Mobley, Director *PJM*
Date: April 9, 2012
Subject: Adopt Ordinance to Amend the Festival Park Capital Project
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move City council Adopt Ordinance to Amend the Capital Project for the Festival Park Project.

BACKGROUND AND FINDINGS:

We would like to move money from contingency (\$26,250) to cover short falls in Planning (\$7,481) and to cover future construction costs.

To date this project is estimated to be 95% complete. The planning phase for the Festival Park has been completed. The on-going and future construction items are:

Coastal Electric Co	Estimate	\$1,250
Landscaping grass and grounds	Estimate	\$1,000
Trees	Estimate	\$1,000
Performance Lights	Estimate	\$8,000
Electrical Pods & connections	Estimate	\$2,019.

Landscaping of grass will be an on-going process. Tree planting will be an on-going seasonal process.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account 62-40-6120-8000) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *(Signature)* Concur _____ Recommend Denial _____ No Recommendation 7/3/12 Date

**AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE FOR
THE FESTIVAL PARK PROJECT
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

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

Section 1. That the following accounts in the Festival Park Capital Project be increased or decreased by the following amounts:

62-40-6120-0400	Planning & Design	\$ 7,481
62-40-6120-8000	Construction	18,769
62-40-6120-9900	Contingency	<u>(26,250)</u>
	Total	\$ 0

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this the 9th day of April, 2012.

MAYOR

ATTEST:

CITY CLERK



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 9, 2012
Subject: Budget Ordinance Amendment Capital Outlay
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a budget ordinance amendment to fund the current years budgeted installment purchases with fund balance instead of installment financing.

BACKGROUND AND FINDINGS:

Council prefers to pay for this year's installment purchases with fund balance instead of installment financing. The capital outlay amounts have been adjusted to reflect actual and revised estimates.

PREVIOUS LEGISLATIVE ACTION

March 12th Council Meeting

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JW Concur _____ Recommend Denial _____ No Recommendation
4/5/12 Date April 9, 2012

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

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 or decreased in the following accounts and amount:

10-00-3920-9101	Proceeds From Lease Purchase	\$(317,066)
10-00-3991-9910	Fund Bal. Appropriated	<u>254,251</u>
		\$(62,815)

Section 2. That the General Fund appropriations budget be increased or decreased in the following fund accounts and amount:

10-10-4341-7403	Installment Purchases	\$(149,500)
10-20-4510-7403	Installment Purchases	(85,066)
10-10-4310-7404	Installment Purchases	(82,500)
10-10-4341-7400	Capital Outlay	147,000
10-20-4510-7400	Capital Outlay	85,066
10-10-4310-7400	Capital Outlay	40,000
10-50-4020-8100	Principal Payments Notes	(10,730)
10-50-4020-8300	Interest Payments Notes	(2,285)
10-50-4020-8000	Proposed Installment Note Pymt.	<u>(4,800)</u>
		\$(62,815)

Section 3. That the Estimated Revenues in the Electric Fund be increased or decreased in the following accounts and amount:

35-90-3920-9100	Installment Note Proceeds	\$(630,000)
35-90-3991-9910	Fund Bal. Appropriated	<u>585,646</u>
		\$(44,354)

Section 4. That the Electric Fund appropriations budget be increased or decreased in the following fund accounts and amount:

35-90-7250-7403	Installment Purchases	\$(35,000)
35-90-8370-7403	Installment Purchases	(255,000)
35-90-8375-7403	Installment Purchases	(70,000)
35-90-8390-7403	Installment Purchases	(270,000)
35-90-7250-7400	Capital Outlay	35,000
35-90-8370-7400	Capital Outlay	255,000
35-90-8375-7400	Capital Outlay	70,000

35-90-8390-7400	Capital Outlay	260,000
35-90-4020-8300	Installment Note Principal	(29,150)
35-90-4020-8301	Installment Note Interest	(6,204)
		\$ (44,354)

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall become effective upon its adoption.

Adopted this the 9th day of April, 2012.

MAYOR

ATTEST:

CITY CLERK



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 9, 2012
Subject: Compensation Claims Solutions Service Agreement
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the City Manager to enter into a three year agreement with Compensation Claims Solutions for the administration of workers compensation claims.

BACKGROUND AND FINDINGS:

Current three year agreement expires on June 30th, 2012.

The annual fee of \$20,000 is unchanged from the current agreement.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Service agreement

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: MR Concur _____ Recommend Denial _____ No Recommendation
4/3/12 Date April 9, 2012



SERVICE AGREEMENT FOR ADMINISTRATION OF WORKERS' COMPENSATION CLAIMS

This agreement (the "Agreement") is made and entered into this the 1st day of July, 2012 by and between Compensation Claims Solutions, ("C.C.S.") a corporation organized and existing pursuant to the laws of the State of North Carolina and City of Washington.

WITNESSETH

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

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

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

Section 1 Reported Claims/Fees

- 1.1 Reporting. Self-Insurer shall promptly report to C.C.S. each workers compensation claim of an Employee which Self-Insured desires C.C.S. to administer.
- 1.2 Fees to C.C.S. Self-Insurer shall pay to C.C.S. fees (the "Fees") for services performed by C.C.S. pursuant to this Agreement in accordance with the following:
 - a. All claim functions will be handled for a flat annual fee of \$20,000.00 for each of the fiscal years, 07/01/12-06/30/13, 07/01/13-06/30/14 and 07/01/14-06/30/15.
 - b. Billing. C.C.S. shall deliver invoices to the Self-Insurer on a Quarterly basis requesting payment of Fees earned pursuant to this Agreement.

Section 2
Administration of Reported Claims

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3

Indemnification; Defense of C.C.S.

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

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

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

Section 4
Term and Early Termination

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

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

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

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

Section 5
Notices

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

If to C.C.S.:

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

If to City of Washington:

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

Section 6
Miscellaneous

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

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

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

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

COMPENSATION CLAIMS SOLUTIONS

By: 

CITY OF WASHINGTON

By: _____



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 9, 2012
Subject: Adopt Resolution Authorizing the Deputy Finance Officer to Sign the Pre-audit Certificate

Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a resolution authorizing the Deputy Finance Officer to Sign the Pre-Audit Certificate.

BACKGROUND AND FINDINGS:

G.S. 159-28 requires that the pre-audit certificate be signed by the Finance Officer or a Deputy Finance Officer approved for this purpose by the Governing Board. This resolution grants this authority to the Deputy Finance Officer (Assistant Finance Director) in the Finance Officer's absence. A pre-audit certificate certifies that an obligation that is to be incurred is appropriated for in the budget or capital project ordinance.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Resolution

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: MR Concur _____ Recommend Denial _____ No Recommendation
4/9/12 Date. April 9, 2012

**Resolution Authorizing the Deputy Finance Officer
to Sign the Pre Audit Certificate**

WHEREAS, G.S. 159-28 requires that the pre audit certificate be signed by the Finance Officer or a Deputy Finance Officer approved for this purpose by the governing board;

WHEREAS, there are times when the Finance Officer is not available to sign the pre audit certificate;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD THAT:

Section 1. The Governing Board hereby authorizes the Deputy Finance Officer authority to sign the pre audit certificate.

Section 2. This Resolution shall become effective upon adoption.

Adopted this the 9th day of April, 2012.

Mayor

Attest:

City Clerk



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Joshua Kay, City Manager *JK*
Date: April 3, 2012
Subject: Capital Improvement Plan – 2012/2013 FY
Applicant Presentation:
Staff Presentation:

RECOMMENDATION:

I move that the City Council approve the 2012/2013 portion of the Capital Improvement Plan.

BACKGROUND AND FINDINGS:

City Council discussed the projects and proposed prioritization at the March 26, 2012 Committee of the Whole meeting. Attached is the City Manager’s prioritization of projects for FY 2012/2013 only by fund.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

Currently Budgeted Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Prioritization of projects by fund for FY 2012/2013

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JK* Concur _____ Recommend Denial _____
 No Recommendation 4/3/12 Date

Fund	Manager Prioritization	Project	Total Project Amount	FY 12/13 Operating Cash - Estimated	CIP Page #
General Fund	1	Fire rescue truck replacement	\$350,000	\$17,500	12
	2	Civic Center decking replacement	\$125,000	\$35,000	1
	3	Replace 2 police cars	\$55,000	\$55,000	11
	4	Replace City Hall chillers	\$90,000	\$90,000	4
	5	Replace Logics server	\$45,000	\$45,000	4
	6	Install fiber to com center	\$65,000	\$65,000	6
	7	West-end restrooms on Stewart Parkway	\$300,000	\$50,000	28
	8	Replace street sweeper	\$240,000	\$52,000	21
	9	Replace 2 Library servers	\$48,000	\$48,000	26
	10	2nd (of 5) year boardwalk replacement	\$19,000	\$19,000	29
	11	Planning - Replace Ford Ranger (Vehicle #122)	\$19,000	\$19,000	10
	12	Streets - Replace 2-ton dump truck	\$70,000	\$70,000	
	13	New adult softball field at McConnell	\$102,000	\$20,000	31
	14	Fire - Replace support vehicle	\$19,000	\$19,000	13
	15	Civic Center restrooms repairs/updates	\$35,000	\$35,000	2
	16	Planning - Replace Ford Taurus (Vehicle #124)	\$19,000	\$19,000	9
	17	IT - Wireless Canopy Upgrade	\$35,000	\$35,000	8
Storm Water	1	Replace Vehicle #457 ('98 Pickup)	\$30,000	\$30,000	24
Water Fund	1	Parrallel Water Line	\$675,000	\$46,000	40
	2	AMR Meter Changeout	\$300,000	\$300,000	41
	3	Replace 3/4 ton pickup truck (#413)	\$40,000	\$40,000	49
	4	Chlorine disinfection at WTP and storage building (engineering)	\$40,000	\$40,000	42
	5	Replace Ford Tractor (#553)	\$40,000	\$40,000	50

Sewer Fund	1	Lift Station generator	\$32,000	\$32,000	53
	2	Replace sewer flusher (#4008)	\$90,000	\$90,000	62
	3	Degritter	\$45,000	\$45,000	56
	4	Water & Bonner Street lift station	\$500,000	\$33,276	57
Electric					
	1	Replace bucket truck (#606)	\$200,000	\$46,000	78
	2	Long Range & Sectionalizing Plans	\$80,000	\$80,000	64+65
	3	Wire tensioner	\$40,000	\$40,000	79
	4	Replace (#619)	\$50,000	\$50,000	80
	5	34 kV Substation Regulators	\$85,000	\$85,000	88
	6	Highland Drive circuit breaker	\$45,000	\$45,000	87
	7	Replace (#622)	\$30,000	\$30,000	81
	8	Terra Ceia Rebuild	\$325,000	\$75,000	69
	9	Engineering for 2nd & 5th Street rebuild	\$100,000	\$100,000	70
	10	Engineering for Grimesland Road rebuild	\$90,000	\$90,000	71
	11	Engineering for Whitepost to Slatestone 12kV tie	\$100,000	\$100,000	72
	12	Engineering for downtown improvements	\$100,000	\$100,000	86
Airport Fund					
	1	Drainage Repairs	\$383,000	\$38,000	94
	2	Vision 100 Grant projects	\$167,000	\$16,700	95
Solid Waste					
	1	Replace rear-load garbage truck (#483)	\$140,000	\$32,177	96
Cemetery					
	1	Replace '01 pick-up truck (#511)	\$15,000	\$15,000	102
	2	Replace '96 2-ton dump-truck w/1-ton (#513)	\$35,000	\$35,000	103



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Mike Whaley, Purchasing Agent
Date: 04-03-12
Subject: Declare Surplus/Authorize Electronic Auction of Vehicle through GovDeals
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

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

BACKGROUND AND FINDINGS:

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

<u>Vehicle Number</u>	<u>Make/Model Description</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
#657 (511)	2001 Dodge Ram 1500 Truck	1B7HC16YX1S676765	135,631

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: sw/12 Concur _____ Recommend Denial _____ No Recommendation
4/11/12 Date April 9, 2012
 Page 66 of 139



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 9, 2012
Subject: Purchase Orders > \$20,000 Approval
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council approve the attached purchase orders.

BACKGROUND AND FINDINGS:

Requisition #11045, \$23,182.50 to Talbert & Bright for design services of the pavement rehabilitation grant project at the airport, account 37-90-4530-4512.

PREVIOUS LEGISLATIVE ACTION

2011-2012 adopted budget and amended budget.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Requisitions

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: (M) Concur _____ Recommend Denial _____ No Recommendation
4/3/12 Date

Requisition Form

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

Requisition #: 11045
PO #: Not Assigned
User Name: Terry Boyd

Date: 03/30/2012
Approved By:
Approved Code: Awaiting Final Approval
Total Amount: \$23,182.50

TALBERT & BRIGHT
4810 SHELLEY DRIVE
WILMINGTON, NC 28405

Ship To:
CITY OF WASHINGTON CITY HALL (PW)
102 EAST SECOND ST.
WASHINGTON, NC 27889

Vendor Instructions: Allen Lewis
Public Works
252 975-9302

Quantity	Description	Job Number	Unit Price	Extended
1	Professional Services for design services of pavement rehabilitation		\$23,182.50	\$23,182.50
Sub Total				\$23,182.50
Total Tax				\$0.00
Total				\$23,182.50

Account Number	Account Description	Amount
37-90-4530-4512	VISION 100 GRANT 36237.38.8.1	\$23,182.50
Total		\$23,182.50

Approval List

Dept Level Approval:	_____
Department Head:	_____
PO Level Approval:	_____
Purchase Order Prep:	_____



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning and Development
Date: April 9, 2012
Subject: Public Hearing; Adopt resolution authorizing submission of 2012 Public Waterfront Access Grant Fund application
Applicant Presentation: John Rodman, Planning and Development
Staff Presentation: As requested

RECOMMENDATION:

I move that the Washington City Council adopt the resolution in support of the submission of a \$247,500 proposal to the North Carolina Division of Coastal Management, Public Beach and Waterfront Access Funds grant program for year 2012 for the acquisition of the former "Little Mint" property located on Hwy 17 South and adjacent to the Tar River.

BACKGROUND AND FINDINGS:

The NC Public Beach and Waterfront Access Program is a matching grant program administered by the Department of Environment and Natural Resources, Division of Coastal Management

The purpose of the public hearing is to describe the acquisition of the former "Little Mint" property that will take place, should the proposal be funded. Approved activities through this program include land acquisition, site improvements, and amenities for public access.

For land acquisition local government match for Tier 1 counties must be at least 10% of the total project costs. At least 1/2 of the local contribution (5% of the total cost) must be cash; the remainder may be in-kind.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

____ Currently Budgeted X Requires additional appropriation ____ No Fiscal Impact

SUPPORTING DOCUMENTS

Target area map, Preliminary budget
Resolution, PH Advertisement

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: April 9, 2012 (if applicable)
City Manager Review: JR Concur Page 09 of 139 Denial ____ No Recommendation 4/9/12 Date

**RESOLUTION OF SUPPORT FOR THE CITY OF WASHINGTON'S
APPLICATION FOR THE N.C. DIVISION OF COASTAL MANAGEMENT'S
PUBLIC BEACH AND WATERFRONT ACCESS GRANT FUNDS**

WHEREAS, the N. C. Public Beach and Coastal Waterfront Access Program is a matching grant program administered by the Department of Environment and Natural Resources, Division of Coastal Management; and

WHEREAS, the City of Washington will forward an application to the Division of Coastal Management(DCM) requesting a grant from the N.C. Public Beach and Waterfront Access Program for year 2012; and

WHEREAS, this year the request for funding demonstrates the continued interest by the local government to improve public access to the waterfront; and

WHEREAS, the City of Washington understands the primary purpose of the program is to provide pedestrian access to the waterfront; and

WHEREAS, the people of Washington realize the importance of public access to the Tar and Pamlico Rivers; and

WHEREAS, the acquisition of property is critical to achieve public access along the Tar and Pamlico Rivers; and

WHEREAS, the City advertised and conducted a public hearing on April 9, 2012 for the purpose of soliciting public comment on the proposed land acquisition and 2012 CAMA grant application, and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Washington does hereby go on record supporting the submission of the application to the N.C. Division of Coastal Management for Public Beach and Waterfront Access funds for the acquisition of the former "Little Mint" property.

