



DECEMBER 10, 2012
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from November 5 & 19, 2012 **(page 3)**

Approval/Amendments to Agenda

Presentations: Retirement and Memorial Resolutions

I. Consent Agenda:

- A. Declare Surplus/Authorize – Fire Department Equipment Truck Vehicle #235 **and** Authorize the sale of this vehicle through electronic auction using GovDeals **(page 27)**
- B. Approve/Authorize – 2013 Departmental Roster **and** Authorize the Mayor and the Fire Chief to sign the Annual Certification of Firefighters **(page 28)**
- C. Accept/Adopt – Grant from Mid-East Commission Area Agency on Aging **and** Adopt Budget Ordinance Amendment for Grant (\$498.00) **(page 35)**
- D. Adopt – Grant Project Amendment for the CDBG-Program Fund Amendment **and** Adopt Budget Ordinance Amendment (Keys Landing Subdivision) (\$11,000) **(page 37)**

II. Comments from the Public:

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

- A. None –

IV. Public Hearing – Other:

- A. None –

V. Scheduled Public Appearances:

- A. Mr. Harlen Mackendrick – Zion Shelter
- B. Martin – Starnes & Associates, CPA's, P.A. – Audit



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- C. Mr. Roger Walden of Clarion & Associates – Draft Comprehensive Plan **(page 41)**

- VI. Correspondence and Special Reports:
 - A. Memo – Northgate Subdivision **(page 98)**

- VII. Reports from Boards, Commissions and Committees:
 - A. Human Relations Council **(page 100)**

 - B. Financial Reports **(emailed as available)**

- VIII. Appointments:
 - A. None -

- IX. Old Business:
 - A. Adopt – Recreational Sport Program Agreement **(page 102)**

- X. New Business:
 - A. Approve/Award – Tentatively Award Contract for drainage rehabilitation at Warren Field **and** Approve Work Authorization **and** Approve Corresponding Purchase Orders (\$320,058.90) **(page 109)**

 - B. Accept/Authorize/Adopt – Accept Grant Award **and** Authorize City Manager to sign contract grant agreement **and** Adopt Grant Project Ordinance **and** Budget Ordinance Amendment – Lighthouse Restrooms and Dockmaster Station (300,000) **(page 120)**

- XI. Any Other Items From City Manager:
 - A. Discussion – Economic Development Advisory Board By-laws and appointments

 - B. Cancellation – of December Committee of the Whole meeting

- XII. Any Other Business from the Mayor or Other Members of Council
 - A. None

- XIII. Closed Session – Under § NCGS 143-318.11(a)(3) Attorney Client Privilege – including City of Washington vs. Anne & Harry Meredith, et al (08-CVS-105)

- XIV. Adjourn – Until Monday, January 14, 2013 at 5:30 pm, in the Council Chambers at the Municipal Building

The Washington City Council met in a regular session on Monday, November 5, 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, Administrative Services Director/C.F.O.; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Interim Community and Cultural Services Director; Susan Hodges, Human Resources Director; Keith Hardt, Electric Director; Lynn Lewis, Tourism Director; David Carraway, IT; and Mike Voss, Washington Daily News.

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

APPROVAL OF MINUTES FROM OCTOBER 8, 2012

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the minutes of October 8, 2012 as presented.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings requested the addition of New Business Item G: Approve hangar sub-lease from Craig Goess to John Hayes/Carolina Crop Care, LLC.

Mayor Jennings requested the addition of Old Business Item B: First Presbyterian Church property offer and Item C: 507 West Second Street.

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

CONSENT AGENDA

By motion of Councilman Mercer, seconded by Councilman Brooks, Council approved the consent agenda as presented.

- A. Approve – FEMA AFG Grant – Excess Funds PO (\$23,000)
- B. Authorize/Adopt – Repurchase of Cemetery Lot N-117, Plots 3,4,7 and 8 in Oakdale Cemetery (\$2,400) and Adopt Budget Ordinance Amendment

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF
WASHINGTON, NC FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the Estimated Revenues in the Cemetery Fund be increased in the amount of \$2,400 in the account Transfer from General Fund, account number 39-90-3980-1000.

Section 2. That account number 39-90-4740-4901, Repurchase Cemetery Lots, portion of the Cemetery Fund appropriations budget be increased in the amount of \$2,400 to provide funds for the repurchase of cemetery lot N-117 plots 3, 4, 7, and 8.

Section 3. That account number 10-00-4400-3900, Transfer to Cemetery Fund, Miscellaneous portion of the General Fund appropriations budget be increased in the amount of \$2,400.

Section 4. That the Estimated Revenues in the General Fund be increased in the amount of \$2,400 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

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

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

Adopted this the 5th day of November, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

PUBLIC HEARING ON ZONING: NONE

PUBLIC HEARING - OTHER: NONE

SCHEDULED PUBLIC APPEARANCES:

Mr. Jayesh Patel explained his utility billing error where he was using only three (3) pole lights and the City was charging him for six (6). Once Mr. Patel figured out the problem and explained the situation to the City employees, he was given some adjustments of approximately \$856 for one year. Mr. Kay explain the city code allows for the refund for twelve months only. In essence, the City followed the city code and refunded Mr. Patel \$856.92 for twelve months.

Mayor Jennings inquired if we had anyway of verifying when Mr. Patel first made the City aware of the problem. Mr. Rauschenbach stated he was first made aware early August of 2012. Councilman Mercer referred to the memo received by Council and suggested our records have a six year void in which our billing system will not tell us what was transpiring. Mr. Patel stated he has been paying since May of 2003 and not 2007.

Mayor Pro tem Roberson expressed he didn't mind funding the additional year but felt we need additional information. If Mr. Patel can provide this information to the City Manager then Council can determine an agreed upon amount to be refunded in accordance with the North Carolina General Statutes. Mayor Jennings said that the statute of limitations is written to give some responsibility to the customer.

Mayor Jennings and members of City Council directed staff to furnish more information regarding the time frame when the City was made aware of the overbilling. Staff will be in contact with Mr. Patel.

Some of the information contained in the email:

Mr. Patel, the owner of the Washington Motel, is making an appearance to request additional consideration of this area light charges beyond the 12 month credit (\$856.92) that was given in accordance with City Code section 10-50. Some additional information:

1. Customer called to report that two area lights weren't working in August, 2012. Two bulbs were replaced and we realized that he was being billed incorrectly for 3 A06 lights instead of 2 A05 and 1 A06. Rates for A06 are \$62.41/month and A05 are \$28.76.
2. History of area light billing:

Date	A05	A06	A07	Total
7/16/2004	1	3	3	7
4/14/2006	0	3	3	6
10/19/2007	0	3	0	3
9/14/2012	2	1	0	3

3. Work order does not exist from October 2007 when the area lights were reduced from 6 to 3.

Based on this information I would surmise that the area lights have been incorrectly billed since 2007. NCGS 1-53(1) limits the recovery period to two years. If Council elects to give an additional year of credit it would be \$806.74.

Mr. Derik Davis expressed he was addressing Council tonight on the condition of the boardwalk past the Estuarium toward McNair Street. On October 18 at approximately 4:00 pm he encountered a board that was popped up on the boardwalk. Mr. Davis fell on the boardwalk and was injured and continued by saying he may need surgery on his shoulder.

Mr. Davis shared in his encounter around town that 24 persons told him they have tripped/fallen on the boardwalk and 3 persons have fallen since October 18 (list of the person names can be provided to Council by Mr. Davis). Mr. Davis requested staff to take a look at the boardwalk.

A portion of the boardwalk has been replaced and he has submitted photographs to Mr. Kay of the area where he fell.

Mayor Jennings and members of Council wished Mr. Davis a speedy recovery.

COMMENTS FROM THE PUBLIC:

Mr. Gerald Seighman discussed the Turnage Theater and the editorial in the Washington Daily News. Several of Mr. Seighman questions/comments are as follows:

- Where would the money come from to purchase the building ?
- What are the annual operating cost for utilities, insurance, maintenance?
- What group will operate the enterprise?
- Will there be any additional operating cost of the building maintenance that the City would be obligated to provide?

- What is the business plan and does it insure that the tax payers are not subsidizing it or either a special interest group type of entertainment?
- Will the business plan provide revenue to the City to compensate for the loss?

CORRESPONDENCE AND SPECIAL REPORTS
LOAD MANAGEMENT REPORTS

	September 2012	Project to Date	October 2012	Project to Date
Total Load Management Device Installations	75	1,593	74	1,667
Total Accounts Added with Load Management	62	1,234	53	1,287
Appliance Control Installations				
Air Conditioner / Heat Pump	29	1,268	55	1,323
Auxiliary Heat Strip	5	617	33	650
Electric Furnace	3	230	5	235
Water Heater	48	986	46	1,032
Total Encumbrances to Date				
Load Management Devices		\$65,600		\$65,600
Contractor Installations		\$175,000		\$175,000
		\$240,600		\$240,600
Total Expenses to Date				
Load Management Device Purchases		\$65,600		\$65,600
Contractor Installation Expenses	\$5,555	\$168,955	\$7,330	\$176,285
		\$234,555		\$241,885
		\$147		\$145
		\$76		\$75
Load Management Devices Remaining in Stock				
	907		833	

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:
HUMAN RELATIONS COUNCIL

Update – Multicultural Festival 2012 – Board member Howard voiced the sub-committee did not meet but that the festival has been scheduled for the spring of 2013.

Approve – Amended By-laws dated 10-9-12 – By motion of Board member Hughes, seconded by Board member Howard, by consensus, Board members approved the by-laws as amended.

Discussion – Prayer – By consensus, Board members approved changing the language to “Nondenominational Invocation”.

FYI – items addressed at this time – inclusive of September report submitted to City Council, financial report, public notification and the PAL Dinner Dance flyer.

UPDATES – WASHINGTON POLICE & FIRE SERVICES – Lt. Chrismon distributed a “Community Watch Program & Fire Prevention Program” - making a change in your neighborhood. Also, he noted the Halloween event sponsored by the Washington Police & Fire Department has been scheduled for Saturday, October 20, 2012 at Havens Gardens from 3:30pm – 7:30 pm.

**COMMENTS FROM BOARD MEMBERS AND THE PUBLIC –
REGARDING “HOW TO MOTIVATE INTEREST” IN THE BOARD MEETINGS**

Board members suggested extending invitations to the following organizations:

- Beaufort County Community College (BCCC)
- Beaufort County Board of Education
- Vidant Beaufort Hospital
- Beaufort County Health Department
- Beaufort County Department of Social Services
- Washington Housing Authority, Inc.
- Beaufort County – County Commissioners
- Beaufort County Development Center (BCDC)

Ms. Betty Moore a resident from the City of Washington explained there would be more participation from the public when they are made aware of this Board.

FINANCIAL REPORTS

No concerns were expressed at this time.

APPOINTMENTS: NONE

**ADOPT – BUDGET ORDINANCE AMENDMENT FOR OXIDATION DITCH REPAIRS AT
THE WASTEWATER TREATMENT PLANT.**

At the July 23, 2012 Council meeting, staff informed Council of the significant failure with one of the mixers in the original oxidation ditch at the Wastewater Treatment Plant (WWTP). After discussing the proposal for the estimated \$50,000 in needed repairs, staff was directed to fix the problem versus patching the problem. Repairs have been completed at this point with actual expenditures and/or encumbrances to-date of \$39,735.91. Repairs include the complete removal of all grit from the oxidation ditch, the repair of holes in the large draft tubes, repairs to the corroded decking sub-structure over the draft tubes and various other smaller items that were not include in the original estimate. There are two purchase orders, yet to be approved, for the refurbishing of the damaged gear box (\$24,341) and the refurbishing of the damaged mixer blade (\$9,390), that will bring the total for the project to \$73,466.91. Recommendation of staff is for Council to approve the budget ordinance amendment to allocate funds to cover the oxidation ditch repairs.

By motion of Councilman Mercer, seconded by Councilman Brooks, Council approved the budget ordinance amendment for Oxidation Ditch Repairs at the Wastewater Treatment Plant.

Mayor Pro tem Roberson expressed concern with rebuilding/refurbish items instead of purchasing new items.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF
WASHINGTON, NC FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That account number 32-90-3991-9910, Fund Balance Appropriated portion of the Sewer fund revenue budget be increased in the amount of \$40,891 to provide funds for the repair of the oxidation ditch mixer.

Section 2. That account number 32-90-8220-1505, Maintenance/Repair Oxidation Ditch, Waste Water Treatment portion of the Sewer Fund appropriations budget be increased in the amount of \$73,467.

Section 3. That account number 32-90-9990-9900, Contingency, Contingency portion of the Sewer Fund appropriations budget be decreased in the amount of \$32,576.

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

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

Adopted this the 5th day of November, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

DISCUSSION – FIRST PRESBYTERIAN CHURCH

Mayor Jennings said this discussion is relative to an offer the First Presbyterian Church made. Mr. Kay recapped the City's intentions noting that at one point and time, Council discussed a property swap between the current lot and two lots that the First Presbyterian Church owns. Mr. Kay expressed he offered he asked if the church would be willing to buy the lot from the City this would reduce any expenses the City would have on paving or upkeep. If the church wishes to buy the property then the City should have some type of letter of understanding inclusive of moving lines or easement relocations, etc.

Mr. Kay and Mr. Holscher met with the First Presbyterian Church attorney and the City received a letter from the attorney on behalf of the First Presbyterian Church offering \$37,500 for the two lots.

Mr. Kay explained the appraisal performed in 2004 on one lot and the tax value on both lots combined is \$70,661. Mayor Pro tem Roberson suggested the need for an updated appraisal of the property.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council agreed to obtain an appraisal of the two lots.

Direction was given to staff to advise the church the City is moving toward getting an appraisal, this way the City is taking action and not keep the church guessing.

DISCUSSION – 507 WEST SECOND STREET

City Manager, Josh Kay reviewed this item and noted Council has a bid of \$110 from Timothy Evans. Council can either accept the bid of \$110 to transfer the property or reject all bids.

Councilman Brooks inquired what was the value of the property and Mr. Kay said the City spent \$14,700 to demolish the building located on 507 West Second Street but did not know the tax value of the property.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved rejecting all bids.

Councilman Mercer expressed the need to set some reasonable value for properties to be disposed of. Establish procedures by which there is some minimum value that's established for any surplus property based on tax value or any expenditures the City of Washington made to the property. Mayor Pro tem Roberson suggested this item could be discussed at the planning session.

AWARD/APPROVE – TENTATIVELY AWARD CONTRACT FOR PAVEMENT REHABILITATION AT WARREN FIELD TO TRIANGLE GRADING AND PAVING (\$352,700) AND APPROVE WORK AUTHORIZATION (\$48,105) AND APPROVE CORRESPONDING BUDGET ORDINANCE AMENDMENT AND PURCHASE ORDERS

City Manager, Josh Kay explained the bid tabulation sheet received from John Massey, P.E., of Talbert and Bright, the City's airport engineers. We received a bid from Triangle Grading and Paving for this work also. Mr. Kay said they were the only contractor to bid the project, even after a second advertised bid opening for this work. The bid was reviewed by the NCDOT – Division of Aviation, and has met their approval. Repairs will be made to the primary runway, 5-23, as well as the secondary, 17-35 and taxiways "C" and "B". Mr. Kay explained that 2009, 2010 and 2011 Vision 100 funds will be utilized for this work.

Mr. Kay noted that staff is requesting approval of a purchase order for the construction phase services for this work. Talbert and Bright has submitted a proposal for a work authorization in the amount of \$48,105 for this work. Vision 100 funds will be utilized for this work as well. Mr. Kay noted that the work scope and fee have been reviewed and approved by the NC Division of Aviation. It is the recommendation of staff that Council award and approve the contract for pavement rehabilitation at Warren Field to Triangle Grading and Paving in the amount of (\$352,700) approve the work authorization of (\$48,105) and approve corresponding budget ordinance amendment and purchase orders for said work.

Mayor Pro tem Roberson and Councilman Mercer expressed concerns with the mobilization cost. Also, Mayor Pro tem Roberson said he didn't see any contingency money set aside for a contract this size. He continued by stating since he been on Council there have always been change orders. Mr. Lewis explained that the Division of Aviation will not allow us to show a contingency line item in their grant.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council tentatively awarded the contract for Pavement Rehabilitation at Warren Field to Triangle Grading and Paving (\$352,700) and approved work authorization (\$48,105) and approved corresponding budget ordinance amendment and purchase orders.

Mayor Pro tem Roberson requested the City Attorney clarify the word tentatively in awarding the contract (either will award the contract or not award the contract). Mr. Holscher referred to Mr.

Lewis and Mr. Lewis said it was tentatively because we don't have all the bonds in place and all paperwork with the Division of Aviation.

Mayor Pro tem Roberson noted that in the future, the action item needs to state "award subject to" and not "tentatively".

(begin memo) Dear Mr. Lewis: Bids were received and opened on Friday, September 21, 2012 for the Airfield Pavement Rehabilitation project at Warren Field. This was the second advertised bid opening and one bid was received for this project from Triangle Grading and Paving. Attached please find the certified bid tabulation. We have reviewed the bids received and Triangle Grading and Paving is the lowest responsive and responsible bidder.

With their bid, Triangle Grading and Paving indicated that they will provide \$18,800 in DBE participation that will be provided by a DBE subcontractor Cruz Brothers to perform the concrete placement work. The DBE goal established by the NCDOT for this project is 4.0%.

Triangle Grading and Paving did provide a bid bond in accordance with the specifications and other bid documents have been properly completed and signed including their DBE paperwork.

The City of Washington has available Vision 100 grant funds plus the 10% local match totaling \$401,076 that can be used for Construction and Construction Administration, RPR and QA testing services.

Based on review of the bids, Talbert & Bright recommends award of the Base Bid, Bid Alternate #1 and a portion of Bid Alternate #2 to the low bidder, Triangle Grading and Paving in the amount of \$352,700. The portion of Bid Alternate #2 is detailed in the attached Quantities for Award. Based on an award of \$352,700 and DBE participation of \$18,800, the DBE participation for this project will be 5.3% which will exceed the goal set for the project. (end memo)

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, NC FOR THE FISCAL YEAR 2012-2013

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 or decreased in the following accounts and amounts to consolidate Vision 100 Grant funding for the Airfield Pavement Rehabilitation project:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
37-90-3490-0007	Grant Funds 36237.38-9.1	\$(60,969)
37-90-3490-0008	Grant Funds	(150,000)
37-90-3490-0009	Vision 100 Grant 36237.38.10.1	210,969

Section 2. That the Airport Fund appropriations budget be increased or decreased in the following accounts and amounts:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
37-90-4530-4513	Vision 100 Grant 36237.38.9.1	\$(67,744)
37-90-4530-4514	Grant Funds FY 11/12	(166,677)
37-90-4530-4515	Vision 100 Grant 36237.38.10.1	234,411

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

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

Adopted this the 5th day of November, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

ADOPT – BUDGET ORDINANCE AMENDMENT – KEYS LANDING SUBDIVISION (\$20,000)
AND APPROVE PURCHASE ORDERS

City Manager, Josh Kay reviewed this project and noted it had been going on for a while. The Keys Landing Subdivision is a Community Development Block Grant Project jointly through the City of Washington and Metropolitan Housing. Initially, the project was for 13 lots but because of budget overruns it was scaled back to 5 lots. In order to have a balanced budget, additional expenses were removed from the budget list. One of the items removed included the clearing of each lot in order to construct single family homes. Staff has received tentative bids and the lowest bid received was \$4,000 per lot or \$20,000 total. Staff is requesting that a budget ordinance amendment be approved in order to appropriate funds for the clearing of these lots so that construction on the houses may begin.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council adopted a budget ordinance amendment to appropriate funds for expensed related to lot clearing in order to construct single family dwellings in Phase 1 of Keys Landing Subdivision and approved purchase order of \$20,000.

Mayor Pro tem Roberson had several questions directed to Mr. Rodman, Interim Community and Cultural Services Director:

1. Lot clearing
2. Sidewalks
3. Paving

Mr. Rodman explained the questions of concern.

Mayor Jennings addressed who pays for clearing the lots when the budget is balanced because he understand about the sidewalks. Mr. Rodman stated there were only certain items that could be removed and this was one of those items. Mayor Jennings said there are some things you can live without but somebody will have to clear the lots. Councilman Mercer requested a full account of how much monies we have in this project to date, in addition to the original match on the grant. Mayor Pro tem Roberson explained whenever you have Community Development Block Grant activities and you receive money to pay back on the houses that the City actually recaptures what is known as program income. Mayor

Pro tem Roberson recommended targeting the money from Program Income designated for Community Development Block Grants and in addition, take the Housing Authority payment in lieu of taxes and put that into Program Income so when we come up with short amount we can apply this money toward that debt. Discussion continued with members of Council expressing other concerns.

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, NC FOR THE FISCAL YEAR 2012-2013

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$20,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910, Fund Balance Appropriated portion of the Sewer fund revenue budget be increased in the amount of \$40,891 to provide funds for the repair of the oxidation ditch mixer.

Section 2. That account number 10-00-4400-1501, Maint/Repair Grounds, Miscellaneous portion of the General Fund appropriations budget be increased in the amount of \$20,000 to provide funds for lot clearing in the Keys Landing subdivision.

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

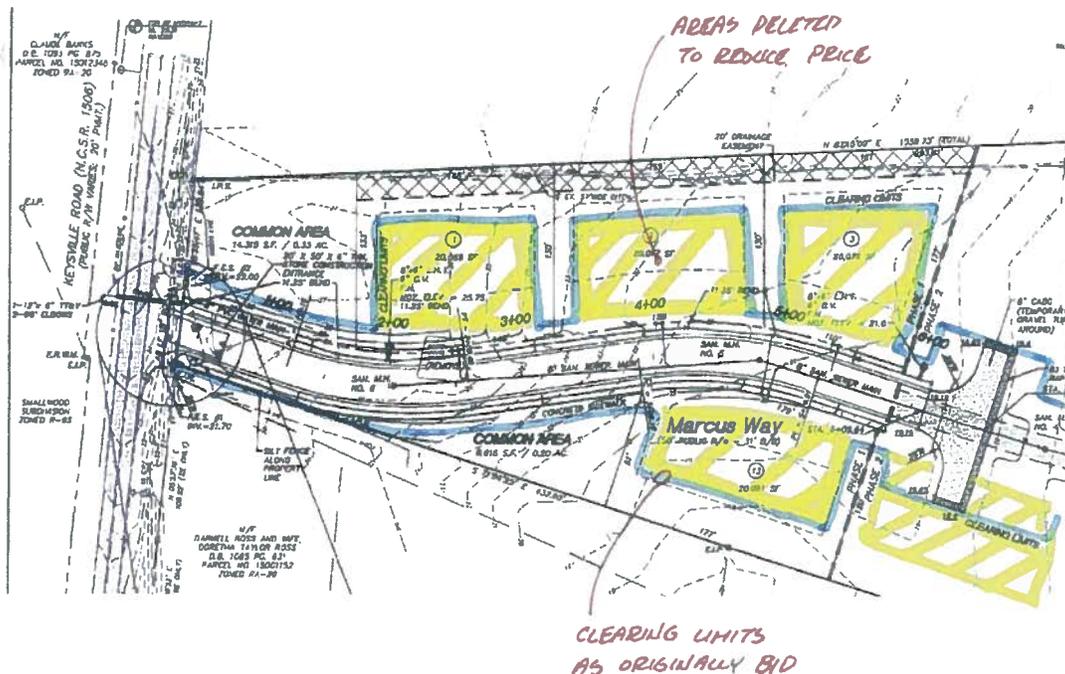
Section 4. This ordinance shall become effective upon its adoption.

Adopted this the 5th day of November, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor



ADOPT/AWARD – ORDINANCE TO CONDEMN AS UNSAFE THE STRUCTURE LOCATED AT 107 EAST 8TH STREET AND AWARD THE DEMOLITION CONTRACT TO T.J.'S MARINE (\$4,950)

Josh Kay, City Manager stated this is an ordinance condemning 107 East 8th Street. Mr. Kay stated we had a notice of complaint and notice of hearing – September 7, 2012, hearing held – September 19, 2012 and order to remedy defective condition – September 19, 2012. The property owner has not complied so the first recommendation is to adopt the ordinance condemning the structure and the second option is that we award the demolition contract to T.J.'s Marine for \$4,950. Four bids to demolish the structure were received with the low bid coming from T.J.'s Marine at \$4,950.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adopted the ordinance condemning the structure located at 107 East 8th Street as unsafe and demolish and remove the structure.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council awarded the demolition contract to the lowest responsible bidder, T.J.'s Marine, in the amount of four thousand nine hundred fifty (\$4,950) dollars.

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

WHEREAS, the City Council of the City of Washington finds that the structure located on the property having an address of 107 East 8th Street, Washington, North Carolina and being owned by Brice Puryear (a/k/a Brice C. Puryear as well as Chris Puryear) and wife, Sharon Puryear, has been condemned as, among other things, unsafe pursuant to North Carolina General Statute § 160A-426 and that all applicable statutory provisions have been complied with as a condition of the adoption of this Ordinance.

WHEREAS, the structure located on said property should be demolished and removed as directed by the Senior Building Official for, among other things, the reasons stated by the Senior Building Official in his September 19, 2012 Notice of Decision that was served on the property owners.

WHEREAS, the owners of the structure have been given a reasonable opportunity to bring the structure into compliance with the applicable standards of the City Code as well as State statute in accordance with North Carolina General Statute § 160A-425 et seq as well as pursuant to the Order issued by the Senior Building Official in said Notice of Decision.

WHEREAS, said owners have failed to comply with said Order.

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

Section 1. The Senior Building Official is hereby authorized and directed to proceed to demolish and remove the above described structure located at 107 East 8th Street in accordance with the applicable provisions of the City Code and North Carolina General Statute § 160A-432 *et seq.*

Section 2. Pursuant to North Carolina General Statute § 160A-432, the amounts incurred by the City in connection with any demolition or removal authorized hereunder shall be a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner prescribed by law as liens for special assessments. The amounts incurred by the City in connection with any demolition or removal authorized hereunder shall also be a lien against any other real property owned by the above named owners and located within the City limits or within one mile of the City limits, except for the above named owners' primary residence.

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

This Ordinance shall become effective on this date of adoption November 5, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor



ADOPT/AWARD – ORDINANCE TO CONDEMN AS UNSAFE THE STRUCTURE LOCATED AT 312 EAST WATER STREET AND AWARD THE DEMOLITION CONTRACT TO ST. CLAIR TRUCKING (\$8,400)

Josh Kay, City Manager explained this is an ordinance condemning 312 East Water Street. Mr. Kay stated that the Code Enforcement Officials had been dealing with this property for quite some time. Most recent communication was notice of complaint and notice of hearing was May 30, 2012 and hearing was held on June 12, 2012 with order to remedy defective condition – September 19, 2012. We received 3 bids to demolish the structure with the lowest bid from St. Clair Trucking for (\$8,400).

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted the ordinance condemning the structure located at 312 East Water Street as unsafe and demolish and remove the structure.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council awarded the demolition contract to the lowest responsible bidder, St. Clair Trucking, in the amount of eight thousand four hundred (\$8,400) dollars.



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

WHEREAS, the City Council of the City of Washington finds that the structure located on the property having an address of 312 East Water Street, Washington, North Carolina and being owned by William R. Henry, Jr. has been found to be dilapidated pursuant to Section 6-132 *et seq* of the Washington City Code and has been condemned as, among other things, unsafe pursuant to North Carolina General Statute § 160A-426 and that all applicable statutory provisions have been complied with as a condition of the adoption of this Ordinance.

WHEREAS, the structure located on said property should be demolished and removed as directed by the Senior Building Official for, among other things, the reasons stated by the Senior Building Official in his June 12, 2012 Notice of Decision that was served on the property owner.

WHEREAS, the owner of the structure has been given a reasonable opportunity to bring the structure into compliance with the applicable standards of the City Code as well as State statute in accordance with North Carolina General Statute § 160A-425 *et seq* as well as 160A-441 and pursuant to the Order issued by the Senior Building Official in said Notice of Decision.

WHEREAS, said owner has failed to comply with said Order.

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

Section 1. The Senior Building Official is hereby authorized and directed to proceed to demolish and remove the above described structure located at 312 East Water Street in accordance with applicable provisions of the City Code and North Carolina General Statute § 160-432 *et seq* as well as 160A-441 *et seq*.

Section 2. Pursuant to North Carolina General Statute § 160A-432, the amounts incurred by the City in connection with any demolition or removal authorized hereunder shall be a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner prescribed by law as liens for special assessments. The amounts incurred by the City in connection with any demolition or removal authorized hereunder shall also be a lien against any other real property owned by the above named owner and located within the City limits or within one mile of the City limits, except for the above named owner's primary residence.

