



JANUARY 19, 2010

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of Minutes from December 14, 2009 **(page 1)**

Approval/Amendments to Agenda

- I. Consent Agenda:
  - A. Approve – 2010 Fire Department Membership Roster(**page 13**)
  - B. Adopt - Budget Ordinance amendment accepting grant funds from Wal-mart for public safety education materials (\$1,000) **(page 24)**
- II. Comments from the Public:
- III. Public Hearing on Zoning: **6:00 PM**
  - A. None
- IV. Public Hearing – Other:
  - A. Adopt - Resolution adopting addendum to the Parks and Recreation Master Plan(**page 27**)
  - B. Adopt – Ordinance adopting and enacting a new City Code **(page 37)**
- V. Scheduled Public Appearances:
  - A. Bill Walker - Little Washington Sailing Club(**page 45**)
  - B. Denise Neunaber – NC Coalition to End Homelessness (Continuum of Care) **(page 52)**
- VI. Correspondence and Special Reports from members of City Council:
  - A. Discussion and status of current grants
  - B. Baseball & Softball fees
  - C. Discussion: Old Health Department



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VII. Reports from Boards, Commissions and Committees:

- A. Tourism Development Authority (page 62)
- B. Downtown Washington on the Waterfront (page 63)
- C. Financial Reports (e-mailed under separate attachment)
  - 1. General
  - 2. Enterprise Funds

VIII. Appointments:

- A. Fireman's Relief Fund (page 66)

IX. Old Business:

- A. Approve – Amended Hangar Ground Site Lease Agreement for Mr. Craig Goess (page 67)
- B. Accept – American Recovery Investment Act Grant from Dept. of Justice and Adopt Grant Project Ordinance Amendment (\$191,308) (page 82)
- C. Approve – Appropriate funds in the amount of \$77,627 from FY 08/09 to FY 09/10 for Wireless Public Safety Communications Upgrade (page 92)
- D. Approve – National League of Cities Prescription Discount Card Program (page 98)
- E. Discussion - Wildlife Arts Festival – Dock Dog Clarification (page 101-A)

X. New Business:

- A. Adopt – Amendment to 2009-2010 Capital Improvement Plan to include Festival Park (page 102)
- B. Authorize - Mayor to sign application for 2009-2010 NC Parks and Recreation Trust Fund Grant (page 104)
- C. Authorize – Manager to sign Brown Street Bridge Replacement Engineering Agreement (page 114)



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- D. Adopt – Ordinances amending Chapter 2, Administration regarding time, change in date, and order of business of City Council meetings. **(page 155)**
- E. Adopt – Energy Management Plan**(page 160)**
- F. Consider – Request of NC Estuarium to relocate the western boundary of their joint-use agreement **(page 180)**
- G. Approve – Budget Ordinance Turnage Theater Tax Incentive Credit (\$38,532) **(page 182)**
  
- XI. Any Other Items From City Manager:
  - A. None
  
- 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, James Allen Trip vs. City of Washington
  
- XIV. Adjourn - Until Monday, January 25, 2010 at 5:30p.m. in the Council Chambers at the Municipal Building.

**CITY COUNCIL MINUTES  
WASHINGTON, NORTH CAROLINA**

**DECEMBER 14, 2009**

The Washington City Council met in a regular session on Monday, December 14, 2009 at 4:30 p.m. in the City Council Chambers at the Municipal Building. Present were: Judy Jennette, Mayor; Doug Mercer, Mayor Pro tem; Richard Brooks, Councilman; Archie Jennings, Councilman; Gil Davis, Councilman; Darwin Woolard, Councilman; Jim Smith, City Manager; Cynthia Bennett, City Clerk; and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Chief Financial Officer; Robbie Rose, Acting Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Planning Director; Keith Hardt, Electric Director; Philip Mobley, Parks & Recreation Director; Mick Reed, Police Chief; Ray Midgett, Information Technology Director; Mike Voss, of the Washington Daily News; Council-elect members: Bobby Roberson, William Pitt and Edward Moultrie.

Mayor Jennette called the meeting to order and Reverend William Lee Kinney, First Presbyterian Church delivered the invocation.

**APPROVAL OF MINUTES**

By motion of Councilman Woolard, seconded by Mayor Pro tem Mercer, Council unanimously approved the minutes of November 9, 2009 as presented.

**PRESENTATION OF PLAQUES**

Mayor Jennette gave a Certificate of Appreciation to Councilman Darwin Woolard who served as a Councilmember from December 2003 to December 2009. Mayor Jennette stated it has been a pleasure serving with Councilman Woolard.

Mayor Jennette presented a Certificate of Appreciation to Councilman Brooks who served as a Councilmember from December 1999 to December 2003 and May 2005 to December 2009. Mayor Jennette noted that Councilman Brooks has taught her many wise things and she appreciates all the work he has done in the community.

**PRESENTATION BY FORMER MAYOR FLOYD BROTHERS TO MAYOR JUDY JENNETTE**

Former Mayor Floyd Brothers presented a Certificate of Appreciation to Mayor Judy Jennette for outstanding services and contributions as Mayor of the Washington City Council from April 2006 to December 2009 and as a Council Member from December 1989 to April 2006. Mr. Brothers also presented a gift from the City Staff of a new golf bag. Mayor Jennette thanked all the staff and past Council members and City Managers for their assistance during her terms on the City Council. She stated how much she has enjoyed being a member of Council. Mayor Jennette received a standing ovation from the audience.

**SWEARING IN CEREMONY**

Mayor Jennette declared the seats to be vacated. Wayland Sermons, District Court Judge gave the Oath of Office to Mayor Jennings and then to Council members-Elect: Doug Mercer, Edward Moultrie, William Pitt, Gil Davis and Bobby Roberson.

**PRESENTATION OF RETIREMENT AND MEMORIAL RESOLUTIONS**

Mayor Jennings presented Retirement Resolutions to: Jimmie Lee Cole, Michelle Woolard Everette, Rose Ann Fennell, Debra Ward Hicks, Jeffery Barnard White, and Bobby Earl Roberson. Mayor Jennings presented Memorial Resolutions to the families of: Wilbur Sheppard, Fred Robinson Harwell and Robert Earl Tyer.

Mayor Jennings recessed the meeting for a ten minute break.

**ELECTION OF MAYOR PRO TEM**

Mayor Jennings called for nominations for Mayor Pro tem. Councilman Davis nominated Bobby Roberson as Mayor Pro tem, Councilman Moultrie seconded the nomination. There being no further nominations, Council unanimously elected Bobby Roberson as Mayor Pro tem.

**APPROVAL/AMENDMENTS TO AGENDA**

The Consent Agenda items were moved to Old Business: (A)Authorize City Manager to enter into the Urban Hunting Contract with Warren Field Airport to Outback Outfitters & Guide Service of Washington, (B)Adopt – Budget amendment for C.A.T. Revenue Program (\$2,000), (C)Adopt – Budget Ordinance Amendment and Proposed Plan for City Council Laptop Computers. Mayor Jennings recommended dispensing with the Committee reports with the exception of the Recreation Advisory Board. Old Business (6) Approve – Hangar Ground Site Lease Agreement for Mr. Craig Goess with additional investments was continued until January. New Business (3)National League of Cities Prescription Discount Card will be moved to January. Old Business (1)Memo – Rear Loader Refuse Truck – Piggyback with the Town of Hamlet (\$116,236) and (2) Approve – Purchase of a Bucket Truck from Altec to replace vehicle # 607 (\$168,173) will remain on the agenda.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council unanimously approved the Agenda, as amended.

**CONSENT AGENDA:**

- A. **(Moved to Old Business)Authorize** – City Manager to enter into the Urban Hunting Contract with Warren Field Airport to Outback Outfitters & Guide Service of Washington **(Page 20)**
- B. **(Moved to Old Business) Adopt** – Budget amendment for C. A. T. Revenue Program (\$2,000) **(Page 30)**
- C. **(Moved to Old Business)Adopt** – Budget Ordinance Amendment and Proposed Plan for City Council Laptop Computers

**MS. CATHERINE GLOVER – WASHINGTON BEAUFORT COUNTY CHAMBER OF COMMERCE – BUY LOCAL PLAN**

Ms. Catherine Glover of the Washington-Beaufort County Chamber of Commerce presented the Buy Local Plan to the Council. She stated that Shop Washington – Beaufort County is a new initiative for creating strong economies based on locally owned and operated businesses. We encourage customers to shop locally and help independent businesses compete more

effectively in our neighborhood. It's also about making your hard-earned money go further, fueling the local economy, and helping to preserve the distinctive character of the Inner Banks. A recent study found that even modest changes in your spending habits can generate substantial local economic impact. According to the study, for every \$100 in customer spending at a national chain, the total local economic impact is only \$13, but the same \$100 spent with a local merchant yields \$45. Spending locally truly does make more cents and means more jobs and more money for our communities, schools and recreation services. Another study found that for every two jobs national retailers bring to a community, three jobs are lost as a result of local businesses closing down.

Shop Washington – Beaufort County invites you to look around or surf throughout all the wonderful businesses in our community on this website. It's a destination and a perfect starting point for everything Eastern Carolina has to offer! Rich history, natural beauty, and charming southern culture, along with great restaurants and shops set the stage for a time at the heart of the Inner Banks in Washington, North Carolina.

Mayor Jennings and all members of the Council pledged to "Keep the Bucks in Beaufort".

**MS. CRYSTAL WADDELL – MARTIN, STARNES & ASSOCIATES, CPA  
(AUDIT PRESENTATION)**

Matt Rauschenbach introduced Crystal Waddell of Martin, Starnes & Associates, CPA to present the audit. Ms. Waddell came forward and presented the audit to the Council. She noted they offered an unqualified opinion and the audit showed no significant deficiencies or material weaknesses in internal control.

General Fund Revenue and Expenses (before transfers) summary

Total Revenues 2008	\$11,009,870
Total Revenues 2009	\$11,124,241
Total Expenditures 2008	\$11,262,745
Total Expenditures 2009	\$11,548,604

Fund Balance Position – General Fund

Total Fund Balance	\$9,414,678
Required Reservations	<u>-2,867,095</u>
Unreserved Fund Balance	\$6,547,583

Unreserved 2008	\$6,005,330
Increase in unreserved FB	\$ 542,253

Unreserved Undesignated	\$5,536,430
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Debt Service

2008	\$383,693
2009	\$564,182

**RECREATION ADVISORY BOARD**

Philip Mobley, Parks and Recreation Director stated that they are in the process of trying to get a Parks and Recreation Trust Fund Grant for the “Festival Park” located near the NC Estuarium which is part of the Land Design Revitalization Plan. Mr. Mobley stated this item will hopefully come before Council in January. Councilman Mercer asked that when the application is complete to please forward to Council for their review.

**APPOINTMENTS - HUMAN RELATIONS COUNCIL, TOURISM DEVELOPMENT AUTHORITY, ELECTRIC ADVISORY BOARD AND COUNCIL LIAISONS**

**Human Relations Council** - By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council appointed James S. McIntyre to the Human Relations Council to fill the unexpired term of William Pitt with a term to expire June 30, 2011. (Councilman Pitt noted this appointment was made in error – there is only one vacancy and the Human Relations Council requested to appoint Ann Barbee Cherry to fill this position. Mr. McIntyre’s application will be kept on file for future vacancies.)

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council appointed Ann Barbee Cherry to the Human Relations Council to fill the unexpired term of William Pitt with a term to expire June 30, 2011.

**Tourism Development Authority** -By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council appointed William Zachman to the Tourism Development Authority to fill the unexpired term of Gary Tomasulo, term to expire June 30, 2012.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council appointed Jackie Peoples Woolard to the Tourism Development Authority to fill the unexpired term of Scott Sheppard, term to expire June 30, 2010.

**Washington Electric Utilities Advisory Board**-By motion of Councilman Pitt, seconded by Councilman Moultrie, Council appointed Antromeed Johnson to Washington Electric Utilities Advisory Board to fill the unexpired term of William Pitt, term to expire June 30, 2010.

**COUNCIL LIAISONS**

By motion of Councilman Mercer, seconded by Councilman Pitt, Council appointed Ed Moultrie as the liaison to the Planning Board.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council appointed Gil Davis as the liaison to the Board of Adjustment.

By motion of Councilman Davis, seconded by Councilman Pitt, Council appointed Archie Jennings as the liaison to the Historic Preservation Commission.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council appointed William Pitt as the liaison to the Human Relations Council.

By motion of Councilman Mercers, seconded by Councilman Davis, Council appointed William Pitt as the liaison to the Washington Electric Utilities Advisory Commission.

By motion of Councilman Davis, seconded by Councilman Mercer, Council appointed Bobby Roberson as the liaison to the Library Board.

By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council appointed Ed Moultrie as the liaison to the Housing Authority.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council appointed Gil Davis as the liaison to the Recreation Advisory Commission.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council appointed Bobby Roberson\* as the liaison to the Tourism Development Authority.

By motion of Councilman Davis, seconded by Councilman Pitt, Council appointed Archie Jennings\* as the liaison to the Economic Development Commission.

By motion of Councilman Davis, seconded by Councilman Pitt, Council appointed Bobby Roberson\* as the liaison to Washington on the Waterfront.

\*Indicates a Voting Seat

**Council convened for a break at 5:55pm and reconvened at 6:00pm**

**AUTHORIZE – CITY MANAGER TO ENTER INTO THE URBAN HUNTING CONTRACT WITH WARREN FIELD AIRPORT TO OUTBACK OUTFITTERS & GUIDE SERVICE OF WASHINGTON**

Mayor Pro tem Roberson voiced concern why the compensation increased from \$750 in 2010-2012 to \$900 for years 2013-2014. Mr. Smith explained that on September 21, 2009, the City Council authorized the advertisement of request for proposals for a licensed and insured Outfitter to manage the hunting rights on City property adjacent to the airport. Mr. Smith noted Outback Outfitters and Guide Service of Washington was the only one to submit and this was the price proposed. The original agreement was for a three year term as kind of a trial basis with the intentions of making all future contracts for five years. The new agreement will be for five years, through the 2014 hunting season.

By motion of Councilman Mercer, seconded by Councilman Davis, Council authorized the City Manager to sign the agreement with Willie Allen d/b/a Outback Outfitter & Guide Service; to reduce deer population at Warren Field Airport.

**(copy attached)**

**ADOPT – BUDGET AMENDMENT FOR C. A. T. REVENUE PROGRAM (\$2,000)**

Jim Smith, City Manager stated we've had a group of citizens, an off-shoot of the Dog Park movement, to ask the City of Washington to assist them in helping to control the cat population in town. In order to have the "trap, neuter and release" program, a non-profit fund is being set up for this volunteer organization, who will trap and release cats. The group will be called C.A.T. "Cats About Town". One of our local veterinary offices will neuter the cats and the volunteers will again release them. The cost per cat will be \$25. The only monies to be spent in this program will be donated monies collected by the volunteers.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council adopted a budget ordinance amendment in the amount of \$2,000 in order to assist the C.A.T. program.  
**(copy attached)**

**ADOPT – BUDGET ORDINANCE AMENDMENT AND PROPOSED PLAN FOR CITY COUNCIL LAPTOP COMPUTERS (\$11,558)**

Ray Midgett, Director of Information Technology stated that in accordance with Council's request, a plan has been developed to enable Council to have access to information electronically. The types of information includes Council meeting agendas and minutes, information currently available on the City's website and other on-line information as it becomes available. This plan includes the purchase of seven laptops with software for each Councilmember, Mayor and City Attorney as well as the necessary network configuration and cabling. As an addition to the network configuration, public wireless Internet access will be enabled. To minimize support issues, Council laptops will be housed at City Hall and used by Council during Council meetings. Prior to each meeting, the agenda will be posted on a website so Council will have access to the documents.

Councilman Mercer noted this is very helpful to have a computer system to allow access to all of this information, but feels the cost of this project is out of line. Council discussed several different options for having an electronic version of the agenda for Council meetings. Mayor Jennings discussed the time and cost savings by not printing hard copies of the agenda and the benefits for archiving data. He asked Mr. Midgett if he could recalculate if Council gave him a new number and see what could be done. Mayor Pro tem Roberson suggested this item be included in the upcoming budget process. Councilman Mercer suggested \$6,000 for this project.

By motion of Councilman Mercer, seconded by Councilman Davis, Council adopted an amended budget ordinance for \$6,000 to enable Council to have access to information electronically.

**(copy attached)**

**APPROVE – COMMERCIAL RECYCLING FEE (\$3.00)**

Allen Lewis, Public Works Director stated as was discussed at last month's Council meeting, a new disposal ban went into effect October 1, 2009 to include used oil filters, plastic bottles and wooden pallets. We had tentatively set-up rates to go into effect for November based on what we felt was a nominal charge of \$3 per existing four cubic yards of commercial solid waste disposal with a minimum fee of \$3 per commercial account.

At last month’s meeting, staff was directed to justify such charges based on actual costs. While we only have one month’s worth of data at this date (12-01-09) to work with, we have seen an increase in tonnage of approximately 40%. Including administrative charges to the general fund of over \$52,000 and capital and non-capital purchase amortized over 10 years, at this time it is costing approximately \$3.75-\$4.00 per account, to provide recycling services to all of our commercial and residential solid waste customers. While every commercial account may choose not to recycle, just as though every residential account may choose not to recycle, it is available to each account.

Likewise, whether each account chooses to recycle or not, it is State-mandated in reference to plastic bottles, etc. It could be argued that a commercial customer may theoretically not use any plastic bottles that should be recycled. Likewise, the same thing could be said of a residential customer theoretically. Still, we provide recycling services to both sets of customers to encourage recycling, to easily provide the means for our customers to recycle and to be good stewards of our environment. Otherwise, we would not be providing recycling to our customers while telling them they cannot put this product in our waste stream. Ultimately, the City could also be fined if the State discovers that we are disposing of banned substances. Again, providing this service gives the customer easy access to recycling and is a means for us to enforce the ban if necessary.

The fees associated with the original recommendation to Council last month and stated again in item (A) above will generate approximately \$15,000 in revenue. Item (B) will generate approximately \$24,000 in revenue. These revenues will be needed cover the additional cost associated with the increased tipping fees.

Mayor Pro tem Roberson suggested this be reviewed during the budget process. Councilman Mercer stated he would vote against the motion because he felt not everyone would have items of this matter to recycle. Mr. Smith said it is very difficult to enforce mandatory recycling and we are trying to use economic incentives to encourage recycling. Mr. Lewis stated we are trying to recoup our cost in disposing of the recyclables.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council adopted the commercial recycling fee of \$3 per existing four cubic yards of commercial solid waste disposal with a minimum of \$3 per commercial account. Voting against the motion: Councilman Mercer.

**MEMO – REAR LOADER REFUSE TRUCK – PIGGYBACK WITH THE TOWN OF HAMLET (\$116,236)**

Allen Lewis, Public Works Director stated there is an intent to purchase a Rear Loader Refuse Truck from Amick Equipment through a piggyback purchase with the Town of Hamlet per statute G.S. 143-129(g). The intent is to use it for a recycle truck.

Vendor	Cost Per Unit	Delivery	Less Trade-In
Amick Equipment	\$116,236.00	90 days	N/A

**Grand Total \$116,236.00**

Piggybacking purchasing (G.S. 143-129(g)) was approved by the 1997 General Assembly to allow municipalities to purchase apparatus, supplies, materials or equipment without having to bid if another municipality, county, or federal agency has bid the same equipment in the past 12 months. This vehicle was approved for purchase in the 09/10 budget. Originally it was planned as a replacement for vehicle number 485. Currently we run three (3) rear-load trucks every work day. One for household solid waste, one for recycling and one for yard waste. We currently have four (4) rear-load trucks. One of them is used as a back-up. However, we have on occasion had two rear load trucks go down for repairs on the same day. This causes us to have to do the work of three trucks with the remaining two trucks which results in overtime. We can avoid this by keeping truck number 485 and thus having two spare rear load trucks. This vehicle is currently budgeted under account number 38-90-4710-7400.

Councilman Mercer voiced concern with keeping the current truck as a spare which would increase the City fleet by one truck.

By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council awarded the contract to Amick Equipment in the amount of \$116,236 to replace truck number 485 and turn in the current truck as a trade-in.

**APPROVE – PURCHASE OF A BUCKET TRUCK FROM ALTEC TO REPLACE VEHICLE # 607 (\$168,173)**

Keith Hardt, Electric Director stated this is a daily use bucket truck that covers the 400 square miles of our electric system. This truck has over 9400 service hours. There are safety issues with the hydraulics and can no longer get replacement parts for this vehicles hydraulic system. Currently, we have to send the truck to Burlington for hydraulic repairs. We plan to offer the truck on GovDeals and hope to receive at least \$10,000 for the sale of this. Council approved \$160,000 in the 09/10 budget year for the purchase of a bucket truck to replace vehicle number 607. Councilman Mercer noted replacement of this truck was included in the Capital Improvement Plan.

By motion of Councilman Mercer, seconded by Mayor Pro tem Mercer, Council approved the purchase of a bucket truck from Altec in the amount of \$168,173.

**MEMO – PURCHASE OF A TREE TRUCK FROM ALTEC THROUGH A PIGGY-BACK OF GOVERNMENT CONTRACT (\$140,219)**

Keith Hardt, Electric Director stated this is a new vehicle that was discussed during the budget process to be used for performing electrical right-of-way tree trimming and clearing with the use of force account labor in lieu of contract labor. Currently, we spend approximately \$202,000 for tree trimming contracts for maintaining our 400 square miles of our system. The current tree trimming contractor (Asplundh Tree Service) is performing adequately, but there are significant new safety rules which may increase our cost by more than 20% and we are experiencing other cost increases yearly. We can save approximately \$52,000 during the first five years (the debt service period) and approximately \$88,000 each year thereafter by utilizing force account labor – assuming debt service.

This current fiscal year would be one of transition. The transition from a contract labor to a force account labor crew may not take place until the end of the upcoming fiscal year. I propose to purchase the necessary vehicle and equipment with lease purchase financing funds which are usually not available until the third quarter of the fiscal year. Additionally, the equipment will be purchased with a bidding process and would not arrive until the end of the upcoming fiscal year. The fiscal year 2010-2011 electric fund budget will include the expense for all of the force account labor. The current contract with Asplundh Tree Service allows for cancellation at any time with written notice.

Councilman Mercer voiced concern over paying for the truck out of Fund Balance as well as additional personnel and equipment. He doesn't see this as a cost saving item. Mr. Smith stated the three employee crew would not be hired until next fiscal year.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council agreed to delay the discussion of this item until budget time.

**SET DATE FOR NEXT REGULAR MEETING**

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council agreed to set the date for the regular meeting for January 19, 2010. Councilman Mercer voted against the motion stated we needed to change our ordinance to reflect changing the meeting date and time. Discussion regarding changing the date and time of the meetings.

**DISCUSSION POLICE DEPARTMENT SITE LOCATIONS**

Council agreed to hold review the Police Department site locations on January 25<sup>th</sup> at 5:30pm during the Committee of the Whole meeting.

**SET DATE FOR PUBLIC HEARING – JANUARY 11, 2010 ON THE CITY OF WASHINGTON RECODIFICATION OF THE MUNICIPAL CODE AND AUTHORIZE THE CITY CLERK TO PUBLISH PUBLIC NOTICE**

Councilman Mercer noted that during the course of several months he has met with the City Attorney and his staff regarding changes to the City Code. Councilman Mercer suggested the following language to be included in the changes to the Code which would allow Council to change the date and time and order of business of the Council meetings.

**Sec. 2-29. Meetings-Regular.**

The regular meeting place of the Mayor and City Council shall be in the Council chambers on the second Monday of each month at a time established by Council during Council's organizational meeting. The date of any regularly scheduled meeting may be changed only by an affirmative vote equal to or greater than two-thirds of all the actual membership of the Council, excluding vacant seats, and not including the Mayor.

**Sec. 2-33 Agenda and Order of Business.**

Items shall be placed on the City Council Agenda according to the Order of Business, which Order shall be established at the organizational meeting of Council and shall include but not be limited to the following.

- Opening of meeting
- Invocation
- Roll call

- Approval of minutes
- Approval/amendments to agenda
- Consent agenda
- Comments from the public
- Public hearings on zoning
- Public hearings on other
- Scheduled public appearances
- Correspondence and special reports from members of City Council
- Reports from Boards, commissions and committees
- Appointments
- Old business
- New business
- Any other business from the City Manager
- Any other business from the Mayor or other members of City Council
- Adjournment

By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council set the date for the Public Hearing on the Recodification of the Municipal Code of the City of Washington for January 19, 2010 at 6:00pm and authorized the City Clerk to publish the Public Notice of said Public Hearing in accordance with NCGS 160A-364 as well as changing the time as set forth in the organizational meeting to 5:30pm and changed the order of the agenda as set forth in the organizational meeting.

**APPROVE – APPROPRIATED FUNDS IN THE AMOUNT OF \$46,670 FROM FY 2008/09 TO FY 2009/10 FOR WIRELESS UPGRADE**

This item was carried forward to the January meeting. A “RFP” for this study was distributed to Council. Councilman Mercer inquired as to when the 911 Task Force was going to meet? Mr. Smith stated when the professional responses are received then the task force meeting dates will be set. Mayor Pro tem Roberson inquired as to why the grant was not funded. Chief Reed stated he felt the bulk of the grant funding went towards some geographical funding that could be used by all PSAP’s.

**APPROVE – AMERICAN RECOVERY AND INVESTMENT ACT “STIMULUS” SUMMARY STATUS**

Mayor Jennings stated this item is a review of the current grants and is a “read only” item.

(copy attached)

**CONSIDER –(MOSS PROPERTY PARTNERS) LLC – ADOPTING A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE: DECLARATION OF THE MARINA AT MOSS LANDING CONDOMINIUM TO THE MARINA AT MOSS LANDING OWNER’S ASSOCIATION, THAT WOULD AMONG OTHER THINGS,(1) DEDICATE A FIVE (5) FOOT STRIP OF LAND; (2)REVISED EASEMENT AGREEMENTS TO REFLECT THE CORRECT LOCATION ON THE GROUND OF EASEMENTS AND BOARDWALKS DESIGNATED AS “WOOD WALKWAY A” AND “WOOD WALKWAY B” (3) DOCUMENTATION NECESSARY TO TRANSFER ANY**

**PERMITS FROM THE CITY TO THE CONDOMINIUM ASSOCIATION AND APPROVING THE RELEASES AND INDEMNIFICATION TO THE CITY REGARDING SAID TRANSFERS**

Tom Archie and Franz Holscher presented documentation regarding this matter. Mr. Archie reviewed the surveys and proposed declaration for the Moss Marina condominiums. There are several contracts pending that will probably fall through if the declaration and easements cannot be cleared up and clarified. We are asking the City of Washington to make the 5ft. strip part of the common area (rip rap that adjoins the high water mark of the river).

There also needs to be a correction to an easement for the walkways that were recently installed, in the incorrect location. The original easement will be conveyed back to the City and the new easement approved. Discussion. The maintenance of the rip rap will be the obligations of The Marina at Moss Landing Condominium Owners Association.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council approved and adopted (subject to the corrections and review by the City Attorney):

1. Authorized the Mayor and City Clerk, on behalf of the City, to execute the Declaration of The Marina at Moss Landing Condominium, that among other things, will dedicate certain rights and property interests to The Marina at Moss Landing Condominium Owners Association ("Association"); and
2. Authorize the Mayor and City Clerk, on behalf of the City, to accept a withdrawal of certain easement agreements and to execute, on behalf of the City, a revised easement agreement in order to align said easements with the elevated pedestrian walkways that have been constructed by Moss Property Partners, LLC ("Moss") across the created wetland owned by the City; and
3. Authorize the Mayor and City Clerk, on behalf of the City, to execute such documentation as may be necessary to transfer the City's interest in the CAMA Permit and Riparian Easement to the Association as soon as practical; and
4. Authorize the Mayor and City Clerk, on behalf of the City, to execute an Indemnity and Performance Agreement with Moss; and
5. Authorize the Mayor and City Clerk to accept on behalf of the City a certain portion of the property previously conveyed to Moss under that Special Warranty Deed of Exchange and execute, on behalf of the City, and documents necessary to effect any recombination that may be required for conformity with the City's zoning regulations.

**(copy attached)**

**APPROVE - WAIVER OF SWIMMING POOL FEES (\$10.00 LANE FEE CHARGED)**

The Little Washington Sailing Club (LWSC) has begun to plan for its 2010 summer sailing program. Since its inception, LWSC has had a goal of providing sailing instruction to local disadvantaged children and has raised funding for several scholarships dedicated to this. A major obstacle to recruiting candidates for these scholarships is that fact that many of these local youth do not know how to swim. Since LWSC conducts it sailing instruction according to US Sailing Association guidelines, the requirement that all children pass a basic swimming test prior to being admitted to the program is absolute.

In order to address this problem, the LWSC has been working with the Boys and Girls Club of Beaufort County to establish a program which will provide free swimming lessons to children. The lessons will be provided at the City's Aquatic Center on a weekly basis for three weeks per class. Lessons will last one hour each day for total of fifteen hours of instruction per child. The lessons are conducted at 5:15pm, a time when the pool has little use except by the swim team which does not use the entire pool. DWOW is requesting that the City Council approve a waiver of the \$10.00 lane fee charged by the Aquatic Center. We estimate the total amount of the costs to be waived at \$50.00 per week for approximately nine weeks initially, and then three to six weeks per year in the future. Such a waiver will allow disadvantaged youth in our community to learn a key skill, how to swim, with the incentive that by successfully completing this program they will enjoy two weeks sailing instruction next summer.

Mayor Pro tem Roberson stated he has an objection to waiving the fees and questioned if this had been reviewed by the Recreation Advisory Committee. Philip Mobley, Parks and Recreation Director said this request did not go before the RAC. Council sent this item back for review by the Recreation Advisory Committee.

**ADOPT – RESOLUTION AND ACCEPT GRANT FROM NCDOT TO HELP FUND THE FUEL FARM IMPROVEMENTS AT WARREN FIELD AIRPORT, GRANT AGREEMENTS FOR VISION 100 GRANT**

Jim Smith, City Manager said the resolution commits a portion of the Vision 100 Grant for the work that is already underway for the fuel farm at Warren Field Airport. By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council adopted the resolution accepting a grant in the amount of \$150,000 from the North Carolina Department of Transportation to help fund the fuel farm at Warren Field Airport. Mr. Smith noted there will also be an extension of the concrete pad and fencing around the fuel tanks.

**(copy attached)**

**OTHER ITEMS BY MEMBERS OF COUNCIL**

Councilman Mercer requested current copies of the travel report be forwarded to Council members which includes planned and unplanned travel.

Mayor Jennings suggested a Transition Committee which will be sanctioned by Council and made up of two new Council members and a veteran member to discuss items that don't find their way on the agenda, but are of interest to Council. Members are: Doug Mercer, William Pitt and Bobby Roberson. The meeting will be advertised as a meeting of the City Council Transition Committee.

**ADJOURN**

By motion of Councilman Davis seconded by Councilman Moultrie, Council recessed the meeting until January 4, 2010 at 1:00pm in the Council Chambers at the Municipal Building for Council orientation and facilities tour.

**(Subject to the Approval of the City Council)**

**Cynthia S. Bennett  
City Clerk**



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

**To:** Mayor Jennings & Members of the City Council  
**From:** Robbie Rose, Acting Chief Fire-Rescue-EMS  
**Date:** January 19, 2010  
**Subject:** Approval of Departmental Roster for Calendar Year 2010  
**Applicant Presentation:** Acting Chief Robbie Rose  
**Staff Presentation:**

**RECOMMENDATION:**

I move that the City Council approve the 2010 Departmental roster, and authorize the Mayor and the Acting Chief of Department 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 no later than January 31<sup>st</sup> of each year.

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: *[Signature]* Concur  Recommend Denial  No Recommendation 1/12/10 Date

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

2009

ANNUAL CERTIFICATION OF FIREMEN

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 STREET

City Washington State NC Zip Code 27889

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

Signature of Fire Chief \_\_\_\_\_

Date \_\_\_\_\_ Daytime Telephone (252) 948-9402

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 Mayor

Date \_\_\_\_\_ Daytime Telephone (\_\_\_\_) \_\_\_\_\_

Wesley Greene, President  
Scott Alderman, 1<sup>st</sup> Vice President  
William Jones, 2<sup>nd</sup> Vice President  
Phil Welch, Director  
Tommy Cole, Director  
John Grimes, Director  
Dean Coward, Treasurer



Derrick Clouston, Statistician  
Jack Parker, Past President  
Paul F. Miller, Executive Director  
Kris Wyatt, Program Coordinator  
Luz Florio, Program Assistant  
Sandie Houck, Receptionist

323 West Jones Street, Suite 401  
Raleigh, NC 27603  
Fax: 919-821-9382

## 2010 Membership Roster Renewal National Volunteer Fire Council (NVFC) Benefit Option

Dear Fire Chief:

The NCSFA has partnered with the National Volunteer Fire Council (NVFC) to offer your department members additional benefits! This benefit is one you will want to take advantage of for your department, your members, and their families. We at the NCSFA feel that choosing this option will help provide an additional level of comfort for your organization and greatly enhance your ability to recruit and retain members.

Included on each roster is the "OPTION" to enroll the members of your department in the National Volunteer Fire Council (NVFC). The membership dues, if you choose this option, are an additional \$10.00 per person listed on your roster.\* If you take advantage of the option, your NVFC departmental dues (\$50.00) are waived. Your benefits with the NVFC will be activated when membership dues arrive in our office and will cease at the end of the calendar year.

This "OPTION" provides the following membership benefits from the NVFC:

- **\$10,000 AD&D insurance policy through VFIS** - Each association member is covered for \$10,000 in the event of an accidental death, and an additional \$10,000 if death occurs while acting on behalf of the organization in an emergency service capacity (for a total of \$20,000). Additionally, the policy covers accidental dismemberment.
- Subscription to the NVFC quarterly newsletter, *Dispatch*
- Member access to the NVFC website
- Personalized membership card
- Access to the bi-monthly NVFC Email Update Service
- Discounts on NVFC Publications and Materials
- Subscription to the NVFC, Heart-Healthy Firefighter, Junior Firefighter and Fire

Please take advantage of the great benefit for your firefighters. It will assist you in your recruitment and retention of your members!

\* *This is a permissible disbursement from your Relief Fund Account if your fund is actuarially sound. Please note that permission from the NCSFA is still required.*

**OPTION A  
(Preferred Option)**

Wesley Greene, President  
Scott Alderman, 1<sup>st</sup> Vice President  
William Jones, 2<sup>nd</sup> Vice President  
Phil Welch, Director  
Tommy Cole, Director  
John Grimes, Director  
Dean Coward, Treasurer



Derrick Clouston, Statistician  
Jack Parker, Past President  
Paul F. Miller, Executive Director  
Kris Wyatt, Program Coordinator  
Luz Florio, Program Assistant  
Sandie Houck, Receptionist

323 West Jones Street, Suite 401  
Raleigh, NC 27603  
Fax: 919-821-9382

**2010 Membership Roster Renewal**

**\*\*Online Option\*\***

Dear Chief,

Throughout this year we have been working closely with our database management group to create a program that would enable you to renew your roster online. It is our hope that this program will give you complete control of your roster and reduce errors.

If you choose this option (OPTION A), simply go to the online roster management link on our webpage [www.ncsfa.com](http://www.ncsfa.com). We plan to have instructions for proper completion on the website. This option will generate a bill which will be mailed to you in January. Upon receipt of payment for your dues, membership cards will then be mailed.

If you choose not to renew your roster online, simply make the changes on the enclosed roster (OPTION B) and return to us with a check for \$17/member.

Regardless of whether you complete your renewal online or on paper, you must still complete and submit the enclosed Certification of Firemen form.

## OPTION B

- List Phone Number and E-mail under the Phone/Email Column (optional).
- List Gender under the GEN column (M or F).
- List Marital Status under the MAR column (M for married, S for single, W for widowed).
- List Paid, Volunteer, or Retired under the P/V/R column. Jr. Firemen may be listed on the roster as volunteers.
- Mark Certification under the CERT column. Circle the N or the Y to indicate whether the member has received 36 hours of training from January 1, 2009 – December 31, 2009. **IMPORTANT: YOU DO NOT HAVE TO BE A MEMBER OF THE NCSFA TO PARTICIPATE IN THE PENSION FUND BUT YOU MUST FILL OUT THE ROSTER AND ANNUAL CERTIFICATION OF FIREMEN FOR THE DEATH BENEFIT AND TO RECEIVE CREDIT IN THE PENSION FUND.**
- List any “New Members” on the new member’s only sheet (enclosed) with all the information needed. New Member Only forms and Add/Delete forms can be downloaded from our website: [www.ncsfa.com](http://www.ncsfa.com) anytime during the year.
- Fill out the Annual Certification of Firemen. North Carolina General Statute 58-86-25 requires that all certified fire departments submit a complete roster of its eligible firemen annually. Failure to accurately and promptly report this information is a violation of G.S. 58-86-25. It is your responsibility as Chief to see that the roster and the Annual Certification of Firemen are completed accurately and returned promptly to this office by January 1.

### Calculating Payment of Dues

Dues are computed on a per person basis. To calculate the amount of dues owed, start with the original number on the roster, subtract any deletions and add all new members. This will give you the total number of people on your roster. Multiply that number by \$17.00 and this will give you the total amount due.

You can pay for your dues by check or Credit Card (Master Card or Visa). To pay for your dues using your credit card, fill out the credit card section on the front of your roster.

### NVFC Option

Included on each roster is the “OPTION” (\$10 additional per member) to sign up the members of your department for a membership with the National Volunteer Fire Council (NVFC). Please read enclosed letter for more information.

