



APRIL 12, 2010 at 5:30pm

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of Minutes from February 22, March 8, and March 22, 2010 **(page 5)**

Approval/Amendments to Agenda

Presentation: Hayley Stowe – Recipient of the prestigious Park Scholarship
Isabella Mayo – Winner of the 18th- annual Downeast North
Carolina Regional Spelling Bee

I. Consent Agenda:

- A. Accept – Gift/Donation to the Washington Police Department to purchase ballistic safety vests (\$1,535) **(page 38)**
- B. Authorize – City Manager to execute Grant Contract with NCDENR for Recycling Roll-Out Cart Purchase (\$100,000) **(page 39)**
- C. Adopt – Budget Ordinance Amendment for the Flanders Filters Project (\$70,703) **(page 62)**
- D. Accept – Report of reallocation of funding (\$4,290) **(page 64)**

II. Comments from the Public:

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

- A. Consider – Zoning change consisting of 3.7 acres of property located at 233 East 7th Street (former Beaufort County Ed Tech Center) **(page 65)**

IV. Public Hearing – Other:

- A. Hold P.H. – Receive Public Input for the Closeout of a 2005 CDBG Economic Development Grant **(page 76)**



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V. Scheduled Public Appearances:

- A. Ms. Catherine Glover – Executive Director, Washington Beaufort County Chamber of Commerce- Request for Beer Garden **(page 78)**
- B. Ms. Janice Coburn – Washington Optimist Club – Waiver of fees for Sports Program
- C. Mr. Bernard Enright – Utilities Discussion
- D. Ms. Jane Verdon – Utilities Discussion
- E. Mr. Bob Gary – Green Communities Program Presentation - BreezePlay, Inc. **(page 81)**

VI. Correspondence and Special Reports from members of City Council:

- A. Discussion - Status of current grants (2010 Departmental American Recovery and Reinvestment Act (ARRA) and Non-ARRA funding opportunities) **(page 82)**

VII. Reports from Boards, Commissions and Committees:

- A. Washington Harbor District (DWOW) **(page 92)**
- B. Human Relations Council **(page 95)**
- C. Financial Reports (e-mailed under separate attachment)
 - 1. General
 - 2. Enterprise Funds

VIII. Appointments:

- A. Appointment – to the Recreation Advisory Committee to fill the unexpired term of Lisa Williams Baker, term to expire June 30, 2012. Appointment is inside the city limits **(page 96)**
- B. Appointment – to the Historic Preservation Commission to fill the unexpired term of Michael Overton, term to expire June 30, 2011. **(page 96)**



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IX. Old Business:

- A. Memo – Intersection of West Main Street & Stewart Parkway
(page 103)
- B. Memo – Intersection of East Main Street & Park Drive **(page 104)**
- C. Memo – NCEMPA Commissioner Appointments **(page 106)**
- D. Approve – Salvation Army & St. Vincent DePaul, Mother of Mercy Church as co-sponsors of Project Help Utility and appropriate contribution to Project Help Fund (\$2,000) **(page 107)**
- E. Adopt – Budget Ordinance Route 33 Line Relocation (\$250,000)
(page 110)
- F. Approve and Authorize- Director of Parks and Recreation to execute agreement with Belle of Washington **(page 112)**
- G. Adopt – Resolution that designates the City of Washington and its extra-territorial jurisdiction a “Recovery Zone” **(page 120)**
- H. Authorize – City Manager to execute a Recovery Zone Economic Development Bond Request for Reallocation Application**(page 125)**
- I. Presentation – Police Facility Site Location Approval**(page 129)**
- J. Memo – Weatherization Contribution from the Electric Fund
(page 143)
- K. Adopt – Budget Schedule FY 2010-2011) **(page 144)**

X. New Business:

- A. Authorize – Director of Fire Department to Accept FEMA Grant Funds \$48,384**(page 146)**
- B. Approve – Increase of current mileage fees for EMS transport from \$8.50 per loaded mile to \$13.00**(page 149)**



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- C. Authorize – City Manager to enter into an EMS Billing and Collection Service Agreement with EMS Management & Consultants, Inc & emsCharts Inc. **(page 151)**
- D. Authorize – City Manager to execute the agreement to participate in the Municipal Environmental Assessment Coalition**(page 153)**
- E. Approve – Electric Advisory Committee Roles and Responsibilities **(page 159)**
- XI. Any Other Items From City Manager:
 - A. None
- XII. Any Other Business from the Mayor or Other Members of Council
 - A. Resolution – Ms. Alice Evelyn Moore**(page 160)**
 - B. Discussion – Council Personnel Budget Committee
- XIII. Closed Session – None
- XIV. Adjourn - Until Monday, April 19, 2010 at 5:30 pm, meeting to be held at the Civic Center.

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

FEBRUARY 22, 2010

The Washington City Council met in a continued session on Monday, February 22, 2010 at 8:30am in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Gil Davis, Councilman; Bobby Roberson, Mayor Pro tem; Jim Smith, City Manager; Cynthia Bennett, City Clerk.

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; and Delma Blinson of the Beaufort Observer.

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

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings noted today is First President George Washington's birthday. Mayor Pro tem Roberson requested adding Discussion - Iron Creek drainage as item 1(a). By motion of Councilman Pitt, seconded by Councilman Moultrie, Council approved the agenda as amended.

REPORT – CANAL BEHIND HIRAM LODGE (5TH & RESPESS STREET)

Allen Lewis, Public Works Director noted he has spoken with the US Army Corps of Engineers regarding the drainage ditch behind the Hiram Lodge at the intersection of 5th and Respass Streets. This will not improve drainage as an open ditch can handle more water than a ditch that has been piped.

Corps of Engineers Comments:

Even though it has been maintained and altered, the feature (ditch) is jurisdictional. The type of permit required would determine on how many linear feet and/or discharge below the Ordinary High Water Mark occurs. Anything over 300 linear feet pushes the project into an Individual Permit versus a Nationwide Permit for something under 300 linear feet, 25 cubic yards.

Also, in order to get any type of permit, the Corps would need to know why these impacts are imperative, aka the purpose and need of the project. There has to be an acceptable need to impact jurisdictional features, which could become costly.

Division of Water Quality Comments:

Because the Tar-Pam basin has a riparian buffer under the 15A NCAC 02B regulations, a variance from the Environmental Management Commission (EMC) is required. The variance request would need to be made of the EMC at one of their regularly scheduled meetings and a set of engineered drawings showing the proposed project would need to be presented at the

time the request is being made. If the request for variance is granted, then the normal permitting process through DWQ still has to be met, such as GC 3705 assuming that the linear footage is less than 300.

Jim Smith, City Manager stated that grants have been pursued on numerous occasions, but that this project was not eligible for funding. He further stated concentration should be made on maintaining the structure and not just “fixing” the ditch. Councilman Moultrie inquired about the odor from the pump station. Mr. Lewis acknowledged that and said he would check on the air scrubber for the sewer pump station. Mr. Smith will request Bianca Gentile to investigate possible grant funding for stabilizing the structure.

IRON CREEK DRAINAGE

Allen Lewis, Public Works Director explained this item was discussed fully during the regular February meeting. Mr. Lewis discussed an excerpt from a drainage study regarding Iron Creek.

Drainage Study Excerpt – Iron Creek

- A clearing effort along Mitchell Branch has aided in the removal of channel blockage and continued maintenance will reduce future debris potential within the channel.
- These drainage improvements downstream from US Highway 264 will be beneficial for reducing backwater in Iron Creek during 2-, 5-, 10-, 25- and 50- year storm events.
- **No further improvements are recommended at this time**

Councilman Mercer stated there were problems with the drainage swale located at Ore Court because it had gradually filled from the growth of grass and the normal disposition of an area like that. This should be the responsibility of the homeowners. Mayor Jennings stated he would contact Charles Daniels regarding the possibility of forming a homeowners association to address issues such as plantings in the swale or grass clipping accumulation in the swale. Items such as this could prohibit the swale from functioning properly.

DISCUSSION – TIME LINE FOR DECISION MAKING PROECESS FOR NEW POLICE STATION

Mayor Jennings noted we were are awarded the \$100,000 grant as well as the \$4million loan. We are allowed to change locations and the amount of the funding that we use. If the loan is for \$4 million, we are permitted to use less. The site selection committee will meet tomorrow evening and the funding committee will meet tomorrow morning. Mr. Smith stated the award letter mentions a 4% interest rate lock if we respond before March 31, 2010, after that the rate is subject to change. Councilman Mercer stated before we can determine a time line we need to determine where we are going to build, how big the structure will be and go on from there. Mayor Jennings stated the architect noted we need a structure approximately 15,000 sq. ft. with the possibility to convert space and grow as needed. By consensus, Council agreed to have the site selection committee look at all the original sites, plus any other sites that may be of interest. Bianca Gentile noted that once the site selection committee has reviewed all the sites, they will bring back a reduced number of approximately 3-5 sites to Council on March 8th and let Council determine the best location. Mayor Jennings requested that if any of the sites are owned by the City and are ruled out, to explain why they were ruled out as a possible location. Chief Mick

Reed stated the committee would present this information for all possible locations. Minimum requirements are 2 acres sites and 15,000 sq. ft. structures.

BREAK

DISCUSSION – FINANCIAL REPORTS

Matt Rauschenbach, Chief Financial Officer discussed the highlights of the financial reports.

YTD January

Thousand \$

1. General Fund	(253)
\$2.5 million property tax collection in January puts revenue ahead YTD.	
2. Water Fund	329
Bond payments in May/June, \$356 YTD impact.	
3. Sewer Fund	587
Rural center study \$40	
Bond payments in May/June, \$348 YTD impact.	
Timing of contract services \$111	
4. Electric Fund	786
Installment proceeds vs purchases \$831 impact	
\$424 pro-rata cash capital unspent	
5. Storm Water Fund	42
6. Airport Fund	87
Full year transfer made from General Fund \$50 impact	
7. Solid Waste	(124)
Installment purchases carried forward from 2008/2009, \$117 impact	
8. Cemetery Fund	4
Full year transfer made from General Fund \$10 impact	

DISCUSSION – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS

Matt Rauschenbach, Chief Financial Officer explained Recovery Zone Economic Development Bonds with Council.

- A recovery zone is any are designated by the issuer as having “significant poverty, unemployment, rate of home foreclosures or general distress.
- The issuer has broad discretion to designate a zone “in any reasonable manner as it shall determine in good faith in its discretion” (IRS notice 2009-50).
- Designation of entire county is permitted
- Issuer should adopt a resolution designating recovery zone; resolution should recite factors that support the designation
- Recovery Zone Bonds are a subset of Build America Bonds
- The amount of the refundable credit is 45% of the amount of interest payable on the interest payment date
- The issuer must irrevocably elect for the obligation to be a recovery zone bond

- 100% of available project proceeds or APP(i.e. sales proceeds less any amount not to exceed 2% costs of issuance), net of any amount placed in a reasonably required reserve fund, must be used for qualified economic development purposes
- “Qualified economic development purposes: are described as “expenditures for purposes of promoting development or other economic activity in a recovery zone” and include capital expenditures paid or incurred with respect to property in the zone and expenditures for public infrastructure and construction of public facilities
- Thus RZEDB’s can be used to finance nearly any capital expenditures that promote economic development or economic activity in the recovery zone (i.e. infrastructure, schools, public buildings and industrial parks)
- Interest is taxable
- Bond obligation must be issued by December 31, 2010

Mr. Rauschenbach will bring additional information to Council including a resolution for the March 8, 2010 meeting.

*By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council extended the meeting to end no later than 10:30am.

DISCUSSION – TOWN HALL STYLE MEETINGS (PROPOSED EACH 3RD COMMITTEE OF THE WHOLE)

Council discussed possible issues for each town hall meeting and decided the first meeting should be held April 26, 2010 at the Civic Center. Council plans to hold town hall meetings on a quarterly basis. The item of discussion will be electric rates. Council requested the Electric Advisory Board come before Council at the Committee of the Whole on March 22nd to obtain their input and prepare for the town hall meeting any action items will be taken up at the regular meeting in April.

DISCUSSION – CITY PAGE IN NEWSPAPER VS. LEGAL ADVERTISEMENTS

Cynthia Bennett, City Clerk updated Council on fees paid for legal advertising. To date, approximately \$8,000 has been spent on advertising (legal and block ads). The current rate for ¼ page ads in the local newspaper is \$275, while ½ page ads are \$550. Mayor Pro tem Roberson stated we need to get the information out to the public regarding our meetings. Mrs. Bennett said the Washington Daily News use to publish the entire agenda in their “News Briefs” section at no charge, but they no longer provide that service to us. Councilman Mercer stated he would suggest this be a “topic page” not just a display of the agenda. Mayor Pro tem Roberson stated he would work with the City Clerk on determining the best way to publicize our information and he would speak with Brownie Futrell of WDN. Councilman Mercer discussed the possibility of televising the Council meetings and noted this will be discussed further during the budget planning sessions.

BOARD VACANCIES

Council authorized the City Clerk to advertise for the vacancy on the Economic Development Commission.

ADJOURN

By motion of Mayor Pro tem Roberson seconded by Councilman Pitt, Council adjourned the meeting until March 8, 2010 at 5:30pm in the Council Chambers at the Municipal Building.

(Subject to the Approval of the City Council)

**Cynthia S. Bennett
City Clerk**

DRAFT

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

MARCH 8, 2010

The Washington City Council met in a regular session on Monday, March 8, 2010 at 5:30 p.m. in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Gil Davis, Councilman; Bobby Roberson, Mayor Pro tem; Jim Smith, City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Anita Radcliffe, Accounting Manager; Robbie Rose, 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 and Delma Blinson of the Beaufort Observer.

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

APPOINTMENT OF ROBBIE ROSE AS FIRE CHIEF

Jim Smith, City Manager said it is with great pleasure to announce the appointment of Mr. Robert C. Rose of Washington, North Carolina as the new Chief of the Fire/Rescue/EMS Department of the City of Washington. "Robbie" Rose has served the City of Washington since 1987 beginning as a volunteer and working in essentially every capacity as he proceeded through the ranks to his most recent position as Fire Prevention Division Chief. Prior to coming to work with the City of Washington, Robbie was employed for fourteen years with National Spinning Company where he also worked his way through positions to the level of Department Manager.

Mr. Rose obtained an Associate's Degree in Fire Protection Technology from Wilson Technical Community College in 2004. He has many certifications, in Fire Inspection, Fire Investigations, Hazardous Materials, Emergency Medicine and Fire Instructions. Most recently, Robbie completed the North Carolina Association of Fire Chief's Chief Officer Executive Development Program.

Robbie was selected from among a strong field of candidates from several states. We are extremely pleased to make this appointment and look forward to the positive, stable leadership in Fire and Emergency Medical Services which Robbie Rose will bring to the Fire/Rescue/EMS Department.

APPROVAL OF MINUTES

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council unanimously approved the minutes of February 2, and February 8, 2010 as presented.

APPROVAL/AMENDMENTS TO AGENDA

Councilman Mercer requested to move Consent Agenda Item A - Adopt – Budget Ordinance Amendment to un-appropriate funds in the General Fund and appropriate them in E-911 Special Revenue Fund (\$10,756) to Old Business Item B. He further requested to add: New Business – Item B: 911 Operations; New Business –Item C: Main Street Traffic Flow and New Business – Item

D: Mid-East Workers. Mayor Jennings moved Old Business –Item A: Presentation – Washington Housing Incorporated Quarterly Report to Scheduled Public Appearances: Item A and Old Business – Item H: Accept – Site Selection Committee Recommendation to Scheduled Public Appearance: Item B and added Public Appearances: Item C -Presentation by Dee Congleton. Councilman Davis stated the Recreation Advisory appointment will need to be continued until next month. Mayor Jennings added the following under the XII. Mayor’s items: A: Airport Advisory Board; B. Funds for brickwork around tree at end of Market Street and C: Mayor’s Council for Neighborhood Beautification. Councilman Mercer added under Item VIII. Appointments C: Power Agency Representation

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

CONSENT AGENDA

- A. **Moved to IX. Old Business B: Adopt** – Budget Ordinance Amendment to un-appropriate funds in the General Fund and appropriate them in E-911 Special Revenue Fund (\$10,756)

- B. **ADOPT – BUDGET ORDINANCE AMENDMENT IN THE GENERAL FUND TO UN-APPROPRIATE FUNDS SET ASIDE IN FY 09-10 BUDGET FOR THE PURCHASE OF LAND TO BUILD THE NEW POLICE STATION (\$100,000)**

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 10-10-4310-7100, Land, Police Department portion of the General Fund appropriations budget be decreased in the amount of \$100,000 to un-appropriate the funds for the acquisition of land.

Section 2. That the Estimated Revenues in the General Fund be decreased in the amount of \$100,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

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 8th day of March, 2010.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

- C. **ADOPT – BUDGET ORDINANCE AMENDMENT FOR STORMWATER PERMIT REVIEW (\$2,000)**

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 Storm Water Fund be increased in the amount of \$2,000 in the account Permit Fee Revenue, account number 34-90-3571-5105.

Section 2. That account number 34-90-5712-0400, Professional Services —Permit Review, Nutrient Control portion of the Storm Water Management Fund appropriations budget be increased in the amount of \$2,000 to provide funds for engineers to review permits.

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 8th day of March, 2010.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

D. ADOPT – BUDGET ORDINANCE AMENDMENT FOR SENIOR PROGRAMS (\$1,500)

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 \$1,500 in the account EDTAP- Seniors Grant, account number 10-40-3622-3300.

Section 2. That account number 10-40-6123.4515, EDTAP- Seniors Grant, Senior Programs portion of the General Fund appropriations budget, be increased in the amount of \$1,500 to provide funds for gas cards for volunteers.

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 8th day of March, 2010.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

By motion of Councilman Davis, seconded by Councilman Mercer, Council approved the amended Consent Agenda.

COMMENTS FROM THE PUBLIC

Donna Lay, President of Beaufort County Republican Women's Club made the following presentation to Council.

(begin presentation) I have been researching the problem with the high cost of electricity in Washington for about a year now; and have consulted with City Manager James Smith and Councilman Doug Mercer, whom we all know is trying to help with this problem and has been for a long time with not a lot of support as I see it. I was happy to see that Mike Voss of the WDN wrote

an editorial about it Sunday. It was enlightening. This research is like treading through a minefield. It left me with questions about some of the information I thought I had down-pat.

Quite a number of tax-paying citizens are having to decide between buying their medications; buying food, or paying their light bill. I believe this situation to be disgraceful. For the most part, these citizens would rather suffer quietly than to ask for charity, a quality which I greatly admire, and an attitude which we all need to foster if we are to survive financially as a Nation.

The cost of electricity should be within the reach of all citizens. The city budget should **not** be balanced on the back of a commodity that every citizen has absolutely got to have regardless of their income. Would some council member please tell the people now how much money was transferred out of the electric fund into the general fund last year, and how much you intend to take out of it this year? Is it not a fact that you plan to raise rates to cover the city budget this year, the same way you've always done.

In my opinion, the council needs to cut back on un-necessary spending and give the electric funds a break! Personally, I would rather pay more taxes on items that I **can do without** than have my rates raised on a commodity that I **cannot** do without!

And while we're on the subject regarding the cost of our citizens living in town, why is that the town of Tarboro which has 10,000 people to our 9,900, and who has practically the same amenities we have, have a 38% tax base while ours is 60%? And why do they serve the needs of their people with 111 fewer city employees than Washington has? And **do not** read into that question that Donna Lay wants anyone's job eliminated in this economy. I don't. It's just a question, considering the tax base difference between the two cities.

We now receive our electricity from 2 nuclear power plants, which are cheaper to operate, and 2 coal powered plants, which are more expensive to operate. A contract was signed back in 1970 (**I'd like to know who actually signed that contract**). It requires us to **buy 100% of our electric power from NCEMPA** (North Carolina Eastern Municipal Power Agency). This would, and *is*, virtually eliminating our ability to counteract the high price of NCEMPA's costs by using competition to lower the electric rate, which is the American way. This is because NCEMPA has that contract, signed, I believe, by the city council and the Mayor in 1970, binding us to them until such time as the costs for these bonds are paid out!

That contract locks us into paying 2 million dollars plus a month total, for our electricity to come from the 14,000 citizens, and going to NCEMPA until the year 2028, at which time the bond issue will be paid off. I understand that **40 cent** of every dollar we pay for that electricity goes to pay the debt service, or in other words, the interest on the loan. It was mentioned in the WDN Sunday that 70% of the wholesale electric bill paid by us in Washington goes to payoff this debt. We the people would like to know just how long this payout has been going on at this rate, and exactly how much money we will be losing if we pullout now.

That two million plus from the 14,000 citizens, approximately 10,900 residential households, on the power grid in Washington breaks down to about \$150.00 on the average a month for every **household now**. **God only knows what that will be this summer if we use our air conditioners!** In addition to that, at this time we are 1 million dollars in arrears (Doug Mercer can

explain that). This is the total bill. Out of this we are paying **more than 21 million dollars a year debt service or interest** on the bonds that were sold so NCEMPA could build a nuclear power plant.

We will be paying out **21 million plus, interest** per year, until 2028, at which time we will own 5% of the total energy generated from **some** power plant **somewhere** that **may** reduce our cost out of pocket by 30%. The question in my mind is how much will we have paid for that privilege by that time, and was it worth it? Apparently not by me, I'll be over eighty years old! (*Councilman Mercer stated the power agencies own 16% of that facility and we own 5% of the 16%*).

I was not able to find out what the original bonds sold for because I'm told it involved at least two entities and it just can't be determined exactly how much the original debt was. I did find out that Washington still owes 143 million 845 thousand dollars on that principle amount, and as stated before, we pay 21 million a year interest on the loan. The total for all 32 towns was originally somewhere in the trillion dollar range. I was told today that we own 5.8% of some power co. now from which we receive a million dollars profit back to this town of which **all goes to the general fund**, not back into the electric fund that would save us money! This boggles my mind!

At this time the wholesale cost, I was told, for our electricity is 9.7%. The markup rate on that is 13.2%. This information varies as to whom I ask the question. This brings me back to another point: Old electric wires and transformers cost us approx. 16% on our bill. They lose about that much due to the wires and transformers being so old. In other words, we lose that much energy before the electricity even gets to our homes. I am told we do not have enough money right now to make a dent in that problem. Perhaps if we cut spending on unnecessary projects and subsidies we could actually find the money to do that. Obviously, fixing this problem would save us 16% right away! Plus, if we could reduce that two Million Plus to NCEMPA every month, we would have enough money to fix that problem which really comes under the heading of replacing the old wires and transformers which has **got** to be done anyway!

Now on to what we can do about this. Since we have refinanced this loan twice already, we're not allowed to do it again! That is NCEMPA's rules and only tends to drag the problem out anyway. I would like to see a study done by NCEMPA, **at their expense**; a study that would help us make a decision about what we should do about this problem. There is another route I believe should be considered, that of going back to generating our own power. That would put people in our town back to work and we would not be in the death grip of an entity that we cannot control! There is a lot of money going to NCEMPA. If you add the monies being sent to them by the other 31 towns in the east, the amount becomes astronomical!

The Mayor of Elizabeth City had an interesting take on it. He said: "drop out and let NCEMPA sue us". I'm not proposing we do that, but it's a start on the conversation and says something about how frustrated we all are!

I would like to propose a question: How many of the town of Washington's citizens, of whom about 10% is out of work, and a great deal of them on the minimum rate pay scale, think that the executive director with this entity is worth \$535,000 a year, plus incentive pay? Why should he be living in the lap of luxury while we suffer?

I would like to see competition for NCEMPA. VEPCO could give us that, but because we're tied to this bond issue by a contract that requires us to buy 100% of our power from NCEMPA that seems to be remote until this bond issue is resolved. Or until such a time as the citizens of Washington get sick of the problem and demand NCEMPA and the current city council understand that we the people are no longer going to tolerate it!

I believe a Mr. Graham Edwards, who is the new chairman of the eastern power agents, representing NCEMPA, was here about a month ago and that he plans on coming back on March 10th. Will the public have access to **him** to ask our questions? Since we are paying the bills, I would think that would be a no-brainer!

The other question is: What are **you** the city council going to do about this problem? At this point, we the people want answers, not platitudes.

I'd like to thank the council and the press for listening. I'll see you back here at the next meeting, and so forth, until this problem is resolved to the satisfaction of the tax-payers of Beaufort County. **(end presentation)**

Mayor Jennings reminded Ms. Lay of the Town Hall meeting to discuss electric rates and other electric issues on April 26th.

PRESENTATION – WASHINGTON HOUSING INCORPORATED QUARTERLY REPORT

Gina Amaxopulos, Washington Housing Inc. updated Council on the Capacity Building Grant. The anticipated close out of this grant is November 2010. This was a \$75,000 grant for the purpose of administration and planning. Washington Housing Inc. had a budget of \$67,500 for the planning and has to date drawn down \$31,387.24. Some things that have been done to move forward with the development project are: attending and graduating from the Community Development Academy at Chapel Hill; we have to date worked with over 400 families with homeownership counseling. 15 families are in homes and 30 families are enrolled in the IDA program. Ms. Amaxopulos thanked Bianca Gentile for writing the Housing Development grant and it is anticipated this grant will be funded.

Brief recess – reconvened at 6:00pm

PUBLIC HEARING – CLOSE OUT OF THE FY07 CDBG GRANT (COMMUNITY REVITALIZATION)

Mayor Jennings opened the public hearing. Chris Hilbert, Holland Consulting Planners updated Council on the progress of the grant. The public hearing is part of the process of closing out the grant and approximately 95% of the funds have been drawn down from the state. The project areas are on 7th Street between Market and Respass Street. The 4" water lines were replaced with 8" water lines, sewer lines were replaced and the street was repaved. The second project area was on 6th Street between Bridge and Water Street. This project had 2" water lines and were replaced with 8" water lines as well as replacing sewer lines and repaving the street in that area. Four dwellings were acquired and demolished. Two owners were relocated and one tenant was relocated. In total seven houses will be demolished. The grant will not be fully closed out at the state level until this time next year. Mr. Hilbert stated there were no written formal citizen complaints for this program. The average total rehabilitation cost is approximately \$45,000 due to lead base paint and the need for a certified lead abatement contractor.

There being no comments from the public, the public hearing was closed.

ACCEPT – SITE SELECTION COMMITTEE RECOMMENDATION

Mark Recko, Washington Housing Authority stated he was one of the citizens serving on the Police Department Site Selection Committee. Mr. Recko thanked Bianca Gentile, John Rodman and Mick Reed for their assistance with this committee.

Mr. Recko reviewed the preferred sites selected for the Washington Police Department, in partnership with the City's Planning and Community Development department, walked through a facilitated, citizen-driven site selection review process per the location of the new police facility. The original Citizen-led Site Selection Committee's recommendation was included in the December, 2009 council packet for review. No action was taken on those recommendations, as 2 out of 3 sites were located within the 100 year flood zone, a deal breaker for the USDA loan.

At the January "Committee of the Whole" meeting council requested that the Committee re examine the site review process. Additionally, the site list was expanded to include council's recommendations. On February 23, 2010 a group of citizens met at City Hall. The site selection committee was presented with a list of 23 potential locations. Controlling for minimum lot size (2.5 acres) and presence in the 100 year flood zone, the list was reduced to 7 sites. Staff represented "flip chart flash cards" of each site highlighting the following site objective elements:

- Location
- Size
- Flood Zone
- Tax Value
- Owner

In order to ensure qualitative data was discussed for each site, committee members walked through a facilitated pro et contra, or 'pros and cons' discussion of each of the 7 sites. Ultimately, the sites were separated into 3 categories: Preferred, possible, and declined sites.

The preferred sites include:

Site recommendations	Preferred Potential	Declined
Existing ball fields	Former Nursing home	Current police facility
BCDC	Former Pecheles Toyota Site	
Herbert S. Perry		
Warren Airfield		

Preferred Sites Vitals and Pros/Cons

Site name	Pros	Cons
Site 2: Existing Ball Fields Location: West 31 Street Owner: City Flood Zone: 500 yr Size: 4.34 acres	No buildings on site, close proximity to Central Business District (CBD), City owned, no buildings, savings potential for fiber outlay	Takes away recreational space, site is currently used as a sewer reclamation area, close to sewer treatment plant
Site 9: Herbert Perry Senior Location: John Small/Hodges Owner: Herbert Perry Sr. Size: 4.10 acres Tax Value: \$50,000 Flood Zone: No	Not in flood zone, located in a visible area	Traffic is heavy, state road (city has no control over speed), single ingress/egress, close to school
Site 18: BCDC Location 1534 West 5th Street Owner: BCDC, Inc Size: 3.84 acres	Potential for building reuse, high visibility, close to CBD, accessible, serves community	Hwy 17 by-pass may cause congestion problems, traffic, price

Tax Value: \$868,611 Flood zone: 500 year		
Site 21: Warren Airfield Location: N. Market/Airport Owner: City Size: 5.00 acres Flood zone: no	Access is good, located in future growth area, city owns it, potential for expansion	Away from CBD, 15th and Market is a busy intersection

PRESENTATION BY DEE CONGLETON

Ms. Dee Congleton updated Council on the progress being made at the end of Market Street beside the Chamber of Commerce. Ms. Congleton stated about three weeks ago the tree was removed, clearing the view to the river. Over the years, this tree had outgrown its location and the roots had caused damage to the bricks and walkway. The Historic Preservation Commission approved the tree being removed. The Washington Area Historic Foundation will be replacing the tree in the drainage swale behind the Chamber. The replacement tree will be a Green Giant Arborvitae, the tree will have room to grow and expand and could be decorated for the Christmas holiday ceremonies. Ross Boyer, Pamlico Turf & Landscaping will remove the tree trunk and roots, remove old brick, level and replace the brickwork at the current location for \$3800. The Washington Area Historic Foundation has purchased a bench to be placed at this area. Mary Rudbeck of the Washington Garden Club stated they will purchase rose bushes and liriopie to be planted in this area. City staff as well as members of the Garden Club and WAHF pruned the crepe myrtles in this area.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council agreed to fund the repair of the brickwork at a cost of \$3800.

MAYOR’S COUNCIL FOR NEIGHBORHOOD BEAUTIFICATION

Mayor Jennings stated he would like to have Council’s blessing to form the Mayor’s Council for Neighborhood Beautification project. This would give everyone (Washington Garden Club, Washington Area Historic Foundation, etc.) a chance to work together throughout the year to beautify the City. Council could empower this group to manage this project. Then at Christmas this group could come together and work with City staff to decorate the City.

MID-EAST WORKERS

Councilman Mercer stated the Mid-East Commission received a substantial grant to supply workers to organizations at no charge. The Mid-East Commission will pay their salaries. This could be a great opportunity to have the downtown area cleaned up and benches and rails repaired and painted. Mr. Smith stated we are currently working with Mid-East with this program and have request in for additional employees. The employee can work up to forty hours a week for sixteen weeks for \$8.50 per hour. Susan Hodges, Human Resources Director stated we have six requests in for employees now. She further stated Mid-East is currently working on implementing a summer employment program as well.