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

This Ordinance shall become effective on this date of adoption November 5, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

ADOPT/AUTHORIZE – RESOLUTION SMALL BUSINESS ENTREPRENEURIAL ASSISTANCE (SBEA) GRANT AND AUTHORIZE CITY MANAGER AND MAYOR TO SIGN ALL CDBG DOCUMENTS

Mr. Kay reviewed the memo received by Mr. Rodman. The Division of Community Investment and Assistance has approved the 2011 Community Development Block Grant (CDBG) for Small Business and Entrepreneurial Assistance (SBEA) funds in the amount of \$200,000. The primary purpose of the SBEA program is to provide funding to local governments to jumpstart the growth of existing small businesses by expanding their businesses and creating new jobs. Five (5) local businesses will participate in the program and provide the local match. Staff is recommending approval of the resolution tonight in order to apply for the SBEA grant.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted the resolution for the SBEA grant approving various CDBG related documents and authorized the City Manager and Mayor to sign all CDBG documents on behalf of the City of Washington.

(begin memo:)

The purpose of this memo is to summarize the Program Manual for the FY 11 CDBG Program. We will ask for action on the items in the Manual at the November 5, 2012 meeting. A complete copy of the Manual is located at the City Municipal Building. The following should provide a brief summary for you of the **required** items contained within the Manual.

- (1) **Fair Housing Plan:** The Plan's purpose is to ensure that fair housing is available to all citizens of City of Washington and that discrimination does not occur. The activities scheduled in the Plan will be undertaken to affirmatively further fair housing in the County.
- (2) **Equal Employment and Procurement Plan:** The Plan ensures that City of Washington maintains a policy that provides equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment. Through this document, John Rodman, Planning Director is designated to assist in the implementation of the Plan and will serve as the Equal Employment and Procurement Officer for the County.

- (3) **Local Economic Benefit for Low and Very Low Income Persons Plan:** The Plan requires contractors to submit, as applicable, a Local Economic Benefit for Low and Very Low Income Persons Plan. It also requires that City of Washington will develop a listing of jobs, supplies and contracts likely to be used during the course of the project. The Plan also states that John Rodman, Planning Director, will serve as Equal Opportunity Officer to coordinate the implementation of the Plan.
- (4) **Section 504 Compliance Officer/Grievance Procedure:** The Plan states that the County will not discriminate against persons with handicaps or disabilities in the CDBG Program or general government services. The Plan states that citizens may file Section 504 grievances at any time during the program and that the City Council designates John Rodman, Planning Director, as Section 504 Compliance Officer for the process. Grievances would come to John Rodman, Planning Director, 102 E 2nd Street, Washington, NC 27889, and the City Council must respond to all grievances within ten (10) days of receipt of the comments. If any individual, family or entity should have a grievance concerning any action prohibited under Section 504, they would schedule a meeting with the Compliance Officer. Deadlines for responses are contained in the Plan.
- (5) **Citizen Participation Plan:** The Plan ensures that citizens will be provided adequate opportunity for meaningful involvement on a continuing basis and for participation in planning, implementing, and assessing City of Washington's CDSG Program. The Plan contains sections such as Objectives of the Plan, Citizen Involvement, Citizen Access to Records, Timely Information and Submission of Views and Proposals, Response to Proposals and Complaints, and a Citizen Participation Plan Certification.
- (6) **Residential Anti-Displacement and Relocation Assistance Plan:** The Plan requires the replacement and providing of relocation assistance to anyone living in an eligible dwelling which is demolished or converted to use other than low/moderate income housing. The Plan includes explanation of One-for-One Replacement Unit Requirement and Relocation Assistance.
- (7) **Optional Coverage Relocation Plan:** The Plan makes occupants of dwellings that agree to voluntary demolition of the dwelling they occupy eligible for relocation benefits.
- (8) **Code of Conduct/Hatch Act Policy/Section 519:** The Policy itself is a conflict of interest policy that explicitly spells out what County officials and employees cannot do and be involved in during the course of the project. In addition, the policy prohibits the use of excess force.
- (9) **Acquisition Guidelines:** The Guidelines detail the objectives of the real property acquisition practices of the County. The Guidelines state that it is the County's intent to only acquire property in the approved project area to meet the aims and objectives of the CDSG program.
- (10) **Disposition Guidelines:** The Guidelines detail the objectives of the real property disposition practices of the County. The Guidelines state the intent and procedures of the disposition practices of the County.
- (11) **Relocation Guidelines:** The Guidelines detail the objectives of the relocation practices of the County. The Guidelines state that it is the intent of the County to only relocate occupants whose dwelling is unfit for human habitation and beyond the scope of rehabilitation.
- (12) **Clearance Guidelines:** The Guidelines detail the objectives of the demolition and clearance practices of the County. The Guidelines state that the intent of the County is to rehabilitate substandard privately owned dwellings whenever feasible. However, when housing conditions are dilapidated and the cost of rehabilitation is economically unfeasible, the CDSG program will acquire, demolish, and clear the structures.
- (13) **Rehabilitation Guidelines:** The Guidelines detail the objective of the rehabilitation practices of the County. The Guidelines state that the intent of the County is to rehabilitate private property in a cost-effective manner in the approved project area whenever feasible to meet the plans and to achieve the aim of the CDSG project.

Attached for information purposes is the Rehabilitation Financial Design.

(14) **Rehabilitation/Reconstruction Guidelines:** The Guidelines detail the objective of the rehabilitation/reconstruction practices of the County. The Guidelines state that the intent of the County is to use reconstruction in lieu of rehabilitation for properties that cannot be cost effectively rehabilitated.

(15) **Hook-Up Guidelines:** The Guidelines detail the objective of the hook-up practices of the County. The Guidelines state the intent of the County to provide a hook-up in a cost-effective manner to approved existing public utility lines to meet the plans and achieve the aims of the CDBG project.

(16) **Public Facilities Guidelines:** The Guidelines detail the objectives of the public facility improvement practices of the County. The Guidelines state that the County will undertake public facility improvements whenever feasible, in accordance with the approved application.

(17) **Complaint Procedure:** The Procedure has all comments being sent to John Rodman, Planning Director, 102 E 2nd Street, Washington, NC 27889. The deadlines for responses and periods are included in the Procedure.

(18) **Contracts Officer Designation:** The Designation states that the City Council designates John Rodman, Planning Director as Contracts Officer for the CDBG Program. The Contracts Officer will have the authority to execute contracts pertaining to acquisition, disposition, clearance, relocation, rehabilitation and administration within the limitations of the approved Grant Application and Local, State and Federal Procurement Procedures.

(19) **Labor Standards Officer Designation:** The Designation states that the City Council designates John Rodman, Planning Director as the Labor Standards Officer for the CDBG Program with the authority to enforce compliance of labor standards on all jobs requiring labor standards provisions.

(20) **Verification Officer Designation:** The Designation states that the City Council designates John Rodman, Planning Director as the Verification Officer for the CDBG Program with the responsibility to verify the eligibility of all contractors and subcontractors participating on jobs funded in full or in part with Community Development funds.

(21) **Just Compensation Officer Designation:** The Designation states that the City Council designates John Rodman, Planning Director as the Just Compensation Officer for the CDBG Program, and through this service would have the authority to certify just compensation of private property acquisition within the limitations of the approved Grant Application and State and Federal Acquisition Procedures.

(22) **Financial Management Procedure:** The Procedure will meet City of Washington's requirement to maintain a financial accounting system for the CDBG Program. The Procedure meets all various Federal guidelines for financial management of Federally-assisted activities. All of the requirements needed are contained within the Procedure.

We hope that this memo helps summarize what is contained in the Manual.

cc: Warren Wooten, The Wooten Company (end memo)

**CITY OF WASHINGTON COMMUNITY DEVELOPMENT PROGRAM
PROGRAM MANUAL RESOLUTION**

A Resolution Authorizing the Adoption of the Program Manual for the City of Washington FY 11 Small Business & Entrepreneurial Assistance Community Development Program.

Be it Resolved by the City Council of City of Washington, North Carolina, that:

WHEREAS, the City is participating in the Community Development Block Grant Program under the

Housing and Community Development Act of 1974, as amended, administered by the North Carolina Department of Commerce; and

WHEREAS, the following documents are required under this program;

- Fair Housing Plan
- Equal Employment and Procurement Plan
- Local Economic Benefit For Low And Very Low Income Persons Plan
- Section 504
- Citizen Participation Plan
- Residential Anti-Displacement And Relocation Assistance Plan
- Optional Coverage Relocation Plan
- Code Of Conduct/Hatch Act Policy/Section 519
- Acquisition Guidelines
- Disposition Guidelines
- Relocation Guidelines
- Clearance Guidelines
- Rehabilitation Guidelines
- Rehabilitation/Reconstruction Guidelines
- Hook Up Guidelines
- Public Facility Guidelines
- Complaint Procedure
- Contracts Officer Designation
- Labor Standards Officer Designation
- Verification Officer Designation
- Just Compensation Officer Designation
- Financial Management Procedure

THAT, John Rodman, Planning Director is hereby authorized to execute any and all Grant related documents; and

THEREFORE BE IT RESOLVED, that the City Council of City of Washington, North Carolina, hereby adopts the Program Manual to be used throughout the implementation of the City of Washington FY 11 Small Business & Entrepreneurial Assistance Community Development Program.

Adopted this 5th day of November, 2012.

Attest:

s/Cynthia S. Bennett, CMC
City Clerk

s/N. Archie Jennings, III
Mayor

APPROVE – AMENDED BY-LAWS UNDER ARTICLE II, PAGE 3-SECTION 4(A)(B) & (C); ARTICLE IV, PAGE 4-SECTION 2 & SECTION 3 AND ARTICLE V, PAGE 5-SECTION 4, OF THE WASHINGTON/BEAUFORT COUNTY HUMAN RELATIONS COUNCIL

Mr. Kay noted he served on the committee with the Human Relations Council to review the by-laws and make specific changes. The review primarily revolved around who handles the finances and stated this would be the City of Washington. Also, the makeup of the executive committee (primarily

the secretary and treasurer position) from two separate individuals to a staff position and one requiring that any amendment of the by-laws must be approved by a simple majority. The by-laws were approved by the Human Relations Council and are being presented to City Council for final approval.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council accepted the language change recommendation of the Washington Beaufort County Human Relations Council and approved the amended by-laws under Article II, Page 3-Section 4(a), (b), & (c); Article IV; Page 4-Section 2& 3 and Article V-Page 5-Section 4 of the Washington Beaufort County Human Relations Council.

The Washington/Beaufort County Human Relations Council at a regular meeting held Tuesday, October 9, 2012 approved amending the following by-laws:

Article II, Page 3-Section 4(a), (b), & (c) Authority of Council (HRC) revision:

- (a) The Council may make expenditures, enter into contracts and agreements without specific approval of its Governing Body, provided the respective obligations, contracts, or expenditures meet all legal requirements, (including but not limited to Section 2-290 of the Code of the City of Washington) will not exceed the unexpended funds remaining in the respective line item of the Council's budget, and will not be binding on the Governing Body. No personnel shall be hired or paid by the Council unless (the individual proposed is) approved by the City Council.
- (b) The Council is authorized to receive contributions from private agencies, or from individuals, in addition to any funds which may be appropriated for its use. The City of Washington's finance division shall manage and maintain all HRC funds and investments within the City's normal financial management procedures.
- (c) The HRC shall provide regular updates to the City Council. Special reports and recommendations can be made to (or requested by) the City Council as the need arises. The HRC will provide an annual report as required by the Code of the City of Washington.

Article IV, Page 4-Section 2 & 3 Meetings of Council (HRC) revision:

Section 2: Special meetings of the HRC may be called by the Chairman, Vice-Chairman or three (3) members of the HRC. The Purpose of the meeting shall be stated in the written or telephone notice. All members and local media will be notified pursuant to and in compliance with North Carolina General Statutes.

Section 3: A quorum of the HRC shall consist of a simple majority of the Council. No proxies shall be allowed.

Article V, Page 5-Section 4 Officers – Secretary/Treasurer revision:

Section 4: The City Manager, as ex-officio to the HRC, shall serve as Secretary/Treasurer and may appoint a city employee(s) to serve as a recording secretary and/or treasurer. The City Manager will serve in an ex-officio capacity and will not be eligible to vote on any matter.

The Secretary/Treasurer shall be responsible for such books, documents and reports as necessary or requested by the Chairman of HRC; responsible for recording the minutes of all meetings, regular, special, executive board and annual. Such books shall be open for

inspection as prescribed by law. The Secretary shall, in general, perform all duties associated with the office of Secretary subject to the control of the HRC.

The Secretary/Treasurer shall oversee any funds appropriated to the HRC. He/she shall maintain such records and make sure reports as required by HRC or the Governing Body. A financial report shall be made at each regular meeting of HRC. The Treasurer shall, in general, perform all other duties associated with the office.

APPROVE/AUTHORIZE – CRAIG GOESS HANGAR SUB-LEASE

City Manager, Josh Kay noted there is an opportunity in the hangar lease agreement for the current lessee to lease or assign the lease to another party provided they are given written permission and authority by the City. Mr. Goess currently has a lease with the cooperate hanger that's at the airport and has been actively trying to find someone to assume the lease or sub-lease or to sell. Mr. Goess was able to find Mr. John Hayes and is requesting to sub-lease that space to Mr. Hayes. The lease will essentially remain intact and also Mr. Hayes and Mr. Goess be held jointly in party to this lease.

Mr. Holscher noted the sub-lease will be a separate legal document from the original lease and will state the outline of the relationship of the parties. Mr. Holscher has requested the attorney representing these gentlemen to add a provision that acknowledges that both Mr. Goess and Mr. Hayes will be jointly liable for all the obligation of the tenant under the lease.

Councilman Mercer expressed concern of the ownership of the building itself and inquired how long the hangar had been on site and does it belong to the City or Mr. Goess. Mr. Holscher explained. Mr. Kay explained the sublease doesn't extend the time for that lease (time period for Mr. Goess lease reminds the same - yr. 2034). Mayor Pro tem Roberson suggested discussing the specific lease agreement in closed session and Council agreed.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council agreed to continue this item until a future date and instruct the staff to acquire additional information regarding the sub-lease.

CLOSED SESSION – UNDER § NCGS 143-318.11(A)(3) ATTORNEY CLIENT PRIVILEGE – CITY OF WASHINGTON VS. ANNE & HARRY MEREDITH, ET AL (08-CVS-105); (A)(5) POTENTIAL ACQUISITION OF PROPERTY – PROPERTY LOCATED ON 1656 SPRINGS ROAD OWNED BY RICKY AND BRENDA BRANN, FOR THE POTENTIAL USE OF PARKS AND RECREATION AND PROPERTY LOCATED AT 150 WEST MAIN STREET OWNED BY TURNAGE THEATER, LLC FOR THE POTENTIAL USE OF THE ARTS

By motion of Councilman Pitt, seconded by Councilman Mercer, Council entered into closed session at 6:40pm under NCGS § 143-318.11(a)(3) Attorney Client Privilege – City of Washington vs. Anne and Harry Meredith, et al (08-CVS-105); (a)(5) Potential Acquisition of Property – property located on 1656 Springs Road owned by Ricky and Brenda Brann for the potential use of parks and recreation and property located at 150 West Main Street owned by Turnage Theater, LLC for the potential use of the arts.

By motion of Councilman Moultrie, seconded by Councilman Brooks, Council came out of Closed Session at 7:50pm.

REMINDER:

Salvation Army Christmas Celebration Banquet to be held on November 15, 2012 at 6-7:30 pm at the Civic Center.

ADJOURN

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council adjourned the meeting until November 19, 2012 at 5:30pm at the Civic Center.

(subject to approval of City Council)

Cynthia S. Bennett, CMC
City Clerk

DRAFT

The Washington City Council met in a continued session on Monday, November 19, 2012 at 5:30pm at the Civic Center. 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 and Cynthia Bennett, City Clerk.

Also present were: Matt Rauschenbach, Administrative Services Director/C.F.O.; Allen Lewis, Public Works Director; John Rodman, Interim Community and Cultural Services Director; Susan Hodges, Human Resources Director; Keith Hardt, Electric Director; David Carraway, IT; and Mike Voss, Washington Daily News.

Mayor Jennings called the meeting to order and Councilman Brooks delivered the invocation.

APPROVAL/AMENDMENTS TO AGENDA

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

**CITY GOALS & OBJECTIVES
{2012 PROGRESS & 2013 UPDATES}**

↔ some improvement
↓ no improvement
↑ substantial improvement

Improve our Community

- Immediate
 - Service-oriented mentality ↔
 - Communicate & educate public ↔
 - Improve community appearance ↔
- Short-term (2-3 years)
 - Diversity recruitment ↔
 - Improve & pave roads ↔
 - Advisory board training ↓
- Long-term (5-10 years)
 - Size of city ↔
 - Drainage issues ↔
 - Organization branding ↑

Improve our Finances

- Immediate
 - End the FY in the "black" ↑
 - Load management program ↔
 - Transfer of police & fire dispatch ↓

- **2013 “Big” Projects**
 - Fire Engine #3 - \$500,000
 - Lighthouse dock-master station - \$300,000
 - Main Street Streetscape Improvements
 - Planning - \$284,000
 - Electric - \$300,000
 - Fuel System Upgrade - \$200,000
 - Parallel Waterline (WTP to 264) - \$800,000

- **Other “Big” Projects**
 - Police Station - \$3 million (2015)
 - Haven’s Garden Revitalization & Expansion - \$1.5 million (2015)
 - Financial Software - \$600,000 (2015)
 - 16” Water Transmission line - \$6 million (2015)
 - Susie Gray Improvements - \$900,000 (2016)
 - Fire Station 1 Rehab - \$1.5 million (2018)
 - Senior Center - \$2 million (2022)
 - Fire Division 100 ft Aerial Platform - \$1 million (2025)

Mr. Kay noted that some progress has been made on several goals/objectives such as reducing electric rates. Council revisited prior commitments to improving the city’s fiscal outlook, such as helping create jobs in the city and improving customer service. Council strives to continue to reduce transfers from the electric fund to the general fund and not use fund-balance money to help balance the general fund in any given fiscal year. Mr. Kay explained that the 2011-2012 fiscal year ended in the black and the audit of the city’s 2011-2012 fiscal records will confirm that when it is released in the next few weeks.

The council has reduced the amount of money transferred from the electric fund to the general fund, which it plans to continue at a pace of at least \$100,000 a year. The current budget transfers \$846,121 from the electric fund to the general fund. The previous budget transferred \$973,150 from the electric fund to the general fund. Until about three years ago, that annual transfer was slightly more than \$1 million. The council is committed to eventually eliminating the transfer from the electric fund to the general fund.

Discussion was also held regarding the city’s ability to secure a grant in the spring to help a local industry “retool” and create new jobs. A \$450,000 grant passing from the state to the City of Washington to Weir Valves & Controls, USA is expected to help create 82 new jobs during the next 18 months.

Councilman Mercer said the current general fund is looking at more expenses than revenue coming in during the course of the fiscal year. He said expenses could outpace revenues by about \$1 million. He urged the City Manager to keep a close watch on expenses.

City Manager Josh Kay reviewed the long range capital and facility plan with Council, noting it is a 20 year plan. With all funds and all departments, the total capital and facilities plan is \$154 million. We're going to refine our CIP forms to talk about what's our impact on our customers. He also noted that we are running a business and we've got to make sure that our infrastructure is up to par and exceeds our customers' expectations. While some of the projects will be directly funded from our rate payers, others will come from grant funds and loans.

Councilman Mercer was happy to receive the draft plan stating it is something he has been looking to receive for awhile. Council members made it clear that just because a project is in the draft plan for a specific fiscal year, that doesn't mean it will automatically be funded during that fiscal year. Council indicated some projects that can be delayed without compromising the public's safety, will most likely be delayed. In fiscal year 2013, the draft plan calls for spending \$2.5 million on items such as a new fire engine, several vehicles for the Public Works Department and temporary light for the soccer fields at the McConnell Sports Complex. In fiscal year 2015, the draft plan allocates \$3 million toward a new police station, a project the city pursued for several years but put on hold a little more than a year ago.

- ◆ Continue reduction from Electric Fund to General Fund
- ◆ If possible, reduce Electric Rates
- ◆ Task Electric Advisory Board with creating customer "how to's" to lower electric bill
- ◆ Continue to have expenditures more "in line" with revenues
- ◆ Create a two tier budget review process
- ◆ Council to review goals/objectives/facilities and prioritize
- ◆ Staff will plan to present draft budget earlier

ADJOURN

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting until Monday, December 10, 2012 at 5:30pm in the Council Chambers at the Municipal Building.

(subject to approval of 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: Robbie Rose, Fire Chief *RR*
Date: November 29, 2012
Subject: Declare Surplus and Sale of Vehicle # 235
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council declare surplus Fire Department Equipment Truck Vehicle # 235 and authorize the sale of this vehicle through electronic auction using Gov Deals in accordance with FEMA AFG Grant Guidelines.

BACKGROUND AND FINDINGS: This truck is being replaced with a new vehicle from the 2011 AFG - FEMA Grant. In accordance with the guidelines of the grant this truck can not be sold or transferred by the City of Washington to any organization that provides emergency services or would use this truck in any capacity of emergency services. "Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant. Acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, etc." FEMA AFG 2011 Grant Guidelines.

<u>Vehicle Number</u>	<u>Make/Model Description</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
# 235	1983 Chevrolet Equipment Truck	1GBL7D1B4DV114791	242,960

PREVIOUS LEGISLATIVE ACTION: None

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: *JIC* Concur _____ Recommend Denial _____ No Recommendation 12/5/12 Date



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Robbie Rose, Fire Chief
Date: November, 29, 2012
Subject: Approval of Departmental Roster for Calendar Year 2012
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council approve the 2013 Departmental roster, and authorize the Mayor and the Fire Chief to sign the Annual Certification of Firefighters.

BACKGROUND AND FINDINGS:

The North Carolina General Statutes G.S. 58-86-25, requires that each active duty firefighter have a minimum of 36 hours of training each year to maintain eligibility for line-of-death and pension benefits. The General Statutes also require that the governing body certify the roster as valid and accurate, and that the certified roster be submitted by December 31, 2012.

Our department has provided more than adequate training for this past year to ensure that all members have met the minimum requirements.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

See Attached roster

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: SR Concur _____ Recommend Denial _____ No Recommendation 12/10/12 Date



2013 Department Roster Renewal

NCSFA
 323 W. Jones St, Ste 401
 Raleigh, NC 27603
 800-253-4733 Phone
 membership@ncsfa.com
 919-821-9382 Fax

Washington Fire Department

Chief Robbie Rose
 410 Market St.
 Washington, NC 27889

Department Information

Roster Last Updated: 08/14/2012 | 09:01 am

Dept ID	100895	Paid Thru:	12/31/2012
Type:	FDC / Fire Dept Combo	Work:	(252) 948-9405
Chief:	Robbie Rose	Fax:	
County:	Beaufort	E-Mail:	myates@washingtonnc.gov

Payment Information

Department Summary

Name on Credit Card: _____
 Credit Card: _____
 Expiration Date: _____
 Signature: _____

Paid: 38
 Volunteer: 9
 Retired: 1

#	SSN / ID	Full Name / DOB	Address
1		William M Alligood	203 Ellison Rd Washington, NC 27889
2	1	Parker B. Bateman	251 Smaw Road Washington, NC 27889
3		John L. Baugher	414 East 2nd Street Washington, NC 27889
4		Doug Bissette	20862 Hwy 32 N. Plymouth, NC 27962
5		Douglas Boykin Bissette	410 Market St. Washington, NC 27889
6	1	Walter J. Bowen, Jr.	412 Fairview Avenue Washington, NC 27889
7		Christopher Boyd	453 Highway 92 East Washington, NC 27889
8		Chris Brock	DOB Box 452 Pinetown, NC 209 Wilkinson Station Road Pantego, NC 27866 27865
9	1	Richard Brooks	820 Boston Avenue Washington, NC 27889
10		Justin Burnette	80 Hillcrest Drive Chocowinity, NC 27817
11		Anthony Burton	3033 NC HWY 92E Washington, NC 27889
12	1	Amber C Carter	3660 Harvey Road Washington, NC 27884
13	1	Timothy Chandler	287 Bright Acres Road Washington, NC 27889
14		Robert Michael Cox, Jr.	104 Pine Tree Drive Washington, NC 27889

15	Lee Dawson	6124 Clarks Neck Rd. Washington, NC 27889
16	Stacy L. Drakeford	410 Market St. Washington, NC 27889
17	Ronnie M. Flowers	4693 Slatestone Rd. Washington, NC 27889
18	Harry Gautier	102 Rock Rd. Washington, NC 27889
19	John Gray, II	6000 River Road, Apt 42 Washington, NC 27889
20	Stephen Hahn	PO Box 1266 Chocowinity, NC 27817
21	Brent T Hamilton	205 Williamsburg Road Washington, NC 27889 <i>155 Edgewater Rd.</i>
22	Johnathan Hardin	2646 Plumosa Drive Grimesland, NC 27837
23	Jasper Hardison	2343 Hwy 171 Washington, NC 27889
24	Otis Harrell	82 Jasmin Dr. Chocowinity, NC 27817
25	Tim Hines	844 Mill Field Rd. Bath, NC 27808
26	Steven Hodges	116 Hodges Road Washington, NC 27889
27	Lee House	119 Woodhaven Way Washington, NC 27889
28	Joshua Ingram	4190 Market St. Extention Washington, NC 27889 <i>Washington</i>
29	Harold Johnson III	75 Austin Tyler Road Washington, NC 27889
30	Gary Johnson	610 Water-Lily Road Washington, NC 27889
31	Thomas Bryan Lilley	4909 VOA Road Washington, NC 27889
32	William B. Lurvey	1360 Jefferson Road Pinetown, NC 27865
33	Alan Mccutcheon	651 Betsy Elbow Rd. Washington, NC 27889
34	Zachary Moricle	3903B Elkin Ridge Drive Greenville, NC 27858
35	Alan J O'Kane	1215 North Market Street Washington, NC 27889
36	Jonathan Wayne Patterson	146 Edgewater Road Washington, NC 27889
37	William H Pitt	318 Courtyards Washington, NC 27889
38	Robbie Rose	721 Willow Street Washington, NC 27889
39	William A. Rushton	4494 Camp Leach Road Washington, NC 27889
40	Gerald Seighman	203 North Reed Drive Washington, NC 27889
41	Cecil Craig Styron	710 Grimes Road Washington, NC 27889
42	Robbie Taylor	155 Wesley Ave Washington, NC 27889 <i>Robert N. Taylor</i>
43	Matthew Vannortwick	440 Market St. Belhaven, Washington, NC 27889 <i>348 Edward St.</i> December 40, 2012 27810
44	Tobby L Wainwright	100 Spate Rd of 147 Greenville, NC 27858 <i>5223 Dixon Rd.</i>

45	Jeremy Wetherington	2465 Gray Road Chocowinity, NC 27817
46	Otha Whitney	103 Slatestone Drive Washington, NC 27889
47	Mark Yates	101 Camellia Way Washington, NC 27889
48	Steven Ziemba	5394 NC 43 South Greenville, NC 27858

Washington Fire Department

Paid: 38

Vol: 9

Retired: 1

NOTE(s):

Please find a blank invoice enclosed with your packet.

North Carolina State Firemen's Association
323 West Jones Street, Suite 401
Raleigh, NC 27603
1-800-253-4733

2012

ANNUAL CERTIFICATION OF FIREFIGHTERS

This form MUST be filled out and sent in for your Roster Renewal to be complete

North Carolina General Statute 58-86-25 requires that all certified fire departments submit a complete roster of its eligible firemen annually. This certified list determines eligibility for the \$50,000 line-of-duty death benefit as well as eligibility for Pension Fund credit. Failure to accurately and promptly report this information is violation of G.S. 58-86-25 and will automatically result in a loss or reduction of benefits.

REPORT BY FIRE DEPARTMENT CHIEF

As Fire Department Chief, I have determined that the attached roster is a valid and accurate list of all eligible firemen, within the definition contained in North Carolina General Statute 58-86-25.

Name of Fire Department Washington Fire-Rescue-EMS

Fire Department Mailing Address 410 North Market St.

City Washington State NC Zip Code 27889

Name of Fire Chief Robbie Rose
(Please print or type)

Signature of Fire Chief *Robbie Rose*

Date 12/4/2012 Daytime Telephone (252) 948-9400

County Beaufort

CERTIFICATION BY GOVERNING BODY

Pursuant to G.S. 58-86-25, the governing body of a fire department operated by (i) a county is the county board of commissioners, (ii) a city is the city council, (iii) a sanitary district is the sanitary district board, (iv) a corporation, whether profit or nonprofit, is the corporation's board of directors and (v) any other entity is that group designated by the board. Therefore, in our capacity as the governing body of the above-named fire department, we certify and find that the attached roster is a valid and accurate list of all eligible firemen in accordance with G.S. 58-86-25.

Name of Governing Body City of Washington

Name of Governing Body Official _____
(Please print or type)

Authorized Signature _____ Title _____

Date _____ Daytime Telephone ()



2013

ROSTER RENEWAL INVOICE

N. C. State Firemen's Association

323 West Jones Street, Suite 401
Raleigh, NC 27603
800-253-4733 fax 919-821-9382

DATE: 12/4/12

Department: Washington Fire Dept.
410 N. Market Street
Washington, NC 27889

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
49	NCSFA Membership Dues	\$20	\$980 ⁰⁰
0	NVFC Membership Dues *Optional*	\$15	0
TOTAL DUE			\$980⁰⁰
Please make a copy for a receipt			

***Please do not add Fraternal Insurance to this invoice. A separate check is needed. ***

Credit Card Payment: Card# _____ Exp _____

Signature _____

Make all checks payable to North Carolina State Firemen's Association
If you have any questions concerning this invoice, contact Amy or Sandie at 800-253-4733.

