



MAY10, 2010
5:30pm

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of Minutes from February 15, April 12, April 19 and April 26, 2010 (pg. 4)

Approval/Amendments to Agenda

I. Consent Agenda:

- A. Declare and Authorize – Surplus sale of Vehicle #431 from Fire Department (pg. 43)
- B. Declare and Authorize – Surplus sale of Vehicle #161 to Beaufort County Community College at a price of \$1.00 (pg. 44)
- C. Declare and Authorize – the sale of vehicles through Electronic Auction using GovDeals (pg. 45)

II. Comments from the Public:

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

- A. Consider – Zoning change consisting of 7.78 acres of property located at the intersection of Hwy 17 N & New Hope Road (pg. 46)

IV. Public Hearing – Other:

- A. Hold P.H. – Ordinance to amend Chapter 40, Article IV, Section 40-93 (b) Table of Uses (pg. 60)
- B. Adopt – Resolution fixing the date for public hearing for the consideration of an ordinance establishing a temporary moratorium on Electronic Gaming Operations (pg. 69)

V. Scheduled Public Appearances:

- A. Ms. Louise Buffalo – Dogs on the Waterfront



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- B. Ragan & Bill Ramsey – Emerson Square Housing Development Project (pg. 79)
 - C. Mr. David Gossett – East Carolina Wildfowl Guild (pg. 96)
 - D. Friends of the Library - Presentation
- 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) (pg. 97)
- VII. Reports from Boards, Commissions and Committees:
- A. Washington Harbor District Alliance (DWOW) (pg. 107)
 - B. Human Relations Council (pg. 108)
 - C. Tourism Development Authority (pg. 109)
 - D. Financial Reports (as available)
 - 1. General
 - 2. Enterprise Funds
- VIII. Appointments:
- A. Appointments – Airport Advisory Committee (pg. 110)
- IX. Old Business:
- A. Approve and Authorize –Director to execute Waterfront Docking Agreement with the Belle of Washington, LLC. (pg. 114)
 - B. Memo – Brick Crosswalks at the Intersection of Stewart Parkway and Respass Street (pg. 122)
 - C. Adopt – Budget Ordinance Amendment Flanders Filters Project (pg. 123)
 - D. Memo – Electric Fund Load Management Budget Transfer (\$300,000) (pg. 125)



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- E. Memo – Washington Police Department Updates (pg. 127)
- X. New Business:
 - A. Memo – Contracts for Water and Wastewater Treatment Chemicals (pg. 135)
 - B. Approve and Authorize – City Manager to execute the Engineering Contract with Bay Design Group **and** sign a letter of Termination of Contract with Coastal Science and Engineering (pg. 137)
 - C. Amend – Chapter 18, Section 18-129 – Two-hour parking areas and create Section 18-129.1 – Three hour parking areas (pg. 150)
 - D. Approve and Authorize – City Manager to enter into a one year Emergency Medical Services (EMS) agreement with Beaufort County (pg. 155)
 - E. Memo – Notice of Contingent Award of Recovery Zone Bonds Capacity (pg. 162)
 - F. Adopt – Resolutions for ECB and First Citizens Bank (pg. 165)
- XI. Any Other Items From City Manager:
 - A. None
- XII. Any Other Business from the Mayor or Other Members of Council
 - A. None
- XIII. Closed Session – Under NCGS 143-318.11(a)(1) Disclosure of confidential information and NCGS 143-318.10(e) the public records act and NCGS 143-318.11(a)(6) Personnel
- XIV. Adjourn - Until Monday, May 17, 2010 at 4:30 pm, in the Council Chambers at the Municipal Building.

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

FEBRUARY 15, 2010

The Washington City Council met in a continued session on Monday, February 15, 2010 at 4:30 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.

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.

Representing Boy Scout Troop 21 working toward their Citizenship in the Community Merit Badge were the following Scouts: Cameron Carr, Thomas Hall, Stephen Cutler, Aaron Cutler, Leland Hill, James Martin, Wynne Martin. Assistant Scout Masters in attendance were: Sid Cutler, David Hall and Bill Lurvey were also in attendance.