Adopted this the 9th day of April, 2012 in Washington, North Carolina.

N. Archie Jennings, Mayor

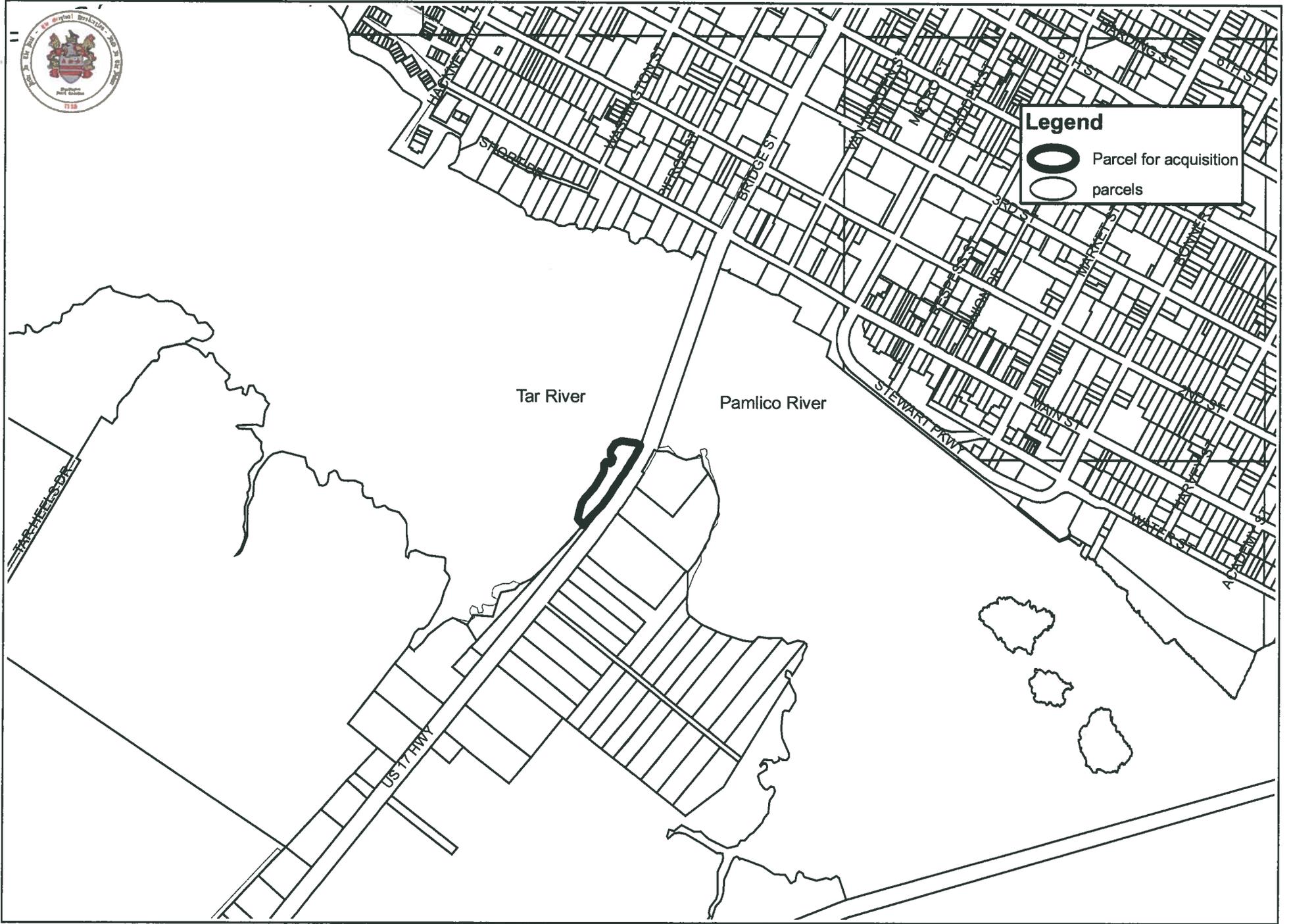
Attest:

Cynthia S. Bennett, City Clerk

**N.C. DIVISION OF COASTAL MANAGEMENT'S PUBLIC BEACH
AND WATERFRONT ACCESS GRANT FUNDS**

Preliminary Budget - Acquisition of former "Little Mint"
property

Grant request	\$225,000
Local Cash match	\$ 11,500
Local In-kind match	\$ 11,500
Total	\$247,500



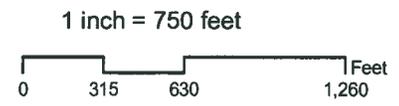
Legend

-  Parcel for acquisition
-  parcels



City of Washington
Public Waterfront Access Grant
Property Acquisition

April 9, 2012
Page 72 of 139





Tar River

Pamlico River

BRIDGE ST

US 17 HWY

Legend

-  Parcel for acquisition
-  parcels



City of Washington
Public Waterfront Access Grant
Property Acquisition

April 9, 2012

Page 73 of 139

1 inch = 160 feet



Public Hearing Notice

The Washington City Council will conduct a public hearing on Monday, April 9, 2012 at 6:00 p.m. for the purpose of receiving public comment regarding a Coastal Area Management Act (CAMA) grant to acquire the parcel of land that formerly hosted the "Little Mint" located on Hwy 17 South. The acquisition will increase public access for recreational purposes. The public hearing will be held in Council Chambers located in the 2nd floor of the municipal building, 102 East 2nd Street, Washington, North Carolina.

Washington Daily News



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning and Development
Date: April 9, 2012
Subject: Public Hearing; Authorize submission of FY 11 Community Development Block Grant funds, Catalyst grant
Applicant Presentation: J. Reed Whitesell, Holland Consulting Planners
Staff Presentation: As requested

RECOMMENDATION:

I move that the Washington City Council support the submission of a \$500,000 proposal to the North Carolina Department of Commerce, Division of Community Investment and Assistance's Catalyst grant program, and the City of Washington approve a \$ _____ local commitment from the City General Fund to supplement CDBG acquisition funds.

BACKGROUND AND FINDINGS:

The purpose of the public hearing is to describe the activities that will take place, should the proposal be funded. Approved activities through the FY 11 Catalyst program limit the city to completing either housing activities (acquisition/clearance/rehabilitation) or public facility/parks and recreation improvements with these funds. \$500,000 is the maximum award.

Please see the attached memorandum from Holland Consulting Planners for further details.

The City contribution is contingent upon receipt of a CDBG grant agreement and would be appropriated for the FY 2012-2013 and FY 2013-2014 budget years.

PREVIOUS LEGISLATIVE ACTION

Public Hearing #1 hosted, February, 2012

FISCAL IMPACT

_____ Currently Budgeted Requires additional appropriation _____ No Fiscal Impact

SUPPORTING DOCUMENTS

- Memorandum, Holland Consulting Planners
- Target area map
- Preliminary budget PH Advertisement

NOTICE OF PUBLIC HEARING
RELATIVE TO APPLICATION
BY THE CITY OF WASHINGTON
FOR FUNDING UNDER THE HOUSING AND COMMUNITY
DEVELOPMENT ACT OF 1974, AS AMENDED

Notice is hereby given that the City of Washington City Council will conduct a public hearing on Monday, April 9, 2012, at 6:00 p.m., or as soon thereafter as the agenda will allow, at the Washington City Council Chambers, 102 E. 2nd Street, Washington, NC, relative to the intention of the city to apply for FY2011 CDBG NC Catalyst Program funding under Title I of the Housing and Community Development Act.

The City of Washington intends to submit an application for a grant of approximately \$500,000 in CDBG NC Catalyst funds to undertake housing activities and parks and recreation improvements along West 5th and 6th Streets between N. Bonner Street and N. Respass Street.

The following is a tentative list of proposed activities and an estimated budget. The final application will be reviewed at the public hearing.

1.	Housing Activities (Acquisition/Clearance/Rehabilitation)	\$400,000
2.	Parks & Recreation Improvements	\$ 50,000
3.	Administration	<u>\$ 50,000</u>
	TOTAL	\$500,000

All citizens are requested and encouraged to attend the public hearing and make comments and suggestions. If additional information is needed, please contact the Planning Director's Office at 252/975-9317.

Formal written complaints or comments concerning the application process that are submitted to the Planning Director will be responded to within ten working days by the Washington City Council.

This information is available in Spanish or any other language upon request. Please contact John Rodman, Planning Director, at 252/975-9317 or at the Planning Department, 102 E. 2nd Street, Washington, NC, for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con John Rodman, Planning Director, al 252/975-9317 o en Planning Department, 102 E. 2nd Street, Washington, NC, de alojamiento para esta solicitud.

Memorandum

To: John Rodman, Planning Director
City of Washington

From: Reed Whitesell, AICP
Holland Consulting Planners, Inc.

Re: City of Washington FY11 CDBG Catalyst Application

Date: March 29, 2012

John: As you are aware, the City Council has agreed to submit an FY11 CDBG Catalyst application to the Division of Community Investment and Assistance on or before 4/30/12. The city has already held one public hearing to advise the public of the application process and is required to hold a second public hearing to present the specifics of the project – this public hearing has been scheduled at 6:00 PM on 4/9/11 (see attached PH advertisement).

The city is limited to completing either housing activities (acquisition/clearance/rehabilitation) or public facility/parks and recreation improvements with these funds. HCP has discussed several project alternatives with you and other city staff members and we feel that the most competitive housing target area is located in the southeastern quadrant of the “Old Fort” community development area. This area is adjacent to one of the FY07 CDBG-CR sub-areas, and also is adjacent to areas in which the city has acquired open space or provided elevation assistance in past flood mitigation programs. We will provide two maps for the agenda package going to the city clerk on Monday. I have attached rough versions of both maps, and Chris Hilbert is working on some refinements for Monday – please understand that we are in the process of surveying the actual target area bounded by Bonner and Respass and 5th and 7th Streets and will not have actual household survey data until mid-April.

We understand that the city has identified several priority rehab and demolition structures on 7th Street west of the proposed FY11 Catalyst target area. However, it is imperative that the City Council understand that this project area was selected over other potential areas in the larger “Old Fort” community development area because of the “community facilities” component allowed within this area. The proposed bikeway/greenway extension from Bonner to Market is listed as a high priority within the City’s adopted Pedestrian Plan. The project also deals with city-identified demolition priorities and other substandard housing that is appropriate and cost-effective for rehabilitation (as well as reduction/elimination of flood hazards along the Jack’s Creek floodway). The previous 6th/7th Street area CDBG-CR subareas were selected because of the availability of the “infrastructure” component allowed in the previous CR category (and that application was the highest rated application that fiscal year). These new “Catalyst” projects do not allow infrastructure improvements and they need to show some economic and public use benefit. That’s why the greenway improvements and the removal of dilapidated units within the commercial zoning along US 264 & Market Street in the target area are

important to the competitiveness of the application. Those activities would not be possible if we focused on the West 7th Street area.

This project could be considered "Phase I" of a proposed Old Fort Community Development Initiative. We have budgeted \$15,000 in planning funds for the city staff to utilize to develop a Strategic Plan for redevelopment of the entire old Fort CD area – Phase II of the project would undoubtedly include elimination of priority housing needs along 7th Street west of the Phase I (FY11) area.

An important component of the proposed Catalyst project is acquisition and clearance to provide vacant parcels for future standard residential development to improve the overall neighborhood character and city tax base. We have contacted Metropolitan CDC and First South Bank to obtain letters of support for standard redevelopment of acquired parcels. Washington Housing Incorporated will be redeveloping three parcels to the west of the Catalyst target area on 7th Street with FY09 CDBG-HD funds concurrent to implementation of this project (if funded), which is a complementary element.

Obviously, there are not enough funds to provide a 100% treatment of the substandard conditions in the target area. A positive element of the Catalyst category is that the city is not required to address all needs in the target area – we can address the most pressing needs and also negotiate exclusively with owners who are supportive of the project, rather than engaging in prolonged negotiation/code enforcement as we have been dealing with in past CDBG target areas. We are in the process of pulling the tax cards and surveying the target area in order to prioritize needs/treatment as follows:

Acquisition/Clearance/Code Enforcement/Redevelopment

Acquire approximately 6-8 residential parcels within the target area for recombination of parcels and development of new housing. Also acquire some vacant commercial/dilapidated residential properties on 5th Street for sale to existing or new commercial owners. This could possibly involve trade-offs so the city could acquire some additional open space on the south side of Jacks Creek. This effort would include code enforcement if property can't be acquired or is unsuitable for redevelopment, and clearance of any dilapidated structures on these parcels. This component would also involve the displacement and relocation of 2-3 tenants to decent, safe, and sanitary housing.

Rehabilitation

Prioritization of approximately 5-6 potential owner-occupant rehabilitation beneficiaries based on a rating system that includes severity of housing need, income, special population, etc. (similar to HCP's CDBG Scattered Site rating system).

Parks/Recreation

Extension of bikeway/greenway from Bonner St. to Market St. as shown on target area map. Chris and Bianca are discussing the cost of this and attendant improvements such as landscaping and lighting/benches, etc., with the city's recreation and public works staff.

Planning

Budget approximately \$15,000 in planning funds to continue to develop the community development capacity of the city planning department, with particular emphasis on development of a Strategic Plan for the Old Fort community development area to guide in applying for future projects, active code enforcement, and partnership with the area's public housing. We would like to obtain a letter of support from WHA to include in the application.

City Contribution: I suggest that city commit a minimum of \$50,000 to this project. These funds would be used to supplement CDBG acquisition funds. I would appreciate it if you could resolve this with the city manager prior to Monday so I can prepare a resolution of commitment for the agenda package.