DISCUSSION - STATUS OF CURRENT GRANTS

Bianca Gentile, Grants Coordinator reviewed the status of current grants including submittals, approvals and potential projects.

Application awards:

- USDA Loan/Grant application approved for construction of police facility. Offer good through 8-31-10 (loan: \$4,064,000 and grant: \$100,000). Department: Police Department.

- 2009 Fire Act Grant: Project tentatively awarded (awaiting award letter). Funds will assist with replacing 22 complete sets of turn-out gear. Total project: \$50,930, cities match: \$2,546. Department: Fire. Ms. Gentile noted the Fire Department received notification of the award of this grant.

Application Notifications:

- Urgent Repairs Program to NC Housing Finance Agency: proposed to use funds to make home repairs for seniors and low to moderate families. Project was not funded, highly competitive grant environment. Department: Planning and Development.

- CDBG Housing Development application: Project would allow Washington Housing Authority to purchase 14 lots to construct low to moderate income family homes while offering first time homebuyer education and credit counseling services. Total request: \$250,000 (no local match). Grant notification forthcoming.

Application Submittals:

- Historic Preservation Grant submitted to NC State Historic Preservation Office. This project proposes to use funds to develop a renovation plan and conduct a structural analysis for Old City Hall. Total Project: \$10,000/local match: \$4,000. Department: Planning and Community Development. Application pending.

- NC Governors Crime Commission/Criminal Justice Improvements: Project renewal submitted 1-20-10. Funds will be used to continue with Project Next Step an additional two years. Total project: \$69,370/city match: \$17,342. Department: Police. Application pending.

- National Telecommunications and Information Administration (NTIA) is disbursing \$7.2 billion in American Recovery and Reinvestment Act for broadband projects. Brown library was asked to partner on a state application with the NC Library System. The state system is proposing to use funds to assist job seekers, deploy broadband, and increase access to computers/internet. There is no city match required as The Bill and Melinda Gates Foundation will match the state's application. Application is due: 3-15-10 (second and final round of funding). Potential impact on City's library: \$30,086. Department: Library. Application pending.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council approved the submittal of the Library grant to assist job seekers, deploy broadband, and increase access to computers/internet. There is no match required on the City's behalf.

Potential projects:

- NC State Energy Office Student intern: Local government offers internship program for students studying public administration or public policy. Internship will focus on planning and/or implementing energy efficiency and/or renewable energy program and policies directed at the

local government or broader community. Two semester long internships, total request: \$30,000/City Match is staff time only/oversight (cost YTBD)

By motion of Councilman Moultrie, seconded by Councilman Pitt, Council authorized the seeking of a grant for two interns of which will be using the Duke model on minimum housing for their work plan.

- Recovery Zone Economic Development Bonds: An ARRA Build American Bond subset. Bonds can be used for private or public use to finance nearly any capital expenditures that promotes economic development or economic activity in the recovery zone. Potential municipal use: public infrastructure (roads, water, sewer, storm water), industrial and small business development, public buildings. Step one: Designate area as a recovery zone. Ms. Gentile noted this item is listed later on tonight's agenda.

- Main Street Energy Fund: The State Energy Office is set to release a Request for Proposals in near future. Program is designed to assist NC Main Street municipalities with energy upgrades in the central business district. Up to \$250,000 available for interested small business owners and municipalities. Currently, running an ad on the Public Access Channel to inform citizens of potential funding availability and will request Technical Assistance (no cost to the City) for proposal development.

Ms. Gentile noted the Inner Banks Arts Studio, Civic Center and Estuarium are interested in applying for these funds. Ms. Gentile also noted the property owner would match the funding by 50%. She is requesting permission to supply technical assistance with the RFP. The only match required would be if the Civic Center was awarded the grant as it is a City owned building. Councilman Mercer noted Council needs to be fully cognizant of the potential matches for the potential grants.

By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council authorized Ms. Gentile to provide technical assistance with the RFP for this grant project.

- Compact Fluorescent Light bulb (CFL) Drive: Using ElectriCities annual donation in conjunction with the municipality's marketing dollars we could host a CFL recycling drive where utility customers trade old light bulbs in for the more energy efficient CFLs. Martin County Community Action Agency and ElectriCities may be able to donate promotional and educational materials. May be able to bring the CFL drive on the road to the April 26th "town hall" meeting. Keith Hardt, Electric Utilities Director stated he could contribute \$1000 from his budget. Ms. Gentile noted some marketing funds could be used to purchase the CFLs at a discounted rate. We could limit the number of exchanges per citizen. Council suggested Ms. Gentile to determine how many CFLs could be purchase for \$5,000.

Allen Lewis, Public Works Director reviewed the grants for the extension of 16" water lines from the Industrial Park to Beaufort County water tower to serve Flanders Filters. The City was awarded a CDBG grant in the amount of \$336,600 with no match required as well as a Rural Center grant in the amount of \$383,436 with a match of \$17,054. The grants will close out at the end of the month and at the April 12th meeting action will be taken to formally close out the grants.

Mr. Lewis explained he had just received notification prior to tonight's meeting, that the City had been awarded the grant for the roll out carts. A council action item will be on the April 12th agenda to accept the agreement.

Mayor Pro tem Roberson suggested that for projects that aren't funded, we need to find out from that agency as to why we aren't funded.

Council discussed various grant opportunities, such as the Gold Leaf Foundation. Mayor Pro tem Roberson stated he would discuss these possibilities with Ms. Gentile.

AUTHORIZE – CONGRESSIONAL LETTER OF SUPPORT BY MAYOR JENNINGS

Mayor Jennings reviewed the letter requesting Congressional support on behalf of a proposal submitted to NC Dept. of Crime Control and Public Safety to the Department of Homeland Security's competitive grant opportunity entitled "FY 2010 Emergency Operations Center Grant Application" the \$457,000 request will be used to construct an Emergency Operations Center within the new municipal police facility.

By motion of Councilman Davis, seconded by Councilman Pitt, Council authorized the Mayor to send a letter requesting a Congressional Letter of Support for the FY 2010 Emergency Operations Center Grant Application

HUMAN RELATIONS COUNCIL (HRC) REPORT

Brotherhood/Sisterhood Month & 'Taste of Washington'

Event was held on Thursday, February 25, 2010 from 6 -8 pm. Participation from the following establishments:

Mazatlan
Nana's & Papa's Diner
Moore's Sweets
Catering by Cake
Wal-Mart
Foodlion

Council members in attendance were Councilman Pitt and Councilman Moultrie. County Commissioner Ed Booth attended along with City Manager, James Smith. There was great participation from residents, law enforcement officials and past Council member Richard Brooks. This event created an environment where the citizens of Washington could speak with our community leaders. Much enthusiasm was generated from HRC board members when observing the participation and intermingling with the community that they planned to host it next year if possible.

Proclamation-Ed (Edward) Peed Day

Edward Peed was the first known fire fighter to die in the line of duty in North Carolina. The celebration was held on Saturday, February 20, 2010 at Fire Station #1. Members of City Council included Mayor Jennings, Councilman Pitt and Councilman Mercer. James C. Smith, City Manager attended as well.

JANUARY-FEBRUARY TOURISM DEVELOPMENT REPORT

TDA BOARD

* The TDA adopted a resolution to protect the room occupancy tax. Federal legislation is being proposed exempting online travel companies from paying occupancy taxes. This could be detrimental to local governments and tourism entities who benefit from the tax.

* The TDA awarded a grant to the Beaufort County Arts Council to assist in the marketing and promotion of the upcoming Beaufort County Music Festival, April 9-11.

MEETINGS

* Tourism Development Director (TDD) participated in the Northeast Region State of the Region annual meeting in February. Department of Cultural Resources Secretary Linda Carlisle spoke about the important role of heritage tourism and the arts to the region.

* TDD attended a meeting to discuss joint marketing efforts for communities along Highway 17. This discussion is not new, but new ideas are slowly taking shape. An event is being coordinated for May that is in honor of Highway 17 being named the military highway.

MARKETING

* Three new billboards encouraging travelers to continue on Business 17 will be in place prior to the opening of the bypass in March. Two will be prior to the "decision point" south of Chocowinity and one will be north of the "decision point" north of Washington.

* Met with Eye Integrated to discuss ad campaign for FY10-11. We plan to introduce some new ideas to breathe new life into our existing marketing efforts.

*A print ad is presently running in Our State magazine.

*Met with Catherine Glover, Joey Toler, Beth Byrd, and Scotty Henley to discuss ways to work more cohesively and possible cross promotion for upcoming events and activities.

*Search engine optimization and newsletter template are almost complete. This will end the work being done by Synergy Point for the website that was launched in November.

*I attended a mini-tourism summit held in Greenville, hosted by the Eastern Region. This was a great opportunity to learn about trail promotion, agri-tourism and sustainable tourism in the area.

MISCELLANEOUS

*A 10K race is scheduled for May 8 that will utilize portions of Business 17 and the Pamlico Tar River Bridge. This project has been a joint effort between local agencies and NCDOT. This will be an annual event hosted by the WTDA. By offering a certified course, the event is anticipated to grow each year by attracting serious competitors as well as locals.

*As the president elect for the North Carolina Travel Industry Association, I have been involved with the planning for the upcoming annual meeting in conjunction with the Destination Marketing

Association of North Carolina. I am responsible for utilizing the valuable resources available at ECU as presenters for the conference.

* Contact has been made with departments at East Carolina University to help with interior improvements and upgrades for the Civic Center. As wallpaper and other finishes need to be replaced after 20+ years of wear, ECU students will help to develop interior design options that can be followed as the budget allows for improvements to be made.

DOWNTOWN WASHINGTON ON THE WATERFRONT (DWOW) REPORT

Downtown Merchants/Restaurateurs

Chief Mick Reed met with the downtown merchants at the February 9, 2010 Merchant Meeting. The parking situation downtown was discussed. Some merchants feel that the 2 hour parking restriction does not allow enough time for consumers to stay downtown to eat and shop. Different scenarios were discussed that might possibly fix that situation. The merchants fully endorsed the idea that DWOW go before Council to inquire into the possibility of changing the 2 hour restriction to 3 hour. The DWOW board did not meet during the month of February but Beth Byrd will seek the Board's approval to move forward with this project at the March 17 Board Meeting.

Music in the Streets

After seeking feedback from a broad range of the community it was decided to proceed with the season of Music in the Streets. Committees are being formed and logistics are being reconstructed.

DWOW Design Committee

Spring Cleanup Day is planned for Sat. March 27. Rain date Sun. March 28. This is a day when the Washington Garden Club, the Washington Historic Foundation, DWOW and other volunteers come out to spruce up our Downtown from the river to Main and Market Streets.

Movies in the Park

Details have not been formalized but DWOW is trying to work out the feasibility of bringing "Movies in the Park" Series to downtown Washington. The movies would be free to the public and would encourage the community to come downtown, perhaps purchase or bring a picnic dinner and relax and enjoy a movie. We would hope to present 6 or 7 movies throughout the series. More details will follow.

APPOINTMENT – TO THE ECONOMIC DEVELOPMENT COMMISSION TO FILL THE EXPIRED TERM OF LENTZ STOWE, WITH A TERM TO EXPIRE DECEMBER 30, 2012

By motion of Councilman Mercer, seconded by Councilman Davis, Council appointed Lentz Stowe to the Economic Development Commission with a term to expire December 30, 2012.

APPOINTMENT – AN EX-OFFICIO MEMBER ON THE CHAMBER OF COMMERCE BOARD

Mayor Jennings stated he was prepared to fill this position. By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council appointed Mayor Jennings as an ex-officio member to the Chamber of Commerce Board.

By motion of Councilman Moultrie, seconded by Councilman Pitt, Council appointed Mayor Pro tem Roberson as the alternate ex-officio member to the Chamber of Commerce Board.

POWER AGENCY REPRESENTATION

Councilman Mercer discussed the City's representative for the power agency. There is a great deal of discussion at this time regarding the activity of the eastern power agency and the makeup of its board. He asked if Council would prefer to have an elected official in this position instead of a staff member. Mayor Jennings stated Keith Hardt, Electric Director is the member, while Councilman Mercer and the City Manager are alternates. Jim Smith, City Manager noted that only the member can speak at the meeting. He stated Mr. Hardt brings a great deal of value to the board. Councilman Pitt reiterated that sentiment. Mayor Pro tem Roberson suggested Mr. Hardt bring a one page summary regarding this item to the April 12th meeting.

Council convened for a short recess and reconvened at 7:30pm

REPORT –NORTHGATE SUBDIVISION

John Rodman, Planning Director presented a history of the Northgate Subdivision. In 2002 and as a result of Hurricane Floyd, the City of Washington, in conjunction with Northgate Development, LLC (Northgate), was awarded a grant in the amount of \$1,620,000 under the Crisis Housing Assistance Program from the North Carolina Department of Crime Control and Public Safety through the North Carolina Redevelopment Center. The grant funds were used to construct infrastructure improvements consisting of water, sewer, streets and drainage improvements to vacant lots through Northgate Subdivision. Of the 162 projected lots, the developer originally was required by the grant to convey 81 lots with homes constructed thereon to Hurricane Floyd victims. The requirements of the grant have been modified over time by the granting agency to require, among other things, conveyances to low to moderate income (LMI) persons, instead of Hurricane Floyd victims, as the benchmark for grant compliance.

Furthermore, the number of lots required to be sold to LMI has been decreased by the granting agency from 81 to 32 lots. To date, 18 lots have been confirmed as qualifying conveyances to LMI, leaving 14 additional sales to LMI being required. The build out date for the Northgate project and the expiration date for the grant originally was October of 2007. The granting agency granted a first extension of that deadline to December 31, 2009. In November of 2009, the City and Jason Briley, Manager of Northgate, requested, among other things, a second extension of the project. The State has granted a second extension of the project to December 31, 2010, contingent upon the City and Northgate reaching an acceptable agreement regarding compliance with the grant and a source for recapture of grant funds if the grant requirements are not met. A \$250,000 Letter of Credit from Northgate had been established as a source for recapture of grant funds (measured at \$10,000/lot) to cover any lots that were not sold to LMI up to the number of 32 (there were 7 qualifying conveyances at that time). However, that Letter of Credit expired on March 1, 2010. As part of the agreement for the second extension of the project, a new \$140,000 Letter of Credit is required in order to provide a source for the recapture of \$10,000 for every lot that is not sold to LMI, up to 32.

We are asking the City Council to consider accepting/ratifying the Letter of Credit from Northgate and authorizing the City Attorney or the City Manager to effectuate the City's authority thereunder in accordance with its terms at the appropriate time if it becomes necessary.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council accepted and ratified the Letter of Credit from Northgate and authorized the City Attorney or City Manager to effectuate the City's authority there under in accordance with its terms at the appropriate time if it becomes necessary.

Council also instructed Mr. Rodman to send a letter to Mr. Jason Briley regarding the status of installation of sidewalks at the subdivision.

ADOPT – RESOLUTION DESIGNATING THE CITY OF WASHINGTON AND ITS EXTRATERRITORIAL JURISDICTION A 'RECOVERY ZONE'

Bianca Gentile reviewed background information on Recovery Zones. In February, 2009 in an attempt to address the worsening of the national economy, the United States Congress passed the American Recovery and Reinvestment Act of 2009 (ARRA). ARRA created new tax credit bonding vehicles and broadened considerably the types of projects which may be financed by Economic Development Corporations (EDC) bonds both of which are designed to spur economic development throughout a "recovery zone" .

One of these new bonds is called the Recovery Zone Economic Development Bond. These bonds are for public project to be built within a 'Recovery Zone', which is defined as an area designated by the local government entity has having significant poverty, unemployment, and general distress. Interest generated by these public bonds is taxable. Any public entity issuing bonds under this program will be given an advanced tax credit equal to 45% of the interest earned on the bonds. This amount is paid annually to the government bond issuer. As a point of comparison, traditional tax-free government bonds typically save government issuer about 35% of the interest costs on the bond.

Government entities who wish to participate in either the Recovery Zone Economic Development Bonds must designate a 'Recovery Zone' for the program. 'Recovery Zones' are defined as areas experiencing high unemployment, high poverty and general community distress. Given the poor economy, the entire geographic area of the City of Washington, including its extra-territorial jurisdiction, is eligible to be designated as a 'Recovery Zone'. Current figures from the U.S. Bureau of Labor indicate that the County's unemployment rate of 11.9% is nearly a whole percent higher than the state average. Moreover, in 2008 the City of Washington's individual poverty rate was 36.8%, while the state average was 39.6% lower or 14.6%.

Approval of the proposed Resolution designating the entire City and its ETJ as a 'Recovery Zone' will permit the bond program to be further explored in the name of increased economic development and public facilities financing in the City of Washington.

A motion was made by Councilman Davis and seconded by Councilman Pitt to adopt a resolution that designates the City of Washington and its extra-territorial jurisdiction as a "recovery zone". Councilman Mercer voiced concern over issuing general obligations bonds without the vote of the people. Mayor Pro tem Roberson voiced concern over this issue as well. Mayor Jennings stated the designation opens the door to a lot of different strategies, but does not commit anything.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council continued this item until April 12th. Councilman Davis voted against continuing this item.

ADOPT – RESOLUTION FIXING DATE FOR PUBLIC HEARING ON THE NON-CONTIGUOUS SATELLITE ANNEXATION OF LJ’S BODY SHOP INC.

John Rodman, Planning Director stated that as of this date the City does not have a written annexation policy. This is something the Planning Board will be working on. We have an understanding that if someone requests City services then we ask that person to submit a petition for annexation. This property is approximately 2.9 acres outside of our ETJ. We have reviewed the cost benefit for annexing this property. We are not allowed to exercise our land use control outside of our ETJ even if it is annexed. It is not required to accept the annexation request. It is staff’s recommendation that we do not exercise the annexation petition at this time. Mr. Smith noted another alternative similar to the agreement with Whichard’s Beach. This would allow the City to “call” the owner and the annexation would be effective at such time. The sewer and water would be sold at double the rates for outside rates.

By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council instructed the City Manager to draft an agreement with this property owner similar to the one with Whichard’s Beach regarding voluntary annexation.

APPROVE AND AUTHORIZE – DIRECTOR OF PARKS AND RECREATION TO EXECUTE WATERFRONT DOCKING AGREEMENT WITH THE LITTLE WASHINGTON SAILING CLUB

Philip Mobley, Parks and Recreation Director stated on January 19, 2010, City Council approved the proposal from The Little Washington Sailing Club (LWSC) to use a Free Dock to attach their floating dock for their program for the 2010 Season. However, during the presentation, LWSC failed to mention the desire to also dock (2) chase boats on the outside of the floating dock for their program. This is the Docking Agreement for the 2010 Season and includes the addition of the (2) chase boats. The Washington Recreation Advisory Committee has reviewed and approved the changes in the proposal and this proposed Waterfront Docking Agreement for The Little Washington Sailing Club.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved and authorized the Director of Parks and Recreation or his designee to execute the Waterfront Docking Agreement with the Little Washington Sailing Club, subject to the necessary corrections to be made by the City Attorney.

(copy attached)

APPROVE AND AUTHORIZE – DIRECTOR OF PARKS AND RECREATION TO EXECUTE WATERFRONT DOCKING AGREEMENT WITH PAMLICO MARINE SERVICES LLC (SEA/TOW)

Philip Mobley, Director of Parks and Recreation stated staff and the City Attorney have been working with Pamlico Marine Services LLC to update the Waterfront Docking Agreement for Pamlico Marine Services LLC. The Washington Recreation Advisory Committee has reviewed and approved this proposed updated Waterfront Docking Agreement for Pamlico Marine Services LLC.

By motion of Councilman Davis, seconded by Councilman Pitt, Council approved and authorized the Director of Parks and Recreation or his designee to execute the Waterfront Docking Agreement with Pamlico Marine Services, LLC and further authorize the Director of Parks

and Recreation or his designee to negotiate, enter and execute future Waterfront Docking Agreements with Pamlico Marine Services, LLC so long as such future Agreements are substantially similar to the Agreement approved hereby and Council receives an annual report concerning the relationship with Pamlico Marine Services, LLC, including a notice regarding the intention to enter and term for such future Agreements.

(copy attached)

ACCEPT – SEWER ASSESSMENT REVIEW COMMITTEE RECOMMENDATIONS (PAGE 85)

Councilman Mercer stated the committee has met and reviewed this issue regarding Runyon Hills, Slatestone Hills, Macswoods sewer assessments. The Sewer Assessment Review Committee recommends the City write-off assessments that are outstanding for more than ten years and assessments for property that was sold without a lien perfected.

The recap and detail of Runyon Hills, Macswood, and Slatestone Hills assessments is below:

In summary:

\$ 5,702 Current and making payments

38,955 Write off

3,630 Delinquent, foreclose < 10 years

48,287 Total

1. Property owner (1) had two properties held in abeyance that were sold and Committee is recommending writing off. Property owner also had two properties that assessments were paid in March of 1999.
2. Property owner (2) had an assessment held in abeyance and is not making payments. A lien is attached. Owner also has a property that was not held in abeyance, lien attached, with the full balance due and Committee is recommending writing off.

Matt Rauschenbach informed the Committee that the City has no recourse under our fidelity bond insurance for the former City tax collector. The insurance does not cover errors and omissions and there is no covered cause of loss (fraudulent activity, theft, etc.). Failure to follow sound business practices in performing a job is not an insurable event.

There is no immediate financial statement impact of writing off \$38,955 that the Committee is recommending because receivables are 100% reserved until payments are made and revenue is recognized at that time. However, there is a lost opportunity for future revenue to offset the capital expenditure of this project that the Sewer fund has already paid for.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council accepted the recommendation of the Sewer Assessment Committee and will write off \$38,955 for the accounts that the statute of limitations have expired as of October 2009. The four remaining properties that had liens properly placed on them will be assessed annually.

Mr. Smith asked if this would be the policy for any future cases that may arise. Councilman Mercer requested that other such cases be discussed on a case by case basis. Mayor Pro tem Roberson requested the memo from the City Attorney regarding sewer assessments be attached to the minutes.

(copy attached)

**AUTHORIZE – MAYOR TO ENTER INTO PROPOSED JOINT/USE AGREEMENT WITH
BEAUFORT COUNTY BOARD OF EDUCATION (KUGLER FIELD)**

Mr. Smith noted in his background information that many years ago, the Kugler family donated a large parcel of land located in the City's east end to the Washington School district for use by the community for athletic events. The donation transferred to the Beaufort County Board of Education when the County and City districts merged. The City of Washington operated Kugler Field for the benefit of the community for many years, facilitating its use by several entities including the Board of Education baseball, soccer, football and various athletic leagues. In recent years, school athletic programs have moved to Washington High School and other school campuses rather than utilizing Kugler Field. Two years ago, the school superintendent entered into an agreement with the Washington Youth Football League authorizing their exclusive use of Kugler Field during the league's football season. The City continued to operate and maintain Kugler during the balance of the year, primarily for the use of the church softball leagues as well as some youth baseball practice. The City has offered to assume ownership and operation responsibilities for Kugler Field. However, the Board of Education has indicated it wishes to retain ownership. The proposed agreement lays out the terms of the City's use of Kugler Field between April 1st and August 9th annually and recognizes the Board of Education's intent to authorize third parties to utilize Kugler Field at other times. It also contains miscellaneous provision with regard to maintenance and liability.

Councilman Mercer noted this item has been discussed numerous times and is ready to be approved.

By motion of Councilman Mercer, seconded by Councilman Davis, Council authorized the Mayor to enter into the proposed agreement with Beaufort County Board of Education for the joint use of Kugler Field.

(copy attached)

**AUTHORIZE – MAYOR TO ENTER INTO JOINT USE AGREEMENT WITH
JOHN COTTEN TAYLOE**

Mr. Smith noted in his background information that the City relocated the Junior Babe Ruth League field from West 2nd Street to John Cotten Tayloe School about 25 years ago, because the Electric Department needed that area for a sub-station. The City, then, developed another (softball) field with assistance from the girls softball league. In 2000, when the Sports Complex was built, all youth baseball and softball programs moved to the Complex, but the "old" fields, including the John Cotten Tayloe fields, remained practice fields for youth sports including softball, football, and soccer. The John Cotten Tayloe fields also remain the home of the adult women's softball league. City Staff supports the Joint Use Agreement with Beaufort County Schools for John Cotten Tayloe softball fields because of the need for practice fields for youth sports and playing fields for adult women's softball.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council authorized the Mayor to enter into the proposed agreement with Beaufort County Board of Education for the joint use of John Cotton Tayloe Softball Fields.

(copy attached)

911 OPERATIONS

Councilman Mercer stated that on numerous occasions we have discussed the County taking over the answering of 911 calls and feels it is time we finalize the agreement with the County, with the City retaining dispatch capacity. The City would purchase one additional console to be placed in the County Communications Center at an approximate cost of \$50,000 and pay the salary of an additional telecommunicator at a salary of approximately \$40,000. Once the transfer is made the County would then receive the 911 surcharge funds. Councilman Mercer made the motion to authorize the County to take over the answering of 911 calls for the City subject to the outlined conditions. The motion was seconded by Mayor Pro tem Roberson. Mr. Smith stated a significant budget appropriation should be made before this could take place. Discussion regarding 911 surcharge funds. Chief Mick Reed stated this will delay the process of dispatching emergency services when the County accepts the 911 call and then transfers the call to the City. The City will be responsible for maintaining communication throughout the length of the call.

Councilman Pitt stated as someone who does this on a daily basis as a telecommunicator, we(the City) needs to maintain separate services. He further suggested Council take a field trip to see what occurs at each communications center, so they would have a better understanding. Chief Robbie Rose stated when responding to a 911 call, time is of the essence, Telecommunicators are the lifeline to an emergency call. Council reviewed the letter from County Manager, Paul Spruill regarding the County taking over the answering of 911 calls that was included in the February 2, 2010 agenda.

The motion was restated: Councilman Mercer made the motion to authorize the County to take over answering of 911 calls for the City subject to the outlined conditions(purchase one additional console to be placed in the County Communications Center at an approximate cost of \$50,000 and pay the salary of an additional telecommunicator at a salary of approximately \$40,000). The motion was seconded by Mayor Pro tem Roberson. Motion passed 3-2. Voting for the motion: Councilman Mercer, Councilman Davis and Mayor Pro tem Roberson. Voting against the motion: Councilman Moultrie and Councilman Pitt.

ADOPT – BUDGET ORDINANCE AMENDMENT TO UN-APPROPRIATE FUNDS IN THE GENERAL FUND AND APPROPRIATE THEM IN E-911 SPECIAL REVENUE FUND (\$10,756)

The upgrades to the E-911 phone system enabled the City to regain PSAP (Public Safety Answering Point) compliance. Seventeen months of past funding (\$105,364) was restored in the last fiscal year and \$6,198 per month for the current year is being received (\$74,374 annually). The total upgrade cost for equipment was \$88,502 with \$77,746 currently being paid out of the E-911 Special Revenue Fund and \$10,756 being funded by the General Fund. Recently, City staff learned that some expenses to be paid by the General Fund are eligible for payment from the E-911 Special Revenue Fund. Thus, we are requesting to un-appropriate \$10,756 from the General Fund and appropriate the same amount in the E-911 Special Revenue Fund.

Councilman Mercer felt this money should stay in the General Fund. Chief Reed stated we will not be required to give any funding back that has already been received, but will lose any future funding from the 911 surcharge fees.

By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council adopted a budget ordinance amendment in the amount of \$10,756 to un-appropriate funds in the General Fund and appropriate them in E-911 Special Revenue Fund. Voting for: Mayor Pro tem Roberson, Councilman Davis, Councilman Pitt; against: Councilman Mercer, Councilman Moultrie.

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-91 1 Surcharge Fund be increased in the amount of\$ 10,756 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\$ 10,756 to provide funds to finish paying for the wireless upgrade.

Section 3. That the Estimated Revenues in the General Fund be decreased in the amount of \$10,756 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 4. That account number 10-10-4311-7400, Capital Outlay, E-9 11 portion of the General Fund appropriations budget be decreased in the amount of\$ 10,756 to un-appropriate funds.

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

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

Adopted this the 8t day of March, 2010.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

AUTHORIZE – CITY MANAGER TO EXECUTE AGREEMENT WITH SOUTHEASTERN POWER ADMINISTRATION (SEPA) FUNDING

Keith Hardt, Electric Utilities Director stated the City of Washington is one of 76 participating customers in the Kerr-Philpott hydro generation project (located on the North Carolina-Virginia border) owned and operated by the Southeastern Power Administration (SEPA). As a participating customer the City of Washington is allocated a portion of the project output. Less than 1% of Washington's total wholesale purchases are from SEPA and this project.

From time to time SEPA reviews capital needs at the project. When capital needs are identified and approved by the SEPA Project Review Committee the participants in the project are requested to voluntarily agree to the funding allocation of the project. This project agreement will in no way affect the cost of power purchased by the City of Washington from SEPA for any current purchases or any future purchases. This agreement allows SEPA to allocate a portion of the current net revenues generated from the City of Washington electricity purchases to the specific

approved project(s). These agreements are required to be place by SEPA so that federal projects spanning more than one federal fiscal year budget can be funded in their entirety from multiple years revenue.

The approval or disapproval by City Council will not affect the City of Washington's cost of power from SEPA or delay SEPA's completion of the project; only that SEPA's net revenue allocation will be distributed based on the allocation of those participating customers that approved the project.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council voted to not participate in the SEPA agreement.

MAIN STREET TRAFFIC FLOW

Councilman Mercer discussed the possibility of changing the alignment of Main Street and Gladden Street, the cost to repair the curb and gutter and sidewalk at this location would be \$26,000. He suggested to temporarily barricade this turn to change the flow pattern. The second area of concern is located at Havens Gardens(Park Drive & Main Street) at a very severe angle. He further suggested temporarily barricading this area as well to realign the traffic flow at this location as well. Mr. Smith suggested we could possibly remove the asphalt at the Havens Garden location. Allen Lewis, Public Works Director will discuss this issue with NCDOT as well as review the turning radius at Park Drive and report back to Council at the Committee of the Whole meeting.

AIRPORT ADVISORY BOARD

Mayor Jennings stated he would like to implement an Airport Advisory Board (not an Airport Commission like in the past). The board would have five members, 3 in the City and 2 at-large members. Council would appoint a liaison to the board. Members should be engaged in airport businesses or airport related businesses.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council authorized the City Clerk to advertise for positions to serve on the airport advisory board.

CLOSED SESSION - UNDER NCGS 143-318.11(A)(3) ATTORNEY/CLIENT PRIVILEGE, NCGS 143-318.11(A)(6) PERSONNEL, NCGS 143-318.11(A)(5) POTENTIAL ACQUISITION OF REAL PROPERTY OWNED BY ANNIE MAYO AND SAMUEL MOORE ADJACENT TO THE MCCONNELL COMPLEX FOR RECREATION PURPOSES AND NCGS 143-318.11(A)(7).

By motion of Councilman Pitt, seconded by Councilman Davis, Council entered into Closed Session under NCGS 143-318.11(a)(3) Attorney/Client Privilege, NCGS 143-318.11(a)(6) Personnel, NCGS 143-318.11(a)(5) Potential acquisition of real property owned by Annie Mayo and Samuel Moore adjacent to the McConnell Complex for recreation purposes and NCGS 143-318.11(a)(7).