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

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings noted the primary purpose of this meeting is a budget planning session. Councilman Mercer stated at the last meeting of the Tourism Development Authority it was requested they change their member representative on the Citizens for Revitalization. He further noted that Mayor Pro tem Roberson has agreed to accept this position if Council would appoint him to that board. By motion of Councilman Mercer, seconded by Councilman Davis, Council appointed Mayor Pro tem Roberson as the Tourism Development Authority representative on the Citizens for Revitalization board replacing Lynn Lewis.

Mayor Pro tem Roberson asked to follow up on the list of other board appointments during the Committee of the Whole meeting. Mayor Jennings noted the current vacancies have been advertised and we are awaiting applications.

CAPTIAL IMPROVEMENT PLAN REVIEW

Jim Smith, City Manager stated this session is to thoroughly review the CIP projects. An effort was made to contact all departments to receive input for capital needs over the next five years. Our CIP needs exceed our ability to pay. The proposed CIP that was distributed to Council last week had a \$55 million price tag. Matt Rauschenbach gave Council a revised version of the CIP that had been reduced to \$44 million. The decrease can be attributed to reducing funding for some of the proposed projects as well as moving certain projects to other fiscal years. Mr. Rauschenbach reviewed CIP expenditures for the past five years as well as changes to the proposed capital improvement plan. The proposed changes are listed below:

PROJECT	ORIGINAL REQUEST	REVISED REQUEST
City Hall painting	\$30,000	\$0
Old City Hall Rehab	\$803,000	\$50,000
City Hall Rehab	\$3,972,000	\$250,000
Festival Park(\$260k cash)	cash match spread over 3 years	
2 nd gym –Andrews center	\$770,000	\$0
Brown Library addition (4k sq.ft.)	added to future years	
General Fund Total through FY 14/15	\$16,998,000	\$11,723,000
Re-line wet well 5 th /Respass	\$500,000	\$150,000
Sewer Fund Total through FY 14/15	\$5,803,000	\$5,453,000
NC 32 circuit	\$700,000	added to future years
River Road circuit	\$700,000	added to future years
Grimesland circuit	\$800,000	added to future years
Slatestone circuit	\$1,000,000	added to future years
Midway circuit	\$750,000	added to future years
34kV line	\$1,300,000	added to future years
Northern substation	\$1,800,000	added to future years
Industrial Park substation	\$1,800,000	added to future years
Electric Fund Total through FY 14/15	\$16,885,000	\$8,035,000
Grand total all funds through FY 14/15:	\$55,770,000	
Revised total all funds through FY 14/15:	\$41,295,000	

General Fund Total Capital & New Debt Service:	\$11,723,000 through FY14/15
Electric Fund Total Capital & New Debt Service:	\$8,035,000 through FY14/15
Water Fund Total Capital & New Debt Service:	\$8,765,000 through FY 14/15
Sewer Fund Total Capital & New Debt Service:	\$5,453,000 through FY 14/15
Stormwater Fund Total Capital & New Debt Service:	\$5,000,000 through FY 14/15
Sanitation Fund Total Capital & New Debt Service:	\$835,000 through FY 14/15
Cemetery Fund Total Capital & New Debt Service:	\$70,000 through FY 14/15

The \$14 million decrease in the CIP was contributed to reductions in funding and scope of projects such as rehabilitating City Hall and postponing other projects such as circuit work and substation upgrades involving the electric utility system. Mayor Jennings asked Mr. Smith and Mr. Rauschenbach to continue with the brainstorming sessions and running different scenarios to find additional cost savings.

Mayor Jennings noted the CIP is a planning tool only, it does not commit Council to anything, and this will be accomplished during the budget process. Council noted they will discuss during budget sessions, whether it is more cost effective to contract with private sectors to provide some services now provided by the City. Councilman Mercer said it may be cheaper to go with a private contractor instead of allowing the city to continue providing the service.

Mr. Smith noted the Fire Department roof is a major concern and needs to be repaired shortly. Councilman Mercer stated this should be in the building maintenance budget and the roof should be repaired. Councilman Mercer further discussed the roof at the Impressions building and the need to repair it. Council further recommended additional reductions in the CIP which will be discussed further during budget work sessions. Discussion was held regarding Old City Hall and possible uses for this structure. Mayor Jennings stated he will contact the Washington Area Historic Foundation regarding uses for this building. Discussion was held regarding renovations to City Hall. Mayor Jennings noted that although the current building has historical value, it may be more cost effective to build a new municipal building along with the police station. Ray Midgett discussed server virtualization and the advantages of this system due to the reduction in hardware cost and energy cost, consolidation of data, etc. Councilman Mercer inquired if this would be a service that would be more cost effective to contract out. Mr. Midgett also discussed municipal fiber networking and the possibility of extending this to include the Operations Center, Fire Station #2, Civic Center, Parks and Rec/Peterson Building, Warehouse and Brown Library. This would allow us to increase our bandwidth to these areas.