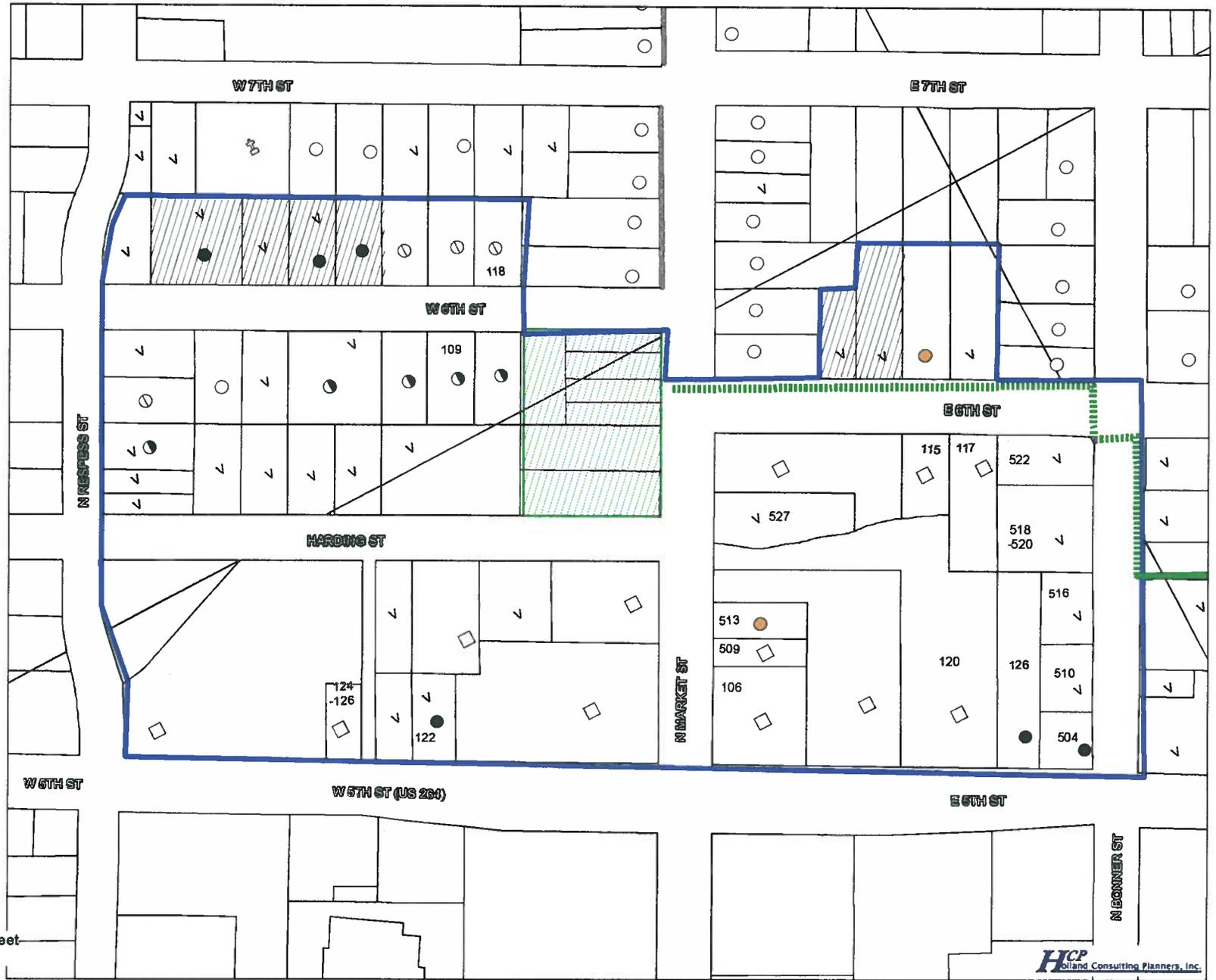


City of Washington, NC
FY11 CDBG Catalyst Program

Map 3: Existing Housing Conditions

FY11 Catalyst Target Area

- Proposed Infill Development
- Proposed Park
- Pedestrian Infrastructure**
 - Proposed Greenway Connection
 - Existing Sidewalk
 - Existing Greenway
- Housing Conditions**
 - Previous Elevation
 - Church
 - Vacant Unit or Parcel
- Standard Unit**
 - Frame Built
 - Commercial
- Moderately Deteriorated Unit**
 - Frame Built
- Severely Deteriorated Unit**
 - Frame Built
- Dilapidated Unit**
 - Frame Built

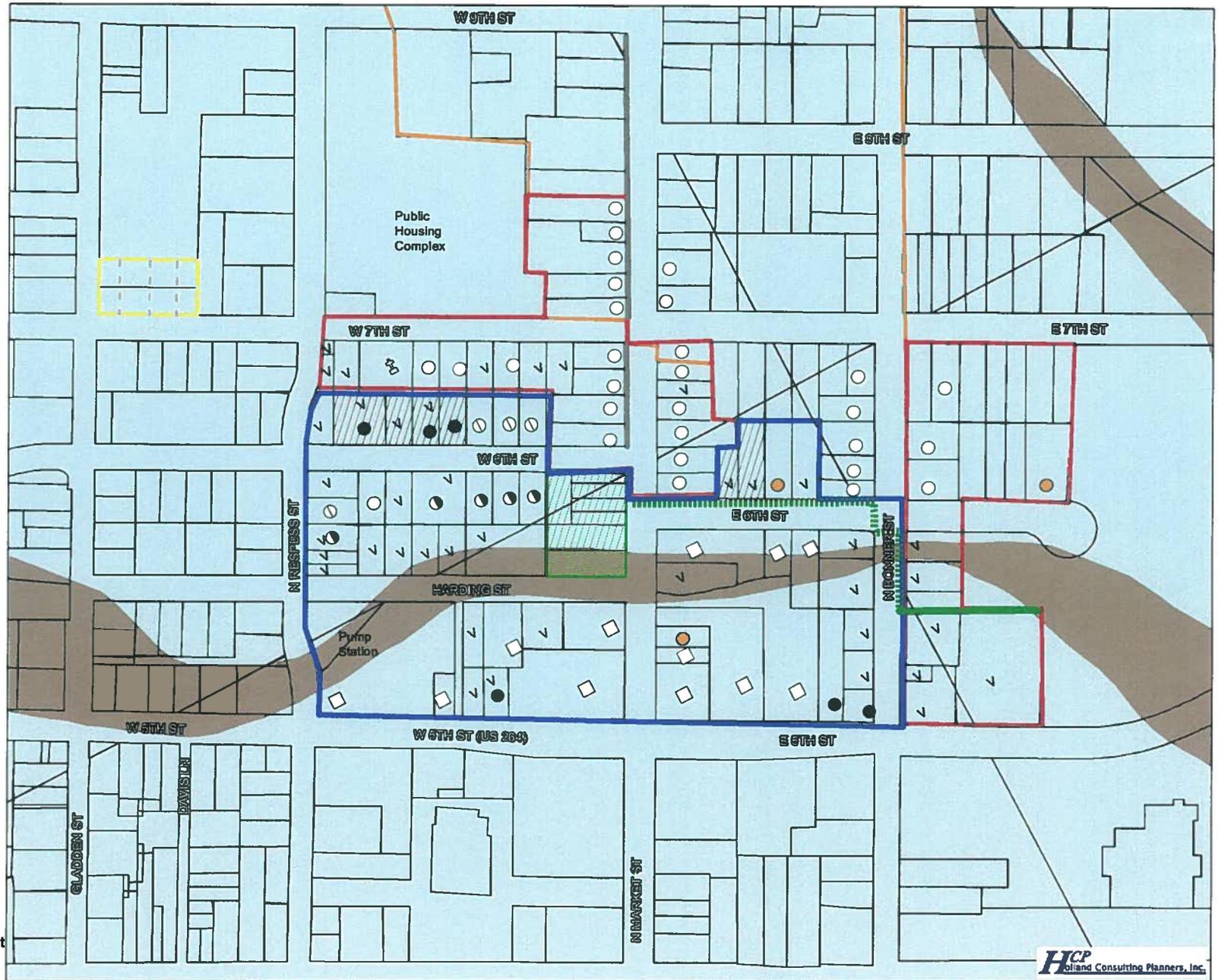
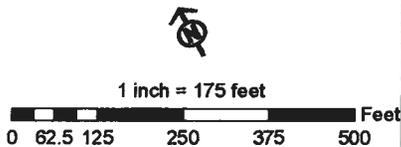




City of Washington, NC
FY11 CDBG Catalyst Program

Map 2: Old Fort Community
Development Target Area

- Historic District
- FY07 CDBG-CR Target Areas
- FY 09 HD
- FY11 Catalyst Target Area
- Flood Hazard
 - 100 Year
 - Floodway (Jack's Creek)
- Proposed Infill Development
- Proposed Park
- Pedestrian Infrastructure
 - Proposed Greenway Connection
 - Existing Sidewalk
 - Existing Greenway
- Housing Conditions
 - Previous Elevation
 - Church
 - Vacant Unit or Parcel
- Standard Unit
 - Frame Built
 - Commercial
- Moderately Deteriorated Unit
 - Frame Built
- Severely Deteriorated Unit
 - Frame Built
- Dilapidated Unit
 - Frame Built
 - Frame Built





City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, AICP, Planning and Development Director
Date: April 9, 2012
Subject: Public Hearing: Adopt resolution supporting submission of \$240,000 Division of Community Investment and Assistance's Small Business Entrepreneurial Assistance grant program.
Applicant Presentation: Staff, as requested
Staff Presentation: As requested

RECOMMENDATION:

I move that the City Council adopt a resolution supporting the submission of a \$240,000 proposal to the North Carolina Department of Commerce, Division of Community Investment and Assistance's Small Business Entrepreneurial Assistance grant program.

BACKGROUND AND FINDINGS:

The purpose of the public hearing is to describe the activities that will take place, should the proposal be funded.

This grant was designed to assist local governments that are already in the process of developing a coordinated effort to support and grow their community's small businesses. The local government would identify small businesses ready to hire additional full-time people but in need of funding to make this possible. Eligible activities:

- Infrastructure improvements (e.g., water, sewer, roads)
- Purchase of land
- Construction of a building or other improvements
- Renovation of an existing building to accommodate the business
- Construction of tenant improvements/finishes
- Leasing space in or purchasing an existing building
- Purchasing capital equipment
- Providing job training that can be linked to specific jobs at a specific firm.

In early 2012 planning staff released a "Call for Participation" to various media outlets including the Washington Daily News, Chamber of Commerce and the City's website. Interest in the program was strong. Small businesses from as far away as Fayetteville called to inquire about participating. Potential participants were sent a letter requesting information to describe their need for participation in the grant program. In the end five businesses submitted sufficient documentation

Company	Number of jobs	Salary of new employees	Total grant request	Company match	Project total
Tayloe Drug Company, Inc. AKA Hospital Pharmacy	2 FT: a. Pharmacist (shifting part-time to full time) b. assistant position	a. \$ 125,000 b. \$ 21,000 Full benefits (health, dental, vision) 3% retirement match	\$50,000	\$111,000, (Salary and Benefits)	\$161,000
East Carolina Imports	1 FT a. Mechanic	b. \$19.50 billable hours	\$25,000	\$500 (equipment)	\$25,500
Park Boat Company	3 FT: a. Mobile Serve Tech b. Parts and Service Salesman c. Yard Equipment Technician	a. \$25,000-\$35,000 b. \$25,000-\$35,000 c. \$20,000-\$25000 Some benefits;	\$75,000	\$25,000 (equipment)	\$100,000
Pamlico Fence	1 FT a. Fence salesman and estimator	a. \$25,000, no benefits PTO, 1 WEEK \$500	\$25,000	\$40,000	\$84,000
FRE Plumbing	1 FT: a. Plumber	a. \$20,000, no benefits	\$25,000	\$0.00	\$25,000
			Total job creation grant request	\$200,000	
			Grant administration	\$35,000	
			Planning	\$ 5,000	
			Total grant request	\$240,000	\$176,500
					\$416,500

PREVIOUS LEGISLATIVE ACTION

Public Hearing #1, February 13, 2012

FISCAL IMPACT

_____ Currently Budgeted _____ Requires additional appropriation _____ No Fiscal Impact

SUPPORTING DOCUMENTS

Resolution, Call to Participate and Public Hearing documentation

**RESOLUTION FOR THE CITY OF WASHINGTON'S APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE SMALL
BUSINESS ENTREPRENEURIAL ASSISTANCE GRANT PROJECT**

WHEREAS, the Washington City Council has previously indicated its desire to assist in economic development efforts for small businesses/entrepreneurs within the City and,

WHEREAS, the City Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit Tayloe Drug Company, Pamlico Fence, Park Boat Company, East Carolina Imports and FRE Plumbing; and,

WHEREAS, the City Council wishes the City of Washington to pursue a formal application for Community Development Block Grant funding to benefit the previously named companies; and will invest monies in the amount of \$176,500 or 45% of the project total into the project as committed to in the application.

WHEREAS, the City Council certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the City Council that the City of Washington is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant for Small Business & Entrepreneurial Assistance to benefit Tayloe Drug Company, Pamlico Fence, Park Boat Company, East Carolina Imports and FRE Plumbing

Adopted this the 9 day of April, 2012 in Washington, North Carolina.

N. Archie Jennings, III
Mayor

ATTEST:

Cynthia S. Bennett,
City Clerk

SMALL BUSINESS ENTREPRENEURIAL GRANT

Call to Participate

Grant funding may be available to assist in expanding your business

The Small Business and Entrepreneurial Assistance (SBEA) grant program, sponsored by Community Investment and Assistance Division of the North Carolina Department of Commerce is designed to assist local governments that are already in the process of developing a coordinated effort to support and grow their community's existing, small businesses. These grants are expected to help create and retain jobs within our state's most distressed communities. The purposes of SBEA grants are to provide funding to local governments to jumpstart growth of existing businesses, create new jobs or retain existing jobs, and to develop plans for creating an entrepreneurial environment in the community.

Each business must:

- Be located in the City of Washington
- Employ a minimum of (1) person and less than 100 people
- Be operating for a minimum of two years. Grant was design specifically for existing businesses
- Plan to expand, by increasing the number Full-Time employees (defined as 1,600 hours) over the next two (2) years
- 70% of all jobs created must go towards creating or retaining jobs for low to moderate income persons
- Businesses previously located outside of the local government boundaries (another town, county, state, etc.) are not eligible to participate.

Program Intent:

This grant was designed to assist local governments that are already in the process of developing a coordinated effort to support and grow their community's small businesses. The City of Washington, in an effort to support entrepreneurial activity, is identifying small businesses ready to hire additional full-time people but in need of funding to make this possible. Minimum grant award is \$150,000. Maximum grant award is \$250,000. \$25,000 per job.

Eligible Activities:

Examples of activities that may be eligible under this program include:

- Infrastructure improvements (e.g., water, sewer, roads)
- Purchase of land
- Construction of a building or other improvements
- Renovation of an existing building to accommodate the business
- Construction of tenant improvements/finishes
- Leasing space in or purchasing an existing building
- Purchasing capital equipment
- Providing job training that can be linked to specific jobs at a specific firm.

Examples of ineligible activities include:

- Revolving loan funds
- Incubator projects for start-up businesses
- Job training that cannot be linked to a specific job at a specific firm

In order to be eligible for funding, businesses must submit the following:

1. Two year financials; income and expense report
2. Pro forma; two year financial forecast
3. Project summary; one page narrative addressing the following:
 - Company history
 - Company activities (what do you do)
 - Number of current employees, anticipated increased in number of employees, anticipated salary, whether or partial or full benefits will be offered, how many Low to moderate income hires to you anticipate (rsee pre-hire income limits)
 - Where do you want to go?
 - How will this grant help you achieve your goal?
 - How will you use the grant money (capital purchase, building improvements, etc)?
4. Mini business plan. Should you need assistance contact SCORE: 252) 974-1848 or 1385 John Small Avenue

In addition each business must:

- Execute a legally binding commitment with the City of Washington/NC Department of Commerce guaranteeing job creation goals are met.
- Execute a limited waiver of Confidentiality for unemployment, tax and wage records (authorizes disclosure of certain information contained in the company's quarterly unemployment insurance tax records filed with the North Carolina Employment Security Commission)
- Execute a Private Company Commitment form; guaranteeing that quarterly reports will be submitted and that the company agrees to either screen all applications and hires for the required employee statistical information and the required documentation or to allow the Employment Security Commission to perform these functions on their behalf.
- After grant funds are awarded, companies will be required to perform an Environmental Review as part of the release of conditions process **after** the grant agreement and funding approval have been issued.

At least 70% of new SBEA hires must meet pre-hire income limits. Here are the 80% of median (LMI) income limits for 2011-2012

- 1 person \$29,550
- 2 person \$33,750
- 3 person \$37,950
- 4 person \$42,150

NOTICE OF PUBLIC HEARING
RELATIVE TO APPLICATION
BY THE CITY OF WASHINGTON
FOR FUNDING UNDER THE HOUSING AND COMMUNITY
DEVELOPMENT ACT OF 1974, AS AMENDED

Notice is hereby given that the City of Washington City Council will conduct a public hearing on Monday, April 9, 2012, at 6:00 p.m., or as soon thereafter as the agenda will allow, at the Washington City Council Chambers, 102 E. 2nd Street, Washington, NC, relative to the intention of the city to apply for FY2011 CDBG NC Small Business Entrepreneurial Grant Program funding under Title I of the Housing and Community Development Act.

The City of Washington intends to submit an application for a grant of approximately \$250,000 in CDBG NC Small Business Entrepreneurial Assistance funds to undertake job creation activities.

The following is a tentative list of proposed activities and an estimated budget. The final application will be reviewed at the public hearing.

1. Job Creation Activities	\$225,000
(Commercial building rehabilitation/Machinery and Equipment/working capital)	
2. Administration	\$ 20,000
3. Planning	\$ 5,000
<u>TOTAL</u>	<u>\$250,000</u>

All citizens are requested and encouraged to attend the public hearing and make comments and suggestions. If additional information is needed, please contact the Planning Director's Office at 252/975-9383

Formal written complaints or comments concerning the application process that are submitted to the Planning Director will be responded to within ten working days by the Washington City Council.