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council agreed to come out of closed session.

PS JONES CONCERT –APRIL 17th

Mayor Jennings stated PS Jones is requesting the \$105 amplification fee be waived for this event. Councilman Davis stated we shouldn't be waiving fees, that maybe we could pay it out of Council's budget.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council authorized the payment of the \$105 amplification fee being charge to PS Jones from the Council's budget.

WASHINGTON HIGH SCHOOL WRESTLERS

Mayor Pro tem Roberson would like Justin "Weasel" Moore and Marquin Hill to be recognized for winning state wrestling titles. Council will recognize them at the Committee of the Whole meeting.

ADJOURN

By motion of Councilman Pitt seconded by Mayor Pro tem Roberson, Council recessed the meeting until March 22, 2010 at 5:30pm in the Council Chambers at the Municipal Building.

(Subject to the Approval of the City Council)

**Cynthia S. Bennett
City Clerk**

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

March 22, 2010

The Washington City Council met in a continued session on Monday, March 22, 2010 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Gil Davis, Councilman; Jim Smith, City Manager; Cynthia Bennett, City Clerk; and Franz Holscher, City Attorney

Also present were: Matt Rauschenbach, Chief Financial Officer; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Planning Director; Keith Hardt, Electric Director; Philip Mobley, Parks & Recreation Director; Mick Reed, Police Chief; Ray Midgett, Information Technology Director; Mike Voss, of the Washington Daily News and Delma Blinson, of the Beaufort Observer.

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

APPROVAL/AMENDMENTS TO AGENDA

Councilman Davis added Softball League Tournament discussion as item 1a.

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

PRESENTATION – WASHINGTON HIGH SCHOOL ALL-STATE WRESTLING CHAMPIONS

Mayor Jennings honored wrestlers Justin “Weasel” Moore and Marquin Hill for winning state wrestling titles. Mr. Justin Moore, a senior who is the Pam Pack’s all-time win leader with a 164-19 record, won the 171-pound Class 3-A title. Mr. Marquin Hill, a junior who holds a 114-28 career record, won the 285-pound title. Mr. Moore and Mr. Hill were accompanied by WHS principal Russell Holloman and WHS coach Dan Riggs.

DISCUSSION – SOFTBALL LEAGUE TOURNAMENT

Representatives from the Softball League came forward to address Council concerning the upcoming Relay for Life Softball tournament. It was stated a travel ball tournament would be coming to Washington and there have been some adjustments in the number of teams playing. The representative would like to request financial assistance from the City concerning the fee structure for use of the McConnell Softball Complex. Mayor Jennings informed Council that all the proceeds from this event would be going to ‘Relay for Life’ and also advised that this year the tournament is down from 22 teams to 11 teams.

Councilman Mercer inquired as to the usage of the complex with 11 teams. If space was reduced then it would reduce the staff preparation time, if that is the case, he would request a revised use fee for the facility. Councilman Pitt inquired as to the length of time for the planned event. Mayor Pro tem Roberson asked how much are the fees now and Council was informed that the original fee was \$770 for 20-25 teams.

By consensus, Council agreed to pay for half or no more than a maximum of \$385 from contingency and from the original fee structure.

DISCUSSION – INTERSECTION OF WEST MAIN STREET & STEWART PARKWAY AND EAST MAIN & PARK DRIVE

Public Works Director, Allen Lewis provided Council with an update regarding the temporary closing of some turning movement at the above mentioned intersection. Mr. Lewis explained that the city doesn't currently have any jersey type barriers but did check on the prices, both to rent and/or purchase. Plastic, water-filled barriers rent for \$15/foot/month and would require a minimum of 48 feet at this intersection or \$720. They sell for approximately \$500 each (6 feet long) but could be used several times throughout the course of a year on various project/events.

The short radius at this intersection is also an issue, less than 5 feet. Anything larger than a full size passenger vehicle or truck will have difficulty making this turning movement without crossing the center line of Stewart Parkway. Mr. Lewis stated if necessary, they can erect a "No Right Turn Trucks" sign to prevent this from being a possible conflict. In the March 8th meeting it was mentioned that some Fire Department apparatus would need a minimum of a 24 feet radius. In order to install that size radius, the traffic signal standing in the quadrant will need to be relocated. There would be quite a bit of work involved due to the electric service for the light. The concrete work alone, curb and gutter and sidewalk will cost approximately \$26,000. Mr. Lewis explained that the intersection on the east end of Main Street near Park Drive and Hudnell Street has an opening of slightly more than 90 feet and will take a minimum of 15 jersey type barriers.

The turning radius in the southeast quadrant is less than 15 feet and since Park Drive is NC 32, a state-maintained highway, NCDOT will need to be involved. At a minimum, there is a traffic signal pole that will have to be relocated and the radius mentioned above will need to be increased. The proximity of this end of Main Street to the railroad track will necessitate coordination with Norfolk-Southern Railway.

Councilman Mercer suggested when he mentioned this last month; the concept was to pursue temporary closings with wooden barricades and doesn't understand how we arrived to concrete work and jersey type barriers as a

necessity. Mayor Jennings stated he does not want to see the barricades for months and months like we have at the bridge on Brown Street.

Mayor Jennings and Council directed Mr. Lewis to gather more data regarding both intersections. Options and action will be addressed at the regular Council meeting in April.

DISCUSSION – INPUT FROM WASHINGTON ELECTRIC UTILITIES ADVISORY BOARD

Chair of the Washington Electric Utilities Advisory Commission, Ric Miller addressed Council and shared that reliability of service in the Bath area has improved. Mayor Jennings stated that Council would appreciate if the Advisory Commission could attend the Town Hall meeting on April 26. Mayor Jennings also stated there will be representatives from ElectriCities.

Items of interest for the Town Hall Meeting

- Energy Depot on line
- Have check list for customers (hand out and in electric bills)
- Compact fluorescent lights (CFL)
- Energy efficient appliances
- Using Space Heaters
- Reading meters
- Programmable thermostat for heating and water heaters
- Shut down computers
- Presentation for Load Management Systems
- Build a campaign
- Public housing
- ElectriCities discount on light bulbs
- Implementation of a Conservation Program
- Off peak and On peak energy
- Tutorial on reading the utility bill (water & sewer piece included on the bill)
- Study provided and will show background on how we arrived at where we are now
- Invite Ken Raber

DISCUSSION – AGENDA FOR NEIGHBORHOOD/TOWN HALL MEETING

Mayor Jennings stated he combined this discussion with the input from Washington Electric Utilities Advisory Board. Councilman Moultrie would like to see the advertising piece included in the above and Councilman Mercer would like to see a break out session where Council and members of the Advisory Board can speak with the residents.

DISCUSSION – FINANCIAL REPORTS

Chief Financial Officer, Matt Rauschenbach recapped the financial report summary. Mr. Rauschenbach addressed Councilman Mercer's observations by reviewing the technique used in acquiring the numbers. Mayor Pro tem Roberson had a concern with the investment earnings on the revenue side sharing the projection of \$75,000 and we only made \$945, how do we close the gap. Mr. Rauschenbach shared that the investment is of a longer term nature and we don't accrue the interest during the year. Interest is recognized when a CD is cashed or at year end. Mr. Rauschenbach addressed the concern Mayor Pro tem Roberson had on miscellaneous revenue side and stated he would look into the other \$300,000.

City Manager, James C. Smith shared they are looking into setting up a cemetery trustee group and to set up a cemetery trust fund similar to the library trust. Mr. Smith asked direction of the City Council. Mayor Jennings stated it would be worthy of exploring but we need to be very careful. Council was in agreement.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council unanimously extended the meeting to 7:30 pm.

Council recessed for a break and reconvened @ 7:00 pm.

DISCUSSION – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS

Chief Financial Officer, Matt Rauschenbach requested Council refer to the document that was included with the agenda paperwork. This is a snapshot and highlights so Council will have a clearer direction of going down this road.

Document attached:

Recovery Zone Economic Development Bond Overview

1. Adopt a resolution declaring the City a recovery zone.
 - a. Raleigh, Wake, Charlotte, Mecklenburg, Guilford, Forsythe, Alamance, New Hanover, and others have done so.
2. City requests allocation
 - a. No obligation to use. Issue bonds within 90 days of allocation, request an extension, or allocation reverts to the State.
 - b. Total State Allocation \$418 million
 - c. Unallocated Capacity 1/1/10 \$290 million
 - d. Unallocated Capacity 3/22/10 \$100 million
 - e. Next Allocation meeting 4/19/10 (City of Durham will have requests of \$130 m and New Hanover \$30m). Requests to Department of Commerce by April 12.
 - f. \$120 million unused bond capacity for previous allocations will be reallocated in early May

3. Possible projects for allocation request:
 - a. Police Station
 - b. City Hall maintenance
 - c. Old City Hall maintenance
 - d. Waterfront restroom facilities
 - e. Haven's Garden walkway
 - f. Festival Park
 - g. Storm water drainage improvements

Mr. Matt Rauschenbach explained this will give the City additional financial alternatives without any obligations and also it is a good opportunity for GO Bonds. Mayor Jennings and members of Council along with Mr. Rauschenbach discussed different scenarios and Mr. Rauschenbach was directed to bring this back to Council as an action item on the April 12th meeting.

DISCUSSION – QUESTIONNAIRE FROM MARTIN STARNES & ASSOCIATES, CPA'S P.A.

Direction was given to Council to turn these in to Mr. Smith or Mr. Rauschenbach. Mayor Jennings instructed Council to please get them in as soon as possible.

DISCUSSION – \$1.7 MILLION CHARGE BY NCDOT TO THE CITY OF WASHINGTON

City Manager, James C. Smith shared that NCDOT review of the \$1.7 million resulted in decrease charges. This review resulted in the following:

- \$8,509.20 for removing and filling an abandoned 10" PVC sewer line on 15th street, item 320 on the cost breakdown where there were prior rights. The replacement line was not in the price calculations, only the removal and fill.
- \$46,778.40 for the design of all city water and sewer lines related to this project that had to be moved.
- After removing these costs and revising the percentages for administration, profit, insurance and bond, the total for water work is \$1,089,452.25 and the total for sewer work is \$597,997.94 for a grand total of \$1,687,430.19.
- NCDOT is willing to discuss other options/proposals such as a graduated pay back schedule or a schedule including a balloon payment.

NCDOT COST BREAKDOWN

Mayor Jennings reported he shared this cost review to our latest legislative contingent and was advised to sustain from any action until we hear back from legislation. Councilman Mercer inquired as to what constitutes prior rights. Mr. Hardt explained they were all encroachments.

ADJOURN

By motion of Councilman Moultrie, seconded by Councilman Pitt, Council adjourned the meeting at 7:25 pm until April 12, 2010 at 5:30 pm in the Council Chambers at the Municipal Building for the Regular Council Meeting.

(Subject to the Approval of the City Council)

**Cynthia S. Bennett
City Clerk**

DRAFT



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: G.M. Reed, Chief of Police *GR*
Date: April 1, 2010
Subject: Accept gift/donation to the Washington Police Department to purchase ballistic safety vests. (\$1,535.00)

Applicant Presentation: N/A

Staff Presentation: G.M. Reed, Chief of Police

RECOMMENDATION:

The purpose of this Council Action is to request that a gift/donation in the amount of \$1,535.00 from Mrs. Barbara S. Ryan of Chocowinity, North Carolina; on the behalf of her late husband Donald Francis Ryan, be accepted for the purpose of purchasing ballistic vests for Washington Police Department officers.

BACKGROUND AND FINDINGS:

On February 16, 2010; Mrs. Ryan's husband, Donald Francis Ryan, passed away. Washington Police, Fire, Rescue personnel were dispatched to the unfortunate traffic incident.

In honor of her late husband; Mrs. Ryan requested that, in lieu of flowers, donations could be provided through Hillside Funeral Home to a memorial fund designated to purchase ballistic vests for the officers of the Washington Police Department. With our sincere thanks, the Washington Police Department wishes permission to accept funds collected through the Funeral Home to be designated for the purpose noted.

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: *MM* Concur Recommend Denial No Recommendation
4/7 Date April 12, 2010
Page 38 of 160



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 04-01-10
Subject: Authorize the city Manager to Execute Grant Contract with NCDENR for Recycling Roll-Out Cart Purchase.

Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council authorize the City Manager to execute the attached grant contract with NCDENR for the purchase of recycling roll-out carts.

BACKGROUND AND FINDINGS:

As was mentioned to council formally on November 9, 2009, and informally since, NCDENR, through the agency's Division of Pollution Prevention and Environmental Assistance-Solid Waste Management Trust Fund, is providing assistance to municipalities and others to help implement curbside recycling programs using roll-out carts. After explaining the program in November, staff was directed to pursue this grant opportunity. In March we were notified that we had been successful in our application and have been awarded the maximum \$100,000. As noted in November, NCDENR will reimburse the City at a rate of \$25 per roll-cart. This represents approximately half of the cost of a 65 gallon roll-out cart. As a point of reference, the existing roll-out carts used for residential garbage collection are 90-95 gallon in size. While this is not a program that we budgeted for this fiscal year or have funds that we could reallocate to use as a "match" for this grant, Council approved using fund balance for the remaining amount which should be \$100,000 as noted in the grant contract.

PREVIOUS LEGISLATIVE ACTION

11-09-09 – Council directed staff to pursue curbside recycling roll-out cart grant program.

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

See attached grant contract.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *CML* Concur April 12, 2010 Denial _____ No Recommendation 4/7 Date _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

This Contract is hereby made and entered into this 15th day of February, 2010, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and the **CITY OF WASHINGTON** (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:
2. Grant Contract No. 2978
 - (1) General Terms and Conditions (Attachment A)
 - (2) Agency's Request for Proposal (RFP) (Attachment B)
 - (3) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)

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

3. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period:** This Contract shall be effective on the **1st day of March, 2010** and shall terminate on **the 28th day of February, 2011**.
5. **Service Period:** The Grantee begins providing services on **the 1st day of March, 2010**. The Grantee undertakes and completes its services in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes its services on **the 28th day of February, 2011**.
6. **Grantee's Duties:** The Grantee provides the services as described in Attachment C (*City of Washington Grant Proposal Curbside Recycling Roll-Out Cart Grant Program.*) and in accordance with the approved budget in Attachment C.

Agency's Duties: The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Other Receipts	Solid Waste Trust Fund	NA

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$100,000.00	1602	536962	6760

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

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

- c. The Grantee's matching requirement is **\$100,000.00** which shall consist of:

	In-Kind	\$
X	Cash	\$100,000.00
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- d. The Grantee has committed to an additional \$ to complete the project as described in Attachment C.

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

The total contract amount is **\$200,000.00**

7. Reversion of Unexpended Funds

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

8. Reporting Requirements:

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. Payment Provisions:

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

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

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

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

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

Agency Contract Administrator:
Scott Mouw DPPEA 1639 Mail Service Center Raleigh, NC 27699-1639 Telephone: 919-715-6512 Email: scott.mouw@ncdenr.gov

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Allen Lewis City of Washington 102 East 2 nd Street Washington, NC 27889 Telephone: 252-975-9332 Fax: 252-974-6461 Email: alewis@washington.gov	Same

12. Grantee Principal Investigator or Key Personnel: The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.

13. Disbursements: As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

14. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

15. Assurances For Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of

Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. **Lobbying** - To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;

- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
 5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
 6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

16. Signature Warranty:

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

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

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

CITY OF WASHINGTON

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Dee Freeman, Secretary

By _____
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Michael G. Bryant

Type / Printed Name

Title

Director, Division of Purchase & Services

Title

ORIGINAL

General Terms and Conditions Governmental Entities

DEFINITIONS

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

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a

part of the budgeting and accounting systems of a unit of local government.

- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

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

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

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

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

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

Indemnity

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

Default and Termination

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

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

withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its

business, including those of federal, state, and local agencies having jurisdiction and/or authority.

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

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor has access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S 147-64.7. Additionally, as the State funding authority, the Agency has access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly

updates about the use of lobbyists if material changes occur in their use.



Curbside Recycling Roll-Out Cart Grant Program APPLICATION GUIDELINES

N.C. Department of Environment and Natural Resources
Division of Pollution Prevention and Environmental Assistance

The purpose of this grant program is to assist local governments with implementing curbside recycling programs using roll-out carts or transitioning existing curbside recycling programs from bins to roll-out carts. The Division of Pollution Prevention and Environmental Assistance will administer the Curbside Recycling Roll-out Cart Grant Program through the Solid Waste Management Trust Fund. This program is limited to residential/commercial curbside recycling programs.

With the release of these application guidelines DPPEA is accepting applications for funding from municipalities, counties and solid waste authorities seeking to implement curbside recycling programs using roll-out carts or transitioning existing curbside recycling programs from bins to roll-out carts. **Applicants should carefully read this entire document prior to submitting an application.** Applicants are strongly encouraged to contact Jim Hickman at (919) 715-6528 or jim.hickman@ncdenr.gov to discuss funding options prior to submitting an application.

Eligible Entities:

- North Carolina counties, municipalities and solid waste authorities are eligible for funding through the Curbside Recycling Roll-out Cart Grant Program.
- Funding is available only for curbside recycling programs serving residential and/or commercial entities.
- Municipal and county collection programs addressing curbside collection of residential food waste for composting **will be** considered for funding.
- School recycling programs are **not** eligible for funding in this grant round. Counties and municipalities seeking to purchase roll-out carts for school recycling programs should apply through the Community Waste Reduction and Recycling Grants. For more information on this grant round please contact Jim Hickman at (919) 715-6528 or jim.hickman@ncdenr.gov.

Available Funding:

The Division of Pollution Prevention and Environmental Assistance plans to offer grants through the Curbside Recycling Roll-out Cart Grant Program on an ongoing basis as long as funding is available. Approved applications will be funded on a first come, first served basis. Contracts will be initiated once all application requirements are met. In the event that funding is not available when an application is submitted, DPPEA will place applicants on a waiting list in the order in which they were received and approved, and initiate the contract as soon as funds become available. **There is no due date for applications.**

Funding Options:

There are several funding options available through the Curbside Recycling Roll-out Cart Grant Program and grant contracts may be written for one, two or three years, based on the applicants preference.

1. **Direct Purchase** – DPPEA will reimburse grantees for the direct purchase of carts at a rate of \$25.00 per roll-out cart up to a maximum of \$100,000. The grant contract may be written for up to three years.
2. **Cart Financing and Lease to Buy** – DPPEA will reimburse grantees the cost of debt service (principal and interest) in the financing of carts for up to three years and a maximum of \$100,000.
3. **Rental From Hauler** – DPPEA will reimburse the differential cost associated with renting roll-out carts from your recycling service provider for up to three years with and a maximum of \$100,000. This option

is only available to communities that are switching from bins to carts and the applicant must provide a copy of the service providers bid, identifying the cost per household using bins and the cost per household using roll-out carts. The difference between the two will be the reimbursement rate per household served.

4. **Container Up-Size** – DPPEA will reimburse grantees for the direct purchase of carts at a rate of \$25.00 per cart up to a maximum of \$40,000 for communities seeking to increase the size of existing roll-out carts.

Local Government Eligibility Requirements:

1. **Collection Frequency** – Only communities intending to collect recyclables on a weekly or bi-weekly basis are eligible for funding.
2. **Cart Size** – Minimum cart size requirements must be met based on collection frequency in order to be eligible through this grant program.
 - a. **Weekly Collection** – 45 gallons or larger. 60+ gallons is preferred.
 - b. **Bi-Weekly Collection** – 90 gallons or larger.
3. **Cart Distribution** – Carts must be distributed to residents free of charge. Voluntary roll-out cart programs that require interested residents purchase carts are not eligible through this grant program.
4. **New Programs** – With the exception of the “Up-Size” category, only communities implementing new curbside recycling programs or converting from bins to roll-out carts for the first time are eligible for funds through this grant program.
5. **Recurring Eligibility** – To ensure the sufficient funds are available for all communities interested in converting to roll-out carts for recycling, local governments will be limited to one grant through this grant program.
6. **Retroactive Costs** – DENR grant-making rules do not allow for the retroactive reimbursement of costs associated with the purchase of roll-out carts. Any purchases made prior to contract being signed by both DENR and the local government will not be reimbursed. It is estimated that grant contracts would be in place approximately three months after a grant is formally awarded.

RFID (Radio Frequency ID) Tags

RFID technology provides a powerful data collection and management system for analyzing the efficiency and effectiveness of your recycling collection system. RFID technology enables you to determine which households are using your collection system and how frequently. Perhaps more importantly, you can also identify who is not using your system, allowing you to develop highly effective and demographically appropriate educational campaigns. Many RFID data management systems also offer additional technical analysis tools and may be linked with scale systems for weighing recyclables at the point of collection.

Applicants are encouraged to plan for the future by having RFID tags embedded in carts at the time of manufacturing. This is not a requirement, but the cost of implementing RFID technology is not only less expensive if accomplished during manufacturing, but it also allows you to avoid the hassle of retrieving carts at a later date for upgrading.

Most major cart manufacturers have switched from low frequency RFID tags to more reliable ultra high frequency tags. Most are also now using non-proprietary coding allowing for a decision about which data management system to use at a later date. Unless you plan to use your cart manufacturer’s data management system, it is important to check with your manufacturer to ensure that its RFID tags to non-proprietary. Using a non-proprietary system will allow you to implement the data management system of your choosing when the carts are distributed or at a later date.

Conditions on Submittals:

- Applicants with delinquencies on existing DPPEA grants (e.g., failure to submit final report) will not be considered for funding until such delinquencies are corrected.
- Applicants with outstanding Notices of Violations related to solid waste management rules and statutes will not be eligible for funding until the Division of Waste Management has determined the violation(s) has been corrected.

Funding Period:

Three funding period options are available through this grant program (one, two or three years). The applicant must expend funds within the contract period unless the time is extended by written agreement between the applicant and the N.C. Department of Environment and Natural Resources. Requests for no-cost time extensions must be submitted to the division 60 days prior to the contract expiration date. No contracts will be extended beyond three years. Funds not expended by the end of year three will be forfeited.

Curbside Recycling Roll-Out Cart Grant Program Application Requirements

The following outlines the items necessary to apply for a grant through the Curbside Recycling Roll-Out Cart Grant Program:

1. Contacts page, including:
 - Name and title of main contact
 - Organization
 - Address
 - Phone number
 - Fax number
1. E-mail address
2. Funding Category (Direct Purchase, Financing, Rental, etc.) and desired term of contract.
3. A brief description of your plan for implementing the roll-out cart program including the number of households served, the size of the roll-out carts to be purchased, intentions for embedding RFID tags into carts, collection method (fully automated or semi-automated) and the name and location of your recycling processor.
4. Implementation timeline.
5. Program budget.
6. If renting containers from your contractor, a copy of your service provider's bid clearly identifying the cost of bin service versus roll-out cart service.

NOTE: Any expenses incurred before a contract is signed by both DENR and the grant recipient are not reimbursable.

How to Submit Applications:

Applicants should submit an electronic copy of their proposal preferably in MS Word format. If electronic submission is not possible, the applicant may submit a single hard copy of their proposal. Receipt of all proposals will be acknowledged by e-mail or other correspondence. Submit electronic versions to Jim.hickman@ncdenr.gov. Please submit electronic versions as Microsoft Word (preferred) or Adobe Acrobat attachments.

Hard copy proposals mailed to DPPEA should be printed double-sided on at least 30 percent POST-CONSUMER CONTENT RECYCLED PAPER.

Send hard copy proposals to:
CURBSIDE RECYCLING ROLL-OUT CART GRANT PROGRAM
ATTENTION: JIM HICKMAN
DIVISION OF POLLUTION PREVENTION AND ENVIRONMENTAL ASSISTANCE
1639 MAIL SERVICE CENTER
RALEIGH, NC 27699-1639

Other General Terms and Conditions:

In addition to any terms and conditions addressed at the following link: <http://p2pays.org/localgov/Grants.asp>, all grantees are subject to the following terms and conditions.

- **EIN and E-Procurement Registration** – Grantees will be required to provide the local government's EIN (Federal ID number) and register with the state's E-procurement system before a contract can be initiated. You may register for E-procurement using the following link: <http://eprocurement.nc.gov/>
- **Publications** – Documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Final reports** – a draft final report is required to be submitted to DPPEA by 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. All hard copies submitted should be double-sided and on recycled paper as stated above. The final report format can be accessed using the following link: <http://p2pays.org/localgov/Documents/FinalReportFormat.pdf>.
- **Extensions** – No-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions must submit a request for a time extension 60 days prior to the contract end date. The request for extension must indicate how long the grantee is seeking to extend the project and the reason that the extension is being requested (i.e., why the project cannot be completed on time). Any request for an extension must include a new timeline of project milestones and payments, as well as a new budget (if budget changes are also being requested).
- **Reimbursement** – DPPEA grants are on a reimbursement basis. Requests for reimbursement must include proof that the funds were spent and must have the term "invoice" clearly stated on the request. Checks are usually issued between 15 and 30 days after a reimbursement request is received by DPPEA.
- **Final 10 Percent of Funds** – DPPEA will continue to reimburse grantees until 90 percent of the award amount has been expended. The final 10 percent will be held until an acceptable final grant contract report has been received by DPPEA.

CITY OF WASHINGTON

CURBSIDE RECYCLING ROLL-OUT CART GRANT PROGRAM REQUEST FOR PROPOSALS

N.C. DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES
DIVISION OF POLLUTION PREVENTION AND
ENVIRONMENTAL ASSISTANCE

Public Works Department
102 East 2nd Street
Washington, NC 27889
November 24, 2009

CURBSIDE RECYCLING ROLL-OUT CART GRANT PROGRAM REQUEST FOR PROPOSALS

General Information

Name of Main Contact: Allen Lewis

Title of Main Contact: Director of Public Works

Proposal Prepared By: Terry Boyd

Title of Preparer: Senior Administrative Specialist

Organization: City of Washington

Address: 102 East 2nd Street
Washington, NC 27889

Phone Number: 252-975-9332

Fax Number: 252-974-6461

E-mail Address: alewis@washingtonnc.gov
tboyd@washingtonnc.gov

Local Government Eligibility Requirements

1. The Solid Waste Division collects recycling from the curb of city residents weekly.
2. Proposing to use sixty-five (65) gallon rollout cart for weekly recycling collection.
3. Carts will be distributed to residents free of charge.
4. The recyclables are currently being collected at the curb weekly in eighteen (18) gallon recycling bins.
5. The City of Washington Solid Waste Division will apply for only one (1) Curbside Recycling Roll-out Cart Grant.
6. If the grant is awarded to the City of Washington, and City Council accepts the award and approves the signing of an agreement/contract, the roll-out carts will be purchased and the grant closed out within one year.

2009 CURBSIDE RECYCLING ROLL-OUT CART GRANT PROGRAM REQUEST FOR PROPOSALS

Funding Category

The City of Washington Solid Waste Division proposes purchasing four-thousand (4000) sixty-five gallon (65) roll-out carts by "Direct Purchase" within one (1) year of a signed contract with DPPEA, if a grant should be awarded. This division is requesting one-hundred thousand dollars (\$100,000) grant for four-thousand (4000) carts at twenty-five dollars (\$25) each. Solid Waste Funds will be used to pay the remaining one-hundred thousand dollars (\$100,000) plus freight charges. Carts will be distributed to residents free of charge.

Project Description

The City of Washington is located in Beaufort County. The Solid Waste Division of the Public Works Department provides service for household solid waste, curbside recycling, yard waste collection, seasonal loose leaf collection and quarterly bulky trash collection. This division currently provides these services to approximately forty-three hundred (4300) residents. City residents that choose to recycle were provided eighteen (18) gallon recycling bins for weekly curbside collection.

Prior to the new law banning plastic bottles from the landfills effective October 1, 2009, the city crews collected recyclables from approximately one-thousand (1000) households. Flyers and newspaper articles promoting the new recycling laws were mailed to all city residential customers in September 2009, and the increased awareness prompted city residents to inquire and request bins for recycling. Residents were requesting carts, if possible, in place of bins. They believed it would be easier to roll a cart to the curb in the place of carrying bins to the curb and felt it would keep the recyclables from blowing out of the bins.

This project involves purchasing four-thousand (4,000) sixty-five (65) gallon roll-out carts to replace eighteen (18) gallon recycling bins. Staff believes this change will increase recycling efforts by the resident due to the ease the resident will have by rolling the cart to the curb instead of carrying a maximum of four (4) bins to the curb each week. With the increased number of collection points this replacement should help our recycling crew with time management in the collection of these recyclables and it should decrease our liability for employee injuries. There will also be a reduction in litter caused by the open-top bins.

The solid waste division currently provides commingled recycling to commercial customers with ABC permits, and collects the recyclables via ninety-five (95) gallon roll-out carts. The collection via carts has been easier than collecting bins in the residential areas.

The solid waste division recognized an increase of approximately sixty-three percent (63%) or eleven (11) tons in October's recycling tonnage. This includes residential and commercial customers. East Carolina Vocational Center (ECVC) is the recycling processor located in Greenville, North Carolina.

The Radio Frequency ID Tags appears to be a great tool for managing and analyzing the use of the carts at each household. But due to budget restraints and staffing, the Radio Frequency ID Tags (RFID) will not be a feasible program for the solid waste division to consider at this time.

Implementation Timeline

If the grant should be awarded in the amount of one-hundred thousand dollars (\$100,000) by DPPEA for "Direct Purchase" of four-thousand (4000) carts within one (1) year of a signed contract and subsequent acceptance by City Council the project will be completed and operational.

2009 Curbside Recycling Roll-out Cart Grant Program City of Washington November 24, 2009

****Once a grant is awarded and a contract signed, the carts will be ordered and delivered within three to four months. The contract will be closed out within one year of signing contract.**

Cost Estimate 2009 Curbside Recycling Roll-out Cart Grant Program

Item	Description	Qty.	Unit	Price	Total
1	65 Gallon Roll Out Cart	4000	Each	\$ 50	\$ 200,000
	Total Project Cost				\$ 200,000

Project Financing Plan Curbside Recycling Roll-out Cart Grant Program

Item	Description	Total	Projected Revenue Sources	
			City	Curbside Recycle Grant
1	65 Gallon Roll Out Cart	\$ 200,000	\$ 100,000	\$ 100,000
	Total Project Cost	\$ 200,000	\$ 100,000	\$ 100,000



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *ALL*
Date: 04-12-10
Subject: Adopt Budget Ordinance Amendment for the Flanders Filters Project.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council adopt the attached budget ordinance amendment to adjust the funds for project closeout.

BACKGROUND AND FINDINGS:

This project has been completed and the attached budget ordinance amendment needs to be approved for project closeout. The project was completed under budget as a whole but needs some funds moved around within the different codes prior to closeout. Please see the attached budget ordinance amendment for details.

PREVIOUS LEGISLATIVE ACTION

Numerous actions over the last few years including grant applications, grant awards, contract awards, budget ordinances, etc.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

See attached Budget Ordinance Amendment.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *AML* Concur April 12, 2010 Denial ___ No Recommendation 4/7 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 Contingency portion of the Water Ext. Cherry Run Rd. to Ind. Park Proj. Fund be increased in the amount of \$67,775, account number 70-90-8000-9900.