### Updated Roster and Membership Cards

We will mail you an updated roster with membership cards once we have the roster information entered in our computer. Membership is only valid if the person’s name appears on the Fire Department Roster and showing the Fire Department is a member of the NCSFA. Please be patient during this time as we will be processing more than 1300 fire department rosters in the coming weeks.

Throughout the year, please notify us via mail, fax or email of any changes to your roster. Changes cannot be made over the phone. Questions concerning the renewal process should be directed to our office at 800-253-4733. We hope that each department will continue to support the NCSFA by joining. Membership provides an array of benefits to protect the department, the member and the member’s family.

Thank you.

**The Benefits below are available to**  
**“MEMBERS” ONLY**  
**(MEMBERS PAY YEARLY DUES)**

1. Shall be a NCAR&EMS member whose name appears on a roster filed by a department who is affiliated with the NCAR&EMS. Any member who is dismissed from his or her squad for any reason shall immediately forfeit membership in the NCAR&EMS.
2. Retired members must remain a member of the NCAR&EMS and meet one of the following.
  - A. 20 years of service
    1. As eligible rescue or EMS worker.
  - B. Disabled
    1. Six months for in line of duty.
    2. Five years for non duty.

**ACCIDENTAL DEATH** - *Must be Member*

\$20,000.00 - Coverage is 24 hours a day. (Administered by the NCAR&EMS.)

\$2,500.00 - Provided by American Income. For additional insurance coverage, please call 1-804-347-4175.  
(Administered by American Income)

**BENEVOLENT BROTHERHOOD** - *Must be Member*

Death Benefit is \$5,000.00 which is payable upon death of a member in the fund. (Benefit increases \$1,000.00 with each increase in membership of 1,000.) Administered by the NCAR&EMS.

**DISMEMBERMENT** - *Must be Member*

Up to \$20,000.00 - Coverage is 24 hours a day. Administered by the NCAR&EMS.

**MONETARY COMPENSATION** - *Must be Member*

\$200.00 Member must show evidence to type of natural or man made catastrophe event or proof of monetary loss. Must have a minimum estimated loss of \$1000.00. Administered by the NCAR&EMS.

**NATURAL DEATHS** - *Must be Member (must have spouse or dependent)*

\$1,000.00 (Administered by the NCAR&EMS)

**SCHOLARSHIP FOR MEMBERS** - *Must be Member*

\$210,000.00 per year- \*  
35.... \$4,000.00 scholarships awarded  
35.... \$2,000.00 scholarships awarded

Applicants must be NCAR&EMS members. Applications will be posted on our web page January 1st of each year. Applicants must apply by March 31. Administered by the NCAR&EMS.

**SCHOLARSHIP FOR SPOUSE OF IN-LINE-OF-DUTY DEATH** - *Must be Member*

Spouse may choose two (2) or four (4) year school. Two (2) year scholarship shall be \$2,000.00. Four (4) year scholarship shall be \$12,000.00.\* Administered by the NCAR&EMS.

**NC VISION HEALTH PLAN 1500** - *Must be Member*

\$55 Wellness eye examination - 25% Discount on eyeglasses - off total purchase including upgrades (excludes Budget eye wear)  
25% Discount on sunglasses (unless prohibited by manufacturer) - 20% Discount on contact lenses (excludes disposables) - 10% Discount on 1 year supply of disposables. Just show your Association Membership Card at the time of your doctor's visit to receive your discount. For information regarding our program, please go to our web site at [www.eyecarecenter.com](http://www.eyecarecenter.com) or [www.ncvision.com](http://www.ncvision.com).  
If you have questions about the program, contact member services at [ncvision@eyecarecenter.com](mailto:ncvision@eyecarecenter.com).

***For Additional Information or Applications,***  
***Please Visit Our Web Site At***  
***<http://www.ncarems.org>***



WASHINGTON



NC State Fireman's Association  
 323 West Jones Street, Suite 401  
 Raleigh, NC 27603  
 800-253-4733  
 919-821-9382

This Roster was last updated on 8/28/2009

Beaufort

Robbie Rose Acting Chief  
 WASHINGTON  
 410 Market St.  
 Washington, NC 27889

Day Phone# 252-948-9405  
 Secretary Harry Lee Dawson  
 Number Paid \_\_\_\_\_  
 Number Volunteer \_\_\_\_\_

NCSFA Member N

0 Region

Certification Letter Y

Email N

Name on Credit Card \_\_\_\_\_

Credit Card# \_\_\_\_\_

Expiration Date \_\_\_\_\_

Signature \_\_\_\_\_

SSN	NAME / DOB	ADDRESS	PHONE# / EMAIL	GEN	MAR	P/V/R	CERT
1 xxx-xx-0490	William M Alligood	203 Ellison Rd Washington, NC 27889	252-946-1970	M	M	V	Y / N
2 xxx-xx-0447	Jonathan Anderson	212 Gloria St. Greenville, NC 27858	252-717-7553	M	S	P	Y / N
3 xxx-xx-9599	Brenda Baird	106 Palmer Place Washington, NC 27889	252-402-5159	F	M	V	Y / N
4 xxx-xx-6315	Kevin Eugene Baird, Jr.	106 Palmer Place Washington, NC 27889	252-402-6426	M	S	V	Y / N
5 xxx-xx-4219	Parker B. Bateman	209 Thomas Place Washington, NC 27889	252-402-5330	M	S	V	Y / N
6 xxx-xx-4539	Doug Bissette	64 Neck Road Apt. #3 Washington, NC 27889	252-205-7405	M	S	P	Y / N
7 xxx-xx-5277	Walter J. Bowen, Jr.	412 Fairview Avenue Washington, NC 27889	- - -	M	M	R	Y / N
8 xxx-xx-1472	Christopher Boyd	4421 Archbell Road Bath, NC 27808	252-923-0995	M	S	P	Y / N
9 xxx-xx-5336	Chris Brock	209 Wilkinson Station Road Pantego, NC 27866	252-943-6770	M	M	P	Y / N
10 xxx-xx-7155	Richard Brooks	820 Boston Avenue Washington, NC 27889	252-944-3541	M	M	V	Y / N
11 xxx-xx-7502	Joseph Taylor Buck, Jr.	148 S. Washington Harbour Washington, NC 27889	252-943-8501	M	S	V	Y / N
<del>12 xxx-xx-3660</del>	<del>Jennifer Bullock</del>	<del>134 Winchester Drive</del>	<del>- - -</del>	<del>F</del>	<del>M</del>	<del>V</del>	<del>Y / N</del>
	<del>2/18/1986</del>	<del>Washington, NC 27889</del>					
13 xxx-xx-4823	Anthony Burton	3033 NC Hwy 92 East Washington, NC 27889	252-923-9420	M	S	P	Y / N
14 xxx-xx-8657	Amber C Carter	3660 Harvey Road Washington, NC 27884	252-974-1236	F	M	P	Y / N
15 xxx-xx-2161	Shawn Carter	3660 Harvey Road Washington, NC 27889	252-974-1236	M	M	V	Y / N
16 xxx-xx-0779	Robert Michael Cox, Jr.	104 Pine Tree Drive Washington, NC 27889	252-974-0993	M	M	P	Y / N
17 xxx-xx-8498	Ryan Hunter Davis	309 North Charlotte St. Washington, NC 27889	252-948-0468	M	S	V	Y / N

## WASHINGTON

18	xxx-xx-3913	Lee Dawson ██████████	6124 Clarks Neck Rd. Washington, NC 27889	252-946-7850	M	M	P	Y / N
19	xxx-xx-9920	Ted Mac Day, Jr. ██████████	312 River Road Washington, NC 27889	252-946-8153	M	M	P	Y / N
20	xxx-xx-6719	Christopher Deans ██████████	7480 Broad Creek Rd Washington, NC 27889	252-945-5597	M	S	V	Y / N
21	xxx-xx-1499	Ronnie M. Flowers ██████████	4693 Slatestone Rd. Washington, NC 27889	- - -	M	M	P	Y / N
22	xxx-xx-8220	Harry Gautier ██████████	102 Rock Rd. Washington, NC 27889	252-946-1285	M	M	V	Y / N
23	<del>xxx-xx-7909</del>	<del>Carl Griffin ██████████</del>	<del>233 Clarke Neck Rd. Washington, NC 27889</del>	<del>252-625-9776</del>	<del>M</del>	<del>M</del>	<del>V</del>	<del>Y / N</del>
24	xxx-xx-0436	Ann Gurganus ██████████	1594 Slatestone Rd. Washington, NC 27889	- - -	F	M	V	Y / N
25	xxx-xx-7847	Vernon Gurganus ██████████	1594 Slatestone Rd. Washington, NC 27889	- - -	M	M	V	Y / N
26	xxx-xx-9688	Stephen Hahn ██████████	PO Box 1266 Chocowinity, NC 27817	252-946-2305	M	M	V	Y / N
27	xxx-xx-9900	Brent T Hamilton ██████████	305 Williamsburg Road Washington, NC 27889	- - -	M	S	P	Y / N
28	xxx-xx-9991	Johnathan Hardin ██████████	2852 Prestonwood Dr. Grimesland, NC 27837	252-944-5249	M	M	P	Y / N
29	xxx-xx-5337	Jasper Hardison ██████████	2343 Hwy 171 Washington, NC 27889	252-946-9285	M	M	P	Y / N
30	xxx-xx-4567	Otis Harrell ██████████	82 Jasmin Dr. Chocowinity, NC 27817	252-975-3738	M	M	P	Y / N
31	xxx-xx-2665	Tim Hines ██████████	844 Mill Field Rd. Bath, NC 27808	252-799-7160	M	S	P	Y / N
32	xxx-xx-6779	Steven Hodges ██████████ 4	607 East 9th Washington, NC 27889	252-258-8108	M	S	P	Y / N
33	xxx-xx-7018	Joshua Ingram ██████████	4190 Market St. Extention Washington, NC 27889	252-945-8013	M	M	P	Y / N
34	xxx-xx-2319	Brad Jackson ██████████	1741 Long Ridge Road Pinetown, NC 27866	252-945-4741	M	M	P	Y / N
35	xxx-xx-9855	Garv Johnson ██████████	610 Water-Lily Road Washington, NC 27889	252-975-6280	M	M	P	Y / N
36	xxx-xx-2521	Harold Johnson III ██████████	75 Austin Tyler Road Washington, NC 27889	252-940-7218	M	M	P	Y / N
37	xxx-xx-5242	John Johnston ██████████ 5	121 Lee Street Greenville, NC 27858	252-756-3468	M	M	P	Y / N
38	xxx-xx-0195	Jonathan T. Jones ██████████	2420 Jay Circle Greenville, NC 27858	252-714-3880	M	S	V	Y / N
39	xxx-xx-5368	Michael Holliday Jones ██████████	2550 Jerdem Thicket Rd. Jamesville, NC 27846	252-217-3407	M	M	P	Y / N
40	xxx-xx-4129	Thomas Bryan Lilley ██████████	4909 VOA Road Washington, NC 27889	252-945-0274	M	M	P	Y / N
41	xxx-xx-8129	William B. Lurvey ██████████	1360 Jefferson Road Pinetown, NC 27865	252-927-4690	M	M	V	Y / N
42	xxx-xx-4718	Joshua Mailhot ██████████	1304 West 5th Washington, NC 27889	252-377-7378	M	M	V	Y / N
43	xxx-xx-7526	Alan McCutcheon ██████████	651 Betsy Elbow Rd. Washington, NC 27889	252-927-2354	M	M	P	Y / N
44	xxx-xx-2634	Carolyn McCutcheon / /	651 Betsy Elbow Road Washington, NC 27889	- - -	M	M	V	Y / N
45	xxx-xx-1947	Aubrey Scott Moore, II ██████████	7165 River Road Washington, NC 27889	252-946-6872	M	S	V	Y / N

## WASHINGTON

46	xxx-xx-1378	Joseph Wayne Moore, Jr. [REDACTED]	206 Fairway Drive Washington, NC 27889	252-945-8412	M	S	V	Y / N
47	xxx-xx-8262	Zachary Moricle [REDACTED]	612 Cox Road Washington, NC 27889	252-325-0389	M	S	P	Y / N
48	xxx-xx-3436	Alan J O'Kane [REDACTED]	119 Woodhaven Way Washington, NC 27889	252-945-7303	M	S	P	Y / N
49	xxx-xx-2146	William H Pitt [REDACTED]	318 Courtyards Washington, NC 27889	252-940-0817	M	M	V	Y / N
50	xxx-xx-2211	Robbie Rose [REDACTED]	721 Willow Street Washington, NC 27889	252-946-7392 rrose@washingtonnc.ws	M	M	P	Y / N
51	xxx-xx-2980	Gerald Seighman [REDACTED]	203 North Reed Drive Washington, NC 27889	252-946-2050	M	M	V	Y / N
52	<del>xxx-xx-7024</del>	<del>Forest Sidbury [REDACTED]</del>	<del>960 Lizard Slip Road Washington, NC 27889</del>	<del>252-927-2444</del>	<del>M</del>	<del>M</del>	<del>V</del>	<del>Y / N</del>
53	xxx-xx-1770	Cecil Craig Styron [REDACTED]	710 Grimes Road Washington, NC 27889	252-617-2666	M	M	P	Y / N
54	xxx-xx-5026	Robbie Taylor [REDACTED]	155 Wesley Ave Washington, NC 27889	252-975-1259	M	M	P	Y / N
55	xxx-xx-5402	Scottie Taylor [REDACTED]	16135 Hwy 32 N. Pinetown, NC 27865	252-927-2214	M	M	P	Y / N
56	xxx-xx-0515	Ashby Tippet [REDACTED]	612 Cox Road Washington, NC 27889	252-675-9661	M	S	P	Y / N
57	xxx-xx-2882	Tobby L. Wainwright [REDACTED]	100 South Ridge Greenville, NC 27858	252-945-4513	M	M	P	Y / N
58	xxx-xx-8785	Tristan Ward [REDACTED]	120 N. Longmeadow Rd. Greenville, NC 27858	252-945-6868	M	M	V	Y / N
59	xxx-xx-8107	Jeremy Wetherington [REDACTED]	786 Godley Road Grimesland, NC 27837	252-946-8923	M	M	P	Y / N
60	xxx-xx-9976	Jeffery White [REDACTED]	1645 Highland Dr. Washington, NC 27889	252-975-1687	M	M	R	Y / N
61	xxx-xx-6192	Otha Whitney [REDACTED]	103 Slatestone Drive Washington, NC 27889	252-402-5748	M	M	P	Y / N
62	xxx-xx-0048	Johnny Williams [REDACTED]	50 Megan Lane Washington, NC 27889	252-946-3273	M	M	P	Y / N
63	xxx-xx-7412	John Wilson [REDACTED]	135 Hodges Road Chocowinity, NC 27817	252-402-0683	M	M	V	Y / N
64	xxx-xx-7783	Mark Yates [REDACTED]	101 Camellia Way Washington, NC 27889	252-975-2429	M	M	P	Y / N

Chief

Date

WASHINGTON

-22-

# NORTH CAROLINA STATE FIREMEN'S ASSOCIATION

New Members Only

Year 2010

323 West Jones Street, Suite 401  
Raleigh, NC 27603  
luz@ncsfa.com/sandie@ncsfa.com

Telephone (919) 821-2132  
Toll Free 1-800-253-4733  
Fax: (919) 821-9382

Fire Department <b>Washington Fire Rescue EMS</b>	County <b>Beaufort</b>	
Chief <b>Robbie Rose</b>	Day Phone No. <b>252-948-9405</b>	Date:
Secretary:	Fire Department Address <b>410 North Market ST. Washington NC 27889</b>	

SSN [REDACTED]	Name <b>Michelle Scott</b>	Address <b>1506 South Charles Blvd. Apt 30 Greenville NC 27858</b>			
DOB 8- [REDACTED]	Phone No. <b>919-215-4503</b>	E-mail address	Gen. <b>Female</b>	Mar <b>Single</b>	PVR <b>Y</b>
SSN [REDACTED]	Name <b>Richard Noble</b>	Address <b>204 Lawson Road Washington NC 27889</b>			
DOB 6- [REDACTED]	Phone No. <b>252-833-4674</b>	E-mail address	Gen. <b>Male</b>	Mar <b>Married</b>	PVR <b>Y</b>
SSN [REDACTED]	Name <b>Angela M'keel</b>	Address <b>1924 Corsica Road Washington NC 27889</b>			
DOB 10- [REDACTED]	Phone No. <b>252-402-0489</b>	E-mail address	Gen. <b>Female</b>	Mar <b>Married</b>	PVR <b>Y</b>
SSN [REDACTED]	Name <b>Crystal Satterthwaite</b>	Address <b>98 Red Oak Dr Washington NC 27889</b>			
DOB [REDACTED]	Phone No. [REDACTED]	E-mail address	Gen. <b>Female</b>	Mar	PVR <b>Y</b>
SSN [REDACTED]	Name <b>Christopher Jarvis</b>	Address <b>131 Golf Lane Washington NC 27889</b>			
DOB [REDACTED]	Phone No. [REDACTED]	E-mail address	Gen. <b>Male</b>	Mar	PVR <b>Y</b>
SSN	Name	Address			
DOB	Phone No.	E-mail address	Gen.	Mar	PVR
SSN	Name	Address			
DOB	Phone No.	E-mail address	Gen.	Mar	PVR
SSN	Name	Address			
DOB	Phone No.	E-mail address	Gen.	Mar	PVR
SSN	Name	Address			
DOB	Phone No.	E-mail address	Gen.	Mar	PVR
SSN	Name	Address			
DOB	Phone No.	E-mail address	Gen.	Mar	PVR

Membership Dues are \$17.00 Each

Effective January 1, 2010



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Robbie Rose, Acting Chief Fire-Rescue-EMS  
**Date:** January 19, 2010  
**Subject:** Public Education Material Contribution  
**Applicant Presentation:** Acting Chief Robbie Rose  
**Staff Presentation:**

**RECOMMENDATION:**

I move that the City Council adopt a budget ordinance to increase estimated revenues in the amount of \$1,000 to reflect Contributions to Fire/Rescue/EMS and appropriate \$1,000 into account 10-10-4340-5601 Public Educations Materials.

**BACKGROUND AND FINDINGS:**

This money was received from our local Wal-mart through their community grant funding programs. These funds were applied for to be used for purchase of materials in support of our Public Fire & Life Safety efforts. The line item in this budget year for Public Education Materials was reduced significantly and these funds will enhance our efforts in this important area.

**PREVIOUS LEGISLATIVE ACTION**

None

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Attached

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** *yes* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 1/12/10 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2009-2010**

**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 \$1,000 in the account Contributions Fire/Rescue, account number 10-10-3434-8400.

Section 2. That account number 10-10-4340-5601, Materials for Public Education, Fire Department portion of the General Fund appropriations budget be increased in the amount of \$1,000 to provide funds for public safety education.

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 19<sup>th</sup> day of January, 2010.

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

**ATTEST:**

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



www.walmartfoundation.org

1-800-530-9925

# Application for Grant Funding

Return completed form to the Wal-Mart Store or SAM'S CLUB where you obtained this application.

### Location Use Only:

### Please Select Grant Program:

Grant Type:  Matching  Bonus  Literacy  Safe Neigh. Heroes  Civic / Veterans  Holiday (div 01)

Location #: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Type: WM / SAM'S / DC / TO / Other \_\_\_\_\_

Today's Date: \_\_\_/\_\_\_/\_\_\_ Date of Event: \_\_\_/\_\_\_/\_\_\_ Fundraiser Location:  On Site  Off Site Amount Requested: \$ \_\_\_\_\_

How many associates will / did participate in the event? \_\_\_\_\_ (not required if held on site)

Specifically, what is the fundraiser? (matching grants only) \_\_\_\_\_

Managers Name (signed and printed): \_\_\_\_\_ / \_\_\_\_\_

Community Involvement Associate: \_\_\_\_\_ / \_\_\_\_\_

*This application and a receipt letter (matching grants only) must be completed and ON FILE at your location for ALL grants*

### To be Completed by the Organization:

Select one: IRS designated  501c3 organization OR:  501c4  501c6  501c19 organization\* (eligible for Civic and Veterans Grant ONLY)

*\* Must provide a valid Federal Tax ID / EIN #. Number will be validated using the IRS publicly available database*

OR:  Faith Based Organization \*\*  Public School  Federal, State or Local Government Agency

*\*\* Faith Based Organizations must be conducting projects that benefit the community as a whole. Grants cannot solely or primarily benefit, directly or indirectly, their adherents or members*

Organization Name: Washington Fire Rescue EMS Federal 501c3, c4, c6 or c19 Tax ID (EIN) #: (9 digits) \_\_\_\_\_

Address: 410 N Market Street City: Washington ST: NC Zip: 27889

Contact Name: Jasper Hardison Contact Phone: 252 . 944 . 5938

What service does your organization provide to the community? Fire, Rescue, EMS, Hazmat, Confined Space, along with Fire and Life Safety Education to all ages from Pre-K to Senior Citizens

Specifically, how will funds from this grant be utilized in your local community? To purchase supplies used during our Fire and Life Safety Public Education Programs

Which of the following groups will this funding primarily benefit? This information is used solely to track our funding to specific diverse community groups and is NOT considered during the grant review or approval process. Please select only the most appropriate:

Hispanic  African American  Asian American  Native American  General Population (benefits the entire community)

Will these grant funds directly benefit your LOCAL community?  Yes  No

**Organization Representative:** By signing below I acknowledge that this form represents a request for funding, and is not a guarantee of funding. Final approval is subject to the guidelines of the Wal-Mart Foundation. All organizations holding fundraisers at any Wal-Mart Stores, Inc. location, or requesting grant funding, must abide by the rules and guidelines set forth by the location, Wal-Mart Stores, Inc., and the Wal-Mart Foundation. This request will not be processed unless signed by all parties.

Signed: \_\_\_\_\_ Printed: Robbie Rose Date: 8/13/09

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

To: Mayor Jennings & Members of the City Council  
From: Philip Mobley, Director Parks and Recreation *PWM*  
Date: January 19, 2010  
Subject: Public Hearing to Adopt Addendum to the Parks and Recreation Master Plan  
Applicant Presentation: Susan Suggs, Coastal Planning & Design, PLLC  
Staff Presentation: Philip Mobley, Director Parks and Recreation

**RECOMMENDATION:**

I move City Council Adopt the Resolution adding Addendum "A" called "Master Plan for Festival Park" as an update to the City of Washington Comprehensive Parks and Recreation Master Plan.

**BACKGROUND AND FINDINGS:**

The City of Washington Department of Parks and Recreation along with a PARTF Team is in the process of applying for a Parks and Recreation Trust Fund Grant (PARTF Grant) from the State of North Carolina and administered by the NC Department of Environment & Natural Resources.

The Master Plan for the Festival Park as Addendum "A" needs to be adopted to become an addendum to the City of Washington Comprehensive Parks and Recreation Master Plan. By doing this it puts the City of Washington in a more favorable position, if we are allowed to apply for this grant.

The Washington Recreation Advisory Committee, PARTF Application Team (public involvement groups) and City staff are recommending the addition of Addendum "A" to the City of Washington Comprehensive Parks and Recreation Master Plan.

**PREVIOUS LEGISLATIVE ACTION**

April, 14, 2008- date City adopted Comprehensive Parks and Recreation Master Plan

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

- Resolution
- Master Plan for Festival Park

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City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
City Manager Review: *gms* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation *1/19/10* Date

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASHINGTON  
ADOPTING AN ADDENDUM TO THE PARKS AND RECREATION MASTER PLAN

**WHEREAS**, on April 2008, the City Council of the City of Washington adopted the "Parks and Recreation Master Plan" as the comprehensive plan to address the recreational needs of the citizens of Washington and to make recommendations regarding programs and facilities; and

**WHEREAS**, the Recreation Master Plan sets goals and objectives for the City of Washington to acquire additional land and develop additional recreational facilities to address public needs; and

**WHEREAS**, the Recreation Advisory Committee has now initiated a Master Plan addendum to include the "Festival Park" area as a potential recreation and park site; and

**WHEREAS**, on January 7, 2010 the Recreation Advisory Committee held a special hearing in order to receive public comment on the potential use of the "Festival Park" for recreational activities and park space; and

**WHEREAS**, at its regular meeting of January 11, 2010 the Parks and Recreation Advisory Committee recommended the addendum of the "Festival Park" be adopted by City Council to be incorporated into the Parks and Recreation Master Plan; and

**WHEREAS**, the City of Washington's Waterfront Visualization and Reinvestment Strategy supported the creation of a "Festival Park" area that would be designed to support live performances, provide open space for people to relax, create children play areas, and allow opportunities for water access.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council, after receiving public comments on the proposed addendum, supports the adoption of the "Festival Park" addendum to the Washington Parks and Recreation Comprehensive Master Plan.

**ADOPTED**, this the 19<sup>th</sup> day of January 2010.

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Archie Jennings, Mayor

ATTEST:

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Cynthia S. Bennett, City Clerk

## **Festival Park Master Plan City of Washington**

Festival Park is located on the Pamlico River in downtown Washington on the Waterfront. It is bound by Water Street to the north, the Estuarium to the east, Pamlico River Promenade to the south and the former Maola Plant to the west. The property has been long regarded as public open space and has been used by the public for many organized and informal activities. The purpose of this Master Plan is to incorporate public input and use patterns with the physical characteristics of the site to create a site plan for the future development of the park that will enhance the setting and its utilization by residents and visitors.

**Site analysis - characteristics:** Festival Park is located on the south side of Water Street. The River Promenade bordering the Pamlico River forms the southern boundary of the park property. The Estuarium is located to the east. The park is easily accessible to the public from sidewalks along Water Street and the River Promenade. There is public parking conveniently located across Water Street from the park. It is designated flood plain.

The property is an open lawn area with several oak trees along the River Promenade and crepe myrtles along the western property line. The entrance walkway to the Estuarium is developed with maples and a native wild flower garden. The site slopes gently to the shoreline of the Pamlico River. The shoreline has an existing bulkhead. The site was formerly developed with buildings and a City street. Soils are a composite of native soils and urban materials. There is an unattractive wastewater pump station on the east central side of this open space. The area between this pump station and Water Street contains many underground utilities. Trees cannot be planted on these utilities nor can buildings be constructed on these utilities. There is a storm drain line and associated utility easement crossing the site generally parallel to the Pamlico River.



Parallel to the promenade west of the park, there is a broad swale that ends in a large catch basin. The collected storm water continues in pipes around the Estuarium to the storm water treatment best management practices along the boardwalk. There is a large concrete slab where these pipes turn toward Water Street.

East of Festival Park is the customer entrance to the Estuarium facing Festival Park. There is a native plant garden on this side of the Estuarium with displays of environmental information.



The lawn of Festival Park must withstand an incredible amount of abuse due to special events with heavy equipment and general foot traffic during these events. The site must also accommodate events using tents with lots of foot traffic.

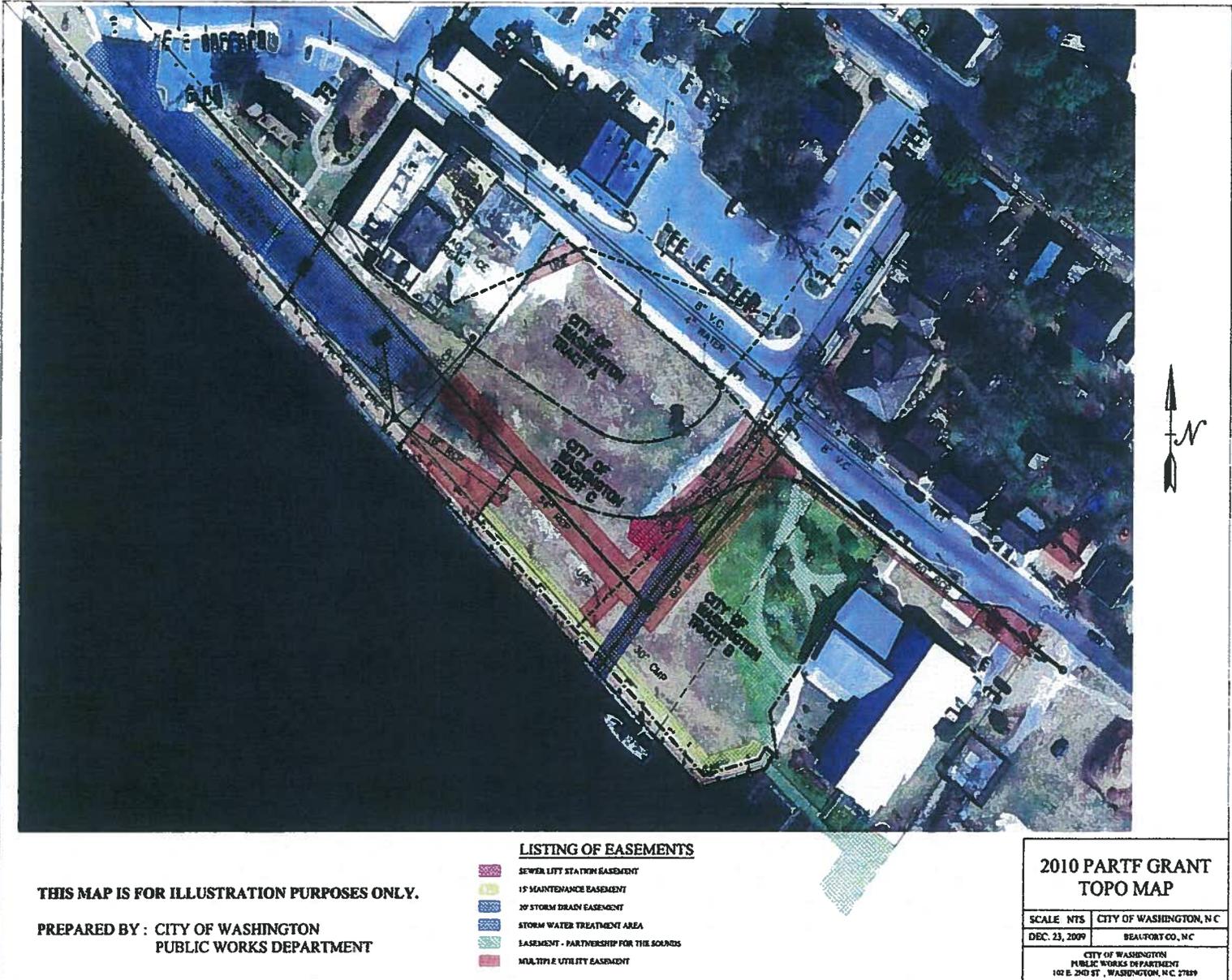
The North Carolina Division of Water Quality designated a fifty foot wide buffer along the Pamlico River where no buildings are permitted. Recreation use, benches and walkways are permitted.

The open lawn is now used for activities ranging from lounging in the open air, picnics, casual recreation activities and for special events including community festivals, weddings and receptions.

1/9/2010

-3)-3

Festival Park



**Recreational Needs and Public Involvement:**

This site has long been regarded as an open space on the Pamlico River for public use. The Renaissance Plan - Downtown Washington Strategic Plan and Implementation Projects dated 1996 designates this area as public park with an amphitheater. The Dixon Plan – Downtown Washington Revitalization Strategy dated August 2005 refers to this site as Festival Park ‘providing a location for farmer’s and artisan markets and festivals.’

In 2008, the City developed a Master Plan for Waterfront Recreation Facilities and Connections, a conceptual plan that builds upon the efforts of various groups that provide for continuous public waterfront access along the Pamlico River with connections to existing parks, downtown Washington and neighborhoods. A broad based focus group consisting of representatives of Downtown Washington on the Waterfront, City Council, City Planning Department, Parks and Recreation Advisory Commission, Parks and Recreation Department and a resident of the project area guided this planning effort. This Master Plan for Waterfront Recreation Facilities includes recommendations for Festival Park that include a multipurpose amphitheater, open area for informal play, picnic area near the Estuarium, shade trees, pedestrian dock and public restrooms.

The Parks and Recreation Master Plan dated 2008 incorporated extensive public involvement. This plan recognizes the future development of Festival Park in multiple locations. In the analysis of Stewart Parkway and Waterfront Docks it recommends the development of a waterfront festival area. In Item 2 of the Recommendations and Action Plan.” 2. Strategically incorporate or unify the land use plan and harbor management plan with the parks and recreation master plan.” “Develop a Waterfront Festival Area on existing property or acquire additional property.” Item 11 of the recommendations “11. Incorporate history and tourism into parks and recreation to offer other potential recreation opportunities” “Explore additional opportunities to capitalize on the waterfront and water recreation.” This Parks and Recreation Master Plan supports the development of Festival Park.

Both the Downtown Washington on the Waterfront organization and the City Parks and Recreation Advisory Committee have long supported the development of Festival Park.

In 2009, Land Design, a planning firm updated the plans for downtown Washington in a document 404 Design of Washington North Carolina. They involved the public using a series of interactive charettes. The resulting plans included festival park with the open lawn, an amphitheater, restrooms and childrens’ play feature. The report stressed the importance of this public park to the revitalization of downtown Washington.

The most recent planning effort for Festival Park involved members for the City’s Parks and Recreation Advisory Commission, DWOV, the Committee for Revitalization of Downtown and City Staff. This group of involved citizens represents the interests of groups most impacted by the future development of the park. Their focus is to fine tune the master plan for Festival Park to be a plan that meets the needs and desires of the community and is practical to implement within budgetary constraints of the City. The

resulting master plan is one that is cost effective and contains the most desired elements. In January 2010, this committee held a public meeting to present the site plan. Approximately 50 citizens attended the meeting. The response to the plan was very positive.

Additional information describing public input is attached.

**Program Description - Purposes of Festival Park:** The City of Washington plans to develop this open space as a public park. The centerpiece of Festival Park is a multi-purpose open lawn that can be used for general recreation, from which spectators can view performances and where special community events can be held. There will be a covered events stage for performances or events. The park should serve as an extension to the Estuarium with a shelter for picnics or use as an outdoor classroom. A public restroom facility will be located on the west side of Festival Park for park users and the general public. The park will have a maritime themed play area for young children. There will be benches, trash receptacles and landscaping. In summary, Festival Park will be a gathering place on the waterfront that preserves the great lawn with facilities for special events, play, picnics, comfort and performances. The Site Plan will include features to meet these program needs for Festival Park.

**Physical Needs/Proposed development:**

The proposed development of Festival Park will enhance the current uses of the park and preserve the open lawn and views of the Pamlico River. Amenities such as restrooms, walkways and shelters will be provided. These improvements will increase the use of the park by residents and visitors to Washington and improve the experience of visiting downtown Washington and the Estuarium. Residents in nearby neighborhoods will utilize the park and its great lawn.

*Walkways:* A system of walkways is proposed that provides access across the west end of the site between Water Street and the water front and to the restrooms and tot lot area. A walkway is also proposed from Water Street to the Events Stage and to the Picnic Shelter. These walkways delineate a large open area that can be used for passive outdoor recreation uses, informal recreation uses such as dodge ball or Frisbee, spectators for a performance or for setting up a tent for special events including wedding receptions.

All walkways are six feet wide and constructed of concrete.

The walk on the east side will be six inches thick with reinforcing where bordered by the grid product described below.

**Service Drives:** Service vehicles to the wastewater pump station and to the Events Stage have access using a reinforced concrete sidewalk supplemented with a grid product designed for vehicular traffic that also provides for lawn. This grid system is located along the concrete sidewalk providing a 10 foot wide drivable surface. Adjacent to the Events Stage and pump station the grid product is installed allowing for parking and a

turnaround. This product will allow lawn to be established while accommodating service vehicles. Festival Park will be closed to vehicles other than authorized service vehicles.

*Events Stage* : The Events Stage is located on the east side of the site near the pump station. It will be a covered structure open on the sides with power and lights. It generally faces northwest. Spectators can sit on the open lawn facing the stage during performances or ceremonies. The Pamlico River will be viewed through the Events Stage. The Events Stage can be rented for weddings, catered events and other gatherings. There is a large area where tents can be located near the Events Stage for dinners, parties and other events.

*Public Restrooms*: Public restrooms are located on the west side of the great lawn. They are accessible from the sidewalk between Water Street and the Pamlico River. Special plumbing can be used on the toilets that keeps any flood waters from entering the waste water collection system. These restrooms are convenient to the promenade. They are handicapped accessible. The restrooms will be of a traditional building style complements the historic character of the downtown area.

*Picnic shelter*: The focus group realized the need for a picnic shelter to accommodate visitors to the Estuarium and people using Festival Park and the Pamlico River Promenade. It has a 28 foot diameter and is located on the east end of the park near the entrance to the Estuarium.

*Play areas*: There is a small 20 foot by 21 foot play area for young children on the west side of the park access by the sidewalk. The play area will feature equipment with a maritime theme. There is a bench, landscaping and trash receptacle near the play area where adults can sit and watch children at play.

*Furnishings*: There are 4 areas with benches, trash receptacles and landscaping. All furnishings should coordinate with those along the River Promenade and Stewart Parkway. There is one bench area near the young children's play area, one near Water Street on the west side of the park, one centered near Water Street, and another bench area near Water Street on the east side of the park.

**Project Costs:**

Project costs are attached in the PARTF application.

**Site Plans:** The site plan is located on the next page. No additional purchase of property is required to develop this park.

1/9/2010

-35.7

Festival Park



**Summary:** This plan for Festival Park provides for flexible use of the open lawn, events stage and picnic shelter. Uses of the park will include informal recreation, enjoyment of the riverfront scenery, festivals and gatherings, weddings, picnics, performances. The restrooms will benefit strollers on the Pamlico River Promenade and park users. The walkways and benches are features that are convenient and accessible. The children's play area is a family friendly feature. The centerpiece of Festival Park is the multi-purpose open lawn that can be used for general recreation, from which spectators can view performances and where special community events can be held.