This information is available in Spanish or any other language upon request. Please contact John Rodman, Planning Director, at 252/975-9383 or at the Planning Department, 102 E. 2nd Street, Washington, NC, for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con John Rodman, Planning Director, al 252/975-9317 o en Planning Department, 102 E. 2nd Street, Washington, NC, de alojamiento para esta solicitud.



Little Washington Sailing Club

P.O. Box 1988 Washington, NC 27889

Phone 252-402-7878 Email: littlewashingtonsailing@gmail.com

www.littlewashingtonsailingclub.org

City Council Meeting Monday April 9, 2012

Report on 2011 Highlights and Plans for 2012

2011 Highlights:

- o 79 students
- o Offered 1 week all day beginner and advanced class
- o Classroom across from Chamber of Commerce
- o ended season with a positive cash flow
- o WUNC TV segment on school
- o Article in Blue Water Sailing with international distribution
- o Received new major funding from PCS and Wells Fargo Bank
- o Purchased new motor for one safety boat
- o Lost 2 boats to hurricane Irene
- o Considerable positive community feedback.

Plans for 2012

- o Hire lead instructor for season
- o June 2 week 1/2 day classes, July 1 week all day classes, August advanced classes
- o Chartering Sea Scout program
- o Replace boats lost in storm. Have located and in process now.
- o Move away from WHDA. Partner with another 501c3
- o Major emphasis on recruiting scholarship students.
- o Maintain positive cash flow.

Current Needs

- o New partner with 501c3 status or create our own
- o 2 replacement sailboats
- o Offseason storage space for boats and work area. (approx. 5000 sq.)



Beaufort County Arts Council
P.O. Box 634/108 Gladden Street
Washington, NC 27889
PH252.946.2504 FX252.975.6948
beaufortcountyarts@embarqmail.com
www.beaufortcountyartscouncil.org

MEMORANDUM

TO: Washington City Council
FROM: Beaufort County Arts Council
RE: NC SmART Initiative

In the fall of 2010, the North Carolina Arts Council established a Task Force to develop an arts-driven economic development plan for the cities and towns of North Carolina. The Task Force met over the course of a year and published The SmART Initiative, which details its research and recommendations. One of the key recommendations is to create The SmART Initiative Pilot Grant Program.

The Beaufort County Arts Council, in conjunction with several community stakeholders, submitted a request for funding to this unique Pilot Grant Program. The proposal seeks to create an arts and cultural district with the same boundary lines as the harbor district.

If funded, NC Arts Council resource teams will work with each pilot community to develop plans for utilizing its arts and cultural assets to create arts-driven economic development on a substantial scale. The resulting plans will outline strategies for how to generate a greater investment in the arts, stimulate community vitality and economic growth, and develop cultural districts and other impactful place-making projects. Cities and towns that receive pilot funding will be eligible for further support during the next phase of The SmART Initiative grant program.

Grant amounts will range from \$20,000 to \$30,000. The majority of these funds will cover the costs of the resource team. Some funds may be used to begin project implementation

Respectfully,

Joey Toler
Executive Director



City of Washington
MEMORANDUM

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 9, 2012
Subject: East Carolina Wildfowl Guild Budget Transfer

The Budget Officer transferred \$487 of funding between the Miscellaneous and Outside Agency divisions of the General Fund to provide funds for reimbursement of fees and services billed to the East Carolina Wildfowl guild above the \$2,500 maximum for the Wildlife Arts Festival.

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

Request for Transfer of Funds

Date: 3/27/2012

TO: City Manager or Finance Director

FROM: Matt Rauschenbach

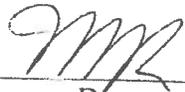
SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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	4400	5701	\$487
TO:	10-40	6170	9109	\$487

For the purpose of: Transfer funds from miscellaneous department to reimburse the East Carolina Wildfowl Guild fees and services billed above \$2,500 annual max for event.

Supervisor



Department Head

ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

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

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



City Manager or Finance Director

Date

3/29/12



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27589

Phone: 252.975.1280

Fax: 252.974.6464



Human Relations Council (HRC) Report for the month of March Monday April 9, 2012 City Council Meeting

MISSION STATEMENT

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

Discussion – Ed Peed Commemoration held on Saturday, February 18, 2012 –
Chairman O’Pharrow noted the event was well executed and attended. If growth continues we need to discuss a change in venue.

Appoint – Committee members to the Multicultural Festival working in conjunction with the Beaufort County Arts Council – By consensus, Board members agreed to the appointment of Vice-chairwoman Cherry and Board member Howard as committee members on the Multicultural Festival working in conjunction with the Beaufort County Arts Council.

Approval/Discussion – “Taste of Washington”/Fair Housing event (inclusive of the material sponsored by the District Attorney’s office) and approval of the date hosting the event in April – Board member Harvey advised that she had been in contact with a representative from Attorney General Roy Cooper’s office. Ms. Lisette Whittington, Victims and Citizens Services, representing the Attorney General’s office accepted the invitation to make a presentation during “A Taste of Washington”.

Council Liaison Pitt stated he would contact Ms. Katherine Keech, and Board member Howard suggested contacting Ms. Lisa Woolard, Director of Beaufort/Hyde Partnership for Children to combine the Week of the Young Child together and this event together.

Update concerning the Domestic Violence Shelter – Board member Barr advised of a meeting held with the Eastern Regional Director for Women on February 15, 2012. At present, they are ready to go; beds are in place, doctor on call as well as the building. Board member Barr shared they are waiting on Board member Davis to contact the

gentleman who has offered a one-time start-up fee of \$50,000 - \$100,000. Chairman O'Pharrow advised that Board member Davis resigned effective Tuesday, 3-14-12 due to health reason. He would contact Mr. Davis to see where we stand on this issue and would table further discussion until this issue can be resolved.

Councilman Liaison Pitt shared ways of retooling/reorganizing Boards, Committees and Commissions – Chairman O'Pharrow requested having this as a action item on May 8, 2012 agenda. Mr. O'Pharrow stated what works for one Board may not work for the Human Relations Council; some events need to be kept in front of us. Vice-chairwoman Cherry suggested setting a schedule as to what the Board sponsors annually.

FYI

All reminders and announcements were discussed at this time – inclusive of March report submitted to City Council, proclamation signage and funding contribution received from Ms. Edith Jenkins.

**Washington Tourism Development Authority
February-March 2012**

- Branding Committee continues to progress. A presentation by Eye Integrated was made to the initial stakeholder group and met with much success. A proposed logo has been developed that can be used by various partners, but still presents a consistent image to the public. It is the hope of the committee that a presentation will be made to City Council in the near future.
- The WTDA will participate in the effort being led by the Arts Council and City's Planning Department to apply for a SmART initiative grant from the Department of Cultural Resources.
- The WTDA supported the proposed partnership between the Jeanie B and City of Washington, as having it docked on our waterfront will be an attraction to visitors.
- This fiscal year the WTDA has awarded grants to various organizations for the purpose of marketing and promotion. Those organizations include: Pamlico River Quilter's Guild, Walk in the Light Productions, Washington Girls Fastpitch Softball League, and Finish Strong Series.
- Planning continues for the upcoming Cycle North Carolina Spring Ride. Registration has exceeded 1100, with participants coming from 26 states. The organizers of the event anticipate this will be a record-breaking year. The WTDA has been working in conjunction with various City, County and State departments to coordinate this event locally, and ensure the safety of all who participate. Cyclists will begin arriving on Thursday, April 12, with the routes opening on Friday, April 13.
- The WTDA is partnering with other communities and entities along Highway 264 to explore the feasibility of marketing the corridor. The group consists of representatives from Washington, Belhaven, and Hyde County.
- Washington advertisements will be appearing in the April edition of Carolina Country and May edition of Our State magazine.
- The WTDA and Civic Center staff continue to explore ways to increase bookings Monday – Thursday. Very few Saturdays are available for rent the remainder of the year.

WTDA board of director meetings are held monthly, on the 3rd Wednesday at noon in the Leff Room of the Washington Civic Center.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: March 29, 2012
Subject: Appointments to Washington Housing Authority & Parks and Recreation Advisory Board
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

As Mayor, I hereby appoint _____ to the Washington Housing Authority to fill the un-expired term of Rosalind Bailey, term to expire June 30, 2014.

I move that the City Council appoint _____ to the Parks and Recreation Advisory Board to fill the un-expired term of Tim Ware, term to expire June 30, 2013.

BACKGROUND AND FINDINGS:

Mr. Marc Recko, Executive Director, Washington Housing Authority submitted a letter to the Clerk's office regarding the resignation of Rosalind Bailey. Pursuant to state law, the Mayor makes appointments to the Housing Authority. Also, a letter was received from Tim Ware regarding his resignation from the Parks and Recreation Advisory Board.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Applications

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Concur _____ Recommend Denial *CD* No Recommendation 4/3/12 Date

CITY OF WASHINGTON
STATE OF NORTH CAROLINA
MAYOR'S CERTIFICATE OF APPOINTMENT OF
COMMISSIONER OF THE
HOUSING AUTHORITY
IN AND FOR THE CITY OF WASHINGTON

Pursuant to state law, I hereby appoint _____ as a member of the Washington Housing Authority. As provided by law, this appointment is subject to Council approval. The term will expire June 30, 2014.

Witness my hand as the Mayor of the City of Washington this 9th day of April 9, 2012.

N. Archie Jennings, III
Mayor

Primary Board Washington Housing Authority Other Boards _____

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

NAME Gil Davis
(Please Print)

ADDRESS 735 West Second Street

PHONE NO. (BUSINESS) _____ (HOME) 252.974.2114

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 Masters Degree - 18 yrs

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

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)

(OPTIONAL): Use back of sheet if additional space is needed

Knowledge of Housing Authority programs and the benefits it can provide to the citizens of Washington. Serving on City Council and other boards

qualifies me for this position. Chairman JCPC for 16 years.

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.

Gil Davis
Signature

1-31-2012
Date

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

Primary Board Recreation Advisory Other Boards _____

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

NAME Casey Cox
(Please Print)

ADDRESS 221 Alderson Rd.

PHONE NO. (BUSINESS) 252-947-0279 (HOME) _____

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 31 YEARS

YEARS OF EDUCATION 15

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'm 47 years old and have lived more than the first half my life within the city limits of

Washington. I participated in city recreation programs and I want to help enhance them.

I was extensively involved with Coast Guard morale, recreation, and fitness committees.

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.

Casey R Cox
Signature

1/31/12
Date

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



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Philip Mobley, Director Parks and Recreation *PWM*
Date: April 9, 2012
Subject: Approve and Authorize Director to execute Waterfront Docking Agreement with NCSB, LLC for the schooner, Jeanie B
Applicant Presentation: None
Staff Presentation:

RECOMMENDATION:

1. I move City Council Approves and Authorizes the Director of Parks and Recreation or his designee to execute the Waterfront Docking Agreement with NCSB, LLC for the schooner, Jeanie B.

BACKGROUND AND FINDINGS:

On February 22, 2012, Dr. Lee Sutton, Owner of the schooner, Jeanie B presented a proposal of docking the Jeanie B along the Washington Waterfront to a group that included representatives from the Department of Parks and Recreation, Washington Recreation Advisory Committee, Washington Harbor District Alliance, Washington Maritime Team, Tar-Pam Guide Service and Carolina Wind Yachting Center. The group took the opportunity to ask questions and make suggestions to Dr. Sutton.

On March 5, 2012, Dr. Sutton presented the revised proposal to The Washington Recreation Advisory Committee. The Committee recommends the dockage of the 72' Schooner, Jeanie B at the Washington Waterfront Docks.

On March 12, 2012, Dr Sutton presented the proposal to City Council.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Proposed Waterfront Docking Agreement for the Jeanie B

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *[Signature]* Concur Recommend Denial No Recommendation *4/3/12* Date

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 is adequate for safe berthing of his Boat. Boat Owner shall exercise due caution in occupation of the Slip and shall take good care of the Slip and, at the expiration or sooner termination of this Agreement, 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 not removed from the Slip or waterfront docks by Boat Owner at the expiration or 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 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.

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 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, as more specifically provided for herein, the Jeanie B. During the times when the Boat is authorized to occupy the Slip as more specifically provided for herein, said operations shall include utilizing the Slip and Boat in conjunction with the Boat's normal course of business, including but not limited to offering and providing free tours of the Boat to the public; chartered cruises, sails, and other paid trips on the Boat; and team-building activities. Waterfront Docks further authorizes Boat Owner to utilize the adjacent common areas or other Waterfront Docks' facilities in conjunction with said operations for, among other things, loading and unloading passengers, guests, customers, patrons, and other invitees, but only after obtaining specific permission for all such utilization from Waterfront Docks. Boat Owner shall provide Waterfront Docks with a schedule of all operations and shall coordinate all operations with Waterfront Docks. Boat Owner shall not operate or utilize the Boat in the Slip in any fashion after 12:00 a.m. Boat Owner shall perform all activities associated with its operations 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

April 9, 2012

Owner may not assign this Agreement or sublicense the Slip. In the event Boat Owner sells 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 \$100,000.00 for bodily injury by accident each employee and \$100,000.00 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 \$2,000,000.00 per occurrence and \$2,000,000.00 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 \$2,000,000.00.
- 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.

With the exception of workers' compensation insurance or the maritime equivalent and the employer's liability insurance policies, 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, shall be covered under a separate agreement; however, Boat Owner shall be responsible for all applicable charges, including but not limited to "hook-up" and customary monthly charges for the same.

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 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 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 shall be 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, guest, customer, patron, or other invitee of Boat Owner are the responsibility of 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 automatically be incorporated herein. If 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.

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, crew, successors, assigns, customers, patrons, 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 operations as more specifically described herein, Boat Owner's services and/or Boat Owner's use of the Slip and the 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 agents, crew, customers, invitees, patrons, clients, 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 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 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 as a result of this Agreement and any additional records reasonably requested and, upon request, provide any such records or reports 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 as of the day and year first above written.

BOAT OWNER

CITY OF WASHINGTON

By: _____ (SEAL) By: _____ (SEAL)
 Leonard F. Sutton, Jr., President Name: _____
 NCSB, LLC Title: _____

Exhibit "A"

Rules and Regulations For Washington Waterfront Docking

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

that are governed by a Waterfront Docking Agreement, assigned spaces are subject to change in Management's discretion. Additional boats, regardless of type or size, are not permitted to be placed on the walkways, docks, or finger piers, tied along side another boat or placed on shore. Rafting will only be allowed in conjunction with special events authorized by Management.

20. Refueling any vessel by any means (including portable gas cans) is prohibited at the Waterfront unless consented to by Management and approved by the Fire Marshal. See Section 2210.4 of the Fire Code, as may be amended.
21. Boat owners shall, in times of unusual, predictable water surges, such as a tropical depression or hurricane, move their boats from the Waterfront, including slips, within a reasonable period of time after the Pamlico Sound area is given a NOAA Weather Warning Condition. If a boat owner fails or refuses to remove their boat within said reasonable period of time, Management shall have the right, but not the obligation, to relocate a boat and the owner of any boat that is relocated shall reimburse and indemnify the City as more specifically provided for herein and not hold the City, its representatives, agents, or contractors liable or responsible for damages done to a boat during relocation, subsequent mooring, or anchorage; during a storm; or any incident thereafter _____. Should conditions prohibit any movement of a boat from the Waterfront, including a slip, boat owners assume all liability for any damages suffered to the property, pier, or other facilities of the City. In addition to all of the other liabilities and obligations of boat owners to the City set forth in these Rules and Regulations and any Waterfront Docking Agreement that may be applicable, boat owners shall pay the City for any and all damages suffered by the City as a result of any damage caused by a boat owner or their boat to the City's property, including but not limited to the Waterfront, slip, docks, pilings, bulkhead, utility lines, and any other real or personal property in which the City has an interest. As used herein, damages include all damages which the City may suffer, including but not limited to property damage, business interruption damage, loss of rentals, personal injury, and any other damages, including incidental and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or incurred in whole or in part by the negligence of the City or its agents, representatives, employees, invitees, partners, or any other person, firm or entity.
22. Live-aboards are not permitted except in the case of transient vessels.
23. If the owner of a vessel tied to the Waterfront cannot be determined or if the owner refuses to sign a registration form, transient dockage fees will immediately and

automatically be applied and shall be assessed in the event the owner is identified. Non-payment of such fees within 90 days will cause the vessel to be declared "abandoned".