THANK YOU FOR YOUR SUPPORT!



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi Roberson, Parks and Recreation Manager
Date: December 10, 2012
Subject: Accept Grant from Mid-East Commission Area Agency on Aging (\$498.00) and Adopt Budget Ordinance Amendment for Grant (\$498.00)
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council accept a grant in the amount of \$498 from the Mid-East Commission Area Agency on Aging and adopt a budget ordinance amendment in the amount of \$498 for the additional grant funding in the Senior Programs Division of the Recreation Department

BACKGROUND AND FINDINGS:

The Grace Martin Harwell Senior Center has been awarded additional monies in the amount of \$498 for Health Promotions & Disease Prevention. This Grant requires no local match.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

City Attorney Review: _____ Date December 10, 2012 (if applicable)
Finance Dept Review: _____ Date Page 35 of 147 (if applicable)
City Manager Review: AC Concur _____ Recommend Denial _____ No Recommendation 12/5/12 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount \$498 in the account Mid East Grant-Recreation, account number 10-40-3621-3300.

Section 2. That account number 10-40-6123.4501, Mid-East Commission Grants, Senior Programs portion of the General Fund appropriations budget be increased in the amount of \$498 to provide funds for Health Promotions & Disease Prevention.

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 10th day of December, 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: December 10, 2012
Subject: CDBG- Program Income Fund Amendment and Budget Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a Grant Project Amendment for the CDBG- Program Income Fund to appropriate funds for lot clearing in the Keys Landing Subdivision and adopt a Budget Ordinance Amendment to reflect the portion funded from Program Income.

BACKGROUND AND FINDINGS:

Council appropriated \$20,000 in the General Fund during the November Council meeting to provide funds for lot clearing at the Keys Landing subdivision. Councilman Roberson requested that we evaluate the use of the Program Income Fund. The Program Income Fund has a balance of \$11,186 and its use is restricted to low and moderate income housing activities. The lot clearing in this subdivision is an appropriate use of these funds and will reduce the contribution from the General Fund by \$11,000.

An accounting of the spending on this project was requested by Council and can be found attached.

PREVIOUS LEGISLATIVE ACTION

Council Meeting November 5, 2012

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Grant Ordinance Amendment, Budget Ordinance Amendment, Project Spending Recap

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JC Concur December 10, 2012 Denial _____ No Recommendation
12/5/12 Date. Page 37 of 147

**AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCE FOR THE
CDBG- PROGRAM INCOME FUND
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the Estimated Revenue in the following accounts in the CDBG-Program Income Fund be increased by the following amount:

60-60-3991-9910	Fund Balance Appropriated	\$ 11,000
-----------------	---------------------------	-----------

Section 2. That the following accounts in the CDBG- Program Income Fund appropriations budget be increased to provide funds for lot clearing at the Keys Landing subdivision by the following amount:

60-60-4930-4500	Contractor Payments	\$ 11,000
-----------------	---------------------	-----------

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

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

Adopted this the 10th day of December, 2012.

MAYOR

ATTEST:

CITY CLERK

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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 decreased in the amount of \$11,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-00-4400-1501, Maint/Repair Grounds, Miscellaneous portion of the General Fund appropriations budget be decreased in the amount of \$11,000 to reflect portion of lot clearing in the Keys Landing subdivision being funded by CDBG Program Income.

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 10th day of December, 2012.

MAYOR

ATTEST:

CITY CLERK

Keys Landing Project Spending Recap

11/16/2012

Category	\$
Construction- water/sewer/streets	191,244.16
Land purchase	68,387.28
Engineering	41,795.01
Grant Administration	18,339.00
Legal	4,169.75
Appraisal	300.00
Travel	12.05
Sales Tax Credit	(2,970.97)
Recode overspending to Planning	<u>(1,276.28)</u>
Total Spending to Date	320,000.00
Lot Clearing	<u>20,000.00</u>
Total Project Cost Phase 1	340,000.00



MEMORANDUM

DATE: November 28, 2012
TO: Mayor Jennings & Members of City Council
FROM: John Rodman, Planning & Development
RE: Comprehensive Plan

The purpose of a Comprehensive Plan is to anticipate growth and to guide this growth in a manner that will provide a community with a balance of land uses that promote economic growth while retaining a superior quality of life component. A Comprehensive Plan is a guide for all future activities by City Government

The Comprehensive Plan is the central statement of public policy of the City, and contains the City's goals, objectives, and operating policies for land use and development. The plan, through its goals, becomes a framework for guiding responsible growth and action by the City.

One of the major goals for the Planning Board and the Planning & Development Department is to update the current plan into a "true" comprehensive plan.

In November 2010, the Council authorized Planning & Development to proceed with a competitive process to secure a qualified firm to assist with the preparation of a Comprehensive Plan for the City of Washington.

In 2011 the Comprehensive Plan Update project was awarded to Clarion and Associates in the amount \$30,000. Clarion and Associates worked through the Planning Board to receive public input for the project and establish goals and objectives for the plan.

A draft copy of the Comprehensive Plan is being presented to the Council for your review and discussion. Mr. Roger Walden of Clarion and Associates will be here to present the plan and answer any questions or concerns.



*Pride in the Past,
Faith in the Future*

2022

**COMPREHENSIVE
PLAN**

WASHINGTON, NC

DRAFT

November 21, 2012

C L A R I O N

City of Washington 2022 Comprehensive Plan

Pride in the Past, Faith in the Future

WASHINGTON, NORTH CAROLINA

DRAFT
November 21, 2012

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SECTION I:

PLAN SUMMARY

Plan Summary

The City of Washington, North Carolina is a place animated by a sense of unmatched, irreplaceable history, shaped by civic involvement and economic vitality. This is a City of pride and opportunity.

- A. Preface**
- B. Community Context**
- C. Key Issues and Goals**

A. Preface

Washington, North Carolina. November, 2012.

This 2022 Comprehensive Plan has been prepared for the City of Washington to articulate a vision for the community’s future, and establish a road map for how to achieve that future. This Plan is an update of the community’s last adopted Comprehensive Plan, adopted by the Washington City Council in 2006. Washington’s Comprehensive Plan is a strategic document that compiles information, community dialogue, and preferred public policy choices for the City.

This plan provides policy guidance on a variety of complementary community issues, including coordinating growth and infrastructure, highlighting economic development pursuits, and protecting environmental resources. The plan is organized around five key themes:

- Downtown and the Waterfront
- Economic Development;
- Community Appearance;
- Historic Preservation; and
- Tourism and Eco-tourism.

This updated Comprehensive Plan provides a policy framework, establishing the context for decision-making on projects and helping the community set priorities for action. This Plan suggests priorities for attention and action. The plan both sets forth the long-term vision, and serves as a resource for day-to-day decision-making.



This Comprehensive Plan is organized as follows:

- Section I summarizes the Comprehensive Plan and the City’s vision for its future.
- Section II describes the area and existing conditions in the City.
- Section III refreshes the City’s Land Use Map.
- Section IV pulls together an action plan, with suggested priorities.

At the beginning of each part of this plan, there is a summary page that describes the contents of that part and the ways in which the information in that part fits into the whole – a series of short “Executive Summaries” that tell the story.

B. Community Context

Introduction

When people seek to describe what makes Washington an attractive place to live and do business, they often resort to phrases like “good quality of life,” “small town atmosphere,” and “strong sense of place.” These phrases say much about the values of the community, but developing policies that can maintain and enhance them requires a more substantial definition. Attention to the community’s physical, social, and economic attributes is the key.

Vision Statement

During the public process of adopting the CAMA Core Land Use Plan in 2007, the Washington City Council adopted a Vision Statement to guide city decision-making. The core of that vision appears below, setting out the fundamental values upon which that Comprehensive Plan is based.



Establish balanced policies, plans, and development regulations while continuing to encourage economic and residential development that:

- **Is cooperatively planned and implemented with the city staff and appropriate external agencies.**
- **Provides objectively perceived economic incentives and benefits to the citizens of the City of Washington.**
- **Does not pose obvious adverse impacts to the city’s abundant natural resources or established neighborhood character and aesthetics.**

That 2007 vision is a good starting point. But the circumstances and possibilities in Washington today call for a more specific description of how we see ourselves now and in the future. The Vision Statement should serve as the guide to the rest of the plan, and the plan serves as a blueprint for the goals, policies, recommendations, and actions for the future. Being clear about the Washington we want is important.

Accordingly, drawing from contemporary community documents that describe our aspirations for the future, this Comprehensive Plan offers the following enhanced Vision Statement as the description of how we view the future of this community:

We see Washington as a historically rich and presently vibrant community, situated at the key location of the joining of the Tar and Pamlico Rivers. Recognizing and respecting the heritage and culture, Washington citizens enjoy a high quality of life and look to the future with pride and enthusiasm. Redevelopment of the downtown and waterfront areas has turned this historic area into a modern-day center of commerce, leisure, arts, and entertainment. Retail businesses and services are convenient in multiple locations. A diversity of neighborhoods and housing styles provides a connected community fabric. It is easy and pleasant to walk and bike around the City. Eco-tourism brings visitors and energy to the City, as residents share the richness of this place with others. Local businesses provide goods and services and are successful. And all of this takes place within the context of a natural environment that is being protected so that it can continue to contribute to the lives of future generations of Washington residents. This is a City that has pride in its past, and faith in its future.

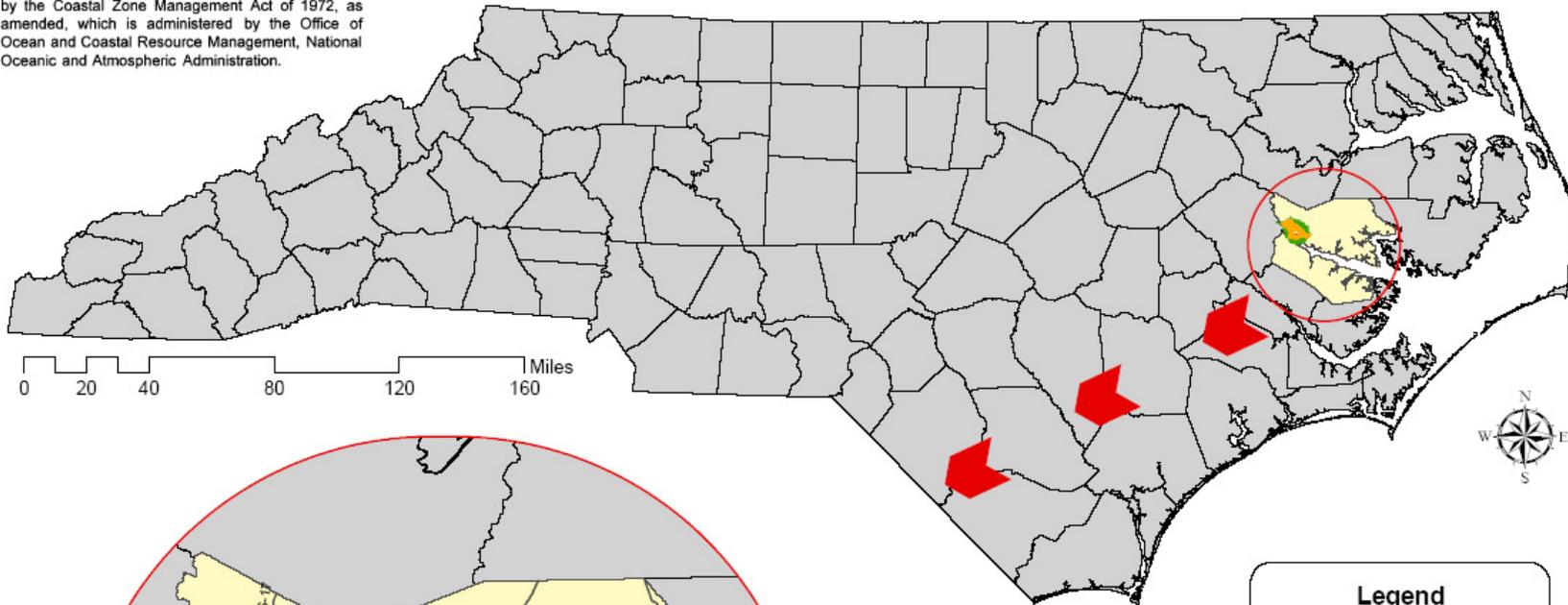
A map appears on the following page, excerpted from the City's 2007 CAMA Core Land Use Plan, showing the basic geography of Washington and its surrounding context (map prepared by Holland Consulting Planners, Inc.)

C. Key Issues and Goals

Plan Framework

This Comprehensive Plan lays out a framework for reaching this vision for the city. An important component of this process is articulating a set of goals, which follow after the regional map which appears on the next page. These goals for Washington's future are organized by issue areas. In the chapters that follow, these issues and goals are made operational by an accompanying set of action initiatives.

The preparation of this map was financed in part through a grant provided by the North Carolina Coastal Management Program, through funds provided by the Coastal Zone Management Act of 1972, as amended, which is administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration.



The City of Washington planning area includes all areas within the corporate limits of the city and its ETJ.

MAP 1

City of Washington Land Use Plan

Regional Location

ISSUE: DOWNTOWN / WATERFRONT AREA

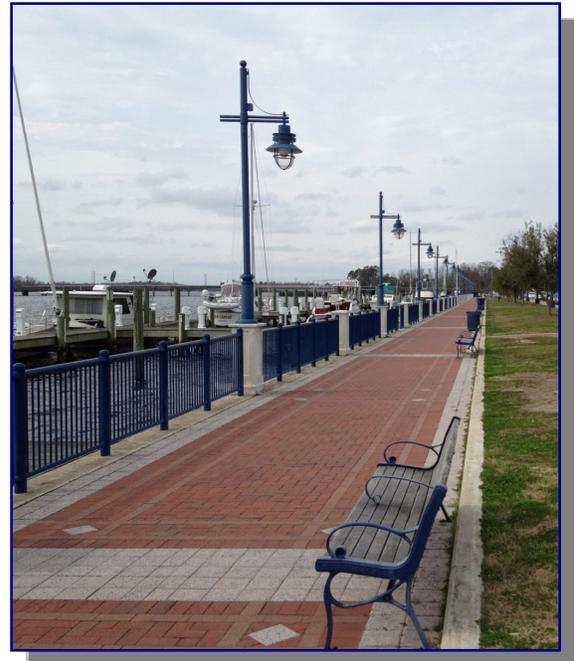
Downtown/Waterfront Goal 1: The character of Washington’s historic area and city center environment will be protected and enhanced to preserve our sense of place, promote economic strength, and ensure the city’s continuing appeal to residents, business people, and visitors.

Downtown/Waterfront Goal 2: The core downtown area will continue to serve as a center of commerce, culture, and community, and will increasingly generate revenues to ensure the economic stability and longevity of the City.

Downtown/Waterfront Goal 3: The City will capitalize on the Tar and Pamlico Rivers as community amenities for enjoyment by residents and visitors.

Downtown/Waterfront Goal 4: Redevelopment and revitalization of the waterfront area will result in an engine of commerce for the City.

Downtown/Waterfront Goal 5: Redevelopment and revitalization of the waterfront area will consist of buildings and structures that set a highly appealing tone for the character of downtown and the waterfront.



ISSUE: ECONOMIC DEVELOPMENT



Economic Development Goal 1: Washington will have a strong and diverse economy, providing quality jobs, and generating local government revenues that allow for the continued provision of quality public services and facilities.

Economic Development Goal 2: Washington will be a community that is friendly to local businesses, with varied employment opportunities.

ISSUE: COMMUNITY APPEARANCE

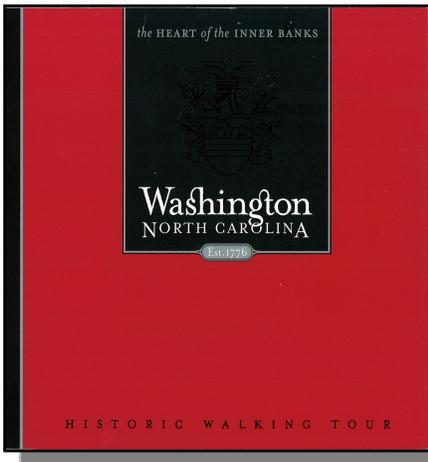
Community Appearance Goal 1: Gateways and entrances to the City will be enhanced with landscaping and signage in a manner that announces entrance to the community and welcomes visitors.

Community Appearance Goal 2: Road corridors and streetscapes will be landscaped in strategic locations, with attention to lighting and public improvements that add visual character to the corridors, in addition to ongoing attention to road maintenance.

Community Appearance Goal 3: New development and redevelopment in the City will incorporate high standards of design that enhance the visual character of the community.



ISSUE: HISTORIC PRESERVATION



Historic Preservation Goal 1: The City of Washington will continue to recognize and protect significant architectural, historical, and archaeological resources that are part of the community's heritage.

Historic Preservation Goal 2: Washington's cultural heritage will be preserved in a manner that enhances the active connection between residents and the city's past, and provides visitors of the city with an authentic historical experience.

Historic Preservation Goal 3: The City of Washington will encourage repair and pursue abatement of nuisances for historic structures that have been neglected.

ISSUE: TOURISM AND ECO-TOURISM

Tourism and Eco-Tourism Goal 1: The City of Washington will be a travel and tourism destination of choice, drawing upon interest in historic and natural features to attract visitors and contribute to the local economy.

Tourism and Eco-Tourism Goal 2: Washington will protect the City's natural resources and community character, while simultaneously achieving a vibrancy in downtown and waterfront areas that complements the existing historic forms.



Tourism and Eco-Tourism Goal 3: The City of Washington will be a center of walking, biking, boating, and fishing activities that promote appreciation, preservation, and use of environmentally sensitive land and water features in and surrounding the City.

Section II:

EXISTING CONDITIONS

Existing Conditions:

Washington is a vibrant community made up of distinctive neighborhoods and business districts. The geography of this city revolves around downtown and the waterfront, supported by a network of corridors that serve both transportation and economic needs.

A: Regional Setting

B: Current Conditions

1. Demographics
2. Housing
3. Economy
4. Community Facilities/Services
5. Natural Systems
6. Land Suitability
7. Current Land Use

C: Current Plans, Policies, Regulations

D: Key Issues and Trends

A. Regional Setting

History

Washington is a historic community that dates back to the pre-colonial era. The city, originally named, "Forks of the Tar," changed its name in 1776 to the City of Washington to honor General George Washington, becoming the first city in the nation to do so. The city has a rich history of shipping and waterfront development. During the Revolutionary War, the city was one of the principal supply ports in the region, and its waterfront location made it an economic center of agriculture, fishing, and commerce trades.



Unfortunately, much of the city's central business district was destroyed by fire on September 3, 1900. However, the rebuilding of the downtown area in the next decade led to the beautiful Victorian architecture that has become a hallmark of downtown Washington. Today, the city is known for its beautiful, historically significant commercial downtown, beautiful stately homes, and vintage commercial buildings of Main Street.

Regional Context

The City of Washington is located in eastern North Carolina along the Pamlico-Tar Rivers within Beaufort County, North Carolina in the inland coastal region of North Carolina. Encompassing 8.2 square miles, the city is the largest city in the county, and serves as the county seat, as well as the primary retail and employment center for the county and its other six incorporated municipalities — Aurora, Bath, Belhaven, Chocowinity, Pantego, and Washington Park.

The city is bordered on the north by Martin and Washington Counties, on the east by Hyde County, on the south by Pamlico and Craven Counties and on the west by Pitt County. The city is bisected by US 17, which serves as the major north/south corridor, and SR 264, which is the region's primary east/west corridor connecting the east coast beaches to western North Carolina. Washington is located less than 20 miles east of the city of Greenville, which is home to East Carolina University.

10 EXISTING CONDITIONS

East Carolina University, along with its medical school and associated hospitals, accounts for much of the recent growth of the area. The City of Washington, with its family-friendly culture, waterfront, recreational opportunities, and reasonable commuting distance from Greenville, is increasingly viewed as a desirable place to live for individuals and families associated with ECU.



While the city is completely contained within the Tar-Pam watershed, the city is divided into two parts by the Tar-Pamlico River. The Tar-Pamlico River is made up of two ecologically and geographically distinct portions of river with different names. The upper portion, the Tar River, originates in Person County as a freshwater spring and flows southeast about 140 miles to Washington. At Washington, the name changes to the Pamlico River, where it becomes an estuary, characterized by a wide, shallow bed, and brackish water. Here salt water from the ocean mixes with fresh, inland water flowing down the Tar. From Washington the Pamlico flows 40 miles to its confluence with the Pamlico Sound.

Map #2 in the Map Appendix at the back of this Plan shows the City of Washington Planning Area, along with zoning designations.

B. Current Conditions

The following section documents the demographic data and existing conditions for the City of Washington. This summary of existing conditions provides the background data and statistical analysis that should serve as the foundational information for making policy decisions during the planning process. This document includes several analyses of existing conditions for Washington, using data obtained from the 2010 U.S. Census, the 2005-2009 American Community Survey (ACS), the North Carolina Office of State Budget and Management (OSBM), the North Carolina Department of Commerce, the City of Washington, and Beaufort County.

Demographics

POPULATION

According to information from the U.S. Census Bureau, Washington has grown steadily in population since reaching a low point in 1980. The growth can primarily be attributed to the annexation of adjacent areas, the development of subdivisions along the eastern and western ends of the city, and the natural increase in population. The growth rate has been slowly declining since 1990, with a significant drop in the last decade. The city's growth rate, however, has been relatively slow compared to county and state rates, and has been decreasing. Over the last decade, the city's growth rate was just 1.7%, while Beaufort County's growth rate was 6.2% and the North Carolina growth rate was 18.5%. The following table charts the actual population changes and average annual compounded growth rates over the last 5 decades for the city, Beaufort County, and North Carolina.

Year	Washington Population	Average Annual Compounded Growth Rate	Beaufort County	Average Annual Compounded Growth Rate	North Carolina	Average Annual Compounded Growth Rate
1970	8,961	-1.03	35,980	-0.01	5,084,411	1.10
1980	8,418	-0.62	40,355	1.15	5,881,766	1.47
1990	9,075	0.75	42,283	0.47	6,628,637	1.20
2000	9,583	0.55	44,958	0.62	8,049,313	1.96
2010	9,744	0.17	47,759	0.61	9,535,483	1.71

12 EXISTING CONDITIONS

Moving forward, The OSBM expects Washington’s population will continue to grow, but at a relatively small rate of growth. The table below shows the projected population growth for the city as well as the county in the state of North Carolina.

	Washington Population	Beaufort Co. Population	State Population
2015	10,740	51,142	10,331,630
2020	11,418	54,372	11,062,090
2025	12,096	57,601	11,780,936
2030	12,774	60,828	12,491,837

The City of Washington is often compared to New Bern because of similarities in history and downtown waterfront opportunities. New Bern has seen more aggressive growth in recent decades, accompanied by public and private investment in the downtown / waterfront area. New Bern’s growth rate had been very low until the decade of the 1980’s.

	Washington Population	New Bern Population
1980	8,418	14,557
1990	9,075	17,363
2000	9,583	23,128
2010	9,744	29,524

ETHNICITY

The face of Washington has remained relatively unchanged since the last census, and the city remains quite evenly distributed among those who identify themselves as White (49%) and those who identify themselves as Black or African American (46%).

While the city has not traditionally had many Hispanics or Latinos as residents, the number is increasing slightly. In 2000, only 2.7% of the population identified themselves as Hispanic or Latino. This number increased in 2010 to 5.5%. These changes will likely impact the community in many ways, such as new housing and education needs. The table below shows the racial diversity found in Washington and North Carolina in 2010.

Race	Washington	% of Total	North Carolina	% of Total
White	4,778	49.0%	6,528,950	68.5%
Black or African American	4,433	45.5%	2,048,628	21.5%
American Indian or Alaska Native	22	0.2%	122,110	1.3%
Asian	51	0.5%	208,962	2.2%
Native Hawaiian/Pacific Islander	8	0.1%	6,604	0.1%
Other	303	3.1%	414,030	4.3%
Multi-Race	149	1.5%	206,199	2.2%
Total	9,744	100%	9,535,483	100%

TRENDS IN AGE

Overall, data show that the population for the city and county is slightly older than the state averages. Based on the most recent U.S. Census figures, the median ages of the populations for the City of Washington increased from 39.5 to 41.6, and the percentage of people over 65 was from 19%, compared to the state percentage of 13%.

Looking forward, the trend appears to be continuing; Washington’s future population will likely include a larger percentage of seniors and lower percentages of persons under 65 than the present population. While this is a trend that is being seen around the nation as the baby boomer generation ages, OSBM projects that Beaufort County will have a considerably higher percentage of adults over the age of 65 than the state of North Carolina over the next two decades. As shown in the table listed below, in 2030, it is projected that Beaufort County will have 28% of its population over the age of 65, compared to North Carolina, which will have only 19%. The City of Washington’s age profile is very similar to, but slightly younger than, the Beaufort County Profile. For Washington in 2010: 24% under 18; 60% 18-64; and 16% over 64.

	Under 18		18 – 64		Over 64	
	Beaufort County	NC	Beaufort County	NC	Beaufort County	NC
2010	22%	24%	59%	63%	19%	13%
2015	21%	23%	57%	62%	22%	15%
2020	20%	23%	56%	61%	25%	16%
2025	19%	23%	54%	59%	27%	18%
2030	19%	23%	53%	58%	28%	19%

Housing

HOUSING TRENDS

According to the U.S. Census Bureau, Washington had 4,973 housing units in 2010, meaning the city added 574 new housing units in the last decade. While the number of actual occupied units increased over the last decade, however, the number of vacancies, as well as the vacancy rate increased as well. In 2010, approximately 89% of all units were occupied and 11% were vacant, an increase in the vacancy rate by 1.3%. Tenancy in Washington is split fairly evenly, with owner-occupied housing accounting for approximately 48% of all housing units, and rental housing accounting for 52%.



	2000		2010		Change (2000-2010)	
	Total	% of Total	Total	% of Total	Total	% of Total
Total Housing Units	4,399	100%	4,973	100%	574	100.0%
Vacant	431	9.8%	552	11.1%	121	21.1%
Occupied	3,968	90.2%	4,421	88.9%	453	78.9%
Owner-Occupied	2,043	51.5%	2,113	47.8%	70	15.4%
Renter-Occupied	1,925	48.5%	2,308	52.2%	383	84.6%

14 EXISTING CONDITIONS

The city's housing stock is representative of the city's history, with much of the single family housing being slightly older than the average age of housing in North Carolina. In 2010, the median building-year for owner-occupied homes in the City of Washington was 1964, compared to the statewide median building-year for owner occupied housing of 1985. The median home value in 2010 was \$151,700 and the average household size was 2.1 persons per household.

Economy

Key 2010 data on local economic conditions for Washington include:

- 2010 Median Household Income = \$26,990
- 2010 Per Capita Income = \$18,937
- 2010 Unemployment Rate = 10.7%

Washington's median household income for 2010 was estimated to be almost half of that for Beaufort County as a whole. The percentage of people whose income was below the poverty level in 2010 was slightly higher in Washington at 25.3%, compared to the County poverty rate of 17.2%.

	Washington		Beaufort County		North Carolina	
	#	%	#	%	#	%
Civilian Labor Force	4,145		22,127		4,640,229	
Unemployment		10.7%		10.4%		5.6%
Median Household Income	26,990		40,653		45,570	
Income Ranges						
Less than \$10,000	814	18.4%	2,148	10.7%	307,800	8.5%
\$10,000 to \$14,999	493	11.2%	1,666	8.3%	229,967	6.3%
\$15,000 to \$24,999	765	17.3%	2,743	13.7%	440,441	12.1%
\$25,000 to \$34,999	491	11.1%	2,225	11.1%	431,763	11.9%
\$35,000 to \$49,999	655	14.8%	3,148	15.7%	552,640	15.2%
\$50,000 to \$74,999	615	13.9%	3,851	19.2%	676,157	18.6%
\$75,000 to \$99,999	252	5.7%	2,099	10.5%	409,499	11.3%
\$100,000 to \$149,999	239	5.4%	1,530	7.6%	359,150	9.9%
\$150,000 to \$199,999	32	0.7%	312	1.6%	112,540	3.1%
\$200,000 or more	65	1.5%	337	1.7%	106,222	2.9%
Percent with incomes Below Poverty Level, 2010		25.3%		17.2%		15.5%

Historically, as with much of the State of North Carolina, manufacturing has been the base of the city's local economy, with a relatively high average weekly wage paid to employees. However, the number of persons as well as percentage engaging in manufacturing employment continues to decrease. In 2000, 15.2% of Washington's work force was in manufacturing, compared to just 9.6% in 2010. Retail trade also declined over the last decade from 13% of the work force to 9.5%.