Mayor Jennings recognized Scouts from Boy Scout Troop 21 that are working toward their Citizenship in the Community Merit Badge. Scouts in attendance were: Cameron Carr, Thomas Hall, Stephen Cutler, Aaron Cutler, Leland Hill, James Martin, Wynne Martin. Assistant Scout Masters in attendance were: Sid Cutler, David Hall and Bill Lurvey were also in attendance.

BREAK

By motion of Councilman Davis, seconded by Councilman Pitt, Council agreed to continue the meeting to no later than 8:00pm.

Mayor Jennings suggested that Council determine a broad financial number for each department and let the department determine what items can be cut or delayed from the CIP.

General Fund suggested budget for total capital expenditures & new debt	\$700,000
Electric Fund suggested budget for total capital expenditures & new debt	\$1 million
Water Fund suggested budget for total capital expenditures & new debt	\$355,000
Sewer Fund suggested budget for total capital expenditures & new debt	\$300,000
Stormwater Fund suggested budget for total capital expenditures & new debt	\$45,251
Sanitation Fund suggested budget for total capital expenditures & new debt	\$86,498
Cemetery Fund suggested budget for total capital expenditures & new debt	\$7,763

Allen Lewis discussed the results of a drainage study that identified approximately \$16 million in drainage improvements at Jack’s Creek Drainage Basin, Smallwood drainage basin and airport canal drainage basin and 12th & Brown St drainage area. Mr. Lewis suggested using G.O. Bonds for \$5 million worth of work over 20 years at 4.3% interest and phasing these projects in over a 3-4 year period. It is proposed to use stormwater fees to cover the debt over twenty years and pay for maintenance from the General Fund. Mayor Pro tem Roberson stated the original use for the stormwater fees was to be for capital improvement projects and salaries should come out

of the General Fund not the stormwater fund. Mayor Pro tem Roberson stated Iron Creek drainage needs to be incorporated into the CIP. Mr. Lewis stated recently his department went to Iron Creek and removed one abandoned beaver dam as well conducted maintenance on the swale located at Ore Court.

ADJOURN

By motion of Mayor Pro tem Roberson seconded by Councilman Pitt, Council adjourned the meeting until February 22, 2010 at 8:30am 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**

APRIL 12, 2010

The Washington City Council met in a continued session on Monday, April 12, 2010 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Gil Davis, Councilman; Bobby Roberson, Mayor Pro tem; 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; Mick Reed, Police Chief; Ray Midgett, Information Technology Director; Susan Hodges, Human Resources Director; Mike Voss, of the Washington Daily News; Delma Blinson of the Beaufort Observer and Brandia Deatherage of Beaufort County Now.

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

APPROVAL/AMENDMENTS TO AGENDA

Councilman Davis requested adding a report regarding the relationship between the League and the City as Item XII.C. Mayor Jennings noted the presentation for recognizing Ms. Alice Moore will be moved to the beginning of the agenda from Item XI.A. Councilman Mercer requested Item IX.A.1 Discussion of Financials.

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

APPROVAL OF MINUTES

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the minutes of February 22, March 8 and March 22, 2010 with the minor typographical corrections discussed by Councilman Mercer.

**PRESENTATION OF A RESOLUTION HONORING THE LIFE OF
MS. ALICE EVELYN MOORE**

Ms. Emma Howard read a Resolution honoring the life of Ms. Alice Evelyn Moore and Mayor Jennings and members of Council presented the Resolution to William O'Pharrow.

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.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

**PRESENTATION: HAYLEY STOWE – RECIPIENT OF THE
PRESTIGIOUS PARK SCHOLARSHIP**

Mayor Jennings and members of City Council presented a certificate acknowledging and congratulating Hayley Stowe, a senior at Washington High School for being a recipient of the prestigious Park Scholarship to attend North Carolina State University.