24. Any action, including but not limited to relocation of a boat, installing mooring lines, pumping a boat, or similar services, concerning a boat deemed by Management as necessary to be taken, or otherwise authorized to be taken pursuant to these Rules or a Waterfront Docking Agreement, may be taken by Management or a third party at Management's direction. It is expressly understood that Management shall not be liable to a boat owner if for any reason Management fails to take any such action under any circumstance. Boat owners expressly indemnify and hold harmless Management from any and all claims that may arise from Management taking any action contemplated hereby. In the event Management takes any such action contemplated hereby, boat owners shall reimburse Management for the labor, materials, and related expenses associated with such action at the prevailing Management's rates or market rates, if applicable, within ten (10) days upon receipt of a bill for such expenses. In the event a third party takes any such action contemplated hereby at Management's direction, boat owners shall be responsible for and pay the cost charged by said third party within ten (10) days upon receipt of a bill for such charges. Management shall have a lien against and security interest in a boat, her appurtenances and contents, for any unpaid sums due related to said boat, including but not limited to sums arising from these Rules or a Waterfront Docking Agreement and/or sums due for damage caused or contributed to by a boat owner, a boat owner's guests, or an owner's boat to any piers or property of Management or to any other person.
25. Management reserves the right to revoke docking privileges to any person or vessel failing to comply with a directive from Management, these Rules and Regulations, or a Waterfront Docking Agreement.

Adopted by City Council on March 9, 2009



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 03-29-12
Subject: Authorize manager to sign the attached FY 2013-217 TIP submission for Warren Field.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council authorize the manager to sign the attached FY 2013-2017 TIP submission for Warren Field.

BACKGROUND AND FINDINGS:

The attached submission form has been requested from the NC Department of Aviation. As you can read in the March 27, 2012 letter from John Massey, PE, of Talbert & Bright, our airport engineers, signing this document does not commit the City to providing any funds for the projects listed on this form.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

N/A

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *AL* Concur _____ Recommend Denial _____ No
 Recommendation *4/2/12* Date

TALBERT & BRIGHT

March 27, 2012

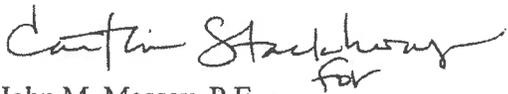
Mr. Allen Lewis
Public Works Director
City of Washington
PO Box 1988
Washington, NC 27889

RE: Warren Field Airport
FY 2013-2017 Submission

Dear Allen,

Attached please find the FY 2013-2017 TIP submission for Warren Field. The NCDOT Division of Aviation has requested that this TIP submission be made by April 13, 2012. As discussed, this form will need to be signed at the bottom by the City of Washington. By signing and submitting this form the City of Washington is not committing any funds to these projects. This submission is being made to allow the Division of Aviation to prioritize airport improvement projects throughout the state of North Carolina. Once the Division of Aviation awards grant funds to an airport sponsor only at that time will you be asked to secure the local matching funds. Please let me know if you have any questions.

Sincerely,



John M. Massey, P.E. ←

Enclosure

ENGINEERING & PLANNING CONSULTANTS

WWW.TALBERTANDBRIGHT.COM

4810 SHELLEY DRIVE WILMINGTON, NC 28405 910.763.5350 FAX 910.762.6281

WILMINGTON, NORTH CAROLINA • CHARLOTTE, NORTH CAROLINA • RICHMOND, VIRGINIA
April 9, 2012
Page 107 of 139

**WARREN FIELD
TRANSPORTATION IMPROVEMENT PROGRAM (TIP)
2013 - 2017 PROJECT LISTING**

PROJECT	DESCRIPTION	FISCAL YEAR	TOTAL EST. COST
Division of Aviation Minimums:			
Total Cost to bring airport up to Division of Aviation minimums:			\$ -
Division of Aviation Recommended:			
1. Runway Length - Construction	A 500-ft extension of the Runway 5 approach end, along with the required RSA and parallel taxiways can be accomplished without acquisition of land beyond that owned by the airport and the City. The Threshold Siting Surface for a 500-ft extension is clear of obstructions. The 100-ft wide by 500-ft long runway and 1,000-ft long taxiway will be constructed of 30,000# DWL ACP pavement. The embankment needed for the runway, taxiway, and RSA will be approximately 700-ft long, 500-ft wide for the runway and taxiway, 300-ft wide for the graded RSA, and be approximately 20-ft high at it's maximum depth.	2014	\$ 1,100,000
2. Runway Protection Zone - Runway 5	Purchase Runway 5 RPZ in fee for extended runway. Includes purchase of 5 acres non-residential land, 6 homes and relocation of residents.	2013	\$ 950,000
3. Airfield Maintenance Equipment Storage Building	Building to provide storage for airfield maintenance equipment	2014	\$ 75,000
4. Standard Instrument Approach Procedure	Establish LPV and LNAV approach to extended Runway 5 (Survey and coordination costs only)	2013	\$ 50,000
5. Approach Lighting	Install an ODALS for Runway 5 to improve visibility minimums	2015	\$ 100,000
6. Taxiway and Apron Edge Lighting	Medium Intensity Edge Lighting for Taxiways A, B, and C.	2013	\$ 250,000
7. Runway Extension - Design	A 500-ft extension of the Runway 5 approach end, along with the required RSA and parallel taxiways can be accomplished without acquisition of land beyond that owned by the airport and the City. The Threshold Siting Surface for a 500-ft extension is clear of obstructions. The 100-ft wide by 500-ft long runway and 1,000-ft long taxiway will be constructed of 30,000# DWL ACP pavement. The embankment needed for the runway, taxiway, and RSA will be approximately 700-ft long, 500-ft wide for the runway and taxiway, 300-ft wide for the graded RSA, and be approximately 20-ft high at it's maximum depth.	2013	\$ 125,000
Total Cost to bring airport up to Division of Aviation recommended:			\$ 2,650,000
Additional Airport Requested Projects:			
8. Runway Protection Zone - Runway 35	Purchase RPZ for Runway 35 in fee (vacant land-Robin Moore land)	2013	\$ 150,000
9. Parallel Taxiway	Construction of 1,100 feet of parallel taxiway to service the 500-ft extension of Runway 5. The costs for the pavement and supporting embankment have been included in the costs for the runway extension.	2015	\$ 680,000
10. 6-Unit T-Hangar and Taxiway (Phase I)	Includes Construction of a new 6-Unit T-Hangar, Site Preparation, and T-Hangar Taxiway located south of the existing T-Hangar development	2014	\$ 540,000
11. Corporate Hangars (Phase I)	Includes Construction of one new corporate hangar , 80'x80'. Includes hangar foundation, floor slab, electrical and hangar door. Also includes construction of apron and vehicle parking lot. Does not include any office space for tenant or other utilities.	2015	\$ 820,000
12. 6-Unit T-Hangar and Taxiway (Phase II)	Includes Construction of a new 6-Unit T-Hangar, Site Preparation, and T-Hangar Taxiway located north of the existing T-Hangar development	2016	\$ 540,000
13. Glide Slope	Install Glideslope for Approach to Runway 5 to provide Precision Approach to Runway 5	2016	\$ 300,000
14. Corporate Hangars (Phase II)	Includes Construction of two new corporate hangars, 80'x80' Each. Includes hangar foundation, floor slab, electrical and hangar door. Also includes construction of apron and vehicle parking lot. Does not include any office space for tenant or other utilities.	2017	\$ 1,420,000
15. Runway 5-23 Edge Light System Replacement	Project will include design, bidding, construction and construction administration phase services for replacing the existing runway light system along Runway 5-23	2013	\$ 250,000
16. Terminal Building Improvements	Project will include design, bidding, construction and construction administration phase services for improvements to the terminal building	2013	\$ 150,000
Total Cost for airport requested projects:			\$ 4,850,000
Total all improvements			\$ 7,500,000

I CERTIFY THAT THE PROJECTS REQUESTED IN THIS 2013 – 2017 TIP SUBMISSION HAVE BEEN REVIEWED BY THE GOVERNING BOARD OF THE SPONSOR RESPONSIBLE FOR FUNDING THE LOCAL SHARE OF THE PROJECT AND THAT SAID BOARD HAS FORMALLY APPROVED THE SUBMISSION OF THESE REQUESTS FOR STATE AID TO AIRPORTS (AND THE STATE BLOCK GRANT PROGRAM WHERE APPLICABLE)

Signed _____

Date _____

Name & Title (print) _____



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *[Signature]*
Date: 03-29-12
Subject: Authorize manager to negotiate engineering contract for parallel water line from the water treatment plant.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council authorize the manager to negotiate an engineering contract with Rivers and Associates, Inc. for a 16" parallel water line from the water treatment plant and approve the corresponding purchase order.

BACKGROUND AND FINDINGS:

As requested staff requested proposals from engineering firms to provide engineering services for design, construction administration, surveying, environmental studies and permitting. The request for proposals on February 23, 2012, resulted in two proposals being submitted, one by The East Group and the other by Rivers and Associates, Inc., both out of Greenville, NC. After careful consideration of all both proposals, it was decided that Rivers be awarded this project. Rivers has far more experience with our existing system and is the reason their firm was chosen for this particular project.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account 30-90-8180-0400) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

N/A

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *[Signature]* Concur _____ Recommend Denial _____ No
 Recommendation *[Signature]* Date April 9, 2012



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Joshua L. Kay, City Manager
Date: March 29, 2012
Subject: Adopt Resolution to lease property off Water Street and Adjoining the old "McQuay" Building to Friedman-Ravenwood, LLC and Authorize City Manager to execute a lease agreement with Friedman-Ravenwood, LLC
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council adopt a Resolution to lease property off Water Street and adjoining the old "McQuay" Building to Friedman-Ravenwood, LLC and Authorize City Manager to execute a lease agreement with Friedman-Ravenwood, LLC

BACKGROUND AND FINDINGS:

On August 10, 2009, Council adopted a resolution and approved an agreement to lease this property to Jeff Hunnings d/b/a Pirates Grill and Pub, LLC. A new lease agreement needs to be executed to lease the property to Friedman-Ravenwood, LLC for a term of ten years for an annual rental payment of ten dollars.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Resolution & Lease

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review:  Concur _____ Recommend Denial _____ No Recommendation 4/3/12 Date

**RESOLUTION TO LEASE PROPERTY
OFF WATER STREET AND ADJOINING THE OLD “McQUAY” BUILDING
TO FRIEDMAN-RAVENWOOD, LLC**

WHEREAS, the City of Washington (“City”) owns property located at the intersection of Market and Water streets, including that certain property labeled “Patio & Grease Trap Ground Lease” as more specifically shown on Exhibit “A” attached hereto and incorporated herein by reference (“Premises”), which Premises the City finds it does not currently have a use for.

WHEREAS, the City Council therefore finds the Premises is currently surplus to the City’s needs and will not be needed by the City for the term of the lease proposed hereby.

WHEREAS, Friedman-Ravenwood, LLC (“Lessee”) desires to lease said Premises from the City in order that the same may be utilized in conjunction with a potential business to be operated on the property adjacent to the Premises.

WHEREAS, the City desires to lease said Premises to Lessee in an effort to boost the local economy, including but not limited to downtown business, and tourism.

WHEREAS, North Carolina General Statute §160A-272 authorizes the City to enter into leases of up to 10 years upon a resolution of the City Council adopted at a regular meeting after 10 days public notice.

WHEREAS, the required public notice has been published and the City Council is convened in a regular meeting.

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

The City Council hereby approves the proposed lease of said Premises owned by the City to Lessee for a term of ten (10) years as well as for an annual rental payment of ten dollars (\$10.00) and authorizes the City Manager to further negotiate, if necessary, and execute said lease.

Adopted this 9th day of April, 2012.

ATTEST:

Cynthia S. Bennett
City Clerk

N. Archie Jennings, III
Mayor

I, HOOD RICHARDSON, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL LAND SURVEY USING DOCUMENTS OF RECORD AS SHOWN ON THIS MAP AND THAT THE ERROR OF CLOSURE IS 1:110,000 AS CALCULATED BY LATITUDES AND DEPARTURES, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, NO DETERMINATION OTHER THAN AS IS SHOWN ON THIS MAP HAS BEEN MADE ABOUT G.S. 47-307 SECTION 3, (7), (8), UNLESS BY OTHER AND SEAL ON THIS 31ST DAY OF JULY, 2009.

HOOD L. RICHARDSON, P.L.S. 2322



THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND

THIS SURVEY IS OF ANOTHER CATEGORY AND IS NOT A DIVISION OF LAND

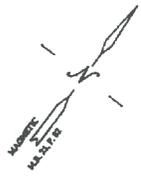
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- LEGEND**
- NEW IRON PIPE
 - POINT
 - ⊕ TELEPHONE PEDESTAL
 - SHRUBS
 - × SUNDIAL
 - ⊞ CATCH BASIN
 - ▭ PVC UTILITY PIPES
 - ▭ STORM DRAIN CULVERT

- ▭ CONCRETE
- ▭ BRICK WALK
- ▭ PATIO & GREASE TRAP GROUND LEASE
- ▭ TANK

PANICO RIVER

FORMERLY STEWART PARKWAY



CITY OF WASHINGTON
M.B. 21, P. 44

0.13 ACRE LOT

MAOLA ICE CREAM OF NORTH CAROLINA, INC.
D.B. 418, P. 5

NOTE: AREA OF PATIO & GREASE TRAP GROUND LEASE IS 623.4 SQUARE FEET.

REFERENCE:
M.B. 21, P. 82



REVISED 7/29/09 - THIS & LEGEND

PROPERTY LEASED BY:
PIRATES PUB AND GRILL, LLC
CITY OF WASHINGTON REALPORT COUNTY
NORTH CAROLINA
SCALE: 1" = 20' SURVEY DATE: MAY 29, 2009
DRAWN BY: HOOD RICHARDSON, P.A.
CHECKED BY: GILBERTO PLUMMER
110 4750 PINE STREET
ROSELAND, N.C. 27068
PHONE: (336) 978-1479

SPS 08-01-0833

EXHIBIT "A"

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the 17th day of December, 2011, by and between the **CITY OF WASHINGTON**, a municipal corporation of the State of North Carolina (hereinafter referred to as "Lessor") and **FRIEDMAN-RAVENWOOD, LLC**, a North Carolina Limited Liability Company having an address of P.O. Box 1845, Washington, North Carolina (hereinafter referred to as "Lessee").

WITNESSETH

WHEREAS, Lessor owns that certain property labeled Area of Patio & Grease Trap Ground Lease as more specifically shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Premises").

WHEREAS, Lessor has found said Premises to be surplus to its current needs.

WHEREAS, Lessee desires to lease said Premises from Lessor in order to utilize the same for an outdoor patio and grease trap in conjunction with a potential business to be operated on the property adjacent to the Premises (hereinafter referred to as "Business").

WHEREAS, Lessor desires to lease said Premises to Lessee in an effort to boost the local economy, including but not limited to downtown business and tourism.

WHEREAS, after proper, legal notice, the City Council passed a Resolution authorizing this Agreement.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, Lessor does hereby lease and let unto Lessee and Lessee hereby takes and accepts, together with all privileges and appurtenances thereto, the Premises. In consideration of the mutual promises and covenants herein contained, the benefits to the Lessor and Lessee, and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows.

1. **Premises.** The Premises are as defined hereinabove.
2. **Condition of Premises.** Lessee's taking possession of the Premises shall be conclusive evidence as against Lessee that Lessee has accepted said Premises as is and that Lessor is under no duty to repair anything, furnish any services for, or otherwise improve in any way the Premises.
3. **Term.** The term of this Agreement shall be for ten (10) years and shall commence as of the 17th day of December, 2011, and shall expire on the 16th day of December, 2021. This Agreement may be terminated prior to the expiration of the term upon mutual consent of the parties.