The site plan expands the utilization of the park property, enhances the Estuarium and builds upon the success of the Riverfront Promenade. Development of Festival Park will complement the efforts to continue to revitalize downtown Washington and the historic neighborhoods. The centerpiece of Festival Park is the multi-purpose open lawn that can be used for general recreation, from which spectators can view performances and where special community events can be held.



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** Cynthia Bennett, City Clerk; Franz Holscher, City Attorney *CB*  
**Date:** January 7, 2010  
**Subject:** Public Hearing to Adopt Ordinance Adopting and Enacting a New City Code  
**Staff Presentation:** Cynthia Bennett, City Clerk; Carolyn Stroud, Paralegal for City Attorney

**RECOMMENDATION:**

I move that City Council adopt an ordinance adopting and enacting a new code for the City of Washington, North Carolina; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for the manner of amending such code; and providing when such code and this ordinance shall become effective.

**BACKGROUND AND FINDINGS:**

We are nearing the end of a four-year process to update and recodify the City Code using the services of Municipal Code Corporation (MCC). This process involved conducting a thorough review of the City Code by City staff, City Council members, and the City Attorney's office to address editorial, organizational and legal issues as well as incorporating ordinance amendments adopted since the last update through August 2009. The end result is a complete version of the City Code as amended through August 2009.

The recodification is now ready for adoption by City Council. Once adopted, the recodification will replace the current version of the City Code in its entirety. The recodified City Code will be available in printed, loose-leaf format as well as electronic format accessible and searchable over the internet through a link from the City's website. Following adoption, MCC will prepare supplements at least annually to incorporate and codify new ordinance amendments. Between these supplements, amendments to the City Code will be viewable over the internet.

**PREVIOUS LEGISLATIVE ACTION**

City of Washington Budget FY 2005/2006 - Original Appropriation. Contract entered with Municipal Code Corporation on November 18, 2005.

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

- Attachment 1 – Ordinance adopting new City Code
- Attachment 2 – City Code Recodification Overview

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

**AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF WASHINGTON, NORTH CAROLINA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, NORTH CAROLINA:**

Section 1. The Code entitled "The Code of the City of Washington, North Carolina," published by Municipal Code Corporation, consisting of Chapters 1 through 40, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before August 10, 2009, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued pursuant thereto shall be punished as provided by North Carolina General Statute § 14-4. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense unless otherwise expressly provided. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section hereafter enacted, whether or not such penalty is

reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies authorized law, including but not limited to abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the City to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after August 10, 2009 that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective January 19, 2010.

Passed and adopted by the City Council this 19<sup>th</sup> day of January, 2010.

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

**ATTEST:**

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**Cynthia S. Bennett**  
**City Clerk**

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**Certificate of Adoption**

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council, held on the 19th day of January, 2010.

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**Cynthia S. Bennett**  
City Clerk

## Significant Edits Made To The Washington City Code As Part Of The Proposed Recodification

Below is a list of significant differences between the proposed recodification and the current version of the Washington City Code. Language has been edited to address consistency in style and format, rearrange sections where it makes sense to do so, update legal citations and references (such as references to locations), clarify intent, and conform with actual practice. In a few places, substantive changes have been made to make the City Code consistent with the City Charter, clarify procedures or make descriptions of procedures consistent with practice and, in one case, remove a provision deemed as onerous.

### Global

#### Re-numbering

Chapters have been renumbered. Except for Chapter 1, all odd-numbered chapters are reserved for future expansion as needed. Chapters 2 onward are sequenced in alphabetical order and conclude with Chapter 40, which is now the Zoning Ordinance. In addition, sections within chapters have been reserved for future expansion.

### Global

#### Deletion

Specific dollar amounts for fees, rates and charges have been removed from all chapters and are now listed together in a Fees and Charges Schedule as an Appendix to the City Budget. Specific dollar amounts for locally established fines, rewards, penalties, insurance, options, and bonds have been retained.

### Sec. 1-7

#### Revised as follows:

“Except where otherwise stated, the Council shall set all fees annually in conjunction with the adoption of the City budget by reducing said fees to a schedule to be adopted as part of and included in the City budget. ~~and a~~ Said schedule thereof shall be kept on file in the office of the City Clerk. Any reference in this Code to a fee or other monetary term where the amount is not given shall refer to an amount set from time to time by the Council, pursuant to this section.”

*[NOTE: In accordance with this revision, specific dollar amounts for fees, rates and charges were removed from later chapters of the City Code. Specific amounts of locally established fines, rewards, penalties, insurance, options, and bonds have been retained.]*

### Sec. 2-97

#### Revised the Powers and Duties of the City Manager as follows:

(h) ~~Adjust fees and charges for services rendered, up to \$2,500.00~~ Implement and administer the fees and charges established by Council in accordance with Section 1-7.

(i) Set or delegate the authority to set fees and charges, other than those set by council, for services rendered, up to \$2,500.00.

### Ch. 2, Article V

#### Revision

Article VI, Finance Director (formerly entitled City Treasurer) of Chapter 2, Administration, has been revised to remove language requiring the City Council to appoint a City Treasurer. This revision makes the language of the City Code consistent with the language of the Charter following its amendment in 1996. The 1996 Charter amendment, among other things, had removed a provision that required the City Council to appoint a City Treasurer, who served as Finance Manager, and replaced it with the following language: “The City Manager shall appoint a Finance Director to perform the duties designated in G.S. 159-25 and such other duties as may be prescribed by law or assigned by the Manager.”

The revision is as follows:

#### ~~ARTICLE VI. CITY TREASURER~~ FINANCE DIRECTOR

##### Sec. 2-149. Appointment.

The ~~City Treasurer~~ Finance Director shall be appointed by the City Council ~~Manager~~.

**Sec. 2-150. Duties.**

It shall be the duty of the City Treasurer to:

- ~~(1) Sign, with the Mayor or Mayor Pro Tem, and Finance Manager or City Manager, all warrants or orders for the payment of any public funds.~~
- ~~(2) Reconcile the bank statements from the city's depositories.~~
- ~~(3) Advise the Finance Manager on the status of the city's depositories.~~

The Finance Director shall perform the duties designated in G.S. 159-25 and such other duties as may be prescribed by law or assigned by the City Manager.

**Sec. 2-31**

**Revised as follows:**

~~The Mayor, the Mayor Pro Tem of the City Council or any two (2) members thereof may at any time call a special meeting by causing a written notice, stating the time and purposes of holding such meeting and signed by a person calling the same, to be delivered in hand to each member or left at his usual dwelling place at least six (6) hours before the time of such meeting. Meetings of the City Council may also be held at any time when all the members of the Council are present and consent thereto. The Council may consider at such meetings only those matters mentioned in the notice of the special meeting.~~

The Mayor, the Mayor Pro Tem or any two (2) members of the City Council may at any time call a special council meeting by signing a written notice stating the time and place of the meeting as well as the subjects to be considered. Said written notice shall be delivered in hand to each member or left at each member's usual dwelling place at least forty-eight (48) hours before the time of such special meeting called in this manner. Only those matters of business specified in said notice may be transacted at a special meeting called in this manner. In addition to the procedures set forth herein, a person or persons called a special meeting in this manner shall cause the notice requirements of Article 33C of General Statutes Chapter 143 to be complied with.

**Sec. 2-215  
Sec. 2-251  
Sec. 2-501**

**Revised**

These sections describing the Planning Board, Housing Authority and Animal Control Appeals Board have been revised to remove outdated references to dates establishing the lengths of initial terms in order to set up staggered terms.

**Sec. 2-551**

**Reorganization**

The chapter on purchasing (formerly Chapter 14) has been deleted and provisions regarding purchasing have been incorporated into Chapter 2, Administration.

**Ch. 26**

**Deletion**

A section listing the duties of police officers was removed from Chapter 26, Police to reduce potential legal exposure to the City.

**Ch. 36**

**Reorganization**

Regulations governing taxicabs (formerly in the Licenses and Business Regulations chapter) and horse-drawn carriages (formerly part of the Miscellaneous Provisions chapter) and been relocated to a new Chapter 36, Vehicles for Hire.

**Sec. 40-8**

**Revision**

**Sec. 40-8. Reduction or change in lot size prohibited.**

No lot shall be reduced or changed in size ~~so that~~ such that it creates a lot or lots that do not meet the requirements of these regulations, including but not limited to the total area; minimum frontage; front, side, or rear setbacks; lot area per dwelling unit; or other dimensions, areas, or open spaces ~~required by the regulations are not maintained~~. No lot shall be subdivided so as to produce an additional lot which is not in conformity with these or other applicable regulations,

unless such lot is combined with other land to produce a conforming lot or unless said lot is deeded, dedicated, and accepted for public use.

**Sec. 40-149**

**Revision**

Chapter 40, Zoning, Article VI, Dimensional Standards, Modifications, And Special Standards, Section 40-149, Special standards for permitted uses, Subsection o has been revised as follows:

(o) *Public school maintenance facilities in residential zoning districts.*

(1) Minimum lot size: twenty thousand (20,000) square feet.

(2) External peripheral yard setback: fifty (50) feet.

~~(3) The maintenance facility is allowed, provided the general offices of the Beaufort County School Board are located on the same parcel of land.~~

(4) Operation of the facility is Monday through Friday, 7:00 a.m. through 5:00 p.m., or when emergency situations arise, i.e., hurricanes/tornadoes.

(5) No outside storage of materials shall be permitted.

*[NOTE: The provision in subsection (o)(3) is not being followed in regard to the school system's Pennsylvania Avenue maintenance facility.]*

**Sec. 40-355**

**Deletion**

Due to the abolishment of the Airport Commission Article XIV, Telecommunication Towers and Antennas of Chapter 40, Zoning, has been revised to remove the requirement that an applicant for a special use permit applicant receive approval from the Airport Commission. Sec. 40-355 has been revised as follows.

(e) All telecommunications towers existing on the effective date of the ordinance from which this article ....

~~(f) An applicant must receive approval from the Washington Airport Commission before requesting a special use permit from the Board of Adjustment.~~

(g) An applicant shall ensure in a signed and notarized document ....

**Sec. 40-386**

**Revised**

**Sec. 40-502**

These sections describing the Historic Preservation Commission and Board of Adjustment have been revised to remove outdated references to dates establishing the lengths of initial terms in order to set up staggered terms.

**Sec. 40-502(b)**

**Revision**

Chapter 40, Zoning, Article XIX, Board of Adjustment, Sec. 40-502 Subsection (b) has been revised as follows:

“The Council may, in its discretion, appoint ~~and provide compensation for~~ alternate members to serve on the Board in the absence or temporary disqualification of any regular member or to fill a vacancy pending appointment of a member.”

**Sec. 40-512**

**Revision**

Chapter 40, Zoning, Article XIX, Board Of Adjustment, Section 40-512, Subsection (d) on special and conditional uses permits has been revised as follows:

"~~These~~ regulations may also provide that the Board of Adjustment, ~~the Planning Board, or the City Council~~ may issue special use permits or conditional use permits in the classes of cases or situations and in accordance with the principles, conditions, safeguards, and procedures specified therein and may impose reasonable and appropriate conditions and safeguards upon these permits."

**Sec. 40-584**

**Deletion**

This section on violations in Article XXI, Administration, of Chapter 40, Zoning has been revised to remove subsection (b) regarding repeat violations. This subsection stated: "If an owner or occupant repeats the same violation within a five (5) year period from the date of the initial violation, it shall be considered to be a continuation of the initial violation and shall be subject to additional penalties and remedies." The legal opinion is that this requirement is onerous.



## Little Washington Sailing Club

P.O. Box 1988 Washington, NC 27889

Phone 252-946-3969

E-mail: [dwow@washingtononthewater.com](mailto:dwow@washingtononthewater.com)

January 19, 2010

To: Mayor Archie Jennings  
Members of the Washington City Council  
City of Washington NC

From: The Little Washington Sailing Club.

Dear Mayor and Council members:

The following is a brief description of the Little Washington Sailing Club; its purpose, goals, inaugural season, 2010 season, and current needs.

### PURPOSE:

The Little Washington Sailing Club is an enterprise of DWOW, operating as a committee of DWOW. We support and enhance the goal of DWOW to bring revitalization, positive activity, and people to the downtown and waterfront areas.

### GOALS:

- To provide the youth of our community (ages 10-18) an opportunity to participate in and enjoy our Pamlico River regardless of economic station.
- To learn the basics of sailing along with water safety, self confidence, self reliance, teamwork, and respect for the environment and others.
- To provide scholarships to the youth of the community on a need basis.
- To be self sustaining through program fees and private donations.

### INAUGURAL 2009 SEASON:

Our 2009 season, (June 15 through August 14) was an unqualified success considering several challenges that were encountered.

### HIGHLIGHTS:

- Enthusiastic and committed group of volunteers.
- 47 students.
- 5 students were awarded scholarships. 3 of the students were referred by Bishop Jones of Purpose of God and Beaufort County Department of Social Services.
- Many positive comments from the community at large and student parents/guardians. Some parents have become volunteers for the 2010 season.
- Great support from DWOW, the Washington Daily News, and City agencies.

2009 Challenges:

- LWSC was inexperienced with this type of program.
- As an unknown entity, fund raising and sponsorship was a challenge.
- Our CAMA permit restricted us to using only 3 of our 6 dinghies at the Estuarium dock
- The dinghies had to remain in the water resulting in fouled hulls and barnacle damage to the bailers.
- We had 4 additional scholarships to offer but we could not locate kids who could pass the swim test requirement.

2010 Season:

Our new season is off to a great start. With our inaugural season behind us we now have experience to draw upon. Here are some of the projected highlights for this year.

- We have approx. 30 volunteers on our roles.
- CAMA has agreed to issue us a "Temporary Special Use Permit" which will allow us to base our operation anywhere along the Washington waterfront without restriction as to the number of boats or amount of platform square footage.
- Grady White has come on board as a new sponsor.
- We are purchasing 4 additional sections of floating platform to join with the one we have currently at the Estuarium dock. The 5 sections,( 8ft. x 20ft.) when joined together, will provide a 20ft. x 40ft. platform. This will allow us to utilize all of our dinghies as well as take them out of the water each day. Please refer to the attached photo page. The top photo shows the one section of platform we currently have with 4 more to be purchased. The bottom photo gives an idea of what the configuration will look like along the waterfront. This photo is from a yacht club in Connecticut.
- We will have more emphasis on student awareness and recruitment within the middle and high schools of the community.
- The swim lessons provided by the Boys and Girls Club at the Aquatic Center will help some underprivileged kids qualify for scholarships.

Needs Request of City Council

- Permission to use one of the free docks on the Washington waterfront (preferably J or K dock) from mid April through early Sept. The platform will be stored ashore during the off-season. See attached copy of City's new dock plan for proposed location.
- Waive the 2 day maximum stay requirement for the free docks.

ATTACHMENTS:

- Photo page described above
- 2009 P&L statement
- Dock plan
- Copy of liability insurance coverage
- LWSC organizational chart

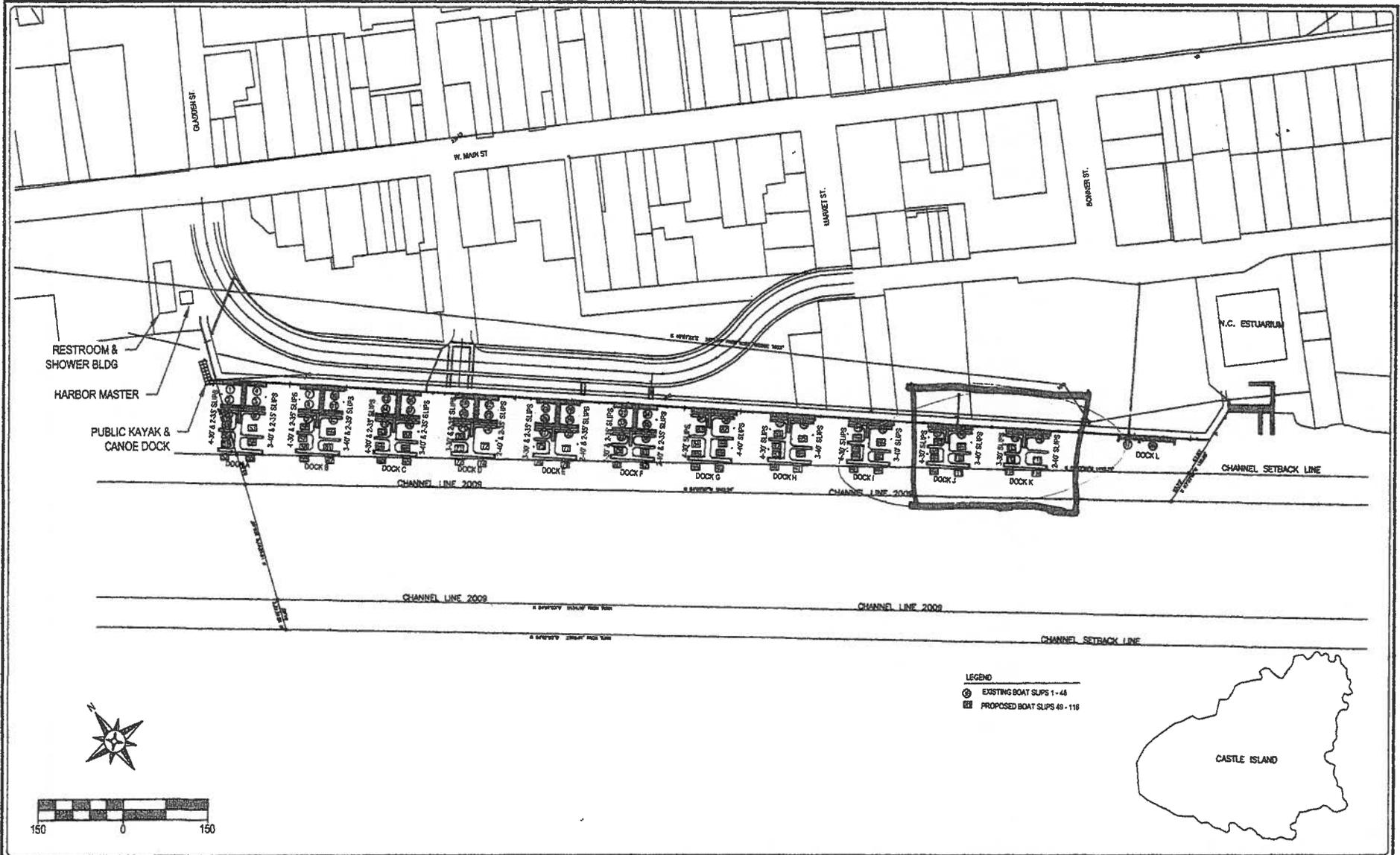


**Little Washington  
Sailing Club  
Summary  
Profit and Loss Statement  
2009**

	A	B	C	D	E	F	G	H	I
1									
2									
3	<b>LWSC</b>	<b>2009</b>			<b>Budget</b>	<b>Actual</b>	<b>Variance</b>		
4	<b>INCOME</b>								
5	Net Income Carry Forward					\$841.36	\$841.36		
6	Sponsorships				\$8,000.00	\$3,750.00	(\$4,250.00)		
7	Miscellaneous Donations				\$2,000.00	\$2,935.00	\$935.00		
8	Students				\$12,000.00	\$9,200.00	(\$2,800.00)		
9		Less Scholarships (4) Carried Forward to 2010				(\$800.00)	(\$800.00)		
10		<b>TOTAL INCOME</b>			<b>\$22,000.00</b>	<b>\$15,926.36</b>	<b>(\$6,073.64)</b>		
11									
12	<b>EXPENSE</b>								
13	Insurance				\$2,000.00	\$1,542.50	(\$457.50)		
14	US Sailing Membership				\$125.00	\$125.00	\$0.00		
15	Repairs/ Maintenance				\$1,000.00	\$660.07	(\$339.93)		
16	Equipment (Safety Boat)				\$4,000.00	\$5,452.10	\$1,452.10		
17	Advertising/promotions				\$2,000.00	\$2,233.51	\$233.51		
18	Personnel				\$6,000.00	\$5,167.20	(\$832.80)		
19	Misc. Startup Expense				\$2,000.00	\$2,729.91	\$729.91		
20		<b>TOTAL EXPENSE</b>			<b>\$17,125.00</b>	<b>\$17,910.29</b>	<b>\$785.29</b>		
21									
22		<b>NET INCOME</b>			<b>\$4,875.00</b>	<b>(\$1,983.93)</b>	<b>(\$6,858.93)</b>		
23									

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X:\Data\Actwel\2251 Washington Waterfront\dwg\EA Figures 0809 Resubmittal\Figures.dwg, 3/20/2009 9:40:08 AM



NO.	REVISION	BY	DATE

**CSE**  
 CONSULTING SERVICES, INC.  
 1000 W. MARKET ST., SUITE 200  
 WASHINGTON, NC 27889  
 TEL: 704.251.2251  
 FAX: 704.251.2252

CLIENT:  
**CITY OF WASHINGTON**  
 P. O. BOX 1988  
 WASHINGTON, NC 27889

PROJECT:  
**BOAT DOCK PROJECT  
 PHASE 3**

DRAWING TITLE:  
**PROPOSED DOCKS**

SCALE: 1" = 150'  
 DATE: 03/20/09  
 DRAWN BY: RSH  
 APPROVED BY: JVF  
 PROJECT #: 2251

PRELIMINARY DRAWING  
 NOT FOR CONSTRUCTION

**03**

<b>LLOYD'S</b> Underwriters	<b>COMMERCIAL GENERAL LIABILITY INSURANCE</b> Effected with Certain Underwriter's at Loyds (hereinafter called the "Insurer") through <b>First Flight Insurance Group, Inc.</b> Authority Reference Number L8901 P.O. Box 1048, 4112 N. Croatan Hwy Kitty Hawk, NC 27949
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**POLICY DECLARATIONS**

<b>Named Insured:</b> Downtown Washington on the Waterfront, Inc. dba Little Washington Sailing Club <b>Address:</b> PO Box 1988 <b>City, St. Zip:</b> Washington, NC 27889	<b>Policy Number:</b> 9581SA01607 <b>Policy Type:</b> New
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**DESCRIPTION OF OPERATIONS:** Sailing Club  
*This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.*

<b>PREMIUM:</b> \$1,042.50	<b>Marine General Liability</b>	\$850.00	<b>TERM OF COVERAGE</b>	
<i>Minimum/Retained:</i> 25% \$ N/A plus taxes & fees <b>Date Fully Earned:</b> N/A	<b>Terrorism</b>	Declined	<b>Effective Date:</b>	<b>Expiration Date:</b>
<b>Adjustment Rate</b> N/A	<b>Less Program Discount</b>	\$	6/16/2009	6/16/2010
	<b>Surplus Lines Tax</b>	\$42.50	12:01 A.M. Standard Time at your address shown above	
	<b>Filing Fee</b>	\$150.00		
	<b>Policy Fee</b>	\$		

*In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.*

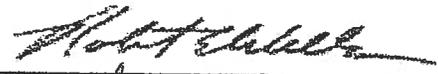
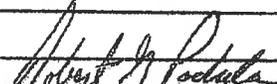
**LOCATIONS to which this policy applies:** See Designated Operations Schedule - FFPOL - LTDESGOPS  
**Form Of Business:** Corporation

LIMITS OF LIABILITY		SCHEDULE OF DEDUCTIBLES
Aggregate	\$2,000,000	See Schedule of Deductibles
Each Occurrence	\$1,000,000	
Products & Completed Operations Liability Limit	\$1,000,000	
Personal & Advertising Limit	\$1,000,000	
Fire Damage to Rented Premises Per Fire Limit	\$100,000	
Medical Payments Per Person	\$10,000	
P&I Liability	INCLUDED	

**SCHEDULE OF RIDERS AND ENDORSEMENTS** See attached Forms and Endorsement Schedule

**LIMIT REDUCTION BY DEFENSE COSTS**  
Any liability limit set forth above or within this policy shall be reduced based upon the defense costs and fees incurred by the insurer as set forth in the body of this policy.

"The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund."  
Philip C. Midkiff

Date: 7/16/2009  
Per:   
Date: \_\_\_\_\_  
Countersigned By:  Robert J. Poole, CEO

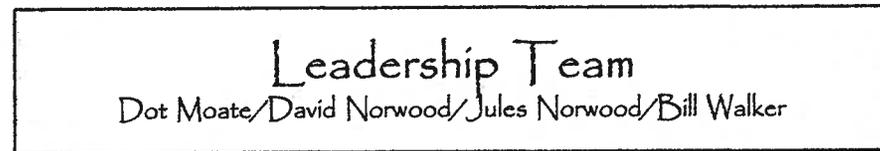
The insured is requested to read this policy, and if incorrect, return it immediately for alteration.  
**THIS POLICY CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE.**  
**THIS POLICY DOES NOT AUTOMATICALLY RENEW**

FFPOL-DECCOM (0608)

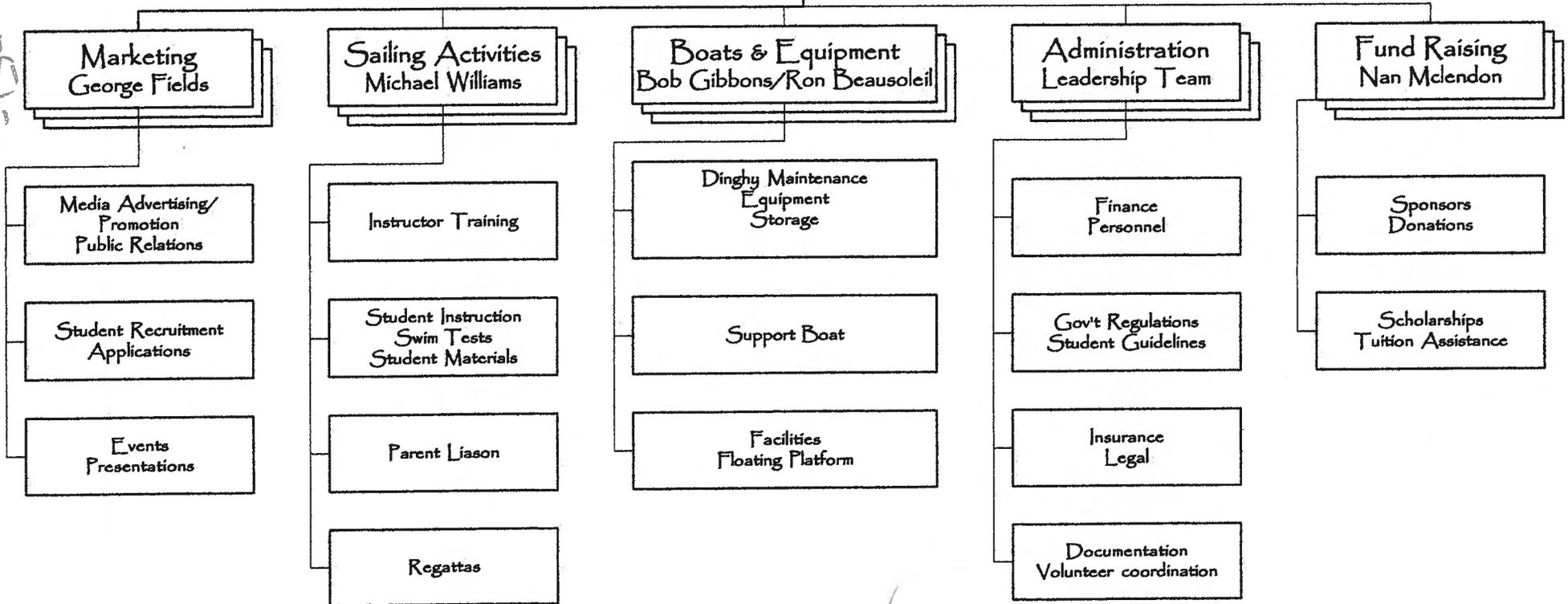
-50-

# Little Washington Sailing Club

October 31.2009



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## CITY OF WASHINGTON

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# MEMORANDUM

DATE: January 6, 2010

TO: Mayor and City Council

FROM: Bianca T. Gentile, Special Projects

SUBJ: Housing and Urban Development, Continuum of Care

In order to coordinate activities to meet the needs of individuals and families who are experiencing homelessness and apply for federal funds, community partners come together to form a "continuum of care." The Continuum of Care is a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximum self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness" (Housing and Urban Development).

Denise Neunaber, Executive Director of the NC Coalition to End Homelessness, will give a brief presentation to Council. Her presentation will focus on:

- Overview of state and local housing statistics
- What is the North Carolina Coalition to End Homelessness?
- What is continuum of care?
- Summary of HUD funding opportunities
- How a municipality can participate/support housing activities

Local housing and services providers, such as Washington Housing Authority, Habitat for the Humanity and East Carolina Behavioral Health Services, have come together to create a local Continuum of Care (CoC). By forming a CoC these providers will be able to compete for HUD funds available through HUD Continuum of Care Grant Competition. In FY 08 13,705,827 was awarded to North Carolina's 12 CoC's through a competitive process.

# MEMORANDUM

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TO: Mayor and City Council  
FROM: Bianca T. Gentile, Special Projects  
SUBJ: Housing and Urban Development, Continuum of Care

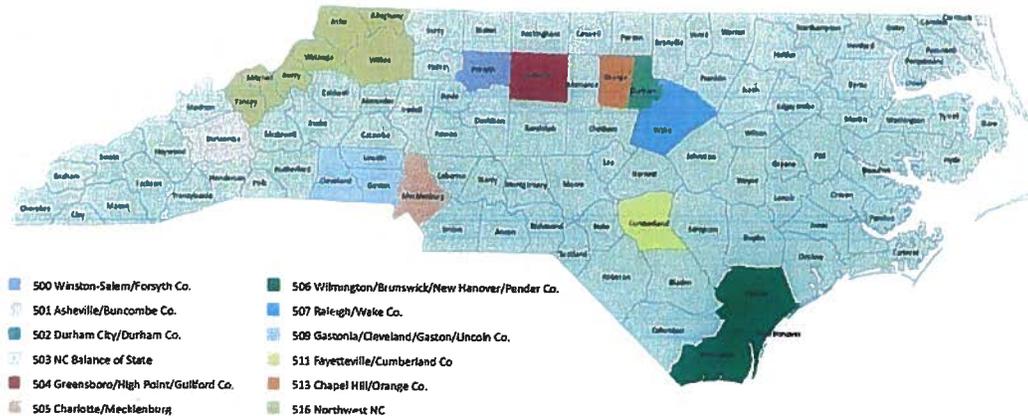
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2009 North Carolina Continuum of Care (CoC) Primary Areas





**CITY OF WASHINGTON**

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**MEMORANDUM**

**DATE:** 12, January 2010

**TO:** Mayor and City Council

**FROM:** Bianca Gentile, Special Projects

**SUBJ:** 2010 Departmental, American Recovery and Reinvestment Act (ARRA) and Non-ARRA funding opportunities

Respectfully submitted is a project update related to the City’s funding opportunities. The report is divided into six sections:

1. American Recovery and Reinvestment Act (Stimulus) funding opportunities as identified by Bianca Gentile, Special Projects and collaborating with appropriate department
2. Non- American Recovery and Reinvestment Act (Non-Stimulus) funding opportunities identified by Bianca Gentile, Special Projects and collaborating with appropriate department
3. Project management activities: Grants managed by Bianca Gentile, Special Projects
4. Departmental funding opportunities as identified by Department Heads
5. Total Potential Funding Impact Summary

## American Recovery and Reinvestment Act (Stimulus) funding opportunities/projects

Grant Program	Project	Applied/Dead line	Amount	Other	Status
Bureau of Justice: Rural Law Enforcement	2-year gang/crime investigator, plus license plate recognition technology for patrol cars	Yes: award notification September 30	\$191,408 DEPT: PD	*Award reflects actual amount.	\$191,308 awarded; all ARRA reports current.
Bureau of Justice: Local Solicitation	Hire Law Enforcement Development Planner	Yes: award notification July 31	\$40,234 DEPT: PD	Direct appropriation	\$40,234 awarded; all ARRA reports current.
USDA Rural Development: community facilities	Construction of New Police facility	October, 2009	Project estimated @ \$4.35M	Loan package submitted Must determine site, so it may go through environmental state clearinghouse	\$4.35M Loan/grant request submitted to USDA on 10.17.09 Grant: \$100K (tentatively awarded)
Dept. of Homeland Security	Construction of new police facility; EOC	Pre-app due Jan. 20th, 2010 Final February 12 <sup>th</sup> , 2010	TBD: Dependent on square footage of EOC	Funding is available to support construction of an Emergency Operations Center (EOC) within new PD	\$TBD: Highly competitive federal process
Build American Bonds	Construction of new police facility	Submit request to LGC	\$TBD:	Bonds program available from 2009-2010	\$TBD: 35% reimbursement of interest paid from federal government/tax credit
Weatherization Assistance Program	Create city centered weatherization program (average of \$4K per home to weatherize)	N/A	\$800,000 (MCCA manages funds)	MCCA to lease office space at City Hall Lease start date: 1/06/10	\$800,000 in home renovations, plus 6 contractor jobs to be created and 1 coordinator hired.
Energy Efficiency Conservation Block Grant	Lighting retrofit project on 9 municipal buildings and two civic buildings (Estuarium and boys and girls club)	Jan. 15 <sup>th</sup> and Jan 31st 2010	Max. request: \$200,000 10% match Grant devlpmnt: BG	Developed local energy plan to qualify for program. Project developed per results of Detailed Energy Audit Bianca: manage/finance	\$200,000/max request. Will submit for a lighting retrofit project on 9 municipal buildings and 2 local nonprofits. (1 yr project, competitive grant but not untouchable)

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<b>State Energy Program</b>	Existing and new Construction homes weatherization program (no income limitations)	Guidelines will be released early January, 2010	Pending RFP  No dept assigned	Under this opportunity City could launch a revolving loan fund allowing homeowners to weatherize homes w/no or low interest loans	<b>\$TBD:</b> Waiting for the Request For Proposals (RFP)
<b>Main Street Energy Fund</b>	Energy retrofits for public and private buildings/street lighting	January 31, 2010	\$250,000  DEPT: Planning/BG /DWOW	50% grant/match (no admin allowed) DWOW assisted with handing out info, advertising on Public Access.	<b>\$250,000; available.</b> Little interest from building owners. City may want to consider looking into street lighting retrofits.
<b>Alternative Fuel Vehicles</b>	Improve municipal vehicular emissions	TBD	N/A	Developed Green Fleet Policy. Will partner with NC Solar Center on Application. Relationship established.	<b>\$TBD:</b> waiting for RFP on state level

PLEASE NOTE: Stimulus funding opportunities are a onetime funding source. These opportunities open and close very quickly. There are still programs "in play" and new programs are made public regularly, although the unveiling of new, stimulus related programs is expected to slow down significantly in 2010.

It is important for the council to discuss whether or not City staff may file grants without council's prior approval.

## Non-American Recovery and Reinvestment Act (Stimulus) funding opportunities/projects

Grant Program	Project	Applied/Dead line	Amount	Other	Status
Federal Emergency Management Agency : NC Division of Emergency Management	Repetitive Loss; Houses	August, 2009* Letter of Interest submitted (May, 09)	\$293,755  Notification: July, 2010 DEPT: Planning and Public Works	Partnered w/ Washington Park and HCP to elevate/demo structures suffering from repetitive environmental damage	<b>\$293,755:</b> Total project budget. Partnered with County (HCP managing) to submit joint application. 4/15 homes qualify for participation within City. Application submitted, fundable project.
Federal Emergency Management Agency : NC Division of Emergency Management	Repetitive Loss: Old Health Department	August, 2009 Letter of Interest submitted (May, 09)	\$184,000 (covers acquisition and demo costs) Notification: July, 2010. Dept: Planning	Increase in budget reflects use of 2010 property values and actual demo estimates	<b>\$184,000</b> requested. City must match 25% of project total with in kind or cash matches. Application submitted, pending federal approval. Fundable project.
Federal Emergency Management Agency : NC Division of Emergency Management	Culvert Project	LOI due May, 2010	Dept: Public Works		Culverts will be a NCDDEM priority next funding cycle (FY10)
NC Department of Transportation : Bicycle Master Plan Project	Master Bike Plan, City of Washington	December 4, 2009	\$35,000  Dept: Parks and Recreation	Worked with Parks and Recreation Dept. 20% or \$7,000 match required. If awarded, Parks Recreation Dept will manage.	<b>\$35,000 Request</b> Submitted to NCDOT per planning efforts for city bike/greenway plan. Will link to Greenville/Washington Greenway system. Pending approval.
North Carolina Housing Finance Agency: Urgent Repairs Program	Low income home repairs	December 11, 2009	\$75,000  Dept: Planning/BG	Planning department will manage the repair of low income homes. \$5K per home available	<b>\$75,000 project.</b> Requested and pending approval. Highly competitive grant climate (slim chance of award)
Community	Washington	Yes,	\$250,000 (22,700	Application submitted	<b>\$250,000.</b> Grant award expected

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Development Block Grant (CDBG) : Housing development grant	Housing, Inc.	submitted October, 2009	admin) Dept:Planning/BG	and pending approval	in May, 2010. Competitive grant environment
Historic Preservation Grant	Rehab plan, Old City Hall	Feb. 12, 2010	\$25,000 Up to Dept: Planning/bg	Match can be either kind or cash, 40% required	\$10,000 request expected. Use funds to develop plan for old city hall. Fundable project.

