

The Washington City Council met in a continued session on Monday, November 22, 2010 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; Rev. Edward Moultrie, Councilman; William Pitt, Councilman; Gil Davis, Councilman; James C. Smith, City Manager; Interim City Manager, Pete Connet; and Cynthia Bennett, City Clerk.

Also present were: Matt Rauschenbach, Chief Financial Officer, Philip Mobley, Parks and Recreation Director; Robbie Rose, Fire Chief; John Rodman, Planning Director; Mick Reed, Police Chief; Gloria Moore, Library Director; and Mike Voss, of the Washington Daily News.

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

#### **APPROVAL/AMENDMENTS TO AGENDA**

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

#### **APPROVE AND AUTHORIZE – CITY MANAGER TO EXECUTE LEASE AGREEMENT WITH NC WILDLIFE RESOURCES COMMISSION FOR THE HAVENS GARDENS BOAT RAMP**

Mayor Jennings noted this item was discussed in detail during the November 16<sup>th</sup> special meeting.

Councilman Mercer questioned Mr. Mobley, Director of Parks and Recreation concerning the lease boundaries on this map being completely different from the last map. Mr. Mobley stated this was a map of the whole area and they will be working on the whole area. Mr. Mobley stated this is showing that NC Wildlife Resources Commission will be doing the two piers and the ramps that are in and under the water. Mr. Smith brought to Council's attention that the State would rehab, retrofit and upgrade the facility and then turn it back to the City but there would be no lease and Mayor Pro tem Roberson agreed. Councilman Mercer expressed his concern with the way the memo was written. Mayor Jennings noted that the Council action item stated lease agreement and it shouldn't but what we are actually agreeing to is the City will not charge a fee for a period of time which we don't charge a fee today. This is just to clarify that the City is not giving control of the property to North Carolina Wildlife Resources Commission. Mr. Holscher noted the only difference in the document before Council and the document last week is the obligation to maintain the landing has moved from the Wildlife Resources Commission to the City under paragraph 3 and the City actually increased the term of the agreement from 25 years to 50 years. This is not a lease but is a Memorandum of Agreement.. The City has an obligation for 50 years of having there sign up and the public has use of the area free of charge. The City will maintain the property after that point and time.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council approved and authorized the City Manager to execute an agreement with the North Carolina Wildlife Resources Commission for the Havens Gardens Boat Ramp Area. Motion carried by 4-1 with Councilman Mercer opposing.

Councilman Mercer noted he was not opposed to the concept of the Wildlife Resources Commission coming in to repair the pier but he has reservation and concerns about the requirement that the City maintain it for 50 years without a more specific guidance.

## MEMORANDUM OF AGREEMENT

### AGREEMENT TO REPAIR, IMPROVE, AND OPERATE A PUBLIC BOATING ACCESS FACILITY

This agreement is made and entered into this the 22<sup>nd</sup> day of November, 2010, by and between the **NORTH CAROLINA WILDLIFE RESOURCES COMMISSION**, hereinafter referred to as the **COMMISSION**, and the **City of Washington**, hereinafter referred to as the **CITY**.

#### I. PURPOSE OF THE AGREEMENT

It is mutually agreed that the COMMISSION and the CITY will cooperate to provide free public boating access to the Pamlico River on Runyon Creek North of NC 32 near where Runyon Creek enters the Pamlico River.

#### II. Whereas

The parcel or project property ownership remains with the CITY.

And therefore, all parking enforcement and regulations of the activity at the site will be the responsibility of the CITY.

#### III. RESPONSIBILITIES

##### A. The COMMISSION agrees to:

1. Provide design development for repairs and improvements to the public boat landing, including the parking area.
2. Obtain all regulatory permits required for repairs and improvements.
3. Construct all repairs and improvements to the boat landing and adjacent courtesy docks.

##### B. The CITY agrees to:

1. Provide free public boat access including vehicle and trailer parking, open 24 hours a day 7 days a week with no closure of the site, except for repair and improvements or emergency situations.
2. Maintain the grounds surrounding the site keeping the grass mowed at regular intervals year round and litter removed regularly.
3. Maintain the landing, in a serviceable condition, as a free public boating access area, with no closure of the site, except for repair purposes or emergency situations.
4. Allow the COMMISSION to install a partnership sign displaying the contribution at the site.