In order to effectuate said early termination by mutual consent, either party must give the other party written notice of its desire to terminate this Agreement at least sixty (60) days prior to any such termination; in which case, this Agreement shall terminate on the date contained in said notice if the other party provides written consent to such termination within the applicable time period. Notwithstanding the above or anything herein to the contrary, Lessor, in its sole discretion and without incurring any expense therefor, may unilaterally terminate this Agreement at any time by giving Lessee at least one hundred twenty (120) days written notice of such termination. Lessee shall have and make no claim, for damages or otherwise, upon Lessor should Lessor elect to exercise its right to early, unilateral termination hereunder.

4. **Rental.** Rental shall be Ten Dollars (\$10.00) per year and shall be payable in advance on December 17th of each year.

5. **Assignment.** Lessee may assign and/or sublease the Premises to a third party so long as Lessee enters into a written agreement with the assignee and/or sublessee that obligates the assignee and/or sublessee to be responsible for performing Lessee's obligations hereunder, including but not limited to the insurance requirements more specifically provided for hereinafter. No assignment or subletting by Lessee shall absolve Lessee of its contractual obligations hereunder and Lessee shall remain legally responsible to Lessor for performing its contractual obligations hereunder regardless of any such assignment or subletting.

6. **Use of Premises.** Lessee shall use the Premises during the term of this Agreement for the purposes specified herein and none other. The Premises described herein may be used by Lessee only for purposes that are in furtherance of and consistent with the Business contemplated hereby. Lessee shall not make any unlawful or offensive use of the Premises and agrees to keep the same in good maintenance and aesthetically pleasing appearance.

7. **Care and Maintenance.** Lessor shall not be responsible for any maintenance of the Premises and Lessee agrees, at Lessee's own expense as additional consideration for this Agreement, to maintain the Premises in an attractive manner, including but not limited to keeping the patio; grease trap; and any and all grass, bushes, shrubs, and trees in an aesthetically pleasing appearance and in compliance with any and all ordinances of the City of Washington, including but not limited to zoning and public nuisance ordinances. Lessee shall adequately secure the Premises when Lessee is not utilizing the same in order to prevent unsupervised access by the public. Lessee shall pay for the repair of any and all damages to the Premises caused by Lessee, its agents, employees, invitees, guests, customers, assigns, sublessees or their respective successors and assigns or any of them.

8. **Improvements and Alterations.** The parties recognize that Lessee has made and must make certain improvements and alterations to the Premises in order to use the Premises as hereinbefore provided. In addition to any other permitting or approval process that may be required, Lessee shall submit a written plan, including sketch, for all such improvements and alterations to and receive approval thereof from the City Manager. Lessee shall continually modify any existing improvements and alterations to the Premises as may be necessary to conform with such approval. It is expressly understood that such approval is subject to modification, in the discretion of the City Manager, and that, if such approval is modified,

Lessee shall modify its improvements and alterations as may be necessary to comply with such modified approval. Any alteration or improvement that is made by Lessee without written consent from Lessor or that is inconsistent, in Lessor's sole discretion, with Lessor's written consent shall constitute default hereunder. All such improvements and alterations made with Lessor's consent shall be properly maintained by Lessee, in Lessor's sole discretion.

9. **Inspections and Access.** Lessee does hereby agree that Lessor shall be allowed to inspect the Premises at any time. Lessee shall provide Lessor with such reasonable access over and across the Premises as may be necessary to enable and assist Lessor in the use, care, maintenance and improvement of Lessor's adjacent properties.

10. **Insurance.** Lessee, assignee, or sublessee, as the case may be, shall, at its expense, obtain and maintain the following insurance coverages for any period during which the Business contemplated hereby is in operation or during which the Premises are otherwise open to the public.

a. Statutory Workers' Compensation Insurance in amounts required by law and, unless exempted by applicable law, Employer's Liability Insurance at a minimum of \$100,000.00 for bodily injury by accident each employee and \$100,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 bodily injury 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 \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

c. Liquor Liability Insurance at a minimum of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, if applicable.

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

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

12. **Utilities.** The provision of utilities, including water, sewer, and electricity, if any,

shall be covered under a separate agreement; however, Lessee shall be responsible for all applicable charges, including but not limited to “hook-up” and customary monthly charges for the same. Notwithstanding the foregoing, it is expressly understood by the parties that Lessee shall be responsible for installing, in the manner required by Lessor, and paying for any additional lighting that may be required.

13. **Release, Waiver of Claims and Indemnity.** Lessee shall occupy the Premises at Lessee’s own risk. Lessee for itself, its invitees, customers, guests, assigns, sublessees and their respective joint venturers, partners, parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns and each of their respective officers, directors, employees, shareholders, agents, accountants, attorneys, insurance carriers, sureties, representatives, consultants and advisors, both past and present, hereby shall unconditionally waive, release, hold free and harmless, indemnify and defend Lessor and its present and former employees, officials, and elected officials in both their respective individual and official capacities, agents, personal representatives, attorneys, insurers, heirs, successors and assigns, and each of them, respectively, of, from, and for all and any manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, attorney’s fees, compensation and all consequential, compensatory, general, special and/or punitive damages or liabilities, known or unknown, which may result directly or indirectly from or be in any way related to, connected with or growing out of this Agreement, Lessee’s occupancy as well as use of said Premises, including use by invitees, customers, guests, assigns, or sublessees of Lessee as well as patrons of and those served by the Business. This provision shall survive the termination of this Agreement and shall be in full force and effect beyond the term or termination of this Agreement, however terminated.

14. **Adherence to Regulations.** Lessee shall comply with all 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, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to Lessee, Lessee’s operation of the Business contemplated hereby, and Lessee’s use of the Premises. Further, Lessee shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including but not limited to such rules and regulations regulating hazardous or similar substances or conditions, their storage or disposal. Lessee shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. Lessee further agrees to indemnify and hold the City harmless for any and all damage of any kind arising from Lessee’s failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney’s fees caused or occasioned by Lessee.

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

16. **Relationship of Parties.** In carrying out the terms and conditions of this Agreement, Lessee is an independent party from Lessor and is not an agent or employee of

Lessor. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Lessor and Lessee.

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

18. **Surrender of Possession and Holding Over.** Upon the expiration or any other termination of this Agreement, Lessee shall quit and surrender the Premises to Lessor. Within ninety (90) days of any such expiration or any other termination of this Agreement, Lessee shall retain ownership of and shall remove any items of personal property and shall, upon notice from Lessor, remove any and all improvements and alterations described in such notice, including fixtures, made or placed on or about the Premises by Lessee and, consistent with such notice, return the Premises to its condition prior to any installation or placement of such item(s) or making of any such improvements or alterations thereon. Failure by Lessee to perform the obligations contained in this numbered paragraph 18 within said ninety (90) day period shall entitle Lessor to remove and dispose of said personal property, improvements, and alterations, including fixtures, and recover all of its costs and expenses in doing so from Lessee. If Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term of this Agreement, either with or without Lessor's acquiescence, Lessee shall be deemed a tenant at will, and such holding over by Lessee shall in no way constitute a renewal of this Agreement.

19. **Lessee's Default.** Any default by Lessee in the performance of any of the promises, duties, or obligations herein agreed to by Lessee or imposed upon Lessee by law shall, at Lessor's option, constitute a material breach of this Agreement, giving Lessor, in addition to all other rights and remedies as provided herein and provided by law, the right without notice or demand at the option of the Lessor immediately to a) terminate this Agreement; b) reenter, without liability to anyone for trespass or otherwise, the Premises; and c) collect from Lessee any damages resulting from default, including the cost of repairing the Premises, returning the Premises to its original condition, and any reasonable attorney's fees incurred as a result of default. Upon any reentry pursuant to this paragraph, the Lessor may, without liability to anyone, remove any personal property and fixtures located on or about the Premises, whether belonging to Lessee or otherwise, and dispose of the personal property and fixtures as Lessor deems proper or to store such property and fixtures at Lessee's expense. Lessor is further authorized to sell or cause to be sold any such personal property and fixtures so removed, the proceeds from which may be used to pay any storage charges against the property or to satisfy any delinquent rental or other obligation due Lessor by Lessee.

a. **Event of Default.** It is expressly understood by the parties that the following will constitute an event of default: should Lessee be unable to demonstrate, to Lessor's sole discretion and satisfaction, that Lessee has a legally enforceable interest in the adjacent property sufficient to authorize Lessee to operate the Business on the adjacent property for a period of time equal to the term of this Agreement.

20. **Notices.** Any notices which Lessor or Lessee is required or desires to give to the other hereunder shall be deemed sufficiently given or rendered if, in writing, they are delivered

personally, or sent by certified or registered mail, postage prepaid, to the following addresses.

If to Lessor:
ATTN: City Manager
City of Washington
P.O. Box 1988
Washington, N.C. 27889

If to Lessee:
ATTN: Mr. Stanley Friedman
P.O. Box 1845
Washington, N.C. 27889

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

21. **Illegal Provisions and 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.

22. **Miscellaneous.**

a. The headings of the paragraphs in this Agreement are for convenience of reference only and shall not be used to construe the meaning of the contents of such paragraphs.

b. Should Lessor or Lessee institute any legal proceedings against the other related to this Agreement, the prevailing party in such action shall, in addition to any other recovery, be entitled to recover its costs and expenses from the losing party including its reasonable attorney's fees.

c. This Agreement shall be binding upon the respective parties hereto and upon their heirs, successors and, if expressly permitted as provided for herein, assigns and sublessees.

d. This Agreement was negotiated by the parties and each party had input into the terms and provisions of this Agreement. The provisions of this Agreement shall not be construed against the party who drafted the Agreement as a result of that party's drafting of the Agreement.

e. The parties agree that this Agreement shall not be recorded. Upon demand by Lessor or Lessee, the other party agrees to execute a memorandum of this Agreement suitable for recording in the Office of the Register of Deeds of Beaufort County. The party requesting the recordation of the memorandum of this Agreement shall be responsible for the costs of the preparation thereof and the recording of the same. In the event of the recording of any memorandum of this Agreement, upon termination of the Agreement, the parties agree to execute and record a memorandum of termination of agreement.

f. The singular shall include the plural, and the masculine or neuter include the other.

23. **Survival of Terms.** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the expiration or other termination of this Agreement, it shall survive the expiration or other termination of this Agreement and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed. The parties expressly acknowledge that this survival of terms provision shall pertain to all applicable provisions of this Agreement including but not limited to the provisions of this Agreement which requires Lessee to remove the personal property and fixtures made or placed on or about the Premises by Lessee.

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

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

PRE-AUDIT CERTIFICATE

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

Matt Rauschenbach, Chief Financial Officer
City of Washington

(Signatures On Next Page)

ATTEST:

**LESSOR:
CITY OF WASHINGTON**

Cynthia S. Bennett, City Clerk
City of Washington

By: _____
Joshua L. Kay, City Manager
City of Washington

**LESSEE:
FRIEDMAN-RAVENWOOD, LLC**

By: _____
Stanley Friedman, Manager
Friedman-Ravenwood, LLC

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

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

Witness my hand and official seal, this the _____ day of _____, 2012.

NOTARY PUBLIC

My Commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Before me, a Notary Public in and for the County and State aforesaid, this day personally appeared **STANLEY FRIEDMAN** and acknowledged that he is Manager of **FRIEDMAN-RAVENWOOD, LLC**, and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal, this the _____ day of _____, 2012.

NOTARY PUBLIC

My Commission expires: _____

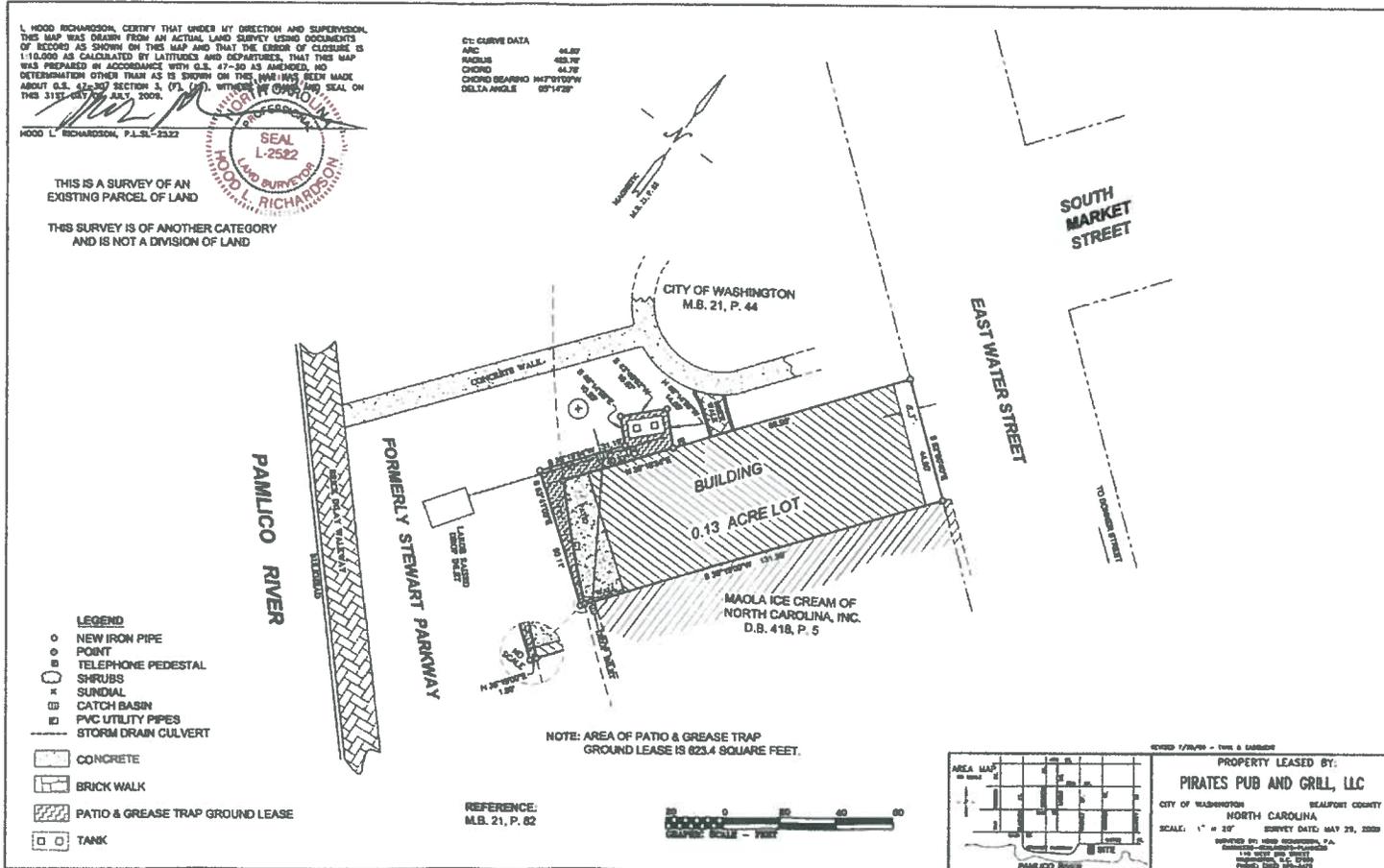


EXHIBIT "A"



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Joshua L. Kay, City Manager
Date: March 29, 2012
Subject: Adopt Ordinance to Amend Ch. 2 Administration, Article X, Housing Authority, and Article XX, Boards, Commissions and Committees

Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council Adopt an Ordinance Amending Chapter 2, Administration, Article X, Housing Authority, and Article XX, Boards, Commissions and Committees, of the Code of the City of Washington, North Carolina to clarify certain provisions for the appointment and removal of Commissioners, and the election of Chairman, of the Housing Authority as provided for by State Statute

BACKGROUND AND FINDINGS:

During the most recent City Code codification, it was determined that the City Code conflicted with NC General Statutes regarding the appointment, removal and election of Chairman of Housing Authority members. The City Code stated the Council will make appointments, while the NCGS states the Mayor makes appointments to the Housing Authority. In order to be consistent with NCGS, an amendment to Chapter 2, Administration, Article X, Housing Authority, and Article XX, Boards, Commissions and Committees will need to be adopted.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review: Concur Recommend Denial No Recommendation 4/3/12 Date

**AN ORDINANCE AMENDING
CHAPTER 2, ADMINISTRATION, ARTICLE X, HOUSING AUTHORITY,
AND ARTICLE XX, BOARDS, COMMISSIONS AND COMMITTEES,
OF THE CODE OF THE CITY OF WASHINGTON, NORTH CAROLINA
TO CLARIFY CERTAIN PROVISIONS FOR THE APPOINTMENT AND REMOVAL
OF COMMISSIONERS, AND THE ELECTION OF CHAIRMAN, OF THE HOUSING
AUTHORITY AS PROVIDED FOR BY STATE STATUTE**

WHEREAS, North Carolina General Statute Chapter 157, Housing Authorities and Projects, Article 1, Housing Authorities Law, § 157-5, Appointment, Qualifications and Tenure of Commissioners, provides that a mayor shall appoint the commissioners of a housing authority established under Chapter 157.