Emerging trends, however, can be seen in Construction, which almost doubled, from 6.9% to 12.3% and the Finance and Insurance industry, which increased from 3.9% to 6.4%. The city's workforce also increased almost 2% in the arts, entertainment, recreation, and accommodation sector, a trend which bodes well for the city's tourism industry.

The table below provides a closer analysis of various other forms of employment in the area compared to Beaufort County and the state.

Civilian Employment by Industry	Washington		Beaufort County		North Carolina	
	#	%	#	%	#	%
Agriculture, forestry, fishing and hunting, and mining	130	4.0%	1,443	7.3%	61,011	1.4%
Construction	405	12.3%	2,247	11.4%	349,220	8.2%
Manufacturing	316	9.6%	2,804	14.2%	568,153	13.4%
Wholesale trade	49	1.5%	419	2.1%	128,111	3.0%
Retail trade	312	9.5%	2,048	10.4%	489,411	11.6%
Transportation and warehousing, and utilities	52	1.6%	701	3.5%	186,796	4.4%
Information	10	0.3%	153	0.8%	82,087	1.9%
Finance and insurance, and real estate and rental and leasing	212	6.4%	978	5.0%	278,182	6.6%
Professional, scientific, and management, and administrative and waste management services	179	5.4%	916	4.6%	388,417	9.2%
Educational services, and health care and social assistance	967	29.4%	4,736	24.0%	956,181	22.6%
Arts, entertainment, and recreation, and accommodation and food services	387	11.8%	1,338	6.8%	362,590	8.6%
Other services, except public administration	145	4.4%	1,097	5.6%	202,053	4.8%
Public administration	125	3.8%	876	4.4%	181,875	4.3%

Community Facilities /Services

ELECTRIC, WATER, AND SEWER

The City of Washington owns electric, water, and sewer utilities to provide these services to residents, businesses and industries of Washington, North Carolina.

The water supply source for the City of Washington is groundwater from the Castle Hayne Aquifer. The city currently has more than adequate water and sewer capacity to meet the needs of its residents. The average annual daily water use for the City of Washington in 2004 was only 55% of system capacity and the average annual daily discharge is only at 49% of the plant's permitted wastewater treatment capacity.

The city has also adopted the Wellhead Protection Plan to ensure that potential contaminants will not reach the city's wells. Through this plan, the City monitors the quality of the City's water supply and mitigates any potential contamination.

TRANSPORTATION

There are several major thoroughfares in the city, most notably the traditional Highway 17, the new Highway 17 Bypass, and Highway 264. According to the City's Thoroughfare Plan, completed in 2000, sections on both Highway 17 and 264 are operating near or over capacity. It was anticipated that by the year 2030, if no improvements were made to the existing system, the majority of those roadways would be over capacity.



The North Carolina Department of Transportation (NCDOT) recently completed the new 6.8-mile Highway 17 Bypass around Washington, including a 2.8-mile structure over the Tar River, which should alleviate the capacity concerns with Highway 17. A key related challenge for the City now is to be thinking about land use patterns in the vicinity of the interchanges for this new bypass.

NCDOT is currently working with Beaufort County and the City of Washington on an update of the regional transportation plan and programs for funding additional road improvements. The new Beaufort County Comprehensive Transportation Plan (CTP) includes coordination with the communities of Aurora, Bath, Belhaven, Pantego, Chocowinity, Washington, and Washington Park. The initiative started in August, 2011, and is currently focusing on data collection and modeling. A draft plan with recommendations for priority improvements will be ready for community review in November, 2012.

Also in the works is a new initiative with the Mid-East Commission to prepare a new Bicycle Master Plan for the City of Washington. This initiative was approved in March, 2012, and will begin shortly.



Public transportation services are provided by the Beaufort Area Transit System (BATS). BATS was established to meet the needs of the general public, special needs of the elderly, persons with disabilities, and disadvantaged persons for whom mass transportation services are unavailable, insufficient or inappropriate. Beaufort Area Transit was developed through a partnership between Beaufort County and the NC Department of Transportation, when the Beaufort County Developmental Center agreed to serve as the county's lead transportation agency.

Beaufort Area Transit is a coordinated rural transportation system made up of four, twelve passenger conversion vans, one minivan, four lift equipped vans, one eighteen passenger bus with lift, one twenty four passenger bus and one 10 passenger LTV with lift.

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The system provides transportation to citizens in small towns and rural areas of the county. The system provides rural residents with access to employment, education, social events, medical and recreational activities.

The City is served by twice-per-day Greyhound bus service, taxi service, and rental car agencies.

Beaufort Area Transit focuses on providing transportation to:

- Nutritional sites for meals
- Doctor’s appointments
- Sources of medical treatment
- Drug Stores
- Grocery Stores
- Some Social Events
- Work
- Class/School
- Shopping



For air transportation: The closest major airports are Raleigh-Durham International Airport in North Carolina and Norfolk International in Virginia. Raleigh is one hour and 45 minutes (depending on traffic) west of Washington via US 64 and 264. Norfolk is 2 hours or more (again, depending on traffic) north of Washington (routes vary). Additionally, offering regional air transport service near the City of Washington are the Pitt County–City of Greenville Airport and the Coastal Carolina Regional Airport in New Bern, North Carolina.

The City of Washington has its own airfield, Warren Field (OCW), for private aviation services. Improvements to facilities are currently underway, including runway repairs, and management options are under consideration. Key facts about Warren Field:



- Located on Airport Road off of Market Street
- General and corporate traffic
- Two 5,000-foot runways, one concrete and the other asphalt
- Both runways lighted with instrument approach
- Tie-downs available for individual airplanes.

This facility has significant potential for growth and contribution to Washington’s economic activity, and represents an important opportunity as the City of Washington continues to



explore ways to attract new businesses and employment centers. The City’s goal is to grow the Airport in a manner that maintains convenience to local businesses and the flying community, that helps recruit new industry/business, and that achieves economic self-sustainability for the facility.

Natural Systems

The current CAMA Core Land Use Plan includes detailed analysis and descriptions of natural features, systems, and hazards for the city. The intent of this comprehensive plan is to carry forward this information and use it as a basis for making future land use and conservation policy decisions. This section provides a summary of the analysis and descriptions found in the CAMA plan.

NATURAL ENVIRONMENT

Washington is located in the low coastal plain physiographic province of North Carolina, along the banks of the Tar/Pamlico River. The city's terrain averages about ten feet above sea level, and generally slopes from the north and west towards the south and east, with slopes ranging from level to 4%. The low-lying land and proximity to surface water make flooding due to storm surge from ocean overwash associated with hurricanes or other tropical weather events a considerable threat for city residents. The map on the following page, prepared by Holland Consulting Engineers, Inc. as part of the CAMA Core Land Use Plan in 2006, illustrates the important environmental areas and features found in Washington and described in the pages following the map.



Map #3 in the Map Appendix at the end of this Plan shows a composite of environmental features. In looking at the map, ranges of environmental sensitivity are classified by references

-  Class 1 to Class 1, 2, or 3. Class 1 is defined as land that contains only minimal hazards and limitations that can be addressed by commonly accepted land planning and development practices.
-  Class 2 and development practices. Class 2 refers to land that has hazards and limitations for development that can be addressed by restrictions on land uses, special site planning, or the provision of public services such as water and sewer.
-  Class 3 that can be addressed by restrictions on land uses, special site planning, or the provision of public services such as water and sewer. Class 3 is land that has serious hazards and limitations, and can generally support only very low-intensity uses such as conservation and open space.



SOILS

A detailed soils survey of Beaufort County was completed by the Natural Resources Conservation Service in 1983. The survey includes a description of the soils and their location, and a discussion of the suitability, limitations, and management of the soils for specified uses. Based on that survey, there are 30 different soil types located within Washington's planning jurisdiction, several of which are hydric soils that are prone to flooding and thus present constraints to development. Only 23% of the city, however, has soils that present severe problems for development and the majority of those soils are located on the land east of the Tar and Pamlico Rivers and land immediately adjacent to the river tributaries. Therefore, the majority of the city has soils that do not present severe development limitations.

FLOODPLAINS

The low elevations, hydric soils, and presence of surface waters collectively create a system of Special Flood Hazard Areas (SFHAs) throughout the city. A SFHA is defined as a land area with a greater than 1% chance per year of flooding and is also known as a "floodplain." Approximately 51% of Washington and 44% of the area in the City's extraterritorial jurisdiction (ETJ) lies within a SFHA. According to the Federal Emergency Management Agency, a home located within an SFHA has a 26% chance of suffering flood damage during the term of a 30-year mortgage. Map #3A in the Map Appendix at the end of this Plan shows flood hazard areas from the 2007 CAMA Plan. Three flood designations of flood hazard areas are shown on the map: Zone AE refers to floodplain areas, those areas with a one percent annual chance of flooding. Zone AEFW refers to floodway areas, referring to the channel of a stream. Zone "Shaded X" refers to areas outside of the 1% chance floodplain (AE), but still considered to be a supplemental flood hazard area, in which there is a 0.2% chance per year of flooding (also known as the "500-year floodplain."

COMPOSITE ENVIRONMENTAL CONDITIONS

According to the 2007 CAMA Plan, state designated fragile areas in coastal North Carolina include coastal wetlands, ocean beaches and shorelines, estuarine waters and shorelines, public trust water, complex natural areas, areas sustaining remnant species, unique geological formations, registered natural landmarks, swamps, prime wildlife habitats, areas of excessive slope, areas of excessive erosion, scenic points, archeological sites, historical sites, wetlands. In addition, maritime forests and outstanding resource



waters are also included but not formally designated by the state. Areas of environmental concern (AEC) for Washington include coastal wetlands, estuarine waters, estuarine shorelines, and public trust areas. These areas were mapped and evaluated as part of the CAMA planning process. A composite map of environmentally sensitive areas was developed to identify three tiers of potential for land development limitations and hazards.

COASTAL WETLANDS

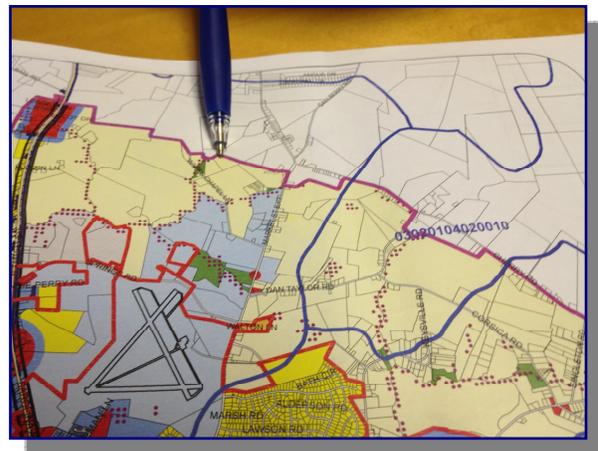
Coastal wetlands are marshes that regularly or occasionally flood by lunar or wind tides, and that have at least one of the ten types of plants designated by the Coastal Resources Commission. Coastal wetlands are one of Washington's Areas of Environmental Concern. According to NC Department of Coastal Management's 2003 Coastal Wetlands Inventory, approximately 129 acres of the city, or 2.51% of the city's land area, are classified as coastal wetlands.

Land Suitability

The CAMA Core Land Use Plan also includes detailed information about land suitability in the City and the City's ETJ. Overall, land in the city is predominantly suitable for development. The majority of the land within the city determined to have a high suitability rating is located within the city limits, while much of the land south of the Tar-Pamlico River is unsuitable due to severe environmental constraints, such as wetlands.

Current Land Use

Review of existing land use in Washington is a starting point for consideration of future possibilities. A map of existing land use was prepared as part of this Comprehensive Plan, and developed using multiple Geographic Information System (GIS) layers of data. A base existing land use layer that included residential, forest, wetland, and agricultural lands was compared to current zoning, parcel ownership and building values to identify categories of land use. This information was then mapped and two Current Land Use Maps were prepared, included in the Map Appendix. Map #4 shows Existing Land Use for the entire City of Washington. Map #4A focuses on Existing Land Use in the Downtown area.



C. Current Plans, Policies, and Regulations

Planning efforts in the City of Washington, as well as Beaufort County, have been going on for decades, and a number of policy documents and directives are already in place, providing guidelines for decision makers, planners, developers, and residents. While this comprehensive plan encompasses a broad array of community planning topics, it is designed to be integrated with the other planning documents and recommendations previously adopted by the city. This section discusses some of the more prominent planning initiatives that are currently relevant with respect to planning policies in the city of Washington. The first three plans deal with land use and transportation; while the next four deal with downtown development; and the final two are related plans: one addressing historic district guidelines and one addressing parks and recreational facilities.

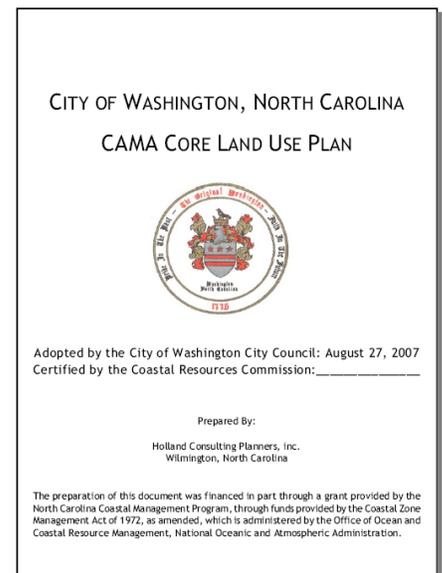
1. The *CAMA Core Land Use Plan*;
2. *Thoroughfare Plan for the City of Washington and Comprehensive Transportation Plan*;
3. The *Pedestrian Master Plan*;
4. The *Economic Repositioning Program*;
5. The *Downtown Revitalization Strategy*;
6. The *City of Washington Visualization and Reinvestments Strategy*;
7. The *Parking Study for Downtown Washington*;
8. The *City's Historic District Brochure and Design Guidelines*; and
9. The *Washington Parks and Recreation Master Plan*.

A. Land Use and Transportation Plans

The city relies on two major land use plans to guide land use decisions in the planning area: The CAMA Core Land Use Plan and this document, the city's Comprehensive Plan. The city's Parks and Recreation Plan and Thoroughfare Plan also provide guidance. Summaries of the plans follow in the section below.

I. THE CAMA CORE LAND USE PLAN

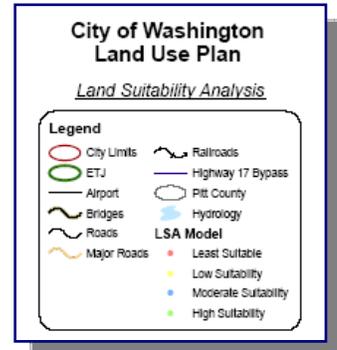
Along with the adoption of a Comprehensive Plan in 2007, the city of Washington also adopted a CAMA Core Land Use Plan that same year. CAMA Core Land Use Plans are a product of the North Carolina Coastal Area Management Act (CAMA), which was adopted by the North Carolina General Assembly in 1974. The act requires the 20 counties in the coastal areas of North Carolina to adopt land use plans in order ensure polices are in place to



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address growth issues such as the protection of productive resources (i.e., farmland, forest resources, fisheries), desired types of economic development, natural resource protection and the reduction of storm hazards.

Municipalities are not technically required to complete a CAMA Land Use Plan. However, if the city does not complete its own certified CAMA plan, state and federal reviewing bodies would automatically use the Beaufort County CAMA Land Use Plan instead. Since Washington faces issues that are distinct from Beaufort County, the City Council commissioned its own CAMA plan for the city beginning in 2004.



Washington's CAMA Core Land Use Plan serves two key purposes: (1) to comply with state planning requirements for the CAMA (Coastal Area Management Act) as certified by the Coastal Resources Commission, and (2) to provide a blueprint plan for land use in the county through a vision, policy framework, future land use plan, and implementation strategies to achieve the county's vision.

The plan is a data-rich document, providing numerous details on the city's population, economy, and land use patterns, and environmental conditions. The CAMA Plan also documents key growth related issues that were identified through a robust public planning process. The key issues identified in the Plan are:

- Improving the Central Business District;
- Managing the development and impacts along the new Highway 17 Bypass;
- Developing and Improving Gateways into the City;
- Prioritizing Areas for Annexation; and
- Stabilizing and improving neighborhoods.

The CAMA plan also includes a number of policies and implementation steps that cover a range of topics. These policy topics include: Public Access; Land Use Compatibility; Infrastructure Carrying Capacity; Transportation; Natural Hazard Areas; Water Quality; and Local Areas of Concern, including cultural, historic, and scenic areas, economic development; downtown revitalization; marinas/shoreline development; and general health and human service's needs.

This Comprehensive Plan does not replace Washington's current CAMA Core Land Use Plan as one of the city's key policy documents. Indeed, while the two documents complement the other in policies and land use directives, they serve quite different purposes. CAMA plans are adopted solely to help communities protect sensitive coastal and estuarine resources known as "Areas of Environmental Concern." In the city of Washington Areas of Environmental Concern include coastal wetlands, estuarine waters, estuarine shorelines, and public trust areas. Since the majority of land in the city's planning area is not an AEC, it is important to have a policy document that can help guide development and land use decisions throughout the city's entire planning area and not just the specific Areas of Environmental Concern.

2. THE THOROUGHFARE PLAN FOR THE CITY OF WASHINGTON

The Thoroughfare Plan documents the findings of a study by the North Carolina Department of Transportation (NCDOT) to update the 1979 Washington-Washington Park Thoroughfare Plan. The study was initiated 1997 in response to a request from local officials to evaluate the increased congestion on US 17 and US 264. The Plan was adopted by the City Council in 2000. The purpose of the study was to reexamine the present and future transportation needs of the Washington area and make recommendations as a guide for providing a coordinated, adequate, and economical major street system.

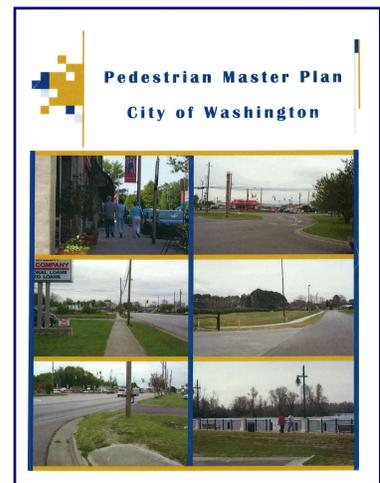
Based on the results of a traffic forecast model that uses data on traffic, population, housing, employment, and vehicle ownership to simulate travel patterns, the Thoroughfare Plan recommend several upgrades for major and minor thoroughfares in the city. Some of these recommendations, such as the construction of a US 17 Bypass, have been completed over the years; others have not.

However, new planning efforts are underway to update the city's transportation plans. Beaufort County, in a joint effort with the City of Washington, and the towns of Aurora, Bath, Belhaven, Chocowinity, Pantego, and Washington Park, the North Carolina Department of Transportation, and the Mid-East Rural Planning Organization, is in the process of developing a new Comprehensive Transportation Plan (CTP).

A CTP is a multi-modal plan, which addresses the concerns of transit users, bicyclists, and pedestrians in addition to highway users. It provides solutions that will promote and provide for safe, efficient, cost-effective transportation systems, while addressing current and future travel needs. The CTP Study is currently in the very early stages of initial data collection and is scheduled to be completed in the fall of 2013. Upon completion of the CTP, the city's 2000 Thoroughfare Plan should be archived.

3. PEDESTRIAN MASTER PLAN

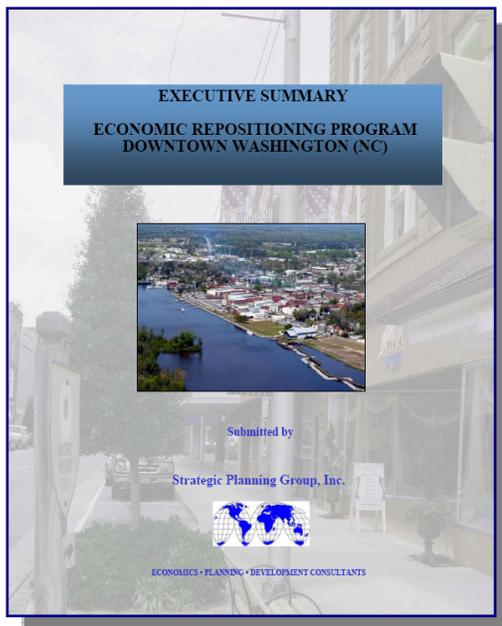
This 2006 Master Plan contains an inventory of existing pedestrian facilities and programs, along with a description of plans for additional pedestrian facilities. The Master Plan also discusses regulations that impact pedestrian facilities, transportation issues related to public schools, and current barriers to walking. Recommendations include work on pedestrian facilities to meet Americans with Disabilities Guidelines, (such as installation of ramps, repairing damaged sidewalks, and improving the timing of signalized crosswalks). The Plan also recommends that the City provide incentives to existing businesses to upgrade their properties to include sidewalks that connect the public walkway to the customer entrance of businesses. The Plan calls for regulations that require sidewalks on public streets when properties develop fronting on such streets. In addition, the City's Bicycle Plan is currently being updated.



B. Downtown Development Plans

Revitalization efforts in the downtown began 20 years ago, when the city developed the 1996 *Downtown Washington Strategic Plan and Implementation Projects* (aka, the Renaissance Plan) to provide a strategic plan to jump start the revitalization of Downtown in 1996. Then, in 2002, the City commissioned the North Carolina Downtown Development Association to provide further revitalization recommendation. That report suggested that the city adopt the “Main Street” approach to revitalization and provided 33 suggestions and insights divided into the four Main Street categories: Organization, Economic Restructuring, Design/Planning and Promotion.” Since then, changes in the local economy and real estate market, led the town to pursue other plans and strategies for the downtown district; a summary of those initiatives can be found below.

4. THE ECONOMIC REPOSITIONING PROGRAM



As part of Washington’s efforts to reposition the downtown as a highly-visible, active downtown, the Washington City Council, endorsed the formation of Downtown Washington on the Waterfront, Inc. (DWOW), a 501c3, non-profit corporation in early 2003. The DWOW was tasked with managing the efforts to revitalize the downtown district.

In 2004, the DWOW commissioned Strategic Planning Group, Inc. to develop a Downtown Revitalization Strategy based on “sound economic/marketing principles and community input.” The Economic Repositioning Program document is the summary those efforts. The document lays out the history and current inventory of downtown Washington and evaluates the downtown’s strengths and weaknesses. It also sets forth a vision for the downtown: By bundling the area-wide resources, downtown Washington will become “The Heart of the Inner Banks.”

Importantly, the document also sets forth implementation steps to “make the downtown vision a reality.” The recommended implementation steps include:

- Establishing a strong linkage to the Greenville market;
- Promoting additional marina space and supporting facilities;
- Create activity centers on the Riverfront;
- Promoting connectivity to Main Street;
- Improving appearance/façade of buildings;
- Promoting additional lodging;
- Promoting downtown housing;

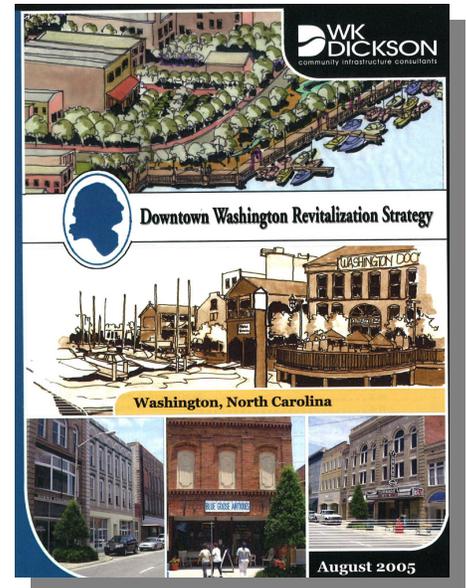
- Providing additional parking, establish a management plan for parking, create two-way streets, provide service vehicle access; and
- Cultivating visual, performing arts–cultural, and historic resources and activities.

The paper also documents the potential for revitalization, determining that it may be possible to intensify and enhance its economic activity without greatly changing the existing character that is prized by residents.

5. DOWNTOWN WASHINGTON REVITALIZATION STRATEGY

This 2005 document contains a large inventory of market-based and design ideas to help facilitate the revitalization of Downtown Washington and the Waterfront area. Included are a series of sketches illustrating possible streetscape improvements and street tree planting options. Also included are a set of recommendations suggesting consideration of the following initiatives:

- Improvements to the backs of buildings facing the waterfront.
- Overlooks and fountains at/near the waterfront.
- Increased pedestrian connections between downtown and the waterfront.
- Enhancement of gateways to the downtown area.
- Revisiting parking strategies for downtown.



6. VISUALIZATION AND REINVESTMENTS STRATEGY

In 2009, new challenges and opportunities on the waterfront prompted the Washington City Council, working through the Waterfront Harbor District Alliance, to hire a consulting firm to put together a compelling visualization of key investments to show what the future of Washington's downtown and waterfront should hold over the next twenty years.

Seven key goals for the project effort were established by the Committee:

- Connect Main Street to the river through strong pedestrian linkages and activation of street edges with retail, commercial, public spaces and other uses;
- Assure the provision of public and private parking in support of increased development and activity;
- Reinforce the premier status of the waterfront as a space for public use and assembly;
- Augment the circulation pattern within and adjacent to the study area in such a way that maximizes connectivity while minimizing public expense;
- Establish a vision and reinvestment strategy that enhances the brand of Washington's downtown as a "Central Business District on the River";

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- Ensure creation of an implementable, pragmatic strategy that considers financing issues, zoning, urban design, community input and other elements; and,
- Ensure the strategy favorably contributes to the City's tax base of upwards of \$60 to \$90 million by creating designs which include both new construction and adaptive reuse of existing buildings.

Based on extensive community engagement and involvement, Washington's unique downtown character, and a knowledge of factors that have traditionally proven to help downtown markets become successful, the document recommends a series of initiatives and public improvements.



CITY OF WASHINGTON WATERFRONT
Visualization + Reinvestment Strategy

7. THE PARKING STUDY FOR DOWNTOWN WASHINGTON

In 2006, the Washington City Council established a Parking Task Force for the purpose of evaluating downtown parking issues. The Washington Harbor District Alliance, a non-profit focused on the revitalization of downtown, volunteered to help the Task Force in the preparation of the study. WHDA also enlisted the services of the North Carolina Main Street Program to provide technical assistance, provide the guidelines for collecting data, conduct the analysis of the information, and prepare the written report.

The study examined parking in the "downtown area", specifically, the twenty-four city blocks extending from the riverfront to Third Street and US 17 to just east of Bonner Street. The study concluded that there is currently no shortage of parking supply based on observation of the parking activity in downtown Washington. Indeed, the survey of parking occupancy levels suggest between 50%-75% of the spaces within the study area are available at any given time. However, there are shortages in certain areas at certain times, and some residents perceive that the problem is greater than it actually is. The study recommended that the city:

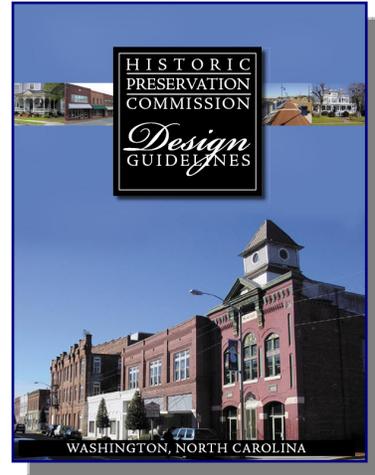
- **Manage parking supply by** (1) installing a comprehensive wayfinding signage system; (2) designating parking; (3) making alley improvements to help with connectivity; (4) considering two-way streets in downtown; and (5) finding alternatives to parking.
- **Enforce regulations through:** (1) time limits; (2) fines; and (3) enforcement personnel.
- **Debunk parking misconceptions by:** (1) disseminating the information in this report to the media and general public; (2) developing a marketing theme that can be incorporated into advertisements; and (3) providing informational brochures on off-street parking availability and how it can be used.

- **Plan for development of additional supply by:** (1) considering parking lot consolidation; (2) planning for future parking infrastructure; (3) anticipating parking requirements for new development; (4) establishing a special service district; (5) establish a parking or development authority; and (6) exploring joint venture partnerships.

C. Related Plans

8. THE CITY'S HISTORIC DISTRICT BROCHURE AND DESIGN GUIDELINES

The City of Washington's ongoing preservation efforts have made its historic district one of the most historically intact districts in the State. It has retained its historic nineteenth century character. The city's Zoning Ordinance designates the boundaries for the city's Historic District in downtown Washington. The District, which encompasses around 600 properties, is also on the National Register of Historic Places. Exterior improvements, new construction, or changes to property in the Historic District require review by the city to ensure that changes will comply with Historic District Guidelines. A Certificate of Appropriateness must be issued before a property owner can make changes to the exterior portions of a building and other outdoor property design features.



9. WASHINGTON PARKS AND RECREATION MASTER PLAN

Washington's City Council adopted the city's most recent Parks and Recreation Master Plan in February 2008. The Plan inventories and evaluates the city's 29 parks/facilities, noting the constraints, as well as the potential for each park/facility. The Plan also compares the city facilities with National standards and while the city is generally providing adequate facilities, it recognizes there are some unmet needs in the community. Based on that, the Plan recommends:

- Building both a West Side and North Side Park;
- Making the temporary Dock Station and Restroom Facilities permanent facilities;
- Adding parking at Bobby Andrews Recreation Center;
- Building a gymnasium; and
- Developing additional adult fields.