## Project management

Grant Program	Project	Applied/Dead line	Amount	Other	Status
Community Development Block Grant (CDBG) : Capacity Building grant	Washington Housing, INC	Y; drawdown process beginning	75,000 (10% admin) Dept: planning/BG	Partnered with Washington Housing, Inc. Matt/I reorganizing CDBG oversight to ensure goals are met	Grant's first drawdown was made and annual site visit in September, 2009.
NOTE: Also managing Bureau of Justice grants to ensure compliance with ARRA reporting requirements;					

## Summary American Recovery and Reinvestment Act Funding Opportunities

Not awarded project (application declined)	\$0	
Technical assistance	N/A	ECU Geography department, W/G Greenway mapping
Income	\$ 1,207,542.00	LEPD, Gang Investigator, CDBG Capacity, weatherization, USDA Grant (pending acceptance of loan)
Pending awards (submitted applications)	\$ 5,097,755.00	Loan USDA, Old Health Department, Repetitive Loss, Greenway planning, Urgent Repairs Application, CDBG Housing Development
Money on the table (no application submitted to date)	\$ 450,000.00	Energy Efficiency Conservation Block Grant Program (EECBG), Main Street Funding, Alternative Fuel Program, State Energy Program
<b>Total Project Portfolio</b>	<b>\$6,755,297.00</b>	Project management, stimulus and other funds

## Other 2010 Departmental Grants (active or identified)

Grant Program	Project	Applied/Dead-line	Amount	Other	Status
<b>DEPARTMENT: PARKS AND RECREATION, Philip Mobley</b>					
NC Recreational Trails Program	"Build 3000" walkway along Jack's Creek	Yes	\$100,000	25% match. Funds have been allocated through admin/cash	\$100,000 awarded.
Boating Infrastructure Grant Program (BIG-P)	Construct 12 Transient Slips along Waterfront	Yes	\$200,000	Match allocated: \$25,300 cash match and \$104,676 in-kind match	Project in Process, Will begin CAMA permitting process soon
The North Carolina Parks and Recreation Trust Fund (PARTF)	Develop Festival Park	February 1, 2010	\$575,000	50% match, although you 3 years do allocate	Grant currently being developed with team of volunteers from public and private sector
<b>DEPARTMENT: PLANNING AND COMMUNITY DEVELOPMENT: John Rodman</b>					
Div. of Coastal Management – Public Beach & Coastal Access Grant	Waterfront Dockmaster and Public Restroom Facilities for western end of Stewart Parkway (Maritime Quarter)	Pre-application due March 2010 - DEPT: PLANNING	\$325,000	10% match of grant award with 5% of that amount available as in-kind Final Application , May, '10 Awarded, September, '10	\$3 million available for 20 coastal counties - \$200,000 average grant award
<b>DEPARTMENT: FIRE, Interim Chief Robert Rose</b>					
FEMA 2009 Fire Act Grant	Replacement of 22 complete sets of turn-out-gear	Yes DEPT: FIRE	\$50,930	\$2,546- required.'	Award number has been posted on online application; have not received official notification.
<b>DEPARTMENT: POLICE, Chief G. M. Reed</b>					
NC Gov Crime Commission	2 year drug market / gang reduction called Project Next	Awarded 07/01/2008 DEPT: POLICE	284,212	\$71,053.00	Grant is active and in final year
NC Gov Crime Commission	2 year drug market / gang reduction called Project Next Step based on needed to continue civilian staff salary	1/29/2010 DEPT: POLICE	\$69,370	\$17,342.00	Will apply by 01/29/2010

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US Department of Justice: Office of Justice	Bulletproof Vest Partnership Program	Awarded FY 2008 DEPT: POLICE	\$ 6,822.50	Paid 50% of Vest purchases, max 20	Still active through 2010
NC League of Municipalities	Soft Body Armor Reimbursement Program	Yearly DEPT: POLICE	\$2,500	\$250 per vest, 10 max	N/A
CEDAP - Commercial Equipment Direct Assistance Program	Providing technology and equipment, along with the training required to operate that equipment.	As requested DEPT: POLICE	N/A	N/A	No funds available 2009
The Counterdrug Technology Assessment Center (CTAC)	Provides LE equipment for the purpose of fighting the war on drugs.	As requested DEPT: POLICE	N/A	N/A	As Needed
NC Crime Control & Public Safety Law Enforcement Services (LESS)	Provides excess Department of Defense equipment free of charge to state and local law enforcement agencies to use in law enforcement activities.	As requested DEPT: POLICE	N/A	1/2 % of requested equipment value.	As Needed
NC Gov Highway Safety Program - Grant	Initiative to combat the increase in drunk driving arrests and impaired driving accidents in the surrounding counties.	March 31, 2010 DEPT: POLICE	\$25,000 - \$30,000	Estimated 25% Match	N/A
<b>DEPARTMENT: PUBLIC WORKS, Allen Lewis</b>					
Rural Center: Infrastructure	Extension of 16" water line from Industrial Park to BC water tower to serve Flanders Filters	Awarded; DEPT: PUBLIC WORKS	\$500,000	\$23,462- allotted	Project complete. To be closed out end of January '10
CBDG: Economic Development	Extension of 16" water line from Industrial Park to BC water tower to serve Flanders Filters	Awarded DEPT: PUBLIC WORKS	\$336,600	No match	Project complete. To be closed out end of January '10

CDBG: Infrastructure	24" gravity sewer line along Pennsylvania Ave	Awarded DEPT: PUBLIC WORKS	\$500,000	\$40,000- allotted	Scheduled for completion January '10
DPPEA	Roll-out cart recycling grant	No deadline Grant submitted DEPT: PUBLIC WORKS	\$100,000	No match required from agency but \$100,000 is needed to completely fund project	Very good chance project will be awarded. Notification: February, 2010.
<b>DEPARTMENT: LIBRARY, GLORIA MOORE</b>					
NC State Library: LSTA Technology Assistance	Mobile Lab Unit; to purchase laptops to teach computer literacy classes, install wireless upstairs	Feb 17 , 2010	\$25,0000	20% Match, not yet allocated	Letter of Intent submitted, will submit application on 2.17.09 and notification, June 2010
<b>DWOW: Beth Byrd and Board of Directors</b>					
USDA: Farmer Market Promotion Program (FMPP)	Promoting domestic farmers' markets	April 2010	\$5,000	No Match	No read on status.
<b>Total 2010 Departmental Active or Identified Grant Opportunities</b>			<b>\$3,335,435</b>		

## Total Potential Funding Impact Summary

Not awarded project (application declined)	\$0	
Income	\$ 1,147,142.00	LEPD, Gang Investigator, CDBG Capacity (admin), weatherization, Gang Investigator, USDA Grant
Pending awards (submitted applications)	\$ 5,225,061.00	Loan USDA, Old Health Department, Repetitive Loss, Greenway planning, Urgent Repairs Application, CDBG Housing Development
Money on the table (no application submitted to date)	450,000.00	Energy Efficiency Conservation Block Grant Program (EECBG), Main Street Funding, Alternative Fuel Program, State Energy Program
<b>Total Stimulus/Non-stimulus Project Portfolio</b>	<b>\$6,722,203.00</b>	
<b>Departmental Active/2010 Identified Grant Opportunities</b>	<b>\$3,335,435.00</b>	
<b>TOTAL FUNDING POTENTIAL 2010</b>	<b>\$10,057,638.00</b>	

\*PROJECT MANAGEMENT is collaborative in many cases. City staff does a good job working across departmental lines to ensure fiduciary compliance and grant goals are met in a timely manner.

## **December-January Tourism Development Authority Report**

While the Board of Directors for the WTDA haven't officially met since its November meeting, the WTDA has been turning out a number of projects for the new year.

- January – June 2010 official calendar of events will be released within the week. It is currently being printed locally.
- 2010 updated county maps are in production. The WTDA took the lead in this project, initiating updates, changes and corrections to the official map. Partners were sought to assist in funding the maps.
- To date, three billboards (2 south and 1 north) have been secured on Highway 17 before the bypass encouraging travelers to use Business 17. The billboards are in the design phase. Three Washington hotels have partnered on these billboards. Additional billboards are being considered as they become available.
- Three new board members received their orientation to the WTDA. Topics of the orientation included: funding, relationship with the City, role in the community, programs, and current marketing efforts.
- We participated in the Association Executives of North Carolina annual trade show to attract meetings to the Civic Center. This was the 3<sup>rd</sup> year of participating in the show. Awareness of Washington and the Civic Center is growing.
- With the launch of the new website in November, internet inquiries and traffic are up significantly from the previous site.

**Downtown  
Washington  
On the Waterfront  
2009  
Accomplishments**



102 East 2nd Street, Suite 311A ■ Washington, NC 27889 ■ 252-946-3969  
www.washingtononthewater.com ■ dwow@washingtononthewater.com

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*The mission of Downtown Washington on the Waterfront, Inc. is to serve as a facilitator and catalyst to renew, restore, rebuild, and revitalize the downtown business district, improve economic conditions, encourage tourism, and preserve historical buildings and their significance.*

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**DWOW currently has staff and volunteers involved in many projects:**

**Citizens for Revitalization Committee** – Formed committee which built consensus on vision, retained LandDesign and created the Visualization and Reinvestment Strategy for downtown Washington. DWOW provided financial and administrative support, as well as leadership.

**Saturday Market**- weekly farmers market and monthly artisan market held in downtown Washington attracting hundreds to downtown Washington.

**Little Washington Sailing Club** – Completed successful first season of youth sailing classes, teaching 47 students with the involvement of over 30 volunteers from the boating community.

**Harbor Management Plan Committee** – Helping to protect our most valuable asset

**Old City Hall Use Study** – Hoping to spur revitalization efforts for this distinct historical structure

**Spring Sweep** - Clean-up day for downtown

**When it was discovered that the City of Washington's Façade Improvement Grant Program had not been funded, DWOW recommended to City Council that the central business district would be better served by reassigning DWOW's \$15,000 appropriation for alley improvements to the façade grant improvement program, which the City Council approved.**

***With the help of many volunteers, downtown organizations and sponsors DWOW is proud to bring these events to downtown:***

**BC Traditional Music Festival - April 2009 - Major financial supporter of the first BC Traditional Music Festival brought to you by the BC Arts Council**

**Pickin on the Pamlico - August 2009 - 4th Annual DWOW fund raiser that brings a memorable evening of great music & great local seafood to the Pamlico river banks for over 550 people. Even though we experienced deplorable weather causing a 50% drop in bar sales we were still able to make very close to previous year's profits of \$9,000.**

**Pirates Beach Music Festival - September 2009 - Attracted over 2,000 people from many parts of NC and other areas. Event raised \$8,000 for a permanent music park on the old Evans Seafood property site and \$4,000 for DWOW's coffers.**

**Smoke on the Water - October 2009 - Annual festival traditionally put on by the Merchants Association. DWOW assumed many of the responsibilities of the non functioning Association.**

**Washington Haunts... A Ghost Walk - October 2009 - Walking tour of historic sites. Tour groups met outside a downtown restaurant which reported a 25% increase in sales for the night.**

**Art Walk - November 2009 - Very successful evening brought to you in conjunction with the BC Arts Council promoting all of downtown's many art galleries.**

**7<sup>th</sup> Annual Christmas Flotilla & Toys for Tots Campaign - December 2009 - Bringing hundreds of people downtown to kick off the holiday season.**

**Hometown Holiday - December 2009 - A festive night to listen to the carolers, visit with Santa and shop downtown.**

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***DWOW instituted and publishes these promotional pieces for Downtown.***

**Downtown Happenings - a monthly electronic newsletter that highlights downtown businesses, different events happening that month and interesting buys one might find downtown. Sent to approximately 1,000 people from the DWOW contact database.**

**Washington Dollar- promotional piece that helps attract visitors to Washington into downtown stores via discount offers. Distributed through the Washington Visitor Center, the Dockmaster Office and the Chamber of Commerce.**

**'Visit Washington' tourism brochure distributed to all N.C. State Visitor Centers created in partnership with the WTDA and Merchants Association.**

DWOW has worked diligently to create alliances with all downtown organizations, where in the past there were none. BC Arts Council, WTDA, Chamber of Commerce, Washington Area Historic Foundation, PTRF, the Turnage and others are all working together to make downtown Washington a better place. Prior to the death of the Downtown Merchants Association President - Gary Tomosulo, DWOW was in talks exploring the possibility that DWOW and the Merchants Association merge so that the two organizations become a more cohesive group to service the unique needs of the downtown. Mr. Tomosulo was in favor of this idea but we were not able to accomplish the task of merging before his untimely death. DWOW continues to work towards this endeavour. Administration has developed good working relationships with City Staff and assists the City and Parks and Recreation whenever possible.

DWOW is a non-profit 501(c)3 organization. We have not asked for any public funding in over two budget cycles. As you can see from our many projects, DWOW is working hard to support downtown Washington. We hope you realize the benefits DWOW brings to our downtown and will support DWOW.

DWOW currently has a staff of one P.T. position entitled Program Administrator.

DWOW's Board of Directors are:

Ross Hamory - President  
Sharon Petty - Secretary  
Bill Sykes - Treasurer  
Scott Campbell - VP Design  
Tom Miller - VP Promotions  
Jean Thompson - Merchant Rep  
Rich Morin - At-Large  
Mac Hodges - At Large

Ex-Officio  
Catherine Glover  
Lynn Lewis  
Jim Smith

Council Liaison  
Bobby Roberson

Program Administrator  
Beth Byrd



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** Robbie Rose, Acting Chief Fire-Rescue-EMS  
**Date:** January 19, 2010  
**Subject:** Fireman's Relief Fund Appointments  
**Applicant Presentation:** Acting Chief Robbie Rose  
**Staff Presentation:**

### RECOMMENDATION:

I move that the City Council reappoint Raymond Williams and Mike Alligood to the Fireman's Relief fund for a new term of two years, term to expire in January 2012.

### BACKGROUND AND FINDINGS:

The purpose of this agenda item is to consider reappointment of both Mike Alligood and Raymond Williams to the Fireman's Relief Fund Board. Both of these current appointments expire this month; January 2010; and both have agreed to serve another two year term.

### PREVIOUS LEGISLATIVE ACTION

Both are currently serving in these appointed positions.

### 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:** *JR* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 1/12/10 Date



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** James C. Smith, City Manager  
**Date:** January 7, 2010  
**Subject:** Hangar Ground Site Lease Agreement for Mr. Craig Goess  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that Council approve the Hangar Ground Site Lease Agreement for Mr. Craig Goess and Authorize the City Manager to enter into said agreement.

**BACKGROUND AND FINDINGS:**

Mr. Craig Goess of 3615 South Memorial Drive, Greenville, North Carolina is proposing to enter into a Hangar Ground Site Lease Agreement with the City of Washington at Warren Field Airport (formerly occupied by Public Relations Transportation. L.L.C. as shown on Exhibit "A"). Mr. Goess agrees to pay for the use of the premises, facilities, rights, services and privileges granted in the Lease for the sum of seventy-two cents (\$0.72) per square foot of hangar space for 4,800 square feet per year (\$3,456.00 annually), due and payable each year in one lump sum, beginning on or before October 1, 2010. The City waives any rent for the October 1, 2009 September 20, 2010 year as an incentive for the occupancy of the hangar by a jet aircraft. The annual amount due hereunder shall be reestablished following every fifth year to reflect the average adjustment in the Consumer Price Index (CPI) over the previous five year period.

**PREVIOUS LEGISLATIVE ACTION**

This lease is similar to the ground lease to Public Relations Transportation, L.L.C. A prior draft was approved by Council October 12, 2009. Mr. Goess intends to invest an additional \$10,000 to \$15,000 in the hangar and wishes to have a full 25 years to depreciate the improvements before turning the hangar over to the City.

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Hangar Ground Site Lease Agreement.

City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 City Manager Review: 1/12/10 Date Concur: *[Signature]* Recommend Denial \_\_\_ No Recommendation \_\_\_  
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**NORTH CAROLINA  
BEAUFORT COUNTY**

**HANGAR GROUND SITE LEASE AGREEMENT**

**THIS HANGAR GROUND SITE LEASE AGREEMENT** ("Lease"), made, entered into and executed in duplicate originals as of the 1<sup>st</sup> day of October, 2009, by and between **THE CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes, ("LESSOR") and **CRAIG GOESS**, having an address of 3615 South Memorial Drive, Greenville, North Carolina, ("LESSEE").

**WITNESSETH:**

That pursuant to Chapter 63 of the General Statutes of North Carolina, including but not limited to North Carolina General Statute § 63-53 and other relevant statutory authority, and for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein as well as the valuable consideration paid and to be paid, LESSOR does hereby demise and lease unto LESSEE, and LESSEE does hereby accept from LESSOR, that certain tract or parcel of land ("hangar ground site") lying and being at Warren Field Airport ("Airport") in Washington Township, Beaufort County, North Carolina, more particularly described as follows:

MEASURING 80 feet by 60 feet, containing 4,800 square feet and being the footprint of the hangar LESSEE currently occupies (formerly occupied by Public Relations Transportation, L.L.C.) and specifically exclusive of all adjacent and nearby taxiways, access ramps, aprons, parking areas or other paved surfaces or grounds, and more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said land and premises together with all privileges and appurtenances thereto belonging to it, LESSEE, upon the following terms and conditions:

**SECTION ONE  
Use of Airport**

Subject to the express conditions contained in Section 7, Part B hereof, LESSOR grants LESSEE the non-exclusive use, in common with others similarly authorized, of the Airport, together with all adequate space and facilities consisting of sufficient ground area to permit the efficient taxiing, servicing, taking off; equipment; improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, floodlights, landing lights, beacons, control tower, signals, radio aids, and any and all other conveniences for flying, landing, and takeoff.

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LESSOR grants LESSEE the non-exclusive right, in common with others similarly authorized, to load and unload persons and property as is customary in said airport so long as the normal routine of Airport operations is not interfered with or made burdensome and to install, maintain, and operate radio communications, meteorological and aerial navigations and such other equipment and facilities, in, on or about the premises herein leased, as may be necessary and convenient for LESSEE's operation so long as all applicable city, county and governmental regulations are complied with.

LESSOR grants LESSEE, its employees, customers, passengers, guests, and other licensees or invitees, the non-exclusive use, in common with others similarly authorized, of all public space in the terminal building of the Airport as well as all additional public space that may hereafter be made available therein and any additions thereto, including, but not limited to, the lobby, passenger lounges, waiting rooms, hallways, rest rooms, rooms for flight personnel and other public and passenger conveniences.

Notwithstanding anything herein to the contrary, the parties hereto recognize and understand that LESSEE shall have the exclusive right to park his plane on the apron in front of his hangar.

## **SECTION TWO**

### **Acceptance, Maintenance and Use of Hangar Ground Site**

LESSEE agrees to accept the hangar ground site in the physical condition in which the same now is. LESSEE further agrees to maintain the same and the grounds immediately adjacent thereto in at least a like condition during the term of this Lease, normal wear and tear excepted. LESSEE further agrees to maintain the hangar ground site and the grounds immediately adjacent thereto in a clean, neat and orderly manner so as to promote the use of the Airport, and further agrees to abide by such reasonable requests as may be made by LESSOR for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of non-aviation equipment or discarded junk or discharge of hazardous or regulated chemicals onto the airport. LESSEE further agrees to surrender the hangar ground site back to LESSOR in as good a condition as the same now is, ordinary wear and tear excepted, upon termination of this Lease. The parties expressly understand that LESSOR may develop the grounds immediately adjacent to the hangar ground site; in which case, the maintenance obligation described herein shall decrease as directed by LESSOR. As used herein "grounds immediately adjacent" shall mean the areas between the hangar and the middle of the ditch located generally to the north, the taxiway located generally to the west, the middle of the ditch located generally to the south, and the fence located generally to the east.

The hangar ground site is to be used only for aircraft related operations and limited to the storage of private aircraft owned or leased by LESSEE as well as for the repair and maintenance of LESSEE'S private aircraft or aeronautical equipment only. Only licensed and airworthy private aircraft owned or leased by LESSEE may occupy the hangar located on the hangar ground site (spare aircraft parts excepted). No other use of the hangar ground site will be permitted. Specifically, LESSEE shall not offer or permit any commercial sale, repair service or

other services, including the rebuilding, restoring, or maintaining of a succession of aircraft, to be offered to, rendered in, on or from any hangar or hangar ground site. Aircraft to be hangared at the hangar ground site may be inspected by a representative of LESSOR prior to signing this Lease and during the Lease period. Should an aircraft become unairworthy during the Lease period, a determination by LESSOR may terminate this Lease.

### **SECTION THREE**

#### **Parking Space**

LESSOR grants LESSEE, its employees, customers, passengers, suppliers, and other licensees or invitees, without charge, adequate vehicular parking space located as near as practicable to the hangar ground site. LESSOR shall designate the area to be used, which area shall be maintained and kept in good order and condition by LESSOR.

### **SECTION FOUR**

#### **Right of Ingress and Egress**

LESSEE shall have at all times the full and free right of ingress to and egress from the hangar ground site and facilities referred to in this Lease for LESSEE, its employees, customers, passengers, guests, and other licensees or invitees. Such rights also extend to persons or organizations supplying materials or furnishing services to LESSEE, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

### **SECTION FIVE**

#### **Term**

The term of this Lease shall be for twenty-five (25) years, beginning on the 1st day of October, 2009, and ending on the 30th day of September, 2034, unless sooner terminated as provided for herein.

### **SECTION SIX**

#### **Rental**

LESSEE agrees to pay LESSOR for the use of the premises, facilities, rights, services, and privileges granted in this Lease the sum of seventy-two cents (\$0.72) per square foot of hangar space for 4,800 square feet per year (\$3,456.00 annually), due and payable each year in one lump sum, beginning on or before October 1, 2010 (LESSOR expressly waives any rent for the October 1, 2009 – September 30, 2010 year as an incentive for the occupancy of the hangar located on the hangar ground site by a jet aircraft), and on or before the same date each and every year thereafter until the termination of this Lease. The annual rental amount due hereunder (initially \$0.72 per square foot of hangar space per year) shall be reestablished following every fifth year to reflect the average adjustment in the Consumer Price Index (CPI All Urban Consumers, South – Size Class D, All items) over the previous five year period. The readjusted annual amount due hereunder shall be applicable for the next five years until the next readjustment consistent herewith. The rental amount shall also be adjusted to reflect any change in the square footage of the hangar space during the period of this Lease. Any change in the

rental amount attributable to a change in square footage shall be applicable beginning with the first, full year following such change in square footage and in each succeeding year thereafter. As used herein, square footage will be based upon the footprint of the hangar.

No charges, fees, or tolls other than those expressly provided for in this Lease, including Section 7, Part B and Section 8 hereof, shall be charged or collected by LESSOR from LESSEE or any other persons for the privilege of entering or leaving the Airport or, within the limits of the Airport, for the privilege of transporting, loading, unloading, or handling persons, cargo, property, or mail in connection with LESSEE's use of the leased premises.

### **SECTION SEVEN Rights, Privileges, Obligations, and Responsibilities**

A. In its use of the Airport and related facilities, LESSEE is granted the following specific rights and privileges:

(1) LESSEE has the right to add and remove any additional capital improvements on the hangar ground site under the exclusive control of LESSEE, including the right to install, maintain, and remove additional adequate storage facilities and appurtenances for the purpose of carrying out any of the activities provided for herein, subject to advance approval from LESSOR as well as any other conditions herein generally or particularly set forth. All improvements so added by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR. Any improvements that involve alterations to any premises under the non-exclusive control of LESSEE shall be subject to approval in advance by LESSOR and all improvements so added by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR.

B. In its use of the Airport and related facilities, LESSEE accepts the following obligations and responsibilities:

(1) The use and occupancy of the hangar ground site and use and maintenance of the grounds immediately adjacent thereto by LESSEE shall be without cost or expense to LESSOR. It is understood and agreed that LESSOR is not obligated to furnish any utility services such as light, water, sewer and gas to LESSEE during the period of occupancy. If LESSOR operates or maintains utility services to the hangar ground site, it will continue to furnish such utility services at the request of LESSEE provided that LESSEE shall assume and pay for necessary meters for measuring said service and the charges for providing such service. LESSEE shall save LESSOR harmless of and from any and all costs or charges for utility services furnished to or required by LESSEE during the term hereof and shall provide, at its own cost or expense, such services as may be necessary or required in the operation and maintenance of the hangar ground site to any and all storm and sanitary sewers, water, and utility outlets at its own expense and shall pay for any and all service charges incurred or used on the hangar ground site.

(2) LESSEE shall maintain and be responsible for all repairs to the hangar located on the hangar ground site. LESSEE agrees, at its own expense, to cause the hangar ground site and the buildings, improvements, and appurtenances thereto including grounds immediately adjacent

thereto, to be maintained in a presentable condition and equal in appearance and character to other similar improvements on said Airport. All tools, machines, parts and maintenance equipment shall be stored in the hangar.

(3) LESSEE agrees, at its own expense, to cause all waste, garbage and rubbish to be removed from the hangar ground site and agrees not to deposit the same on any of the Airport premises, except LESSEE may temporarily deposit the same on the hangar ground site in an approved container or enclosure in connection with their collection or removal.

(4) LESSEE will not suffer or permit to be maintained upon the outside of any improvements located on the leased premises any billboards or advertising signs unless previously approved in writing by LESSOR. A normal company identification sign will be permissible on the hangar ground site.

(5) LESSEE will make no unlawful, improper or offensive use of the premises.

(6) Any and all improvements to, use of, or activities upon the hangar ground site shall conform to and be consistent with the then current Airport plan as well as the minimum standards, rules and regulations adopted for the Airport by LESSOR, as amended.

(7) LESSEE, in its use, improvement, or operation of the premises and facilities of the Airport including hangar ground site, shall not, on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.

#### **SECTION EIGHT Taxes and Assessments**

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

LESSEE must verify, if requested, that the hangared aircraft, including any spare parts, is listed on the tax roles of Beaufort County, North Carolina, for the current year.

#### **SECTION NINE Maintenance and Utilities**

Except as otherwise specified herein, during the term of this Lease, LESSOR shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive

control of the individual lessees, including, but not limited to the terminal building; vehicle parking areas and all roadways, runways, aprons and taxiways. Subject to the conditions expressly set forth in Section 7 Part B hereof, LESSOR shall also maintain and operate all sewage and water facilities, electrical and electronic facilities and such other appurtenances and services as are now or hereafter connected with the operation of the Airport.

## **SECTION TEN Rules and Regulations**

LESSEE agrees to comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the leased premises or any part thereof, or any of the adjoining property, or any use or condition of the premises or any part thereof. Further, LESSEE shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including, but not limited to, such rules and regulations regulating hazardous or similar substances or conditions, their storage and disposal.

LESSEE agrees to observe and obey the rules and regulations with respect to the use of the Airport premises, including hangar ground site; provided, however, that such rules and regulations shall be consistent with all rules, regulations, and orders of the Federal Aviation Administration; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Lease or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to LESSEE's use of the Airport premises, including hangar ground site. LESSEE further agrees to indemnify and hold LESSOR harmless for any and all damage of any kind arising from LESSEE's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by LESSEE, its employees, customers, passengers, guests, and other licensees or invitees.

LESSEE agrees to abide by and cooperate with LESSOR in the enforcement and implementation of applicable Airport security regulations, safety plan standards, and measures as may be adopted by LESSOR.

## **SECTION ELEVEN Subordination**

This Lease shall be subject to and subordinate to the provisions of any existing or future agreement between LESSOR and the United States, the State of North Carolina or any agencies thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development or operation of the Airport or as a condition precedent to the acquisition of the Airport facilities by the LESSOR. It is specifically understood by LESSEE that this Lease is subject to the recapture clause and other conditions of a grant agreement by the Navy

Department or Civil Aeronautics Administration, respectively. LESSOR shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of LESSEE in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of LESSOR or the United States pursuant thereto.

## **SECTION TWELVE**

### **Indemnification**

LESSOR shall stand indemnified by LESSEE as hereinafter provided. It is expressly understood and agreed by and between the parties hereto that LESSEE herein is and shall be deemed to be an independent contractor, responsible to all parties for its respective acts or omissions and LESSOR shall in no way be responsible therefor. It is further agreed that in the use of the Airport; the maintenance, erection, or construction of any improvements thereon and the exercise or enjoyment of the privileges herein granted, LESSEE agrees to indemnify and save harmless the LESSOR from any negligence of LESSEE.

LESSEE agrees to indemnify LESSOR against any and all liability for injuries to persons or damage to property caused by LESSEE's negligent use or occupancy of the leased premises; provided, however, that LESSEE shall not be liable for any injury, damage, or loss occasioned by the negligence of LESSOR or its agents or employees; and provided further that LESSOR shall give to LESSEE prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect LESSEE, and LESSEE shall have the right to compromise and defend the suit to the extent of its own interest.

## **SECTION THIRTEEN**

### **Insurance**

LESSEE shall procure and maintain in force necessary liability insurance coverage for the leased premises and LESSEE'S activities thereon in the minimum amount of \$1,000,000.00 for personal injury, death and property damage, including any environmental damage as well as any damages related to or arising from any hazardous material or product, resulting from each occurrence to indemnify and hold harmless LESSOR from any and all liability of claims for loss, damage, or injury to persons or property caused or occasioned by the use of the leased premises by LESSEE during the term of this Lease. All insurance shall be carried by a responsible company licensed to do business in the State of North Carolina and shall be in a form satisfactory to LESSOR. LESSOR shall be furnished any and all copies of all insurance policies obtained by LESSEE in compliance with this requirement on or before LESSEE begins occupancy. LESSEE agrees to maintain sufficient coverage on a current status and that all such insurance policies obtained by LESSEE in compliance with this requirement name LESSOR as insured and provide a thirty (30) day written notice to LESSOR of termination, material change in the terms thereof or non-renewal of such policies.

The minimum amount of insurance due hereunder (initially \$1,000,000.00) shall be reestablished following every fifth year through good faith negotiations regarding the same. Said readjustment(s) shall be applicable for the next five (5) years until the next readjustment

consistent herewith. Notwithstanding the foregoing, the minimum amount of insurance due hereunder shall not be less than \$1,000,000.00 at any time during the period of this Lease.

#### **SECTION FOURTEEN Termination and Default**

A. This Lease shall terminate at the end of its original term, unless sooner terminated as provided for herein. No holding over by LESSEE after the expiration or earlier termination of this Lease shall operate to extend or renew this Lease for any further term whatsoever; but LESSEE will, by any such holding over, become the tenant at will of LESSOR. After any written notice by LESSOR to vacate the hangar ground site, continued occupancy thereof by LESSEE shall constitute LESSEE a trespasser.

B. This Lease shall be subject to termination by LESSEE in the event of any one or more of the following events:

(1) The abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft.

(2) The default by LESSOR in the performance of any of the terms, covenants, or conditions of this Lease and the failure of LESSOR to remedy, or to undertake to remedy, such default for a period of thirty (30) days after receipt of notice from LESSEE to remedy the same.

(3) Damage to or destruction of all or a material part of the premises or Airport facilities necessary for the Lessee's use of the hangar ground site.

(4) The lawful assumption by the United States, the State of North Carolina or any authorized agencies thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially LESSEE from using the hangar ground site for a period in excess of ninety (90) days.

C. This Lease shall be subject to termination by LESSOR in the event of any one or more of the following events:

(1) The default by LESSEE in the performance of any of the terms, covenants, or conditions of this Lease, and the failure of LESSEE to remedy or undertake to remedy such default for a period of thirty (30) days after receipt of written notice from LESSOR to remedy the same. Notwithstanding the foregoing, if LESSEE abandons the hangar ground site for any period of time, allows the hangar thereon to remain vacant for a period in excess of Ninety (90) days, or fails or neglects to make any payment of rental when due, LESSOR, at its option and without any other notice, demand, or legal proceeding, may declare this Lease void, terminate this Lease, require LESSEE to vacate, enter the hangar ground site, and eject LESSEE therefrom or may pursue any other lawful right or remedy.

(2) LESSEE files a voluntary petition in bankruptcy including a reorganization plan; makes a general or other assignment for the benefit of creditors; is adjudicated as bankrupt or if a

receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

#### **SECTION FIFTEEN**

##### **Surrender of Possession: Title to Improvements and Repairs**

Upon termination by expiration of the original term of this Lease or upon earlier termination under any circumstances, LESSEE's rights to use the premises, facilities, and services described in this Lease shall cease, and LESSEE shall vacate the premises without unreasonable delay. Upon termination by expiration of the original term of this Lease or upon earlier termination under any circumstances, LESSEE shall have no further right or interest in any of the leased premises or the improvements thereon. It is mutually agreed that title to any and all improvements, including hangar, currently situated, hereafter erected, or hereafter constructed upon the premises shall remain the property of LESSEE for so long as this Lease shall remain in effect, but such improvements, including hangar, shall revert to or become owned and possessed by LESSOR upon the expiration or earlier termination of this Lease, without any additional payment or consideration to LESSEE therefor, free and clear of all claims on the part of LESSEE on account of any repair or improvement work. The vesting of title in LESSOR at the time specified is a part of the consideration for this Lease. LESSOR shall not be liable to LESSEE or LESSEE's contractors or sub-lessees for the value of such improvements, including hangar, currently situated on, hereafter erected, or hereafter constructed upon the premises.

#### **SECTION SIXTEEN**

##### **Inspection by Lessor**

LESSOR may enter the premises now or hereafter leased exclusively to LESSEE at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this Lease. LESSEE will provide access to the hangar ground site including the hangar located thereon for inspection by LESSOR. This inspection may be made at least semi-annually with a fire department official. Any discrepancies or violations must be corrected within thirty (30) days or this Lease may be terminated.

#### **SECTION SEVENTEEN**

##### **Assignment and Subletting**

LESSEE shall not at any time sublease, assign, or in any manner surrender personal control of any part of the property or rights herein leased without the written consent of LESSOR. Provided, however, that the foregoing shall not prevent the assignment or subletting of such rights to any corporation with which LESSEE may merge or consolidate, or which may succeed to the business of LESSEE, or to the United States Government or any agency thereof. No such assignment or subletting contemplated hereunder shall release LESSEE from its obligations to pay any and all of the rentals and charges set forth in this Lease. It is recognized that the interest of all parties will be promoted and served by the increased use of the Airport facilities and it is not the intention of this provision to so restrict this use, but rather to insure that the same is accomplished with the view of serving the public interest invested in LESSOR.

**SECTION EIGHTEEN**  
**Notices**

Notices provided for in this Lease shall be sufficient if sent by registered mail, postage prepaid, and addressed as follows:

TO LESSOR:                   Attn: City Manager  
                                  City of Washington  
                                  Post Office Box 1988  
                                  Washington, NC 27889

TO LESSEE:                   Craig Goess  
                                  3615 South Memorial Drive  
                                  Greenville, NC 27834

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

**SECTION NINETEEN**  
**Governing Law**

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

**SECTION TWENTY**  
**Severability**

Any covenant, condition, or provision of this Lease that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletions shall in no way effect any other covenant, condition or provision of this Lease, so long as such deletion does not materially prejudice LESSOR or LESSEE in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Lease.

**SECTION TWENTY ONE**  
**Effect of Waiver**

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

**SECTION TWENTY TWO**  
**Arbitration**

In the event of any disagreement as to whether there has been a breach of contract under this Lease, the questions shall be submitted to arbitration, each party hereto selecting one arbitrator and the two so selected selecting a third arbitrator (but if no agreement can be reached as to the third arbitrator, he shall be appointed by the Clerk of Superior Court of Beaufort County), which board of arbitrators shall sit within two weeks following the date of their appointment, and after proper notice to both parties, shall hear the evidence presented by both sides and render their decision. The majority vote shall be binding on both LESSOR and LESSEE, and it shall be made and announced as soon as possible, and in no event later than two weeks after the aforementioned hearing. Each party shall pay the arbitrator appointed by it, and the third arbitrator shall be paid jointly by LESSOR and LESSEE. In this connection, attention is invited to the fact of the management of said Airport, its general appearance and the manner in which LESSEE serves and meets the general public is of paramount importance to the LESSOR, and in the event of any disagreement requiring adjustment or adjudication by arbitration, as herein provided, said arbitrator shall give particular attention to these considerations to the extent that LESSEE shall comply with all requirements of this Lease.

**SECTION TWENTY THREE**  
**Effect of Lease**

All covenants, conditions, or provisions in this Lease shall extend to and bind the legal representatives, successors and assigns of the respective parties. This Lease is in lieu of any lease heretofore executed between the parties hereto and any such prior lease is hereby cancelled and no longer in effect.

**SECTION TWENTY FOUR**  
**Attorney's Fees**

In the event any action is filed in relation to this Lease, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay under this Lease, a reasonable sum for the successful party's attorney's fees.

**SECTION TWENTY FIVE**  
**Entire Agreement**

This Lease shall constitute the sole agreement between the parties hereto and it is understood that the provisions contained herein shall not be altered, modified or changed in any manner except by written agreement executed by LESSOR and LESSEE, and no oral contract or agreement, or informal memorandum shall have the effect of so modifying, altering or changing this agreement. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

**SECTION TWENTY SIX  
Modification of Lease**

Any modification of this Lease or additional obligations assumed by either party in connection with this Lease shall be binding only if in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed by their duly authorized officers and/or agents on the date indicated below.

**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.

**THE CITY OF WASHINGTON**

\_\_\_\_\_  
**MATT RAUSCHENBACH,  
CHIEF FINANCE OFFICER**

**LESSOR:  
CITY OF WASHINGTON**

(CORPORATE SEAL)

By: \_\_\_\_\_  
**JAMES SMITH, CITY MANAGER  
CITY OF WASHINGTON**

ATTEST:

\_\_\_\_\_  
**CYNTHIA S. BENNETT,  
CITY CLERK**

DATE: \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_  
**CRAIG GOESS**

DATE: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

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

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public in and for the State and County aforesaid, this day personally appeared CRAIG GOESS, who being by me duly sworn says that he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"





# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** G.M. Reed, Chief of Police  
**Date:** January 19, 2010  
**Subject:** Accept American Recovery Investment Act Grant from Department of Justice and adopt a Grant Project Ordinance Amendment (\$191,308).  
**Applicant Presentation:** N/A  
**Staff Presentation:** G.M. Reed & Bianca Gentile

**RECOMMENDATION:**

I respectfully request that the City Council accept the American Recovery Investment Act Grant from the Department of Justice and adopt a Grant Project Ordinance Amendment (\$191,308).