**PRESENTATION - ISABELLA MAYO – WINNER OF THE 18TH- ANNUAL
DOWNEAST NORTH CAROLINA REGIONAL SPELLING BEE**

Mayor Jennings and members of City Council presented a certificate acknowledging and congratulating Isabella Mayo for winning the 18th-annual Downeast North Carolina Regional Spelling Bee and securing a position in the 83rd-annual National Spelling Bee in Washington, D.C

CONSENT AGENDA:

A. Accept – Gift/Donation to the Washington Police Department to purchase ballistic safety vests (\$1,535)

B. Authorize – City Manager to execute Grant Contract with NCDENR for Recycling Roll-Out Cart Purchase (\$100,000)

(copy attached)

C. Adopt – Budget Ordinance Amendment for the Flanders Filters Project (\$70,703)

**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.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

D. Accept – Report of Reallocation of Funding (\$4,290)

Funds were transferred to cover the Harding Square brick work and recreation permits and fees that were approved previously by Council.

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

COMMENTS FROM THE PUBLIC

Dee Congelton updated Council on the improvements at Harding Square which includes the installation of knock-out roses and new brick work. Ms. Congelton thanked the Garden Club, DWOW, City Council and Ross Boyer for their hard work and dedication on this project. The Washington Area Historic Foundation has purchased a bench and donations have been made to purchase another bench to be installed at this location.

Councilman Mercer requested to continue trying to get Mid-East workers to assist with the downtown cleanup.

MS. CATHERINE GLOVER – EXECUTIVE DIRECTOR, WASHINGTON BEAUFORT COUNTY CHAMBER OF COMMERCE- REQUEST FOR BEER GARDEN

Ms. Catherine Glover, Executive Director of the Washington/Beaufort County Chamber of Commerce came forward to request permission from the Washington City Council to sell alcohol as part of a beer garden during the 2010 Summer Festival. They held a beer garden last year during the 2009 Festival; it was successful and a great addition. She stated they work very closely with the Washington Police Department to ensure everyone is of age and the garden is a relaxing place for adults. The beer garden is located in the same location as last 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. It is estimated 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. They 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. They 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. Wristbands will be purchased for access into the garden from the City of Washington. They will be working with local nonprofits to recycle the beer cans and will be responsible for making sure that clean up is sufficient. They will also be providing appropriate signage regarding checking ID's, taxi cab phone numbers, and staying in the roped off area. They will make sure they have the proper amount of liability insurance, as they did last year, and will make sure Kristi has all this information.

They take the responsibility serious and work very closely with Chief Mick Reed to ensure safety. Just like other events in downtown Washington that sell alcohol, they will work with city officials to make sure we follow the proper guidelines and safety precautions. Please know you have our full cooperation at anytime.

Council members voiced concern over alcohol being served at this event, but understands it will be there and it is better to try to contain the use of it with the beer garden.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council approved the allowance of a beer garden at the Washington Summer Festival. Mayor Jennings noted Council will be regulating but not promoting the use of alcohol. Motion carried 4-1(Councilman Mercer voted against the motion). Mayor Pro tem Roberson abstained, which counts as a yes vote.

CONSIDER – ZONING CHANGE CONSISTING OF 3.7 ACRES OF PROPERTY LOCATED AT 233 EAST 7TH STREET (FORMER BEAUFORT COUNTY ED TECH CENTER)

Mayor Jennings opened the public hearing. 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

Keith Hackney, Attorney for Michael Lowe reviewed the request with Council. Mr. Hackney stated the Planning Board presented a finding to City Council requesting the zoning request be denied. The main reason for denying the property was, “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’s unmet recreational needs.”