WHEREAS, North Carolina General Statute Chapter 157, Housing Authorities and Projects, Article 1, Housing Authorities Law, § 157-8, Removal of Commissioners, authorizes and outlines procedures for a mayor to remove commissioners from a housing authority.

NOW THEREFORE, BE IT ORDAINED by the City Council for the City of Washington, North Carolina that Chapter 2, Administration, of the Code of the City of Washington, North Carolina shall be amended as follows.

Section 1. Article X, Housing Authority, Section 2-251, Created; composition; appointment; terms of office, is hereby amended by deleting the section in its entirety and replacing it with the following section.

Sec. 2-251. Created; composition; appointment; terms of office; removal.

(a) Pursuant to G.S. 157-5, on October 9, 1961, there was established a Housing Authority for the city. The Housing Authority is composed of seven (7) commissioners appointed by the Mayor in accordance with the provisions of G.S. 157-5. Commissioners are appointed for five-year terms of office, such respective terms to expire on June 30.

(b) Commissioners of the Housing Authority may be removed by the Mayor for the reasons, and following the procedures, provided for in G.S. 157-8.

(c) Unexcused absences shall be handled in accordance with section 2-531(b), except the Mayor shall appoint the replacement for any commissioner that is removed pursuant thereto.

Section 2. Article X, Housing Authority, Section 2-252, Organization and rules of procedure, is hereby amended by deleting the section in its entirety and replacing it with the following section.

Sec. 2-252. Organization and rules of procedure.

The Housing Authority shall elect its chairman at the annual meeting of the Housing Authority from among the appointed commissioners of the Housing Authority and create and fill such other offices as it may determine. The term of the chairman shall

be one (1) year with eligibility for re-election. Rules of procedure shall be established in accordance with section 2-532.

Section 3. Article XX, Boards, Commissions and Committees, Section 2-531, Members, is hereby amended by deleting the section in its entirety and replacing it with the following section.

Sec. 2-531. Members.

(a) With the exception of commissioners of the Housing Authority, all members appointed to boards, commissions and committees shall serve at the pleasure of the City Council. No city employee shall serve on any board, commission or committee other than as a liaison or ex officio.

(b) Any member who has three (3) unexcused absences in a twelve-month period shall lose his status as a member of the board, commission or committee and may be replaced, with the exception of commissioners of the Housing Authority, at the discretion of the City Council.

(c) Commissioners of the Housing Authority are appointed by the Mayor and may be removed as well as replaced by the Mayor in accordance with section 2-251.

Section 4. The spelling of the word "Authorities" shall be corrected in the State law references section that follows Section 2-253, Duties as redevelopment commission.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Should any provision of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 7. This ordinance shall take effect and be enforced from and after the date of its adoption.

This the _____ day of _____ 2012.

N. Archie Jennings, III, Mayor
City of Washington

ATTEST:

Cynthia S. Bennett, City Clerk
City of Washington



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

UTILITIES COORDINATION UNIT
1555 MAIL SERVICE CENTER RALEIGH N C 27699-1555
PHONE (919) 250-4126 FAX (919) 250-4101

EUGENE A. CONTI JR.
SECRETARY

January 26, 2009

MEMORANDUM TO: Mr. Terry R. Gibson, PE
State Highway Administrator

FROM: J. Robert Memory 
State Utility Agent

SUBJECT: Revised Procedures for Utility Construction Agreements &
Payment Process

Ms. Sandy Nance and I have recently undertaken a comprehensive review of the current guidelines for reimbursement for utility work performed by the Department at the request of another local entity. The guidelines have not been revised since May 2006, and with the current fiscal climate and economic constraints, we have received more frequent requests from local governments for various reimbursement conditions.

As part of this review, we have considered feedback from divisions and various units as well as the municipalities themselves. Over the past few years, we have had more frequent requests for extended repayment periods and difficulty in timely reimbursements after the agreement was executed. We recommend that the current payment process be simplified and ensure a more efficient reimbursement schedule to the department.

Current Payment Process:

1. Billing Procedures are based on the following:
 - A. When the amount of work is \$200,000 or less, the Department's Accounts Receivable Unit will bill the Governmental Agency and/or Utility Company upon completion of the utility work.
 - B. When the amount of work is \$200,000 up to one million (\$1,000,000), the Department invoice 50% of the estimated utility cost (one) 1 year after Project Let Date with the remaining balance due upon completion of utility work and generate a pay item listing within 60 days of completion of utility work. Accounts Receivable will submit pay item listing to the Utility Agent for review and final approval prior to invoicing by the fiscal staff.
 - C. When the amount of utility work is one million (\$1,000,000) or above, the Department will invoice 50% of the estimated utility cost 1 year after Project Let Date, and the remaining balance will be billed quarterly based upon contract quantities and prices as stated in HICams System.
 - D. If a hardship situation is noted, the State Utility Agent may request exceptions to the billing terms noted above.

Revised Payment Process:

1. Billing Procedures are based on the following:
 - A. When the amount of work is \$250,000 or less, the Department's Accounts Receivable Unit will bill the Governmental Agency and/or Utility Company upon completion of the utility work.
 - B. When the amount of work exceeds \$250,000, the Accounts Receivable Unit will invoice three (3) annual payments with the first payment due one year after project let date. The first two equal payments will be based on the estimated amount due set forth in the agreement. The third and final payment (remaining balance) will be based upon actual contract quantities and prices for actual cost of completed utility work as stated in HICams and Resident Engineers cost submittals.
 - C. If a severe hardship situation is identified, the State Utility Agent in coordination with the Manager of Local Program Management Unit may request to the Highway Administrator's office an exception to the reimbursement guidelines as noted above.

We believe that the recommended above revisions would simplify the process, keep reimbursement to a three-year period (which in most cases is the project timeline), and avoids lengthy reimbursement periods and interest payments. Agreements are now being prepared twelve months prior to the project let date. With the first payment not due until one year after the project's been let (which allows time for costs to be incurred for the utility work), this gives adequate time for a local government to budget and anticipate payment due to the department under the terms of the executed agreement. The revised guidelines should reduce the number of requests from the municipalities for exceptions to the payment process and avoids the department being placed in the role of the "banker".

Additionally, to avoid financial exposure by the department, utility work should not be included in a construction contract without an executed agreement with the other party. Future agreements (and those not yet executed) will be written by the Department's Local Program Management Office in accordance with these guidelines.

Thank you for your attention to this matter. If you have any comments or concerns, please contact me or Sandy Nance.

JRM:cam

Attachments

cc: Mark Foster
Division Engineers
Resident Engineers
Bruce Dillard
Stephanie King
Local Program Management Group - Contract Officers
Sandy Nance
Lee Johnson
Wayne Rodgers, CPA
Majed Al-Ghandour PE
Ellis Powell, PE
Jon Nance, PE

North Carolina League of Municipalities
2012 MUNICIPAL ADVOCACY GOALS – D R A F T

Build prosperous cities and towns

- ❖ *Seek legislation to recognize extraterritorial jurisdiction (ETJ) as a necessary tool for planning and balancing growth along the urban fringes of North Carolina municipalities.
- ❖ *Seek legislation to enhance the authority of cities to own and operate broadband systems serving citizens in unserved and underserved areas, and last mile public-private partnerships. *- GGLAC internet*
- ❖ Seek legislation to allow municipalities to establish vacant housing receivership programs for the purpose of rehabilitating structures not meeting minimum housing standards and transferring them to responsible ownership.
- ❖ Seek legislation to give municipalities the option to use electronic legal public notices in lieu of publication in a newspaper.
- ❖ *Support legislation to authorize cities to require outdoor advertising owners to replant non-obstructive vegetation around billboard sites where a selective vegetation removal permit has been issued within the planning jurisdiction of a city. *GGLAC city mandated around billboard*
- ❖ *Support legislation to enhance the use of public-private partnerships, while protecting the decision making authority of cities and towns to enter into arrangements which make wise use of public resources. *GGLAC- Fend off outsourcing*
- ❖ *Support legislation to authorize the abatement of real property used by criminal street gangs for the purpose of conducting criminal acts.

Protect citizens and improve our quality of life

- ❖ Support a system of liquor sales that maintains a local referendum about the decision to sell liquor, preserves local control over the location and density of liquor outlets, preserves the local revenue stream from liquor sales, and increases the authorized local permit fees statewide.
- ❖ Seek legislation to strengthen the role of municipalities in the approval, renewal, and revocation of ABC permits.
- ❖ Support legislation to permit a governmental entity to seek an order of abatement where a property may have some legitimate use, but is also the source of regular criminal nuisance activity.
- ❖ Seek legislation to grant more flexible authority for local public safety officers to enforce ABC related laws.
- ❖ Seek legislation to ban all internet sweepstakes operations.

- ❖ *Seek legislation to modernize local E911 public safety response capabilities by establishing an equitable funding formula for all Public Safety Answering Points (PSAPs), reconfiguring the 911 Board to operate as a technical oversight body, and expanding the permitted uses of E911 funds to include dispatch of emergency responders. GGLAC -

Enhance the fiscal health of municipalities

- ❖ Support legislation to expand the sales tax base to include services.
- ❖ Seek legislation to allow all municipalities to adopt a prepared meals and beverage tax.
- ❖ Seek legislation to: 1) require that counties conduct a public hearing before approving a resolution choosing the method of sales tax distribution; 2) delay the implementation of a change in method until July 1 of the calendar year following the adoption of the change; and 3) phase in the change in method over four years.
- ❖ Seek legislation to allow all municipalities to adopt impact fees to pay for growth-related infrastructure and services.
- ❖ Support legislation to reform the municipal business privilege license tax by: 1) eliminating exemptions and caps for specific categories of businesses; 2) specifying the appropriate bases for the tax; 3) requiring municipalities to adopt a rate schedule that applies to all types of businesses within a municipality; 4) limiting the amount of taxes paid by businesses that have business activity within a municipality but no business location within it; and 5) capping the amount of tax that can be imposed on any single business location.
- ❖ Support legislation to provide municipalities with the authority to impose a fee to recover the costs of vehicle accident and fire -response from at-fault drivers and parties responsible for fires, up to a statutory maximum amount.
- ❖ Support legislation to maintain the fiscal integrity of the Local Government Employees' Retirement System and its defined benefit structure, which promotes reasonable pension reforms that are prospective in nature, and tailored to meet the needs of local employees and retirees.
- ❖ Support legislation to maintain funding for Historical Black Colleges/ Universities (HBCUs) and Community Colleges.
- ❖ Support legislation to authorize local governments to award contracts to local bidders until specified circumstances.
- ❖ Support the study of the Economic Development Tier system and how it applies to all municipalities in terms of funding and/or services.
- ❖ *Support the temporary extension of the Transitional Hold Harmless for a period of time that will allow sales tax revenues to grow to the point where the loss of the payment can be absorbed by local governments.

2013-
January

Make wise use of natural resources

- ❖ *Seek legislation to create a state bond program for upgrades to water and wastewater treatment systems, expansion of stormwater programs, and assured water supplies.
- ❖ Support the equal application of water quality management rules that impact cities to N.C. municipalities, counties, state agencies, and private operations, require payment of city stormwater fees by all state agencies, and require maintenance of all stormwater structures by permitted entities.
- ❖ Support legislation to establish a water permitting system that protects existing municipal withdrawals, allows for future growth, includes all withdrawers, and accounts for all downstream users.
- ❖ Support legislative and regulatory efforts for efficiencies in water, wastewater, and stormwater permitting processes.
- ❖ *Seek legislation to classify reclaimed water as a resource water, and support the study of injecting reclaimed water into aquifers for storage or intrusion barriers.
- ❖ *Support legislation in the area of hydraulic fracturing and natural resource extraction that protects the health, safety and welfare of the citizens and environment, while facilitating necessary economic development for the overall well-being of North Carolina.

Improve our transportation infrastructure

- ❖ Seek legislation to allow Powell Bill funds to be used for sidewalks and walking paths that are adjacent to, but not located within, the right-of-way of state-maintained roads.
- ❖ Seek legislation to ensure significant municipal decision-making authority and respect for local ordinances in the design of transportation projects across all NCDOT Divisions, to lower congestion, enhance quality of life, improve aesthetics, improve public safety, and bolster public health for city residents, regardless of the city's financial participation in a project.
- ❖ Seek legislation to increase the existing municipal vehicle fee for public transportation from \$5 to a maximum of \$20, and allow it to also be used for pedestrian and bicycle projects.
- ❖ Support legislation to increase funding for the State Mobility Fund in order to support regional congestion mitigation projects, interstate maintenance, and a Powell Bill supplement; and to provide additional funding sources for state transportation projects.

Below are the issues committee members identified as the top issues/areas for improvement in their communities. Many, but not all, are topic areas that fall under the General Government LAC's purview. Note that some issues may overlap with the work of the Tax & Finance LAC with regards to funding. For the General Government LAC, the number of committee members mentioning each topic is indicated in parentheses after the issue.

General Government

- **Transportation:** Funding, utility relocation, DOT communication and processes, transit improvements, equity formula (12)
- **Economic development:** Downtown & small town revitalization and restoration, industrial recruitment and site development, additional incentives (11)
- **Public safety:** Crime prevention and reduction, funding for drug enforcement officers, equipment funding (6)
- **Regionalism/ intergovernmental cooperation** (3)
- **ABC system:** Defense of current system, local input (2)
- **Electronic notification of meetings** (1)
- **Sweepstakes** (1)
- **Hurricane preparation & recovery** (1)

Tax & Finance

- Water and wastewater infrastructure
 - Economic/downtown development
 - Parks and recreation funding
 - Potential for sales tax reductions by the state
-

Planning & Environment

- Minimum housing code enforcement
- Clean energy/ sustainability
- Water and wastewater infrastructure
- Parks and recreation funding
- Zoning/land use authority & ETJ
- Municipal growth post-annexation reform

Overall Status/Environment: The focus among most legislators and candidates is on the May 8th primary. Currently, it is easier to mention the uncontested races: The Attorney General race is the only uncontested statewide race. In the NC state Senate, two Democrats and six Republicans have no primary or general opposition. There are another five Democrats and five Republicans that have primary opposition but NO general opposition, which means those seats are already 'committed'. This brings the total of 'decided' seats to seven Democrats and 11 Republicans—18 seats. In the NC state House, 13 Democrats and 13 Republicans have no primary or general opposition. Another nine Democrats and 12 Republicans have primary but no general, indicating these seats are already 'committed'. This brings the total of 'decided' seats in the House to 22 Democrats and 25 Republicans. The current split is 68 R-52 D in the House and 31 R-19 D in the Senate. Meanwhile, former Charlotte Mayor Pat McCrory is significantly ahead in most every poll in the race for NC Governor.