The Plan also recommends a Landscape Beautification Plan for all current and future city properties and incorporating the Harbor Management Plan into the Recreation Master Plan. The Plan also includes general policies and guidelines for the city to consider with respect to recreation and park facilities.

SECTION III:

LAND USE POLICY FRAMEWORK

Land Use Policy Framework:

Washington's Land Use Plan translates the vision, goals, and policies into a desired future pattern of land uses. It establishes the City's vision and expectation for how land will develop and be used. A set of land use categories is defined, and every parcel of land within the City carries a Land Use Designation.

A: Vision

B: Guiding Principles

C: Goals/Objectives

D: Future Land Use Map

A. Vision

Washington's Land Use Plan has been and will be an important policy document for the City, reflecting a blend of existing land use patterns and goals for future land use. The Land Use Plan is the foundation for projecting future population and employment growth, expected traffic patterns, and future infrastructure needs. The vision for the future of this community, the end state to which citizens aspire, can be expressed as follows:

We see Washington as a historically rich and presently vibrant community, situated at the key location of the joining of the Tar and Pamlico rivers. Recognizing and respecting the heritage and culture, Washington citizens enjoy a high quality of life and look to the future with pride and enthusiasm. Redevelopment of the downtown and waterfront areas has turned this historic area into a modern-day center of commerce, leisure, arts, and entertainment. Retail businesses and services are convenient in multiple locations. A diversity of neighborhoods and housing styles provides a connected community fabric. It is easy and pleasant to walk and bike around the City. Eco-tourism brings visitors and energy to the City, as residents share the richness of this place with others. Local businesses provide goods and services and are successful. And all of this takes place within the context of a natural environment that is being protected so that it can continue to contribute to the lives of future generations of Washington residents. This is a City that has pride in its past, and faith in its future.

B. Guiding Principles

Supplementing the vision is a set of Guiding Principles that capture the main messages and values that are expressed in the various plans and policies for the City of Washington. Ten overarching land use principles serve as a guide for future development and inform decision-making:

1. **PROMOTE DEVELOPMENT OF THE DOWNTOWN WATERFRONT**

Public investments should be targeted to the waterfront area to accomplish desirable infrastructure, pedestrian amenities, parking, lighting, and walking paths, in combination with encouragement of private development activity oriented toward the waterfront.

2. **PROMOTE DOWNTOWN AS THE TOURISM AND RECREATION CENTER OF WASHINGTON**

Public investments should be targeted to the downtown area to continue emphasis on downtown as the heart of the community, with multiple community events and celebrations on an ongoing basis, in cooperation with multiple organizations.

3. **FOSTER ECONOMIC DEVELOPMENT THROUGHOUT THE COMMUNITY**

Infrastructure and development decisions should be focused on creating new opportunities that advance economic development efforts and lead to local job creation.

4. **PROTECT/ENHANCE HISTORIC AREAS AND STRUCTURES**

Continue to emphasize the value of Washington's historic culture and structures as defining components of the community's identity.

5. **PROTECT/ENHANCE EXISTING RESIDENTIAL NEIGHBORHOODS**

Continue to encourage and support neighborhood organizations, along with attention to development regulations to help ensure neighborhood preservation as development and redevelopment occur in the community.

6. **PROTECT THE RIVERFRONT SHORELINE AND NATURAL RESOURCES**

Continue to enforce environmental regulations to help maintain the quality and integrity of Washington's many aquatic resources. Explore additional opportunities to promote eco-tourism as a means of encouraging visitors, recreation, and tourism while simultaneously raising attention to the community importance of environmental protection.

7. **PROVIDE WALKING AND BIKING OPTIONS THROUGHOUT THE CITY**

In addition to pursuing planned investments in streets and roads, increase attention to options that serve non-automobile mobility. Construct additional pedestrian walkways, especially connecting downtown to the waterfront, that will promote pedestrian activity.

8. **MAINTAIN FISCAL HEALTH OF GOVERNMENTS WHILE ENCOURAGING GROWTH THAT PAYS FOR ITSELF**

Assure that the fiscal health of the City is maintained/enhanced, not damaged, as growth occurs. The costs of providing public services to growing areas (both initial capital and ongoing operational costs) shall be sufficiently accounted for through appropriate funding mechanisms.

9. **ENCOURAGE QUALITY COMMERCIAL DEVELOPMENT AND SERVICES THAT ENHANCE COMMUNITY CHARACTER, WITH SPECIAL ATTENTION TO KEY COMMERCIAL CORRIDORS AND MAJOR GATEWAYS.**

As the City of Washington grows, special attention should be paid to encouraging and requiring quality design in new development that enhances the visual character of the City, especially along key corridors and at gateway entrances to the City.

C. Goals/Objectives

Key Elements of the Plan

Goals

Goals are statements about what the City aims to achieve over the next 20 years. Goals give decision-makers and citizens a clear idea about the City's intended direction.

Objectives

Objectives provide more specific guidance for elected and appointed officials, community leaders, staff, and administrators as they make decisions about development, programs, and capital investments in the City.

Following are a set of Goals and Objectives for the City of Washington, organized according to the five major issue areas, to help guide the City toward achieving its vision.



ISSUE I: DOWNTOWN / WATERFRONT

Downtown / Waterfront Goal 1: The character of Washington's historic area and city center environment will be protected and enhanced to preserve our sense of place, promote economic strength, and ensure the city's continuing appeal to residents, business people, and visitors.

- Continue to invest in downtown streetscape amenities to enhance the pedestrian experience and celebrate downtown vitality.
- Assure the provision of public and private parking in support of increased development and activity.
- Implement the City of Washington Visualization and Reinvestments Strategy using the suggested phasing approach identified in the strategy.
- Establish a program to conduct routine maintenance on public infrastructure in the waterfront and downtown areas to ensure longevity of these investments over time.
- Establish a formal security program to protect existing public infrastructure, such as the Festival Park and the promenade.
- Improve the aesthetic experience of the community gateway to downtown at Main and Gladden.



Downtown / Waterfront Goal 2: The core downtown area will continue to serve as a center of commerce, culture, and community, and will increasingly generate revenues to ensure the economic stability and longevity of the City.

- Continue to work with the Washington-Beaufort County Chamber of Commerce, the Beaufort County Economic Development Commission, the Washington Harbor District Alliance, the Main Street Organization, and the Arts Council to establish downtown as an enticing place for shoppers, investors and visitors.
- Increase and bolster the number of key destinations near the downtown and waterfront to provide multiple components and uses catering to different audiences.
- Seek out opportunities to enhance downtown as a center of arts and cultural resources. Promote efforts to enhance the visibility and use of the historic Turnage Theater.
- Increase public infrastructure to serve perennial events, such as the Farmers Market and concerts at Festival Park.

Downtown / Waterfront Goal 3: The city will continue to capitalize on the Tar and Pamlico Rivers as community amenities for enjoyment by residents and visitors.

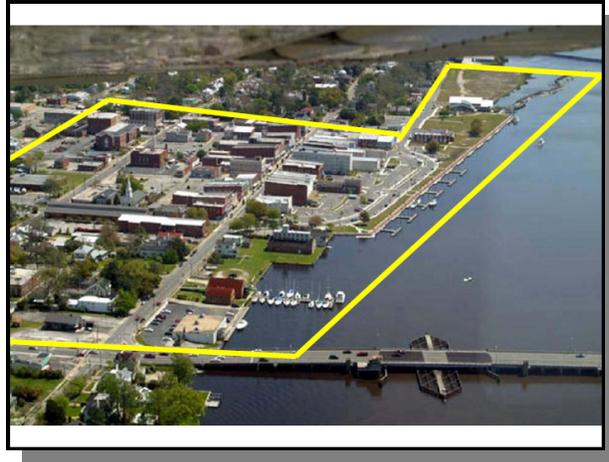
- Continue to build partnerships to create a consistent revitalization program and develop effective management and leadership downtown.
- Expand municipal boat slips along with successful managing and marketing.

Downtown / Waterfront Goal 4: The redevelopment and revitalization of the waterfront area will result in an engine of commerce for the City.

- Continue to work with and support the Washington Harbor District Alliance as a primary organization focused on reviving the downtown Washington Harbor District.
- Create a Downtown Waterfront Master Plan to guide redevelopment and revitalization efforts, and to address public access to water, need for new boat slips, community art, boater amenities, and alleyway improvements.
- Design and construct wayfinding signage to orient visitors within the downtown and waterfront areas and to identify key destinations and attractions.

Downtown / Waterfront Goal 5: The redevelopment and revitalization of the waterfront area will consist of buildings and structures that set a highly appealing tone for the character of downtown and the waterfront.

- Improve community and public access between downtown users and the water's edge by allowing improved access corridors, expanding the public promenade and providing zones where people can walk to the water.
- Work with the Waterfront Harbor District Alliance to attract a hotel developer to the downtown/waterfront district.



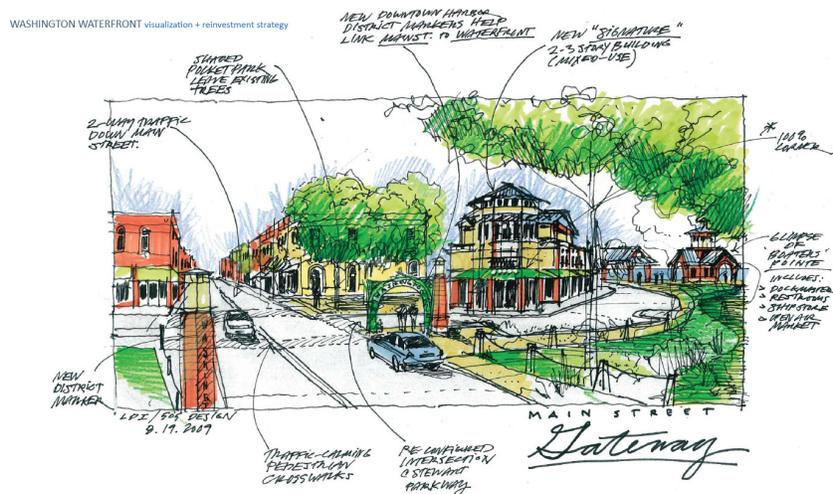
ISSUE 2: ECONOMIC DEVELOPMENT

Economic Development Goal 1: Washington will have a strong and diverse economy, providing quality jobs, and generating local government revenues that allow for the continued provision of quality public services and facilities.

- Strengthen the existing economic assets of the City while diversifying the economic base.
- Partner with the Beaufort County Chamber of Commerce, the Beaufort County Economic Development Commission, and the Waterfront Harbor District Alliance to recruit new businesses.

Economic Development Goal 2: Washington will be a community that is friendly to local businesses and that provides a variety of employment opportunities to the local workforce.

- Review City regulations and procedures to assure a business-friendly process to new business development.



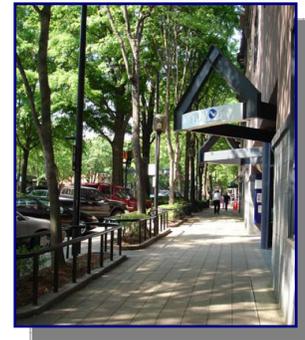
ISSUE 3: COMMUNITY APPEARANCE

Community Appearance Goal 1: Gateways and entrances to the City will be enhanced with landscaping and signage in a manner that announces entrance to the community and welcomes visitors.

- Identify strategic gateway locations at the entrances to Washington and to the downtown areas along key corridors. Prepare designs for public improvements, entry signage, wayfinding signage, and landscaping.

Community Appearance Goal 2: Road corridors and streetscapes in strategic locations will be landscaped, with attention to lighting and public improvements that add visual character to the corridors, in addition to ongoing attention to road maintenance.

- Identify a long-term phasing plan for streetscape improvements along strategic public corridors into and within the City. Establish priorities and timetables for pursuing improvements, along with phased public investment in the improvements. Arrange for overhead utility lines to be placed underground wherever feasible.



Community Appearance Goal 3: New development and redevelopment in the City will incorporate high standards of design that enhance the visual character of the community.

- Prepare / enhance Design Guidelines to establish expectations regarding the form of new development and redevelopment of structures within the City. Emphasize blending with existing context and consistency with City character.



ISSUE 4: HISTORIC PRESERVATION

Historic Preservation Goal 1: The City of Washington will continue to recognize, protect, and interpret significant architectural, historical, and archaeological resources that are part of the community's heritage, including preservation of a locally designated Historic District, and a series of individual structures listed on the National Register of Historic Places.

- Continue to promote and publicize the public and private benefits of historic preservation in the Community.

Historic Preservation Goal 2: Washington's cultural heritage will be preserved in a manner that enhances the active connection between residents and the city's past, and provides visitors of the city with an authentic historical experience.

- Encourage re-use of vintage buildings for residential and non-residential purposes, to avoid demolition.

Historic Preservation Goal 3: The City of Washington will encourage repair and pursue abatement of nuisances for historic structures that have been neglected.

- Promote maintenance and abate nuisances caused by neglect.



ISSUE 5: TOURISM AND ECO-TOURISM

Tourism and Eco-Tourism Goal 1: The City of Washington will be a travel and tourism destination of choice, drawing upon interest in historic and natural features to attract visitors and contribute to the local economy.

- Identify new opportunities to attract recreational boaters and outdoor activity.
- Seek ways to enhance tourism dollars.
- Evaluate need to modify the current regulation that prohibits commercial use of public docks to allow for commercial eco-tourism uses.

Tourism and Eco-Tourism Goal 2: Washington will protect the City's natural resources and community character, while simultaneously achieving a vibrancy in downtown and waterfront areas that complements the existing historic forms.

- Assure that as changes are planned for improvements to the downtown and especially the waterfront area, that consideration is given to access issues and to environmentally-friendly building techniques.
- Increase public access to water.

Tourism and Eco-Tourism Goal 3: The City of Washington will be a center of walking, biking, boating, and fishing activities that promote appreciation, preservation, and use of environmentally sensitive land and water features in and surrounding the City.

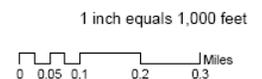
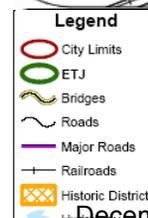
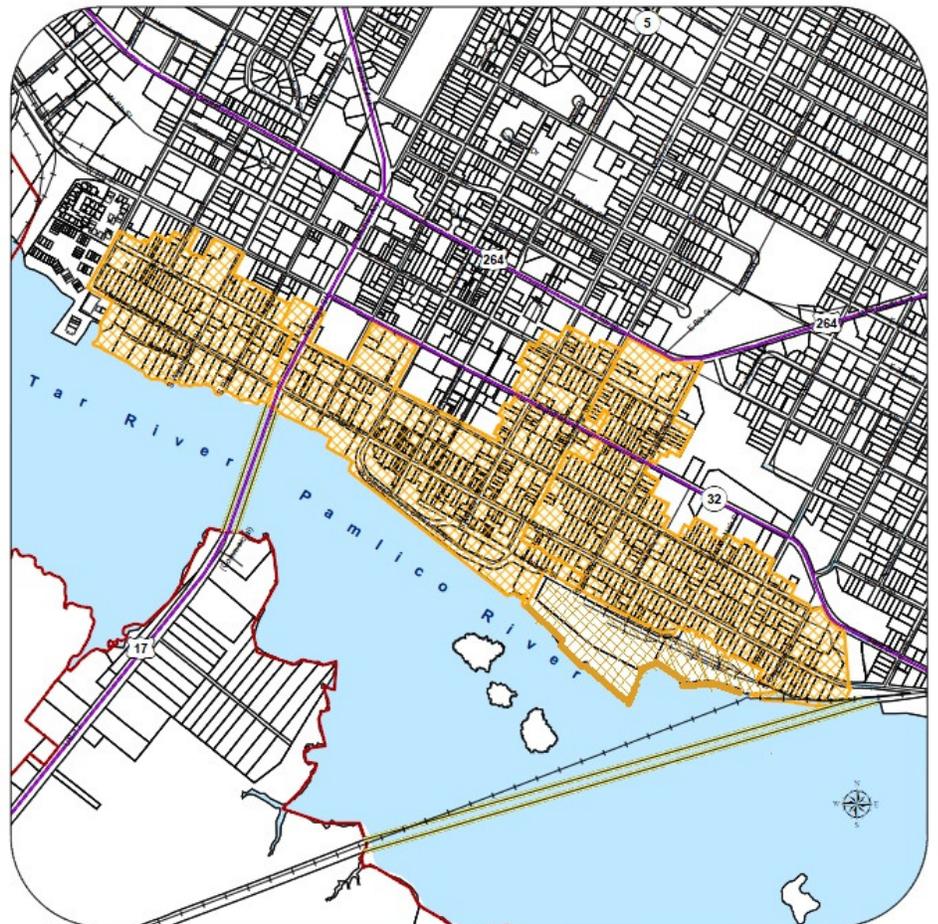
- Continue to pursue construction of greenways and walking trails.
- Expand the City's inventory of boat slips.

- Improve the infrastructure at City boat docks to increase visitation. Infrastructure improvement to include picnic tables, benches, boater bathrooms, a dock attendant's station, and other amenities near public ramps and waterfront destinations.
- Provide non-motorized craft access ramps to encourage safe access for paddlers.
- Improve community access to water by developing a community pier.

D. Future Land Use Map

Washington's Land Use Plan has been an important policy document for the City, reflecting a blend of existing land use patterns and goals for future land use. The Land Use Plan is the foundation for projecting future population and employment growth, expected traffic patterns, and future infrastructure needs.

Three maps tell this story of what the land use implications are of the ideas and objectives contained in this Comprehensive Plan. Immediately below is a map showing one of the main pieces of geography in the City of Washington, the Historic District (excerpt from the CAMA Core Land Use Plan, prepared by Holland Consulting Planners, Inc.). In the Map Appendix at the end of this Plan there are two more key maps: Map #6 illustrates desired future land use patterns for the entire City and its Planning Area; Map #7 is an enlargement of the Future Land Use map for the downtown / waterfront area specifically.



The preparation of this map was financed in part through a grant provided by the North Carolina Coastal Management Program, through funds provided by the Coastal Zone Management Act of 1972, as amended, which is administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration.

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Holland Consulting Planners, Inc.

SECTION V: ACTION PLAN

Action Plan:

Given Washington's vision for its future, and the description/analysis of current conditions and strategic objectives, the path to that future begins to come into focus. This Part V includes a specific Action Plan with priorities.

A: What Needs to be Done

B: Priority Designations

C: Plan Monitoring and Updating

A. What Needs to be Done

Following this page is a list of specific actions that should be considered to help promote the goals identified in this Comprehensive Plan. More initiatives may be added as discussion of the Plan continues and opportunities emerge. This list is intended to facilitate discussion, priority-setting, and action on high-priority initiatives.

B. Priority Designations

All the goals and related initiatives are important. However, it is not possible to do everything at once, and gaining consensus and support behind the most compelling ideas will contribute to the likelihood of success. Accordingly, this Comprehensive Plan concludes with identification of the most compelling and time-sensitive initiatives for immediate attention.

The initiatives that should be pursued first, with appropriate dedication of resources, are:

1. Supporting efforts to promote the Downtown/Waterfront areas;
2. Actions that are feasible, inexpensive, and relatively easy to complete quickly; and
3. New opportunities to implement and pursue medium- and long-term ideas.

C. Monitoring / Updating

This 2022 Comprehensive Plan gathers and updates information for the City of Washington, and also summarizes the status of other ongoing planning related initiatives. There is a great deal of energy and investment in Washington. It is helpful to have an umbrella document that considers all current and best thoughts about future possibilities for the City. Accordingly, it is also important to periodically update the data and information that make up this overall policy framework for Washington. The suggestion here is that the City set a schedule of revisiting the Comprehensive Plan every five years, with a monitoring report delivered to the City Council annually to describe what actions were undertaken during the prior 12 months, what steps were completed, what circumstances have changed (if any), along with suggestions for priorities during the upcoming 12 months.

Issue	Action Step	Short, Medium, Long Term	Priority
Issue 1: Downtown / Waterfront			
1	Install more streetscape amenities downtown.	Medium	
2	Modify the City's development regulations to permit commercial use of public docks.	Short	
3	Provide more and wider pedestrian connections between downtown and the waterfront.	Medium	
4	Increase and bolster the number of activity centers / key destinations near the downtown and waterfront.	Long	
5	Develop a formal public infrastructure maintenance program.	Medium	
6	Expand the number of municipal boat slips along with aggressive marketing / management. Provide additional infrastructure at docks, such as picnic tables, benches, boater bathrooms and a dock attendant's station.	Long	

Issue	Action Step	Short, Medium, Long Term	Priority
Issue 1: Downtown / Waterfront			
7	Create a Waterfront Master Plan to address access to water, boat slips, community art, and boater amenities.	Medium	
8	Implement the City of Washington Visualization and Reinvestments Strategy, by using the phasing approach outlined in the strategy document.	Short-Term/Ongoing	
9	Expanding policing programs to enhance protection of existing public infrastructure, such as the Festival Park and the promenade.	Short	
10	Develop a strategy for improving the City's community gateway at Main St. and Bridge St.	Long	
11	Promote efforts to enhance the visibility and use of the Turnage Theater.	Ongoing	
12	Increase public infrastructure to serve perennial events, such as the Farmers Market and Festival Park. Work with the Waterfront Harbor District Alliance to identify infrastructure needs.	Long	
13	Design and construct wayfinding signage in downtown and the waterfront area.	Medium	
14	Work with the WHDA to attract a hotel developer to downtown.	Long	

Issue	Action Step	Short, Medium, Long Term	Priority
Issue 2: Economic Development			
1	Diversify the City's existing economic base.	Long	
2	Recruit new businesses.	Medium	
3	Review / Adjust regulations and procedures to be as business-friendly as possible.	Short	

Issue	Action Step	Short, Medium, Long Term	Priority
Issue 3: Community Appearance			
1	Identify strategic gateway locations and prepare plans to enhance. A priority shall be the gateway at Main St. and Bridge St.	Short	
2	Prepare a coordinated wayfinding sign system to post at gateways and around downtown.	Medium	
3	Prepare plans for additional streetscape improvements along key corridors.	Medium	
4	Pursue initiatives to relocate overhead utility lines underground in strategic corridors.	Medium	
5	Enhance regulations and guidelines for design of new buildings.	Short	

Issue	Action Step	Short, Medium, Long Term	Priority
Issue 4: Historic Preservation			
1	Expand efforts to promote and publicize benefits of historic preservation to property owners and the community.	Short	
2	Adopt policies and create incentives to encourage re-use of vintage buildings.	Short	
3	Create a strategy for demolishing old structures that cannot feasibly be brought back to use.	Medium	

Issue	Action Step	Short, Medium, Long Term	Priority
Issue 5: Tourism and Eco-Tourism			
1	Identify new opportunities to attract recreational boaters and outdoor activity.	Medium	
2	Review regulations and procedures to assure consideration to access issues as improvements are planned in the waterfront area.	Short	
3	Continue to pursue construction of greenways and walking trails throughout the community.	Medium	

4	Expand the City's inventory of boat slips, and improve infrastructure at new and existing boat docks to include picnic tables, benches, boater bathrooms, a dock attendant's station, and other amenities.	Medium	
5	Provide non-motorized craft access ramps to encourage safe access for paddlers.	Medium	
6	Improve community access to water by developing a community pier.	Long	

MAP APPENDIX

Maps:

Maps that are referenced in the text of this Comprehensive Plan appear in this Map Appendix as follows:

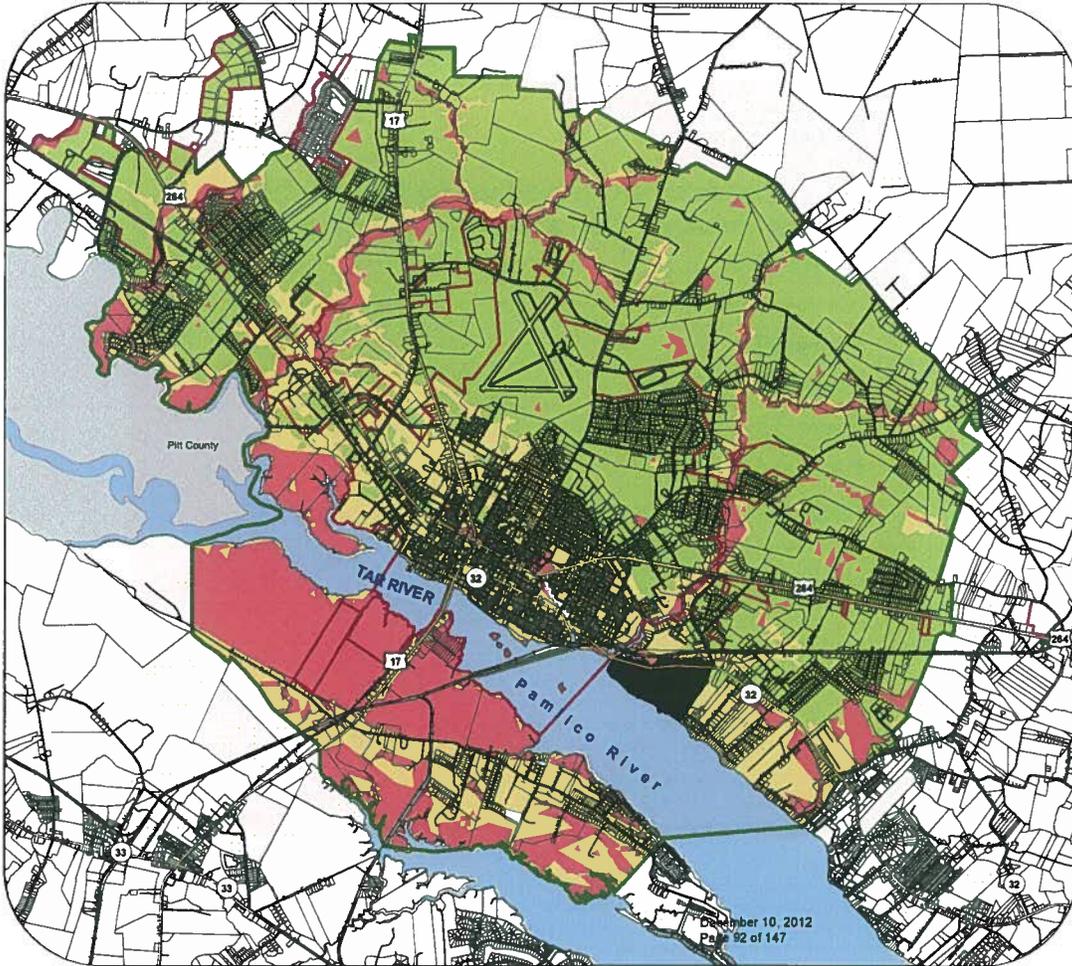
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MAP 3
City of Washington
Land Use Plan
Environmental Composite

Legend

- City Limits
- ETJ
- Pitt County
- Washington Park Planning Area
- Airport
- Bridges
- Major Roads
- Roads
- Railroads
- Hydrology

Environmental Composite

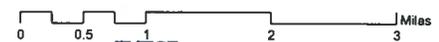
- Class 1
- Class 2
- Class 3

The City of Washington planning area includes all areas within the corporate limits of the city and its ETJ.

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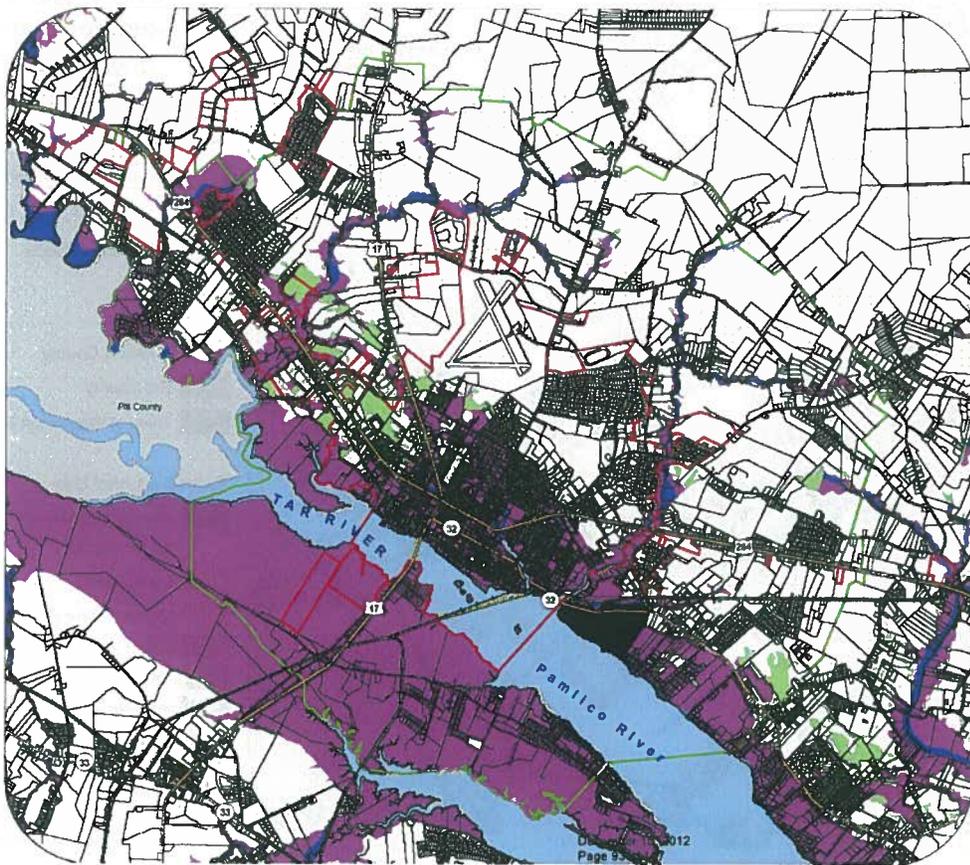
1 inch equals 3,900 feet



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Map 3A

City of Washington Land Use Plan ***Flood Hazard Areas***



Legend

City Limits	Railroads
ETJ	Hydrology
Pitt County	Flood Hazard Area
Washington Park Planning Area	AE
Airport	AEFW
Bridges	SHADED X
NC DOT Roads	
Major Roads	

The City of Washington planning area includes all areas within the corporate limits of the city and its ETJ.