IV. TERMINATION

It is mutually agreed that either party may terminate its involvement in this agreement by written notice to the other at least 120 days in advance of the date on which termination is to become effective. At said time of termination, the CITY will reimburse the COMMISSION for a prorated amount of the improvements to the site based on a 50 year amortization.

V. TERM OF AGREEMENT

This agreement shall become effective upon full execution and shall continue in effect for a period equal to 50 years.

IN TESTIMONY WHEREOF, this Cooperative Agreement has been executed by the parties hereto, in duplicate originals, as of the date first above written.

NORTH CAROLINA WILDLIFE RESOURCES      City of Washington  
COMMISSION

Jim Smith, City Manager

Erik Christofferson, Engineering Services  
Division Chief

Attest:  
Cynthia S. Bennett  
City Clerk

Gordon S. Myers, Executive Director

**UPDATE – POLICE FACILITY PROGRESS**

Police Chief, Mick Reed updated Council on the Police Facility Progress. Chief Reed stated they were prepared to go before the Board of Adjustment on November 18, 2010 but there were some concerns from Council members.

Chief Reed referred to the memo contained in the agenda.

(begin memo) On November 18, 2010 the Board of Adjustment Agenda scheduled consideration of a special use permit and variance request by Kevin Ratigan, ADG Architect, for the construction of our new police facility. At the direction of Council members, both items were removed from the Board of Adjustment's agenda. These Council members were concerned with the shape of the parcel. The question arose, how the parcel changed from a rectangle to a triangle. Additionally, concerns were raised as to why the ditch west of the site could not be moved to accommodate a rectangular shaped parcel. In response to said concerns, I offer the following:

**Exhibit A:** This map was included in the Board of Adjustment packet to demonstrate the general area where the Police Department is to be constructed. It is not a definitive map based on metes and bounds description or survey.

**Exhibit B:** Topo map, demonstrating blue line stream activity.

**Exhibit C:** Survey of the parcel

**Exhibit D:** Building footprint with variance request

**Exhibit E.** Revised preliminary architectural design with building footprint redesigned to accommodate a lesser variance and rectangular shaped parcel (will be submitted Monday)

Order of Magnitude cost to relocate ditch:

Engineering/permitting to relocate ditch: \$20-30K  
Additional payment, water and sewer required for egress to Market Street  
(100 ft): \$35-40K Ditch relocation construction: \$50K  
Ditch relocation construction: \$50K  
Estimated ditch relocation costs: \$ 105-125K

Administrative steps that would need to be revisited:  
Revised Legal description  
Resurvey  
New Appraisals  
Reapply for NCDOT/Div. of Av. And FAA Land release

Reduced area for construction of hangars + other airport facilities on  
abutting parcels

Chronology of Steps to prepare Warren Airfield Site A for Construction  
Site Selection Committee: October-February, 2010  
Environmental Assessment and clearance: May, 2010  
Loan Awarded: May, 2010  
Acceptance of letter of Conditions and Request of Obligate Funds: June,  
2010  
AIA Contract Executed: July, 2010  
Site configuration determined on least cost base and runway approach  
zone limitations Survey: July, 2010  
Preliminary Title Opinion and Title Insurance Binder: August, 2010  
Copy of Deed into City for property: August, 2010  
Appraisal and review: July-October 2010  
Verification of Utilities: July, 2010  
Verification of Water and Sewer Availability: July, 2010  
FAA Land Release Request: July-present

End Memo:

Councilman Mercer voiced his concern with the change in the shape/size of the parcel as well as the drainage ditch. Councilman Davis had reservations about the shape of the property and the ditch relocation and related to the meeting between himself, Councilman Mercer, Chief Reed, Mr. Ratigan and Mr. Smith. Also, Councilman Davis expressed concerns with the cost and feels it does not take that much engineering (the figure of \$115,000 is not realistic) to relocate the ditch).