Issues:

State Budget and Economy: The economy remains a high priority with the General Assembly. Even though state tax collections are up by \$145 million through February, economists are not certain these numbers will hold up after April tax payments. While employment has grown gradually since mid-last year, the unemployment rate remains at over 10%, the third highest in the nation. Local sales tax growth has been strong for FY 2011-12 but may be lower this Spring—some growth in the fall was due to lower savings rates. Warm Winter weather will result in lower utility franchise tax revenues for this fiscal year. Meanwhile, housing prices continue to decline and homebuilders remain wary.

ETJ: The House Select Committee on Extraterritorial Jurisdiction has held three meetings and a working group has now been appointed and is meeting this week for the first time. Ben Shivar, Cary Town Manager is our League representative on the working group. The committee was formed after Rep. Stephen LaRoque ran a bill last session to remove municipal authority for ETJs in counties with county-wide zoning, as well as allow ETJ residents the right to vote and hold office in municipal elections. League staff advocated against the bill and leadership decided to direct Rep. LaRoque to study the issue. NCLM testified at the second meeting, explaining the need for ETJs and how they function. The towns of Apex and Burlington also testified on behalf of NCLM. League staff took a group of members to meet on this issue with the Speaker's General Counsel Jason Kay. A full advocacy strategy has been prepared.

Non-Voted Debt/Local Government Debt Transparency: The Joint Committee on Local Government chaired by Sen. Davis and Rep. Justice heard NCLM and NCACC testify in February about the process of local government financing decisions. The committee was formed because of concerns expressed about the Local Government Commission's review process and select legislators' interest in greater communications to citizens. A few legislators are advocating for doing away with non-voted debt—essentially requiring every expenditure in local government to be voted on. NCLM staff continues to meet/talk with the two Chairs and select members of the committee. The committee will likely have a report for the short session. A full advocacy strategy has been prepared.

****** Please be sure you are talking with your legislative delegation about how your town wisely decides on debt needs, and helping them to understand your obligations to taxpayers. *******

Annexation: The cities of Goldsboro, Kinston, Lexington, Fayetteville, Asheville and Wilmington---and Rocky Mount in a separate, related suit---continue their lawsuit in response to the bills passed during the long session that required the cities to retroactively apply the 60% veto process in the overarching annexation reform bill (HB 845). Representatives of the towns and League GA staff met with Senator Berger a few weeks ago to share perspectives on

the difficult decision to pursue the lawsuit, and to hear from Senator Berger about his reasons for sending a letter reminding the towns of the likelihood that the live deannexation bills would likely move in the short session. Nothing was resolved during the discussion.

Hydraulic Fracturing (Fracking): The General Assembly passed SB 709 in June of last year and Gov. Perdue vetoed it. The Senate overrode the veto but the House has not yet taken it up. That could occur early in the short session. SB 709 does not allow fracking---it is a study bill requesting the Department of Environment and Natural Resources to fully study the issue. The idea is gaining a great deal of momentum and is clearly supported by the Republican majority. Governor Perdue announced her reserved support last week, prior to a release of a DENR study which indicated fracking could be done safely if certain criteria were followed. NCLM staff is working closely with both Senate and House members to ensure a seat at the negotiating table as it relates to water and traffic impacts, among other issues. Several towns have passed ordinances opposing fracking. The PE LAC is recommending a policy position to the Board.

Transportation/Road Maintenance: NCLM continues to discuss transportation issues with various legislators and Senate/House leadership, while anticipating more serious discussion after the short session. The idea of local option taxes to speed local road construction has been floated by Speaker Tillis and continues to be discussed. Meanwhile, the potential for a road maintenance shift from the state to local governments remains. NCLM is advocating for a overall, long-range transportation infrastructure funding program versus a piecemeal approach. This is also a key priority of the Metro Mayors Coalition. NCLM opposes the gas tax cap, which was passed by the House but was not taken up by the Senate. A one year gas tax cap is likely to be put in place in the short session.

911/PSAPs: Funding for local municipal secondary PSAPs (Public Safety Answering Points) is still an issue across the state. Speaker Tillis is encouraging a fix due to his hometown of Cornelius expressing concerns. The League is working with the Police Chiefs Association and the North Carolina Association of County Commissioners toward a better solution/formula that will allow for a reasonable funding flow to secondary PSAPs. NCLM will be advocating for legislation in the short session.

Building Design Controls: The GA team continues to work with member towns on SB 731: Zoning/Design Controls (Clodfelter). The bill was originally drafted to essentially eliminate municipal design and aesthetic controls over residential development, taking away the ability of municipalities to support and maintain a 'sense of place' demanded by citizens. We were able to secure some more favorable language in the long session, but the bill sponsor continues to believe cities have exceeded their authority in this area. It has passed the Senate, and remains alive for the 2012 Short Session.

***** Examples of needs and use of building design controls, as well as discussion in the interim with your legislators, will be needed to stop/improve this bill. Please work you're your planners. ******

Municipal Incorporation: NCLM staff is working with Sen. Hartsell and Rep. L. Brown, at their request, on aspects of municipal incorporation. A growing number of legislators believe stronger criteria---ie higher level of service, 'appropriate' population size, etc---is needed. Sen Hartsell and Rep. L. Brown are interested in running legislation in the short-session to create much higher hurdles for communities interested in incorporating.

Billboards: Despite language in the legislation to require replanting at billboard sites where a selective vegetation removal permit has been issued and a legislative compromise to do so, the NC DOT removed language requiring replanting from the proposed temporary rules. The Rules Review Commission approved the rules and tree cutting is imminent. Meanwhile, Scenic NC has filed a lawsuit against the cutting without replanting. League staff is working with a variety of groups and select legislators continuing to push for replanting.

Gun Control in Parks/Recreational Facilities: Debate and confusion continues across the state related to application of HB 650, which allows local governments to adopt an ordinance to prohibit, by posting, concealed handguns on 'recreational facility' grounds, but the concealed carry permittee can still carry it in the enclosed

compartment of a locked vehicle. Significant debate about the definition of a 'recreational facility' is continuing. Proponents and opponents are likely to bring the issue back to the General Assembly. It is important to note that HB 650 originally removed virtually any local government authority over concealed carry on local government property. The GA team worked with the sponsor to reduce the impact and give some continued local authority.

Eminent Domain: HB 8, which passed the House in the long session and is in Senate Judiciary, will be discussed in an early April meeting of the Senate J1 Eminent Domain subcommittee. League staff has worked for over a year with the bill's sponsor, Rep. Skip Stam, to lessen the negative economic development impact of the legislation. The bill is significantly better than the original. It currently states: "Private property shall not be taken by eminent domain except for a public use. Just compensation shall be paid, and shall be determined by a jury at the request of any party." Key Senators have expressed concern about the bill's unintended consequences. League GA staff will be speaking on the bill at the April subcommittee.

Update on GA Team 1H 2012 Strategic Goals:

"Build the Bench" PLUS: The GA team is hard at work traveling across the state speaking to city/town councils, manager groups, COGs etc. As you'll recall, we also identified 14 legislators to 'recruit' for a stronger NCLM advocacy bench. The goal is for these legislators to join existing legislators who advocate for and support/protect their municipalities. We are holding meetings first with the towns in the legislators' district and, then, jointly, in small group meetings/lunches/dinners with the legislators, making specific requests that match local needs with the League's Advocacy Agenda. In January, we decided to 'turbo-charge' this effort by involving our Legislative Action Committees in taking on more of an advocacy role (in addition to their current policy-setting role). Each LAC member had specific 'go and meet' assignments and have been following through with them over the last two months. We have had significant increase in outreach due to this.

League LINC Grassroots: The GA team is executing a very specific 2012 LINC Grassroots Plan in preparation for the short session and beyond. Registered LINC members have grown to over 600 individuals and several hundred have committed legislative relationship information we will be relying on in 2012. We will be making specific requests to strengthen these relationships and discuss specific issues prior to the short session. Further, we are holding "Breakfast of Champions" meetings with select legislators—Targeted legislators are joining our Legislative Action Committees for breakfast and discussion of issues relevant to municipalities. **As FYI, we have been moving our LAC meetings around the state for the first time, in an effort to connect more League members and allow more legislators to participate in the breakfast meetings.**

Thought Leader Projects: One of the GA team's goals is to better position the League as a Thought Leader on some very select key issues: the future economic and social vitality of cities and towns; transportation infrastructure needs; and the allocation of the state's water resources. One aspect of this is partnering with local Chambers of Commerce across the state within the 5 largest cities to promote the importance of municipalities to the economic life of North Carolina and to highlight cooperation between government and business that has led to economic and community development. We hope to hold at least one of these events prior to the short session.

Workshops and Speaking Engagements with City Councils, Managers' Groups, Mayors: The GA team has responded to a significant increase in requests to hold legislative updates and workshops for city councils, managers, COGs and other local government groups.

Upcoming Events:

NCGA Interim Session

April 23

Regional Roundtables—Legislative Issue Updates

weeks of April 9 and April 23*

NCGA Short Session

May 16

Town Hall Day

June 6

2013 Advocacy Goals Conference

January 2013

*See Flyer.

******Please BE SURE you are a member of League LINC AND HAVE ENTERED YOUR LEGISLATIVE RELATIONSHIPS INTO OUR ONLINE SYSTEM. This is how we connect to legislators through our membership when we have a significant issue advocacy need. As a Board Member, we need you to set an example. If you need assistance, contact Jennifer Webb, Grassroots Coordinator at jwebb@nclm.org or 919-715-1726******

General Government Legislative Action Committee
 March 2012 Advocacy Goal Status

Existing Advocacy Goals	
Goal	Status
Seek legislation enhancing the authority of cities to own and operate broadband systems for their citizens, and providing incentives for last mile public-private partnerships. Include authority for cities that currently have operating broadband systems to continue.	House Bill 129, which became Session Law 2011-84, passed the General Assembly during last year's long session. It placed a number of restrictions on future municipal broadband service providers. Recognizing this, the General Government LAC recommend revising the existing goal language. The revised language was approved by the League's Board of Directors on March 20 and reads as follows: "Seek legislation enhancing the authority of cities to own and operate broadband systems serving citizens in unserved and underserved areas, and last mile public-private partnerships."
Seek legislation to protect the privacy of municipal residents by limiting public access to lists of email addresses submitted by citizens to municipalities.	This goal was achieved by Senate Bill 182, now Session Law 2011-54, which states that local government email distribution lists must be available for on-site inspection only, and that the lists must be used only for the purposes for which they were subscribed or for emergency notifications. As such, the General Government LAC recommended removing this goal from the League's Municipal Advocacy Goals, and the League Board approved this recommendation on March 20.
Support legislation to promote the reporting of criminal activity to 911 centers by protecting the confidentiality of callers through the use of either transcripts or alteration of voices on recordings to prevent caller recognition, and making appropriate amendments to public records laws.	This goal was achieved by Senate Bill 98, which became Session Law 2011-321. It authorizes local agencies to release records of 911 calls in the form of voice altered recordings or written transcripts. The General Government LAC thus recommended that this goal be removed from the League's Municipal Advocacy Goals, and the Board approved this recommendation on March 20.
Seek legislation to allow municipalities to establish vacant housing receivership programs for the purpose of rehabilitating structures not meeting minimum housing standards and transferring them to responsible ownership.	League staff continues to work toward achieving this goal.

General Government Legislative Action Committee
 March 2012 Advocacy Goal Status

Existing Advocacy Goals	
Goal	Status
Seek legislation to ban all internet sweepstakes operations.	With a court case regarding the sweepstakes law pending, legislative leaders opted not to take any action on this issue in 2011. In early March the North Carolina Court of Appeals struck down the existing law as unconstitutional by a 2-1 margin. That decision is likely to be appealed in the state Supreme Court. Meanwhile, the League's goal regarding sweepstakes remains unchanged.
Support a system of liquor sales that maintains a local referendum about the decision to sell liquor, preserves local control over the location and density of liquor outlets, preserves the local revenue stream from liquor sales, and increases the authorized local permit fees statewide.	Discussions of privatizing the state's Alcoholic Beverage Control system never became legislative proposals in 2011. However, it could become an issue again in the future. The League's goal on this issue remains unchanged.
Seek legislation to strengthen the role of municipalities in the approval, renewal and revocation of ABC permits.	League staff continues to work toward achieving this goal.
Support legislation permitting a governmental entity to seek an order of abatement where a property may have some legitimate use, but is also the source of regular criminal nuisance activity.	Legislation aimed at achieving this goal was introduced in 2011 but was opposed by the Retail Merchants Association and individuals representing nightclubs. League staff will continue working on this goal in the short session.
Seek legislation to grant more flexible authority for local public safety officers to enforce ABC-related laws.	League staff continues to work toward achieving this goal.
Seek legislation to allow Powell Bill funds to be used for sidewalks and walking paths that are adjacent to, but not located within, the right-of-way of State-maintained roads.	League staff continues to work toward achieving this goal.
Seek legislation ensuring significant municipal decision-making authority and respect for local ordinances in the design of transportation projects across all NCDOT Divisions, to lower congestion, enhance quality of life, improve aesthetics, improve public safety and bolster public health for city residents, regardless of the city's financial participation in a project.	League staff continues to work with the N.C. Department of Transportation to ensure that the concerns of local governments are considered in any discussions regarding the future of transportation in North Carolina.

General Government Legislative Action Committee
 March 2012 Advocacy Goal Status

Existing Advocacy Goals	
Goal	Status
Seek legislation to give municipalities the option to use electronic legal public notices in lieu of publication in a newspaper.	Legislation aimed at achieving this goal was met with stiff opposition from, among others, the N.C. Press Association. League staff will continue working on this goal in the short session.
Support legislation maintaining the fiscal integrity of the Local Government Employees' Retirement System and its defined benefit structure, which promotes reasonable pension reforms that are prospective in nature, and tailored to meet the needs of local employees and retirees.	The League worked during the 2011 General Assembly session to assure that any legislation passed would have limited potential for adverse impact on the Local Government Employees' Retirement System. League staff will continue that work during the 2012 short session.
Seek legislation to mandate that counties share state-collected E911 revenue with municipalities, providing existing E911 dispatch centers functioning as Primary or Secondary Public Safety Answering Point (PSAP) contingent upon all jurisdictions (county or municipal) receiving funding meet levels of service requirements and use highly trained personnel and modern technology.	The General Government LAC voted to recommend that this goal language be revised. The League Board approved this recommendation on March 20. The goal now reads as follows: "Seek legislation modernizing local E911 public safety response capabilities by establishing an equitable funding formula for all Public Safety Answering Points (PSAPs), reconfiguring the 911 Board to operate as a technical oversight body, and expanding the permitted uses of E911 funds to include dispatch of emergency responders."
Support legislation to authorize local governments to award contracts to local bidders under specified circumstances.	League staff continues to work toward achieving this goal.

General Government Legislative Action Committee
 March 2012 Advocacy Goal Status

Additional Advocacy Goals	
Goal	Status
Support legislation authorizing cities to require outdoor advertising owners to replant non-obstructive vegetation around billboard sites where a selective vegetation removal permit has been issued within the planning jurisdiction of a city.	The issue of billboard regulation has become a controversial one. Legislation passed in 2011 increasing the areas around billboards in which companies could remove trees was thought to have preserved local tree ordinances and required replanting of trees, but the subsequent rulemaking process regarding the legislation revealed that NCDOT had a different interpretation of the law. As such, the General Government LAC recommended that this language be added to the League's Municipal Advocacy Goals, and the League's Board approved this recommendation on March 20.
Support legislation enhancing the use of public-private partnerships, while protecting the decision making authority of cities and towns to enter into arrangements which make wise use of public resources.	Since the end of the 2011 General Assembly session, a legislative committee has been discussing public-private partnerships in North Carolina. The General Government LAC recommended this language be adopted as the League's position on public-private partnerships, and the League's Board of Directors approved that recommendation on March 20.
Support legislation authorizing the abatement of real property used by criminal street gangs for the purpose of conducting criminal acts.	Legislation that would add property knowingly used for street gang activity to the nuisance laws, and define street gangs themselves as a public nuisance, passed the House in 2011 and is eligible for the 2012 short session. The League's General Government LAC recommended that this goal be added to the League's Municipal Advocacy Goals, and the League's Board approved this recommendation on March 20.