**BACKGROUND AND FINDINGS:**

- For the past several years, the Washington Police Department has operated an investigator position utilizing funding from the Governor’s Crime Commission. That funding expired at the end of the fiscal year, June 30, 2009 and additional funding requests were subsequently denied.
- During the FY 2009-2010 Budget Discussion, Council authorized funding for the position for FY 2009-2010; and was advised during the presentation of Ms. Gentile on April 27, 2009 of anticipation of grant funding from the Department of Justice a Drug/Gang Investigator position, along with technology for two (2) years.
- On September 22, 2009 the Washington Police Department was notified of receipt of grant funding for a Gang/Drug Investigator position. On December 22, 2009, upon receipt of final grant review, the Washington Police Department was notified of the final grant award in the amount of (\$191,308). This is a two (2) year grant cycle awarding with no local match requirement.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Grant project ordinance and budget worksheets

City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 City Manager Review: *JS* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation *4/12/10* Date

**A GRANT PROJECT ORDINANCE FOR  
GANG/DRUG INVESTIGATOR  
CITY OF WASHINGTON, N.C.  
FOR FISCAL YEAR 2009-2010**

**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 amended:

Section 1. The project authorized is for the gang/drug investigator program to be financed with federal grant funds.

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

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

53-10-4310-0200	Salaries	\$75,000
53-10-4310-0201	Overtime	20,000
53-10-4310-0500	FICA	7,651
53-10-4310-0600	Group Insurance	10,192
53-10-4310-0700	Retirement	4,865
53-10-4310-0702	401k – Police	4,500
53-10-4310-1400	Travel	2,180
53-10-4310-1100	Telephone	2,400
53-10-4310-3300	Supplies	3,285
53-10-4310-5402	Worker’s Comp Insurance	3,700
53-10-4310-5700	Confidential Funds	10,000
53-10-4310-7400	Capital Outlay	47,535

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

53-10-4310-3601	Federal Grant Funds	\$191,308
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Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant agreements.

Section 6. Funds may be advanced by the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.

Section 7. The Finance Director is directed to report, on a monthly basis, on 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, and to the Budget Officer, and to the 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.

This the 19<sup>th</sup> day of January, 2010.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## Budget Worksheet

**A. Personnel** **\$95,000.00**

Name	Computation	Cost
GANG / DRUG INVESTIGATOR	100%	\$90,000.00
Project Administration	\$45,000 x 2 years 6.25% 8.6hr/month @ \$ 24.01	\$ 5,000.00

**B. Fringe Benefits** **\$30,908.00**

Name	Computation (Rate)	Cost
F.I.C.A.	7.65% x 2 years	\$ 6,886.00
RETIREMENT	4.86% x 2 years	\$ 765.00
WORKERS COMP	3.7 % X 2 years	\$ 4,374.00
HOSPITALIZATION	\$5,096 PER YEAR X 2 years	\$ 491.00
401(k)	5% (\$45,000 x 2 years)	\$ 3,330.00
		\$ 370.00
		\$10,192.00
		\$ 4,500.00

**C. Travel** **\$2,180.25**

Purpose	Location	Item	Computation	Cost
BOJ Training	Wilmington, NC	Lodging	2 rooms, 3 days, \$150/room	\$ 900.00
		Travel	Car travel, 2staff/1 car x 400miles	\$ 234.00
		Subsistence	\$60/day x 2 people x 3 days	\$ 360.00
Purpose	Location	Item	Computation	Cost
NC Gang Investigator Annual Conference	Durham, NC	Lodging	1 rooms, 3 days, \$120/room	\$ 360.00
		Travel	Car travel, 1staff/1 car x 250miles	\$ 146.25
		Subsistence	\$60/day x 1 people x 3 days	\$ 180.00

**D. Equipment** **\$47,535.00**

Item	Computation	Cost
<ul style="list-style-type: none"> <li>• ALPR SYSTEM (ADVANCED LICENSE PLATE RECOGNITION SYSTEM), (2) CAMERA SYSTEMS</li> </ul>	<ul style="list-style-type: none"> <li>\$31,500 or \$15,750.00/ea</li> </ul>	\$31,500.00
<ul style="list-style-type: none"> <li>• Master Software:</li> </ul>	<ul style="list-style-type: none"> <li>\$995.00</li> </ul>	
<ul style="list-style-type: none"> <li>• Training and Installation:</li> </ul>	<ul style="list-style-type: none"> <li>\$3,420 x 2 = \$6,840.00</li> </ul>	
<ul style="list-style-type: none"> <li>• Maintenance Contract:</li> </ul>	<ul style="list-style-type: none"> <li>2 contracts, 2 years @ \$2,000/year = \$8,000</li> </ul>	
<ul style="list-style-type: none"> <li>• Freight:</li> </ul>	<ul style="list-style-type: none"> <li>\$100 x 2 = \$200.00</li> </ul>	

**E. Supplies** **\$3,284.75**

Supply Item	Computation	Cost
(Dell Laptop with Microsoft Software, carrying case)		\$ 1,000.00
EVIDENCE COLLECTION SUPPLIES (bags, tape, markers, packaging materials- see attached detail)		\$ 508.60
DIGITAL INTERVIEW RECORDER (Sony - Digital Voice Recorder )		\$ 276.15
UNIFORMS/CLOTHING ALLOWANCE (1 staff at \$750/year for 2 years)		\$ 1,500.00

**F. Construction**

Description	Computation	Cost
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**G. Consultants/Contracts**

<i>Consultant Fees</i>				
Name	Service	Computation	Cost	
<i>Contracts</i>	Item	Cost		

**H. Other** **\$12,400.00**

Description	Computation	Cost
CELLULAR PHONE FOR 24 MONTHS (US Cellular phone @ \$100/month x 24 months)		\$2,400.00
CONFIDENTIAL FUNDS (In accordance with chapter 8 of OJP Financial Guidebook)		\$10,000.00

**Total Direct Costs**

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**I. Indirect Costs**

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## Budget Summary Page

<b>A. Personnel/Salary Costs</b>	<u>\$95,000.00</u>
<b>B. Fringe Benefits</b>	<u>\$30,908.00</u>
<b>C. Travel</b>	<u>\$ 2,180.25</u>
<b>D. Equipment</b>	<u>\$47,535.00</u>
<b>E. Supplies</b>	<u>\$ 3,284.75</u>
<b>F. Construction</b>	Unallowable
<b>G. Consultants/Contracts</b>	<u>\$ N/A</u>
<b>H. Other</b>	<u>\$ 12,400.00</u>
<b>I. Indirect Costs</b>	<u>\$ N/A</u>
<b>TOTAL PROJECT COSTS</b>	<u>\$ 191,308.00</u>
<b>Federal Request</b>	<u>\$ 191,308.00</u>
<b>Applicant Funds, if any, to be applied to this project</b>	<u>\$</u>

## **Budget Narrative:**

### **A. Personnel**

Funds will be used to hire one sworn police officer. This officer's responsibilities will be the investigation of drug and gang activities in Washington; the processing of intelligence related to gang members and activities that are gathered from our uniformed patrol officers, neighboring agencies, local, regional and state databases and the Project NEXT STEP coordinator.

The Project Administrator will work 6.25% of their time on managing the reporting requirements, financial integrity and ensuring grant goals and benchmarks of Project NEXT STEP are met in a timely fashion.

### **B. Fringe Benefits**

FICA, Retirement, Hospitalization insurance, workers compensation, 401K = gang investigator

FICA, Retirement, Workers Compensation = project administrator (no hospitalization or 401-K)

### **C. Travel**

Two staff members attending a regional DOJ grant meeting;  
One staff member traveling to state gang investigators conference

### **D. Equipment**

We will purchase and deploy automated license plate recognition systems in two (2) marked patrol cars.

### **E. Supplies**

Laptop, Evidence collection supplies; Digital still camera; Digital voice recorder; Business cards; Ballistic vest; Departmental clothing allowance.

### **F. Construction**

### **G. Consultants/Contracts**

### **H. Other**

#### **Other expenses will be:**

Wireless phone for investigator; project administration fees (based on 17.3hours/per month @ \$24.01),

Confidential funds will be used to pay informants for information leading to the arrest and conviction of criminals; to purchase illegal alcohol and drugs that will be used as evidence in a criminal trial, as well as recovery of stolen property and/or wanted persons. The use of these funds is monitored through specific and detailed guidelines within our departmental policies. Provided upon request.

### **I. Indirect Costs**

E. Supplies					
City of Washington Evidence Collection Supplies					
	Item	SKU	Each	Qty	Price
	<u>SIRCHIMARK™ EVIDENCE TAPE</u> Item Added on 7/23/2009 <a href="#">Move to wishlist</a> <a href="#">Delete</a>	SM10002	\$13.95	2 ▲ ▼	\$27.90
	<u>SOLID MATERIAL EVIDENCE COLLECTION CONTAINERS</u> Item Added on 7/23/2009 <a href="#">Move to wishlist</a> <a href="#">Delete</a>	AEC00	\$22.50	1 ▲ ▼	\$22.50
	<u>BARRIER TAPE</u> Item Added on 7/23/2009 <a href="#">Move to wishlist</a> <a href="#">Delete</a>	BT100	\$15.50	1 ▲ ▼	\$15.50
	<u>Cap-Shure™ Sterile Forensic Evidence Collection Swabs, Box/100</u> Item Added on 7/23/2009 <a href="#">Move to wishlist</a> <a href="#">Delete</a>	CP100	\$96.50	1 ▲ ▼	\$96.50
	<u>Preprinted Evidence Bag, 8" x 5" x 18"/100</u> Item Added on 7/23/2009 <a href="#">Move to wishlist</a> <a href="#">Delete</a>	EB002P	\$22.95	1 ▲ ▼	\$22.95

	<u>GUN EVIDENCE BOXES, 25</u> <b>Item Added on 7/23/2009</b> <a href="#">Move to wishlist</a> <a href="#">Delete</a>	ECB001G	\$36.25	1 ▲ ▼	\$36.25
	<u>Evidence Collection Tube, 1.5/16" x 8", Pkg. of 12</u> <b>Item Added on 7/23/2009</b> <a href="#">Move to wishlist</a> <a href="#">Delete</a>	ECT1	\$14.95	1 ▲ ▼	\$14.95
	<u>BIG NUMERAL TRI-FOLD REFERENCE SCALES</u> <b>Item Added on 7/23/2009</b> <a href="#">Move to wishlist</a> <a href="#">Delete</a>	EFR300	\$9.75	1 ▲ ▼	\$9.75
	<u>RELEASABLE EVIDENCE TIES (NYLON)</u> <b>Item Added on 7/23/2009</b> <a href="#">Move to wishlist</a> <a href="#">Delete</a>	ET100	\$15.95	1 ▲ ▼	\$15.95
	<u>CRIME/ACCIDENT PHOTO EVIDENCE NUMBERS</u> <b>Item Added on 7/23/2009</b> <a href="#">Move to wishlist</a> <a href="#">Delete</a>	PEN15	\$49.95	1 ▲ ▼	\$49.95
	<u>E-Z Tape Dispenser</u> <b>Item Added on 7/23/2009</b> <a href="#">Move to wishlist</a>	STD100	\$5.25	1 ▲ ▼	\$5.25

	<a href="#">Delete</a>				
	<a href="#">MISCELLANEOUS EVIDENCE BOX</a> Item Added on 7/23/2009 <a href="#">Move to wishlist</a> <a href="#">Delete</a>	ECB001	\$36.25	1 ▲ ▼	\$36.25
	<a href="#">BOX SEALING EVIDENCE TAPE AND DISPENSER</a> Item Added on 7/23/2009 <a href="#">Move to wishlist</a> <a href="#">Delete</a>	BSET1D	\$18.95	1 ▲ ▼	\$18.95
	<a href="#">Bullet Evidence Bag, 3 1/2" x 3" x 0.004"/100</a> Item Added on 7/23/2009 <a href="#">Move to wishlist</a> <a href="#">Delete</a>	BB3	\$10.95	1 ▲ ▼	\$10.95
	<a href="#">CSI Latent Fingerprint Kit</a> Item Added on 7/23/2009 <a href="#">Move to wishlist</a> <a href="#">Delete</a>	CSI100	\$125.00	1 ▲ ▼	\$125.00
<b>Subtotal</b>					<b>\$508.60</b>

IX.C

Agenda Date: January 19, 2010



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** The Mayor & Members of the City Council  
**From:** G.M. Reed, Chief of Police  
**Date:** January 19, 2010  
**Subject:** Budget Ordinance E911 Wireless Upgrade

**RECOMMENDATION:**

I move that the City Council adopt a budget ordinance to re-appropriate funds in the amount of (\$77,627) from the Fiscal Year 2008/2009 to Fiscal Year 2009/2010. These funds are to pay for wireless E911 upgrades.

**BACKGROUND AND FINDINGS:**

In June of 2009, funds in the amount of (\$77,627) in the 2009-2010 budget were appropriated for the Wireless E911 Upgrades to the Police Department's E911 Communications System. These upgrades allow for the Communication Center to receive wireless E911 calls within the City limits, and for Washington to become eligible to receive funding from the State E911 Board once more.

Due to an oversight, a purchase order was not generated before the end of June 2009 and those appropriated funds were not brought forward to fiscal year 2009/2010 though the work was initiated and the upgrade is complete. An invoice is due and this budget ordinance is necessary to provide funds.

On June 15, 2009 Council authorized funding one half of a \$40,000 independent study to evaluate options for the City and County E911 Communications operations. The County declined to participate. We have proceeded with the RFP (request for proposal) process and have received four responses.

**PREVIOUS LEGISLATIVE ACTION**

2009 – 2010 budget amendment for cash capital outlay

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Budget Ordinance Amendment, E911 Service Overview and Timeline attached.

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** *Jos* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
*1/12/10* Date - *92-*

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2009-2010**

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

Section 1. That the Estimated Revenues in the E-911 Surcharge Fund be increased in the amount of \$46,670 in the account Fund Balance Appropriated, account number 14-70-3991-9910.

Section 2. That account number 14-70-4310-7400, Capital Outlay, E-911 Surcharge Fund appropriations budget be increased in the amount of \$77,627 to provide funds to pay for wireless upgrade.

Section 3. That account number 14-70-4310-4501, Contract Services – E911 System, E-911 Surcharge Fund appropriations budget be decreased in the amount of \$30,957.

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

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

Adopted this the 19<sup>th</sup> day of January, 2010.

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

**ATTEST:**

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

## E911 Service Actions Overview

Tuesday, January 12, 2010

### **Services as of 2007:**

1. Answer and dispatch land line E911 calls
2. Dispatch wireless E911 calls forwarded from County
3. After hours walk-ins assistance
4. 24/7 access to confidential files
5. 24/7 answer and follow-up on non-emergency calls
6. 24/7 access to driver's license, vehicle registration information, and other information for officers in the field
7. After hours building security
8. Terminal Agency Coordinator provided as required by NC Training and Standards

### **Timeline of Recent Actions:**

1. **2/2/07**- Council consensus was that the City should pursue ending the provision of E911 service and pass it along to the County, or receive compensation from the County for the provision of service. Action items:
  - Draft formal letter notifying County of decision to end service; and
  - Meet with County officials to discuss decision.
2. **2/19/07**- Meeting between City Council and County Commissioners: County does not have the space to take on all the City's 911 calls. There are also some mapping issues. These were to be fixed by September or October 2007.
3. **1/1/08**- The City lost Public Safety Answering Point (*PSAP*) designation. (Compliance requires ability to receive and display the point of origin of all land line, VOIP, and wireless communications emergency calls.)(A PSAP must be in "Phase II" compliance to receive E911 funds from the State - \$74,374 annually for the City of Washington.).

4. **12/8/08-** Council authorized the Mayor to sign a contract with Beaufort County which would enable Washington to receive E911 funds subject to:
  - Revision to consistently identify the City as a “back-up” PSAP
  - Provide for a termination date of June 30, 2009
  - Clarify that the City may retain funds it receives under the agreement and use or spend funds after termination without recourse, as long as funds are used or spent according to applicable law.
  
5. **1/29/09** – Met with representatives of Washington and Beaufort County and determined that County E911 can accept City land line calls but does not have capacity to dispatch. Washington would still dispatch all law enforcement related calls through Washington Dispatch Center.
  
6. **4/27/09-** Council adopted a motion to allocate \$11,000 for a contract with Embarq to add wireless call origination location identification with the provision that this money makes Washington a PSAP and eligible for further funding from the E911 Board. \$77,627 in upgrades of existing equipment are required to implement full Phase II compliance. Grant funding of 50% is anticipated.
  
7. **6/11/09-** PSAP compliance was regained . \$105,363 in E911 funds was released by the 911 Board for the 17 month lapse in addition to monthly future funding of \$6,198.
  
8. **6/15/09-** County offers to answer City E-911 calls at a cost to the City of \$343,166 in year one and an additional \$114,374 in future years. Council adopts motion to amend the proposed FY 2009-2010 Budget by increasing the Emergency Telephone System Fund by: \$77,627 in Capital Outlay, \$74,374 in Contract Services – E911, \$74,374 in E-911 Surcharge Collection revenue, and \$77,627 in Grant Fund Revenues. The motion was amended to include funding of an independent study of E-911 Communications between the City and Beaufort County with each entity to pay half the cost

of the study not to exceed \$20,000 each. Motion Carried. The budget ordinance was applied to the 2008-2009 budget year.

9. **6/22/09**- Motion adopted to amend the 2009-2010 budget (approved 6/22/09) to incorporate the ordinance amendment for the E-911 charges that were approved 6/15/09.
  
10. **11/09**- Grant for wireless hardware upgrade is not awarded. The use of E-911 Contract Services budget amounts and Emergency Telephone System Fund Balance are necessary to remain Phase II PSAP compliant, and receive continued 911 Board annual funding
  
11. **1/19/10**- Budget Ordinance proposed to fund \$77,627 with \$30,957 reduction of Contract Services (E911 System budgeted expenditures) and \$46,670 of Emergency Telephone System Fund Balance carry forward from prior year.

#### **Current Status of Washington Telecommunications Center**

1. Washington Telecommunications Center answers and dispatches land line E911 calls
2. Washington Telecommunications Center answers and dispatches wireless E911 calls
3. Washington Telecommunications Center is Phase II compliant and qualifies for \$74,374 in annual 911 Board Funding
4. Washington Telecommunications Center provides after hours walk-ins assistance
5. Washington Telecommunications Center provides 24/7 access to confidential files
6. Washington Telecommunications Center provides 24/7 answer and follow-up on non-emergency calls
7. Washington Telecommunications Center provides 24/7 access to driver's license, vehicle registration information, and other information for officers in the field

8. Washington Telecommunications Center provides after hours building security
9. Washington Telecommunications Center acts as Terminal Agency Coordinator as required by NC Training and Standards



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** James C. Smith, City Manager  
**Date:** January 7, 2010  
**Subject:** Approve the National League of Cities Prescription Discount Card Program  
**Applicant Presentation:** N/A  
**Staff Presentation:** James C. Smith, City Manager *JCS*

**RECOMMENDATION:**

I move that Council approve joining the National League of Cities (NLC) Prescription Discount Card Program at no cost to the City in collaboration with NLC.

**BACKGROUND AND FINDINGS:**

As a member of National League of Cities (NLC) the City can offer residents a FREE prescription discount card that provides average savings of 20% off the retail price of prescription medication. This will provide residents who are without health insurance or a traditional pharmacy benefit plan, or have prescriptions not covered by insurance will have a method to obtain medications at a discount. The City will be provided with marketing material and tools to promote and launch the program. Printed ID cards and display materials (customized with the City name and logo) will be provided to give City residents easy access to the program. The City will work with a CVS Caremark representative to launch the prescription discount card program which takes approximately eight weeks after receiving the application. Listed below are some of the benefits that will be provided:

- Average savings of 20%
- Easy access, nine out of 10 pharmacies nationwide participate in the program
- No enrollment or membership fees
- No limit on how many times the card can be used
- No age requirements
- All family members are covered
- Pet medications that are also used to treat a human condition are covered

**PREVIOUS LEGISLATIVE ACTION**

NONE

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Brochure from National League of Cities

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

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# Join the NLC Prescription Discount Card Program

**SAVE your residents an average of 20% off the retail price of prescription medication at no cost to the city.**

As a member of National League of Cities (NLC) you can offer your residents a **FREE** prescription discount card that provides average savings of 20% off the retail price of prescription medication. Now residents who are without health insurance or a traditional pharmacy benefit plan, or have prescriptions not covered by insurance have a solution to obtain medications at a discount.

There is **no cost to your city** to provide this program to city residents in collaboration with NLC.

The city will be provided with approved marketing materials and tools to promote and launch the program. Printed ID cards and display materials (customized with the city name and logo) will be provided to give the city residents easy access to the program. Program materials are available in English and Spanish.

**One benefit of membership in the National League of Cities is that you can save your residents money at no cost to the city!**

**Sign up today!  
Complete the  
form inside.**



National League of Cities

*It's all about  
meeting the  
needs of  
residents!*

-99-

*Savings for  
your residents  
at no cost  
to the city!*

## **Simple implementation process for the city and easy to access for the resident<sup>‡</sup>**

The city works with a CVS Caremark representative to launch the prescription discount card program which takes approximately eight weeks from receipt of the completed 'Ready to get started' form (**attached**).

Following the launch in your city, your residents will have:

- Average savings of 20%
- Easy access, nine out of 10 pharmacies nationwide participate in the program
- No enrollment fees
- No membership fees
- No limit on how many times the card can be used
- No age requirements
- No income requirements
- ALL family members are covered
- Pet medications that are also used to treat a human condition are covered

To obtain more information about the program, please contact Marc Shapiro at NLC ([shapiro@nlc.org](mailto:shapiro@nlc.org)) or visit [www.nlc.org](http://www.nlc.org); additional program information can also be obtained at [www.caremark.com/nlc](http://www.caremark.com/nlc). Cities may also sign up for the program by completing the form attached or on NLC's website [www.nlc.org](http://www.nlc.org).

The National League of Cities (NLC) Prescription Discount Card program is administered by CVS Caremark, an experienced prescription discount card provider who has administered these programs since 1992. Your city must be a member in good standing of NLC to sponsor the program.

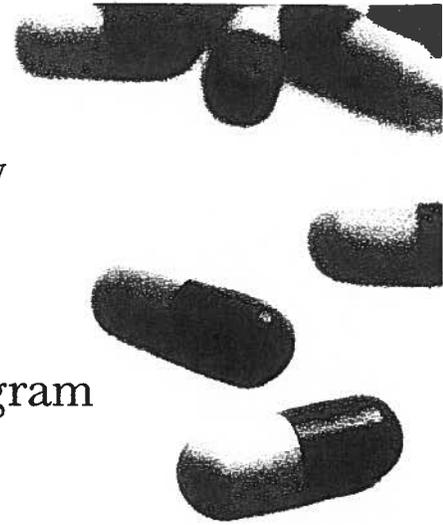
<sup>‡</sup> All communications must be reviewed and approved by NLC and CVS Caremark unless the city is using communications supplied by CVS Caremark.

This is not insurance. Discounts are only available at participating pharmacies. By using this card, participants agree to pay the entire prescription cost less any applicable discount. Savings may vary by drug and pharmacy.

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*Ready  
to get  
started?*

Complete the information below  
National League of Cities  
Prescription Discount Card Program



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

Number of City Residents: \_\_\_\_\_

City Web Site: \_\_\_\_\_

Main City Contact: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

e-mail: \_\_\_\_\_

**Logo requirements to produce ID cards:** CVS Caremark will need a black and white jpg file of your city logo in order to create the customized city discount card. Please e-mail the logo as an attachment to [ralph.frissore@caremark.com](mailto:ralph.frissore@caremark.com); and indicate city name and logo attached in the subject line.

Please provide a contact name/street address for the delivery of the ID cards/display stands, if different from above:

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

Please indicate how the city name should be referenced on the ID card: \_\_\_\_\_

**Please tear off this form and mail to:**

Marc Shapiro  
Manager, Corporate Programs  
National League of Cities  
1301 Pennsylvania Ave, N.W.  
Washington, D.C. 20004

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**Next Steps: Within 48 hours of receipt of this completed form you will be contacted by CVS Caremark to initiate the launch of the program in your city. The process to launch the program takes approximately eight weeks.**

# Memo

**To:** Washington City Council  
**From:** David Gossett, East Carolina Wildfowl Guild Show Chairman  
**Date:** 1/12/10  
**Re:** Wildlife Arts Festival – Dock Dog Clarification

On May 11, 2009 we presented information regarding the dock dog competitions to coincide with the Wildlife Show. We requested the City to assist the guild by sharing in the cost and requested a 50/50 split of the cost. Councilman Jennings, seconded by Mayor Pro tem Mercer, made a motion to commit \$5,750 from the current budget for the addition of the Dock Dog Competition to the Wildlife Show for the weekend of February 4-7, 2010.

During the discussion, Mayor Jennette asked if the water for the tank would be purchased from the City. At that time, we were not sure of the events location, but felt sure that the water would be purchased from the City.

I am seeking clarification to confirm whether the Guild will only be responsible for the \$2,500 net cost or if we will be responsible for the \$2,500 plus the cost of the water.

Kristi Hardison, Events and Facilities Manager, has spoken with the Public Works Director, Allen Lewis, to confirm the cost for the water. The charge on a cubic foot basis will be a total of \$246.83 + \$5 for each section of fire hose needed. The estimated number of hoses, without an exact location for the tank, will be two.

DG/kh



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

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To: Mayor Jennings & Members of the City Council  
From: Philip Mobley, Director Parks and Recreation  
Date: January 19, 2010  
Subject: 2009/2010 CIP Amendment for Festival Park  
Applicant Presentation:  
Staff Presentation: Philip Mobley

*p m*

**RECOMMENDATION:**

I move that the City Council amend the 2009/2010 CIP (Capital Improvement Plan) to include the Festival Park project.

**BACKGROUND AND FINDINGS:**

Inclusion of the Festival Park project in the 2009/2010 CIP will improve the prospects of a grant being awarded.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

CIP project

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City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
City Manager Review: *[Signature]* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
*1/19/10* Date

**CITY OF WASHINGTON, NORTH CAROLINA**  
**Explanation of Capital Improvement Projects**

IMPROVEMENT CATEGORY: PROJECT NO.: LS-G-49

COUNCIL RATING: PROJECT NAME: Festival Park

DEPARTMENT RATING:

DESCRIPTION: Event Stage, (1) Maritime tot Lot, (1) Picnic Shelter, Restrooms, Landscaping, Benches, Trash Receptacles, Irrigation, Accessible Walkways

JUSTIFICATION: Focal point for downtown/waterfront activities

**COST ONLY**

Estimated Cost:		Expenditure by Years:	
Design Eng.	\$ <u>39,000</u>	FY 2009-10	\$ _____
Land	_____	FY 2010-11	<u>590,250</u>
Construction	<u>409,000</u>	FY 2011-12	_____
Equipment	<u>40,000</u>	FY 2012-13	_____
Other	<u>102,250</u>	FY 2013-14	_____
Total	\$ <u>590,250</u>	Total	\$ <u>590,250</u>

METHOD OF FUNDING: General Fund, Grants, Donations \$ 590,250

**TOTAL CAPITAL REQUIREMENTS THROUGH JUNE 30, 2014**

City of Washington	\$ <u>260,125</u>
Federal	_____
State (PARTF)	<u>295,125</u>
Other DWOW & Tomasulo Fund	<u>35,000</u>
Total Projected Cost	<u>590,250</u>

TOTAL CAPITAL REQUIREMENTS AFTER JULY 1, 2014 \$ \_\_\_\_\_

**IMPACT ON OPERATIONS**

Future Annual Costs Resulting from Project:		Debt/Operating Expenditures by Years:	
No. of Personnel	<u>1 Part Time</u>	FY 2009-10	\$ _____
Salary	\$ <u>3,000</u>	FY 2010-11	<u>3,536</u>
Employee Benefits	<u>536</u>	FY 2011-12	<u>3,536</u>
Other Operations	_____	FY 2012-13	<u>3,536</u>
Debt Service Total	_____	FY 2013-14	<u>3,536</u>
Debt Service Annually	_____		
Budget Year Needed	<u>2011-12</u>		
Revenue Generated	\$ <u>1,000</u>	Total	\$ <u>14,144</u>

X.B

Agenda Date: Jan. 19, 2010



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** Philip Mobley, Director Parks and Recreation *PWM*  
**Date:** January 19, 2010  
**Subject:** Authorize Mayor to sign PARTF grant application  
**Applicant Presentation:**  
**Staff Presentation:** Philip Mobley, Director Parks and Recreation

**RECOMMENDATION:**

I move that City Council authorize the Mayor to sign the application for the 2009-2010 North Carolina Parks and Recreation Trust Fund Grant.

**BACKGROUND AND FINDINGS:**

The City of Washington Parks and Recreation Department has been working with a team of citizens over the last two months specifically for this grant. This grant continues to be a work in process as they have been working and meeting to put together this application before the deadline dated February 1, 2010.

Also, with public involvement and in cooperation with the C4R Advisory Committee and Sub-Committee for this park site, the Washington Recreation Advisory Committee and Sub-Committee for this park site, a Public Meeting was held on January the 7<sup>th</sup> at 5:30 pm in the Peterson Building with a public showing of the site plan for this application. All these groups and meetings have been positive in our effort to develop this park site and meet the deadline for this grant application.

This PARTF Grant requires a 50/50 cash match by the City of Washington. This grant (Project) can be constructed over a three year period which will allow us to spread the City's 50% cost over a three budget period. But through donations and gifts to the City for this project the cost to the City will be lower than a 50% cost, DWOW is already holding money for site improvements and other denotation are pending at this time.

The Washington Recreation Advisory Committee and C4R Sub-Committees, PARTF Application Team (Public involvement group) Citizens at the Public Meeting held January 7, 2010 and City staff are on record as supporting this positive venture. By applying for the PARTF Grant (50/50) cash match it will allow the City to move forward with the C4R (Land Design Plan)

**PREVIOUS LEGISLATIVE ACTION**

October 12, 2009 – Adopted the visualization and Re-Investment Strategy presented by the Citizens for Revitalization.

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

- Grant Signature Page
- Grant Narrative
- Project Cost
- Environmental Review
- Aerial Site Map
- Project Sit Plan

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** *JPS* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 11/2/10 Date

**N.C. Parks and Recreation Trust Fund (PARTF)  
2009-2010 Basic Facts and Assurances**

<b>Applicant:</b> City of Washington		<b>County:</b> Beaufort	
<b>Federal Employer I.D. Number:</b> [REDACTED]			
<b>Local Government's Contact Person:</b> Name: Philip W. Mobley Title: Director of Parks & Recreation Address: 310 West Main Street, Suite 200 City/State/Zip: Washington, N.C. 27889 Telephone: 252-975-9367 x 224 E-mail: pmobley@washingtonnc.gov		<b>Local Government Manager:</b> Name: James C. Smith Title: City Manager Address: P.O. Box 1988 City/State/Zip: Washington, N.C. 27889 Telephone: 252-975-9319 E-mail: jsmith@washingtonnc.gov	
<b>Chief Elected Official:</b> Name: N. Archie Jennings, III Title: Mayor Address: P.O. Box 1988 City/State/Zip: Washington, N.C. 27889		<b>Type of project: (check all that apply)</b> <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Development: Construction and/or Renovation	
<b>Site Control:</b> <input checked="" type="checkbox"/> Owned by local government: <input type="checkbox"/> Owned by school board: <input type="checkbox"/> Leased by applicant for 25 years or more (Date lease expires: )		<b>Costs rounded to nearest dollar:</b> PARTF funds requested: \$ <u>295,125.</u> Local government's matching funds: \$ <u>295,125.</u> Total cost of project \$ <u>590,250.</u>	
<b>Recreation Resources Service (RRS) regional consultant:</b> Mr. Steve Moler			
<b>Short title of project:</b> Festival Park			
<b>Provide a brief description of the project:</b> This waterfront Festival Park will feature an event stage, picnic shelter, maritime tot lot, accessible restrooms and accessible walkways.			
<b>Approval by local governing board:</b> (The local governing board must approve this certification.) I hereby certify the information contained in the attached application is true and correct and the 50% required matching funds will be available during the project period.			
Adopted this day of (give date):			
Chief Elected Official:		(Signature)	(Print or Type Name and Title)
(For applications sponsored by two or more local governments, or a local government and school administrative unit, one copy of this form must be completed and signed by <b>each</b> applicant. One of the local governments must be identified as the primary sponsor in the "Applicant" section at the top of this page.)			

Title for the Project: Washington Festival Park  
Local Government Name: City of Washington

Justification for the Project:

The Festival Park proposal seeks funding to secure and enhance public, recreational waterfront access for the citizens of Washington, North Carolina. According to the 2008 City of Washington Parks and Recreation Comprehensive Master Plan, Beaufort County "boasts more shoreline than any other county in the State... The relatively low cost of living, reasonable taxes and moderate climate attract people from all over the nation to the area." Real estate developers have capitalized on the influx of newcomers, building upscale homes and gated communities along the county's waterways. Within the past three years, two privately-owned public beach areas in proximity to the City of Washington were sold to real estate investors and closed to the public. In addition to providing water access, both beaches featured outdoor pavilions that had hosted concerts and dances for the past 50 years. Currently, Havens Gardens Park, Stewart Parkway and the Waterfront Docks provide Washington residents with limited public access to the Pamlico-Tar River for recreational and aesthetic purposes.

The 2008 Master Plan contains a list of recommendations that includes the improvement or addition of riverside picnic facilities; fishing and sitting areas; canoe and kayak launches; a beach sand volleyball court; and a Waterfront Festival Park on existing or acquired City property. Input obtained from Washington residents at public meetings and through mail-in surveys was critical to the planning process. In addition, a member of the Parks and Recreation Advisory Committee conducted a door-to-door survey in spring 2009, polling 72 Washington households about their interest in attending events at a waterfront park. Ninety-one percent of respondents believed the development of a public performance space in downtown Washington would be desirable. Survey results were presented to the Washington City Council in March 2009.

The concept of an outdoor venue for activities near the central business district was initially presented in 1996 to the Washington City Council in the "Downtown Washington Strategic Plan and Implementation Project" prepared by Allison Platt and Associates. In 2005, the City commissioned WK Dickson Consultants to create the "Downtown Washington Revitalization Strategy," which recommended the creation of a "Festival Park" on 2.6 acres of city-owned, waterfront property adjacent to the North Carolina Estuarium, featuring an outdoor amphitheater, "Great Lawn," and play areas. A new study by LandDesign entitled "City of Washington Waterfront Visualization + Reinvestment Strategy" was adopted by the Washington City Council in October 2009. Like the two previous studies, the LandDesign plan includes a "venue driven public open space" on the waterfront near the Estuarium featuring a performance pavilion, children's splash park, and public restrooms. LandDesign provided multiple opportunities for public engagement during the planning process, including an initial public forum, follow-on meetings with stakeholders, and a three-day "Community Visioning Charrette" that concluded with a comprehensive public presentation. An estimated 500 citizens participated in one or more of these events.

Support for a Festival Park modeled after the one proposed in the Dickson Plan has been building momentum since the plan was presented to the City Council in fall 2005. The inaugural Music in the Park event was staged in spring 2007 on the "Great Lawn" adjacent to the Estuarium using rented staging and comfort stations. The concert featured four regional bands and was viewed by an audience of 300. For each of the past 4 years, nearly 600 tickets have been sold for the annual "Pickin' on the Pamlico," a catered, waterfront dinner party and concert sponsored by Downtown Washington on the Waterfront. Washington hosted over 1,000 cyclists during the 2009 Cycle North Carolina Spring Ride, many camping in tents pitched along the waterfront. Several weeks later, the Beaufort County Arts Council presented its first annual Traditional Music Festival to a crowd of 2,000, with day-long performances and workshops in the Festival Park area. In fall 2009, more than 3,000 fans attended a Beach Music Festival on the "Great Lawn," the proceeds from which were earmarked for the construction of a permanent event stage on the waterfront.

The newly elected mayor and city council have pledged conceptual and monetary support for a Festival Park, viewing the investment as critical to improving the quality of life and financial future of this economically challenged community.\* At the time of the 2000 Census, Washington posted a family poverty rate of 23.3% compared to 9% statewide and an individual poverty rate of 28.7%, more than double the state rate of 12.3%. Despite these economic challenges and as a show of community commitment, revenue generated by the 2009 Beach Music Festival, along with a private contribution toward the creation of a waterfront lot, have already been secured as matching funds toward the creation of the Festival Park. During the three-year grant period, the Parks and Recreation Advisory Committee will continue seeking private and public monies to further offset the City's obligation to match PARTF funds.

\*Pending approval from the Washington City Council on 1/19/09!

## Project Costs (continued)

Use the format below to show the costs of your project. Include the title of the project, the name of the local government and the date the document was prepared.