Mr. Hackney stated that in April 2006 he appeared before the Planning Board with a rezoning request for the Debra Fox property, which is next to the old Cox Shopping Center and across John Small Avenue from this property. Ms. Fox’s property was rezoned to O & I which was consistent with the Land Use Plan and the transitional nature of the neighborhood. In August 2007, the City adopted the CAMA Core Land Use Plan and was certified by the Coastal Resources Commission in November 2007. Page 55 of the Land Use Plan shows Mr. Lowe’s property is in a significant flood hazard area with a greater than 1% flood chance in any given year. The 7th Street park area on page 77 does not include Mr. Lowe’s property. Page 104(d) shows the existing use of the property as public and institutional. Page 217 shows the future land use for this property as Office and Institutional. The current zoning of R6S is not beneficial for residential lots. Mr. Hackney referred to the Parks and Recreation Master Plan that shows a highlighted future need area for a community park, which does not include Mr. Lowe’s property. On January 26, 2009, the City Council considered the purchase of this property. They were authorized to bid up to \$120,000 for this property. The high bid was \$170,000 and the City opted not to pursue the upset bid process. In April 2009, Mr. Lowe purchased the property. This is the second time Mr. Lowe has requested the property to be rezoned to O & I which is consistent with the CAMA Land Use Plan. Mr. Lowe is requesting that the Council overturn the Planning Board recommendation to deny the rezoning request due to their significant error in which they state this is in violation of the Parks and Recreation Master Plan. He asks that the Council follow the Land Use Plan and rezone the property to O & I.

Mayor Pro tem Mercer asked Mr. John Rodman, Planning Director to review the allowed uses in the R6S zoning district. Councilman Davis inquired about the property line that divides the closed street. Mr. Lowe stated the former high school is used for institutional purposes and the traffic flow still remains on John Small Avenue as it did when the school existed. He stated it is not a reasonable use for the land to be residential due to the traffic flow in that area.

Councilman Mercer stated the street was closed in the 1960’s and inquired if the metes and bounds description shows the property line in the middle of the old 7th street. Mr. Lowe

stated it did, he would have to get an agreement with the adjoining property owner to open the street back up or possibly engineer a new entrance to the property.

John Tate, Planning Board representative reviewed the history of the request and stated the reasons the Planning Board suggested the request be denied.

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.

On the basis of the foregoing findings and conclusions, the Planning Board recommends to the City Council that the rezoning request be denied.

Mr. Tate stated it was noted that maybe the CAMA Land Use Plan should be amended to remove this parcel from the Plan because there is significant qualitative difference between the two partials (one on each side of John Small). Mr. Lowe's property doesn't have its own access where the property across the street does.

John Rodman, Planning Director reviewed some of the permitted uses under R6S zoning district. Mayor Jennings asked when the property was changed from its prior designation to the R6S zoning designation. Mr. Rodman stated it was probably changed in 1996 when the Zoning Ordinance was changed. Mr. Smith asked if the Planning Board considered taking the step back to amend the Comprehensive Plan to make sure it is consistent with the Parks and Recreation Plan, before making a recommendation on the specific site. Mr. Rodman stated they did not, they considered it after the last decision was made. Mr. Rodman said the Planning Board is certainly willing to help Mr. Lowe find the best possible use for his property and that includes amending the Comprehensive Plan to correct inconsistencies. Mr. Rodman stated the recreational uses are consistent within each zoning district (O&I and R6S).

Public Comment

Donna Sikes, Owner of A&D Water Care said she didn't object to the property being rezoned, but she does object to the closed portion of 7th Street being reopened as it would interfere with her business.

Hardy Ray Corey, 209 East 7th Street came forward and voiced opposition to the rezoning request and stated he is speaking on behalf of this neighbors in this area. He felt Mr. Lowe should have done his research before he purchased the property to make sure he would be allowed to operate the business he wanted to operate.

Franz Holscher, City Attorney stated he has presented some rezoning principals to the Council as well as to the applicant and his attorney. He reminded the Council that under a different composition this hearing was held before. The applicant acknowledged at that time that when he purchased the property he was unaware the property was R6S, he thought it was O&I. Mr. Holscher further reviewed the minutes from the May 2009 meeting regarding the rezoning request for this property by Mr. Lowe. Mr. Holscher stated the Council is not bound by precedence regarding how previous rezonings have been handled. The Comprehensive Plan and Parks and Recreation Plans are not static documents, they are evolving documents overtime. If Council chooses not to embrace this application, the recommendation is to change the plan to be consistent with the direction we want our City to go. This is not an evidentiary hearing or quasi judicial hearing so there is no sworn testimony. The board is not required to follow its adopted plans and zoning decisions but must carefully consider the plans and lay out for public inspection the reasons for deciding to follow the plans or not. As a general rule, courts give legislative zoning decisions a presumption of validity and the courts will not second guess the policy decisions of elected officials only those decisions that are clearly unreasonable or abusive of discretion or improper procedures will be set aside.