Mayor Jennings inquired if the concern was over an odd shaped piece of property that it would be difficult to add to the building in the future? Councilman Mercer stated it was part of the concern but basically by having this odd shape piece of property you have narrowed yourself to building a tin shed and will compromise any additions in the future and will require additional variances. Councilman Mercer feels you will have much more flexibility with a rectangular piece of property that will give you more flexibility in designing a facility that will be productive for the Police Department. Chief Reed stated if we move the ditch and then move the building and that will require doing reappraisals and associated cost. Mr. Smith mentioned that the \$115,000 Councilman Davis was referring to included all of that and the range from \$115,000 - \$125,000 was a good number as Rivers & Associates were slightly higher. The previous appraisals were discussed. Mayor Jennings inquired of Chief Reed does the design fit on this parcel and lend itself to any limitations that would warrant trying to figure out what to do with the ditch. Chief Reed stated 'no' and the reason being this facility is designed to expand within (inwards).

Mayor Pro tem Roberson commented that on a cost saving technique to leave the ditch alone and just piped the ditch. This is a classic Board of Adjustment variance because of the odd shape piece of property. Mayor Pro tem

Roberson addressed the two stormwater detention areas and feels as a maintenance issue it would be better to go with one overall this could save some cost. Councilman Mercer addressed his concern of cost of additional payment for water and sewer requirement. Mr. Lewis stated there isn't a sewer line going down Airport Road and the only sewer line that is available is on the East side of Market Street.

Mr. Holscher discussed the FAA Land Release and the final revision has not been made and has not been sent in. There were two appraisals and one appraisal after revisions was roughly \$60,000 an acre and the second appraisals was roughly \$20,000 an acre. FAA suggests if we send the request in, as is, you will have to send in both appraisals and they would likely require a third appraisal to make up the difference. If Council were to change the Land Release Request, perhaps, we might avoid that survey discrepancy and you may have a net value in dollars decreasing. Mayor Pro tem Roberson recommended getting sewer on the airport property. Mr. Lewis shared the conversation from the meeting today with Chasity Clark regarding grant money for the Airport (the only thing out there that we are receiving already is the Vision 100 grant). Mayor Jennings noted that Senator Hagan's office is very interested in this project and this may be a way we can access something and Councilman Mercer suggested contacting Senator Burr, Representative Jones and Butterfield also. Following more discussion:

Chief Reed will have designs showing the facility at the December 13, 2010 meeting.

#### **DISCUSSION – LOAD MANAGEMENT CAMPAIGN**

Chief Financial Officer, Matt Rauschenbach noted that the topic is actually a utilities educational initiative. The City contacted ElectriCities about putting together a communication campaign. Mr. Rauschenbach introduced Ms. Rebecca Agner, Strategic Communications Manager for ElectriCities.

Ms. Agner walked Council through her presentation. Ms. Agner stated a service that is provided to ElectriCities member is free communications assistance as part of the City participation in the Power Agency. Ms. Agner addressed some of the community issues Washington may be having around Electric. A brief synopsis of the presentation is listed below:

- **Primary Issue**
- **Communications Objectives**
- **Target Audiences**
- **Key Messages**
- **Strategy and Tactics (categorized by audience)**

Objectives:

- **Elected Officials**
- **City Employees**
- **Media**

This is a Washington Utilities Education Incentive. Some of the education will include Energy Depot on the web (City of Washington), winter tips, energy conservation, ads in paper/email – all compiled by ElectriCities, helpful hints, videos on the Peg channel and two way campaigns (which can be done seasonably or monthly). Ms. Agner suggested they would also explain and promote the Load Management Program and Councilman Pitt mentioned the need to target renters, Ms. Agner suggested providing tips.

Mayor Jennings clarified and addressed several items presented by Ms. Agner. Also, he suggested everyone at the City should be a component of the program and know how residence can be able to save on their energy bill.

Council directed Mr. Rauschenbach to implement ads, bill inserts and WITN. Ms. Andrea McGee will be the designated staff person concerning marketing for ads, the go to person, etc.