### Project Costs Festival Park – City of Washington December 2009

Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.)	Unit	Unit Cost	Total Item Cost
<b>Building and/or Renovating Costs</b>			
Event Stage ( 1 ) 480 sq.ft.	Lump Sum	120,000	120,000
Tot Lot (, accessible surfacing) Maritime	Lump Sum	25,000	25,000
Picnic Shelter- (1) 400 sq.ft.	Lump Sum	90,000	90,000
(3) Benches, (4) Trash Receptacles Landscaping & Irrigation	Lump Sum	31,000	31,000
Rest Rooms (1) 440 sq.ft.	Lump Sum	170,000	170,000
Accessible Routes, multi-paved walkways w/turf supp	6 ft.	450 /ft.	29,000
Site Preparation (clearing, grading, and erosion control)	.5 acres	20,000	20,000
Water and Sewer and Electric Utilities New/Relocation	Lump Sum	40,000	40,000
<b>Costs to Develop the Project</b>			525,000
<b>Contingency for the Cost of Building / Renovating</b>			
Contingency (not to exceed 5% of the cost to develop the project)	5%		26,250
<b>Value of Land to be Purchased or Donated</b>			
N/A			
<b>Costs Related to Building, Renovating and Planning</b>			
Planning / Incidental Land Costs- Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project)	7.7%		39,000
<b>Total Project Cost</b>			590,250
<b>Total PARTF Grant Request</b>			295,125
<b>Total Local Match</b>			295,125

# Environmental Review

Project Name Washington Festival Park Local Government City of Washington

**All applicants** who are proposing to develop any facilities with a PARTF grant must provide the following information to help determine the proposed project's impact on the environment. Project design should minimize adverse impacts on the environmentally sensitive features of the site. Each item must be adequately addressed to allow the Department of Environment and Natural Resources to determine if the proposed project will comply with the requirements of the State Environmental Policy Act (SEPA).

<p>1. <b>Site Description:</b> Describe the existing or proposed park property including the park acreage (for land and water), topography, rivers, lakes and any significant natural resources that are on or adjacent to the site. Attach a separate page if needed.</p> <p>(see attached)</p>
<p>2. <b>Past/Current Property Use:</b> What are the past/current uses of the property? Examples: Urban/developed, forest, agricultural, industrial site, landfill, water, or wetland. Attach a separate page if needed.</p> <p>If the property has been contaminated (examples: brownfield sites), all clean up actions must be completed before a PARTF project can begin. Use this space to describe any clean up actions that are needed.</p> <p>(see attached)</p>
<p>3. <b>Wetlands:</b> Describe any wetland areas on the site including the acreage (see "Resources" on page 5 for help in identifying wetlands). Describe any disturbance of wetlands needed to develop the proposed project. Please state if no wetlands exist on the site. Attach a separate page if needed.</p> <p>There are no wetlands that exist on the site.</p>
<p>4. <b>Floodplains:</b> Describe any floodplain areas within or adjacent to the site. Please state if none exist. Attach a separate page if needed.</p> <p>(see attached)</p>
<p>5. <b>Tree and wildlife species:</b> Describe the predominant tree and wildlife species on the site. Attach a separate page if needed.</p> <p>There is no significant tree or wildlife species located on the site. The project area is vacant with grass ground cover.</p>

<p><b>6. Archaeological or historical sites:</b> List any known archaeological or historical sites within the project site or in the vicinity of the site. Has the area been surveyed by an archaeologist? If so, when and by whom? (See "Resources" on page 5 for help in identifying cultural resources). Attach a separate page if needed.</p> <p>(see attached)</p>
<p><b>7. Existing Structures:</b> List all existing recreational facilities or other structures on the site. Indicate if any structure is more than 50 years old. Provide a photograph and pertinent historical information about the structure(s). Will the structure(s) be demolished or renovated by the proposed project? Attach a separate page if needed.</p> <p>There are no existing recreational facilities or other structures located on the site.</p>
<p><b>8. Utilities:</b> Describe the existing water, sewer, and road systems at the site. Describe any water, sewer, or road systems included in the proposed project. Attach a separate page if needed.</p> <p>(see attached)</p>
<p><b>9. Site Clearing:</b> How many acres are to be cleared for the proposed development?</p> <p>_____ 0 _____ acres      No additional clearance of the property in necessary.</p>
<p><b>10. New Facilities:</b> If a new indoor facility is proposed, how large is the facility's footprint or square feet of ground covered?      N/A 440 square feet</p>
<p><b>11. Permits:</b> List all permits that have been or will be applied for or received, such as erosion control, CAMA or U.S. Army Corps of Engineers permits. Attach a separate page if needed. Include a brief discussion and documentation of your interactions with permitting agencies.</p> <p>(see attached)</p>

The information above is needed for an environmental review of your proposed project. Some projects will require an additional evaluation called an "environmental assessment" if they are selected for funding. A project will usually need an environmental assessment if any of the following are proposed in the project:

- Construction of a new building with a footprint of over 10,000 square feet.
- Demolition or renovation of a structure more than 50 years old or listed on the National Register of Historic Places.
- Ground disturbance involving a listed archaeological site or area around buildings over 50 years old.
- Ground disturbance in or near significant natural communities or rare species.
- Ground disturbance of a site with current or past contamination problems.

The PARTF program will notify the applicant if an environmental assessment or additional information is needed. The grantee must complete the environmental assessment before signing the PARTF contract and beginning the project.

## **Environmental Review Washington Festival Park**

### **1. Site Description:**

The proposed Festival Park area includes three (3) parcels of property and one being an existing road right-of-way. The total acreage in the project area is approximately 2.53 acres. The property is primarily open space and flat with no change in topography. There are no significant natural resources located on the property. The property located to the east is occupied by the North Carolina Estuarium and the Partnership for the Sounds. Located to the south of the subject property is the Pamlico River. The Pamlico River is classified SC by the Division of Water Quality and designated Nutrient Sensitive Waters (NSW) by the Environmental Management Commission.

### **2. Past/Current Property Use:**

The previous use of these properties was strictly for commercial activities. The uses coincided with the commercial waterfront activities. By the 1950s the commercial water activities began to subside and the structures began to deteriorate. The Redevelopment Commission of the 1960s removed the dilapidated buildings along the waterfront and reclaimed approximately 5 acres of land along the water's edge for a 1,500' bulkhead and promenade. The subject properties are located at the eastern end of the promenade. The properties are currently vacant and remain as green space. The current uses are activities that relate to open space. There are no contaminated areas listed on these parcels of property.

### **4. Floodplains:**

The Festival Park properties are located in Zone AE of the Special Flood Hazard Area as designated by the Flood Insurance Rate Map effective 2003. This is a 100 year flood zone and the Base Flood Elevation is established at 10' above mean sea level.

### **6. Archeological or historical sites:**

The Festival Park site is located within the City of Washington's Historic District. The historic district was established in 1978 and placed on the National Register of Historic Places. The district encompasses more than 600 properties. Any proposed construction activities will be consistent with the Washington Historic Preservation Guidelines.

### **8. Utilities:**

Located in the project area is the former Stewart Parkway right-of-way. This is an existing 70' right-of-way. Also, located on the site are a sewer lift station and the accompanying easement. A 30' storm drainage is contained on the property as well as a 15' maintenance easement for the promenade. All water and sewer needs are

located adjacent to the property. Any activity planned for the Festival Park will be designed with all the utilities and easements in mind.

**11. Permits:**

The permits that are required and will be applied for include, but are not limited to:

City of Washington: Building Permit – Inspections Department  
Certificate of Appropriateness – Historic District  
Storm Water Permit – Public Works

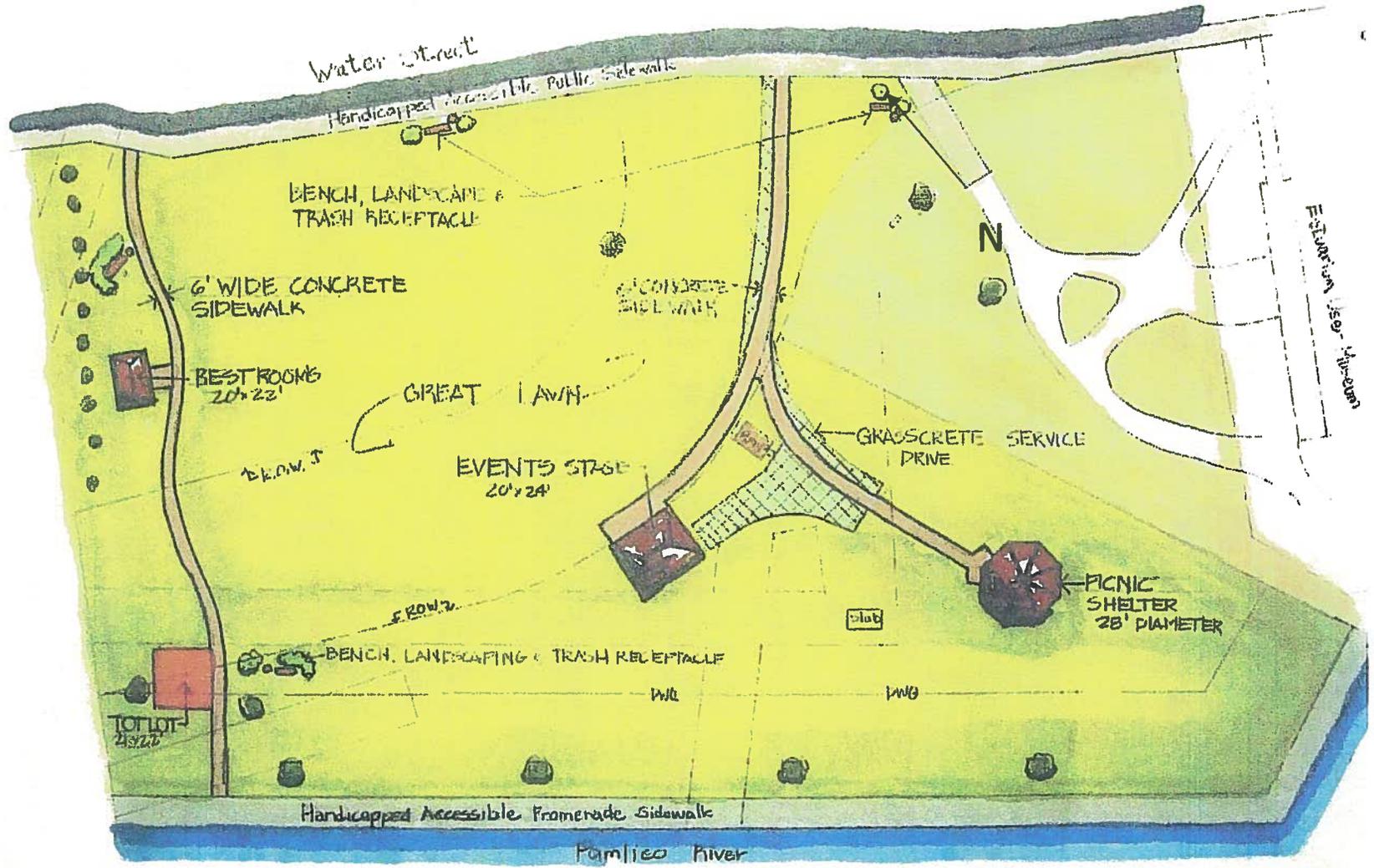
North Carolina: CAMA Permit – Division of Coastal Management  
Sedimentation & Erosion Control – Water Quality  
Storm Water Management – Water Quality

Discussions have been held and a CAMA Permit applied for through the Division of Coastal Management. The applicant has spoken with the necessary officials in determining the requirements from the City of Washington.



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X.C

Agenda Date: 01-19-10



City of Washington

# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** Allen Lewis, Public Works Director *AL*  
**Date:** 01-07-10  
**Subject:** Authorize manager to sign an Engineering Agreement to perform engineering services necessary for the Brown Street bridge replacement project at Jack's Creek.

**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

## RECOMMENDATION:

I move Council authorize the manager to enter into an engineering agreement with Ramey Kemp & Associates, Inc., to perform engineering and other services necessary for the Brown Street bridge replacement project at Jack's Creek.

## BACKGROUND AND FINDINGS:

As you may recall, at the November 10, 2008 Council meeting, Council authorized the Mayor and City Clerk to execute a municipal agreement for participation in the NCDOT Municipal Bridge Program. The program provides federal aid funds for 80% of the project cost with the remaining 20% being a local match by the City. The project is in the STIP with \$500,000 in funding requiring a \$100,000 match.

After requesting letters of interest from engineering firms per the municipal agreement, 20 submittals were received. We selected a Ramey Kemp & Associates, Inc. to serve the City on this project.

## PREVIOUS LEGISLATIVE ACTION

November 10, 2008 - execute a municipal agreement for participation in the NCDOT Municipal Bridge Program

## 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: *gpc* Concur  Recommend Denial  No Recommendation *1/24/10* Date

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WBS NUMBER: 42395.1.1

TIP B-5174

FEDERAL AID PROJECT: BRZ-0248(3)

COUNTY: BEAUFORT

### ENGINEERING AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF WASHINGTON (hereinafter called the "City") and Ramey Kemp & Associates (hereinafter called the "Engineers"), 5808 Faringdon Place, Suite 100, Raleigh, NC, 27609.

### GENERAL RECITALS

WITNESSETH:

WHEREAS, The City desires the assistance of a private engineering firm in the performance of certain project development, human and natural environmental, and engineering services; and

WHEREAS, the Engineers have exhibited evidence of experience, ability, competence, and reputation to perform such project development, human and natural environmental, and engineering services; and

NOW THEREFORE, the City and the Engineers, for consideration hereinafter stipulated, mutually agree as follows:

All professional engineering services will be performed in the United States of America. No work will be allowed to be outsourced outside of the United States of America. The Engineers agree to perform the required professional engineering services, including field survey data necessary to design and prepare right of way and construction plans and any special provisions for the replacement of Bridge #80 over Jack's Creek – City of Washington, Beaufort County.

#### ARTICLE I - SCOPE OF WORK

##### I.A.1. Description of Work Required

Prepare right of way and construction plans to include the following:

- a. Planning Report;
- b. All hydraulic surveys and design;
- c. Location Surveys;
- d. Structure Design;
- e. Geotechnical; and
- f. Soils and Foundation

I.A.2. The Engineers shall prepare right of way and construction plans in accordance with the State's practices, Article I.B., further defined and as in the Guidelines for Roadway Design Activities furnished by the State.

- I.A.3. The Engineers shall prepare right of way plans and furnish the City with bond prints for right of way acquisition. The Engineers shall then prepare roadway construction plans and details.
- I.A.4. The Engineers shall prepare preliminary roadway quantities and furnish the City with copies of these quantities when right of way plans are submitted.
- I.A.5. The Engineer will perform the project development, and human and natural environmental in accordance with the latest policies and procedures of the STATE and/or the Federal Highway Administration (FHWA) and the GUIDELINES contained in ATTACHMENT A. A detailed scope of work for the project is contained in ATTACHMENT B.
- I.A.6. The Engineers shall perform site investigations and hydrological and hydraulics design studies and field surveys as necessary to determine the requirements for all hydraulics related structures as outlined in FAPG-3CFR650A and the Guidelines for Drainage Studies and Hydraulics Design furnished by the State.
- I.A.7. Where alternate designs appear warranted, the Engineer shall prepare designs in sufficient detail to permit a decision on the most desirable alternative. These designs should include profiles, grades, proposed retaining walls, construction quantities and any other pertinent information that will facilitate the selection of the recommended alternative.
- I.A.8. Final roadway plans shall be developed and shall be in sufficient form and detail for the City to let a construction contract. Final plans shall include roadway design and details, and material quantities for the project. Final plans shall meet the approval of the City and State prior to acceptance. Said approval shall not relieve the Engineers of

liability or the responsibility to correct any errors in their plans or computations. Correction of errors discovered after the construction phase of the project begins will not be considered as construction engineering.

I.A.9. When performing field work on or adjacent to public streets or highways, it shall be the responsibility of the Engineer to provide traffic control including flagmen and/or any other necessary devices in accordance with the "Manual on Uniform Traffic Control Devices" (edition current during the design of this project), the "N. C. Department of Transportation - Construction and Maintenance Operations Supplement to the M.U.T.C.D." and the "North Carolina Survey Crew Safety Supplement" to protect workers, equipment, and the traveling public.

I.B. Work Standards

I.B.1. All design for the plans listed below shall conform to the appropriate AASHTO Specifications, the Policy Manual and Design Manual of the various NCDOT Design Units, (edition current during the design of this project).

- a. Roadway;
- b. Hydraulic surveys and design;
- c. Location Surveys;
- d. Structure Design;
- e. Geotechnical; and

f. Soils and Foundation

I.B.2. Field data shall be obtained and plans shall be prepared in conformity with current practices of the State as outlined in the various Unit Manuals, Unit Guidelines, in regard to presentation, media, sheet sizes, scales, billing of pay items, special drawings, and summaries thereof.

I.B.3. All Original design calculations, field notes, quantity calculations, boring logs, subsurface investigation plan sheets, any necessary project special provisions, and other material in addition to the drawings prepared under this Agreement shall be the property of the City and shall be turned over to the City upon completion of the work.

I.B.4. Reproduction

a. Roadway Plans

The Engineers shall be responsible for reproduction of all plans as necessary to complete the work of the Engineer and as specified in the Guidelines for Roadway Design Activities to provide preliminary, right of way, field inspection and final review prints. Other reproductions will be made by the City.

I.B.5 Planning Report

The Engineer will perform the studies, prepare documents and reports, and develop plans in accordance with all applicable State and Federal regulations, including but not limited to:

- a. General: National Environmental Policy Act (NEPA) [42 USC 4321-4351]; Title 23, USC; Environmental Impact and Related Procedures [23 CFR Part 771]; Intermodal Surface Transportation Act of 1991 (ISTEA); Transportation Equality Act of the 21<sup>st</sup> Century (TEA21) 1998; N. C. General Statutes Chapter 113A North Carolina Environmental Policy Act of 1971.
- b. Air: Clean Air Act [42 USC 7401-7671(q)].
- c. Land: Section 4(f) of the U.S. Department of Transportation Act of 1966 [49 USC 303]. Farmland Protection Policy Act (1981), as amended in 1994 (7 CFR 658).
- d. Wildlife: Endangered Species Act [16 USC 1531-1544, 1536], Marine Mammal Protection Act [16 USC 1361].
- e. Historic and Cultural Resources: Section 106 of the National Historic Preservation Act of 1966, as amended [16 USC 470(f), et seq.]; Archeological Resources Protection Act of 1977 [16 USC 470(aa)-11]; Archeological and Historic Preservation Act [16 USC 469-469(c)]; Native American Grave Protection and Repatriation Act (NAGPRA) [25 USC 3001-3013]; Archaeological and Historic Preservation Act of 1974 [16 USC 469]; Archaeological Resources Protection Act of 1979 [16 USC 470 AA]; American Indian Religious Freedom Act [42 USC 1996].

- f. Wetlands and Water Resources: Clean Water Act [33 USC 1251-1377 (Section 404, Section 401, Section 319)]; Coastal Barrier Resources Act [16 USC 3501-3510]; Coastal Zone Management Act [16 USC 1451-1465]; Land and Water Conservation Fund (LWCF) [16 USC 4601-4604]; Safe Drinking Water Act (SDWA) [42 USC 300(f)-300(j)(6)]; Rivers and Harbors Act of 1899 [33 USC 401-406]; Wild and Scenic Rivers Act [16 USC 1271-1287]; Emergency Wetlands Resources Act [16 USC 3921, 3931]; TEA-21 Wetlands Mitigation [23 USC 103(b)(6)(m), 133(b)(11)]; Flood Disaster Protection Act [42 USC 4001-4128].
  
- g. Hazardous Materials: Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) [42 USC 9601-9675]; Superfund Amendments and Reauthorization Act of 1986 (SARA); Resource Conservation and Recovery Act (RCRA) [42 USC 6901-6992(k)].
  
- h. Real Property: Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs [49 CFR Part 24].
  
- i. U.S. Presidential Executive Orders: E.O. 11514 Protection and Enhancement of Environmental Quality; E.O. 11593 Protection and Enhancement of Cultural Resources; E.O. 11990 Protection of Wetlands; E.O. 11988 Floodplain Management; E.O. 12630, Government Actions and Interference with Constitutionally Protected Property Rights; E.O. 12898 Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations; E.O. 13175 Consultation and Coordination with Indian Tribal Governments;

E.O. 13007 Indian Sacred Sites; E.O. 13112 Invasive Species; E.O. 13287 Preserve America; E. O. 13166 Improving Access to Services for Persons with Limited English Proficiency.

- j. Other Laws and Publications: FHWA Environmental Policy Statements (1990 & 1994); Recommendations of the President's Council on Sustainable Development; Department of Transportation Order to address Environmental Justice (1977) and Federal Highway Administration Order on Environmental Justice (1998). Public Involvement Techniques for Transportation Decision-Making (USDOT, FHWA, FTA-September 1996); NCHRP Report 456, Guidebook for Assessing the Social and Economic Effects of Transportation Project (2001, TRB); NCHRP Report Number 403, Guidance for Estimating Indirect Effects of Proposed Transportation Project (1998); Council of Environmental Quality Report, Entitled Considering Cumulative Effects under the National Environmental Policy Act (January, 1997); USDOT, FHWA: Community Impact Assessment, A Quick Reference for Transportation (September 1996); Guidance for Assessing Indirect and Cumulative Impacts of Transportation Projects in North Carolina, Volume I and Volume II; N. C. General Statutes 121-12 – Protection of Properties in the National Register. N. C. General Statutes 70 – Unmarked Human Burial and Human Remains Act.

k. Other Guidances and Publications

- 1. T6640.8A (October 30, 1987) – “Guidance Material for Preparation of Environmental Documents”, Federal Highway Administration.

2. 2000 Highway Capacity Manual, Federal Highway Administration.
3. All functional designs for the roadway and structures shall conform to the Fourth Edition AASHTO *A Policy on Geometric Design of Highways and Streets*, the *Policy Manual 2004* and *Design Manual* of the Roadway Unit and *Design Manual* of the Structure Design Unit of the STATE.

I.C. Subcontracts

- I.C.1. The Engineer shall not sublet any portion of the work covered by this Agreement without prior approval by the City.
- I.C.2. The Engineer shall be responsible for the schedule of any work sublet to others so as to assure that the overall schedule of the project is maintained.
- I.C.3. The Engineer shall be responsible for the completeness, accuracy, presentation, inclusion of data into the design and plans, and reviews of any work sublet to others.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

- II.A. Work shall begin immediately following written notice of approval of this Agreement and authorization to begin work. The work will be completed according to a written schedule mutually agreed upon by the City and the Engineer. The Engineer will be responsible for implementing and monitoring the schedule.
- II.B. Reasonable extensions of the scheduled time shall be mutually agreed upon by both parties in the event of unavoidable delays. If the duration of the agreement is extended more than twelve months beyond the scheduled completion date due to no fault of the engineering firm, they may present written documentation of the delay and the

increased cost and request a supplemental agreement adjusting the compensation. If the request is approved, the increase in compensation shall be determined by mutual agreement of both parties.

### ARTICLE III - COMPENSATION AND PAYMENTS

#### III.A. Engineering Fees and Cost

##### III.A.1. Lump Sum

As complete compensation for all Engineering services described above, the Engineers will be paid the lump sum fee of \$174,482.03, One Hundred Seventy Four Thousand Four Hundred Eighty Two (Dollars) Three (Cents).

#### III.B. Progress Report

The Engineers shall, at the end of each calendar month during which work is in progress under this Agreement, prepare and present to the City a Progress Report stating the percent completion of the work.

III.C. Payment and Retainage

III.C.1. Partial payment for the lump sum fee will be made to the Engineers on a monthly basis upon submission of a Progress Report and Invoice stating the percent of completion of the work.

III.C.2. The Engineers shall pay subconsultants for work performed within 14 days after the Engineers receive payment from the City for work performed by the subconsultant. This requirement must be incorporated into all subconsultant agreements.

III.D. Maintenance of Information and Reports

III.D.1. FHWA Information

III.D.1.a. All work shall be administered and performed in accordance with Federal-Aid Policy Guide (FAPG)-23CFR172 and the North Carolina Administrative Code.

III.D.1.b. Subcontracts exceeding \$2,500 which involve the employment of mechanics or laborers shall require the subcontractor to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

III.D.1.c. Subcontracts exceeding \$10,000 shall require the subcontractor to comply with all Federal regulations required in the prime contract.

III.D.2. Availability of Information

- III.D.2.a. The Engineers shall maintain all books, documents, papers, accounting records, and other information pertaining to cost incurred on this project and to make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of final payment for inspection by the State, the Federal Highway Administration, or any authorized representative of the State or Federal Highway Administration. Copies thereof shall be furnished to the State and/or Federal Highway Administration if requested. The Engineers shall use cost principles as described in Federal Acquisition Regulation (48 CFR 1-31), Subpart 1-31.2.
- III.D.2.b. The Engineers shall require all subcontractors to whom a portion of this contract may be sublet to maintain all such books, documents, papers, accounting records, and other information pertaining to cost, and further to require that said subcontractors make these materials available to the State and/or Federal Highway Administration at all reasonable times during the contract period and for three (3) years from date of final payment, and to require said subcontractors to furnish copies of such documents to the State and/or Federal Highway Administration upon request. The Engineers shall affirmatively enforce this provision of this contract with the subcontractor upon request of the State or Federal Highway Administration.
- III.D.2.c. The Engineers shall notify the City of significant changes within the Engineer's firm (e.g., change of address, telephone number, project - related personnel changes, etc.).

#### ARTICLE IV - DATA AND SERVICES TO BE FURNISHED BY THE CITY AND STATE

- a. All data in the hands of the City and State, that can be released, that would assist the Engineers in the accomplishment of the work on this project;
- b. Copies of all North Carolina Standards that may be adaptable to the project;

- c. Pavement design;
- d. Any available information on utilities, structures and other facilities in the vicinity;
- e. Copies of Standard Specifications for Roads and Structures of the North Carolina Board of Transportation with latest supplements. A charge, at the advertised price, will be made for the specifications;
- f. Guidelines for implementation of the provisions contained in the Unit Manuals;
- g. All required permits will be obtained by the City;
- h. Copies of manuals of the various Department of Transportation Units that are applicable to the project. A charge, at the advertised price, will be made for each Unit manual furnished;
- i. Traffic accident data;
- j. Right of way and construction cost estimates based on information supplied by the Engineer,
- k. Natural Systems Technical Memoranda; and
- l. Bridge Inventory Reports.

ARTICLE V - MISCELLANEOUS PROVISIONS

V.A. Conferences, Visits to Site, Inspection of Work

The Engineers will be represented by a responsible member of the firm for any meetings, hearings, consultations, and field conferences deemed necessary by the City or the Engineers. All conferences held will be in the vicinity of the project or in Raleigh, N. C.

V.B. Relationship with Others and Responsibility During Design

The Engineers shall cooperate and coordinate fully with the City's and State's other Engineers on this project.

V.C. The Engineers shall not begin preparation of the final construction plans until the FHWA has approved the "Categorical Exclusion" (CE) or the "Programmatic Categorical Exclusion" (PCE).

V.D. Engineers' Responsibility During Construction

V.D.1. There will be no construction engineering services or checking of shop drawings required of the Engineers, under this Agreement.

V.D.2. The Engineer shall be fully and totally responsible for the accuracy and completeness of all work performed by them and their subconsultants under this contract and shall save the City harmless and shall be fully liable for any additional costs and all claims against the City which may arise due to errors, omissions or negligence of the Engineer in performing the work.

V.E. If, during the duration of this Engineering Agreement, the Engineer receives instructions or directions which are considered beyond the scope of work outlined in this Engineering Agreement or referenced attachments, all work shall cease until the matter is resolved. The Engineer shall immediately notify the Director of Public Works in writing with a description and justification for the claim of extra work. The Engineer shall not continue work until written notice to proceed is given.

V.F. The ENGINEER shall defend, indemnify and hold harmless the City, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the ENGINEER, its agents, employees, and subconsultants or any one for whom the ENGINEER may be responsible. The obligations, indemnities and liabilities assumed by the ENGINEER under this paragraph shall not extend to any liability caused by the negligence of the City or its employees. The ENGINEER'S liability shall not be limited by any provisions or limits of insurance set forth in this contract.

V.G. The ENGINEER shall indemnify and hold harmless the City from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the ENGINEER'S equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this Agreement. The obligations, indemnities and liabilities assumed by the ENGINEER under this paragraph shall not extend to any liability caused by the negligence of the City or its employees. The ENGINEER'S liability shall not be limited by any provisions or limits of insurance set forth in this contract.

V.H. PROFESSIONAL LIABILITY INSURANCE

The ENGINEER will provide to the CITY a Certificate of Professional Liability Insurance for a minimum of \$1,000,000 prior to the execution of this Agreement, unless waived by the contracting officer.

V.I. MISCELLANEOUS PROVISIONS

A. COVENANT AGAINST CONTINGENT FEES

The Engineers warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineers, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineers, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. DESIGN

Unless covered elsewhere in this Agreement, design standards are to be as furnished by the State.

C. OWNERSHIP OF ENGINEERING DOCUMENTS

All tracings, plans, specifications, photographic negatives, basic survey notes, computations, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the City, and that basic sketches, charts, and other data prepared or obtained under this contract shall be made available, upon request, to the City without restriction or limitation on their use; however, such documents are not intended or represented by the Engineers to be suitable for reuse on extensions or modifications of the project or on any other project. In the event such modifications or reuse of the documents are made the City shall assume the liability for such modifications or reuse. In the case of an agreement involving preliminary plans

only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans.

D. CHANGES IN WORK

All changes in the work are to be included in supplemental agreements which are to be executed prior to beginning of such supplemental work. The supplemental work must be approved by the City prior to doing the work.

E. DELAYS AND EXTENSIONS

Reasonable extension of time for unforeseen delays may be made by mutual consent of all parties involved.

F. TERMINATION OR ABANDONMENT

Should the City for any reason whatsoever decide to cancel or to terminate the use of the Engineers' services, it will furnish thirty (30) days written notice thereof to the Engineers who will immediately terminate work, but shall bring to a reasonable stage of completion those items whose value would be otherwise lost without such necessary further work, as may be directed by the City, and will turn over to the City all data, charts, survey notes, figures, drawings, and other records or information collected or secured herein, whether partial or complete. Upon such termination the fee to be paid the Engineers will be equitable to cover all services rendered, using a proportional amount of the total fee based on a ratio of the amount of work done to the total amount of work which was to have been performed, less prior partial payments which have been made.

G. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineers shall indemnify and save harmless the City for claims and liabilities resulting from negligence, errors or omissions of the Engineers or any of the Engineers' Subcontractors.

H. GENERAL COMPLIANCE WITH LAWS

The Engineers shall comply with all laws, ordinances and regulations, Federal, State, and Local, applicable to the work. Specific attention is directed to North Carolina General Statutes 14-100 (Obtaining Property by False Pretenses) and 136-13.2. (Falsifying Highway Inspection Reports).

1. Selection of Labor

During the performance of this Agreement, the Engineers shall not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices

During the performance of this Agreement, the Engineers agree to comply with all applicable provisions of 49 CFR Part 21, 23 CFR Part 200 and Part 230 and the Civil Rights Act of 1964 as amended, and agree as follows:

- a. The Engineers will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, handicap and/or disability. The Engineers will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, handicap and/or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineers agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this nondiscrimination clause.
- b. The Engineers will, in all solicitations or advertisements for employees placed by or on behalf of the Engineers, state that all qualified applicants

will receive consideration for employment without regard to race, creed, color, national origin, sex, age, handicap and/or disability.

- c. The Engineers will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State, advising the labor union or workers' representative of the Engineers' commitments under this Section I-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Engineers will comply with all provisions of Executive Order No. 11246 as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- e. The Engineers will furnish all information and reports required by Executive Order No. 11246, as amended by Executive Order 11375 and other orders, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Engineers' noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Engineers may be declared ineligible for further Government contracts or Federally-assisted construction Agreements in accordance with procedures authorized in Executive Order No. 11246, as amended by Executive Order 11375 and other orders, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) and such other sanctions may be imposed and remedies invoked as provided in the aforementioned Executive Order and regulations or as otherwise provided by Law.

- g. The Engineers will include the provisions of this Section I-2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 so that such provisions will be binding upon each subcontractor or vendor.

3. Selection of Subcontractors, Procurements of Materials, and Leasing of Equipment

During the performance of this Agreement, the Engineers, for itself, its assignees, and successors in interest (herein referred to as the "Engineers") agrees as follows:

- a. Compliance with Regulations: The Engineers will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 and 23 CFR Part 200 and Part 230, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: The Engineers with regard to the work performed by them after award and prior to completion of the Agreement work, will not discriminate on the grounds of race, creed, color, or national origin, sex, age, handicap and/or disability in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Engineers will not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the 49 CFR Part 21.

The Engineers and their subconsultants shall not discriminate on the basis of race, color, national origin, sex, age, handicap and/or disability in the

performance of this contract. The Engineers shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Engineers to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

- c. Solicitations: In all solicitations either by competitive bidding or negotiation made by the Engineers for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Engineers of the Engineers' obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, creed, color, national origin, sex, age, handicap and/or disability.
- d. Information and Reports: The Engineers will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, account, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Engineers or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Engineers shall so certify to the City as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the Engineer's or Contractor's noncompliance with the nondiscrimination provisions of this Section I-3, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the Engineers under the Agreement until the Engineers complies, and/or

- (2) cancellation, termination or suspension of the Agreement in whole or in part.
- f. Incorporation of Provisions: The Engineers will include the provisions of Section I-3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Engineers will take such action with respect to any subcontract, procurement or leases as the State may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Engineers become involved in, or is threatened with litigation with a subcontractor, or lessor as a result of such direction, the Engineers may request the State to enter into such litigation to protect the interests of the State, and in addition, the Engineers may request the United States to enter into such litigation to protect the interests of the United States.
- g. For contracts and subcontracts of amounts in excess of \$100,000 the Engineers shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations, which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Engineers shall report violations to the grantor agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (N-329).

I. SUBLETTING, ASSIGNMENT, OR TRANSFER

There shall be no assignment, subletting or transfer of the interest of the Engineers in any of the work covered by the Agreement without the written consent of the City, except that the Engineers may, with prior notification of such action to the City, sublet property searches and related services without further approval of the City.

J. ENGINEERS' CERTIFICATION OF PLANS, ETC.

The Engineers shall certify all plans, specifications, estimates, and engineering data furnished by him.

K. CONTROL OF WORK

All work by the Engineers is to be done in a manner satisfactory to the City and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation and in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the Secretary of Transportation as provided in Title 23, US. Code, Section 109 (b). The decision of the State is to control in all questions regarding location, type of design, dimension of design, and similar questions.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF WASHINGTON

By \_\_\_\_\_  
James C. Smith, City Manager

ATTEST:

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EXECUTED BY the Engineers this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SEAL

By \_\_\_\_\_

Montell W. Irvin, President / CEO

ATTEST:

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ATTACHMENT A  
GUIDELINES

## **NATURAL RESOURCES INVESTIGATION PROTOCOLS**

The Natural Resources Investigation, particularly as it pertains to Environmental Assessment (EA) and Environmental Impact Statement (EIS) projects, is one important component of the Federal and State mandated processes associated with NCDOT work. In many cases the natural resources investigation provides pivotal information necessary for decisions to be made about placement of NCDOT projects. It is NCDOT's responsibility to maintain consistency with regards to the methodology and detail used to complete these natural resources investigations.

The natural resource investigations will include the qualifications of the investigator (education and experience), a project description (as current as possible), a list of resources referenced, project specific soils information, project specific water resource information, community descriptions within the project area (plants and animals and their associations to one another), wetland descriptions from the wetland determination or delineation process, an impacts discussion (water resources, communities, and wetlands), a description of permits likely to be applicable and finally a discussion of protected species related issues. The following outline contains all of the specific requirements necessary for the natural resources investigation process to be complete. This outline is intended to be followed by both NCDOT natural resources staff as well as NCDOT consultants contracted to perform natural resources investigations.

### **NATURAL RESOURCES INVESTIGATION PROCESS**

The following topics must be included in the natural resources technical report.

#### **A. Project Description**

- A description of the project will be identified and provided to the investigator by NCDOT's project engineer.

#### **B. Methodology**

1. Pre-field work: Project specific information to include but not be limited to the following must be reviewed prior to the initiation of field work (See Wetland Determination Protocols).
  - USGS quadrangle map
  - USFWS NWI map
  - NRCS (SCS) soils map
  - NCDOT aerial photography
  - USFWS list of federally protected species
  - NCNHP data base of rare species and habitats
  - DWQ (DEM) water resource information
  - NCWRC designated proposed critical habitats for aquatic species
  - USFWS Recovery Plans for listed species where available

2. Date of field surveys and names and qualifications of the investigators.
3. Definitions of project study area, vicinity and region. Definitions for area descriptions are as follows:
  - **Project Study Area** denotes the area bounded by the proposed construction limits;
  - **Project Vicinity** describes an area extending 0.8 km (0.5 mi.) on all sides of the project study area; and
  - **Project Region** is equivalent to an area represented by a 7.5 minute USGS quadrangle map with the project study area occupying the central position.