Mayor Pro tem Roberson questioned the 2/3 vote requirement on the first vote/reading. Mr. Holscher asked that if the 2/3 vote did not occur to adopt the zoning change and the request was not denied, then hypothetically next month the request could come back and would require a majority vote to pass.

Mayor Jennings closed the public hearing.

Mr. Holscher noted Mr. Hackney should be allowed rebuttal time. Mr. Hackney asked for clarification as to if Council approves the Land Use Plan designation does this require a majority vote? Councilman Mercer stated Mr. Lowe is asking for an amendment to the Zoning Ordinance, if Council chooses to adopt that Ordinance a 2/3 vote is required. Mr. Lowe stated he is requesting to change the ordinance which would change the designation from R6S to O&I. Mr. Lowe stated if Council judges this property by its existing characteristics then the tract should be rezoned because it is being used for the wrong purpose.

Mayor Jennings reclosed the public hearing after allowing Mr. Hackney time for rebuttal.

A motion was made by Councilman Mercer and seconded by Mayor Pro tem Roberson for Council to uphold the recommendation of the Planning Board and deny the rezoning of the property at 233 East 7th Street containing 3.7 acres for the finding that the City Council feels the R6S designation currently applied to this property is proper for the area due to the property being located in the 100 year flood zone, the uses are not compatible and has limited access. Council also accepted the Resolution from the Planning Board which contained their recommendation to deny the rezoning request. Voting for the motion: Councilman Mercer,

Mayor Pro tem Roberson, Councilman Pitt, and Councilman Davis. Voting against the motion: Councilman Moultrie. Motion carried 4-1.

**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,

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.

s/Dot Moate, Chair
Washington Planning Board

RECEIVE PUBLIC INPUT FOR THE CLOSEOUT OF A 2005

CDBG ECONOMIC DEVELOPMENT GRANT

Mayor Jennings opened the public hearing. Allen Lewis, Public Works Director stated the public hearing is required in accordance with Section 1002 of Subchapter 19L, North Carolina Community Development Block Grant Program. This grant was in the amount of \$336,600 or 43% of the total project cost. The 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. There were 18 jobs proposed with 11 of them being low to moderate income positions. Flanders Corporation created 48 jobs of which 46 were low to moderate income jobs. The project is now complete and the grant can be closed out now.

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

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council closed out the NC Community Development Block Grant Economic Development Grant for Flanders Corporation (Industrial Park).

**MS. JANICE COBURN – WASHINGTON OPTIMIST CLUB –
WAIVER OF FEES FOR SPORTS PROGRAM**

Ms. Patty Peebles and Mr. Nathan Wood came forward representing the Washington Optimist Club on behalf of Ms. Janice Coburn. Ms. Peebles read a statement from Janice Coburn regarding the Optimist Club. The statement said the Optimist motto is "friend of youth"; recently it was brought to their attention that they were missing out on an important part of the youth; the special needs children. It was only recently that a t-ball group was formed for approximately 25 special needs children. The Optimist Club has committed to provide and soccer program for special needs children as well. This will be run at the same time as the regular soccer season. The usual expenses will still be incurred. The proposal is for children to play on Sunday afternoons with no practices. The Club is asking for assistance in the fees for this league. It is the hope that this will be provided at no expense to the parents of the special needs children. Mr. Smith asked how much the fee is. Ms. Peebles stated it is \$30 per child to use the complex. Ms. Peebles said she was unsure until registration how many children would be signing up for this program. Councilman Mercer noted if the event is not until the Fall, we could discuss this during budget workshops if we could get some numbers from the Optimist Club. Councilman Davis reminded Ms. Peebles that our policy is to not waive fees, but we could discuss this during the budget discussions. Ms. Peebles stated it is the hope to incorporate this program in the 4-5 year old program which is already paid for. Council members agreed to support this program and Ms. Peebles will return to Council once their budget has been determined for this program. Councilman Mercer noted this would fall under contributions to outside agencies.

MR. BERNARD ENRIGHT – UTILITIES DISCUSSION

Mr. Enright was absent.