Section 2. That account number 70-90-8000-0400, Professional Services portion of the Water Ext. Cherry Run Rd. to Ind. Park Proj. Fund be increased in the amount of \$2,928.

Section 3. That account number 70-90-8000-4500, Construction portion of the Water Ext. Cherry Run Rd. to Ind. Park Proj. Fund be decreased in the amount of \$70,703.

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

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

Adopted this the 12th day of April, 2010.

MAYOR

ATTEST:

CITY CLERK



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: April 1, 2010
Subject: Public hearing: Consider a zoning change consisting of 3.7 acres of property located at 233 East 7th Street. (former Beaufort County Ed Tech Center)
Applicant Presentation: Michael Lowe, HealthPlus Therapeutic Services
Staff Presentation: John Tate, Planning Board Member
John Rodman, Planning and Development

RECOMMENDATION:

I move that the City Council accept the recommendation of the Planning Board and deny the rezoning of the property located at 233 East 7th Street containing 3.7 acres, from R-6S (Residential) to O & I (Office and Institutional) based on the enclosed statement of findings by the Planning Board. Or Remand it back to the Planning Board for further study.

BACKGROUND AND FINDINGS:

A request has been made by Mr. Michael Lowe, representing HealthPlus Therapeutic Services, to rezone approximately 3.7 acres of property located at 233 East 7th Street (former Beaufort County Ed Tech Center). The property is currently zoned R-6S (Residential) and the request is to rezone the property to O & I (Office and Institutional). The Planning Board voted 5-1 to recommend to City Council to deny the rezoning of the 3.7 acres.

PREVIOUS LEGISLATIVE ACTION

Planning Board meeting – April 28, 2009 – Board did not recommend approval
City Council meeting – May, 2009 – Council did not approve rezoning
Planning Board meeting – March 23, 2010 – Board did not recommend approval

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Application for the rezoning
Maps of the subject property
Planning Board report
Permitted Uses

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

4/7 April 12, 2010

CITY OF WASHINGTON
DEPARTMENT OF PLANNING AND DEVELOPMENT
REZONING REQUEST APPLICATION

Date 3-11-2010

Fee \$ 125⁰⁰

OWNERSHIP INFORMATION

Applicant: Healthplus - Michael Lowe

Address: 233 East 7th St Wash

Phone No: (910) 670-0033

Applicant's Legal Interest in the Property: Owner

Owner: Michael Lowe / Healthplus Therapeutic Services

Address: 233 East 7th St

Phone No. (910) 670-0033

Date Property Acquired: 4-2009 Deed Reference: _____

PROPERTY INFORMATION

Tax Map: _____ Parcel Number: _____

Area (square feet or acres): 3.44 Acres

Current Land Use: School and Offices

Location of Property: Beside old High school

ZONING REQUEST

Existing Zoning: RG Requested Zoning: Over I

Reason for zoning change and a statement regarding the changing conditions, in the area and in the City, that makes the proposed amendment reasonably necessary to the promotion of the public health, safety, and general welfare.

Bring Property within conforming use of existing and surrounding properties. Create a proper buffer to residential lots. Adhere to the wishes of the city according to the future land use map. Changing conditions; The property being underutilized and prone to vandalism and other activities will make it more useful.

PROPERTY OWNERS WITHIN 100 FEET

LIST THE ADJOINING PROPERTY OWNERS WITHIN 100 FEET OF THE PROPERTY IN QUESTION. (NOTE: WHERE THE PROPERTY IS BOUND BY A STREET, ALLEY, STREAM, OR SIMILAR BOUNDARY, THE LAND OWNER ACROSS SUCH BOUNDARY SHALL ALSO BE CONSIDERED AS AN ADJOINING LAND OWNER.)

TO FIND LISTINGS OF ADJOINING PROPERTY OWNERS, FOLLOW THESE STEPS.

- STEP 1. Locate the subject property on the map in the City Planning Office and write down the entire parcel number. Be sure to write down the map number, section number, and individual parcel number, in that order. (Example: 5675-06-3291)
- STEP 2. Go to the Beaufort County Land Records Office at 220 N. Market Street, show the attendant the parcel number, and ask the attendant to run off a map of the property that shows the adjacent property for at least 100 feet on all sides. The attendant can look up the owners names, parcel numbers, and addresses for the lots within 100 feet of the subject property, or show you how to find the information on the land records computer. (In the Beaufort County records, the parcel number is called the "alternate parcel number.")
- STEP 3. Write down the name(s) of the owner of each of the adjacent lots within 100 feet, the parcel number of the lot, and the owner's entire address. If no address is listed, make a note to that effect.

❖ PLEASE NOTE: ACCURACY IS VERY IMPORTANT BECAUSE IF SOMEONE WITHIN 100 FEET OF THE PROPERTY IN QUESTION FAILS TO GET NOTIFIED, THE REQUEST MAY BE VOIDED EVEN IF THE BOARD VOTES IN YOUR FAVOR.

	<u>NAME</u>	<u>PARCEL NUMBER</u>	<u>ADDRESS</u>
1.	see attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

(Use additional sheet if necessary)

LEGAL DESCRIPTION (Metes and Bounds Description):

To Wit: _____

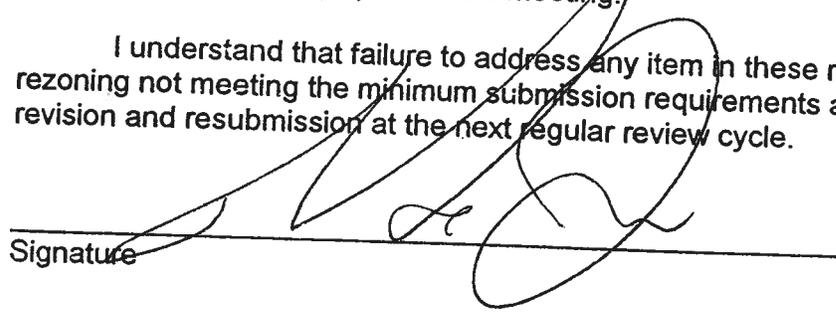
Location: _____

OWNER/AGENT STATEMENT

I, Michael Lowe, being the Owner or Agent acting on behalf of the owner request that the attached rezoning request of 233 east 7th St be placed on the agenda of the Planning Board meeting scheduled for 3, 123, 2010.

I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief. I authorize the City of Washington to place a sign on the property in question for the purpose of alerting the general public of my request, no less than seven (7) days prior to the meeting.

I understand that failure to address any item in these requirements may result in the rezoning not meeting the minimum submission requirements and will be returned to me for the revision and resubmission at the next regular review cycle.



Signature

3-11-2010

Date

NOTE: Agents acting on behalf of property owners must submit a notarized letter from the property owner which gives them the authority to act on their behalf.

211 North Market Street, Suite 200
Washington, North Carolina 27889-5088
4/17/2009



www.nchealthplus.com

REZONING REQUEST STATEMENT

To: The City of Washington
Attn: Planning & Development
Attn: City Council

Healthplus Therapeutic Services Inc is requesting a zoning change on a property currently owned by Healthplus Therapeutic Services Inc located at 231 East 7th Street. We are specifically asking for the identified property herein changed from R6 to O&I (Office and Institutional). The reason for the zoning change and a statement regarding the changing conditions, in the area and in the City that makes the proposed amendment or request reasonable is as follows:

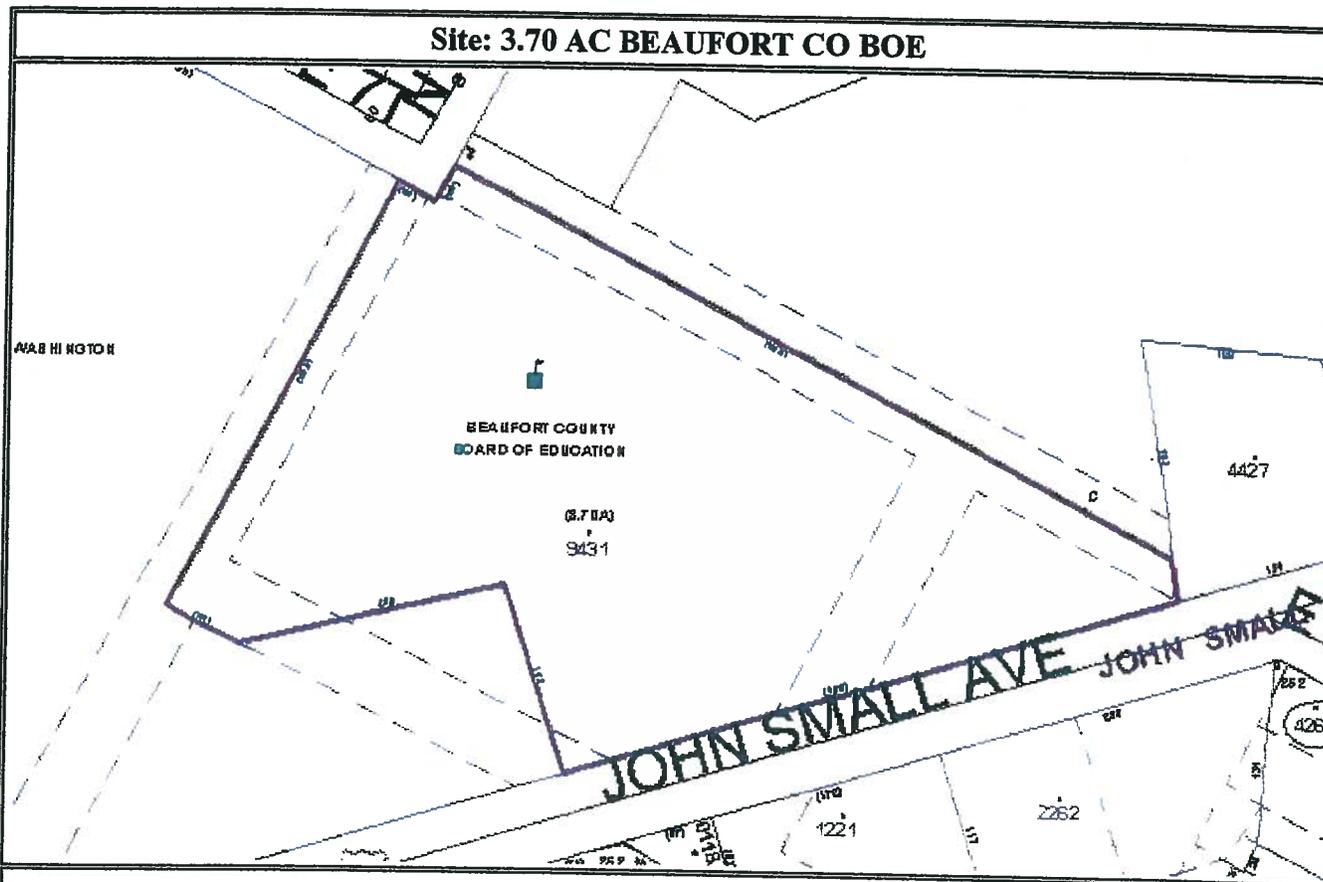
Healthplus Therapeutic Services Inc. believes that the property located at 231 East 7th Street in Washington NC should be zoned as O&I because the area of which the property exists is in need of development that would be consistent with the surrounding uses, additionally the O&I zoning has already been determined to be the desired zoning according to future land use maps. We believe that the proposed request is reasonable and consistent with the City of Washington's plans, and in addition for the following specific reasons;

1. The recent use as an educational building was not consistent to its zoning.
2. The surrounding properties uses are not consistent with the current zoning of residential.
3. The location of the property is bordered by two roads, one of which is John Smalls Avenue, a high volume of traffic uses it and it is not appropriate for residential zoning.
4. The former P.S. Jones High school borders the property and is being used for institutional purposes by a special use permit.
5. Commercial and office locations are within view of the parcel.
6. Public facilities border the property.
7. The future use and plans of the location, according to the future zoning map identifies the property to be used and zoned as O&I.

Sincerely, Michael Lowe/CEO

A handwritten signature in black ink, appearing to read "Michael Lowe", is written over a large, stylized blue scribble or watermark.

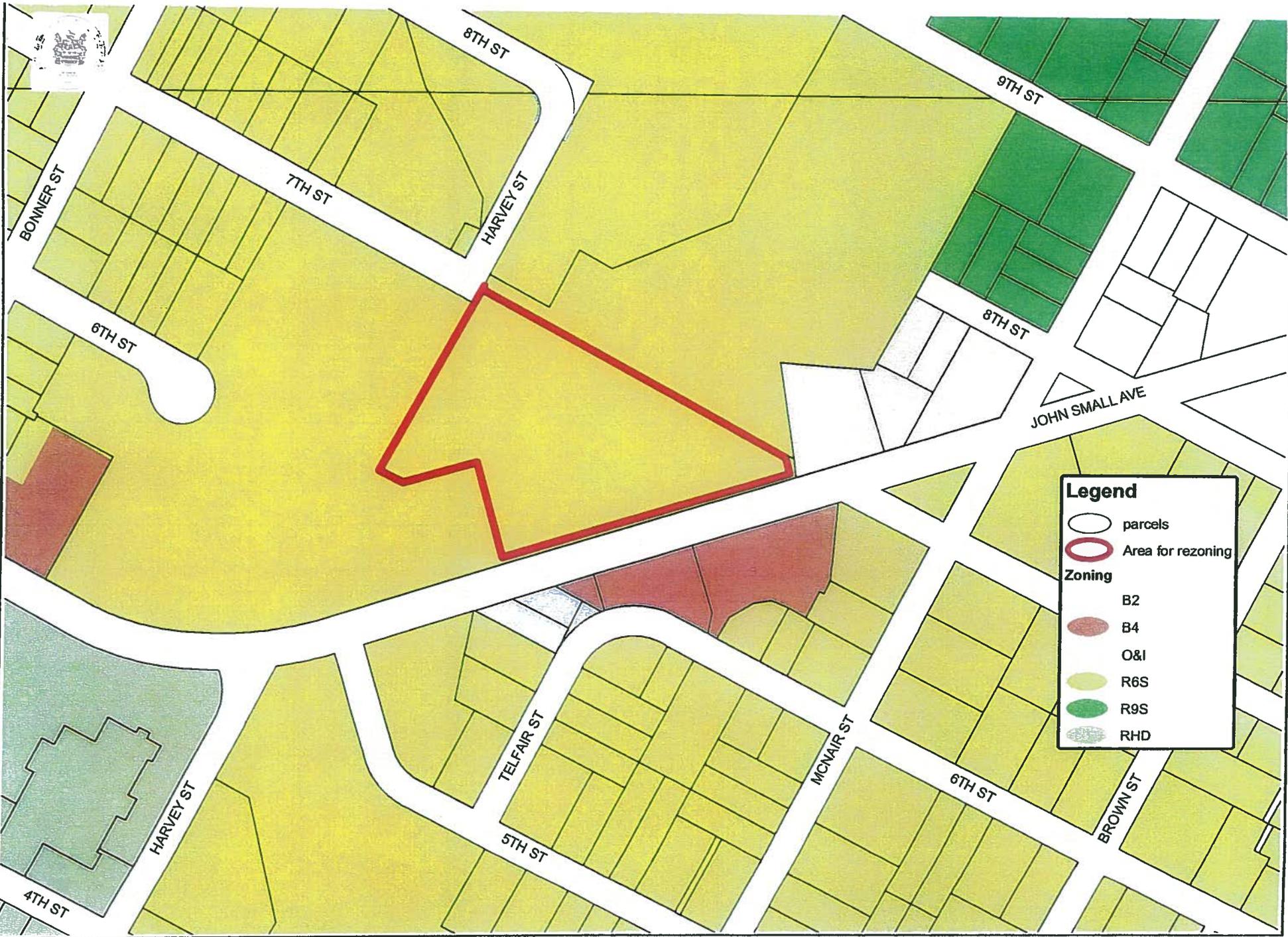
April 12, 2010
Page 69 of 160



Property Details:

PIN	15025171	GPIN	5685-09-9431
GPINLONG	5685-09-9431	NAME1	BEAUFORT COUNTY BOARD OF
NAME2	EDUCATION	ADDR1	321 SMAW ROAD
ADDR2		CITY	WASHINGTON
STATE	NC	ZIP	27889
PROP_ROAD	JOHN SMALL AVE	ACRES	3.7
ACCT_NBR	98331	MAP_SHEET	568505
NBR_BLDG	1	DATE	8/11/1945
DB_PG	359/0156	LAND_VAL	129500
BLDG_VAL	282892	DEFR_VAL	0
TOT_VAL	412392	NBHD_CDE	AC
NBHD_DESC	AVERAGE COMM.	SUB_CDE	
SUB_DESC		STAMPS	0
SALE_PRICE	0	ZONE	R6
LAND_USE		DISTRICT	01
PROP_DESC	3.70 AC BEAUFORT CO BOE	MBL	568505232
EXMPT_PROP		EXMPT_AMT	0
ROAD_TYPE	P		
CENSUS_BLK			
PREVASSES	0		

DISCLAIMER: These maps and information either in digital or hardcopy format are provided solely as a public service and they do not meet surveying accuracy standards. This map data is prepared from the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of any maps generated on this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on any maps. The county of Beaufort assumes no legal responsibility for the information contained on these maps.



Legend

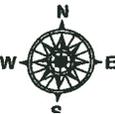
- parcels
- Area for rezoning

Zoning

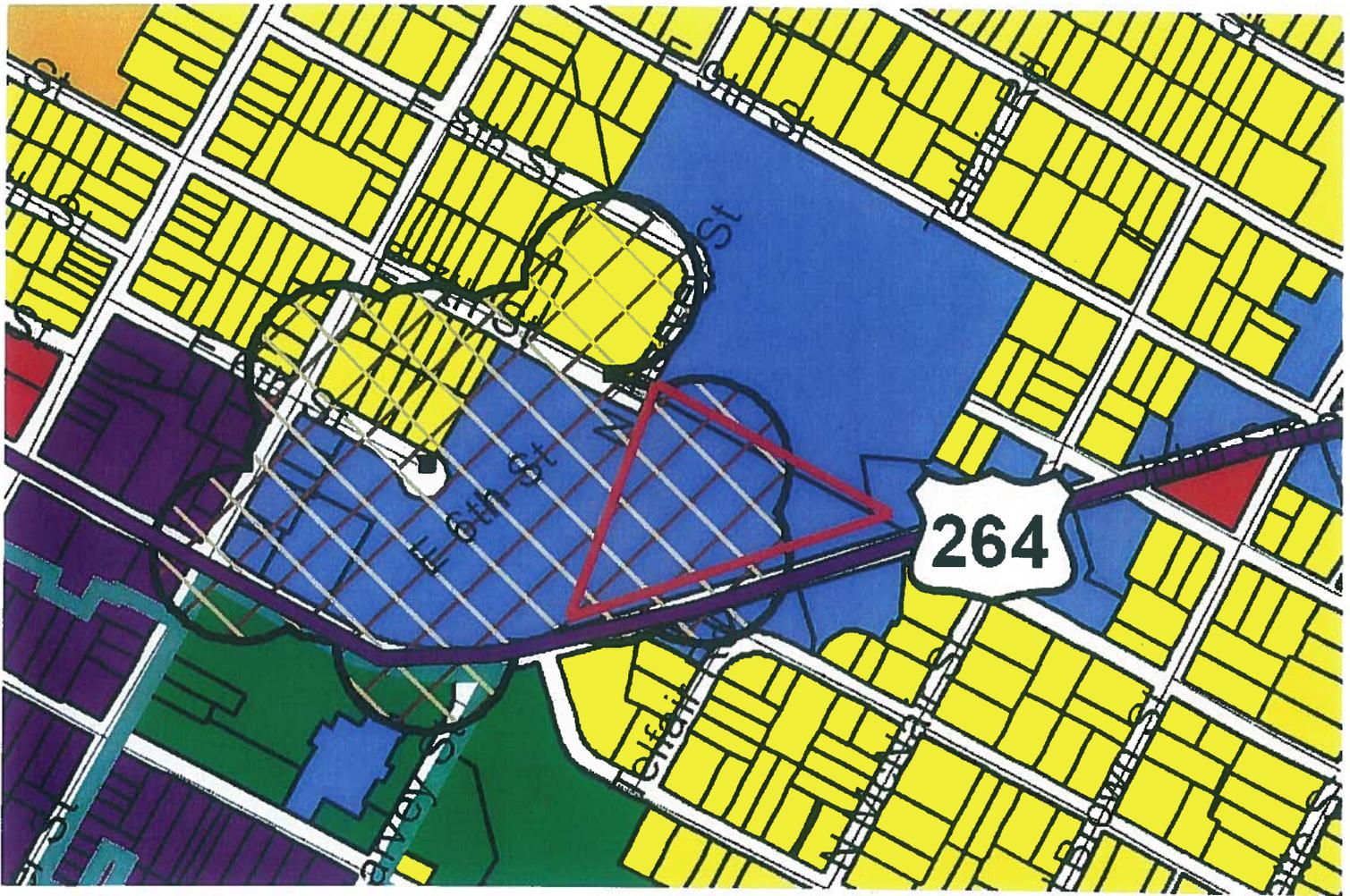
- B2
- B4
- O&I
- R6S
- R9S
- RHD

City of Washington
 Rezoning 2010
 231 East 7th Street
 Page 160

1 inch equals 210 feet
 0 35 70 140 210 Feet



Rezoning - 231 East 7th Street



Legend

- | | |
|-------------------------------|----------------------------|
| Railroads | Future Land Use |
| Bridges | Commercial |
| Roads | Office and Institutional |
| Major Roads | Light Industrial |
| Washington Park Planning Area | Mixed Use |
| Historic District | High Density Residential |
| City Limits | Medium Density Residential |
| Least Suitable Overlay | Low Density Residential |
| Hydrology | Conservation |

City of Washington Land Use Plan

Future Land Use
Downtown Area



Area for Rezoning

O AND I OFFICE AND INSTITUTIONAL DISTRICT

O&I		
Permitted Uses	Developmental Standards	Special Use Permits
Acc. Dwelling Units, Attached	Athletic Fields	Care Taker Dwellings
Accessory Uses and Structures	Board & Room Houses (4 or less)	Dare Care Centers, Adult (6 or more)
Account, Audit or Bookkeeping	Dare Care Centers, Adult (5 or less)	Day Care Centers, Child (6 or more)
Ad Agencies or Representatives	Day Care Centers, Child (5 or less)	Drug Stores
Admin or Management Services	Elementary or Secondary Schools	Fraternities or Sororities
Ambulance Services	Family Care Homes (6 or less)	Musical Instrument Sales
Auto Park Lots, Grade Level	Government Offices	Restaurants, Conventional
Banks, Savings or Credit Unions	Home Occupation	Restaurants, Fast Food
Barber Shops	Kennels or Pet Grooming Facilities	Telecommunication Towers
Beauty Shops	Libraries	
Churches	Public Parks	
Clubs or Lodges	Public Recreation Facilities	
Comm or Broadcasting Facilities	Satellite Dishes/T.V. & Radio Ant.	
Common Area Recreation	Swimming Pools	
Computer Services	Temporary Events	
Congregate Care Facility		
Courier Service Substations		
Econ, Soci, Educ. Research		
Employment Agencies		
Engineer, Architect, or Survey		
Finance or Loan Offices		
Fire Stations		
Funeral Homes or Crematoriums		
Gardens		
Group Care Facilities		
Hospitals		
Hotels or Motels		
Insurance Agencies (no on site)		
Insurance Agencies (on site)		
Internal Service Facilities		
Law Offices		
Medical or Dental Labs		
Medical, Dental, or Related Off		
Multi-Family Dwellings		
Museums or Art Galleries		
Noncommercial Research Org.		
Nursing & Convalescent Homes		
Office Uses Not Classified		
Optical Goods Sales		
Orphanages		
Photocopying & Dupl Services		
Photography Studios		
Photography, Commercial		
Physical Fitness Centers		
Police Stations		
Post Offices		
Psychiatric Hospitals		
Pump Stations		
Real Estate Offices		



RESOLUTION OF THE CITY OF WASHINGTON PLANNING BOARD
CONTAINING A RECOMMENDATION TO THE
WASHINGTON CITY COUNCIL CONCERNING A PROPOSED
ZONING MAP AMENDMENT

WHEREAS, the City of Washington received a request to rezone certain property from R-6S (Residential) to O&I (Office & Institutional) which property is specifically identified as Beaufort County Parcel Identification Number 5685-09-9431, (*see Attachment A*);

WHEREAS, North Carolina General Statute § 160A-383 states, in pertinent part "... the planning board shall advise and comment on whether the proposed amendment is consistent with any comprehensive plan that has been adopted and any other officially adopted plan that is applicable. The planning board shall provide a written recommendation to the governing board that addresses plan consistency and other matters as deemed appropriate by the planning board ...";

WHEREAS, the rezoning request was duly advertised and the subject of a public hearing by the Planning Board of the City of Washington on March 23, 2010;

WHEREAS, the City of Washington Planning Board made the following findings and conclusions:

1. The subject parcel and rezoning request is subject to the Comprehensive Land Use Plan and The Washington Parks and Recreation Master Plan officially adopted by the City of Washington.
2. The rezoning request is not consistent with the City of Washington's Parks and Recreation Master Plan because said plan designates the subject parcel as an area for un-programmed open space and as an area to meet the City unmet recreational needs.
3. The rezoning request is unreasonable due to inconsistency with said plan and because a number of the Permitted Uses within the proposed zoning district are not compatible to the surrounding area and the adjacent zoning districts.
4. The rezoning request is not in the public interest due to the inconsistency with said plan and because of the impact to the surrounding community and immediate neighbors.

NOW, THEREFORE, BE IT RESOLVED, on the basis of the foregoing findings and conclusions, the Planning Board does hereby recommend to the City Council that the rezoning request be **DENIED**.



Dot Moate, Chair
City of Washington Planning Board

3/23/10
Date



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *AL*
Date: 04-01-10
Subject: Hold Public Hearing to Receive Public Input for the Closeout of a 2005 Community Development Block Grant – Economic Development Grant.

Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move we close out the NC Community Development Block Grant – Economic Development Grant for Flanders Corporation.

BACKGROUND AND FINDINGS:

This public hearing is required in accordance with Section 1002 of Subchapter 19L, North Carolina Community Development Block Grant Program. This grant was for the extension of approximately 6,700 linear feet of 16” water line along Cherry Run Road from the Washington/Beaufort County Industrial Park to a Beaufort County elevated water tank west of the park and 4,300 linear feet of 8” water line along US 264, west of Page Road. This project increased the flow and pressure for Flanders Corporation as well as throughout the park. Flanders Corporation created 48 jobs.

PREVIOUS LEGISLATIVE ACTION

Numerous actions over the last few years including grant applications, grant awards, contract awards, budget ordinances, etc.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

N/A

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

**WASHINGTON
BEAUFORT COUNTY
CHAMBER
OF COMMERCE**
Established 1904



March 31, 2009

Washington City Council
c/o Cynthia Bennett
102 E. 2nd St.
Washington, NC 27889

Dear Mayor and Council Members,

The Washington-Beaufort County Chamber of Commerce's Washington Summer Festival Committee is requesting permission from the Washington City Council to sell alcohol as part of a beer garden during the 2010 Summer Festival. We held a beer garden last year during the 2009 Festival and it was successful and a great addition. We work very closely with the Washington Police Department to ensure everyone is of age and the garden is a relaxing place for adults. Enclosed you will find a map where we located the beer garden last year and plan to do so this year. The beer garden will be held in conjunction with the festival on June 11th and June 12th with operating hours of 5:00pm to 9:30pm on Friday and 3:00pm-9:30pm on Saturday. We estimate that we will have 500 participants, close to what we had last year. Like many festivals in surrounding counties, a beer garden is an addition to the festival that not only enhances the enjoyment of the weekend but also is seen as a revenue generator. We plan to sell beer and wine. Contacts for the event are Catherine Glover, Executive Director of the Washington-Beaufort County Chamber of Commerce, Robin McKeithan, Business Manager with the Chamber, Anne Crumpler, Summer Festival Organizer, and Tom Atkins, Past Board Chair and Beer Garden Chairperson. We will provide various food items under the roped off area and are confident with the garden's location as it will be surrounded by over forty food vendors at the festival. We will be purchasing the wristbands for access into the garden from the City of Washington. We will be working with local nonprofits to recycle the beer cans and will be responsible for making sure that clean up is sufficient. We will also be providing appropriate signage regarding checking ID's, taxi cab phone numbers, and staying in the roped off area. We will have the proper amount of liability insurance, as we did last year, and will make sure Kristi has all this information.

Please know that we take the responsibility serious and we work very closely with Chief Mick Reed to ensure safety. Just like other events in downtown Washington that sell alcohol, we will work with city officials to make sure we follow the proper guidelines and safety precautions. Please know you have our full cooperation at any time. I have attached more detailed information. If you have any questions, please don't hesitate to call.