A presentation for WITN was presented by Mr. Todd Harris. WITN would run a twelve month program and it would run the first two weeks of the month with several added values. Two free commercials will be produced for the City of Washington. Total Base Investment: \$1300/Month with 125 commercials. This presentation included:

- **Maximum Exposure (Max Ex) Basics**
- **The Base Package**
- **The Base Package: Added Value Bonus Ads (additional \$300/month)**
- **Optional Internet Add-On on WITN.com (additional \$500/month \*Add-on will guarantee 185,000 Targeted Impressions on WITN.com per month)**
- **WEB CAM Sponsorship (additional \$1.000 per month, minimum 1 year commitment but will reduce to \$500 per month for the City of Washington - the Web Cam page receives over 35,000 page views per month and continues to grow)**

**Combo Package – Total Investment**

Base Package:	\$1300
Witn.com:	\$500
Tonnage add-on:	\$300
Total:	\$2,100/month
<b>Max Ex Combo Pricing:</b>	<b>\$2,000/month</b>

**APPROVE – INTERIM CITY MANAGER CONTRACT**

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the contract with the Interim City Manager, Pete Connet, as presented.

BEAUFORT COUNTY  
NORTH CAROLINA

**AGREEMENT FOR EMPLOYMENT AS INTERIM CITY MANAGER**

This AGREEMENT for Employment as Interim City Manager (hereinafter "Agreement") is made and entered into effective as of this the day of November, 2010 by and between the City of Washington, North Carolina (hereinafter "City"), by and through the City Council of Washington (hereinafter "Council") and Peter T. Connet, (hereinafter "Manager"), to establish and set forth the terms and conditions of the employment of the Manager as the Interim City Manager of the City.

**WITNESSETH:**

WHEREAS, the Council and Manager believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the City's charter and personnel policies, that will uphold the principle of "serving at the pleasure of the Council," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Manager through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City's budget;

WHEREAS, the City desires to employ the services of the Manager as the Interim City Manager of the City, pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, the Manager has agreed to accept employment as the Interim City Manager of the City, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement;

NOW, THEREFORE, in consideration of the Manager accepting employment with the City, and

other good and valuable consideration, including the mutual covenants herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the City and the Manager hereby contract, covenant, and agree as follows:

Section 1. Duties.

The Council hereby employs the Manager as Interim City Manager to perform the duties and functions as specified in the City Charter, the Laws of the State of North Carolina, this Agreement, and as the Council shall, from time to time, assign to the Manager consistent with the intent of this Agreement.

The Manager shall report for work and the duties as well as employment of the Manager shall commence on December 1, 2010 (the "Commencement Date").

The Manager shall assist any subsequently hired City Manager in his/her transition for a reasonable amount of time, as may be required by Council.

Section 2. Term.

Subject to earlier termination as provided for in Section 8, Subsection D hereof, the term of this Agreement

shall continue, and Manager shall serve as Interim City Manager, until a permanent City Manager commences work, but in no event later than July 1, 2011.

Section 3. Salary.

City agrees to pay the Manager sixty dollars (\$60.00) per hour, payable in weekly pay periods or at the same time as other employees of the City are paid.

Section 4. Automobile, Lodging, Meals, and Cell Phone.

The City will reimburse the Manager for miles traveled to and from Washington, North Carolina at the IRS allowable rate of \$.55 cents per mile. The Manager will be reimbursed for any necessary and reasonable lodging, meal expenses, and incidentals that are related to his employment hereunder.

The Manager will provide his own vehicle while conducting City business in the City and within Beaufort County. Unless otherwise specifically provided for herein, auto expenses and the use of personal cell phone are included in the Manager's hourly rate. Manager will be reimbursed at the IRS allowable rate of \$.55 cents per mile for the use of his personal vehicle on City business outside of Beaufort County.

Section 5. Benefits.

It is mutually agreed that the Manager is not entitled to any City employee benefits except those mentioned herein.

- Six (6) Paid Holidays (Manager's choice)

Section 6. Indemnification.