C. Physical Characteristics

1. Description of the physiographic province in which the project will take place. This description will include topography, elevation and current land use in the project vicinity.
2. Soils: This section will contain general descriptions of soil associations and specific soil series likely to be impacted by the subject project. Discussions of soils will include the identification of all hydric soils and those soils containing hydric inclusion. Potential forest productivity information (site index) as outlined by NRCS (SCS) county soil surveys will be provided for new location projects.
3. Water resources: Information pertinent to the description of water resources in the project study area includes:
  - Drainage basin in which the proposed project is located
  - Identification of all water resources likely to be impacted by the proposed project
  - DEM Index # for all water resources likely to be impacted by the proposed project
  - Characteristics of all water resources likely to be impacted by the proposed project (physical characteristics of creeks, streams, rivers, ponds, etc.)
  - Best Usage Classification (including pertinent definitions)
  - BMAN information as it applies to the project related water resources
  - NPDES permitted dischargers as it applies to the project related water resources
  - Discussion of non-point source dischargers
  - Thorough discussion of likely impacts to water resources

D. Biotic Resources

This section will include descriptions of natural and disturbed (maintained) communities likely to be impacted by project construction. It is important for the investigator to visit all naturally vegetated stands likely to be impacted by the subject project. This requirement is discussed in further detail in the Wetland determination section and will also be addressed in the section on Federally-protected species. Important components of this section are:

## 1. Terrestrial

- Identification of community types in the project study area (the NHP classification of natural communities will be used where applicable) {wetland community descriptions **(SEE WETLAND DETERMINATION PROTOCOLS)**}
- Identification of dominant flora observed during community surveys.
- Identification of fauna observed during the field visit.
- (It is important for the investigator to actively search for faunal species while conducting field surveys).
- Identification of fauna likely to be present in the project study area.
- Discussion of impacts to terrestrial communities and the ecological relationship of the various community components.

## 2. Aquatic

- Reference to previous physical description of water resources found in the project study area.
- Identification of flora and fauna associated with aquatic communities.
- The field survey will include at least cursory aquatic community study when possible.
- Information relative to the faunal component (vertebrate and invertebrate) of aquatic communities
- The investigator will contact WRC fisheries biologist for fisheries information available from the project study area
- The investigator will reference published information pertinent to North Carolina
- Discussion of ecological impacts to aquatic communities (reference physical impacts to water resources)

## E. Permit Issues

This section will contain information about the state and Federal permits and certifications likely to be required for the subject project. The topics to be addressed here include:

- Description of each permit or certification required for project construction
- Wetland avoidance
- Minimization of wetland impacts
- Mitigation of wetland impacts
- Identification of potential wetland mitigation sites within the project corridor

## F. Protected Species Issues

This section will define and describe the protected species issues associated with the subject project. The current FWS list of protected species must be used for this portion of the investigation. Species occurrence records are to be consulted at the North Carolina Natural Heritage Program prior to the initiation of field surveys. Field surveys are to be conducted initially to determine the presence (relative abundance) or absence of protected species habitat throughout the project limits. The exception to this is the red cockaded woodpecker. If habitat exists within the project limits then the investigator must survey for additional RCW habitat that is contiguous with and 0.5 miles of the subject project. Topics to be addressed here include:

- Federally-listed species (Endangered or Threatened) documented from the county in which the project is to take place
- Descriptions of each species
- Descriptions of each species habitat
- A Biological Conclusion (BC) for each species listed for the county where the project is to take place.
  - \* A BC of “No Effect” can be reached if no habitat for protected species is identified. A BC of No Effect must include a detailed explanation of survey methodologies and the logic used to render the “No Effect” conclusion.
  - \* If protected species habitat is located, an interim BC of “Unresolved” is reached until surveys of the identified habitat are conducted.
- Mapping showing locations of identified protected species habitats
- A list of Federal Species of Concern (FSC), their state status and whether habitat for these species is present or absent in the project study area. Surveys for FSCs are not required.
- Through FHWA mandated Right-of-Way and Construction Consultation NEPA protocols, there will be subsequent protected species updates and investigations. The project will be revisited and resurveyed as necessary for protected species at the following intervals after the initial investigations: protected plant species, five years; and protected animal species, two years. The exception to the resurvey interval is the red-cockaded woodpecker, where additional surveys will be determined on a case by case basis.

Surveys for protected species (Federally listed species) will be conducted in association with those corridors chosen for intensive environmental investigation (corridors associated with major projects).

## JURISDICTIONAL SURFACE WATERS AND WETLAND DETERMINATIONS OR DELINEATIONS

Jurisdictional Surface Waters and Wetland determinations or delineations are an important part of the natural resources investigation. The following definition of “Wetland Determination” and accompanying protocols for conducting this type of study have been developed by NCDOT staff. Contracting consultants will be expected to follow these protocols, if implemented.

Jurisdictional Surface Waters, are those waters that include: waters used in interstate or foreign commerce, waters subject to the ebb and flow of tides, all interstate waters including interstate wetlands, and all other waters such as: intrastate lakes, rivers, streams, mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, and natural ponds. Jurisdictional surface waters within the project study area will be identified and mapped.

## WETLAND DETERMINATIONS

The process used to identify, classify and qualitatively/quantitatively assess wetlands within a specific project area as outlined by the North Carolina Department of Transportation (NCDOT). The project area will be determined by NCDOT project manager/staff prior to initiation of studies.

### **COMMENT:**

Specific protocols will be developed to address wetland types that are unique to a certain physiographic province. See attached guidelines for the coastal plain, piedmont and mountain physiographic provinces.

Protocols that are to be used in all wetland determinations, regardless of the physiographic province where studies will take place, have been categorized into three groups: Pre-field Studies, Field Studies and Post-Field Studies.

### **Pre-field Studies**

1. The investigator must have detailed knowledge and understanding of wetland systems and the use of the following:
  - Army Corps of Engineers (COE) 1987 Wetland Delineation Manual;
  - Division of Environmental Management (DEM) wetland rating system (Fourth Version 1995);
  - North Carolina Natural Heritage Program classification of natural communities (Schafale and Weakley 1990);
  - National Wetland Inventory (NWI) system for classification of wetlands and deepwater habitats (Cowardin et. al. 1979).
2. The investigator must obtain all available information for the project area including NWI, soils, topographic and photographic mapping, as well as any recorded hydrological data.
3. A map showing the relationship between NWI wetlands, hydric soils and naturally vegetated areas will be created prior to the initiation of Field Studies. The map will include all Jurisdictional Surface Waters of the U.S.

### **Field Studies**

1. The investigator will familiarize himself/herself with the project region prior to initiation of ground work.
2. The investigator will evaluate all naturally vegetated stands in the project study area by using the 1987 COE wetland delineation manual. This will allow for ground verification of potential wetland sites identified during the pre-field portion of the determination process. Wetlands not identified during pre-field studies are also to be located and evaluated during this stage.
3. Identification of marginal sites (those difficult to call) will be made during field studies. Coordination with NCDOT and COE maybe necessary. The jurisdictional status of these sites must be resolved prior to the completion of the determination process.
4. Qualitative assessment using the DEM wetland rating system for each wetland community type within a site will be calculated during this portion of the determination process.
5. Rough mapping (hand drawn) of wetland locations will take place during this portion of the determination process.

**COMMENT:**

NCDOT requires that the investigator notify the Project Development and Environmental Analysis Branch (Environmental Unit Head) prior to initiation of the field study portion of the wetland determination process. NCDOT RESERVES THE RIGHT TO EVALUATE THE DETERMINATION AFTER 80% OF THE FIELD STUDIES HAVE BEEN COMPLETED. This aspect is included to allow NCDOT a measure of quality control.

**Post Field**

1. The investigator will compile a Jurisdictional Surface Water (site) description for each surface water and wetland location identified. This information is to include the data required to classify a site as a wetland.
2. The investigator will refine the mapping of the Jurisdictional Surface Waters wetlands located during the field portion of the determination process. Upon completion of the mapping, acreage for each surface water and wetland location will be calculated to the best extent practicable.
3. Classifications (Cowardin et. al. and NHP) and DEM ratings for each wetland location will accompany wetland mapping. A quality narrative analysis using "best professional judgment" will be presented.
4. All data collected during the Jurisdictional Surface Water determination process must be included in the Natural Resources Technical Report.
5. Data collected and reports prepared become the property of NCDOT.

**GUIDELINES FOR SPECIFIC PHYSIOGRAPHIC PROVINCES**

**Coastal Plain**

Particular wetland types found primarily in the Coastal Plain Physiographic province including but not limited to pine flats, pocosins, pine savannahs, pine plantations, fallow agricultural fields and cutovers will require more detailed investigations than those wetland types exhibiting obvious wetland/upland boundaries.

### **Piedmont**

Particular wetland types found in the Piedmont physiographic province including but not limited to upland depressions, headwater forests and floodplains will require more detailed investigations than other wetland types exhibiting obvious wetland/upland boundaries.

### **Mountain**

Wetland types such as seeps, bogs and stream bank systems found in the Mountain Physiographic Province are in many cases difficult to identify from available mapping. Therefore, wetland determinations conducted in the Mountain Physiographic Province must include 100% ground coverage of all drainages throughout the project area.

## WETLAND DELINEATIONS

Wetland delineations are a pre-requisite used by the NCDOT, in coordination with the natural resources agencies, to select a preferred alternative from among a range of detail study alternatives. Wetland delineations will be constructed in accordance with the U. S. Army Corps of Engineers requirements for delineations.

## ENVIRONMENTAL SCREENING PROTOCOLS

The Environmental Screening is the first phase of environmental investigations associated with a potential site. Its purpose is to conduct a cursory investigation of the project study area to provide information on environmentally sensitive areas.

The following topics must be included in the Environmental Screening.

A. Project Description

- A description of the project will be identified and provided to the investigator by NCDOT's project engineer.

B. Pre-field work: Project specific information to include but not be limited to the following must be reviewed prior to the initiation of a cursory field survey:

- USGS quadrangle map
- USFWS NWI map
- NRCS (SCS) soils map
- NCDOT aerial photography
- USFWS list of federally protected species
- NCNHP data base of rare species and habitats
- DWQ (DEM) water resource information
- NCWRC designated proposed critical habitats for aquatic species
- USFWS Recovery Plans for listed species where available

C. Water resources: Information pertinent to the description of water resources in the project study area includes:

- Drainage basin in which the proposed project is located
- Identification of all water resources likely to be impacted by the proposed project
- DEM Index # for all water resources likely to be impacted by the proposed project
- Characteristics of all water resources likely to be impacted by the proposed project (physical characteristics of creeks, streams, rivers, ponds, etc.)
- Best Usage Classification (including pertinent definitions)
- BMAN information as it applies to the project related water resources
- NPDES permitted dischargers as it applies to the project related water resources
- Discussion of non-point source dischargers
- Discussion of likely impacts to water resources

#### D. Biotic Resources

This section will include brief general descriptions of natural and disturbed (maintained) communities present within the study area.

##### **Field Studies**

1. The investigator will familiarize himself/herself with the project region prior to initiation of ground work.
2. Groundwork will include a brief cursory "windshield" survey, with periodic stops for observations of represented communities.
3. Field work will include observations of all potential stream crossings.

##### **Post Field**

1. A brief report presenting the results of the prefield and field studies. Which will includes abbreviated descriptions of biotic communities and potential wetland sites.
2. The report will include an illustration of known occurrences of federally protected species, water resources, and potential wetland sites.

## HYDRAULICS REPORT REQUIREMENTS

ITEMS TO BE ADDRESSED AND COMPLETED FOR HYDRAULICS ASPECTS OF THE ENVIRONMENTAL IMPACT OF A PROPOSED ROADWAY PROJECT SHOULD AS A MINIMUM INCLUDE THE FOLLOWING:

1. Identifying and locating all major stream crossings and the corresponding floodplains and floodways. (FEMA, USGS) *Requiring 72-in. diameter Pipe or larger structure.*
2. Identifying status of the stream regarding flood zone or FEMA regulations (regular study, emergency designation). Is this a FEMA site? What is the level of FEMA involvement for this site? If in a detailed study obtain the latest HEC2 or HEC-RAS data from FEMA and provide to the Hydraulics Unit.
3. Preliminary economical sizing of the proposed structure for stream crossings.
4. Effects of encroachment into the floodplains and floodways of the streams. Would floodway modification be required as a result of this encroachment? How does economical design affect the floodplain?
5. Completion of Preliminary Design and Assessment of Stream Crossings and Encroachment for bridge type structures (bridge or box culvert 20 feet or wider).  
*\*See Appendix Item 3 in "Guidelines".*
6. Effects of project on groundwater and existing drainage patterns. (Deep cuts, generally in eastern portion of state).
7. Effects of the resulting storm water discharges on nearby properties and streams (Note high quality water areas.)

8. On urban projects, effects of storm water discharge on water quality (downstream effects; location where water is discharged; effects on receiving waters).
9. Identifying sensitive areas (reservoirs, ponds, fishery areas, etc.) and what measures to be taken to protect and minimize the effect of erosion and sedimentation on them during project construction. Identify level of erosion control required for project. Identify whether hazardous spill retention measures are needed.
10. Determine the history and past performance of existing large drainage structures and make appropriate recommendations. Contact local people and highway personnel for input.
11. Field reconnaissance is required for major stream crossings. Field work shall include review of existing structure's hydraulic adequacy and structural stability. (Information should be obtained on flood history, channel scour, drift potential, upstream and downstream features, wetlands, detour alignments, upstream and downstream structures.)
12. Identify wetlands, trout streams, etc. to assess permit requirements for project (TVA, CAMA, BUFFERS, etc.).
13. Sketch plan and profile views, cross sections. Take photographs.
14. Identify stream classification as to whether or not it is jurisdictional for stream mitigation.
15. From field observation, provide a good description of the upstream and downstream channel and banks, including channel geometry, geomorphology, evidence of scour or erosion, bank stability, bed material, normal and high water depths, and observed stream quality.

ATTACHMENT B

PLANNING REPORT SCOPE OF WORK

## SCOPE OF WORK

### BRIDGE REPLACEMENT PROJECT

T.I.P. I.D. NO.: **B-5174**

FEDERAL PROJECT NO.: **BRZ-0248(3)**

STATE PROJECT NO.:

WBS ELEMENT: **42395.1.1**

COUNTIES: **BEAUFORT**

#### Scope of Work:

- 1.) One agreement will be executed between the City and Ramey Kemp & Associates (RKA) for the completion of the Programmatic Categorical Exclusion report. The bridge will be replaced in-place. A detour is not necessary since the bridge is currently closed. RKA will complete preliminary and final right-of-way and final plans for the project. These plans will include roadway design, hydraulic design, structure design, location and surveys, geotechnical investigations and foundation design.
- 2.) RKA will utilize the most recent version of Microstation and GeoPak and also use NCDOT's leveling chart. This information will be obtained from the NCDOT web site or from NCDOT Design Services Unit.
- 3.) RKA will develop a letter that will be distributed on NCDOT letterhead to adjacent landowners, the Board of Transportation member, and local officials that identifies the project, potential study alternatives, schedule, requests local input, etc. RKA will revise a sample letter provided by NCDOT, prepare vicinity maps, City will develop a mailing list of adjacent land owners, and RKA will mail the letters.
- 4.) RKA will develop a letter that will be distributed on NCDOT letterhead to in-house staff and other public agencies, that identifies the project, potential study alternatives, schedule, requests local input, etc. RKA will revise a sample letter provided by NCDOT, provide vicinity maps, and submit to City for mailing.
- 5.) RKA will employ Environmental Services Inc. (ESI), to complete the Natural Resources Technical Report.

- 6.) RKA will employ Rivers & Associates to complete the preliminary hydraulic reports for the project.
- 7.) Noise and/or air quality analyses will not be required. A general statement will be included by RKA.
- 8.) RKA will contact either by phone or in-person, including but not limited to, NCDOT Division and/or District offices, local officials, and County Emergency/Fire Rescue personnel.
- 9.) Hazardous material evaluation will be completed by NCDOT in-house staff. A report will be provided to RKA for inclusion in CE.
- 10.) Based on GIS investigations, it is assumed that there are no 4f properties in the project limits. If it is determined during the data collection that 4f property is within the project limits, RKA will complete the necessary determinations under a supplemental agreement.
- 11.) Historic Architectural Resources – RKA will photograph all structures within the project area for the NCDOT and SHPO review. All photographs will be numbered and recorded on an aerial photo for reference purposes. RKA will meet with NCDOT staff to present the photos and provide detailed project information, including study alternatives, age of bridge, vicinity maps, etc. RKA will employ ESI to complete any required studies. This work will be completed under a supplemental agreement.
- 12.) RKA will employ ESI to complete Historic Resources Evaluation report for any of the projects that will require a determination of eligibility as to whether the project will impact any property that is on or is eligible for inclusion in the National Register of Historic places. RKA will provide a separate section in the CE report to document the studies completed by ESI and coordination with the SHPO and FHWA. RKA will employ ESI to complete any required studies. This work will be completed under a supplemental agreement.
- 13.) Archaeological Resources – ESI will coordinate with SHPO. RKA will provide photos, vicinity maps, and general project information to NCDOT for meetings with SHPO. RKA will employ ESI to complete any required studies. This work will be completed under a supplemental agreement.
- 14.) RKA will develop a project schedule for the project that will indicate project milestones, anticipated completion dates, and achieved dates.
- 15.) A farmland conversion impact rating form will be required for the project when applicable.
- 16.) Below is a listing of the anticipated project meetings that are included in this scope:

- 1.) Up to three (3) site visits for the project.
- 2.) Two (2) meetings with NCDOT Roadway Design Unit in Raleigh.
- 3.) A total of two (2) meetings with NCDOT Hydraulics Unit in Raleigh.
- 4.) Meetings as needed with PD&EA branch.
- 5.) One (1) meeting with Mary Pope Furr (ONE)

17.) Public Meetings and Coordination:

- A. There are no public meetings included in this scope of work.
- B. There will not be a newsletter for this project.

18.) PCE document will be approximately twenty-five (25) pages, including figures, tables, etc.

The report will consist of, but limited to, the following figures:

- 1.) One (1) 8½"x11" Color Vicinity Map
- 2.) Up to three (3) 11"x17" Project Alternative Maps
- 3.) One (1) non-color 11"x17" Typical Section(s) Figure
- 4.) Up to three (3) 8½"x11" Color Figures of project photographs
- 5.) One (1) non-color 100-year Flood Plain Figure

19.) The following is assumed to be the number of copies needed for the submittal:

- 1.) 3 draft copies
- 2.) 18 In-house copies
- 3.) 65 final copies
- 4.) 3 RKA copies

A total of 89 copies are included in this scope for the project.



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Cynthia Bennett, City Clerk; Franz Holscher, City Attorney *CB*  
**Date:** January 7, 2010  
**Subject:** Adopt Ordinances Amending Chapter 2, Administration regarding time, change in date, and order of business of City Council meetings  
**Staff Presentation:** Cynthia Bennett, City Clerk; Carolyn Stroud, Paralegal for City Attorney

**RECOMMENDATION:**

I move that City Council adopt an ordinance amending Chapter 2, Administration, of the Code of the City of Washington, NC to establish a new order of business for City Council's regular meetings.

**AND**

I move that City Council adopt an ordinance amending Chapter 2, Administration of the Code of the City of Washington, NC to establish procedures for setting the time and changing the date of the City Council's regular meetings.

**BACKGROUND AND FINDINGS:**

As requested and consistent with City Council's direction at the December 14, 2009 meeting, two ordinances have been prepared by the City Attorney for consideration by Council. Both ordinances would amend Chapter 2, Administration. The first ordinance amends Section 2-29 to give Council the flexibility to set, at its organizational meeting, the time for its regular monthly meetings on the second Monday of each month (the City Code currently requires these meetings to begin at 4:30). The amendment to Section 2-29 also would establish a procedure for changing the date of any regularly scheduled Council meeting.

The second ordinance amends Section 2-33 to allow the Council to establish the Order of Business at the organizational meeting and include a non-exclusive list of potential items/categories for the agenda. This list has been rearranged from the Order of Business as currently listed in the City Code.

Also attached is Section 2-29 and 2-33 as they will appear in the City Code once adopted and codified.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Ordinances

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** *Jes* Date Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation *1/12/10*

**AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION,  
OF THE CODE OF THE CITY OF WASHINGTON, NORTH CAROLINA  
TO ESTABLISH A NEW ORDER OF BUSINESS  
FOR CITY COUNCIL'S REGULAR MEETINGS**

**WHEREAS**, North Carolina General Statute §160A-71(c) provides that a council may adopt its own rules of procedure, not inconsistent with the city charter, general law, or generally accepted principles of parliamentary procedure and

**WHEREAS**, Section 2-36 of Chapter 2, Administration, of the City Code of the City of Washington, North Carolina provides that the parliamentary procedural rules governing the meeting of the City Council shall be the "Suggested Rules of Procedure for a City Council" published by the School of Government, University of North Carolina at Chapel Hill, excluding Rule No. 6, Order of Business.

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

Section 1. Section 2-33 is hereby amended by replacing the current language in its entirety with the language that reads as follows.

Items shall be placed on the City Council Agenda according to the Order of Business, which Order shall be established at the organizational meeting of Council and shall include but not be limited to the following.

- Opening of meeting
- Invocation
- Roll call
- Approval of minutes
- Approval/amendments to agenda
- Consent agenda
- Comments from the public
- Public hearings on zoning
- Public hearings on other
- Scheduled public appearances
- Correspondence and special reports from members of City Council
- Reports from Boards, Commissions and Committees
- Appointments
- Old business
- New business
- Any other business from the City Manager
- Any other business from the Mayor or other members of City Council
- Adjournment

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

Section 3: Should any provision of this ordinance be declared invalid or unconstitutional by any court of any competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 4: This ordinance shall take effect and be in force from and after the date of its adoption.

This the 19<sup>th</sup> day of January, 2010.

N. ARCHIE JENNINGS, III, MAYOR  
CITY OF WASHINGTON

ATTEST:

CYNTHIA S. BENNETT, CITY CLERK  
CITY OF WASHINGTON

**AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION,  
OF THE CODE OF THE CITY OF WASHINGTON, NORTH CAROLINA  
TO ESTABLISH PROCEDURES FOR SETTING THE TIME AND CHANGING  
THE DATE OF THE CITY COUNCIL'S REGULAR MEETINGS**

**WHEREAS**, North Carolina General Statute §160A-71(a) provides that a council shall fix the time and place for its regular meetings and

**WHEREAS**, Section 2.5 of the Charter of the City of Washington, North Carolina provides that the City Council shall establish a suitable time and place for its regular meetings in accordance with general law.

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

Section 1. Section 2-29 is hereby amended by replacing the current language in its entirety with the language that reads as follows.

The regular meeting place of the Mayor and City Council shall be in the Council chambers on the second Monday of each month at a time established by Council during Council's organizational meeting. The date of any regularly scheduled meeting may be changed only by an affirmative vote equal to or greater than two-thirds of all the actual membership of the Council, excluding vacant seats, and not including the Mayor.

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

Section 3: Should any provision of this ordinance be declared invalid or unconstitutional by any court of any competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 4: This ordinance shall take effect and be in force from and after the date of its adoption.

This the 19<sup>th</sup> day of January, 2010.

**N. ARCHIE JENNINGS, III, MAYOR  
CITY OF WASHINGTON**

**ATTEST:**

**CYNTHIA S. BENNETT, CITY CLERK  
CITY OF WASHINGTON**

**Sec. 2-29. Meetings-Regular.**

The regular meeting place of the Mayor and City Council shall be in the Council chambers on the second Monday of each month at a time established by Council during Council's organizational meeting. The date of any regularly scheduled meeting may be changed only by an affirmative vote equal to or greater than two-thirds of all the actual membership of the Council, excluding vacant seats, and not including the Mayor.

**Sec. 2-33 Agenda and Order of Business.**

Items shall be placed on the City Council Agenda according to the Order of Business, which Order shall be established at the organizational meeting of Council and shall include but not be limited to the following.

- Opening of meeting
- Invocation
- Roll call
- Approval of minutes
- Approval/amendments to agenda
- Consent agenda
- Comments from the public
- Public hearings on zoning
- Public hearings on other
- Scheduled public appearances
- Correspondence and special reports from members of City Council
- Reports from Boards, commissions and committees
- Appointments
- Old business
- New business
- Any other business from the City Manager
- Any other business from the Mayor or other members of City Council
- Adjournment



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

**To:** Mayor Jennings & Members of the City Council  
**From:** Bianca Gentile, Special Projects  
**Date:** January 6, 2010  
**Subject:** Adopt Energy Management Plan  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that Council adopt the Energy Management Plan, a requirement for the Energy Efficiency Conservation Block Grant program.

**BACKGROUND AND FINDINGS:**

The City of Washington will submit an application to participate in the Energy Efficiency Conservation Block Grant program, an American Recovery and Reinvestment Act opportunity offered through the State Energy Office. Up to \$200,000 may be requested. The City proposes to use funds for a lighting retrofit project that will upgrade ballasts and blubs in 8 city buildings, the Boys and Girls Club and the Estuarium. Lighting Upgrades will include:

- T-12 to T-8 Retrofits
- Incandescent to CFL Retrofits
- LED Exit Sign Retrofits

A complete lighting survey was conducted to determine the type and quantities of existing lighting fixtures and the light levels within the buildings. The lighting survey also identified existing lighting load intensities and potential savings for each intervention. This project is estimated to save over \$14,500/year in utility bills and 488 million BTU's annually. A grant match is not required, but if offered gives priority to an application. The project is estimated to open and close within a 12-month time period, as a measurement and verification component requires the City to track energy savings. In order to apply for funds, a municipality must have an energy management plan aligning with the goals of the grant proposal. The existing energy plan was developed using the results of the Detailed Energy Audit conducted by TAC and followed a "sample energy plan" template supplied by the State Energy Office.

**PREVIOUS LEGISLATIVE ACTION:**

None

**FISCAL IMPACT:**

Currently Budgeted  Requires Additional Appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS:**

Energy Management Plan.

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**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** *JG* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 1/12/10 Date

City of Washington

# Energy Management Plan

2010-2012

-161-

# Energy Management Plan Mandate

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## Commitment

We recognize that energy and water consumption can be managed to our benefit. Energy and water management is a responsibility of the occupants at each facility, guided and supported by the Energy Manager, USI liaison.

The attached plan outlines the activities and expenditures required to reduce energy and water consumption to achieve the goals of the program. The Department Heads will review progress and results regularly, and will support staff attendance at training in energy and water management as needed.

### Energy Management Plan Mandate- Goals

Reduce annual Total Energy Consumption by a minimum of 488M BTUs by fiscal year 2012 from a baseline fiscal year 2009.

Our tracking measures will be the following Key Performance Indicators (KPI): *Total Energy Use Btu per Square Foot per year*

*I have read and support the Strategic Energy & Water Plan for my Organization Implemented this \_\_\_\_ day of \_\_\_\_\_*

\_\_\_\_\_  
Chief Operating Office

\_\_\_\_\_  
Electrical Director

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Director of Public Works

# City of Washington Energy Management Plan

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## EXECUTIVE SUMMARY

From 2010-2012, the City of Washington will improve the efficient use and conservation of energy and water resources in its municipal buildings by creating, implementing, and following an effective management plan. The objective of the plan is to guide the fiscally and environmentally responsible usage of valuable resources in accordance with state legislation, while striving to ensure a positive and safe environment that provides an acceptable level of comfort for elected officials, residents, municipal staff members, the business community and visitors.

The process of energy management planning is a continual improvement process and will be reviewed every three years. A baseline energy consumption plan was developed using FY 2009 cost and usage data. Nine municipal buildings, with a total square footage of 115,000, will be targeted over the next three years for energy efficient improvements. Additional buildings will be added as funding permits. The City Manager will be responsible for overseeing the execution of the plan.

### Key elements of the plan include:

- Educating and engaging elected officials, residents, municipal staff members, the business community and visitors in energy conservation efforts through presentations, emails, handouts, and other effective forms of communication that help them to understand that effective energy conservation supports the primary mission of the City of Washington.
- Following the results of the Detailed Energy Audit, fund energy and water conservation opportunities in municipal facilities.
- Measuring and analyzing the use of electricity, fossil based fuels, and water usage, including a regular review of trends and costs.
- Consider creating a "Sustainability" Committee to involve elected leadership, staff, residents, businesses and civic organizations involved in the larger scope of municipal environmental stewardship efforts.
- Training and effective use of municipal staff to perform planned service and upgrades to maintain and improve the performance of the facility plant equipment and municipal vehicles to reduce energy waste.
- Participating on NC Eastern Municipal Power Agency Board of Commissioners to influence policy benefitting conservation and municipal interests.
- Seeking out and applying innovative energy, water and emissions conservation and energy generation technologies in the design of new facility buildings and land spaces, if economically feasible.
- Developing and testing effective contingency plans to protect critical municipal operations from energy and water shortages.

- Executing vehicle purchases that reduce the net consumption of fossil based fuels, and increase the creation and use of sustainable energy sources. [See Appendix B]
- Retrofitting nine municipal buildings, yielding a total square footage of 115,000sq/ft, with lighting upgrades and assisting local community partners with similar interventions, as opportunities are available.

## 1. North Carolina Legislative basis for the Plan:

Session Law 2007-397, Senate bill 3 established renewable energy and energy efficiency portfolio standards (REPS) for municipal utilities in North Carolina.

## 2. Organizational Support for Culture Change (See Chart A: Organization/Cultural Change Projects)

- Work with key members of municipal departments and elected officials to develop and publicize an Energy Management Plan (EMP) that defines:
  - The City of Washington's commitment to a fiscally and environmentally responsible Energy Management Plan.
  - Measurable and achievable goals with reasonable timelines.
  - Accountability for the Energy Management Plan implementation.
  - Continuous improvement efforts after initial implementation.
- Develop a comprehensive EMP to guide:
  - Efforts for initial implementation of the baseline measurement and identification of energy , water, emissions conservation opportunities, concept development of projects and process changes, and prioritization of improvement efforts.
  - Provision of funding and staff resources to define, develop, and execute approved energy related capital projects, expense projects, and process improvements.
  - Scheduled reviews of conservation efforts and regular updates to the Energy Management Plan.
- Educate elected officials, residents, municipal staff members, the business community and visitors through scheduled presentations, emails, handouts, and other effective forms of communication about the EMP.
- Include EMP in presentations when appropriate community and department meetings
- Create an EMP "Professional Development" presentation for local public access channel.
- Improve access to information regarding energy consumption to local consumers by making data easily accessible on municipal website

### **3. Supply Side (SEE CHART B: SUPPLY SIDE)**

- a. Review all accounts with utility providers to ensure lowest cost rate schedule is in effect for each facility.
- b. Identify locations, meter ID, and account numbers for all existing primary meters installed by utility providers on a campus map. Request utility providers to install new digital meters to replace any analog meters. Request new digital meters be remote reading type compatible as well as compatible with existing Building Management System (BMS) software wherever available.

### **4. Demand Side (SEE CHART C: DEMAND SIDE and APPENDIX A for specific UCRM's)**

- a. Continue to utilize demand side management where applicable.
- b. Work to install cost Utility Cost Reduction Measure's (UCRM's) in City facilities. [See Appendix A]
- c. Upgrade and add to the City's building management system where applicable.
- d. Continue to encourage residential and commercial and government contractors to utilize US Green Building Council / LEED energy standards in the design, construction, operation, and maintenance of all new major facility construction projects which will reduce future energy consumption.
- e. Develop more effective planned maintenance processes to ensure HVAC, lighting, and potable water using equipment is operating at optimum efficiency. Receive training on the new energy conservation measures to ensure that maximum energy savings are being achieved through proper usage and maintenance.
- f. Conduct ongoing measurement and verification of installed energy conservation measures to make sure Washington is achieving the expected savings and support on the installed energy conservation measures.
- g. Continue to look into other opportunities to implement energy efficiency and water saving measures.

### **5. Transportation (SEE Appendix B)**

- a. Implement the Green Fleets Policy for all future purchases

## **CHART A: ORGANIZATIONAL CULTURE CHANGE PROJECTS**

Past 12 months Activities	Measurement		Savings		Cost	Jobs	Assigned to	Funding Source
	Expected	Actual	Expected	Actual				
Adopted Green Fleets Policy	Reduce CO2 emissions by 15% and reduce petroleum costs	-	10% reduction in petroleum expenses		Salary	1	Finance Director	City of Washington
Next 12 months Activities	Measurement		Savings		Cost	Jobs	Assigned to	Funding Source
	Expected	Actual	Expected	Actual				
Implement Energy Management Plan	Ability to develop and implement an Energy Policy and Plan		N/A		Salary	>10	Finance Director, Electric Director, Special Projects Coordinator, all staff	City
Implement Green Fleets policy	Reduce CO2 emissions by 15% and decrease petroleum expenditures by 10%		10% in petroleum fuel expenses		Salary	2	Public Works Director and Purchasing Agent	City
Launch Weatherization Assistance Program	200 homes weatherized by 2012		10% reduction in energy bills		\$800,000 weatherization retrofits	>10	Staff of MCCA and City	Martin County CAAA/ City
Community Outreach	# of committees forms/ presentations delivered		N/A		N/A	>10	All staff	City
Community Outreach	Posted on Local Public Access		N/A		N/A	2	Special Projects and IT Director	City

1/16/10

**CHART B: SUPPLY SIDE**

Past 12 months Activities	Measurement		Savings		Cost	Jobs	Assigned to	Funding Source
	Expected	Actual	Expected	Actual				
Maintained and scheduled energy management software, where available, to conserve energy	Baseline not available, as software was recently installed	Base	\$2,000 (wholesale)	\$2,000 (wholesale)	Salary	1	Civic Center Manager	City of Washington
Active participation on NC Eastern Municipal Power Agency	N/A	N/A	N/A	N/A	Salary	1	Electric Director	City of Washington
Next 12 months Activities	Measurement		Savings		Cost	Jobs	Assigned to	Funding Source
	Expected	Actual	Expected	Actual				
Review gas and water rates annually	Once annually	Once	N/A		Salary	1	Public Works Director	City

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## **CHART C: DEMAND SIDE**

Past 12 months Activities	Measurement		Savings		Cost	Jobs	Assigned to	Funding Source
	Expected	Actual	Expected	Actual				
Conducted a feasibility assessment to determine which city buildings are using the most energy	Buildings with opportunity	8	N/A	N/A	N/A	2	Electric Director and TAC	City
Conducted detailed energy audit, estimated energy savings and project retrofit costs	Audit Reports	ECMS defined	N/A	N/A	N/A	3	City Manager and TAC	City

Next 12 months Activities	Measurement		Savings		Cost	Jobs	Assigned to	Funding Source
	Expected	Actual	Expected	Actual				
Complete detailed energy audit	N/A	N/A	N/A	N/A	N/A	4	City of Washington and Performance Contractor	Salary
Lighting retrofits [See Appendix A]	N/A	N/A	\$15,000 (Wholesale)		\$175,000	2	City of Washington and Contractors	EECBG
Measurement and verification of Lighting retrofits	IPMVP	IPMVP	\$15,000 (Wholesale)		\$10,000	.25	Subcontractor	EECBG
Continue to utilize demand side management on the electric system to reduce peak energy consumption	N/A	N/A	\$750,000		Salary	1	Electric Director	Salary
Energy efficient vehicle purchases	Gasoline Savings	Gasoline Savings	MPGs		case by case	1	Finance Director	Salary, City

# Utility Cost Reduction Measurers\* (UCRM)

## UCRM 1: LIGHTING UPGRADES

Over the next three years lighting will be upgraded in the following facilities as detailed below, improving overall color rendering and lighting efficacy. Light levels will comply with Illuminating Engineering Society (IES) standards whereby existing fixture configuration permits. New fluorescent lamps will be T8 and new ballast will be electronic. Lamps and ballasts removed from the buildings will be collected and disposed of properly.

PLEASE NOTE: ADDITIONAL LIGHTING RETROFIT WILL BE INCLUDED IN THE LIGHTING RETROFIT PROJECT AS PROPOSED TO THE STATE ENERGY OFFICE PER THE ENERGY EFFICIENCY BLOCK GRANT PROGRAM.

City Hall: INSTALL A LIGHTING RETROFIT AS FOLLOWS:

Quantity	Retrofit Description
5	EXISTING 25 WATT INCANDESCENT - NEW DECORATIVE PENDANT MOUNT
16	EXISTING 60 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
2	EXISTING 60 WATT INCANDESCENT - NEW DECORATIVE PENDANT MOUNT
3	EXISTING 2 @ 60 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
4	EXISTING 67 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
24	EXISTING 100 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
1	EXISTING 1 LAMP 2' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
3	EXISTING 1 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
5	EXISTING 2 LAMP 2' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
106	EXISTING 2 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
36	EXISTING 2 LAMP U6" FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT & ADD WHITE REFLECTOR KIT
22	EXISTING 4 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
90	EXISTING 4 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT REDUCE LAMP QTY
36	EXISTING 4 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT REDUCE LAMP QTY & TANDEM WIRE
7	EXISTING EXIT SIGN - NEW LED EXIT SIGN WITH BATTERY BACK-UP

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Civic Center: Install a lighting retrofit as follows

Quantity	Retrofit Description
53	EXISTING 60 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
4	EXISTING 67 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
43	EXISTING 100 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
2	EXISTING 150 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
1	EXISTING 1 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
45	EXISTING 2 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
1	EXISTING 2 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT REDUCE LAMP QTY
8	EXISTING 4 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
4	EXISTING 4 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT REDUCE LAMP QTY
9	EXISTING EXIT SIGN - NEW LED EXIT SIGN WITH BATTERY BACK-UP

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Communications Center: Install a lighting retrofit as follows:

Quantity	Retrofit Description
2	EXISTING 60 WATT INCANDESCENT - NEW COMPACT FLUORESCENT FIXTURE (2X13W FLUORESCENT 12X12 CLG. MOUNT)
6	EXISTING 150 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
19	EXISTING 2 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
9	EXISTING 2 LAMP U6" FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT & ADD WHITE REFLECTOR KIT
41	EXISTING 4 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT REDUCE LAMP QTY
2	EXISTING 4 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT REDUCE LAMP QTY & TANDEM WIRE
2	EXISTING 8 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
1	EXISTING EXIT SIGN - NEW LED EXIT SIGN WITH BATTERY BACK-UP

Peterson Building: Install a lighting retrofit as follows

Quantity	Retrofit Description
4	EXISTING 60 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
2	EXISTING 2 @ 60 WATT INCANDESCENT - RELAMP WITH COMPACT FLUORESCENT
2	EXISTING 1 LAMP 2' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
18	EXISTING 1 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
4	EXISTING 2 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT
2	EXISTING 2 LAMP U6" FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT & ADD WHITE REFLECTOR KIT
137	EXISTING 4 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT REDUCE LAMP QTY
8	EXISTING 4 LAMP 4' FLUORESCENT - RELAMP REBALLAST LINEAR FLUORESCENT REDUCE LAMP QTY & TANDEM WIRE
7	EXISTING EXIT SIGN - NEW LED EXIT SIGN WITH BATTERY BACK-UP

## UCRM 2: MECHANICAL IMPROVEMENTS

### City Hall

#### *Replace Chiller Plant*

As funding permits, provide all equipment, materials and labor to replace two existing water-cooled, reciprocating chillers, two chilled water pumps, and two condenser water pumps at the central plant located in the basement of the City Hall. This project will provide the facility one new water-cooled chiller with dual circuit scroll compressors, two new chilled water pumps, and two new condenser water pumps. The existing cooling tower will remain in place.