Sincerely,


Catherine Glover
Executive Director

cc: Washington-Beaufort County Board of Directors

2010

Beer Garden – Summer Festival

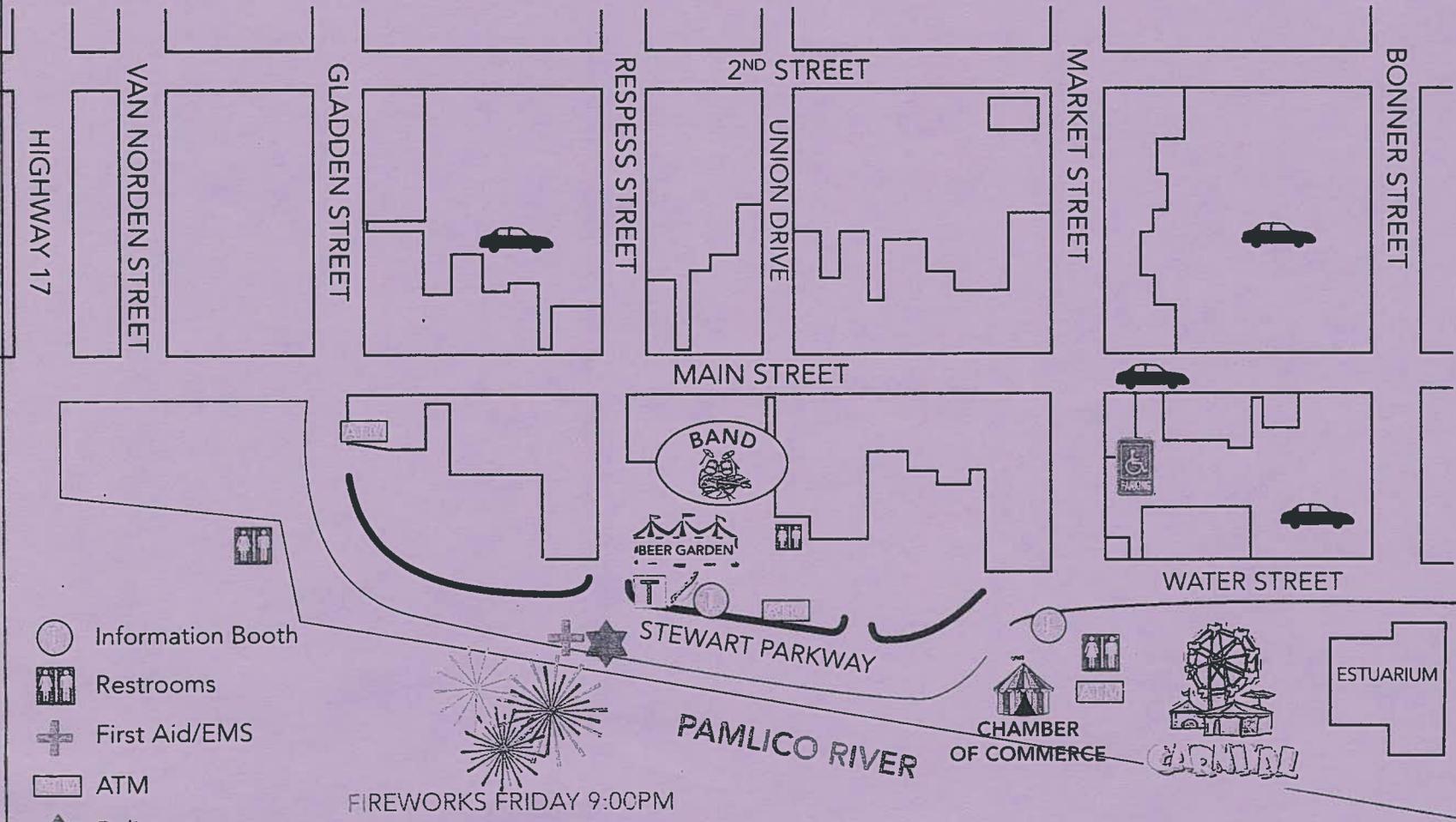
June 11th-12th, 2010

- **Beer Garden** area will be Tent & roped off area with an entrance and exit (in the parking lot adjacent to the Band Stage). Tables/Chairs will be available for participants.
- **Everyone will be “carded”** and given an arm-band “Drinking Age Verified”
- **Ticket booth inside Beer Garden** for purchase of no more than (3) tickets at a time. Anyone purchasing beer tickets must have arm band showing they have been carded. Note: If the ticket sellers have any doubt that someone has already had too much to drink; they have the authority to “refuse” to sell tickets to that person.
- **ALE Agents will be on site** during the operating hours of the beer garden. Contact name is: Mr. Rusty King, ALE Agent from New Bern office (Phone: 514-4720, Cell: 402-7408). Mr. King will meet with all Staff/workers/volunteers the week before the festival to train them on selling/serving at a Beer Garden.
- **R.A. Jeffery’s Distributor will be the Beer Vendor** for this event. Hired Bartenders dispensing the beer will not handle any money. They will take tickets only from persons that are wearing the arm-band. They also, can refuse to serve anyone they feel has had too much to drink. (R.A. Jeffery’s/Greenville, NC, Phone: 758-1515)
- **Committee Chairman is Tom Atkins: (Co-Chairmen: Austin Smithwick & Chris Furlough)** A Chamber Summer Festival Staff person will be on site during the entire time of the Beer Garden operating hours. Operating Hours: Friday: 5:00pm – 9:30pm and Saturday: 2:00pm – 9:30pm.
- **ABC “Special One-Time Permit”** Application is in process from the NC Alcoholic Beverage Control Commission in Raleigh, NC (Contact: Ms. West @ (919) 779- 0700)
- **City of Washington-Special Events application** has been made through Kristi Hardison/Events & Facilities Supervisor for all events of the 2009 Washington Summer Festival. City Council approved the “Beer Garden” at their April, 2010 meeting.
- **Insurance : Lewis Sloan/Sloan Insurance Agency** will provide the “Liquor Liability Insurance Coverage” for the Beer Garden. A copy will be sent to Kristi Hardison (Events & Facilities Supervisor) with the City of Washington.
- **Hired Security** The Chamber will work with the Washington Police Department to have paid police officers on site while the beer garden is open.



Summer Fun in the Sun

Downtown Washington, NC



- Information Booth
- Restrooms
- First Aid/EMS
- ATM
- Police
- Free Parking
- Handicap Parking
- Chamber T-Shirt Booth
- Ambassador Hot Dog Booth

FIREWORKS FRIDAY 9:00PM

THANK YOU TO ALL OF OUR MAJOR SPONSORS

First South Bank

DAILY NEWS

WAL-MART

SHOCK TOP
BELGIAN WHITE

The Telephone Connection

PCS Phosphate

WITN

Cars-N-Carts

McDonald's

EMBARQ

Tranter's Creek

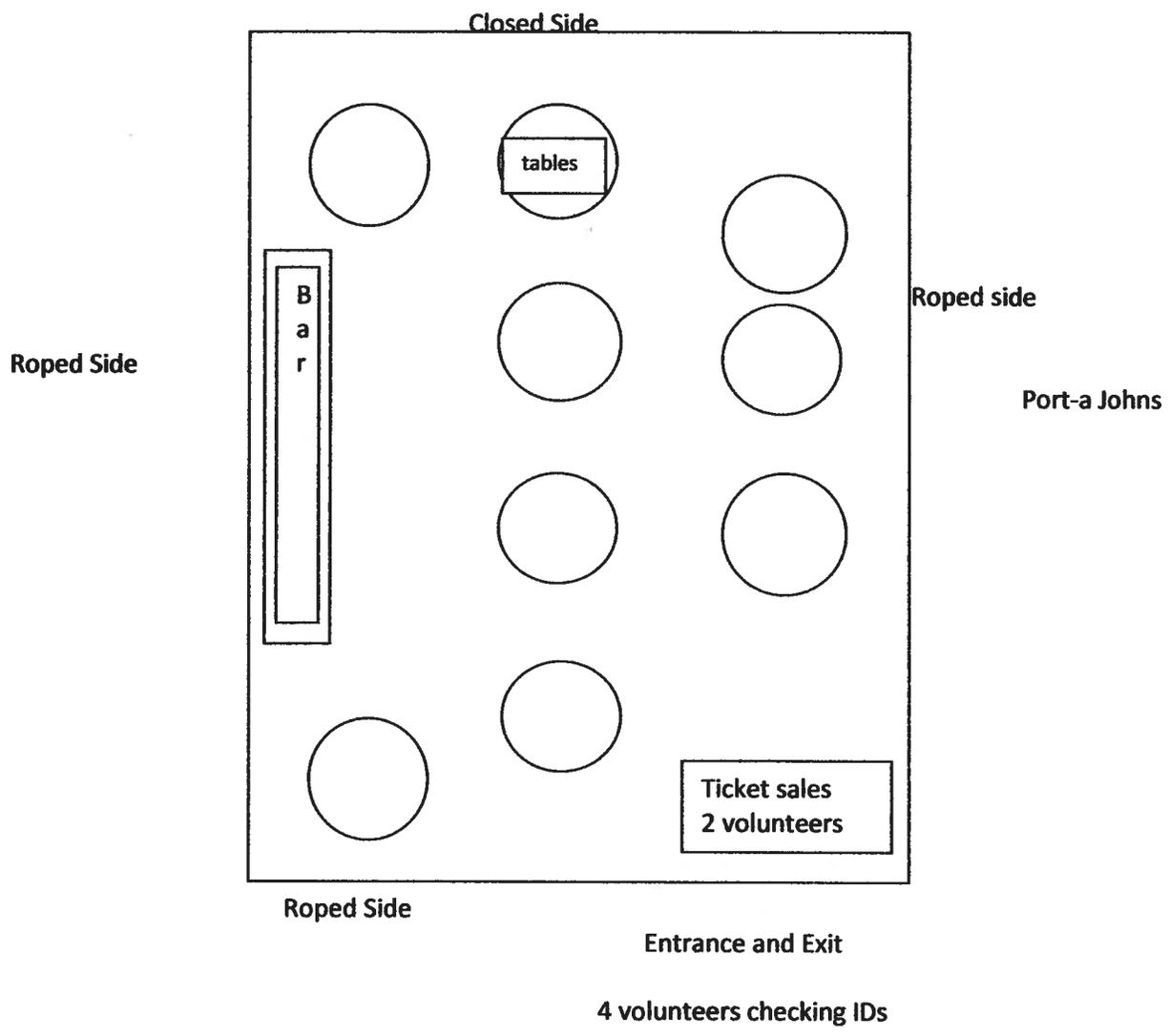
TAYLOE'S HOSPITAL PHARMACY

Festival Happenings

Friday
 Summer Festival
 T-Shirts
 Food, Arts & Crafts
 Rides, Games,
 Concessions
 PCS Fossil Search
 Driving Simulators
 Rock Climbing Wall
 "Beer Garden" Tent
360 Degrees Band
 Fireworks

Saturday
 Summer Festival
 T-Shirts
 Food, Arts & Crafts
 Rides, Games,
 Concessions
 PCS Fossil Search
 Driving Simulators
 1964 Ford NCHP Car
 Ronald McDonald
 show
 Living Waters
 Christian Band
North Tower
 "Beer Garden" Tent

Band



Washington Electric Utilities

A City of Washington Enterprise



Post Office Box 1988 • Washington, North Carolina 27889-1988

Office of the Director

MEMORANDUM

To: James C. Smith, City Manager

From: Keith Hardt, P.E., ^{VSA} Electric Utilities Director

Ref: 12 April 2010 City Council Meeting
– Green Communities Program Presentation

Date: 1 April 2010

The City of Washington Electric Department has been involved in a pilot project sponsored with BreezePlay, Inc. The project's goal is to install 100 energy management units in City electric customer homes. The units installed are used to program operation of the homes heating and cooling systems and have the ability to be monitored and programmed over the internet. In addition, the units will have the ability to monitor and control electric water heaters, electric "smart" appliances, and water usage in the home.

The pilot project is being used to determine the feasibility of using this product on a system wide scale for customer energy savings, load management program enhancements, and meeting upcoming "Smart Grid" requirements.

In conjunction with the current program BreezePlay, Inc also has their "Green Communities Program." Bob Gary with BreezePlay, Inc will be attending the 12 April 2010 City Council Meeting and requests time on the agenda under the Scheduled Public Appearances section to discuss their program.





CITY OF WASHINGTON

MEMORANDUM

DATE: 5 April 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 departmental and ARRA project update.

Awards:

- **DPPEA Roll-Out Cart Recycling Grant** awarded: \$100,000 award, no match required but \$100,000 needed to completely fund project. Grant contract agreement slated for council review; 4.12.10

Notifications:

- **DENR Sewer Lift Station:** Application declined due to competitive grant environment and lack of funding. Total Request: \$600,000 (\$300,000 0% interest loan and \$300,000- principal forgiveness loan). Department: Public Works
- **NC Governors Crime Commission/Criminal Justice Improvements:** Application declined. Project Funds would have been used to continue with Project Next Step Community Resource Coordinator position an additional two years. Total project: \$69,370/city match: \$17,342. Department: Police.

Submittals:

- **NC State Energy Office Student intern:** City partnered with ECU's Departments of Sociology and Political Science to develop intern focus area. Two semester long internships, total request: \$30,000/City Match is staff time only/intern oversight

Internship goals:

A. Internship Program 1: "Energy Efficiency for Low Income Renters": *The City of Washington's low-income renters face a growing burden in the form of increasing energy costs. While homeowners can choose to invest in structural improvements that will make their homes more energy efficient and reduce energy bills, renters lack the incentive to make similar improvements. As the same time, landlords often lack incentives to improve the quality of rental housing because they do not pay the utility bills themselves, fear having to charge higher rents, or face minimal market demand for better home energy efficiency. This results in a substantial stock of rental housing that is less efficient, with low-income renters spending a disproportionately high percentage of their income on energy costs. In 2000, HUD reported that 44.8% of renters in Beaufort County paid 30-50% of their income on housing costs. HUD defines affordability as annual housing costs less than or equal to 30% of annual gross income.*

April 12, 2010

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With nearly 50% of Beaufort County's residents living in an "unaffordable" environment, new approaches must be explored to lessen this burden. The goal of this 300 hour internship will be to explore alternative policies and incentives that can be designed and implemented to improve the energy efficiency of Washington's low income rental housing stock.

B. Internship Program 2: "Weatherization Assistance Program Analysis": *The American Recovery and Reinvestment Act significantly increased North Carolina's Weatherization Assistance Program allocation. To ensure Washington residents receive the much needed weatherization services, the City of Washington and the funding recipient, Martin County Community Action Agency (MCCA), entered into a Memorandum of Understanding. This agreement facilitated the creation of a satellite office within City Hall where applicants meet face to face with an MCCA administrator to file weatherization applications and receive one-on-one education. Additionally, the goal of weatherizing 200 homes over the next 3 years was established. MCCA and the City have developed a positive working relationship to deliver weatherization services to members of our tier one County. Through the internship opportunity, the student will gather systematic data needed to assess the impact of home weatherization improvements in terms of both energy conservation and cost savings among low to moderate income recipients. The cost/benefit analysis will establish which weatherization interventions provide lasting solutions. Secondly, the student will host a series of one-on-one interviews with weatherization assistance program recipients to establish the extent of resident's knowledge about household energy conservation practices. By assessing both the cost /type of intervention and recipient knowledge this 300 hour internship will offer valuable insight into weatherization assistance program.*

Potential projects:

- **Main Street Energy Fund:** The State Energy Office is set to release a Request for Proposals in near future. Program is designed to assist NC Main Street municipalities with energy upgrades in the central business district. Up to \$250,000 available for interested small business owners and municipalities. Two local businesses have an interest: Inner Banks Arts Center and Ruff Kuttz. Additionally, if the City is not awarded EECBG per the lighting retrofit project it will be eligible to propose a portion of this project to the MSEF. Note: 50% match required.
- **Recovery Zone Economic Development Bonds:** An ARRA Build American Bond subset. Bonds can be used for private or public use to finance nearly any capital expenditures that promotes economic development or economic activity in the recovery zone.
- **NCDOT Sidewalk Funding:** Per Council's direction, staff researched sidewalk funding opportunities for the Avon Avenue area. NCDOT offer funds available on a first come, first serve basis for priority projects. The installation of sidewalks on the west side of Avon Avenue was identified as a high priority project in the 2006 Pedestrian Master Plan. The project appeared on previous year city budgets, but was dropped due to changing priorities. This sidewalk would be designed to serve senior citizens walking to grocery and drug store. 5 foot minimum width, approximate 2090 linear feet.

Council FYI:

- **Compact Fluorescent Light bulb (CFL) Drive:** Using ElectriCities annual P4 monies, in conjunction with marketing dollars, 625 four packs of CFLs from Lowe's for \$5,000. CFL Drive will kick off at the April 26, 2010 Town Hall Style Council Meeting.
- **Project closings: Public Works, slated for council approval 4.12.10**
 - **Rural Center Infrastructure Grant:** Extension of 16" water line from industrial park to BC water tower to serve Flanders Filters.
 - **CDBG: Economic Development Grant:** Extension of 16" water line from industrial park to BC water tower to serve Flanders Filters

Project Activity Summary

Bianca Gentile, Special Projects

Table 1: Financial Snapshot of Project Portfolio per American Recovery and Reinvestment Act/Special Projects

Represents summary of match monies and projects awarded, pending and identified by Bianca Gentile, in conjunction with Department heads, staff and community.

Match for Active projects	\$ 0.00	Represents match funds required by projects that have been awarded, minus debt service on USDA loan
Match required project awaiting award notification	\$178,000	Represents match funds for projects that have submitted proposal and are awaiting award notification.
Match for future/potential projects	N/A	Represents match funds that would be needed if a project were developed and proposal submitted
Total Match monies required	\$178,000	
Income / Awarded Grants	\$ 5,456,642	LEPD, Gang Investigator, CDBG Capacity, weatherization, USDA Loan/Grant
Pending awards (applications submitted, awaiting award notification)	\$ 1,417,775	Old Health Department, Repetitive Loss, Greenway planning, CDBG Housing Development, EECBG, Homeland Security, Energy Internship Program
Potential projects with no application/awaiting RFP	\$ 250,000	Main Street Funding, Alternative Fuel Program, State Energy Program (revolving loan fund per weatherization)
Total Project Portfolio	\$ 7,124,397	Income/awarded grants/active projects, pending awards, and future or potential projects

Table 2: Project list per American Recovery and Reinvestment Act/Special Projects

Lists projects submitted for funding and future project/funding opportunities associated with ARRA and identified by Special Projects.

Grant Program	Project Summary	Department	Applied/Deadline	Amount	Match	Other	Status
Bureau of Justice: Rural Law Enforcement	2-year gang/crime investigator, plus license plate recognition technology for patrol cars	Police	Yes: award notification September 30	\$191,408	None	*Award reflects actual amount.	\$191,308 awarded; all ARRA reports current.
Bureau of Justice: Local Solicitation	Hire Law Enforcement Development Planner	Police	Yes: award notification July 31	\$40,234	None	Direct appropriation	\$40,234 awarded; all ARRA reports current.

Grant Program	Project Summary	Department	Applied/ Deadline	Amount	Match	Other	Status
USDA Rural Development: community facilities	Construction of New Police facility	Police	October, 2009	Project estimated @ \$4.35M loan and \$100,000 grant awarded	None	Loan package submitted Must determine site, so it may go through environmental state clearinghouse	\$4.35M Loan/grant awarded submitted to USDA on 10.17.09, awarded loan and grant March, 2010 Grant: \$100K. Must submit response to USDA post April 12 th Council meeting regarding project's status.
Dept. of Homeland Security	Construction of new police facility; EOC	Police	Pre-app due Jan. 22, 2010 Final February 22, 2010	\$457,000	25% or \$157,000	Funding is available to support construction of an Emergency Operations Center (EOC) within new PD	\$457,000 requested Mayor and staff members met with Senator Hagan's Congressional aide to petition their support of the project. Additionally, GK Butterfield and Walter B Jones's office submitted Letters of support on behalf of the application to DHS.
Build American Bonds	Construction of new police facility	Police	Submit request to LGC	\$TBD:	N/A	Deadline: 12.31.10	\$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	N/A	\$800,000 (MCCA manages funds)	None	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.
Federal Emergency Management Agency : NC Division of Emergency Management	Repetitive Losses- Elevates/demo structures suffering from repetitive environmental damage	Planning and Community Dev'mt	August, 2009* Notification: July, 2010	\$293,755	None or \$ 0	Partnered w/ Washington Park and HCP	\$293,755: Total project budget. Partnered with County (HCP managing) to submit joint application. 4/15 homes qualify for participation within City. Application submitted, fundable project.

Grant Program	Project Summary	Department	Applied/ Deadline	Amount	Match	Other	Status
Federal Emergency Management Agency : NC Division of Emergency Management	Repetitive Loss: Old Health Department	Planning and Community Dev't	August, 2009 Letter of Interest submitted (May, 09)	\$184,000 (covers acquisition and demo costs)	None	Budget reflects use of 2010 property values and actual demo estimates	\$184,000 requested. City must match 25% of project total with in kind or cash matches. Application submitted, pending federal approval. Fundable project. Award notification expected July, 2010.
Community Development Block Grant (CDBG) : Housing development	Washington Housing, Inc. will partner with City to construct 15 homes for LMI families and credit counseling services	Planning and Community Dev't	Yes, submitted October, 2009	\$250,000 (22,700 admin)	None	Submitting this grant was a requirement of the Capacity Building grant	\$250,000 requested. Competitive grant environment. Grant award expected in May, 2010.
Historic Preservation Grant	Rehab plan, Old City Hall	Planning and Community Dev't	Feb. 12, 2010	\$10,000	40% or \$4,000	Match can be either kind or cash, 40% required	\$10,000 requested. Use funds to develop plan for old city hall. Award notification expected June, 2010.
Community Development Block Grant (CDBG) : Capacity Building grant	Washington Housing, INC will develop capacity to manage housing development projects	Planning and Community Dev't	Y; Active Project	\$75,000 (10% admin)	None	Partnered with Washington Housing, Inc.	Project close out expected in November, 2010.
Main Street Energy Fund	Energy retrofits for public and private buildings/street lighting or solar trash compactors. Interested businesses <ul style="list-style-type: none"> • IBX Art Center • Ruff Kuttz 	Planning and Community Dev't	January 31, 2010	\$250,000	50% or TBD (building owners will match their project)	50% grant/match	\$250,000; available. Consider offering Breezeplay program (digital thermostats) to downtown building owners. REQUEST FOR TECHNICAL ASSISTANCE TO PREPARE APPLCIATION AND CONDUCT FREE ENERGY AUDITS SUBMITTED. AWAITING RF
State Energy Office: Student Internship	Two competitive internships proposed. Partnered with ECUs Political Science Sociology Depts.	Planning and Community Dev't	March 17, 2010	\$30,000	In kind match		Focus of interns will be on Energy Efficiency for Low Income Renters and Weatherization Assistance Program

Grant Program	Project Summary	Department	Applied/ Deadline	Amount	Match	Other	Status
NC Department of Transportation : Bicycle Master Plan Project	Master Bike Plan, City of Washington	Parks and Recreation	December 4, 209	\$35,000	20% or \$7,000	Worked with Parks and Recreation Dept. 20% or \$7,000 match required.	\$35,000 requested. Submitted to NCDOT per planning efforts for city bike/greenway plan. Award notification expected June, 2010.
Energy Efficiency Conservation Block Grant	Lighting retrofit project on 9 municipal buildings and two civic buildings (Estuarium and boys and girls club)	Public Works	SUBMITTED JAN 15, 2010	\$188,000	5.3% or \$10,000	Developed local energy plan to qualify for program.	\$188,000 Submitted for a lighting retrofit project on 8 municipal buildings and 2 local nonprofits. 1 yr project, competitive grant environment. Award notification expected June 2010.
State Energy Program	Under this opportunity City could launch a revolving loan fund allowing homeowners to weatherize homes w/no or low interest loans	N/A	Guidelines will be released July, 2010	Pending RFP	TBD		\$TBD: Waiting for the Request For Proposals (RFP)
Alternative Fuel Vehicles	Improve municipal vehicular emissions	N/A	TBD	N/A	N/A	Developed Green Fleet Policy.	\$TBD: waiting for RFP on state level. Hope to partner with NC Solar Center. Relationship established.

Table 3: Departmental Projects

Summarizes current and potential projects by department

Grant Program	Project Summary	Department	Applied/ Deadline	Amount	Match	Other	Status
DEPARTMENT: PARKS AND RECREATION, Philip Mobley							
NC Recreational Trails Program	"Build 3000" walkway along Jack's Creek	Parks and Recreation	Yes	\$100,000 (awarded 2009-Nov. 2011)	\$25,000	25% match. Funds have been allocated through admin/cash	\$100,000 awarded. Waiting for Vietnam Wall to be moved and need to clarify trail route.
Boating Infrastructure Grant Program (BIG-P)	Construct 12 Transient Slips along Waterfront	Parks and Recreation	Yes	\$200,000 (awarded 2007-Jan. 2011- may request extension)	\$25,300	Match allocated: \$25,300 cash match and \$104,676 in-kind match	\$200,000 awarded. Project in Process, Environmental Assessment is in State clearinghouse and will begin major CAMA permitting process 3-6months to renew.
The North Carolina Parks and Recreation Trust Fund (PARTF)	Develop Festival Park	Parks and Recreation	February 1, 2010	\$575,000	\$287,500	50% match, although you 3 years do allocate	Award notification expected May 7, 2010
DEPARTMENT: PLANNING AND COMMUNITY DEVELOPMENT, John Rodman							
Div. of Coastal Management – Public Beach & Coastal Access Grant	Waterfront Dockmaster and Public Restroom Facilities for western end of Stewart Parkway	Planning and Community Dev' mt	Pre-application due May, 2010	\$325,000	\$32,500	10% match of grant award with 5% of that amount available as in-kind Final Application , July, '10	\$3 million available for 20 coastal counties - \$200,000 average grant award

Grant Program	Project Summary	Department	Applied/ Deadline	Amount	Match	Other	Status
DEPARTMENT: FIRE, Chief Robert Rose							
FEMA 2009 Fire Act Grant	Replacement of 22 complete sets of turn-out-gear	Fire Department	Yes	\$50,930	\$2,546		\$50,930 awarded. Award number has been posted on online application; have not received official notification.
DEPARTMENT: POLICE, Chief G. M. Reed							
NC Gov Crime Commission	2 year drug market / gang reduction called Project Next	Police Department	Awarded 07/01/2008	284,212	\$71,053		\$ 284,212 awarded. 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	Police Department	1/29/2010	\$69,370	\$17,342		Notification received: Application declined.
US Department of Justice: Office of Justice	Bulletproof Vest Partnership Program	Police Department	Awarded FY 2008	\$ 6,822.50	3,411.25	Paid 50% of Vest purchases, max 20	\$ 6,822.50 Still active through 2010
NC League of Municipalities	Soft Body Armor Reimbursement Program	Police Department	Yearly	\$2,500		\$250 per vest, 10 max	N/A
DEPARTMENT: LIBRARY, Gloria Moore							
NC State Library: LSTA Technology Assistance	Mobile Lab Unit; to purchase laptops to teach computer literacy classes, install wireless upstairs	Library	Feb 17 , 2010	\$25,000	\$5,000		Awaiting award notification
Stimulus Rural Broadband	Broadband infrastructure. Computers, resources for job seekers	Library, in partnership with the state library system	March 17, 2010	N/A	N/A		Matching funds will be provided by the Gates Foundation

Grant Program	Project Summary	Department	Applied/ Deadline	Amount	Match	Other	Status
DEPARTMENT: Public Works, Allen Lewis							
Rural Center: Infrastructure	Extension of 16" water line from Industrial Park to BC water tower to serve Flanders Filters	Public Works	Awarded;	\$383,436	\$17,054	\$17,054.	\$383,436 awarded. Project complete. Multiple items on 04-12-10 agenda to closeout project.
CBDG: Economic Development	Extension of 16" water line from Industrial Park to BC water tower to serve Flanders Filters	Public Works	Awarded	\$336,600	No match	No match	\$336,000 awarded. Project complete. Multiple items on 04-12-10 agenda to closeout project.
CDBG: Infrastructure	24" gravity sewer line along Pennsylvania Ave	Public Works	Awarded	\$500,000	\$40,0000 - allotted	\$40,0000- allotted	\$500,000. Scheduled for completion April, 2010
DPPEA	Roll-out cart recycling grant	Public Works	Grant submitted	\$100,000		No match required from agency but \$100,000 is needed to completely fund project	Contract agreement on 04-12-10 agenda.
Department of Environmental and Natural Resources; Division of Water Quality	Main and Repress Sewer Lift Station	Public Works	Submitted March, 2009 potential award March, 2010	\$600,000	\$300,000 (0% interest loan)	\$300,000 principal forgiveness loan)	Notification: March, 2010. Were not awarded grant. Funds ran out.

Table 4: Departmental Project Summary

Represent summary of departmental match monies and projects

Match required for active projects	\$ 184,265.25	Represents match funds required by projects that have been awarded
Match required for projects awaiting award notification	\$ 309,842.00	Represents match funds for projects that have submitted proposals and are awaiting award notification.
Match for future/potential projects	\$ 32,500.00	Represents match funds that would be needed if a project were developed and proposal submitted
Total Match monies	\$ 526,607.25	Total of all match monies needed to support all projects (current, pending and future/identified projects)
Active Projects	\$ 1,861,400.50	Projects that have been awarded funded and are currently active
Projects Awaiting Award Notification	\$ 669,370.00	Projects that have developed and are awaiting award notification
Future/Potential Project Opportunities	\$ 327,500.00	Project opportunities that have been identified, yet no proposal developed/submitted
Total Project Impact	\$ 2,858,270.50	Represents total impact of projects, should all applications/proposals be funded. Does not include match!

Table 5: Total Project Activity

Represents summary of all active, pending and potential projects within the City of Washington

Departmental Activity Total	\$ \$ 2,858,270.50	Represents total impact of projects, should all applications/proposals be funded. Does not include match!
Special Projects Activity total	\$ 7,124,397.00	Represents total impact of Income/awarded grants/active projects, pending awards, and future or potential projects per ARRA/Special Projects
Total Project Activity	\$ 9,982,667.50	

**Downtown Washington on the Waterfront (DWOW) Report
Monday March 12th, 2010 City of Washington Council Meeting**

We are proud to announce...

Three Groups Join Forces to Support Washington.

On March 16th, 2010 the Citizens for Revitalization Committee voted to merge with Downtown Washington on the Waterfront. The committee based this unanimous decision on the fact that the planning work it had been tasked with by the City Council had been completed, and the challenge now facing the group was how to effectively implement the Revitalization and Reinvestment Strategy. In recognition of the recent decision made by the Historic Merchants Association to join forces with DWOW, the C4R group recommended that the DWOW Board consider a name which would acknowledge the merger of these groups and reflect the fact that a new and stronger organization had been created.

Downtown Washington On the Waterfront (DWOW) is pleased to announce that the DWOW Board in a meeting which included representatives of the Merchant Community and the Citizens for Revitalization Committee, unanimously voted to adopt the name Washington Harbor District Alliance.

Chris Furlough will join Washington Harbor District Alliance's (WHDA) Board as VP of Economic Restructuring. The downtown merchants have agreed to operate under WHDA's Vice President for Promotions, Mac Hodges. Ross Hamory will remain President of WHDA which will continue to be a 501(c)3 non profit organization, using the NC Main Street four point approach for revitalization. Beth Byrd will become WHDA's Director.

USDA – Farmers Market Promotion Program Grant

Tom Miller, Retired VP of Promotions and current Saturday Market Manager, Ross Hamory, Pres. of WHDA, Beth Byrd (with the assistance of Michele Oros) are currently in the midst of applying for a grant from the USDA- Agricultural Marketing Service (AMS). The amount requested is approximately \$32,000. If awarded we hope to use this funding to expand direct producer to consumer sales of locally grown agricultural products by attracting more consumers and farmer/vendors to our Farmer's Market. In the 2011 market year we will mount a two year campaign to promote the market, using billboards, radio, and print media. This campaign will increase the number of vendors, foot traffic and sales by 50% over a two year period. In 2012 the design for a year round structure to house the farmer's market will be completed. As you know, the market facility is part of the Washington Waterfront Visualization and Reinvestment Strategy that was adopted by City Council. WHDA will contribute \$5,500 dollars to the project. An additional 340 volunteer hours, valued at \$18.00 per hour, for a total \$6,120 will also be devoted to this project. The application is due April 15th and AMS will announce recipients of the FMPP grant funds on or before September 30, 2010. Wish us luck!

Movies In The Park (See Attached)

Lydie Jennings, Mac Hodges and Brownie Futrell with the assistance of Washington Harbor District Alliance are pleased to offer a new, fun, family event to Washington. Movies In the Park will start on Friday, May 14th and will run through October. It will be held at the west end of Festival Park (the screen will be attached to the fencing there.) We would like to invite the Mayor and Council to join us for an opening night party with food and refreshments on Friday May 14th at 6:30. This will give us an opportunity to thank the City of Washington and MITP Sponsors for helping us to bring this event to Washington.