To the fullest extent permitted by law and except as specifically limited by City Ordinances, the City shall defend, save harmless and indemnify the Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including Public Officials coverage on a "wrongful act" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the City or the Manager as to any third party; and provided further that the City shall not indemnify or hold harmless the Manager from and with respect to any claim or liability for which the conduct of the Manager is found by the courts to have been outside the course and scope of employment or his official capacity as Interim City Manager, grossly negligent or intentionally wrongful. The City may compromise and settle any such claim or suit, and will pay the amount of any settlement reached or judgment rendered on such claim or suit, for which the City has a duty to defend, save harmless and indemnify the Manager hereunder as hereinbefore more specifically provided. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

Section 7. Hours of Work and Time Off.

It is recognized that the Manager will work a cumulative total of no more than three (3) days per week, with one day equal to eight (8) hours. The Manager may work in half-day increments. Based upon need and necessity, the Manager will work additional hours per week. The Manager will have the opportunity to use petty time for time worked over compensated time. It is anticipated that the Manager will normally begin his work week at noon on Tuesdays and end his work week at noon on Fridays, but the parties may adjust that schedule so that he may be available and working on days, or parts thereof, on which Council has scheduled a meeting of Council.

The Manager agrees to be available by telephone for consultation and advice on days that he is not physically working in the City. The Manager also agrees to respond to the City for emergency situations.

Section 8. General Provisions.

- A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina. Venue shall lie exclusively in Beaufort County, North Carolina.
- B. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the City and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- C. Amendment. This Agreement shall not be modified or amended except by a vote of the Council and, upon approval of the Council, a written instrument executed by the Manager and the duly authorized representative of the Council.
- D. Resignation/Termination. Notwithstanding anything herein to the contrary, the Manager serves at the pleasure of the Council and this Agreement may be terminated and canceled by Council, with or without cause, at any time and without recourse from the Manager. This Agreement shall be null and void upon receipt of a written notice from either the City or the Manager requesting termination of the Agreement.

IN WITNESS WHEREOF, the City and the Manager have executed this Agreement effective as of the date first written above.

PRE-AUDIT CERTIFICATE This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

Matt Rauschenbach, Chief Financial Officer

ATTEST: AGREED AND ACCEPTED this the day of November, 2010

Cynthia S. Bennett, City Clerk Peter T. Connet, Interim City Manager

**DISCUSSION – STRATEGIC PLANNING BUDGET SESSION**

Mr. Rauschenbach noted he would like to recommend having a planning retreat for budget. Mayor Jennings stated he was more than willing to have the planning retreat but is it going to be productive? Mr. Rauschenbach shared that the ideal would be to give staff guidance so they can work on the items Council would like to have prepared in the coming budget. Mayor Jennings questioned Council as to a time frame and Council agreed to schedule the planning retreat in January at Goose Creek. Mayor Pro tem Roberson suggested submitting to the Mayor items they would like to see at the Planning Session so as to narrow the scope of the mission.

**DISCUSSION – CODE OF ETHICS POLICY**

City Attorney, Franz Holscher shared that statutorily Council will need to adopt the Code of Ethics Policy by January, 1, 2011. Mr. Holscher noted the Resolution that Council passed in 1990 that touches on some of these things.



Mayor Jennings requested Council consider in addition to adopting the required Code of Ethics there be an annual attestation by each Council member they had read and understood the code. Councilman Davis mentioned that every time you are re-elected you have to go through Ethics training again.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council accepted the Code of Ethics Policy as presented. Motion carried by 4-1 with Councilman Mercer opposing.

**Resolution Adopting a Code of Ethics for the  
City Council of  
The City of Washington, North Carolina**

WHEREAS, the Constitution of North Carolina, Article 1, Section 35, reminds us that a “frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty,” and

WHEREAS, a spirit of honesty and forthrightness is reflected in North Carolina’s state motto, *Esse quam videri*, “To be rather than to seem,” and

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards and Councils to adopt a code of ethics, and

WHEREAS, as public officials we are charged with upholding the trust of the citizens of this town, and with obeying the law, and

NOW THEREFORE, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens of the City of Washington, and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we the City Council do hereby adopt the following General Principles of Code of Ethics to guide the Council members in its lawful decision-making.

**GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS**

- The stability and proper operation of democratic representative government depend upon public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure in compliance with the letter and intent of the City Charter.
- Council members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.
- Council members must always remain aware that at various times they play different roles:
  - As advocates, who strive to advance the legitimate needs of their citizens.
  - As legislators, who balance the public interest and private rights in considering and enacting ordinances and resolutions.
  - As decision-makers, who arrive at fair and impartial quasi-judicial and administrative determinations.
- Council members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.
- Council members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

### **CODE OF ETHICS**

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the City Council and to help determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a Councilmember's best judgment.

Section 1. Council members should obey all laws applicable to their official actions as members of the Council. Council members should be guided by the spirit as well as the letter of the law in whatever they do.

At the same time, Council members should feel free to assert policy positions and opinions without fear of reprisal from fellow Council members or citizens. To declare that a Council member is behaving unethically because of disagreeing with that Council member on a question of policy (and not because of the Council member's behavior) is unfair, irresponsible, and itself unethical.

Council members should endeavor to keep up to date, through the Council's attorney and other sources, about new or ongoing legal or ethical issues they may face in their official positions. This educational function is in addition to the day-to-day legal advice the Council may receive concerning specific situations that arise.

Section 2. Council members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values.
- Behaving consistently and with respect toward everyone with whom they interact.
- Exhibiting trustworthiness.
- Living as if they are on duty as elected officials regardless of where they are or what they are doing.
- Using their best independent judgment to pursue the common good as they see it, presenting their opinion to all in a reasonable, forthright, consistent manner.
- Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinions and ideas of others.
- Disclosing contracts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves.
- Treating other Council members and the public with respect and honoring the opinions of others even while the Council members disagree with those opinions.
- Not reaching conclusions on issues until all sides have been heard.
- Showing respect for their offices and not behaving in ways that reflect on those offices.
- Recognizing that they are a part of a larger group and acting accordingly.
- Recognizing that individual Council members are not generally allowed to act on behalf of the Council but may only do so if the Council specifically authorizes it, and that the Council must take official action as a body.
- Avoiding conflicts of interest.

Section 3. Council members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, this Council will consider impropriety in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the Council member's action would conclude that the action was inappropriate.

If a Council member believes that his or her actions, while legal and ethical, may be misunderstood, the member should seek the advice of the Council's attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it.

Section 4. Council members should faithfully perform the duties of their offices. They should act as especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Council members should faithfully attend and prepare for meetings. They should carefully analyze all credible information properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the Council has authority.

Council members should be willing to bear their fair share of the Council's workload. To the extent appropriate, they should be willing to put the Council's interests ahead of their own.

Section 5. Council members should conduct the affairs of the Council in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should also remember that local government records belong to the public and not to Council members or their employees.

In order to ensure strict compliance with the laws concerning openness, Council members should make clear that an environment of transparency and candor is to be maintained at all times in the government unit. They should prohibit unjustified delay in fulfilling public record requests. They should take deliberate steps to make certain that any closed sessions held by the Council are lawfully conducted and that such sessions do not stray from the purpose for which they are called.

Adopted this 22<sup>nd</sup> day of November, 2010.

ATTEST:  
s/Cynthia S. Bennett  
City Clerk

s/N. Archie Jennings, III  
Mayor

Councilman Mercer suggested they have the 1990 Code of Ethics in place and expressed his concerns over some of the items. Council agreed that if Councilman Mercer sees any changes he wish to make to submit them to Council for discussion. The code can be amended.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council agreed to extend the Committee of the Whole for 30 minutes to include closed session.

**CLOSED SESSION – UNDER NCGS 143-318.11(a)(3)  
ATTORNEY/CLIENT PRIVILEGE**

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council agreed to go into closed session @7:00 pm under NCGS 143-318.11(a)(3) Attorney/Client Privilege.

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

**ADJOURN – UNTIL MONDAY, DECEMBER 13, 2010 AT 5:30 PM IN THE  
COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING**

By motion of Councilman Pitt, seconded by Councilman Davis, Council adjourned the meeting @ 7:40 pm until December 13, 2010 at 5:30 pm in the Council Chambers at the Municipal.

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