MS. JANE VERDON – UTILITIES DISCUSSION

Ms. Verdon was absent.

**MR. BOB GARY – GREEN COMMUNITIES PROGRAM
PRESENTATION BREEZEPLAY, INC.**

Keith Hardt, Electric Director explained 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.

Bob Gary, S-VP of BreezePlay, Inc. presented information on the Green Communities Program, a home energy management company as well as an energy service company.

Effective Communications Between Customers/Citizens and City/Utility

- Public Relations/Image
- Effective branding and messaging
- Customers find statements confusing
- System outage alerts and notifications

Reaching All Demographic Groups

- Low-income
- Hispanic (non-English speaking)
- Senior Citizens
- Customers with limited/no internet connectivity
- Renters

Educating/Motivating Customers

- Account status (termination notices)
- Efficiency /conservation measures
- Peak demand – definition, events, rates, etc.

Mayor Jennings asked if the designs and brochures were included in the cost. Mr. Gary stated this is included, the City would pay for printing. Mayor Jennings noted this is something the City is interested in, but we may take this project on ourselves.

GREEN COMMUNITY PROGRAM PRICING

FULL PROGRAM

(No Credit for EMCS Pilot)

FULL PROGRAM

(Credit for EMCS Pilot)

One-Time Set Up Fee	Per customer/year	Per Customer/month	Total 1st Year	One-Time Set Up Fee	Per customer/year	Per customer/month	Total 1 st year
\$69,291	\$5.90	\$0.49	\$151,956	\$33,131	\$4.35	\$0.36	\$94,046

WASHINGTON HARBOR DISTRICT (DWO)

Three Groups Join Forces to Support Washington.

Ross Hamory explained that 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 DWO, the C4R group recommended that the DWO 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 (DWO) is pleased to announce that the DWO 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 nonprofit organization, using the NC Main Street four point approach for revitalization. Beth Byrd will become WHDA's Director.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council endorsed the merger and formation of the Washington Harbor District Alliance and

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!

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 16 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.

***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? By motion of Councilman Moultrie, seconded by Councilman Davis, Council approved the Second Annual Pirates Beach Music Festival on September 12, 2010.

Movies In The Park

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. The Friday night of the ECU/Marshall football game we will show the movie We are Marshall.

Mr. Hodges asked Council with assistance regarding the amplification fee. Could they combine this as only paying one fee for the entire event instead of each individual event.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council endorsed the Movies in the Park program by WHDA and will discuss the amplification fees at the May Council meeting.

DISCUSSION - STATUS OF CURRENT GRANTS (2010 DEPARTMENTAL AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND NON-ARRA FUNDING OPPORTUNITIES)

Bianca Gentile, Special Projects Coordinator reviewed the status of current grants including submittals, approvals and potential projects. Councilman Mercer inquired if Ms. Gentile was seeking approval for submission of any grant applications tonight. Ms. Gentile stated, “No, sir”.

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.

Mayor Pro tem Roberson inquired as to why this request was denied. Allen Lewis, Public Works Director noted our application was next in line to be funded when the funding ran out.

- 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. Councilman Pitt asked if this grant could be reapplied for? Ms. Gentile noted that it cannot be reapplied for under the Governor’s Crime Commission, we would have to seek additional/alternate funding.

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 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.

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 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 EECSBG 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

Mayor Pro tem Roberson suggested reviewing the Minimum Housing Ordinance that would assist with the weatherization program.

Councilman Davis inquired about the Coastal Science and Engineering contract. Mr. Smith noted Bill Foreman has been working with Coastal Science and Engineering and they are closing their Morehead City office. Bill Foreman will be moving to another company and Coastal Science has agreed transfer the contracts. Bill Foreman will take the City's current projects with him and the new company will honor them at the same contract price, there will be no increase in the contract price.

HUMAN RELATIONS COUNCIL REPORT

Councilman Pitt reviewed the upcoming Housing Forum set for May 11, 2010 at the Senior Resources Center beginning at 6:30pm.

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.

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

- Sarah F. Bocanergra, 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.

RECREATION ADVISORY BOARD REPORT

Councilman Davis provided an update on the dog park and stated on a recent Saturday members spent about 6 hours at the dog park and planted shrubs at no cost to the City. Mayor Jennings stated that last Monday, there was a League Summit to discuss various issues.