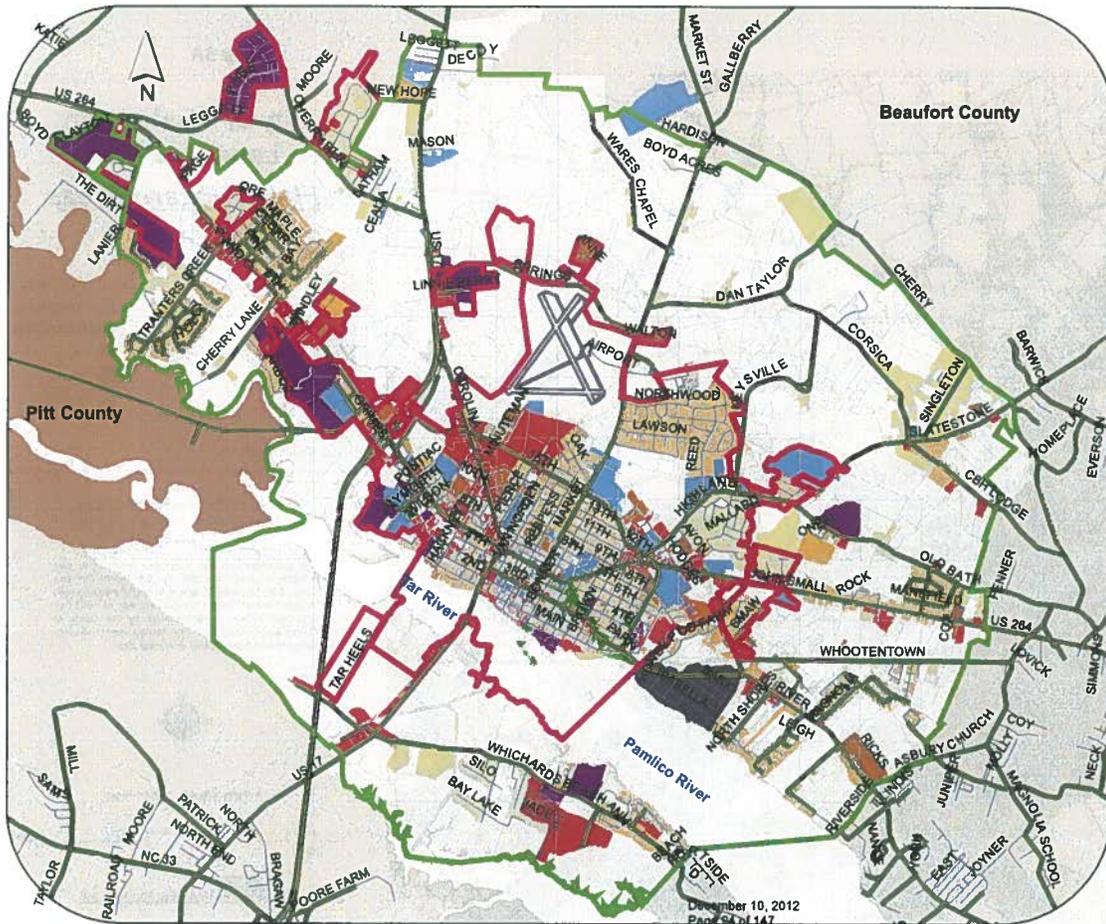
The preparation of this map was financed in part through a grant provided by the North Carolina Coastal Management Program, through funds provided by the Coastal Zone Management Act of 1972, as amended, which is administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration.



1 inch equals 3,841 feet



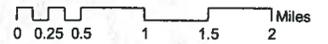
HCP
Holland Consulting Planners, Inc.



**Map 4: Washington
Comprehensive Plan
Existing Land Use
Planning Area**

- Legend**
- Airport
 - Extraterritorial Jurisdiction
 - City of Washington Corporate Limits
 - DOT Major Roads
 - Roads
 - Parcels
 - Beaufort County
 - Pitt County
 - Town of Washinton Park Planning Area

- Existing Land Use**
- Parks-OpenSpace
 - Undeveloped
 - Low Density
 - Medium Density
 - High Density
 - Commercial / Office
 - Industrial
 - Public-Institutional

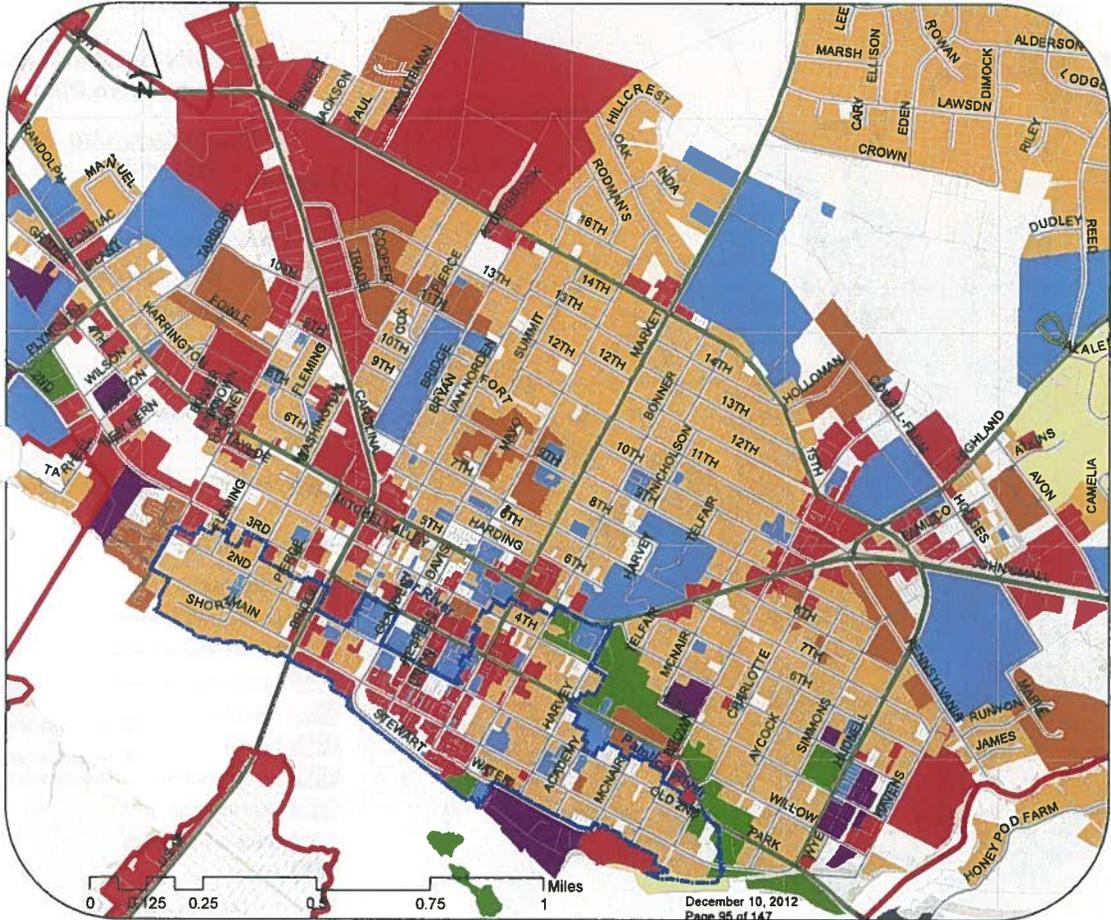


CLARION ASSOCIATES
May 2012

December 10, 2012
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City of Washington Comprehensive Plan

Existing Land Use Downtown

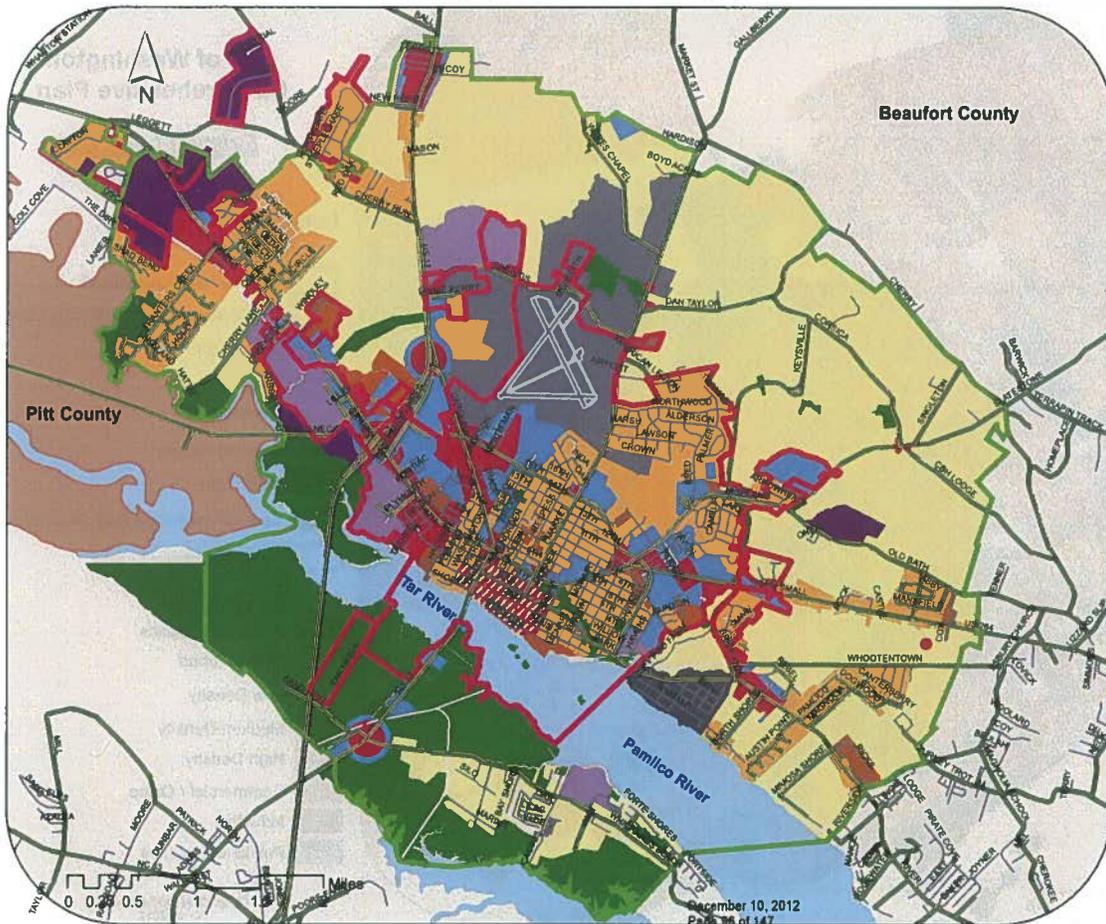


Legend

- Airport
 - Extraterritorial Jurisdiction
 - City of Washington Corporate Limits
 - DOT Major Roads
 - Roads
 - Parcels
 - Beaufort County
 - Pitt County
 - Town of Washinton Park Planning Area
 - Historic District
- ### Existing Land Use
- Parks-OpenSpace
 - Undeveloped
 - Low Density
 - Medium Density
 - High Density
 - Commercial / Office
 - Industrial
 - Public-Institutional

CLARION ASSOCIATES
March 2012

December 10, 2012
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**Map 6: City of Washington
Comprehensive Plan**

*Future Land Use
City-wide*

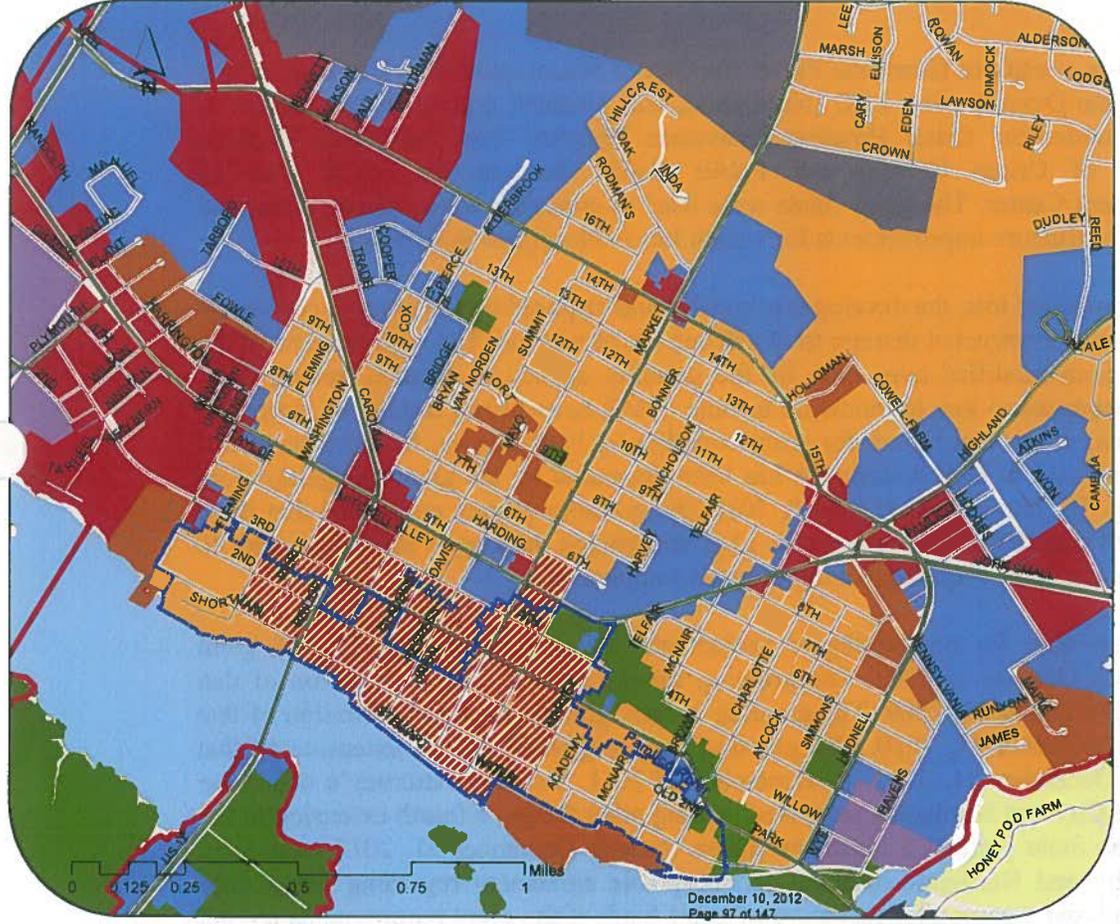
- Legend**
- Airport
 - Extraterritorial Jurisdiction
 - City of Washington Corporate Limits
 - DOT Major Roads
 - Roads
 - Parcels
 - Beaufort County
 - Pitt County
 - Town of Washington Park Planning Area

- Future Land Use**
- Conservation
 - Low Density Residential
 - Medium Density Residential
 - High Density Residential
 - Mixed Use
 - Commercial
 - Heavy Industrial
 - Light Industrial
 - Office & Institutional
 - Airport
 - Commercial Node
 - Neighborhood Commercial Node

CLARION ASSOCIATES
May 2012

City of Washington Comprehensive Plan

Future Land Use Downtown



Legend

- Airport
- Extraterritorial Jurisdiction
- City of Washington Corporate Limits
- DOT Major Roads
- Roads
- Parcels
- Beaufort County
- Pitt County
- Town of Washinton Park Planning Area
- Historic District

Future Land Use

- Conservation
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Commercial
- Heavy Industrial
- Light Industrial
- Office & Institutional
- Airport

Nodes

- Commercial Node
- Neighborhood Commercial Node

December 10, 2012
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CLARION ASSOCIATES
May 2012

MEMORANDUM

DATE: December 4, 2012
TO: Mayor Jennings & Members of City Council
FROM: John Rodman, Director of Planning & Development
Franz Holscher, City Attorney
RE: Report, Northgate Subdivision
Infrastructure Project I-1, CHAF-00-D-133

In 2002 and as a result of Hurricane Floyd, the City of Washington (City), in conjunction with Northgate Development, LLC (Northgate), was awarded a grant in the amount of \$1,620,000 under the Crisis Housing Assistance Program from the North Carolina Department of Crime Control and Public Safety through the North Carolina Redevelopment Center. The grant funds were used to construct water, sewer, street and drainage infrastructure improvements for vacant lots in Northgate Subdivision.

Of the 162 projected lots, the developer originally was required by the grant to convey 81 lots with homes constructed thereon to Hurricane Floyd victims. The requirements of the grant have been modified over time by the granting agency to require, among other things, conveyances to low to moderate income (LMI) households, instead of Hurricane Floyd victims, as the benchmark for grant compliance. Furthermore, the number of lots required to be sold to LMI households has been decreased by the granting agency from 81 to 32 lots. By letter dated August 8, 2012, the granting agency confirmed that there have been 28 qualifying conveyances to LMI households, leaving 4 additional sales to LMI households being required to achieve grant compliance.

The build-out date for the Northgate project and the expiration date for the grant originally was October of 2007. The granting agency granted a first extension of that deadline to December 31, 2009. The granting agency granted a second extension of that deadline to December 31, 2010. The granting agency granted a third extension of that deadline to December 31, 2011. In December of 2011, the City Attorney's office, on behalf of the City and Northgate, requested, among other things, a fourth extension of the deadline. The State granted a fourth extension through December 31, 2012 contingent upon the City and Northgate reaching an acceptable agreement regarding compliance with the grant and a source for recapture of grant funds if the grant requirements are not met.

Initially, a \$250,000 Letter of Credit from Northgate had been established with the City as the beneficiary as a source for recapture of grant funds (measured at \$10,000/lot) to cover any lots that were not sold to LMI households up to 32 (there were 7 qualifying conveyances at that time). As part of the agreement for the second extension of the grant deadline, a replacement \$140,000 Letter of Credit was established in order to provide a source for the recapture of grant funds (there were 18 qualifying conveyances at that time). As part of the agreement for the third extension of the grant deadline, a

replacement \$100,000 Letter of Credit was established in order to provide a source for the recapture of grant funds (there were 22 qualifying conveyances at that time). As part of the agreement for the fourth extension of the grant deadline, a replacement \$70,000 Letter of Credit was established in order to provide a source for the recapture of grant funds (there were 25 qualifying conveyances at that time).

On February 13, 2012, City Council passed a motion that accepted and ratified the current Letter of Credit from Northgate and authorized the City Attorney or the City Manager to effectuate the City's authority thereunder in accordance with its terms at the appropriate time if it becomes necessary.

Over the past year, 3 additional sales have been confirmed by the granting agency as qualifying conveyances, leaving 4 more qualifying conveyances to achieve grant compliance. The build-out deadline for this project expires on December 31st and the current Letter of Credit expires on March 1, 2013. In the letter that formally granted the most recent extension through December 31st, Britne B. Gleason, Agency Legal Specialist, Disaster Housing Section, Division of Emergency Management, North Carolina Department of Crime Control and Public Safety indicated that "as long as the City of Washington, Jason Briley and WHI continue to make progress and can demonstrate such progress to the Disaster Housing Section by December 31, 2012, then the Disaster Housing Section may consider another request for an extension at that time to help achieve consistency with WHI's timeframe. However, the Disaster Housing Section does not guarantee that it will extend the build-out deadline beyond the current extension of December 31, 2012."

Therefore, we are asking the City Council to authorize the City Attorney's office to request another extension of the build-out deadline contingent upon 1) all agreements between the City, Northgate, and the State remaining in effect through the term of the extension and 2) Northgate obtaining and providing the City with a replacement Letter of Credit in the minimum amount of \$40,000 with an expiration date no earlier than 3 months after the date of any new deadline established by a new extension.

We are also asking City Council to reaffirm that, if an extension is not granted and if the State requires the City to recapture grant funds, the City Attorney and/or the City Manager are authorized to effectuate the City's authority under the current Letter of Credit in accordance with its terms; more specifically, to present the bank with a draft to draw down sufficient funds from the current Letter of Credit to satisfy any amount of grant funding that the State requires the City to recapture.



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27589

Phone: 252-975-1280

Fax: 252-974-6461



Human Relations Council (HRC) Report for the month of November Monday December 10, 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

Appoint – Sub-committee for Ed Peed’s Commemoration – the following Board members volunteered to be on the sub-committee in honor of Edward Peed’s Commemoration:

Florence Lodge
Allen Hughes
Betty Moore (citizen)
Councilman Pitt

Chairman O’Pharrow distributed the photos depicting the sign that will be used to display the Ed Peed’s event at Station One.

Chief Rose forwarded a picture of the marker at the Estuarium for the Board to consider as a project. Chief Rose would follow-up with Kristi Hardison or a representative from the Estuarium to get a price quote on the marker. It was discussed that the head stone for Ed Peed at Beebe Park was a shared project expense between the Fire Department and the Human Relations Council.

Vice-chair Cherry reviewed the Board decision last year to purchase a permanent banner for this event.

By motion of Vice-chair Cherry, seconded by Board member Hughes, the Board agreed to invest in a permanent banner to be placed over Main Street in advance of Ed Peed’s day to be held annually on the 3rd Saturday in February at 11:00 am.

Discussion – Ruth’s House – Board member St. Clair informed the Board that a house for Ruth’s House has been purchased and expecting to opened the first of the year (2013).

Discussion – December 11th Meeting – By consensus, the Board agreed having a short meeting and Christmas dinner. Board member St. Clair offered the building at their ranch to house the event (located at 120 Hodges Road). It was recommended the women bring a covered dish and men contribute a monetary donation to cover remaining items. The menu, time, and invitations will follow via email along with the December agenda.

FYI – items addressed at this time – inclusive of October report submitted to City Council, financial report, copy of letter extending invitation to organization in Beaufort County and public notification.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi Roberson, Manager Parks and Recreation
Date: December 10, 2012
Subject: Adopt Recreational Sport Program Agreement
Applicant Presentation: None
Staff Presentation: None

RECOMMENDATION:

I move that City Council adopt the Recreational Sport Program Agreement between youth and adult sports leagues and the City of Washington.

BACKGROUND AND FINDINGS:

On August 29, 2012 City staff, Mayor Jennings, and the City attorney met with the Adult and Youth League Representatives to discuss and receive feedback from them regarding the current Youth Sport Agreement.

The feedback provided was integrated into the Youth Sport Agreement and revised to fit the needs of both youth and adult programs. Thus, we have created the Recreational Sport Program Agreement.

The revisions were sent out to those who attended the meeting for their approval.

The new revisions were presented to the Washington Recreation Advisory Committee during the August and September meeting. A final copy was emailed and mailed to all RAC members for their final approval. There were no objections to the changes.

The mission of the City of Washington Parks and Recreation Department is to provide unlimited access and affordable recreation for all citizens and to create a Priority of Use List for all those organizations that follow the same mission.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Recreational Sport Program Agreement

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *KR* Concur _____ Recommend Denial _____ No Recommendation 12/5/12 Date
December 10, 2012

Recreational Sport Program Agreement
City of Washington
Parks and Recreation Division

THIS AGREEMENT is made and entered into by and between _____ (hereinafter “Sport Program”) and the City of Washington Parks and Recreation Division (hereinafter “City”).

WITNESSETH

WHEREAS, the Sport Program and the City share the vision and goal of providing a fun, learning, competitive and safe environment for recreational sport programs. This Agreement establishes the criteria and conditions under which the Sport Program may utilize the City’s recreational facilities and outlines the respective responsibilities of the Sport Program 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 Sport Program shall perform the following obligations.
 - A. Unless affiliated with a school or church, be governed by a nonprofit corporate entity registered with the North Carolina Department of the Secretary of State and 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 Sport Program shall deliver to the City certificates of insurance for all insurance policies required hereunder. The Sport Program shall, within a reasonable time prior to the expiration of any such policies, 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. The City desires for participation in recreational sport programs that utilize City recreational facilities to be as accessible and affordable for the general public as possible, while recognizing that Sport Program may need to charge a participation fee to offset some of the Sport Program’s costs and expenses that are not covered by sponsorships and other fundraising efforts. In furtherance of the above accessibility and affordability goals, the City shall not charge a fee to Sport

Program for utilization of the City's recreational facilities so long as Sport Program shares these goals and partners with the City by offering its program to the general public and charging a participation or registration fee of \$25.00 or less per participant. If Sport Program does not offer its program to the general public or charges a participation or registration fee of more than \$25.00 per participant, Sport Program shall be responsible for and pay to the City any and all fees applicable to it in accordance with the schedule of fees established by the City Council and maintained by the City.

- E. If Sport Program operates a league or conducts an identifiable season, it shall obtain advance approval from the City for the period of the calendar year during which the league will operate or the season will occur as well as obtain advance approval from the City for all practice, practice game, and game schedules two (2) weeks prior to the respective start dates in order to establish priority. All such approvals shall be attached as an amendment hereto and incorporated herein by reference without the necessity of a written amendment hereof. Any other request from Sport Program to utilize the City's recreational facilities shall be administered in the discretion of the City.
- F. Obtain advance approval from the City for any physical improvement made by Sport Program to the City's facilities.
- G. Follow the "modified, Sport Program" Outdoor Special Events Policy as may be amended, which is incorporated herein by reference, when scheduling preseason as well as post season tournaments and events.
- H. Operate any concession stand facility in accordance with the policies established by the City as may be amended, which are incorporated herein by reference. The Sport Program shall be solely responsible for, among other things, staffing workers and maintaining an inventory of products sold and to be sold. The Sport Program shall also be solely responsible for performing any maintenance and repairs that may be needed to equipment purchased by the Sport Program, or equipment given to the Sport Program by the City, for use in any concession stand facility operated by the Sport Program.
- I. The Sport Program may utilize certain equipment furnished to the Sport Program by the City. The Sport Program 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 Sport Program, 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. Except for the City's maintenance obligation specifically described below, the Sport Program hereby accepts the conditions of the City's facilities "AS IS".
- K. With the exception of the foregoing and field maintenance, the Sport Program shall bear full responsibility for the organization and administration of the Sport Program in accordance with the applicable standards of any parent organization with which the Sport Program may be affiliated.
- L. Adhere to the City's Lighting Policy as may be amended, which is incorporated herein by reference.

II. In exchange for the foregoing, the City shall perform the following obligations.

- A. Maintain all existing recreational facilities, including restrooms, concession stands, press boxes, grounds, fields and ball field lights. The City will use its best efforts to fulfill reasonable maintenance requests from the Sport Program that are reasonably within the City's manpower and that are included in its then current budget.
- B. The City will incur financial responsibility for the utility costs associated with the Sport Program's use of ball field lights.
- C. Obtain any permits that are necessary from the Health Department and ensure that any concession stand 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 any City recreational facility used by the Sport Program for general oversight and facility supervision.
- E. The City will use its best efforts to work with the Sport Program in order to ensure that there is adequate facility space to conduct the Sport Program'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 expertise or at its disposal.

III. Other.

- A. The Parties hereto shall make good faith, reasonable efforts to lower and manage operational costs.
- B. The Sport Program 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 Sport Program.
- C. 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.
- D. In carrying out the responsibilities and obligations of this Agreement, the Sport Program is an independent contractor and/or entity separate and apart from the City and is not an agent or employee of the City.
- E. If either Party wishes to terminate this Agreement, notice of termination must be tendered in writing thirty (30) days prior to termination.
- F. The Sport Program 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 Sport Program's use of the City's property as well as facilities, or the Sport Program.

- 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 Sport Program's use of the City's recreational facilities is contingent upon the Sport Program'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 whatever action may be necessary to enforce this Agreement. The City reserves the right to, among other things, suspend, without recourse from the Sport Program, the Sport Program's right to use the City's recreational facilities until such time as said obligation has been fulfilled or otherwise addressed to the satisfaction of the City. If the City suspends the Sport Program's right to use the City's recreational facilities, the City will consider refunding, but is not obligated to refund, a portion of any fees paid by the Sport Program to the City pursuant to section I.D.