- Remove two existing water-cooled reciprocating chillers and piping as required for removal and installation of new chiller.
- Install one new water-cooled dual circuit scroll chiller.
- Remove the two existing chilled water pumps and associated piping as required for removal and installation of new chilled water pumps.
- Install two new chilled water pumps and replace butterfly valves, suction diffusers, and triple duty valves as necessary at each pump.
- Remove the two existing condenser water pumps and associated piping as required for removal and installation of new condenser water pumps.
- Install two new condenser water pumps and replace butterfly valves, suction diffusers, and triple duty valves as necessary at each pump.
- Reuse existing concrete pads and add concrete to support new equipment.
- Disconnect existing electrical and reconnect using the existing switches and starters.

- Install new buffer tank in the chiller room.
- Remove existing expansion tank and associated piping as required for removal and installation of new expansion tank.
- Install new expansion tank in the attic.
- Install backflow preventer and pressure reducing valve on chilled water make-up line.
- Install new refrigerant monitor system in the chiller room.
- Test and balance of new chilled water and condenser water pumps and air handling units 1, 2, 3, 4, 5, and 6 air flows. Does not include flushing and cleaning coils on air handling units. Does not include repairing or replacing deficient dampers on air handling units.
- Install new insulation only on equipment and sections of pipe directly affected by Scope of Work.
- Identification of hazardous materials and disposal of identified hazardous materials only in areas affected by Scope of Work.

### UCRM 3: Energy Management System

As funding permits, include the following control and monitoring parameters as outlined below for City Hall. The Energy Management System (EMS) will be controllable from a central workstation located on the customer's WAN/LAN,) which will provide continuous access to the system with a user-friendly graphical Windows interface. Control zones will be programmed for temperature setup, and temperature setback along with unoccupied dew point setup monitoring, with optimized schedules. Permanent scheduling, holiday scheduling, and temporary scheduling capabilities for each control zone will be provided.

A contractor will provide site-specific on-site training for Energy Management System operation. This includes, but is not limited to, system architecture, controller and operator panel operation, control drawings, device replacement, product overview and demonstration, logging on and off, system passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (regular, temporary, and special), and basic troubleshooting.

City Hall

- The steam control valves listed in control parameters are to be new electronically actuated control valves.
- All damper actuators listed in control parameters are to be new electronic damper actuators.
- Existing obstructions will be removed from existing dampers to provide ventilation rates in compliance with current Codes and Standards. Damper installations, replacements, or repairs are not included in this scope of work.
- Control parameters are as follows:

Monitoring Points  
**New Chiller Plant**

- Chiller Run Load Amps
- Chiller Alarm
- Chilled Water Supply Temperature
- Chilled Water Return Temperature
- Condenser Water Supply Temperature

Control Points  
**New Chiller Plant**

- Chiller Enable/Disable
- Chiller Chilled Water Setpoint Adjust
- Chilled Water Pump 1 Command
- Chilled Water Pump 2 Command
- Condenser Water Pump 1 Command

- Condenser Water Return Temperature
- Chilled Water Pump 1 Run Indication
- Chilled Water Pump 2 Run Indication
- Condenser Water Pump 1 Run Indication
- Condenser Water Pump 2 Run Indication
- Cooling Tower Fan Run Indication
- Condenser Water Pump 2 Command
- Cooling Tower Fan Command

Monitoring Points

Control Points

**AHU 1**

**AHU 1**

- Supply Fan Run Indication
- Supply Air Temperature
- Return Air Temperature
- Room Temperature
- Room Setpoint Adjust
- Room Override
- Space Humidity\*\*
- Supply Fan Start Stop
- Steam Valve Position
- Face Bypass Damper Position
- Outside Air Damper Position
- Exhaust Air Fan Enable (where applicable)\*

Monitoring Points

Control Points

**AHUs 2, 3 & 6 (Typical of 3 Units)**

**AHUs 2, 3 & 6 (Typical of 3 Units)**

- Supply Fan Run Indication
- Supply Air Temperature
- Return Air Temperature
- Room Temperature
- Room Setpoint Adjust
- Room Override
- Space Humidity\*\*
- Supply Fan Start Stop
- Steam Valve Position
- Face Bypass Damper Position
- Outside Air Damper Position
- Relief Air Damper Position
- Exhaust Air Fan Enable (where applicable)\*

Monitoring Points

Control Points

**AHUs 4 & 5 (Typical of 2 Units)**

**AHUs 4 & 5 (Typical of 2 Units)**

- Supply Fan Run Indication
- Hot Deck Temperature
- Cold Deck Temperature
- Zone 1 Temperature
- Supply Fan Start Stop
- Steam Valve Position
- Outside Air Damper Position
- Relief Air Damper Position

- Zone 2 Temperature
  - Zone 3 Temperature
  - Zone 4 Temperature
  - Zone 1 Supply Air Temperature
  - Zone 1 Supply Air Temperature
  - Zone 1 Supply Air Temperature
  - Zone 4 Supply Air Temperature
  - Zone 1 Setpoint Adjust
  - Zone 2 Setpoint Adjust
  - Zone 3 Setpoint Adjust
  - Zone 4 Setpoint Adjust
  - Zone 1 Override
  - Zone 2 Override
  - Zone 3 Override
  - Zone 4 Override
  - Space Humidity\*\*
- Zone 1 Damper Position
  - Zone 2 Damper Position
  - Zone 3 Damper Position
  - Zone 4 Damper Position
  - Exhaust Air Fan Enable (where applicable)\*

Monitoring Points

**Fan Coil 1 & 2 (Typical of 2 Units)**

- Supply Fan Run Indication
- Room Temperature

Monitoring Points

**Steam Radiator Distribution System**

- Zone 1 Temperature 1
- Zone 1 Temperature 2
- Zone 2 Temperature 1
- Zone 2 Temperature 2
- Zone 3 Temperature 1
- Zone 3 Temperature 2

Control Points

**Fan Coil 1 & 2 (Typical of 2 Units)**

- Supply Fan Start Stop
- Chilled Water Valve Position

Control Points

**Steam Radiator Distribution System**

- Zone 1 Steam Valve Position
- Zone 2 Steam Valve Position
- Zone 3 Steam Valve Position

\* - Exhaust Fans will be strategically grouped (zoned) to match schedules of other units.

\*\* - Space Humidity will be strategically placed to monitor setup dew point in zoned areas determined.

City Hall: Install a water retrofit as follows, when funding permits:

Quantity	Location	Retrofit Description
1	Mens 121	Install new 1.28 gallons per flush, wall hung, manual flush, High Efficiency Toilet (HET) system
2	Womens 10	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
1	Womens 1	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
1	Mens 2	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
1	Mens 14	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
1	Finance 106	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
1	Asst City Mgr	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
1	Mayor's Bathroom	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
3	Mens 220	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
1	Womens 221	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
1	309	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
3	304	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system
1	Womens 305	Install new 1.28 gallons per flush, floor mounted, manual flush, High Efficiency Toilet (HET) system

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# Green Fleets Policy – June 15, 2009

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## Section 1 Basis for policy

1. The total energy bill from June 2008 to May 2009 for the City of Washington was \$1.899 million and is projected to increase by 3.9% percent to about \$1.974 million by May 2010.
2. Departments in the City of Washington operate vehicle fleets that account for about 42% percent of the City's total energy bill.
3. The City of Washington recognizes that its departments have a significant role to play in improving local air quality and reducing greenhouse gas emissions due to climate change impacts and reduced regulated emissions (i.e. NOx and PM that negatively impact human health) by improving the energy efficiency of its fleets and reducing emissions from fleet operations.
4. The City of Washington recognizes that purchasing more fuel efficient vehicles, alternative fuel vehicles, bi-fuel vehicles, flex-fuel vehicles, and biodiesel usage will reduce petroleum use and dependency on imported oil.
5. The City of Washington recognizes that by improving the energy efficiency of its fleets significant monetary savings will result in the long term.
6. The City of Washington wishes to exercise its power as a participant in the marketplace to ensure that purchases and expenditures of public monies are made in a manner consistent with the policy of improving local air quality and reducing greenhouse gas emissions.
7. The City of Washington wishes to establish a "Green Fleets" policy addressing the management, operation, and procurement of fleet vehicles under the control of the City of Washington in order to improve the energy efficiency of its fleets and reduce emissions from its fleets.

## Section 2 Definitions

1. "Passenger Vehicle" means any motor vehicle designed primarily for the transportation of persons.
2. "Light Duty Truck" means any motor vehicle, with a manufacturer's gross vehicle weight rating of 6,000 pounds or less, which is designed primarily for purposes of transportation of property or is a derivative of such a vehicle, or is available with special features enabling off-street or off-highway operation and use.
3. "Medium Duty Vehicle" means any vehicle having a manufacturer's gross vehicle weight rating of 14,000 pounds or less and which is not a light-duty truck or passenger vehicle.
4. "Heavy Duty Vehicle" means any motor vehicle, licensed for use on roadways, having a manufacturer's gross vehicle weight rating greater than 14,000 pounds.
5. "Electric Drive-train Vehicle" means any vehicle that employs an electric drive-train and motor as its primary means of motive force. The vehicle can be powered by fuel cells, electric batteries, petroleum- or alternatively-fueled electric generators, or any combination thereof.

6. "Alternative Fuel" means any fuel that is substantially non-petroleum in nature and is defined as an alternative fuel by the U.S. Department of Energy through the authority granted by the Energy Policy Act of 1992.
7. "Bi-Fuel Vehicle" means any motor vehicle designed to operate on two (2) fuels, one of which is an alternative fuel, but not on a mixture of fuels. Compressed natural gas or gasoline; two fuel tanks
8. "Flex-fuel Vehicle": Designed to operate on either up to E85 or gasoline. Single compartment fueling tank
9. "Biodiesel": is a blend of diesel and oil from organic feed sources (soybeans, cooking oil, and animal fats) (ASTM D6751 biodiesel). It can be used in its pure form (B100) or any blend with diesel.

### Section 3 Fleet Inventory

1. In order to establish a baseline of data so that the "Green Fleets" policy can be established, implemented, and monitored each department fleet manager shall develop an inventory and analysis of the fleet vehicles within that department as of the close of fiscal year June 30, 2009. To ensure consistency in reporting the City of Washington will supply a single, pre-coded Excel spreadsheet. This inventory shall include:
  - a. Number of vehicles classified by the model year, make, model, engine size, vehicle identification number (VIN), and drive-train type (2-wheel drive, 4-wheel drive), and the rated vehicle weight and classification (light-duty, medium-duty, heavy-duty);
  - b. Miles per gallon (or gallon equivalent) per vehicle;
  - c. Miles per day per vehicle;
  - d. Type of fuel (or power source, e.g., electricity) used;
  - e. Average cost per gallon (or gallon equivalent) of fuel;
  - f. Average fuel cost per mile;
  - g. Annual miles driven per vehicle;
  - h. Total fuel (or power) consumption per vehicle per year;
  - i. Vehicle function (i.e. the tasks associated with the vehicle's use, type of driving: usual speed, urban/rural/stop & go/freeway);
  - j. Carbon Dioxide (CO<sub>2</sub>) calculations based on gallons (or gallon equivalent) of fuel consumed (diesel gallons times 22.2lbs CO<sub>2</sub>, gas gallons times 19.4 lbs. CO<sub>2</sub>).
2. Fleet managers from City departments shall be responsible for providing these baseline data in a reliable and verifiable manner.

### Section 4 "Green Fleets" Policy

1. It shall be the policy of the City of Washington to purchase, lease, or otherwise obtain the most energy efficient vehicles possible that meet the operational needs of the department for which the vehicles are intended.
2. It shall be the policy of the City of Washington to manage and operate its fleets in a manner that is energy efficient and minimizes emissions.

3. The City of Washington shall decrease its petroleum fuel expenditures for its vehicle fleets by a total of 10 percent by June 30, 2012, adjusting for inflation and relative to the baseline data established for year 2009 through the fleet inventory taken in compliance with Section 3 above. (Variable: Cost of fuel times amount of fuel)
4. The City of Washington shall reduce the emission of carbon dioxide (CO<sub>2</sub>) from its fleet by a total of 15 percent by June 30, 2012, relative to the baseline data established for year 2009 in the fleet inventory taken in compliance with Section 3 above (diesel gallons times (x) 22.2lbs CO<sub>2</sub> or gas gallons times 19.4lbs CO<sub>2</sub>),

### **Section 5 "Green Fleets" Policy Strategies**

1. In order to accomplish the goals stated in Section 4 above, the City of Washington shall modify procurement procedures, implement policies, conduct reviews, and take other actions as outlined in sub-sections (2) through (12) below.
2. Include a minimum efficiency standard in miles per gallon (or gallon equivalent) for each vehicle class for which the City has a procurement specification for and include such a standard in any new vehicle procurement specification.
3. Include a minimum emissions standard for each vehicle class for which the City has a procurement specification for and include such a standard in any new vehicle procurement specifications. This emission standard shall be based on North Carolina emission standards which are the Federal Tier 2 standards comprised of Bins 1-8.
4. Ensure that a minimum of 20 percent of the passenger vehicles purchased, leased, or otherwise obtained within a fiscal year by the City of Washington are alternative-fuel, flex-fuel, or bi-fuel vehicles.
5. Review all vehicle procurement specifications and modify them as necessary to ensure that the specifications are written in a manner flexible enough to allow the purchase or lease of alternatively fueled or electric drive-train vehicles.
6. Review every new vehicle purchase request and modify them as necessary to ensure that the vehicle class to which the requesting vehicle belongs is appropriate for the duty requirements that the vehicle will be called upon to perform.
7. Review the fleet inventory taken in Section 3 above to identify older vehicles that are used infrequently (or not at all), as well as those vehicles that are disproportionately inefficient, and schedule their elimination or replacement.
8. Implement an anti-idling policy prohibiting City employees from idling City owned or operated vehicles for an excessive period of time.
9. Implement an incentive program for City employees to drive efficiently and utilize efficient vehicle operating techniques.
10. Prohibit the use of non-alternative fuels in bi-fuel vehicles for more than 75 percent of the time that they are operated within the City.
11. Maintain vehicle at optimal efficiency by reviewing current maintenance schedule for all fleet vehicles and increasing maintenance wherever cost-effective benefits will accrue as a result.

### **Section 6 Monitoring of the "Green Fleets" Policy**

1. In order to ensure compliance with the goals outlined in Section 4 above, as well as to monitor the actions outlined in Section 5 above, a "Green Fleets" Review Committee is to be formed. The Office of the Mayor will appoint the members of this review committee, with one representative from each of the following Departments:

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- a. Finance Department
  - b. Recreation Department
  - c. Purchasing Department
  - d. Public Works Department
  - e. Electric Department
  - f. Police Department
  - g. Fire Department
2. The "Green Fleets" Review Committee shall also include the City Manager and a City Council Member, as determined by the City Council. The Council Member will be a non-voting member of the Review Committee.
  3. On an annual basis, Department fleet managers shall submit a draft "Green Fleets" plan to the Green Fleets Review Committee detailing how vehicle procurement, fleet operations, and employee travel activity are intended to conform to the "Green Fleets" policy and the "Green Fleets" strategies outlined in Section 5. The "Green Fleets" plan will also include, as an appendix or addendum, an updated fleet vehicle inventory list in the same format as the fleet vehicle inventory completed in Section 3.
  4. Each "Green Fleet" plan shall be reviewed by the Review Committee for overall conformity with the "Green Fleets" policy and for completeness in addressing the "Green Fleets" strategies outlined in Section 5. Inadequate plans shall be returned to the submitting Department for revisal and discussion with the Review Committee.
  5. Any appeal of the Review Committee's decisions must be made in writing to the Committee accompanied by appropriate documentation. Valid reasons for an appeal include unavailability of appropriate fleet vehicles, incremental costs in excess of the full life-cycle savings that would accrue from the acquisition of a given vehicle as determined by the Finance Department, and the primacy of a given vehicle's mission to public safety or a similar area judged to be applicable by the Review Committee.
  6. Approval of vehicle procurement requests for each Department is contingent upon a satisfactory recommendation from the "Green Fleets" committee as to the merit of the Department's "Green Fleets" plan.

PARTNERSHIP  
for the *Sounds*

December 18, 2009

The Honorable Archie Jennings, Mayor  
City of Washington  
102 E. 2<sup>nd</sup> Street  
Washington, NC 27889

Dear Mayor Jennings and City Council:

The Partnership for the Sounds requests your approval to meet with City officials for the purpose of reviewing the boundaries of the North Carolina Estuarium's property easement in order to clarify planning issues relevant to the greenspace west of the Estuarium.

As you may be aware, the western boundary of our current easement was set as part of the original construction of the Estuarium in 1996. However, the rerouting of Stewart Parkway in 2002 and other changes have now rendered that line somewhat confusing and unwieldy. In order to eliminate potential conflicts about who has jurisdiction over what as enhancement of greenspace is pursued, we feel it would benefit both of us if a more easily identifiable boundary could be established.

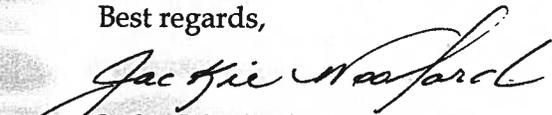
Per the attached proposal, a simplified line would give the Estuarium greater control over space that more directly influences our operations and possible expansion, while the City would gain full control over sections of greater value in the greenspace's conversion to a park and performance area. We fully support the City's proposed enhancement of the greenspace, but we feel it is vital that considerable thought and planning be given to the siting of the constructed elements.

We would like to meet with the City Manager and other appropriate staff to see if a mutually-agreed upon redrawing of our easement boundary can be developed and then taken back to Council and the Partnership Board for review and approval.

Please let us know if you are agreeable to this request. You can contact me or Tom Stroud at the Estuarium, 974-1044, if you have questions or wish to set up a meeting.

Thank you for your consideration of this proposal. I and all the Estuarium staff wish you great success leading Washington into the new year, and we look forward to continuing the very positive and supportive relationship we have shared with the City since 1993.

Best regards,

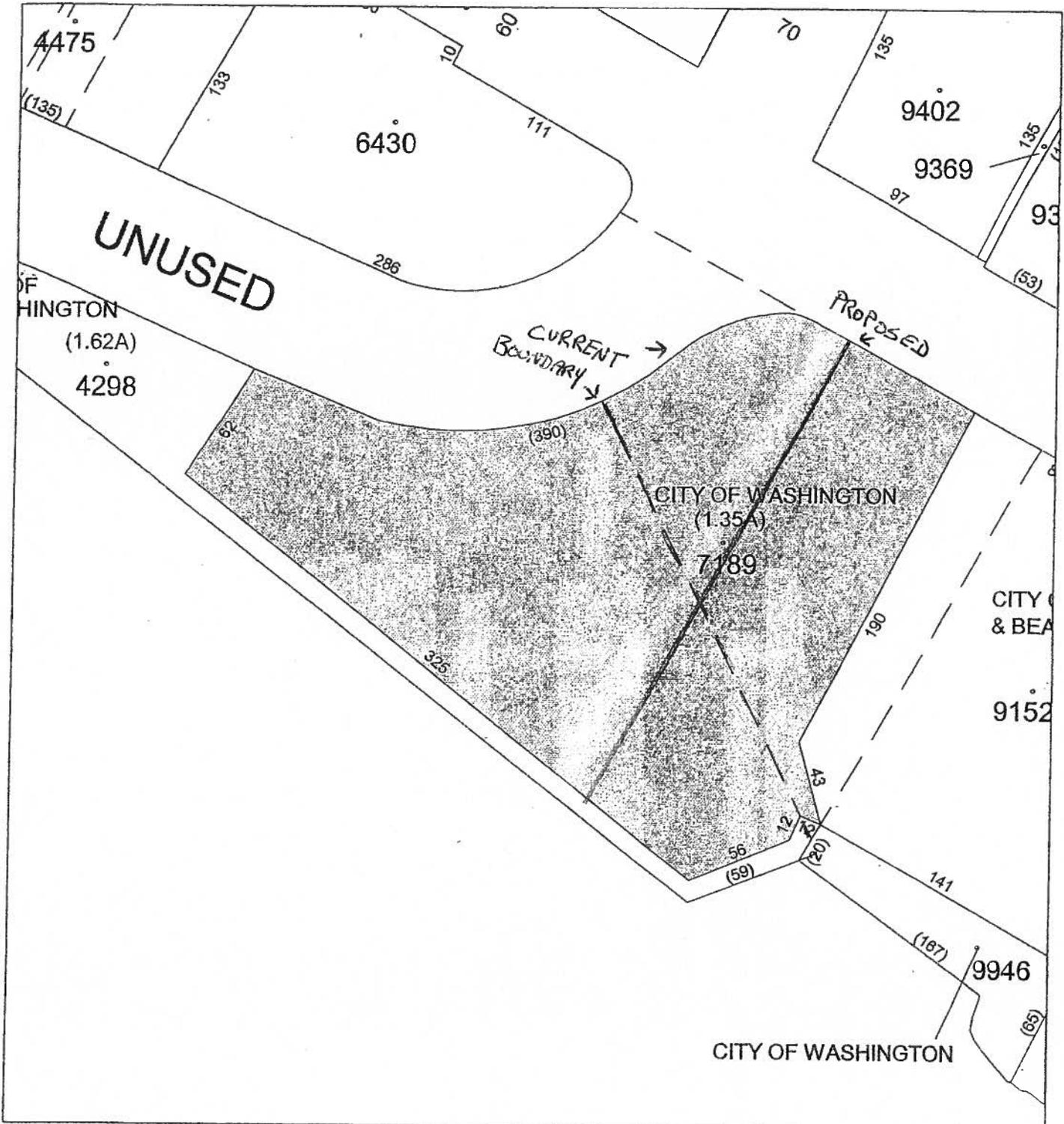


Jackie Woolard, Executive Director  
Partnership for the Sounds

COLUMBIA • WASHINGTON • MATTAMUSKEET • WINDSOR

P.O. box 55 COLUMBIA • NC 27925  
PH 252 796 • 1000 FX 252 796 • 0218  
PH 252 974 • 1044 (WASHINGTON • NC)

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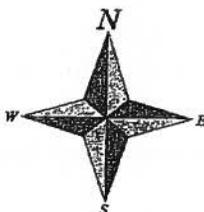


**Beaufort County**

**TAX PIN : 15010373**

Scale : 1 Inch = 72 Feet.

**Date : 12/02/2008**



\*\*\*\*\* DISCLAIMER \*\*\*\*\*

THIS MAP IS PREPARED FOR THE INVENTORY OF REAL PROPERTY IN ACCORDANCE WITH N.C. LAND RECORDS TECHNICAL SPECIFICATIONS FOR BASE, CADASTRAL AND DIGITAL MAPPING SYSTEMS. GRAPHIC ILLUSTRATIONS HEREON ARE COMPILED FROM RECORDED DEEDS, PLATS AND OTHER PUBLIC RECORD RESOURCES. PERSONS ARE HEREBY NOTIFIED TO CONSULT ALL APPLICABLE PUBLIC RECORDS FOR VERIFICATION. BEAUFORT COUNTY AND ITS AGENTS ASSUME NO LEGAL RESPONSIBILITY FOR THE ACCURACY OF INFORMATION DEPICTED ON THIS MAP.

Land Records / GIS

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City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** January 19, 2010  
**Subject:** Turnage Theater Tax Incentive Budget Ordinance  
**Applicant Presentation:**  
**Staff Presentation:** Matt Rauschenbach

**RECOMMENDATION:**

I move the City Council approve a budget ordinance to appropriate General Fund balance for the Turnage Theater Tax Incentive Credit.

**BACKGROUND AND FINDINGS:**

The City entered into a seven year agreement to provide a portion of the Turnage Theater Tax Incentive credit. 2008-2009 was the first year of the agreement with an incentive of \$6,743. \$40,800 was appropriated in 2008-2009 but the \$34,057 balance was not carried over into 2009-2010 with a purchase order and as a result went into fund balance. Six years remain and based on the current year amount funds of \$38,532 are needed to cover the balance of the agreement.

**PREVIOUS LEGISLATIVE ACTION**

**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:** js Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
1/12/10 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2009-2010**

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

Section 1. That account number 10-00-4650-4511, Turnage Theater Tax Incentive, Economic Development department of the General Fund appropriations budget, be increased in the amount of \$38,532 to provide funds for the City's portion of the incentive.

Section 2. That account number 10-00-3991-9910, Fund Balance Appropriated portion of the General Fund revenue budget, be increased in the amount of \$38,532.

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 19th day of January, 2010.

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

# FYI Items

- A. Memo – Utility Billing System Upgrade(**page 184**)
- B. Memo – Uniforms Supplier(**page 186** )
- C. Memo – Budget Schedule Proposal(**page 190**)
- D. Memo – Capital Improvement Plan 2011-2015(**page 192**)
- E. Memo – General Fund Budget Transfer – Festival Park Survey (**page193**)



## City of Washington

P.O. Box 1988, Washington, NC 27889-1988  
102 E. 2<sup>nd</sup> St - Telephone 252 975-9300 - Fax 252 946-1965

### MEMORANDUM

DATE: January 19, 2010  
TO: Mayor and City Council  
FROM: Matt Rauschenbach  
SUBJECT: Utility Billing System Upgrade

The City is upgrading it's utility billing system to Logics Eagle 3.0 in February. On site training will be conducted in January. The current Logics utility billing system was installed in 1981 and is out dated. Parallels will be done on old and new systems to ensure a seamless transition. Our annual maintenance agreement with Logics includes upgrades as available. Benefits of the upgrade are attached.

Financial system upgrades are targeted to be available late next year.

## **Advantages of Eagle 3.0 vs. over Classic Logics (current system)**

- Web based, written in ASP.net with SQL Server database
- Intuitive, point and click user interface
- Much faster learning curve for new users
- Export to Excel or Word from any grid
- Attach digital photographs, scanned images and documents
- More robust and refined search capabilities
- Workflow assists users in knowing what tasks have been completed
- Billing exceptions must be reviewed and approved before billing can be updated
- Fully integrated On-line Bill Pay, IVR and kiosk applications are available
- Google Maps integration is standard feature, GIS integration is available
- Unlimited, individual date, time and username stamped comments records
- Updated Readings, Billings, Payments and Adjustments batches are never deleted
- Service Orders are generated as PDF documents and can be e-mailed to remote users
- All reports can be previewed then printed as PDF documents or exported to Excel or Word



## City of Washington

P.O. Box 1988, Washington, NC 27889-1988  
102 E. 2<sup>nd</sup> St - Telephone 252 975-9300 - Fax 252 946-1965

### MEMORANDUM

DATE: January 19, 2010  
TO: Mayor and City Council  
FROM: Matt Rauschenbach  
SUBJECT: Uniforms Supplier

The City gave required written notice to terminate the uniform supply contract with Unifirst for non-performance and/or default on account of excessive overbilling and/or an insufficient grade of uniform on December 1, 2009. In the contract, the City reserved the right to terminate/cancel the arrangement without penalty, including any termination/cancellation of contract fee or "liquidated damages", for non-performance, default, or *any* other reason which may be considered to be in direct conflict to the best interest of the City.

\$2,056.88 in overbilling has been discovered thus far. At present, the City plans to deduct the amount of the overbillings discovered from the amount the City pays Unifirst for uniform rentals in December. The City's audit of uniform bills from Unifirst has not been completed.

Unifirst sent the City a letter (attached) December 7, 2009 stating we were in breach of the agreement and owed 50% of the total rental fees for the remainder of the contract (3.5 years). Franz Holscher responded (attached) to Unifirst on December 30, 2009 that he was satisfied that the notice of termination is warranted under the circumstances.

December 30, 2009

Unifirst Corporation  
Attn: Art Finch, District Service Manager  
P.O. Box 1528  
Rocky Mount, NC 27802

Re: City of Washington Uniforms  
Our File No.: 09-55-18816

Dear Mr. Finch:

I write to respond to and confirm receipt of your correspondence dated December 7<sup>th</sup> concerning the arrangement under which Unifirst Corporation had provided the City of Washington with uniforms. I have reviewed your letter and this matter with the appropriate City officials and am satisfied that the notice of termination of this arrangement dated December 1<sup>st</sup> from Michael Whaley, Purchasing Agent, for, among possibly other reasons, non-performance and/or default on account of excessive overbilling and/or an insufficient grade of uniform is warranted under the circumstances and is contemplated as well as permitted by the arrangement without monetary or other recourse from Unifirst. As you know, the City reserved the right to terminate/cancel the arrangement without penalty, including any termination/cancellation of contract fee or "liquidated damages", for non-performance, default, or *any* other reason which may be considered to be in direct conflict to the best interest of the City. After reviewing the situation further, the City also believes it would be in direct conflict to the best interest of the City to continue the arrangement under the circumstances.

In regard to the overbilling referenced above and as acknowledged in your November 11<sup>th</sup> email to Adam Waters, it is my understanding that at least \$2,056.88 in overbilling has been discovered thus far. At present, the City plans to deduct the amount of the overbillings we discover from the amount the City pays Unifirst for uniform rentals in December. Please note that the City's audit of uniform bills from Unifirst has not been completed.

Yours very truly,

Franz F. Holscher  
RODMAN, HOLSCHER, FRANCISCO  
& PECK, P.A.  
Attorneys for the City of Washington

FFH/cws

cc: Doug Mercer, Councilman, Washington City Council  
James C. Smith, City Manager, City of Washington  
Matt Rauschenbach, Chief Finance Officer, City of Washington  
Allen Lewis, Director of Public Works, City of Washington  
Mike Whaley, Purchasing Agent, City of Washington  
Adam Waters, Water Resources Superintendent, City of Washington

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UniFirst Corporation  
2715...  
P.O. Box 1528  
Rocky Mount, North Carolina 27801  
Telephone (252) 977-1115  
Telephone 1-800-331-9800  
Facsimile (252) 977-1197

12-07-09

City of Washington  
203 Grimes Rd.  
Washington, N.C. 27889

**Attention:** Mike Whaley

**Re:** City of Washington Service Agreement 9-24-08

Art Finch was notified on 12-3-09 by Mike Whaley that the City of Washington has elected to breach the service agreement with Unifirst in January 2010. On the basis of the rental agreement that was signed by Mike Whaley for the City of Washington, the current service agreement stipulates the purchase of 50% of total rental fees for the existing time on agreement. As you know we entered into a written agreement dated 09-24-2008. Unifirst Corporation has made a substantial investment in merchandise to fulfill this agreement and stands ready, willing, and able to carry out its responsibilities for the full term of this agreement. Likewise, we fully expect you to live up to your commitment, which you made when you entered into this agreement. I am sure as a fellow businessperson; you understand the value and importance of written agreements in our business community.

We hope that upon reflection, you will decide to comply with your agreement. Our agreement specifically provides for liquidated damages to compensate us as a result of your termination in breach of our agreement.

Yours In Service,

A handwritten signature in cursive script that reads "Art Finch".

Art Finch  
District Service Manager  
Rocky Mt, North Carolina 2789

CC: Franz Holscher  
CC: Doug Mercer

Unifirst Uniforms

1/6/2010

	Pants	LS Shirts	SS Shirts	Nomex Pants	Nomex Shirts	\$/Wk	7/1/2008	12/31/2009 6/30/2013	260.714286	5.013736
Electric				242	242	246.75				
	22	22	22							
	11	11	11							
Garage	33	33	33			23.75				
	11	11	11							
	11	11	11							
Meter Shop	11	11				32.00				
	11	11	11							
	55	55	55							
Public Works	429	429	429			292.63				
	77	77	77							
	154	154	154							
		11	11							
<b>Total</b>	<b>825</b>	<b>836</b>	<b>825</b>	<b>242</b>	<b>242</b>					
<b>\$/each</b>	<b>18.90</b>	<b>14.03</b>	<b>11.76</b>	<b>99.86</b>	<b>103.30</b>					
<b>Total \$</b>	<b>15,592.50</b>	<b>11,729.08</b>	<b>9,702.00</b>	<b>24,166.12</b>	<b>24,998.60</b>	<b>86,188.30</b>				
						<b>595.13</b>				
						<b>154,733.80</b>				
									<b>182 Weeks Remaining</b>	
									<b>54,284.36</b>	<b>50% Penalty</b>

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## City of Washington

P.O. Box 1988, Washington, NC 27889-1988  
102 E. 2<sup>nd</sup> St - Telephone 252 975-9300 - Fax 252 946-1965

### MEMORANDUM

DATE: January 19, 2010  
TO: Mayor and City Council  
FROM: Matt Rauschenbach  
SUBJECT: Budget Schedule Proposal

Attached is a budget schedule proposal for your review, revision, and approval for fiscal year 2010 – 2011. **Please note that the dates listed are week of dates.**

<u>Week Of</u>	<u>Council Schedule</u>
1/4/2010	Council Orientation
1/11/2010	
1/18/2010	Council Meeting
1/25/2010	Committee of the Whole
2/1/2010	
2/8/2010	Council Meeting
2/15/2010	
2/22/2010	Committee of the Whole
3/1/2010	
3/8/2010	Council Meeting
3/15/2010	
3/22/2010	Committee of the Whole
3/29/2010	
4/5/2010	
4/12/2010	Council Meeting
4/19/2010	
4/26/2010	Committee of the Whole
5/3/2010	
5/10/2010	Council Meeting
5/17/2010	
5/24/2010	Committee of the Whole
5/31/2010	
6/7/2010	
6/14/2010	Council Meeting
6/21/2010	
6/28/2010	

**Budget Schedule**

1/4/2010	CIP Review- Manager
1/18/2010	Budgetary & Strategic Planning Retreat
1/18/2010	Revenue Estimate- Finance
1/18/2010	Fees & Charges Schedules Distributed
1/18/2010	Revenue Neutral Tax Rate
1/18/2010	Budget Packets Distributed to Management Team
1/18/2010	CIP Plan Distributed to Council
1/25/2010	Budget Goals Provided to Management Team
1/25/2010	External Agency Budget Requests & Hearing
2/22/2010	CIP Review- Years 2 - 5
2/22/2010	CIP Review- Year 1
3/1/2010	Budgets and Performance Measures Submitted to Finance
3/15/2010	Budget Review with Manager- General Fund
3/22/2010	Budget Review with Manager- Water/Sewer/Storm Water/Solid Waste/Cemetery Funds
3/22/2010	Budget Review with Manager- Electric Fund
4/12/2010	Manager's Recommended Budget Presented to Council
4/13/2010	Budget Available for Public Viewing at City Clerk's Office
4/26/2010	Budget Workshop- Benefits & Pay, General Fund
5/3/2010	Budget Workshop- Water/Sewer/Storm Water/Solid Waste/Cemetery Funds
5/17/2010	Budget Workshop- Electric Fund
5/24/2010	Public Hearing
6/14/2010	Budget Adopted (complete budget included, not just workshop changes and budget ordinance)



## City of Washington

P.O. Box 1988, Washington, NC 27889-1988  
102 E. 2<sup>nd</sup> St - Telephone 252 975-9300 - Fax 252 946-1965

### MEMORANDUM

DATE: January 19, 2010  
TO: Mayor and City Council  
FROM: Matt Rauschenbach  
SUBJECT: CIP (Capital Improvement Plan) 2011-2015

The CIP for 2011-2015 will be available online on the intranet January 19, 2010.  
Two categories of review and approval are recommended:

1. 2012-2015 to be adopted as a planning document
2. 2011 to become the Capital Plan for next year's budget



## City of Washington

P.O. Box 1988, Washington, NC 27889-1988  
102 E. 2<sup>nd</sup> St - Telephone 252 975-9300 - Fax 252 946-1965

### MEMORANDUM

DATE: January 19, 2010  
TO: Mayor and City Council  
FROM: Matt Rauschenbach *ML*  
SUBJECT: General Fund Budget Transfer

The Budget Officer transferred \$1,000 in the General Fund from the Planning/Zoning Department to the Recreation Administration Department to provide funds for a survey of the downtown festival park area on January 4, 2010. NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached.

# Request for Transfer of Funds

Date: 1/4/10

TO: City Manager or Finance Director  
 FROM: PHILIP MOBLEY  
 SUBJECT: Request for Transfer of Funds

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

	Department	Account Number	Object Classification	Amount
From:	<u>PLANNING/ ZONING</u>	<u>10 10 4910</u>	<u>0200</u>	<u>\$1,000</u>
To:	<u>RECREATION ADMINISTRATION</u>	<u>10 40 6120</u>	<u>0400</u>	<u>\$1,000</u>

For the purpose of PROVIDE FUNDS FOR SURVEY OF THE DOWNTOWN FESTIVAL PARK AREA

Supervisor  
Philip W Mobley  
 Department Head

### ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved

Disapproved

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

\*Request for Interdepartmental Transfer of Funds require Finance Director's approval.

Paul Smith  
 City Manager or Finance Director

Date: 1/5/10