Overview of WHDA Schedule of Events for the 2010 Spring/Summer Season

Music in the Streets - Come enjoy the musicians, the artists and the non-profit organizations all there to entertain you. Compete in the BC Idol, cruise the popular Down East Rods and Classics Car Show and cut the rug with "Music in the Streets Shaggers". The monthly event runs from 6 to 9 PM Starting April 16th through September **Every 3rd Friday**. In October it moves to the 4th Friday.

Saturday Market – Starting April 17th when we offer a **FREE day for all food vendors and artists to display their wares**. Join us for a **Saturday Celebration**. Shop for fresh produce, local seafood, plants, flowers, herbs, salsa, and mushrooms! Washington's only Farmers Market at the corner of Stewart Parkway and Main Street. Enjoy the music from the Beaufort County Traditional Music Association jam and **once monthly Washington Artisan Fair on the second Saturday of the month**.

Movies In The Park - Outdoor movie series shown at dusk on the riverfront at Festival Park. Starts **Friday, May 14th** when we present The Blind Side. For a complete schedule go to www.washingtononthewater.com

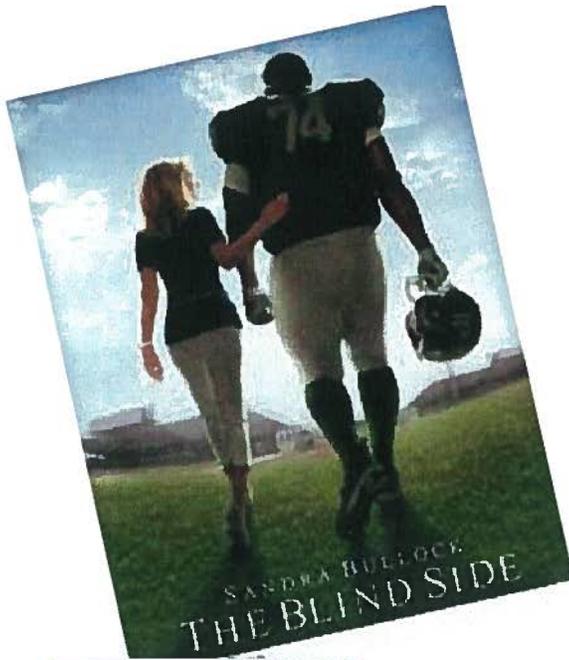
***Pickin' On the Pamlico - Saturday, August 21st**. Enjoy all the local blue crabs and shrimp you can eat, great music and a stunning sunset all enjoyed along the Pamlico River. \$

***Pirates Beach Music Festival - Sunday, September 12th**. Fun, sun and great dance music in Festival Park- need we say more? \$

* These are the only events that are considered fundraisers. All other events we produce to meet our goal of helping to promote downtown as a place to live, shop, work, and be entertained. 2010 Pirates Beach Music Festival will continue to be a fund-raiser for the music pavilion at Festival Park as well as the WHDA.

Movie in the Park

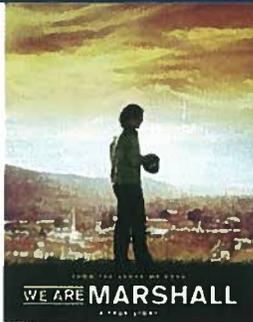
Outdoor Movie Series



Downtown Washington on the Waterfront
"Festival Park"

Bring a picnic or visit area restaurants for their
"Movie in the Park Specials"

Movies start at dusk.
Park opens at 5:00pm.



Friday, May 14th The Blind Side

Don't miss this movie if you haven't seen it already! If you have seen it, it's worth seeing it again! An amazing story of what true family is all about! PG13

Friday, June 18th Field of Dreams

Brought to you by the City of
Washington Parks & Rec. Dept.

If you build it they will come! Great movie about the American Dream and baseball...a classic of our time - rated PG. Sport your favorite team's hat or jersey!

Friday, July 16th Ferris Bueller's Day Off

John Hughes' magical comedy about how playing hooky for a single day can produce a lifetime's worth of adventure. PG13

Friday, August 13th Eagles Concert

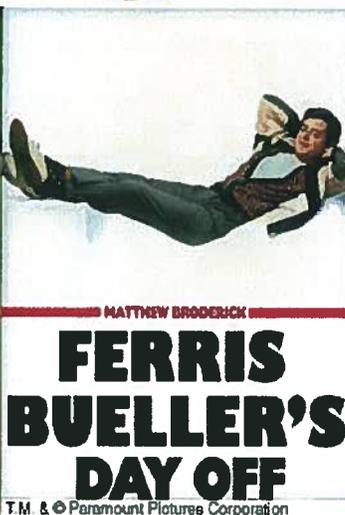
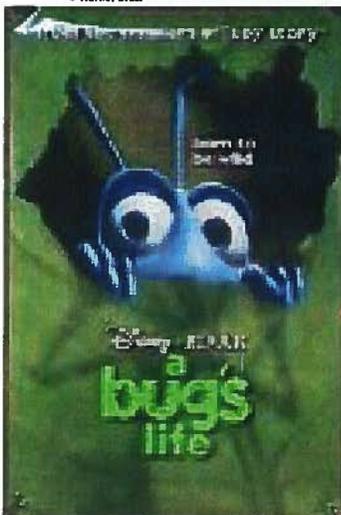
Hear the Eagles Farewell Tour Live from Melbourne on our outdoor movie screen.

Saturday, September 18th A Bug's Life

Life through the eyes of a bug..rated G! Wear the biggest glasses you have so we'll all be bug eyed!

October Movie We are Marshall

Movie will show the weekend of the ECU vs Marshall game-rated PG. Wear ECU sportswear ...or Marshall!



This Fall...Outdoor Broadcasts of
ECU Football and Other Sporting Events

Dates to be Announced

April 12, 2010

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HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27889

Phone: 252-975-1280

Fax: 252-974-6461

Human Relations Council (HRC) Report Monday April 12, 2010 City Council Meeting

Update on Project Next Step was presented by April Corbett, Project Coordinator

- Number of clients that had completed the program
- Number of clients in school
- Number of clients employed
- Number of clients that failed the program (final decision made by the DA's office)

Fair Housing Discussion:

Fair Housing "Housing Forum" planned for Tuesday, May 11, 2010 @ the Senior Resource Center from 6:30 pm – 7:45 pm.

Following organizations will be co-sponsoring or participating in this event:

- Sarah F. Bocanegra, Equal Opportunity Specialist, HUD FHEO
- Gina Amaxopulous, Housing Specialist, Washington Housing Inc.
- Metro Housing
- Habitat for Humanity
- Rick Stevens Builder, Ltd.
- Northgate Development
- Various lending Institutions along with Credit Repair Consultants

Council members are welcome to attend and experience one facet of the Human Relations Council.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Cynthia S. Bennett, City Clerk 
Date: April 1, 2010
Subject: Appointments to Historic Preservation Commission and Recreation Advisory Board
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

A. Historic Preservation Commission

I move that the City Council appoint _____ to the Historic Preservation Commission to fill the unexpired term of Michael Overton, term to expire June 30, 2011.

B. Recreation Advisory Committee –

I move that the City Council appoint _____ to the Recreation Advisory Committee to fill the unexpired term of Lisa Williams Baker, term to expire June 30, 2012.

BACKGROUND AND FINDINGS:

Advertisements were placed in the Washington Daily News for vacancies for expiring terms on the aforementioned boards and commissions. Lisa Williams Baker submitted a letter of resignation from the Recreation Advisory Board. This position should be filled with a person inside the City limits. Michael Overton has resigned from the Historic Preservation Commission creating a vacancy with a term to expire on June 30, 2011.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Applications

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review:  Concur  Recommend Denial _____ No Recommendation _____ Date
 April 12, 2010

Historic Commission

Primary Board _____ Other Boards _____

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

NAME JERRY CREECH

ADDRESS 527 W. 2nd St

PHONE NO. (BUSINESS) _____ (HOME) 946-7839 Cell 714-3564

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

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

YEARS OF EDUCATION 16

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

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

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

My love of history, restoration of older homes
interest in 18th century woodwork

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

Jerry Creech
Signature

3-11-10
Date

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

Primary Board Recreation ^{Advisory} Other Boards _____

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

NAME Kendra D. Windley

ADDRESS 208 The Courtyards, Washington NC 27889

PHONE NO. (BUSINESS) (252) 975-4647 ext 7 (HOME) (252) 946-0195

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 33 YEARS

YEARS OF EDUCATION 17

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

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

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

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

I am passionate about service and making the Original Washington
a better place. Furthermore, I believe I can offer innovative
ideas and a new perspective.

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

Kendra D. Windley
Signature

2/25/2010
Date

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

Primary Board RECREATIONAL Other Boards _____

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

NAME BLAID HORTON
(Please Print)

ADDRESS 121 BATH CIRCLE WASHINGTON, NC 27889

PHONE NO. (BUSINESS) 252-975-4774 (HOME) 252-975-6943

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 28 YEARS

YEARS OF EDUCATION 16 YRS (COLLEGE DEGREE, ECU)

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

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

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

I HAVE ASSISTED WITH THE RESTRUCTURING OF THE WASHINGTON CIKES
SOFTBALL LEAGUE, AS WELL AS I AM CURRENTLY A MEMBER OF THE
CAL LIPKIN BASEBALL LEAGUE BOARD. I HAVE THREE KIDS THAT PLAY →

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

Blaid
Signature

3-18-10
Date

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

IN DIFFERENT LEAGUES FROM BASEBALL, SOFTBALL, SOCCER, AND BASKETBALL.
I HAVE ALWAYS COACHED THEIR TEAMS, AND NOW I HAVE NO INTEREST
IN GETTING INVOLVED ON A HIGHER LEVEL.

Washington Recreation Advisory Committee

Primary Board Parks + Rec Other Boards _____

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

NAME Monica Ferrari
ADDRESS 604 West 2nd St. Washington, NC
PHONE NO. (BUSINESS) _____ (HOME) '975-1698'
DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES () NO ()
HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 2 1/2 YEARS
YEARS OF EDUCATION 15 yrs.
HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES () NO ()
IF YES, PLEASE INDICATE DWOW Advisory Board + WAHF
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? no IF YES, EXPLAIN _____

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

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

As co-chair of the Washington Off-Leash Dog Park, I initiated this park after listening to the requests of our residents and visitors to Washington. This

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

Monica Ferrari
Signature

March 10, 2010
Date

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

Was a year long effort to form the non-profit organization, raise money, do the research on successful dog parks, write the specs and oversee the Fence company and Parks + Rec. Department in the final stages of building the park. It is now a very successful community off-leash dog park, that has record number of visitors.

I see other areas of our community that the public and Parks + Rec Department could work together to secure more green space for our future.

I am driven, focused and have experience working with Mr. Phil Mabley and his team.

Thank you,

April 12, 2010 -
Page 102 of 160

Monica Ferrari



City of Washington

P. O. Box 1988, Washington, NC 27889-1988

MEMORANDUM

DATE: April 1, 2010

TO: Mayor and City Council

FROM: Allen Lewis 
Public Works Director

SUBJECT: Intersection of West Main Street & Stewart Parkway.

This is a follow-up to the request from Council on March 8 and March 22, regarding the above location.

Staff was asked to look into doing away with the long, sweeping turning movement from in the southwest quadrant at West Main Street and Stewart Parkway. It was suggested that the lane be temporarily blocked so that the public's response could be monitored. As directed by Council, this will be done with existing barricades, signs, etc.

As mentioned at the above referenced meetings, the radius in this quadrant that traffic will need to negotiate due to this is very short, less than 5 feet. Anything larger than a full size passenger vehicle or truck will have difficulty making this turning movement without crossing the center line of Stewart Parkway. If Council decides to permanently do away with this long sweeping movement, it is recommended that a minimum 25' radius be installed. The concrete work alone, curb and gutter and sidewalk will cost approximately \$26,000.

/al

cc: James C. Smith



City of Washington

P. O. Box 1988, Washington, NC 27889-1988

MEMORANDUM

DATE: April 1, 2010

TO: Mayor and City Council

FROM: Allen Lewis 
Public Works Director

SUBJECT: Intersection of East Main Street & Park Drive.

This is a follow-up to the request from Council on March 8 and March 22, regarding the above location.

Staff was asked to look into doing away with the "slip ramp" turning movement in the southeast quadrant at East Main Street and Park Drive. It was suggested that the lane be temporarily blocked so that the public's response could be monitored. Due to the ongoing construction on the bridge over Runyon Creek, response may be minimal other than traffic headed to the restaurant and business on the east end of Main Street and the boat ramp. As directed by Council, this can be done with existing barricades, signs, etc.

As mentioned at the March 22 meeting, I spoke with NCDOT representatives about this issue as well. According to Division Traffic Engineer Steve Hamilton, PE, he went back and looked at the turning movement counts from the mid 1990's when installation of the traffic signal was being considered. At that time, there was over 800 vehicles using this slip ramp to head east on Park Drive. This represented over 77 % of the total traffic entering this intersection on East Main Street and over 86 % during the evening peak hour of 5:00 to 6:00 PM. Additionally there were almost 1300 southbound vehicles making the left turn off Hudnell Street. If this slip ramp was done away with, these turning movements would conflict with each other. As a result, it is NCDOT's belief that adding this significant volume of right turn traffic would cause operational problems, delay, and possibly safety issues at the signalized intersection.

Based on this data, he would not recommend that the existing conditions be revised. However, he did say that should it be determined that some type of change is desired, an option would be to keep the slip open across the tracks and then widen to create a two lane approach at the current alignment across from the north leg of East Main Street, toward the boat ramp. The negative to this would be having the through lane and right turn lane (east on Park Drive) beside one another which can create sight distance issues and depending on the design could also change the current yield condition to a stop condition.

He also noted the possibility of an "out-of-the-box" option that would close East Main Street back on the west side of Jack's Creek, and remove the East Main Street leg at the intersection with Park Drive and Hudnell and the slip ramps. This would make the existing signalized intersection at Park Drive and Hudnell a "T" intersection. I believe this might cause some emergency response issues though.

Finally, as also mentioned on March 22, the proximity of this end of Main Street to the railroad track will necessitate coordination with Carolina Coastal Railroad. At this time, they have approved the use of temporary barricades to close this slip ramp. They will determine whether to allow curb and gutter to be placed this close to their rail (8 feet) if and when the barricades are put in place.

/al

cc: James C. Smith

Washington Electric Utilities

A City of Washington Enterprise

Post Office Box 1988 • Washington, North Carolina 27889-1988



Office of the Director

MEMORANDUM

To: James C. Smith, City Manager
From: Keith Hardt, P.E., Electric Utilities Director
Ref: NCEMPA Commissioner Appointments
Date: 5 April 2010

Below is the format used to appoint representatives to the NCEMPA Board of Commissioners. We can appoint up to three (Commissioner, First Alternate Commissioner and Second Alternate Commissioner) to the NCEMPA Board of Commissioners. If fewer than three are to be appointed the additional appointment language is omitted.

After the appointment(s) is(are) made each Commissioner must take an Oath prior to being seated as a commissioner at a Board meeting.

Action Suggested: I move that the City Council appoint (*name*) as Commissioner [and appoint (*name*) as First Alternate Commissioner] [and appoint (*name*) as Second Alternate Commissioner] to the North Carolina Eastern Municipal Power Agency.





City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, CFO
Date: April 12, 2010
Subject: Approve the Salvation Army and St. Vincent DePaul, Mother of Mercy Church as co-sponsors of the Project Help utility assistance program and appropriate \$2,000 city contribution to the Project Help fund.

RECOMMENDATION:

I move that City Council approve the Salvation Army and St Vincent DePaul, Mother of Mercy Church as co-sponsors of the Project Help utility assistance program and appropriate \$2,000 city contribution to the Project Help utility assistance fund.

BACKGROUND AND FINDINGS:

In April 2008, the City partnered with Eagle's Wings to create a utility assistance fund called Project Help. Since its inception, \$6,499 of donations have been collected from our customers and disbursed back to the City to assist needy families with paying their utility bills.

Last month, the Executive Director of Eagle's Wings contacted the City stating that they wished to discontinue disbursing the utility assistance funds so their organization could focus solely on food distribution.

City management has contacted several care groups in Washington about partnering with the City in order to continue this program. Two organizations, the Salvation Army and St Vincent DePaul, Mother of Mercy Church have expressed an interest in working with us. Management recommends that the City continue to solicit and accept donations from Washington utility customers and split the contributions equally between the Salvation Army and St. Vincent DePaul, Mother of Mercy Church for those organizations to determine eligibility and the level of assistance. Further, management recommends that the city contributed \$2,000 in FY 09/10 to the utility assistance fund to provide ample funds to jump start the program. This City contribution along with donations received by customers during the past month, will give each organization approximately \$1,500 to begin the program. 100% of all utility assistance funds contributed by the city and our customers are returned back to the City in the form of utility payments on accounts.

PREVIOUS LEGISLATIVE ACTION

April 2008 – creation of the utility assistance fund

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: MM Concur _____ Recommend Denial _____ No Recommendation
4/7 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. The account number 35-90-6610-6000, Utility Assistance Contributions, Miscellaneous, Non-Departmental portion of the Electric Fund appropriations budget be increased in the amount of \$2,000 to provide funds for the utility assistance fund.

Section 2. That the Estimated Revenues in the Electric Fund be increased in the amount of \$2,000 in the account Fund Balance Appropriated, account number 35-90-3991-9910.

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

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

Adopted this the 12th day of April 2010.

MAYOR

ATTEST:

CITY CLERK



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Keith Hardt, Electric Director
Date: April 1, 2010
Subject: Route 33 Power Line Relocation
Applicant Presentation:
Staff Presentation: Keith Hardt

RECOMMENDATION:

I move that City Council approve a budget ordinance to reduce the Electric Fund Appropriations budget for the Route 33 line relocation and Estimated Revenues budget for Fund Balance Appropriated by \$250,000.

BACKGROUND AND FINDINGS:

The City will not have any significant utility relocation costs related to the Route 33 bridge project in Chocowinity.

PREVIOUS LEGISLATIVE ACTION

Included in fiscal year 2009/2010 budget.

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: cm Concur _____ Recommend Denial _____ No Recommendation
4/7 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. The account number 35-90-8390-6000, Route 33 Line Relocation, Power Line Construction, portion of the Electric Fund appropriations budget be decreased in the amount of \$250,000.

Section 2. That the Estimated Revenues in the Electric Fund be decreased in the amount of \$250,000 in the account Fund Balance Appropriated, account number 35-90-3991-9910.

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

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

Adopted this the 12th day of April 2010.

MAYOR

ATTEST:

CITY CLERK



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Philip Mobley, Director Parks and Recreation
Date: April 1, 2010
Subject: Approve and Authorize Director to execute Waterfront Docking Agreement with Belle of Washington, LLC
Applicant Presentation: None
Staff Presentation:

RECOMMENDATION:

I move City Council approve and authorize the Director of Parks and Recreation or his designee to execute the Waterfront Docking Agreement with Belle of Washington, LLC and further authorize the Director of Parks and Recreation or his designee to negotiate, enter and execute future Waterfront Docking Agreements with Belle of Washington, LLC so long as such future Agreements are substantially similar to the Agreement approved hereby and Council receives an annual report concerning the relationship with Belle of Washington, LLC, including a notice regarding the intention to enter and term for such future Agreements.

BACKGROUND AND FINDINGS:

Staff and the City Attorney have been working with Belle of Washington, LLC to update the Waterfront Docking Agreement for Belle of Washington, LLC.

PREVIOUS LEGISLATIVE ACTION

April 27, 2009 – City Council approved and authorized the Director of Parks and Recreation or his designee to execute the Waterfront Docking Agreement for Belle of Washington, LLC for a period of Six (6) months with the option to extend for an additional six months upon notice to Waterfront Docks.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Proposed Waterfront Docking Agreement for Belle of Washington, LLC.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *MM* Concur 4/7 Recommend Denial _____ No Recommendation _____ Date

**NORTH CAROLINA
BEAUFORT COUNTY**

WATERFRONT DOCKING AGREEMENT

THIS AGREEMENT, is made the 27th day of April, 2010, by and between the City of Washington, North Carolina (hereinafter referred to as "Waterfront Docks") and Belle Of Washington, LLC (hereinafter referred to as "Boat Owner"). For and in consideration of \$1.00 and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein as well as valuable consideration paid and to be paid, Waterfront Docks and Boat Owner agree as follows.

1. **GRANT OF LICENSE.** Waterfront Docks hereby grants to Boat Owner and Boat Owner hereby accepts from Waterfront Docks a license to use a certain portion of Waterfront Docks' piers known to Waterfront Docks as Dock L and Slip Nos. 1 and 2 (hereinafter referred to as "Slip") subject to the terms and conditions set forth herein. It is agreed between the parties that this license is personal to Boat Owner and shall not inure to the successors or assigns of Boat Owner. Boat Owner agrees that it does not possess and shall not claim at any time an interest or estate of any kind or extent whatsoever by virtue of this license or Boat Owner's exercise or use hereunder of the same and Waterfront Docks conveys no interest in property, including but not limited to Slip, dock, or pier, to Boat Owner by this Agreement.

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

Name of Boat: Belle of Washington Make: Standard Cruiser Model: Custom 75 Passenger Vessel

Year: 1993 Registration/Documentation 989 694 Length: 74.4' Beam: 18' Draft: 3.5'

Owner's Address: P.O. Box 1752, Washington, NC 27889 Social Security No.: xxx-xx-8703

Work Phone: 252-974-0919 Home Phone: 252-946-9875 Emergency Phone: 252-973-1974

Insurer: Sloan Insurance Policy #: 9CC 8266-O Insurer's Phone: 252-946-6114

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

3. **RENTAL/TERMINATION/LATE CHARGES.** Boat Owner shall pay Waterfront Docks for the use of the Slip, as provided herein, \$2,000.00 for a twelve (12) month term, payable in advance, beginning the 27th day of April, 2010 and ending on the 26th day of April, 2011. This Agreement may be terminated by Waterfront Docks, with or without cause, upon thirty (30) days notice to Boat Owner. This Agreement may be terminated by Boat Owner, with or without cause, as long as: a) Boat Owner has complied with and is current on all obligations required of Boat Owner in this Agreement and b) Boat Owner provides thirty (30) days written notice to Waterfront Docks. Payments made by Boat Owner must be received by Waterfront Docks as stated herein at the following address: P.O. Box 1988, Washington, N.C. 27889 or such other place as Waterfront Docks may designate. Should Boat Owner leave or abandon the Slip during the term of this Agreement, Boat Owner shall forfeit any monies paid and not be entitled to any refund from Waterfront Docks. If any rent is not paid within fifteen (15) days of when due, Waterfront Docks shall a) be entitled to assess a late fee of 1.5% of the amount then due and, in addition to the late fee, the amount then due shall bear interest at the rate of 18% per annum or the maximum legal rate, whichever is less, from the date due until the same shall be paid and/or b) have the right to relocate the Boat from the Slip, including but not limited to placing it at anchorage, and receive reimbursement and indemnification from Boat Owner for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (hereinafter referred to as "Rules").

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

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

a. Waterfront Docks, in its discretion, may retain, or require Boat Owner to remove, any alteration, addition, or improvement made by Boat Owner to the Slip or to any common area pursuant to advance written approval of Waterfront Docks. Any such alteration, addition, or improvement retained by Waterfront Docks constitutes further consideration for this Agreement.

b. Boat Owner shall keep the waterfront area around the Slip clean as well as litter free and in a presentable, acceptable and satisfactory condition to the City.

5. **BAILMENT.** It is understood and agreed that this Agreement does not constitute a bailment. Except as otherwise provided herein, Boat Owner retains and has exclusive care, custody, control, and access to the Boat and its contents at all times.

6. **GENERAL RESPONSIBILITIES AND OBLIGATIONS.** Waterfront Docks' employees, in their sole discretion, may make reasonable efforts to contact Boat Owner and notify Boat Owner of dangerous conditions requiring Boat Owner's attention, but Waterfront Docks assumes no responsibility or liability for the same, including but not limited to tending mooring lines or moving boats from berths to which they are or were assigned. Boat Owner further agrees to provide Waterfront Docks a key or combination to his Boat lock, location of motor key and written starting instructions. It is expressly agreed that Waterfront Docks shall not be liable to Boat Owner if for any reason Waterfront Docks fails to move the Boat.

a. Notwithstanding any provision in the Rules to the contrary, Boat Owner shall not be required to move his Boat after the Pamlico Sound area is given a NOAA Weather Warning Condition.

7. **RATIFICATION OF ACTIONS.** Notwithstanding anything herein to the contrary and although Waterfront Docks has absolutely no obligation to do so, should Waterfront Docks enter upon the Boat or take any action to protect the Boat, which action is hereby approved and authorized by Boat Owner, including but not limited to relocating the Boat, installing mooring lines, or pumping the Boat, or similar services, Boat Owner agrees to reimburse and indemnify Waterfront Docks as more specifically provided for in the attached Rules and to hold Waterfront Docks, its representatives, agents, or contractors harmless for any loss or damage to the Boat as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.

8. **USE OF SLIP.** Boat Owner shall not be entitled to berth any other boat at the Slip other than as identified above without the express written consent of Waterfront Docks. Boat Owner shall not use the Slip as rental property, a dwelling, or for any purpose other than the purposes stated herein without prior written consent of Waterfront Docks. Boat Owner shall have no interest in the Slip other than the right to use said space in accordance with the terms and conditions of this Agreement and any rules and regulations as Waterfront Docks may make respecting the use thereof.

a. Notwithstanding the foregoing or anything contained in the attached Rules to the contrary, Waterfront Docks hereby authorizes Boat Owner to utilize said Slip to berth and operate the Belle of Washington, a dinner cruise boat, and to utilize the adjacent common areas or other waterfront dock facilities for loading and unloading passengers, but only after obtaining specific permission for all such utilization from Waterfront Docks. Boat Owner shall coordinate all events with Waterfront Docks. Boat Owner shall perform all activities associated with its dinner cruise operation in such a manner that such activities do not interfere with, hinder, or in any way impair the public's use of the waterfront docks or the use of other slips by other boat owners. Boat Owner agrees to cooperate in all respects with all of the parties, including the public, who presently utilize or may in the future be utilizing the waterfront docks and agrees to coordinate its activities insofar as possible to achieve an orderly, safe, and harmonious joint usage thereof by all parties.

9. **HAZARDOUS MATERIALS.** Boat Owner covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Boat Owner agrees and does hereby fully indemnify and shall hold Waterfront Docks absolutely harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Waterfront Docks may incur or suffer by reason of any claim or liability arising from Boat Owner's noncompliance with applicable environmental laws and the terms of this paragraph. Boat Owner specifically covenants and agrees that no hazardous substances, hazardous wastes or waste by-products, pollutants or contaminants, shall be dumped in any trash receptacle, or otherwise, in, on or about the Slip or Waterfront Docks' facilities, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

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

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

11. **INSURANCE.** Boat Owner shall, throughout the term of this Agreement and any renewal thereof, at its own expense, keep and maintain in full force and effect the following insurance coverages.

a. Statutory workers' compensation insurance or the maritime equivalent in amounts required by law and, unless exempted by applicable law, employer's liability insurance at a minimum of \$500,000.00 for bodily injury by accident each employee and \$500,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 by disease.

b. Commercial general liability insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$2 million per occurrence and \$2 million aggregate.

c. Protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$2 million.

d. At the option of Boat Owner, the above limits may be less than stipulated herein so long as Boat Owner obtains and maintains an

excess policy providing the additional limits needed. This form of coverage must be approved by Waterfront Docks and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

Each such policy shall list Waterfront Docks as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to Waterfront Docks. Boat Owner shall deliver to Waterfront Docks certificates of insurance for all insurance policies required hereunder. Boat Owner shall, within a reasonable time prior to the expiration of any such policy, furnish Waterfront Docks with certificates of insurance evidencing renewal thereof. Waterfront Docks may, in its sole discretion, require Boat Owner to expand the form and/or increase the amounts of all such insurance.

12. **WAIVER OF SUBROGATION.** Boat Owner releases and relieves Waterfront Docks and waives Boat Owner's entire rights of recovery against Waterfront Docks for loss or damage arising out of or incident to any of the perils insured against under this Agreement as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy Boat Owner might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. Boat Owner shall give notice to its insurance carriers that this waiver of subrogation is contained in this Agreement and cause the carriers to accept this waiver of subrogation, to the extent permissible by applicable law.

13. **UTILITIES.** The provision of utilities, including water, sewer, and electricity, shall be covered under a separate agreement; however, Boat Owner shall be responsible for all applicable charges, including but not limited to "hook-up" and customary monthly charges for the same.

14. **CHANGES TO COMMON AREA/SLIP ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to Boat Owner, to relocate and/or change any access ways, parking and similar areas, as may be necessary in Waterfront Docks' sole discretion for the efficient operation of the waterfront docks or for any other purpose. Waterfront Docks may permanently reassign the Boat to another slip only upon written request to and written acceptance from Boat Owner. In which case, said written request and acceptance shall serve as an amendment hereto, but only as to the slip to be licensed and shall not affect any other provision hereof unless such further revision is reduced to writing and signed by the parties hereto. Waterfront Docks reserves the right, without recourse to Boat Owner, to temporarily relocate the Boat to another location on the Waterfront, including another slip, in Waterfront Docks' sole discretion. Boat Owner shall temporarily relocate their boat as and when directed by Waterfront Docks if practical and reasonable. If Boat Owner's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Boat. The term "Slip" as used herein shall also apply to the location or slip to which the Boat is permanently reassigned or temporarily relocated as provided for hereinabove.

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

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

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

a. Boat Owner acknowledges that Waterfront Docks has granted Partnership for the Sounds, Inc. a non-exclusive easement (hereinafter referred to as "PFS Easement") over a portion of the parcel of land adjacent to said Dock L (hereinafter referred to as "adjacent parcel"), which adjacent parcel extends from the boardwalk to Stewart Parkway and Water Street and is more particularly described in that Deed of Easement recorded in Deed Book 1053, Page 857, of the Beaufort County Registry. Boat Owner shall take no action that would affect or disturb, in any way, the current improvements on the PFS Easement. Boat Owner must obtain written permission from PFS and then, in turn, Waterfront Docks before making any use of or taking any action that would affect or disturb, in any way, the PFS Easement including any improvements thereon. Boat Owner must obtain written permission from Waterfront Docks before making any use of or taking any action that would affect or disturb, in any way, the remainder of said adjacent parcel.

18. **RULES AND REGULATIONS.** Boat Owner shall comply with all rules and regulations of Waterfront Docks, including but not limited to the Rules, as the same may be amended from time to time, during the existence of this Agreement. Any crew or guest of the Boat Owner are the responsibility of the Boat Owner and must comply with the Rules. The current version of said Rules is attached hereto as Exhibit "A" and is incorporated herein by reference. Boat Owner acknowledges having received and read the Rules currently in effect. Waterfront Docks reserves the right to reasonably amend the Rules in its sole and absolute discretion from time to time, and Boat Owner further agrees to comply with such amended Rules. Any amended Rules shall also automatically be incorporated herein. If the Boat Owner or those under the responsibility of Boat Owner fail to comply with the Rules or otherwise cause disorder, depredations or indecorous conduct that might injure a person, cause damage to property, or harm Waterfront Docks' reputation, the same shall be cause for immediate removal of the Boat, without prejudicing Waterfront Docks' right to damages and any financial obligation of Boat Owner to Waterfront Docks.