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

**CITY OF WASHINGTON
PARKS AND RECREATION DIVISION**

SPORT PROGRAM

Name: _____

By: _____
Kristi Hardison,
Parks and Recreation Manager
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 Sport Program should affiliate with a generally recognized parent organization for its sport. Unless affiliated with a school or church, the Sport Program should establish a volunteer board of directors that is the decision making body for the Sport Program and adopt by-laws for the Sport Program in accordance with the generally accepted principles of the nonprofit status of the Sport Program or otherwise in compliance with the applicable standards of the parent organization with which the Sport Program is affiliated. All Sport Program 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 Sport Program officials, coaches, and team moms/dads before they assume any Sport Program 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 Sport Program official that any Sport Program official, coach or team mom/dad has subsequently been charged with a criminal offense other than minor offenses or traffic infractions, the Sport Program 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 Sport Program obtain directors and officers insurance and provide a meaningful training program for coaches.
5. Ensure that each child who registers with the Sport Program and complies with the Sport Program'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 Sport Program's board, the City requests that the Sport Program 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: Allen Lewis, Public Works Director *Allen Lewis*
Date: 12-04-12
Subject: Tentatively Award Contract for Drainage Rehabilitation at Warren Field (\$320,058.90), Approve Work Authorization (\$29,300) and Approve Corresponding Purchase Orders.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council tentatively award the contract for drainage rehabilitation at Warren Field Airport to Tri-State Utilities, approve work authorization and approve the corresponding purchase orders.

BACKGROUND AND FINDINGS:

As noted in the attached letter and bid tabulation sheet from John Massey, P.E., of Talbert and Bright, our airport engineers, we received bids from three (3) companies for this work. Tri-State Utilities was the low bidder. The bids have been reviewed by the NCDOT – Division of Aviation, and have met their approval. This work will include repairs to all storm drain pipes under the primary runway, 5-23, as well as the taxiways “B” and “C”. There will also be repairs to a short section of storm drain pipe near the tie-down area and grates will be replaced on some catch basins.

In addition, we are also are looking for the approval of a purchase order for construction phase services for this work. Talbert and Bright, our airport engineers, have submitted a proposal for a work authorization in the amount of \$29,300 for this work. As with the work above, funds from the grant noted in the December 13, 2011 letter from Richard, J. Walls, Director of Aviation for the North Carolina Department of Transportation, will be utilized for this work. The work scope and fee have been reviewed and approved by the NC Division of Aviation.

PREVIOUS LEGISLATIVE ACTION

Budget Ordinance Amendment 03-12-12.

FISCAL IMPACT

Currently Budgeted (Account 37-90-4530-4521) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached letter with bid tab from John Massey, P.E., with Talbert and Bright, and further documentation.

December 10, 2012

City Attorney Review: _____ Date ~~By~~ Page 109 of 147 (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *AL* Concur _____ Recommend Denial _____ No Recommendation 12/5/12 Date

TALBERT & BRIGHT

November 29, 2012

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

RE: Warren Field
Airfield Drainage Rehabilitation
TBI No. 4207-1202

Dear Mr. Lewis:

Bids were received and opened on Tuesday October 30, 2012 for the Airfield Drainage Rehabilitation project at Warren Field. Three bids were received for this project, one from Tri-State Utilities, one from Insituform Technologies and one from Trader Construction Company. Attached please find the certified bid tabulation. We have reviewed the bids received and Tri-State Utilities is the lowest responsive and responsible bidder in the amount of \$218,238.90 for the base bid.

With their bid, Tri-State Utilities indicated that they will meet the 1.0% MBE participation established for the project, however their bid indicated they would only provide 0.5% towards the WBE participation. The WBE goal established for the project was 3.0%. Tri-State Utilities submitted Good Faith Effort documentation since they failed to meet the WBE goal established for the project. The Good Faith Effort documentation was submitted to NCDOT contractual services for their review and consideration. Contractual Services determined that based on the Good Faith Effort submitted by Tri-State Utilities, the WBE goal from the project will be revised to 0.5% and that NCDOT contractual services accepted the bid submitted by Tri-State Utilities.

Tri-State Utilities did provide a bid bond in accordance with the specifications and other bid documents have been properly completed and signed including their MBE/WBE paperwork. Tri-State Utilities is a properly licensed contractor and prequalified with the NCDOT for this work.

The City of Washington has available grant funds plus the 10% local match totaling \$349,475.00 that can be used for Construction and Construction Administration and Resident Project Representative services.

The project bid documents included a bid alternate which will allow the City to include additional pipes to be rehabilitated as part of this project as funding allows. Based on the available funding, five additional pipes and associated improvements, which were included as part of the bid alternate, can be rehabilitated at a cost of \$101,820.00.

ENGINEERING & PLANNING CONSULTANTS

WWW.TALBERTANDBRIGHT.COM

4810 SHELLEY DRIVE WILMINGTON, NORTH CAROLINA 28403-5350 FAX 910.762.6281

WILMINGTON, NORTH CAROLINA • CHARLOTTE, NORTH CAROLINA • RICHMOND, VIRGINIA

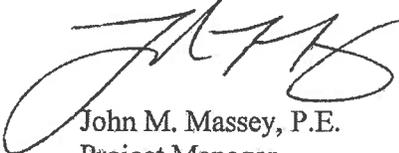
December 10, 2012
Page 110 of 147

Based on review of the bids, Talbert & Bright recommends award of the Base Bid and a portion of the Bid Alternate to the low bidder, Tri-State Utilities in the amount of \$320,058.90. We have reviewed this award with Chastity Clark at the NCDOT Division of Aviation and she has concurred.

Costs for this project will be covered under a new grant through the NCDOT Division of Aviation using the funds remaining from the grant originally awarded as 36244.51.8.1. An application will be forwarded to you under separate cover establishing this new grant.

If you have any questions about the enclosed information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Massey', written over the typed name.

John M. Massey, P.E.
Project Manager

Enclosures

Warren Field
 Airfield Drainage Rehabilitation
 TBI No. 4207-1201
 Bid Date: Tuesday, October 30, 2012 @ 1:00 pm

This Tabulation was prepared by Talbert &
 Bright, Inc. and is correct to the best of
 our knowledge, information, and belief.

By: *[Signature]* Date: 10/31/12

Base Bid - Priority A Pipes			Tri-State Utilities Co. 2111 Smith Avenue Chesapeake, VA 23320 NC General License No: 32168		Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005 NC General License No: 42890		Trader Construction Company PO Drawer 1578 New Bern, NC 28563 NC General License No: 2943			
Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total
1	P-150	Mobilization	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 75,065.00	\$ 75,065.00	\$ 158,000.00	\$ 158,000.00
2	P-156	Temporary Silt Sack	Each	6	\$ 50.00	\$ 300.00	\$ 939.50	\$ 5,637.00	\$ 1,000.00	\$ 6,000.00
3	M-120	Pipe Cleaning and Video Inspection - 36" Pipe from MH 6 to MH 7	LF	470	\$ 18.00	\$ 8,460.00	\$ 20.40	\$ 9,588.00	\$ 25.00	\$ 11,750.00
4	M-121	Priority A - Cured-In-Place Pipe Lining - 12" Pipe From MH1 to MH16	LF	505	\$ 35.62	\$ 17,988.10	\$ 38.90	\$ 19,644.50	\$ 48.00	\$ 24,240.00
5	M-121	Priority A - Cured-In-Place Pipe Lining - 15" Pipe From MH28 to MH29	LF	360	\$ 48.61	\$ 17,499.60	\$ 54.90	\$ 19,764.00	\$ 68.00	\$ 24,480.00
6	M-121	Priority A - Cured-In-Place Pipe Lining -36" Pipe From MH6 to Pipe Outfall	LF	310	\$ 167.04	\$ 51,782.40	\$ 183.70	\$ 56,947.00	\$ 238.00	\$ 73,780.00
7	M-121	Priority A - Cured-In-Place Pipe Lining -36" Pipe From MH6 to MH7	LF	470	\$ 167.04	\$ 78,508.80	\$ 146.40	\$ 68,808.00	\$ 180.00	\$ 84,600.00
8	PSP	Place Borrow Embankment around existing Drainage Structure, Including Seeding and Mulching	Each	6	\$ 1,800.00	\$ 10,800.00	\$ 1,358.20	\$ 8,149.20	\$ 310.00	\$ 1,860.00
9	PSP	Place Borrow Embankment along voids located above rehabilitated pipe lines, including Seeding and Mulching	Each	4	\$ 1,000.00	\$ 4,000.00	\$ 993.20	\$ 3,972.80	\$ 8,000.00	\$ 32,000.00
10	PSP	Install New Grate in Existing Type I Structure	Each	1	\$ 3,900.00	\$ 3,900.00	\$ 1,508.50	\$ 1,508.50	\$ 700.00	\$ 700.00
11	PSP	Install New Grate in Existing Type II Structure	Each	3	\$ 3,200.00	\$ 9,600.00	\$ 1,422.70	\$ 4,268.10	\$ 2,050.00	\$ 6,150.00
12	PSP	Install New Grate in Existing Type III Structure	Each	2	\$ 3,200.00	\$ 6,400.00	\$ 1,508.50	\$ 3,017.00	\$ 1,300.00	\$ 2,600.00
Total - Base Bid:						\$ 218,238.90		\$ 276,369.10		\$ 426,160.00

Warren Field
 Airfield Drainage Rehabilitation
 TBI No. 4207-1201

Bid Date: Tuesday, October 30, 2012 @ 1:00 pm

This Tabulation was prepared by Talbert & Bright, Inc. and is correct to the best of our knowledge, information, and belief.

By: *JTB* Date: 10/31/12

Bid Alternate - Priority A, B, & C Pipes					Tri-State Utilities Co. 2111 Smith Avenue Chesapeake, VA 23320 NC General License No: 32168		Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005 NC General License No: 42890		Trader Construction Company PO Drawer 1578 New Bern, NC 28563 NC General License No: 2943	
Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total	Unit Price	Ext. Total	Unit Price	Ext. Total
1	P-156	Temporary Silt Sack	Each	14	\$ 100.00	\$ 1,400.00	\$ 939.50	\$ 13,153.00	\$ 940.00	\$ 13,160.00
2	M-121	Priority A - Cured-In-Place Pipe Lining -24" Pipe From MH5 to MH19	LF	355	\$ 73.00	\$ 25,915.00	\$ 127.10	\$ 45,120.50	\$ 150.00	\$ 53,250.00
3	M-121	Priority A - Cured-In-Place Pipe Lining -15" Pipe From MH54 to MH43	LF	235	\$ 44.00	\$ 10,340.00	\$ 71.30	\$ 16,755.50	\$ 84.00	\$ 19,740.00
4	M-121	Priority A - Cured-In-Place Pipe Lining - 15" Pipe From MH10 to Pipe Outfall	LF	240	\$ 44.00	\$ 10,560.00	\$ 71.70	\$ 17,208.00	\$ 84.00	\$ 20,160.00
5	M-121	Priority A - Cured-In-Place Pipe Lining -24" Pipe From MH51 to MH45	LF	210	\$ 73.00	\$ 15,330.00	\$ 133.30	\$ 27,993.00	\$ 156.00	\$ 32,760.00
6	M-121	Priority B - Cured-In-Place Pipe Lining - 30" Pipe From MH23 to MH24	LF	480	\$ 126.00	\$ 60,480.00	\$ 133.90	\$ 64,272.00	\$ 157.00	\$ 75,360.00
7	M-121	Priority B - Cured-In-Place Pipe Lining - 30" Pipe From MH24 to Outfall	LF	480	\$ 126.00	\$ 60,480.00	\$ 114.75	\$ 55,080.00	\$ 135.00	\$ 64,800.00
8	M-121	Priority B - Cured-In-Place Pipe Lining - 18" Pipe From MH17 to MH18	LF	75	\$ 105.00	\$ 7,875.00	\$ 139.60	\$ 10,470.00	\$ 164.00	\$ 12,300.00
9	M-121	Priority C - Cured-In-Place Pipe Lining - 12" Pipe From MH11 to MH7	LF	335	\$ 42.00	\$ 14,070.00	\$ 39.50	\$ 13,232.50	\$ 46.00	\$ 15,410.00
10	M-121	Priority C - Cured-In-Place Pipe Lining - 15" Pipe From MH12 to MH15	LF	355	\$ 44.00	\$ 15,620.00	\$ 49.20	\$ 17,466.00	\$ 58.00	\$ 20,590.00
11	M-121	Priority C - Cured-In-Place Pipe Lining - 15" Pipe From MH13 to MH14	LF	355	\$ 44.00	\$ 15,620.00	\$ 49.20	\$ 17,466.00	\$ 58.00	\$ 20,590.00
12	PSP	Place Borrow Embankment around existing Drainage Structure, Including Seeding and Mulching	Each	14	\$ 1,800.00	\$ 25,200.00	\$ 1,358.20	\$ 19,014.80	\$ 310.00	\$ 4,340.00
13	PSP	Place Borrow Embankment along voids located above rehabilitated pipe lines, including Seeding and Mulching	Each	10	\$ 1,000.00	\$ 10,000.00	\$ 966.30	\$ 9,663.00	\$ 10,000.00	\$ 100,000.00
14	PSP	Install New Grate in Existing Type I Structure	Each	4	\$ 3,900.00	\$ 15,600.00	\$ 1,675.00	\$ 6,700.00	\$ 750.00	\$ 3,000.00
15	PSP	Install New Grate in Existing Type II Structure	Each	7	\$ 3,200.00	\$ 22,400.00	\$ 1,342.10	\$ 9,394.70	\$ 2,200.00	\$ 15,400.00
16	PSP	Install New Grate in Existing Type III Structure	Each	3	\$ 3,200.00	\$ 9,600.00	\$ 1,675.00	\$ 5,025.00	\$ 1,500.00	\$ 4,500.00



Concurrence in Procedures

November 20, 2012

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

Subject: Drainage Rehabilitation Project
Warren Field Airport

Dear Mr. Allen Lewis:

Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) advertised goals with the MBE goal of 1.0% and WBE goal of 3.0% were established for this project. The MBE goal was achieved by the apparent responsive low bidder Tri-State Utilities Company. The WBE goal was not achieved by the apparent responsive bidder Tri-State Utilities Company.

The advertised goal for the subject project was set at:

MBE = 1.0%
WBE = 3.0%

The bid proposal indicates that the following participation was submitted:

MBE = 1.0%
WBE = 0.5%

Tri-State Utilities Company has submitted satisfactory information demonstrating to the NCDOT that they met/exceeded the MBE advertised goal requirement. Tri-State Utilities Company has not met the WBE advertised goal requirement. The NCDOT has conducted a review of the supporting WBE good faith effort documentation required for this project and concurs.

Therefore, the contract requirement for the subject project is:

MBE = 1.0%
WBE = 0.5%

Accordingly, we recommend that the NCDOT accept this bid submitted by Tri-State Utilities Company.

Sincerely,

Michael McKoy
State Contractor Utilization Engineer

MM/arm

cc: Mr. C.E. (Neil) Lassiter, PE, Division Engineer
Ms. Theresa (Terry) Canales, PE, State Contractual Services Engineer
Mr. Michael McKoy, State Contractor Utilization Engineer
Mr. Shelton Russell, Director of Business Opportunity and Workforce Development
Ms. Chastity Clark, PE, Airport Project Manager, Division of Aviation
Mr. Steven A. McSweeney, Tri-State Utilities Company.
Mr. John Massey, PE, Project Manager Talbert & Bright, Inc.

Bid Summary

Warren Field

Airfield Drainage Rehabilitation

Summary of Award and Funding Available

	Tri-State Utilities Co.	
Total - Base Bid	\$	218,238.90
Bid Alternate (Select Pipes)	\$	101,820.00
Total - Base Bid & Bid Alternate	\$	320,058.90
CA and RPR	\$	29,300.00
Total Cost	\$	349,358.90
Total Available Funds	\$	349,475.00

Warren Field
 Airfield Drainage Rehabilitation
 TBI No. 4207-1201
 Award Scenario - Base Bid

Base Bid - Priority A Pipes					Tri-State Utilities Co. 2111 Smith Avenue Chesapeake, VA 23320 NC General License No: 32168	
Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total
1	P-150	Mobilization	LS	1	\$ 9,000.00	\$ 9,000.00
2	P-156	Temporary Silt Sack	Each	6	\$ 50.00	\$ 300.00
3	M-120	Pipe Cleaning and Video Inspection - 36" Pipe from MH 6 to MH 7	LF	470	\$ 18.00	\$ 8,460.00
4	M-121	Priority A - Cured-In-Place Pipe Lining - 12" Pipe From MH1 to MH16	LF	505	\$ 35.62	\$ 17,988.10
5	M-121	Priority A - Cured-In-Place Pipe Lining - 15" Pipe From MH28 to MH29	LF	360	\$ 48.61	\$ 17,499.60
6	M-121	Priority A - Cured-In-Place Pipe Lining -36" Pipe From MH6 to Pipe Outfall	LF	310	\$ 167.04	\$ 51,782.40
7	M-121	Priority A - Cured-In-Place Pipe Lining -36" Pipe From MH6 to MH7	LF	470	\$ 167.04	\$ 78,508.80
8	PSP	Place Borrow Embankment around existing Drainage Structure, including Seeding and Mulching	Each	6	\$ 1,800.00	\$ 10,800.00
9	PSP	Place Borrow Embankment along voids located above rehabilitated pipe lines, including Seeding and Mulching	Each	4	\$ 1,000.00	\$ 4,000.00
10	PSP	Install New Grate in Existing Type I Structure	Each	1	\$ 3,900.00	\$ 3,900.00
11	PSP	Install New Grate in Existing Type II Structure	Each	3	\$ 3,200.00	\$ 9,600.00
12	PSP	Install New Grate in Existing Type III Structure	Each	2	\$ 3,200.00	\$ 6,400.00
Total - Base Bid:					\$ 218,238.90	

Warren Field
 Airfield Drainage Rehabilitation
 TBI No. 4207-1201
 Award Scenario - Bid Alternate

Bid Alternate - Priority A, B, & C Pipes					Tri-State Utilities Co. 2111 Smith Avenue Chesapeake, VA 23320 NC General License No: 32168	
Item	Spec.	Description	Unit	Quantity	Unit Price	Ext. Total
1	P-156	Temporary Silt Sack	Each	7	\$ 100.00	\$ 700.00
2	M-121	Priority A - Cured-In-Place Pipe Lining -24" Pipe From MH5 to MH19	LF	355	\$ 73.00	\$ 25,915.00
3	M-121	Priority A - Cured-In-Place Pipe Lining -15" Pipe From MH54 to MH43	LF	235	\$ 44.00	\$ 10,340.00
4	M-121	Priority A - Cured-In-Place Pipe Lining - 15" Pipe From MH10 to Pipe Outfall	LF	240	\$ 44.00	\$ 10,560.00
5	M-121	Priority A - Cured-In-Place Pipe Lining -24" Pipe From MH51 to MH45	LF	210	\$ 73.00	\$ 15,330.00
6	M-121	Priority B - Cured-In-Place Pipe Lining - 30" Pipe From MH23 to MH24	LF		\$ 126.00	\$ -
7	M-121	Priority B - Cured-In-Place Pipe Lining - 30" Pipe From MH24 to Outfall	LF		\$ 126.00	\$ -
8	M-121	Priority B - Cured-In-Place Pipe Lining - 18" Pipe From MH17 to MH18	LF	75	\$ 105.00	\$ 7,875.00
9	M-121	Priority C - Cured-In-Place Pipe Lining - 12" Pipe From MH11 to MH7	LF		\$ 42.00	\$ -
10	M-121	Priority C - Cured-In-Place Pipe Lining - 15" Pipe From MH12 to MH15	LF		\$ 44.00	\$ -
11	M-121	Priority C - Cured-In-Place Pipe Lining - 15" Pipe From MH13 to MH14	LF		\$ 44.00	\$ -
12	PSP	Place Borrow Embankment around existing Drainage Structure, Including Seeding and Mulching	Each	8	\$ 1,800.00	\$ 14,400.00
13	PSP	Place Borrow Embankment along voids located above rehabilitated pipe lines, including Seeding and Mulching	Each	5	\$ 1,000.00	\$ 5,000.00
14	PSP	Install New Grate in Existing Type I Structure	Each	3	\$ 3,900.00	\$ 11,700.00
15	PSP	Install New Grate in Existing Type II Structure	Each		\$ 3,200.00	\$ -
16	PSP	Install New Grate in Existing Type III Structure	Each		\$ 3,200.00	\$ -
Total - Bid Alternate:						\$ 101,820.00

*Note: Does not include installation of new grates on Structure 43, 45, 51 and 54.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

December 13, 2011

The Honorable Archie Jennings, Mayor
City of Washington
PO Box 1988
Washington, NC 27889

Dear Mayor Jennings:

On behalf of Governor Beverly Eaves Perdue, Transportation Secretary Eugene A. Conti, Jr., and the NC Board of Transportation, please be advised that state funds have been allocated under the State Aid to Airports Program for Warren Field for State Fiscal Year (FY) 2011-12.

The specific work elements and funding approved is as shown below.

Project #	Description	State Funds	Local Funds
36244.51.8.1	Airfield Drainage Repairs	\$345,000	\$38,333

The NCDOT-Division of Aviation appreciates your commitment and contribution to our state aviation system. With aviation partners like you, North Carolina will continue to be *First in Flight....*

Sincerely,

Richard J. Walls, P.E.
Director of Aviation

RJW/ncs

Attachment

cc: Governor Beverly Eaves Perdue
Eugene A. Conti, Jr., Secretary, NCDOT
Paul Morris, FASLA, NCDOT Deputy Secretary for Transit
Richard Burr, United States Senate
Kay Hagan, United States Senate
G.K. Butterfield, United States Congress
Walter Jones, Jr., United States Congress
Hugh Overholt, BOT Representative
Leigh McNairy, BOT At-Large Member

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1580 MAIL SERVICE CENTER
RALEIGH NC 27699-1580

TELEPHONE: 919-840-0112
FAX: 919-840-9287

LOCATION:
RDU AIRPORT
1050 MERIDIAN DRIVE
RDU NC 27623

WEBSITE: www.ncdot.org
December 10, 2012
Page 119 of 147



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: November 28, 2012
Subject: Accept Grant Award, authorize City Manager to sign contract grant agreement, and adopt the Grant Project Ordinance and the Budget Ordinance Amendment.
Applicant Presentation: John Rodman, Planning & Development
Staff Presentation: Matt Rauschenbach, Finance Director

RECOMMENDATION:

I move that the City Council accept the grant award from the NC Department of Environment and Natural Resources, adopt the grant project ordinance in the amount of \$300,000, adopt the budget ordinance amendment, and authorize the City Manager to sign the Grant Agreement.

BACKGROUND AND FINDINGS:

The NC Department of Environment and Natural Resources has awarded funds in the amount of \$200,000 for the Public Beach and Coastal Waterfront Access Program to help construct the Lighthouse Restrooms and Dockmaster Station located on Stewart Parkway. Additional funds have been awarded thru the BIG grant.

PREVIOUS LEGISLATIVE ACTION

City Council – approved submission of grant – 2010
Received Award Letter – 2011
Received Grant Agreement – 2012

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Project Narrative
- Copy of Funding Approval
- Copy Grant Agreement
- Project Budget Ordinance

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JR* Concur _____ Recommend Denial _____ No Recommendation

12/5/12 _____ Date
December 10, 2012
Page 120 of 147

**GRANT PROJECT ORDINANCE FOR WATERFRONT RESTROOM
GRANT AWARD
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is to provide funds for the design and construction of a restroom facility on the waterfront.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the grant agreements and documents.

Section 3. The following amounts are appropriated for the project:

78-40-6124-0401	Planning & Design	\$ 40,000
78-40-6124-4500	Construction	245,000
78-40-6124-9990	Contingency	<u>15,000</u>
	Total	\$300,000

Section 4. The following revenue is anticipated to be available to complete this project:

78-40-3460-3000	PARTF Grant Funds	\$ 50,000
78-40-3470-0000	Public Access Grant Funds	200,000
78-40-3352-0000	City Contribution- Trans. Gen. Fund	<u>50,000</u>
	Total	\$300,000

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the Public Access and PARTF grant agreements.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments that are due. Reimbursement requests should be made to the granting agency in an orderly and timely manner.

Section 7. The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this grant project in every budget submission made to the City Council.

Section 9. Copies of this grant project ordinance shall be furnished to the City Clerk, Budget Officer, and Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall become effective upon its adoption.

Adopted this the 10th day of December, 2012.

MAYOR

ATTEST:

CITY CLERK

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$50,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-00-4400-6200, Transfer to Capital Projects, Miscellaneous portion of the General Fund appropriations budget be increased in the amount of \$50,000 to provide funds for the waterfront restroom grant project.

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 10th day of December, 2012.

MAYOR

ATTEST:

CITY CLERK



STATE OF NORTH CAROLINA
OFFICE OF THE GOVERNOR
20301 MAIL SERVICE CENTER • RALEIGH, NC 27699-0301

BEVERLY EAVES PERDUE
GOVERNOR

June 22, 2011

The Honorable Archie Jennings
Mayor, City of Washington
328 West Main Street
Washington, North Carolina 27889

Dear Mayor Jennings:

I am pleased to announce that the City of Washington has been awarded a public access grant of \$200,000 through the North Carolina Coastal Management Program.

The Division of Coastal Management in the Department of Environment and Natural Resources will be administering this grant. If you have any questions concerning this grant, please contact John Thayer in our Morehead City District office at 252-808-2808.

Congratulations on being selected for this grant. I hope these funds will help you as you work to provide better public access to our beautiful coastal beaches and waterways.

Sincerely,

A handwritten signature in black ink that reads "Beverly Eaves Perdue".

Beverly Eaves Perdue

cc: James H. Gregson
Division of Coastal Management



STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***1364

This Contract is hereby made and entered into this **1st day of December, 2012**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and **CITY OF WASHINGTON**, (the "Grantee") (referred to collectively as the "Parties").

1. Contract Documents: This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- (1) Grant Contract No. 5026
- (2) General Terms and Conditions (Attachment A)
- (3) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment B)

The following documents by reference are incorporated as part of the Grant Contract and are on file with the Division of Coastal Management:

- (1) North Carolina Public Beach and Coastal Waterfront Access Fund 2010-2011 Grant Pre- application RFP packet- May 22, 2010.
- (2) City of Washington 2010-2011 Pre-application submission: Waterfront Promenade Bathhouse July 22, 2010.
- (3) North Carolina Public Beach and Coastal Waterfront Access Fund 2010-2011 Grant Final Application RFP packet- August 25, 2010.
- (4) City of Washington Final Application submission: Waterfront Promenade Bathhouse October 28, 2010.

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

- 2. Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 3. Contract Period:** This Contract shall be effective on **December 1, 2012** and shall terminate on **June 30, 2014**.
- 4. Project Period:** The Grantee begins the project on **December 1, 2012**. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on **June 30, 2014**.
- 5. Grantee's Duties:** The Grantee provides the project as described in Attachment B **North Carolina Public Beach and Coastal Waterfront Access Program** and in accordance with the approved budget in Attachment B.
- 6. Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Receipts	CAMA PARTF Funds	

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$200,000.00	1604	536993	4L5H

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

In-Kind	\$
Cash	\$
Cash and In-Kind	\$
Cash and/or In-Kind	\$
Other / Specify:	\$

- c. The Grantee's matching requirement is **\$10,500.00**, which shall consist of:

In-Kind	\$
Cash	\$10,500.00
Cash and In-Kind	\$
Cash and/or In-Kind	\$
Other / Specify:	\$

- d. The Grantee has committed to an additional **\$10,500.00 (In-Kind)** to complete the project as described in Attachment B.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$221,000.00**.

7. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

8. Reporting Requirements:

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial

statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. Payment Provisions:

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment B

10. Invoices: The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

11. Contract Administrators: Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:	
John Thayer Division of Coastal Management 400 Commerce Ave: Morehead City, North Carolina, 28557 Telephone: (252) 808-2808 Email: john.thayer@ncdenr.gov	

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
John Rodman City of Washington P.O. Box 1988 Washington, NC 27889 Telephone: (252) 975-9384 Fax: (252) 946-1965 Email jrodman@washingtonnc.gov	Same

12. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.
13. **Supplantation of Expenditure of Public Funds:**
The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for **North Carolina Public Beach and Coastal Waterfront Access Program** services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.
14. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.
15. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.
16. **Assurances For Non-Federally Funded Contracts:** The GRANTEE certifies that with regard to:
1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 2. **Lobbying** - To the best of his or her knowledge and belief, that:
 - (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government

body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.

- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Drug-Free Work Place Requirements** - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

- 4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
- 5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
- 6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

17. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

CITY OF WASHINGTON

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Dee Freeman, Secretary

By _____
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Michael G. Bryant

Type / Printed Name

Title

Director, Division of Purchase & Services

Title

ORIGINAL

General Terms and Conditions
Governmental Entities
May 1, 2011

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

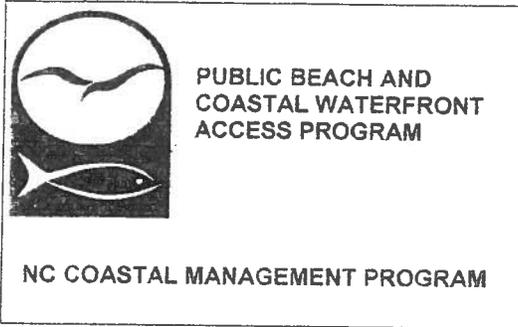
profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."



City of Washington Waterfront Promenade Lighthouse Restrooms 2011

North Carolina Public Beach and Coastal Waterfront Access Program

Site Location/ Address: Between the Stewart Parkway and Pamlico River in the City of Washington, Beaufort County.

Local Government: City of Washington

Federal ID #: [REDACTED]

Local Administrator of this Project:

John Rodman, Planning Director
P.O. Box 1988
Washington, NC 27889
Ph: 252-975-9384
Fax: 252-946-1965
_jrodman@washingtonnc.gov

Project Description: The construct a two story structure designed to resemble the decommissioned Pamlico Point Shoal Lighthouse. The structure will feature bathroom, laundry, and shower areas on the ground floor and an outer deck viewing as part of the second story. Other improvements within the second story are being funded separately through a BIGP grant program. The intent of the project is to serve the boating and non-boating public.

Site Description: The project is an addition to 3,922 linear foot boardwalk and promenade along the Tar-Pamlico River. The location is just south of the intersection of Main St. and the Stewart Parkway. Also adjacent the site are both finger piers and transient boating docks. The site is within the Town's Historic District.

A. REGIONAL LOCATION MAP: (See Exhibit A)

B. VICINITY MAP: (See Exhibit B)

C. STRUCTURE PROFILE: (On File)

D. OTHER REQUIREMENTS, GUIDANCE AND CONDITIONS:

1. Costs ineligible for grant award reimbursement or local match, unless specifically included in project description:
 - a. Environmental Assessments other than preliminary work associated with site planning and wetland delineation.
 - b. Remediation Plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for non-cash in-kind match.
2. Other state and federal requirements:
 - a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.

- b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.
3. Project signage, retention of use, and operation and maintenance:
- a. The community is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.
 - b. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DENR/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DENR to seek repayment of previously granted funds for site acquisition and improvements.
 - c. The community is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DENR/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
 - d. Development plans and specifications are required to be available for review by DENR/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DENR/DCM for prior approval.
 - e. Retention of Use: Any property acquired or developed with grant assistance is required to be retained and used for public access. The community is required to agree to transfer title to any real property acquired with the grant funds to DENR if the local government uses the property for a purpose other than public access; or the local government shall reimburse the State with an equal percentage of access grant funds, at current market value.
 - f. Operation and Maintenance: The community is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract. Acquired or developed property is required to be operated and maintained as follows:
 1. The property must be maintained in such a manner that DENR/DCM finds it to appear attractive and inviting to the public.
 2. Sanitation must be kept at reasonable standards for public use. Fire protection and other similar services must be maintained in accordance with applicable state and local public health standards.
 3. Properties must be kept reasonably safe for public use. The community will determine the level of maintenance and supervision necessary to maintain the facility in a safe condition.
 4. Buildings, roads, and other structures and improvements must be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
 5. Buildings, roads, and other structures and improvements must be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
 6. Reasonable user fees may be assessed, as long as those fees are used exclusively for the operation and maintenance of the access facility and/or other public access facilities within the local jurisdiction. Local governments shall provide biannual accounting reports for fees generated by CAMA-funded access sites. Accounting reports may be

included in Biannual LUP Implementation Status Reports required under 15A NCAC 7L.0511.

- g. Reasonable Use Limitations: The use of property acquired or developed with grant assistance may not be changed from that proposed and approved in the grant award, unless approval is obtained from DENR/DCM. The community may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with grant assistance when such a limitation is necessary for maintenance or preservation. All limitations will be required to be in accord with the applicable grant contract.
4. Use of Proceeds of Sales of assisted areas and facilities: The proceeds of sale of assisted areas and facilities will be required to be held by DENR/DCM or community and be disposed of only in accordance with a plan approved by DENR/DCM.
5. Notice of Limitations of Use and Restrictions: The community and/or owner of the real property acquired or improved with grant funds awarded is required to file in the office of the local Register of Deeds a Notice of Limitation of Use and Restrictions that sets forth the land-use restrictions outlined in the grant award contract and to provide a copy to DENR/DCM.

Local Government: City of Washington

Project: Waterfront Promenade Lighthouse Restrooms

E. BUDGET SUMMARY

	Grant Assistance Requested	Local Cash Contribution	Local In-Kind Contribution	TOTAL
Land Acquisition Costs	NA			NA
Subtotal				
Permit and Design & Construction Management Fees:	\$21,000	\$10,500		\$31,500
Subtotal	\$21,000	\$10,500		\$31,500
Site Improvement Costs:	\$23,500			\$23,500
Site Work Preparation				
Site Utilities	\$13,800			\$13,800
Foundation/slab/ sidewalks	\$18,600			\$18,600
Structural Steel/Masonry	\$32,100			\$32,100
Roofing	\$8,700			\$8,700
Doors/Hardware	\$6,200			\$6,200
Glass & Glazing	\$3,300			\$3,300
Painting	\$15,750			\$15,750
Tile	\$9,100			\$9,100
Toilet Partition/Accessories	\$8,900			\$8,900
Shower & Laundry Acc.	\$10,400			\$10,400
Plumbing/Mechanical/Elect.	\$28,600			\$28,600
Subtotal	\$179,000			\$179,000
Local Administrative Costs:				
In-kind				
City Staff			\$10,500	\$10,500
Subtotal			\$10,500	\$10,500
TOTAL BUDGET-Cash	\$200,000	\$10,500		\$210,500
Total Budget w/Non-cash			\$10,500	\$221,000

*** If permitted by the separate BIGP Grant received by the City; the cash match for that project can be used also for non-cash match for this project provided this grant is not used for match likewise.

Attachment A: Contract no 05026

Below is the Project Timeline for the grant award. Progress monitoring will occur at 6-month intervals for the duration of the 18-month contract. Adjustments to the timeline will require approval by the Contract Administrator.

F. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. Non-cash match is not illustrated or represented in this chart. However, non-cash match documentation must still be reported at the time of project closeout.

PROJECT SCHEDULE & ACTIVITIES CHART

Grant: \$ 200,000

Cash Match: \$ 10,500

Total Cash: \$ 210,500

Non-cash Match: \$10,500

Total Project Cost: \$ 221,000

<p>% of total work to be completed 25.7% Grant funds: \$ 43,580 Local funds: \$ 10,500 \$ 54,080</p>	<p>Project Period 1</p> <ul style="list-style-type: none"> • Final Design • Permitting • Site preparation
<p>% of total work to be completed 20.6% Grant funds: \$ 43,387 Local funds to be spent: \$ 0</p>	<p>Project Period 2</p> <ul style="list-style-type: none"> • Utilities installation • Exterior Construction
<p>% of total work to be completed 43.7% Grant funds: \$ 92,033 Local funds to be spent: \$ 0</p>	<p>Project Period 3</p> <ul style="list-style-type: none"> • Complete exterior construction • Interior construction
<p>% of total work to be completed 10%* Grant funds to be spent: \$ 21,500 Local funds to be spent: \$ 0</p>	<p>Project Period 4</p> <ul style="list-style-type: none"> • Construction complete and closeout paperwork submitted

*The final project period includes a holdback of 10% of the grant award, which is retained until a closeout packet is received and approved by the District Planner/Contract Administrator.

G. PROJECT/CONSTRUCTION/PROCESSES/REPORTING BY THE APPLICANT

1. The project will be required to be completed consistent with 15A NCAC 7M SECTION .0303, as are all deliverables outlined in the "Project Schedule and Activities Chart".
2. The DENR/DCM will withhold the initial payment of grant funds until the community has documented expenditure of the local cash match sum. The in-kind services match is to be documented by the community and delivered to DCM with contract closeout materials.
3. Consistent with the "Project Schedule & Activities Chart", the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.
4. Grant funds will not be disbursed until a Title Opinion for the site has been submitted to and approved by the local District Planner/Contract Administrator.
5. No construction credited towards the grant is to occur prior to the receipt of all required local, state, and federal permits. Coordination with permitting agency personnel will be required to assure the least amount of impact on coastal resources.
6. *If the community subcontracts with a company engaged in another project(s) for the locality, all accounting and reporting specific to the project associated with the grant award will be required to be wholly separate from that of the other project(s).*

Reimbursement of project cost:

7. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 30 days after the end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.
8. The community is required to maintain and make available to DENR/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DENR/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of three years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project's contract number assigned by the State.
9. Community will be required to agree to refund to DENR/DCM, subsequent to an audit of the project financial records by DENR/DCM, any funds not expended in compliance with the grant contract.

10. Cash and Non-Cash In-kind Contributions (General): Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:
- a. Are provided for in the project budget approved by DCM;
 - b. Are verifiable from the local government's records;
 - c. Are necessary and reasonable for proper and efficient completion of the project;
 - d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;
 - e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
 - f. Do not include N.C. state sales tax; and
 - g. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas, cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the access project.

11. Cash Contributions: Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.
12. Site Amenities: The cost of other amenities purchased by the local government during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction. Examples include park benches, bike racks, water fountains, trashcans and lights.
13. Rental of Construction Equipment: If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds. (Also see 15b below)
14. State and Federal Funds: State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs. Such funds must be identified within the project budget chart. Local government employee salaries do not qualify as cash match, but may be counted toward non-cash in-kind match.
15. In-kind Contributions: Local in-kind non-cash contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.
- a. Site Assessments: Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-

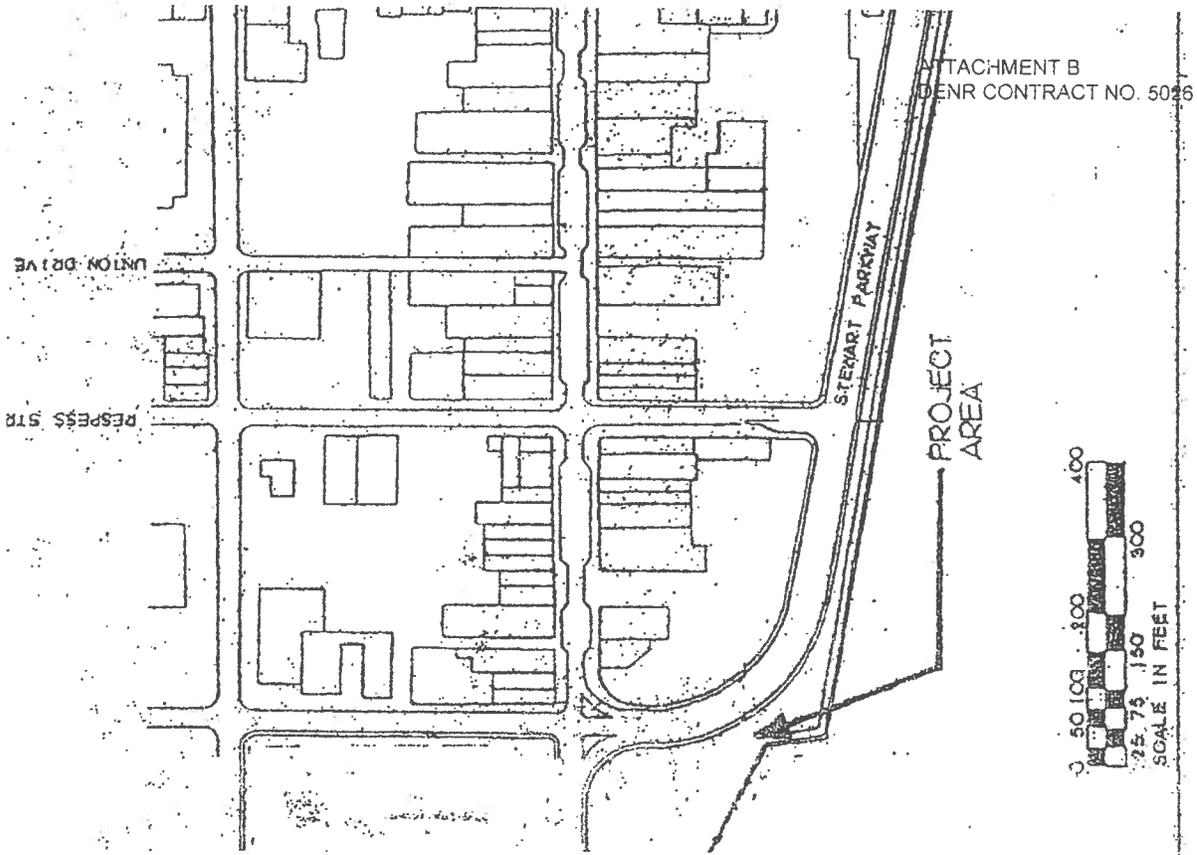
kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the District Planner/Contract Administrator can require a more current appraisal.

- b. Donations of Property and Services: Land/Structures - If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of the land must be a private or non-profit organization, or individual. The community must provide a five-year history of conveyance for the property. Land that is transferred to the community due to a statute or rule is not considered a donation. If a landowner is proposing to sell land to the community for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the applicant. Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.
 - c. Property Lease: Lease arrangements must be for the life of the project (generally 25 years). When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
 - d. Professional Fees: If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All volunteer services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.
 - e. Construction Equipment: The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value.
 - f. Building Materials, Site Amenities and Landscaping Materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.
16. FEMA Buyout Properties: Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout is not in conflict with the proposed improvements. Use of recent buyout property's value as non-cash in-kind match may be considered similarly as previously purchased or donated property.
17. Volunteer Services: The eligibility of volunteer services as in-kind contribution is limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid.

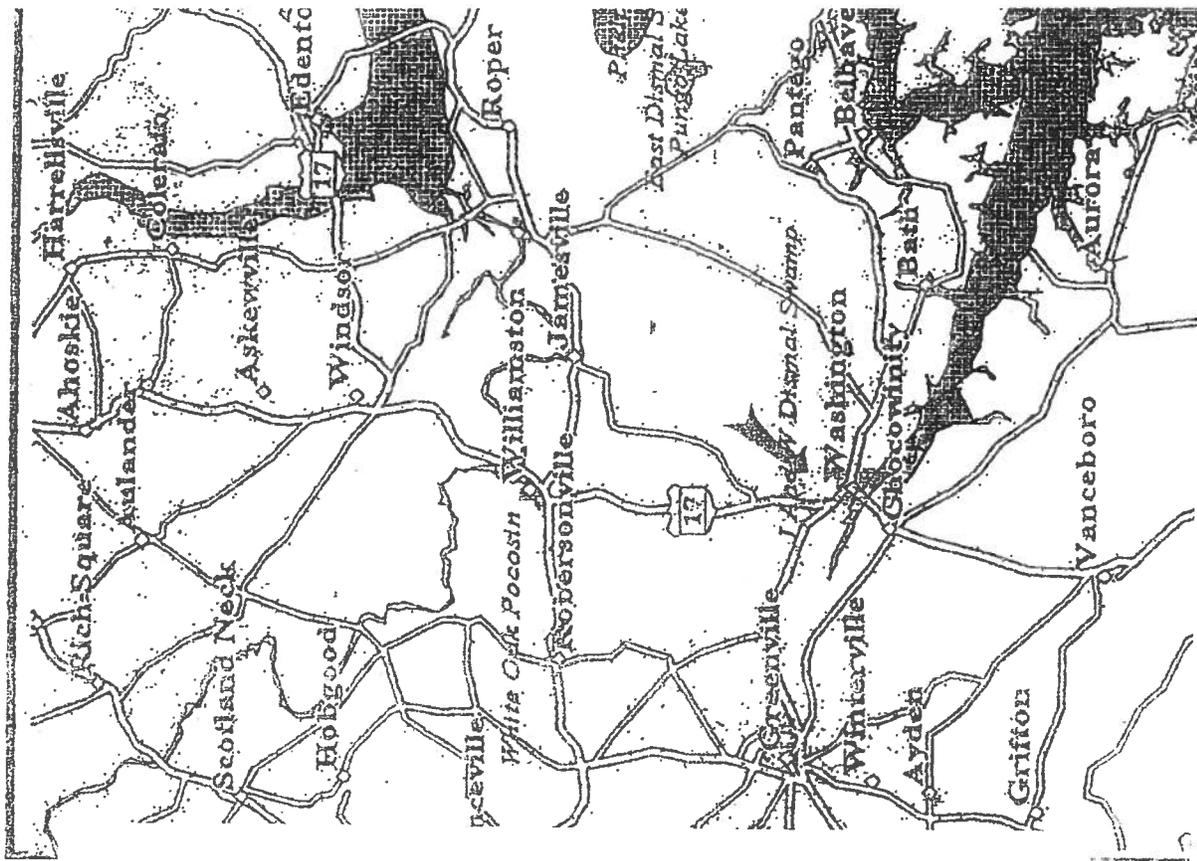
All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.

- a. Excluded from volunteer services are prison labor, court-required community service and other work programs, and volunteer civic groups.
- b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by DCM, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

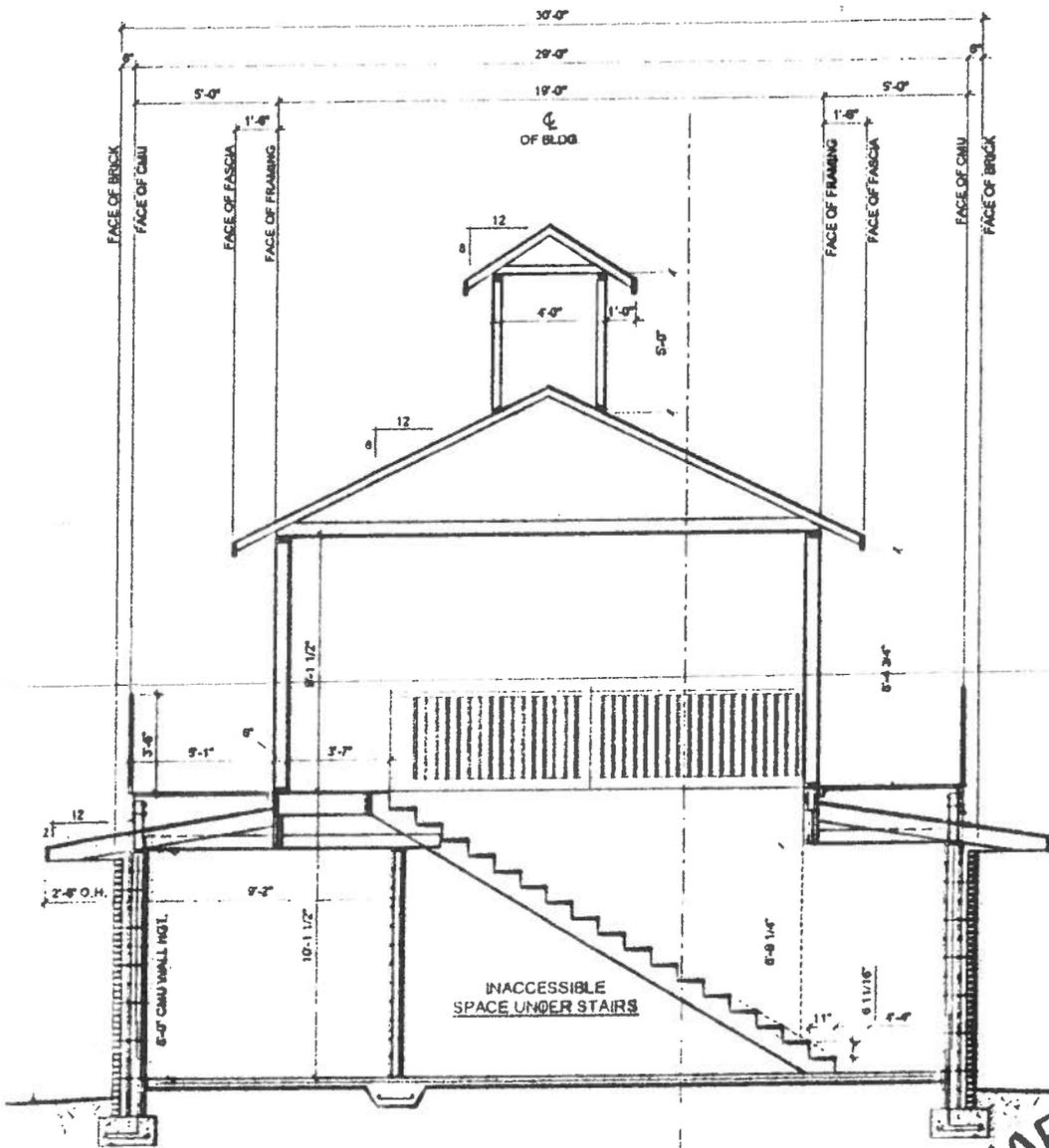
18. Site Control: The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities would be located. The community must submit copies of the deed or of the signed lease or easement, as well as the opinion by the community's attorney, regarding site control as part of the Final Application submittal. *Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart.* Leases and easements shall be recorded in a similar manner as Section D., Condition 4.
19. Joint-Use Agreement: Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DENR. (Also see Condition 18)



Contract 05026 EXHIBIT B VICINITY LOCATION



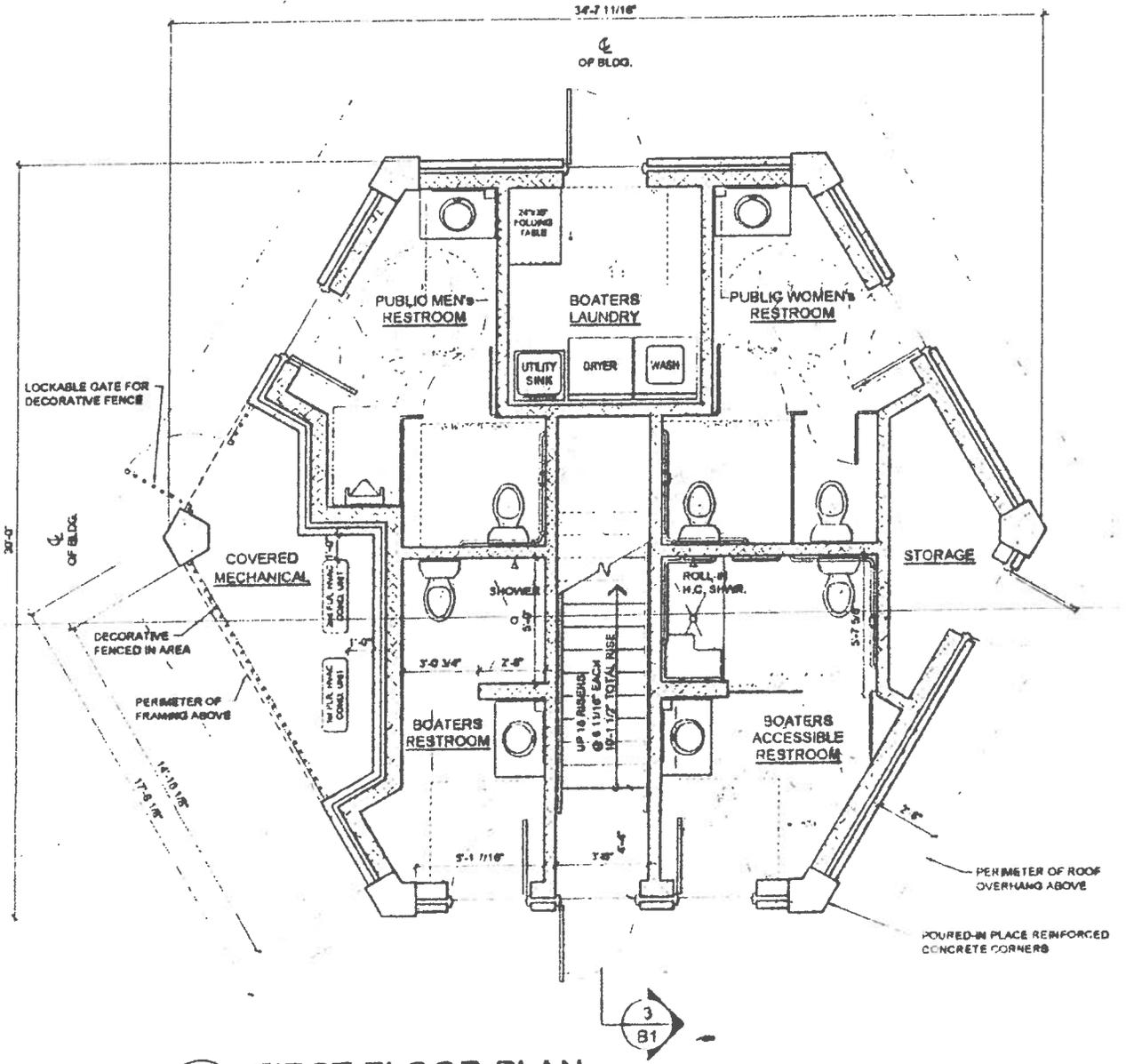
Contract 05026 EXHIBIT A REGIONAL LOCATION



3 DETAIL
 B1 BUILDING SECTION STUDY

SCALE

**PRELIMINARY CONCEPT DRAWING
 NOT FOR CONSTRUCTION**

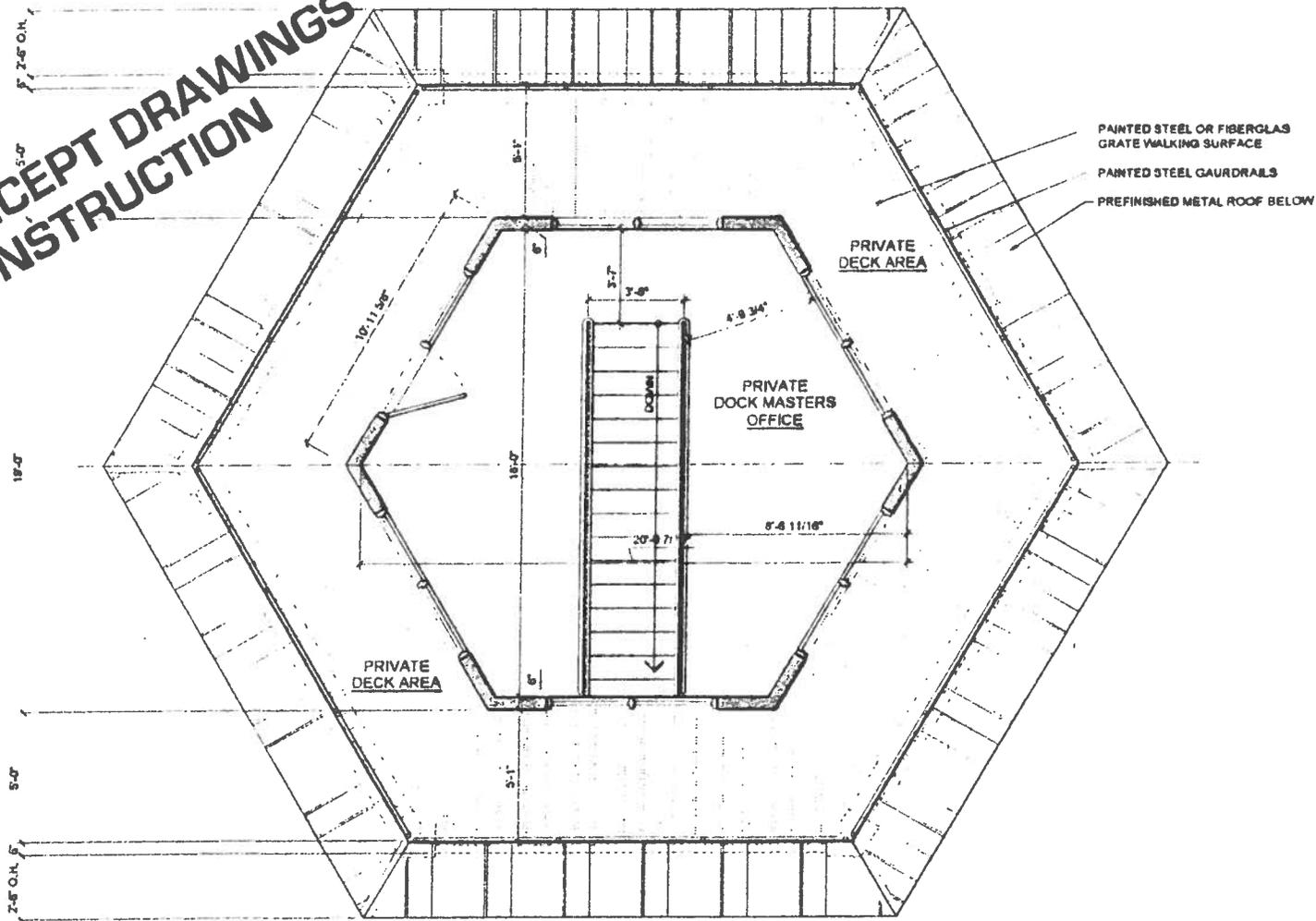


1
B1

FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"

CONCEPT DRAWINGS
OR CONSTRUCTION



2
B1

SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"