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

a. Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for Boat Owner or the business of Boat Owner. In no event shall this Agreement or any rights or privileges hereunder be an asset of Boat Owner under any bankruptcy, insolvency, or reorganization proceedings.

b. Boat Owner violates any rule or regulation of Waterfront Docks.

c. Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

20. **NO WAIVER.** Waterfront Docks shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by Waterfront Docks. No failure or delay in the exercise of any right or remedy shall be construed as a waiver of such right or remedy, and no partial exercise of any right or remedy shall preclude the further exercise of such right or remedy.

21. **REMEDIES.** SHOULD BOAT OWNER FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, WATERFRONT DOCKS MAY INSTITUTE ANY ACTION, SUIT OR PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR TO COLLECT ANY AMOUNTS DUE HEREUNDER, AND WATERFRONT DOCKS SHALL BE ENTITLED TO REIMBURSEMENT FROM BOAT OWNER FOR ALL COSTS AND EXPENSES REASONABLY INCURRED IN ENFORCING ITS RIGHTS HEREUNDER, INCLUDING BUT NOT LIMITED TO, COLLECTION OF ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES.

22. **INDEMNIFICATION.** Boat Owner does for itself, its agents, successors, assigns, customers, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City of Washington, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, attorneys, insureds, successors, and assigns, and each of them, respectively, of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, attorneys' fees, and consequential, general, special, and punitive damages or liabilities, known or unknown, on account of, or in any way related to or growing out of this Agreement, including but not limited to Boat Owner's operation of the Boat, Boat Owner's dinner cruise operation and/or Boat Owner's use of the Slip and waterfront docks. It is the intent and understanding of the parties that this indemnification shall include but not be limited to 1) any injury, including death, to any person, 2) any claim arising from any accident, fire, or casualty from any cause whatsoever, including negligence, and 3) any claim of Boat Owner's customers, invitees, guests, and/or boarders of the Boat caused by, related to, or arising from Boat Owner's use of the Slip, Boat Owner's contemplated dinner cruise operations or this Agreement.

23. **ADHERENCE TO REGULATIONS.** Boat Owner agrees to comply with all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or anytime hereafter may be applicable to the Slip, the waterfront docks, public waters, the Boat, any improvements made by Boat Owner pursuant to advance written consent of Waterfront Docks, and Boat Owner's operation of the Boat, including but not limited to the dinner cruise operations contemplated hereby and the related enterprise and business. Boat Owner shall indemnify and hold Waterfront Docks harmless for any and all damage of any kind arising from Boat Owner's failure to comply with the aforementioned rules and regulations, including attorney's fees.

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

25. **REPORTING REQUIREMENTS.** Boat Owner shall keep or cause to be kept complete records of the business it conducts or transacts as a result of this Agreement and any additional records reasonably requested and, upon request, provide any such records or reports required by the City Council or City Manager.

26. **RELATIONSHIP OF PARTIES.** In carrying out the terms and conditions of this Agreement, Boat Owner is an independent contractor and is not an agent or employee of Waterfront Docks. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Waterfront Docks and Boat Owner.

27. **ILLEGAL PROVISIONS, GOVERNING LAW.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement this the day and year first above written.

BOAT OWNER

CITY OF WASHINGTON

By: _____ (SEAL) By: _____ (SEAL)
A.G. Swanner, Member/Manager
Belle Of Washington, LLC
Title: _____

EXHIBIT “A”

Rules and Regulations For Washington Waterfront Docking

1. All vessels must register with the dock attendant (“Management”) upon arrival to the Washington Waterfront Docks (“the Waterfront”). “Management” may also refer to the City of Washington (“City”) where required by context.
2. Major repairs of such extent and nature as are normally performed at boat yard facilities, including but not limited to rebuilding or replacing engines, and the sanding, painting, or refinishing of any portion of a boat, shall not be performed at or near a slip or the Waterfront. No other type of work may be performed at or near a slip or the Waterfront unless the boat owner obtains advance approval from Management and the contractor who intends to perform such work satisfies Management that the contractor possesses adequate insurance coverage.
3. Boat owner shall not make any alterations, additions or improvements in or to a slip, the Waterfront or to any adjacent common area without prior written approval from Management. In addition, no dock boxes, steps or any other objects can be installed or kept on the docks or piers without the written consent of Management. No flammable materials, cleaners or pollutants may be kept on the docks or piers. Shore power cables, hoses, dock lines or any other connecting apparatus between the dock and a boat owner’s vessel must be kept safely clear of both the passageway on the dock or pier and clear of the fairway to adjacent slips.
4. At all times when on the Waterfront property, or on any boat therein, boat owners shall conduct themselves so as to not violate any City Ordinance nor to create any annoyance, hazard, or nuisance at or to the Waterfront, other boat owners, their guests or other patrons of the Waterfront. Boat owners further accept responsibility for insuring like conduct of their guests, crew or any others in their company.
5. Absolutely no pollutants, including but not limited to sewage, oil, or fuel, will be dumped, pumped or allowed to run into the waters surrounding the Waterfront. All sewage shall be disposed of at the proper facility for such purpose.
6. No swimming, diving or crabbing is permitted at the Waterfront.
7. No advertising or soliciting, including “For Sale” signs, is permitted on any boat or slip at the Waterfront without prior written consent of Management.
8. Vessels may tie to a Waterfront dock only by the cleats or pilings provided for such purpose. No vessel nor any other gear or items may be tied to any other structure, fixture or point along the Waterfront.
9. No commercial vessels may be berthed at the Waterfront and no commercial transactions shall be permitted from the Waterfront without the prior written consent of Management. Soliciting of any kind for any purpose is prohibited without prior written consent of Management.
10. Open fires for cooking, grilling or for any reason are strictly prohibited on the piers and docks at the Waterfront. Boat owners accept liability for any open flames aboard their vessel that may, directly or indirectly, endanger other vessels, docks, piers or any other property at the Waterfront.
11. Laundry is not to be hung from a vessel or the docks.
12. Pets must be leashed at all times when not aboard a vessel. No pets are allowed on the wetland boardwalk.
13. To be berthed at the Waterfront, a vessel must be registered or documented, identified, marked, equipped and maintained as required by law and safe practice. At all times, vessels berthed at the Waterfront must be in a clean, seaworthy, sanitary, fully operational condition, dry within, and regularly repaired and maintained. No vessel berthed at the Waterfront shall be an eyesore or

Adopted by City Council – 3/9/2009

- constitute a fire, safety, sinking or pollution hazard. Any vessel considered to be unsafe; a pollution hazard; threatening to the dock structure, other vessels, or to people; inappropriately sized or shaped; or whose watertight integrity is questionable will be required to vacate the Waterfront.
14. Unsafe conditions or practices on the Waterfront or aboard a vessel are prohibited. Such conditions must be corrected or practices terminated or the responsible party and/or the vessel must vacate the Waterfront at the discretion and direction of Management.
 15. Slips, piers, docks, and surrounding areas shall be kept clean, clear and trash free. No garbage, trash or any other materials in violation of MARPOL 73/78 regulations, as may be amended, will be thrown overboard. Shore disposal receptacles intended for that purpose will be utilized.
 16. Consumption of alcoholic beverages is prohibited on the Waterfront except while aboard a vessel.
 17. Management reserves the right to have raised and repaired at the owner's expense any vessel which sinks for any reason while at the Waterfront.
 18. NO REFUNDS will be given.
 19. All boats must have an assigned space. Except for slips that are governed by a Waterfront Docking Agreement, assigned spaces are subject to change in Management's discretion. Additional boats, regardless of type or size, are not permitted to be placed on the walkways, docks, or finger piers, tied along side another boat or placed on shore. Rafting will only be allowed in conjunction with special events authorized by Management.
 20. Refueling any vessel by any means (including portable gas cans) is prohibited at the Waterfront unless consented to by Management and approved by the Fire Marshal. See Section 2210.4 of the Fire Code, as may be amended.
 21. Boat owners shall, in times of unusual, predictable water surges, such as a tropical depression or hurricane, move their boats from the Waterfront, including slips, within a reasonable period of time after the Pamlico Sound area is given a NOAA Weather Warning Condition. If a boat owner fails or refuses to remove their boat within said reasonable period of time, Management shall have the right, but not the obligation, to relocate a boat and the owner of any boat that is relocated shall reimburse and indemnify the City as more specifically provided for herein and not hold the City, its representatives, agents, or contractors liable or responsible for damages done to a boat during relocation, subsequent mooring, or anchorage; during a storm; or any incident thereafter. Should conditions prohibit any movement of a boat from the Waterfront, including a slip, boat owners assume all liability for any damages suffered to the property, pier, or other facilities of the City. In addition to all of the other liabilities and obligations of boat owners to the City set forth in these Rules and Regulations and any Waterfront Docking Agreement that may be applicable, boat owners shall pay the City for any and all damages suffered by the City as a result of any damage caused by a boat owner or their boat to the City's property, including but not limited to the Waterfront, slip, docks, pilings, bulkhead, utility lines, and any other real or personal property in which the City has an interest. As used herein, damages include all damages which the City may suffer, including but not limited to property damage, business interruption damage, loss of rentals, personal injury, and any other damages, including incidental and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or incurred in whole or in part by the negligence of the City or its agents, representatives, employees, invitees, partners, or any other person, firm or entity.
 22. Live-aboards are not permitted except in the case of transient vessels.
 23. If the owner of a vessel tied to the Waterfront cannot be determined or if the owner refuses to sign a registration form, transient dockage fees will immediately and automatically be applied and shall be assessed in the event the owner is identified. Non-payment of such fees within 90 days will cause the vessel to be declared "abandoned".

City Council Adopted - 3/9/2009

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

City Council Adopted - 3/9/2009



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 12, 2010
Subject: Designate the City of Washington and its Extra-territorial Jurisdiction as "Recovery Zone"
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a resolution that designates the City of Washington and its extra-territorial jurisdiction a 'recovery zone'

BACKGROUND AND FINDINGS:

In February, 2009 in an attempt to address the worsening of the national economy, the United States Congress passed the American Recovery and Reinvestment Act of 2009 (ARRA). ARRA created new tax credit bonding vehicles and broadened considerably the types of projects which may be financed by Economic Development Corporations (EDC) bonds both of which are designed to spur economic development throughout a "recovery zone"

One of these new bonds is called the Recovery Zone Economic Development Bond. These bonds are for public projects to be built within a 'Recovery Zone', which is defined as an area designated by the local government entity that has having significant poverty, unemployment, and general distress. Interest generated by these public bonds is taxable. Any public entity issuing bonds under this program will be given an advanced tax credit equal to 45% of the interest earned on the bonds. This amount is paid annually to the government bond issuer. As a point of comparison, traditional tax-free government bonds typically save government issuer about 35% of the interest costs on the bond.

Government entities who wish to participate in either the Recovery Zone Economic Development Bonds must designate a 'Recovery Zone' for the program. 'Recovery Zones' are defined as areas experiencing high unemployment, high poverty and general community distress. Given the poor economy, the entire geographic area of the City of Washington, including its extra-territorial jurisdiction, is eligible to be designated as a 'Recovery Zone'. Current figures from the U.S. Bureau of Labor indicate that the County's unemployment rate of 11.9% is nearly a whole percent higher than the state average. Moreover, in 2008 the City of Washington's individual poverty rate was 36.8%, while the state average was 39.6% lower or 14.6%.

Approval of the proposed Resolution designating the entire City and its ETJ as a 'Recovery Zone' will permit the bond program to be further explored in the name of increased economic development and public facilities financing in the City of Washington.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Resolution and overview

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: gm Concur _____ Recommend Denial _____ No Recommendation
4/7 Date

RESOLUTION TO DESIGNATE THE CITY OF WASHINGTON AS A RECOVERY ZONE

WHEREAS, on February 17, 2009, the President signed into law the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 Stat. 115 (2009 (“ARRA”)); and

WHEREAS, Section 1401 of Title I of Division B of ARRA authorizes state and local governments to issue Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds; and

WHEREAS, Recovery Zone Economic Development Bonds may be used to finance certain “qualified economic development purposes” and Recovery Zone Facility Bonds may be used to finance certain “recovery zone property,” as such terms are defined in ARRA; and

WHEREAS, the term “Recovery Zone” means: 1. any area designated by the issuer as having significant poverty, unemployment, a high rate of home foreclosures or general distress; 2. any area designated by the issuer as economically distressed by reason of the closure or realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990, and 3. any area for which a designation as an empowerment zone or renewal community is in effect as of the effective date of ARRA, which effective date is February 17, 2009; and

WHEREAS, Recovery Zone Economic Development Bonds are considered “qualified” bonds for purposes of Section 6431 of the Internal Revenue Code of 1986, as amended, and provide for a federal subsidy through a refundable tax credit paid to State or local governmental issuers in an amount equal to 45 percent of the total coupon interest payable to investors in these taxable bonds; and

WHEREAS, the interest on State or local Recovery Zone Facility Bonds is excludable from gross income for Federal income tax purposes; and

WHEREAS, Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds must be issued before January 1, 2011; and

WHEREAS, the State of North Carolina has \$100,000,000 in unallocated bond capacity available and may use funds in any reasonable manner as the City of Washington’s governing body shall determine in good faith at their discretion for use for eligible costs for qualified economic development purposes or recovery zone property; and

WHEREAS the Washington City Council seeks to designate the municipal jurisdiction, including the extra-territorial jurisdiction as a Recovery Zone due to significant levels of increased unemployment (0.4% increase in November of 2010) and the general increase of economic distress throughout the municipality (Child poverty rate of 27.6%, Elderly poverty rate of 19.3%, Poverty rate of 19.6%), see attached map for official “recovery zone” boundaries.

WHEREAS, this matter was discussed at the February 22, 2010 City Council meeting, the March 22nd Committee of the Whole Meeting, and recommended inclusion as an action item to the full governing body for approval during the April 12th Council Meeting;

NOW THEREFORE, BE IT RESOLVED that the City of Washington's City Council designates the areas more fully described above/attached as Exhibit A as a Recovery Zone; and

Adopted this the 12th day of April, 2010

Mayor

Attest:

City Clerk

Recovery Zone Economic Development Bond Overview

March 22, 2010

1. Adopt a resolution declaring the City a recovery zone.
 - a. Raleigh, Wake, Charlotte, Mecklenburg, Guilford, Forsythe, Alamance, New Hanover, and others have done so.

2. City requests allocation
 - a. No obligation to use. Issue bonds within 90 days of allocation, request an extension, or allocation reverts to the State.
 - b. Total State Allocation \$418 million
 - c. Unallocated Capacity 1/1/10 \$290 million
 - d. Unallocated Capacity 3/22/10 \$100 million
 - e. Next Allocation meeting 4/19/10 (City of Durham will have requests of \$130 m and New Hanover \$30m). Requests to Department of Commerce by April 12.
 - f. A yet to be determined amount of unused bond capacity from the 12/15/09 intent to use requests will be returned to the State and be available for reallocation in May

3. The US House has approved a bill extending this program a year until January 2012 and awaits Senate approval.

4. A referendum is not required for the issuance of bonds

5. Possible projects for allocation request:
 - a. Police Station
 - b. City Hall maintenance
 - c. Old City Hall maintenance
 - d. Haven's Garden walkway
 - e. Storm water drainage improvements



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 12, 2010
Subject: Authorize City Manager to Execute Recovery Zone Economic Development Bond Request for Reallocation Application
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that the City Council authorize the City Manager to execute a Recovery Zone Economic Development Request for Reallocation application in support of the issuance of Recovery Zone Bonds for the requested projects.

BACKGROUND AND FINDINGS:

Attractive financing arrangements, interest rates and construction costs are favorable, and will spur economic development in our area.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Recovery Zone Bonds Request for Reallocation application

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

**RECOVERY ZONE BONDS
REQUEST FOR REALLOCATION**

Attn: North Carolina Tax Reform Allocation Committee
c/o Commerce Finance Division
North Carolina Department of Commerce

Hand Deliveries
301 N. Wilmington Street
4th Floor, Education Building
Raleigh, North Carolina 27603

US Mail
4318 Mail Service Center
Raleigh, North Carolina 27699-4318

1. Name of governmental entity requesting reallocation: City of Washington (“Unit”)
2. Type of Bonds
- Recovery Zone Economic Development Bonds
 - Recovery Zone Facility Bonds

Amount of Recovery Zone Reallocation requested: \$ 7,040,984

3. General Description of the Project or Purpose to be financed with Recovery Zone Bonds, as applicable:

Project descriptions on attached schedule

4. Location of Project or Purpose (City or Town and County) Washington, Beaufort County
5. Name, address, phone number, and tax ID number of the proposed issuer and, if Recovery Zone Facility Bonds, private borrower or developer, as applicable.

City of Washington

P.O. Box 1988, Washington, NC 27889 Phone 252 975-9319

Tax ID Number 56-600-1364

**NOTE: A SEPARATE APPLICATION FOR REALLOCATION MUST BE FILED FOR EACH
PROJECT FOR WHICH REALLOCATION IS REQUESTED**

6. In addition, the applicant may provide additional information for consideration by the Tax Reform Allocation Committee pursuant to section 04 NCAC 01H .0404 as it deems appropriate in order to support a finding by the Committee that the proposed project meets some or all of the factors to be considered by the Committee in reallocating recovery zone bond allocation. The factors to be considered include the following:

(a) The overall good of the state and the people of North Carolina.

(b) Relative economic need and benefit to the county or large municipality and the area or region affected by the following:

(i) Whether the county or the large municipality is in competition with another state for project benefits such as jobs and tax base;

(ii) Whether the availability of the allocation is a crucial part of attracting a new company or keeping an existing company in place;

(iii) Whether the requested reallocation will benefit a project for which a county or municipality is already issuing Recovery Zone Bonds

(iv) Whether the requested reallocation will benefit a project that was designated by another county or large municipality in connection with that entity's previous waiver of some or all of its own allocation

(c) The ability of the local government or company benefiting from the Recovery Zone Bond to obtain financing and close the issue in a timely manner, including demonstration of a commitment from a bank or other financial institution to purchase or underwrite the Recovery Zone Bonds.

7. The following resolutions must be attached to this Request for Allocation. These actions of the governing body of the appropriate governmental entity or entities may be evidenced by one or more resolutions.

A. Resolutions of the county or large municipality designating recovery zone.

B. Inducement resolution, reimbursement resolution or other documentation of the preliminary approval of the project by the issuing entity, in conformity with applicable federal and state law.

C. Resolution of the requesting governmental entity requesting the allocation authorizing the appropriate officer to file a Request for Reallocation.

The undersigned, on behalf of the Unit set forth below, hereby certifies that it is authorized by the Unit to make the request contained herein on behalf of the Unit.

Unit requesting reallocation: City of Washington

By: _____
Signature of Authorized Official

Name (please print) James C. Smith

Title City Manager

Address: P.O. Box 1988

Washington, NC 27889

Phone Number of Authorized Official: 252 975-9319

Date _____

City of Washington - Recovery Zone Economic Development Bond Projects

	Bond Request
Police Station Relocation	\$2,000,000
<p>Build an adequately sized station that is not in the flood zone. Current facility was built in 1972, is 6,500 square feet and requirements are 15,800 feet. Budget allocation is \$3,000,000, Public Safety Capital Reserve to fund the first \$1,000,000.</p>	
Replace Roof on Fire Station #1	42,000
<p>Roof is leaking severely and must be replaced.</p>	
Replace Roof on Bobby Andrews Recreation Center	15,984
<p>Roof is leaking severely and must be replaced. Estimated cost \$15,984</p>	
City Hall	250,000
<p>1913 building is in dire need of exterior and interior maintenance. Work to include window repair/replacement, exterior cleaning and preservation, interior painting, restroom renovation, etc. Estimated Cost \$250,000</p>	
Old City Hall	50,000
<p>1858 building's roof has been replaced. The second floor needs to be stabilized, windows replaced, and deteriorated exterior repaired and painted. Estimated cost \$50,000</p>	
Fiber Network	133,000
<p>Install fiber for City wide data network to connect the Peterson Building, Brown Library, Operations Center, Maintenance Yard, Warehouse, Fire Station #2, \$70,000; Rec Center, Cemetery, Aquatic Ctr., & Airport, \$63,000.</p>	
Storm Water Drainage Improvements	4,475,000
<p>Drainage improvements in the Jack's Creek drainage basin, along Airport canal, and Smallwood subdivision to reduce the frequency and duration of flooding that occurs with every significant rain event. Estimated cost \$4,475,000</p>	
Haven's Garden Walkway	<u>75,000</u>
<p>Complete walkway under the Runyon Creek bridge. Estimated cost \$75,000.</p>	
Total Bond Reallocation Request	\$7,040,984



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Archie Jennings & Members of the City Council
From: G. M. Reed, Chief of Police
Date: April 6, 2010
Subject: Police Station Site Selection Decision
Applicant Presentation:
Staff Presentation: Matt Rauschenbach and G. M. Reed

RECOMMENDATION:

The Washington Police Department, in partnership with the City’s Planning and Community Development Department, walked through a facilitated, citizen-driven site selection review process per the location of the new police facility. Below is a list of the citizen’s site recommendations. Staff support the recommendations provided by the Citizen’s Site Selection Team and recommend the Warren Airfield Site for development of the new police facility. Given USDA’s request to deliver on the Letter of Condition (attached) staff seeks council’s action on the selection of a site for the new police facility.

Site recommendations

Preferred	Potential	Declined
Existing ball fields BCDC Herbert S. Perry Warren Airfield	Former Nursing home	Current police facility Former Pecheles Toyota Site

BACKGROUND AND FINDINGS:

The original Citizen-led Site Selection Committee’s recommendation was included in the December, 2009 council packet for review. No action was taken on those recommendations, as 2 out of 3 sites were located within the 100 year flood zone, a deal breaker for the USDA loan. At the January “Committee of the Whole” meeting council requested that the Committee re-examine the site review process. Additionally, the site list was expanded to include council’s recommendations. On February 23, 2010 a group of citizens met at City Hall. The site selection committee was presented with a list of 23 potential locations. Controlling for minimum lot size (2.5 acres) and presence in the 100 year flood zone, the list was reduced to 7 sites. Staff represented “flip chart flash cards” of each site highlighting the following site objective elements:

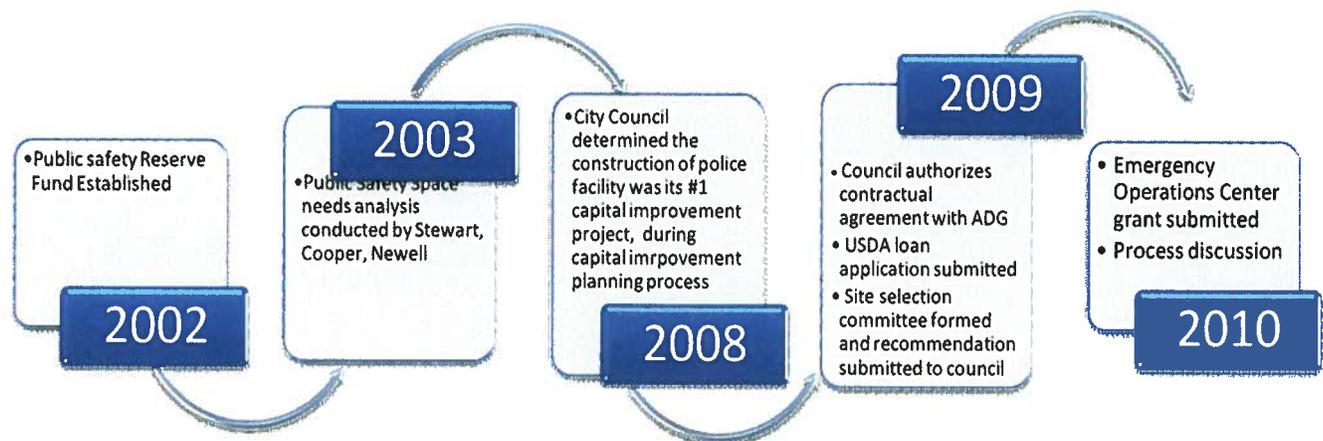
- Location
- Tax Value
- Size
- Flood Zone
- Owner

In order to ensure qualitative data was discussed for each site, committee members walked through a facilitated *pro et contra*, or ‘pros and cons’ discussion of each of the 7 sites. Ultimately, the sites were separated into 3 categories: Preferred, possible, and declined sites.

Preferred Sites Pros/Cons		
Site name	Pros	Cons
Site 2: Existing Ball Fields Location: West 3 rd Street Owner: City Flood Zone: 500 yr Size: 4.34 acres	No buildings on site, close proximity to Central Business District (CBD), City owned, savings potential for fiber outlay	Takes away recreational space, site is currently used as a sewer reclamation area, close to sewer treatment plan
Site 9: Herbert Perry Senior Location: John Small/Hodges Owner: Herbert Perry Sr. Size: 4.10 acres Tax Value: \$50,000 Flood Zone: No	Not in flood zone, located in a visible area	Traffic is heavy, state road (city has no control over speed) single ingress/egress, close to school, cost
Site 18: BCDC Location 1534 West 5 th Street Owner: BCDC, Inc Size: 3.84 acres Tax Value: \$868,611 Flood zone: 500 year	Potential for building reuse, high visibility, close to CBD, accessible, serves community	Hwy 17 by-pass may cause congestion problems, traffic, price, cost
Site 21: Warren Airfield Location: N. Market/Airport Owner: City Size: 5.00 acres Flood zone: no	Access is good, located in future growth area, city owns it, potential for expansion, No buildings, not in flood zone	Away from Central Business District, 15 th and Market is a busy intersection

PREVIOUS LEGISLATIVE ACTION

Marc Recko, Executive Director of Washington Housing Authority, presented these findings to at the March 8, 2010 council meetings and a timetable highlighting the steps council and staff have taken is included below.



FISCAL IMPACT

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

SUPPORTING DOCUMENTS

USDA Correspondence March 22, 2010: Request to Deliver on Letter of Conditions.
PowerPoint presentation on Preferred Sites, included as handout.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: CM Concur 4/7 Recommend Denial _____ No Recommendation 4/9/10 Date



*Washington Police Department
Site Selection
Committee Recommendation*

All Sites Considered for Review

Site name	Matrix score	Flood zone
Site 1: Dr Pepper	54	Yes
Site 2: Existing Ball Fields	57	500
Site 3: Faith and Truth Ministries	55	Yes
Site 4: Old Water Treatment Plant	55	No
Site 5: Dixie Bearing	42	500
Site 6: Moore's Honda	51	No
Site 7: Little Washington Park	51	Yes
Site 8: Sam Mann Heirs	53	Yes
Site 9: Herbert Perry Property	53	No
Site 10: Former John Small School	55	Yes
Site 11: 7 th Street Recreational Center	51	Yes
Site 12: Shirt Factory	48	Yes
Site 13: WB Gerard	50	500
Site 14: Moore's Ford	51	Yes
Site 15: Washington High School	50	Yes
Site 16: PS Jones	62	500
Site 17: McClellan Building	44	Yes
Site 18: BCDC	51	No
Site 19: Current police facility	48	Yes
Site 20: Current downtown family dollar	44	Yes
Site 21: Warren Airfield Property	59	No
Site 22: Former County Nursing Home	45	No
Site 23: Seamus Bookstore Target Site	40	500

Committee Site Recommendations

Preferred	Potential	Declined
Existing ball fields	Former Nursing home	Current police facility

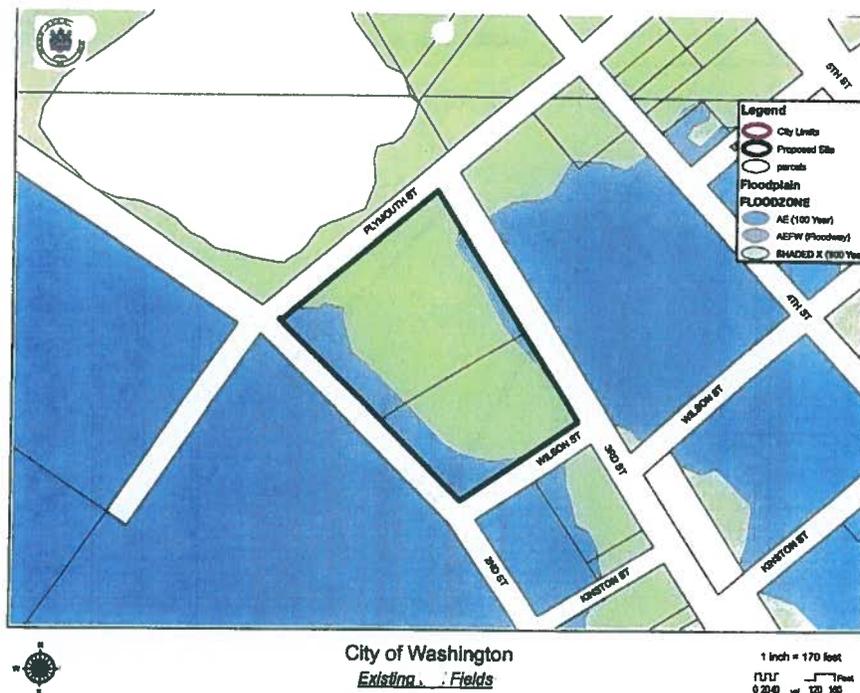
BCDC	Former Pecheles Toyota Site
------	--------------------------------

Herbert S. Perry

Warren Airfield



City of Washington
Existing Baseball Fields Sites



Existing ball fields

Location: West 3rd Street

Size: 4.34 acres

Tax Value: \$81,806

Owner: City of Washington

Flood zone: 500 year

Utilities: 8 and 12 inch water lines available

Proximity to Central Business District: < 1 mile

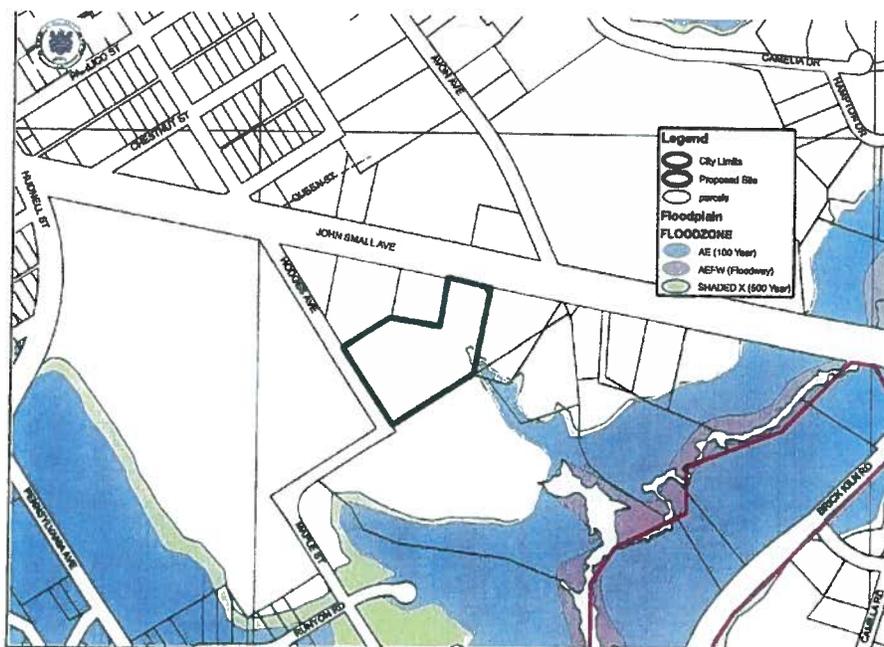
Pros: minimal flood issues, city owned, plenty of space, close to Central Business District, potential savings on fiber outlay

Cons: Parcel is participating in sewer reclamation project, would need to purchase additional ball fields to offset the loss of recreational space, close the sewer treatment plant

Estimated site development costs:
 Sewer reclamation: \$10,000 (sprinkler relocation cost, Leland cypress trees)
 Cost of new ball fields: \$ 60,000/plus city-owned land (lit field)



City of Washington
Herbert Perry Sr. Property



City of Washington
Herbert Perry Sr. Property

1 inch = 350 feet
0 40 80 160 240 320 Feet

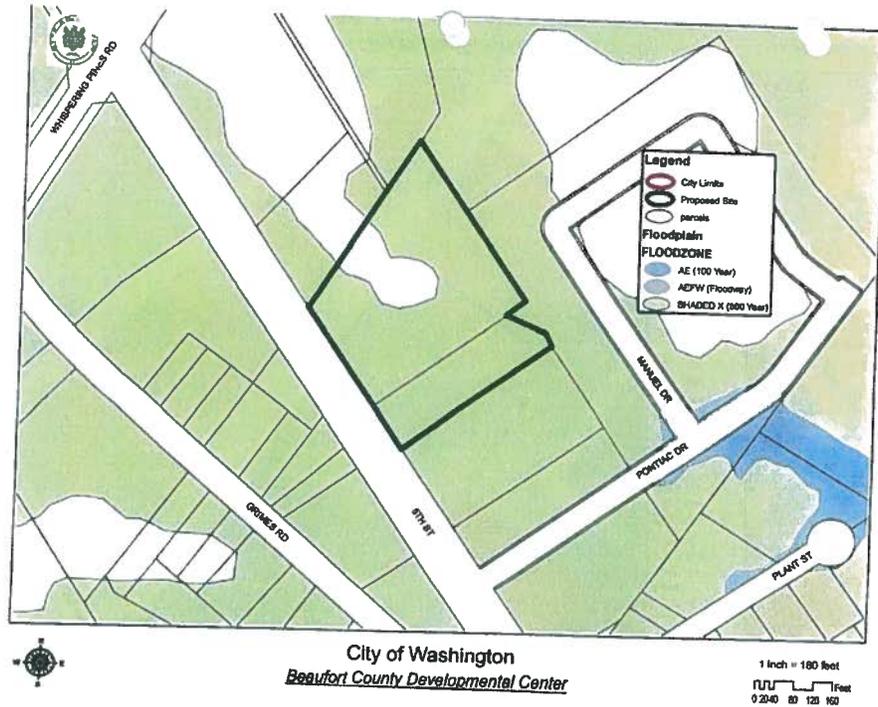
Herbert S. Perry

Location: John Small Ave/Hodges
Size: 4.10 acres
Tax Value: \$50,000
Owner: Herbert S. Perry Sr.
Flood zone: No
Utilities: 8 inches water lines
Proximity to Central Business District:
<1.5 Miles

Pros: no flood issues, plenty of space
Cons: Awkward lot design, busy DOT maintained street, tax value is likely the selling price, close to school
Estimated site development costs:
Lot costs: speculated to be costly
Must timber lot: cost
Fiber installation cost
Ravine mitigation /terrain issues



City of Washington
Beaufort County Developmental Center



Beaufort County Development Center

Location: West 5th Street

Size: 3.64 acres

Tax Value: \$868,611

Owner: BCDC, Inc.

Flood zone: Yes, 500 year

Utilities: 8 inches water lines

Proximity to Central Business District:
<1.5 Miles

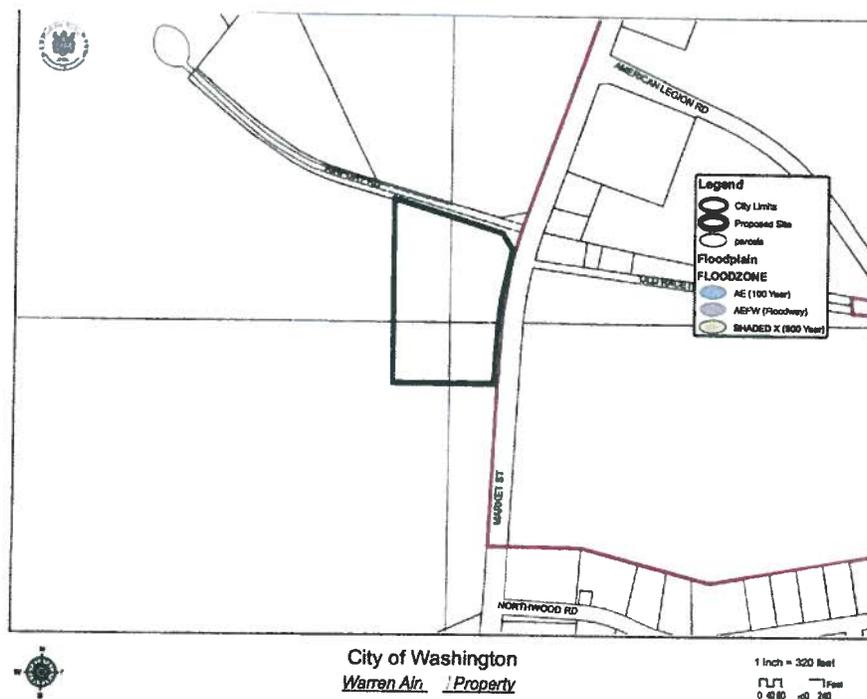
Pros: limited flood issues, close proximity to CBD, high public visibility, is in the heart of the community.

Cons: Single ingress/egress, building constructed pre 1978 (lead/asbestos issues are a possibility), traffic on 5th is heavy, at times

Estimated site development expenses:
Building demo
Traffic light installation
High value lot



City of Washington
Warren Airfield Property



Warren Airfield

Location: North Market and Airport Rd

Size: 5.00 acres

Tax Value: \$ n/a

Owner: City of Washington

Flood zone: No

Utilities: 12 inch water lines

Proximity to Central Business District:
<2.0 Miles

Pros: no flood issues, city owned, plenty of space, located in a future residential growth area,

Cons: requires a zoning change, Corner of Market and 15th is often busy, greatest distance from CBD, not located in close proximity to late night walk-in traffic

Estimated site development expenses:
Fiber installation: (gives fiber out to airport and sports complex, added bonus)
Sod farm lease may have to be canceled (loss of revenue)
Limits recreational expansion opportunities?



**United States Department of Agriculture
Rural Development
Greenville Area Office**

March 22, 2010

Mr. Jim Smith
City of Washington
PO Box 1988
Washington, NC 27889

RE: Proposed Police Facility

Dear Mr. Smith:

As you know, Rural Development was authorized to deliver a Letter of Conditions to the City of Washington on February 4, 2010. After receiving this authorization, it is our practice to deliver the Letter of Conditions and have the funds obligated within a 30 day time period.

We understand that there are some issues surrounding this project due to several new council members who were not involved in the project initially. It is our hope that these issues can be resolved quickly and the board will make the decision that will best serve the City of Washington. Please advise this office at the conclusion of your next Council meeting, by letter, if you plan to continue with this project as approved.

Should you have questions, please let us know. We look forward to working with you to complete this project that will benefit all the residents in the city of Washington.

Sincerely,

SUSAN P. CHRISTENSEN
Area Specialist

Pitt Co Office Complex 403 Government Circle, Suite 3, Greenville, NC 27834
Phone: (252) 752-2035 • Fax: (252) 931-0560 • Hearing Impaired: 711 • Web: <http://www.rurdev.usda.gov/nc>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400
Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

April 12, 2010
Page 140 of 160



G. Mitchell Reed
Chief of Police

Washington City Police

201 W. 3rd Street, Washington, NC 27889
Telephone: (252) 946-1444 Fax: (252) 948-9448
www.washingtonnc.gov



Sandy Blizzard
Deputy Chief of Police

March 17, 2010

James C. Smith, City Manager

Sir,

As the budget process begins, and our Police facility is on the agenda, I wish to simply offer a reminder of some of the issues facing the Law Enforcement environment in our current facility. As all are aware, our challenges reach far beyond cramped spaces and inability to function within our role as a service-oriented agency. Over the years, legal and regulatory constraints have risen to the forefront in our concern for the individual, employee, and the City. The following are only some of the more obvious examples of issues in this area:

- The Detective Division is without space to conduct interview/interrogations within a proper setting. We are unable to separate juvenile and adult custody as required, without utilizing offices not equipped with security functions. Recording equipment required by law during certain conversations (N.C.G.S. 15a-211) has been placed in an unsecure location to comply with law.
- The current placement of Narcotic investigators prevents the separation of confidential information, informants, packaging of evidence, and recording of sensitive surveillance operations, presenting potential legal challenges to our investigators. These investigators (two men plus K-9) operate out of a single office designed for one.
- We operate an 'imagining' office that serves multiple purposes: fingerprint station, evidence processing, interview/interrogation, report writing, photographing suspects and victims. This single space does not allow us to separate victims from suspects, adults from juveniles, civilian from arrestee. The simple process of dealing compassionately with a victim of a crime, while at the same time processing one who has been charged with that crime, creates numerous challenges.
- The process of walking through the prisoner intake process presents the highest liability to the City due to:

1. No 'true' sally port with secure overhead roll-down doors, gun locker, etc.
 2. No security vestibules
 3. No separation of juveniles/adults and females/males
 4. No direct observation and CCTV with video back up.
- The ability to separate juvenile from adult as required under N.C.G.S. 7B-1905 and Section 223(a), (12) (13) (14), JJDP Act 42 USC 5633, US Code, specifically states juveniles must be sight and sound separate from adult detainees at all times, while the juvenile is being held securely. Our current facility does not allow that.
 - Records, property and evidence are retained under specific guidelines that relate to either the type of record or the seriousness of the crime. N.C.G.S. 15A-268, 132.1.4. specifies who is responsible of maintaining custody of such records/property/evidence. Our current facility is inadequate to maintain this regulation under one roof. Specifically:
 1. No bag-and-tag evidence packaging and drop area.
 2. No specialized secure lockers with front (drop) and back (pick-up) access
 3. No adequate refrigerated lockers for perishable and DNA type evidence.
 4. No armory and secure weapons storage.

It is not the intent of this memo to overstate the challenge facing us under our current facility. It is true, we have made temporary procedural changes to accommodate the requirements. However, these changes continue to lessen our ability to comply with additional requirements related to access of Law Enforcement sensitive information, employee security, detainee security, and civilian visitor security. Please note these issues, as we move forward in the process of addressing a new facility.

Thank you,

G.M. Reed
Chief of Police



City of Washington

P. O. Box 1988, Washington, NC 27889-1988

MEMORANDUM

DATE: 7, April 2010

TO: Mayor and City Council

FROM: Matt Rauschenbach, Chief Financial Officer *MR*

SUBJ: Weatherization Contribution from the Electric Fund

The city is working in conjunction with Martin County Community Action Agency, Inc. to weatherize 200 WEU customer homes. Many of the program applicants are renters that must first receive permission from the landlord/owner of the unit in order to process the application. Additionally, state policy requires that the landlord/owner pay a \$275 cash contribution toward the cost of weatherization services for each unit, as well as agreeing not to increase the rent on the unit for 24 months, unless the increase is demonstrably related to matters other than the weatherization work performed. The terms "demonstrably related to matters other than weatherization work performed" are defined as an increase in excess of 25% per year in (1) fair market value of the rental unit or (2) an increase in property taxes.

Many owners are not willing to pay the \$275 cash contribution causing the property to be ineligible for the program. This leaves many WEU customers who rent their homes with up to 20% higher utility bills than if the home was weatherized.

Management is seeking Council support which would allow the Electric Fund to pay the \$275 owner contribution. This would require an estimated appropriation of \$40,000 in fiscal year 2010-2011.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 12, 2010
Subject: Budget Workshop Schedule
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt the following schedule of budget workshops for the 2010/2011 fiscal year to be conducted at _____ am/pm for a duration of _____ hours each:

- ___/___/10 Electric Fund
- ___/___/10 General Fund & Benefits
- ___/___/10 Public Works Funds

BACKGROUND AND FINDINGS:

PREVIOUS LEGISLATIVE ACTION

Week of budget schedule adopted.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Schedule

City Attorney Review: ___ Date By: _____ (if applicable)
Finance Dept Review: ___ Date By: _____ (if applicable)
City Manager Review: MR Concur ___ Recommend Denial ___ No Recommendation
 4/7 Date

Budget Schedule 2010 - 2011

Week Of	Scheduled Date	Budget Task
1/4/2010	Complete	CIP Review- Manager
1/18/2010	2/15/2010	Budgetary & Strategic Planning Retreat
1/18/2010	Complete	Revenue Estimate- Finance
1/18/2010	Complete	Fees & Charges Schedules Distributed
1/18/2010	Complete	Budget Packets Distributed to Management Team
1/18/2010	Complete	CIP Plan Distributed to Council
1/25/2010	Complete	Budget Goals Provided to Management Team
1/25/2010	Complete	External Agency Budget Requests
2/22/2010	Complete	CIP Review- Years 2 - 5
2/22/2010	Complete	CIP Review- Year 1
3/1/2010	Complete	Budgets and Performance Measures Submitted to Finance
3/15/2010	Complete	Budget Review with Manager- General Fund
3/22/2010	Complete	Budget Review with Manager- Water/Sewer/Storm Water/Solid Waste/Cemetery Funds
3/22/2010	Complete	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- Electric Fund
5/3/2010		Budget Workshop- Benefits & Pay, General Fund
5/17/2010		Budget Workshop- Water/Sewer/Storm Water/Solid Waste/Cemetery Funds
5/17/2010		Revenue Neutral Tax Rate
5/24/2010		Public Hearing
6/14/2010		Budget Adopted (complete budget included, not just workshop changes and budget ordinance)



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Robbie Rose, Fire Chief
Date: April 1, 2010
Subject: Authorize Fire Department to Accept FEMA Fire Grant funds
Applicant Presentation: Robbie Rose, Fire Chief
Staff Presentation:

RECOMMENDATION:

I move that the City Council authorize the Fire Department to accept the 2009 FEMA Assistance to Firefighters Grant funds in the amount of \$48,384.00.

BACKGROUND AND FINDINGS:

This grant was applied for in 2009 under the FEMA Assistance to Firefighters annual grant program. We requested the replacement of 22 complete sets of firefighting personal protective clothing that will replace gear in the department that is in need of replacement by age and or condition. The total approved amount of the grant is \$50,930.00 with a federal share of 95% or \$48,384.00 while the municipal match is 5% or \$2,546.00. Our match appropriation will come directly out of the Fire Department budget and will not require transfer of additional funds into current budget. This grant award will provide us the ability to continue to provide our personnel with the proper level of personal protection and recognize a significant cost savings to the City of Washington.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation No Fiscal Impact
Funds are currently non-budgeted – \$2,546 will come out of departmental budget.

SUPPORTING DOCUMENTS

See Attached grant budget information

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

Budget

Select section to review

Go

Budget Object Class		
a. Personnel		\$ 0
b. Fringe Benefits		\$ 0
c. Travel		\$ 0
d. Equipment		\$ 50,930
e. Supplies		\$ 0
f. Contractual		\$ 0
g. Construction		\$ 0
h. Other		\$ 0
i. Indirect Charges		\$ 0
Federal and Applicant Share		
Federal Share		\$ 48,384
Applicant Share		\$ 2,546
Federal Rate Sharing (%)		95/5
* Non-Federal Resources <i>(The combined Non-Federal Resources must equal the Applicant Share of \$ 2,546)</i>		
a. Applicant		\$ 2,546
b. State		\$ 0
c. Local		\$ 0
d. Other Sources		\$ 0
If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.		
Total Budget		\$ 50,930

Request Details

Select section to review

Go

Personal Protective Equipment				
Item	Number of units	Cost per unit	Total Cost	Action
Helmets	22	\$ 200	\$ 4,400	View Details
Hoods	22	\$ 40	\$ 880	View Details
Coats	22	\$ 900	\$ 19,800	View Details
Pants	22	\$ 800	\$ 17,600	View Details
Boots	22	\$ 300	\$ 6,600	View Details
Gloves	22	\$ 75	\$ 1,650	View Details



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Robbie Rose, Fire Chief
Date: April 1, 2010
Subject: Mileage Fee Change for EMS Billing
Applicant Presentation: Robbie Rose, Fire Chief
Staff Presentation:

RECOMMENDATION:

I move that the City Council approve the increase of our current mileage fees for EMS transport from \$8.50 per loaded mile to \$13.00 per loaded mile retroactive back to April 1st 2010.

BACKGROUND AND FINDINGS:

After meeting with representatives from EMS Management & Consultants in preparation of their company taking over our EMS billing, they recommended that we increase our current loaded mileage fee rate of \$8.50 per loaded mile to \$13.00 per loaded mile which would bring us more in line with other rural EMS fee schedules. This fee would also represent a rate 125% of the Medicare maximum pay schedule, which would allow the maximum payment benefit from Medicare, and also allow payment from other sources for the remainder.

Loaded miles represent the actual miles of patient transport from the scene to the hospital.

As a side note to this issue; in comparison, all of our other current EMS transport/treatment fees are in line, or actually slightly above these same rural fee schedules.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

See attached current fee schedule for EMS billing

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *mm* Concur *4/7* Recommend Denial _____ No Recommendation _____ Date

Rescue Services

Definition/Comments - EMS Transport to Beaufort County Hospital

Fees Charged -

	<u>Resident</u>	<u>Non-Resident</u>
BLS-No Transport	\$250	same
ALS-No Transport	\$350	same
BLS-Transport	\$450	\$555
ALS-Transport	\$550	\$655
Mileage	\$8.50 \$13.00 per loaded mile	same

Revenue Code – 10-10-3434-4104 Rescue Squad Charges



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 12, 2010
Subject: EMS Billing and Run Software Service Agreements
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the City Manager to enter into an EMS billing and collection service agreement with EMS Management & Consultants, Inc. and an EMS run software service agreement with emsCharts, Inc.

BACKGROUND AND FINDINGS:

Please see attached memo from March 8th Council meeting. The agreement is in the process of being finalized and will be forwarded to Council when complete.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

Billing & collection fee will be more than offset by increased collections and other administrative savings.

SUPPORTING DOCUMENTS

March 8th Council memo

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: CMM Concur _____ Recommend Denial _____ No Recommendation
4/17 Date



City of Washington MEMORANDUM

DATE: March 8, 2010
TO: Mayor and City Council
FROM: Matt Rauschenbach
SUBJECT: Outsourcing EMS Billing and Collection

The EMS division of the Wahington Fire and EMS Department will outsource billing and collections effective April 1, 2010 which coincides with the expiration of the maintenance agreement for the run software, billing, and collection system currently used. EMS Management & Consultants of Lewisville, NC was chosen from among three candidates. They were highly recommended by John Whitehurst of the NC Association of County Commissioners. John is the liason between government EMS units and the State's medicaid department. EMS Management & Consultants provide services to fifty NC counties and clients within counties and are able to interface with TekCollect, our collection agent, on delinquent accounts. Their references were excellent. EMS transport run software , *ems Charts* , is provided at no cost. Several of our firefighters are experienced in this software. This run software will reduce our current daily administration of run information by three hours. Key information for the annual State medicaid reimbursement report (\$50,000 expected for this year) is provided as well as for our debt setoff program with the State. Deposits are made daily into our bank account and management reports are excellent. We are responsible for the collection on services provided prior to April 1. Our collection results on this runout should be improved due to increased focus resulting from the billing portion of this function being eliminated.

A 24% improvement in collections is projected based on EMS Management & Consultants collection history by payor type. The annual maintenance of the run software and billing system currently used will be eliminated. Postage savings and administrative improvements are planned and will be budgeted. The collection fee is 8%. The net projected annual improvement is \$130,000.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: The Mayor & Members of the City Council
From: James C Smith City Manager
Date: April 2, 2010
Subject: Municipal Environmental Assessment Coalition.

RECOMMENDATION:

I move the City Council authorize the City Manager to execute the Agreement to participate in the Municipal Environmental Assessment Coalition.

BACKGROUND AND FINDINGS:

Attached is the Agreement proposed by the League by which Washington would become a member of the Municipal Environmental Assessment Coalition. This is the organization being formed by the League to formally participate in the storm water standards review process. There seemed to be agreement from several members of Council that the City should take an active role in this process.

In December, the League corresponded with us regarding the formation of the Municipal Environmental Assessment Coalition (MEAC). You will remember that MEAC members will support an engineering analysis to examine the ramifications of the proposed "triennial review" surface water quality rules. This state regulatory proposal will likely affect wastewater treatment processes, require implementation of stormwater programs, mandate development rules such as riparian buffer zones, and further regulate the land application of biosolids. If the rules are enacted, no corner of the state will be untouched.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

Currently Budgeted (Account 32-90-8220-5301) Requires additional appropriation
No Fiscal Impact

SUPPORTING DOCUMENTS

Agreement to participate in the Municipal Environmental Assessment Coalition.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: ML Concur _____ Recommend Denial _____ No Recommendation
4/7 Date



215 NORTH DAWSON STREET
RALEIGH, NC 27603
POST OFFICE BOX 3069 | 27602-3069
919-715-4000 | FAX: 919-733-9519
WWW.NCLM.ORG

PRESIDENT: **Rodney W. Locks**
Council Member, Brevard
FIRST VICE PRESIDENT: **Chris D. Jones, III**
Council Member, Clemmons
SECOND VICE PRESIDENT: **Loretta Clawson**
Mayor, Boone
IMMEDIATE PAST PRESIDENT: **Gerald A. Jones, Jr.**
Mayor, Morehead City
EXECUTIVE DIRECTOR: **S. Ellis Hankins**

To: Managers, attorneys, clerks, water and wastewater operations managers

From: S. Ellis Hankins, Executive Director
Kelli Kukura, Director of Government Affairs

Re: Municipal Environmental Assessment Coalition – Project Participation Agreement

Date: March 15, 2010

Dear League Members,

In December, we corresponded with you regarding the formation of the Municipal Environmental Assessment Coalition (MEAC). You will remember that MEAC members will support an engineering analysis to examine the ramifications of the proposed “triennial review” surface water quality rules. This state regulatory proposal will likely affect wastewater treatment processes, require implementation of stormwater programs, mandate development rules such as riparian buffer zones, and further regulate the land application of biosolids. If the rules are enacted, no corner of the state will be untouched.

The League’s Planning & Services Technical Advisory Committee (P&S TAC) members have reviewed the proposed rules and predicted that the costs to cities and towns across the state will be significant and potentially debilitating. In response, the engineering analysis supported by MEAC members will assess the extent of that impact and provide policy suggestions that can be used to inform and influence state regulators.

With this letter, we have included two originals of the “NCLM Municipal Environmental Assessment Coalition Project Participation Agreement.” The agreement includes the cost of MEAC membership for your city or town. At the decision of members of the P&S TAC, participation costs are set based on population.

We urge you to consider this agreement and send in both signed copies along with the appropriate payment BY APRIL 1, 2010. Please remember to date the agreements on the first page as of the date you are signing. Once we receive these documents and payment, we will sign both documents and return one to you. Then, your municipality will be a MEAC member.

We hope you will see the importance of participating in this effort. If you have any further questions, please contact Erin Wynia, policy analyst, at ewynia@nclm.org or (919) 715-4126.

This instrument has been preaudited
in the manner required by the Local
Government Budget and Fiscal Control Act.

(Finance Officer)

**NCLM MUNICIPAL ENVIRONMENTAL ASSESSMENT COALITION
PROJECT PARTICIPATION AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 2010,
by and between the [City/Town/Village] of _____ (sometimes
hereinafter referred to as the "[City/Town/Village]") and the North Carolina League of
Municipalities (sometimes hereinafter referred to as the "League").

RECITALS

WHEREAS, in accordance with a mandate of the U.S. Environmental Protection Agency ("EPA"), the N.C. Department of Environment and Natural Resources Division of Water Quality ("DWQ") has initiated a review and modification of existing surface water quality standards, proposing to lower the standards for various metals and the nutrient chlorophyll-a; and,

WHEREAS, the DWQ proposed standards are extremely complex expressions of national scientific studies which will cause, when enacted, municipalities statewide to undertake expensive upgrades to wastewater treatment plants, implement stormwater programs, enact development regulations such as riparian buffers, and restrict further land application of biosolids practices; and,

WHEREAS, members of the League's Planning & Services Technical Advisory Committee recognized the potential burdens of the proposed standards and related rules and identified the need for a coordinated statewide analysis of the impacts of those rules in order to obtain accurate, science-based knowledge to be used in efforts to promote the adoption of rules that will protect water quality while having the least negative impact upon municipalities; and,

WHEREAS, the Committee further recognized that specialized professional expertise would be required to conduct the analysis and suggested that the League, as an additional service to its members, engage an engineering firm to perform that work with the costs thereof to be funded by members of the League desiring to participate; and,

WHEREAS, the League, through a subcommittee of the Planning & Services Technical Advisory Committee, will recommend that an engineering firm ("Consultant") be selected to conduct the analysis and perform the work desired; and,

WHEREAS, the League is prepared to move forward and contract with the Consultant, once selected, and the [City/Town/Village] desires to participate in funding the costs of the work as herein specified.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the League and the [City/Town/Village] agree as follows:

1. Definitions

The following terms, except where the context clearly indicates otherwise, shall have within this Agreement the respective meanings set forth below.

(a) "Agreement" means this NCLM Municipal Environmental Assessment Coalition Project Participation Agreement.

(b) "Consulting Services Agreement" shall mean that agreement entered into between the League and the Consultant pursuant to which the Services will be performed.

(c) "MEAC" means the Municipal Environmental Assessment Coalition which is the group of League members that agree to participate in the Project Cost. A "MEAC Participant" is a member of the group.

(d) "Participant Cost" means the portion of the Project Cost paid to the League by an individual MEAC Participant.

(e) "Project Cost" means the cost for the Services as provided by the Consultant pursuant to the Consulting Services Agreement.

(f) "Project Fund" means the separate fund held by the League consisting of the total amount of Participant Costs received from MEAC Participants and applied in accordance with this Agreement.

(g) "Services" means the work to be performed by the Consultant to include conducting a fiscal analysis of the statewide impacts and benefits of the proposed DWQ rules; explaining the areas of state policy that affect implementation of the proposed rules; and suggesting modifications or alternatives to those rules that will lessen the impacts or increase the benefits of the proposed rules.

2. Project Administration

The League, subject to the provisions of Section 5 below, shall enter into the Consulting Services Agreement. The League will administer the Consulting Services Agreement and, in consultation with members of the League's Planning & Services Technical Advisory Committee, supervise the work of the Consultant. The League shall pay sums due to the Consultant under the Consulting Services Agreement from the Project Fund.

3. Participant Cost

The amount of the Participant Cost to be paid by the [City/Town/Village] is _____. The Participant Cost shall be paid in two installments due as follows: one-half at such time as this Agreement is executed by the [City/Town/Village] and it is submitted to the League for execution; and, one-half on or before July 31, 2010 upon submission of an invoice by the League, such invoice to be submitted subsequent to July 1, 2010.

4. Use of Project Results

The results of the work performed by the Consultant will be available for use by the League and MEAC Participants.

5. Conditions Precedent to League's Performance

The League's obligation under this Agreement to enter into the Consulting Services Agreement is conditioned upon a sufficient number of municipalities entering into similar agreements with the League (obligating such municipalities to provide funds to pay the Project Cost) to fund the full amount of the Project Cost. The [City/Town/Village] acknowledges that, in reliance upon this Agreement, the League will enter into the Consulting Services Agreement and thereby incur monetary obligations which will be paid, in part, by payment of the Participant Cost. In the event that the League does not enter into the Consulting Service Agreement, the League will refund to the [City/Town/Village] the portion of the Participant Cost paid by it.

6. Miscellaneous

(a) This Agreement shall be dated as of the date it is executed by the [City/Town/Village].

(b) This Agreement shall be executed in two counterparts, each of which shall constitute an original. This Agreement and its counterpart shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[City/Town /Village] of _____

By: _____

(Title)

North Carolina League of Municipalities

By: _____

S. Ellis Hankins
Executive Director



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: April 12, 2010
Subject: Electric Advisory Committee Roles and Responsibilities
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council expand the roles and responsibilities of the Electric Advisory Committee to include the load management, customer education, conservation, and weatherization initiatives to accomplish the longer term plan of reducing our peak demand.

BACKGROUND AND FINDINGS:

The Electric Advisory Committee's role has largely been of an advisory and customer policy nature. The expansion of their role will facilitate progress on the initiatives mentioned in the recommendation.

PREVIOUS LEGISLATIVE ACTION

Electric Advisory Committee Roles and Responsibilities

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: MR Concur _____ Recommend Denial _____ No Recommendation
4/7 Date

City of Washington



A Resolution By The Mayor

"HONORING MS. ALICE EVELYN MOORE"

WHEREAS, Ms. Alice Evelyn Moore was born in Washington, North Carolina, on February 16, 1932, to the late Lillie Bell Barrow Moore and Willie B. Moore; and,

WHEREAS, Ms. Moore built a magnificent educational background in Washington Colored High School (Valedictorian); Tuskegee Institute; Savannah State College, and at John Hopkins University; and,

WHEREAS, Ms. Moore taught in the areas of Humanities and Social Science at Allen University, Claflin in South Carolina and Elizabeth City State; and,

WHEREAS, while at Allen University, Ms. Moore also chaired the Social Science Department and served as Academic Dean for the University. She was instrumental in the work helping Allen University receive accreditation in the 1990's and coordinated the Gerontology Program; and,

WHEREAS, Ms. Moore was the organizer of the Annual Substance Abuse Conference developing relationships between Allen University, Coppin State University, LRADC; and,

WHEREAS, Ms. Moore was President and Founder of the A.S.A.L.H. (Association for the Study of African-American Life & History) in Washington, NC where she implemented the Annual Memorial Service for the 1st Black Firefighter, Edwin Peed and was a great lover and teacher of history.

NOW, THEREFORE, I, N. Archie Jennings, III, Mayor of Washington, North Carolina, and City Council members do hereby honor the life of Ms. Alice Evelyn Moore and her contribution to the City of Washington .

IN WITNESS THEREOF, have hereunto set my hand and caused the Seal of the Office of the Mayor to be affixed.

Adopted this the 12th day of April, 2010.

Mayor N. Archie Jennings III
City of Washington

ATTEST

Cynthia Bennett, City Clerk