FINANCIAL REPORTS

Mayor Jennings noted the reports will be discussed at a later time.

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

Councilman Davis reported the Recreation Advisory Committee is suggesting the appointment of Brad Horton to the fill the vacancy on the committee. Councilman Moultrie requested to nominate Kendra Windley to fill the vacancy. Councilman Davis and Councilman Mercer voted to appoint Brad Horton. Councilman Moultrie, Councilman Pitt and Mayor Pro tem Roberson voted to appoint Kendra Windley. Kendra Windley was appointed to the Recreation Advisory Board to fill the unexpired term of Lisa Williams Baker with a term to expire June 30, 2012.

APPOINTMENT – TO THE HISTORIC PRESERVATION COMMISSION TO FILL THE UNEXPIRED TERM OF MICHAEL OVERTON, TERM TO EXPIRE JUNE 30, 2011

Mayor Jennings, liaison to the HPC nominated Jerry Creech to fill the unexpired term of Michael Overton with a term to expire June 30, 2011. There were no further nominations for this position. By unanimous vote, Council appointed Jerry Creech to the Historic Preservation Commission.

MEMO – INTERSECTION OF WEST MAIN STREET & STEWART PARKWAY

Allen Lewis, Public Works Director noted this is a follow-up to the request from Council on March 8 and March 22. 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.

By motion of Councilman Mercer, seconded by Mayor Pro tem Mercer, Council declared that the temporary barricade be installed for a period of sixty days to close the sweeping turn at the intersection of West Main and Stewart Parkway. (May 1st – June 30th) Mayor Pro tem Roberson suggested placing a public service announcement in the paper, website and cable channel noting the temporary closing of the sweeping turn as well as have Beth Byrd notify the downtown merchants.

MEMO – INTERSECTION OF EAST MAIN STREET & PARK DRIVE

Mr. Lewis noted this item is a follow-up to the request from Council on March 8 and March 22, doing away with the “slip ramp” turning movement in the southeast quadrant at East Main Street and Park Drive. (memo from Mr. Lewis) 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. (end memo)

Mr. Lewis suggested leaving the barriers up at least 60 days after the bridge opens to determine if closing this section is a viable solution.

By motion of Councilman Mercer, seconded by Councilman Davis, Council unanimously moved to erect a barricade on East Main Street and Park Drive and the barricade will stay in place sixty days after the bridge re-opens. Mr. Lewis noted this is a NCDOT intersection and will coordinate with them.

BRICK CROSS WALK AT STEWART PARKWAY AND RESPESS STREET

Mr. Lewis stated this cross walk is constantly being beat out because it is constructed with brick. He has contacted a local concrete plant regarding dyed concrete at a cost of \$3000, this will not be stamped concrete. All three crosswalks would have to be replaced at one time and replaced using City labor. With the option of stamped concrete the cost would be approximately \$8,000-\$10,000. Mayor Pro tem Roberson stated downtown Charlotte has brick cross walks and they don't have any issues with them. Mr. Lewis stated he believed they use stamped concrete instead of brick work. This item will be discussed at a later time after Mr. Lewis receives information from other communities.

MEMO – NCEMPA COMMISSIONER APPOINTMENTS

By motion of Councilman Davis, seconded by Councilman Moultrie, Council voted to appoint Councilman Mercer as Commissioner and appoint Keith Hardt, Electric Director as First Alternate Commissioner and Jim Smith, City Manager as Second Alternate Commissioner to the North Carolina Eastern Municipal Power Agency. Each appointee will take the oath at the City Clerk's office and the notifications will be forwarded to NCEMPA.

Mr. Smith noted we will lose the consistency and the history of the rate structure by losing Keith Hardt as the Commissioner. Mayor Jennings thanked Mr. Hardt for his years of dedicated service to NCEMPA.

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)

Mr. Rauschenbach provided a brief history of this item and noted that 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.

Councilman Mercer voiced concern with using city money for this project. Mr. Smith noted the city actually started the program, not Eagles Wings. Eagles Wings was willing to disburse the funds for us. Mr. Smith noted that Greenville Utilities actually supports their similar project with approximately \$20,000 per year. Mayor Pro tem Roberson suggested taking some funding from the marketing budget being it is already in the budget to support this program.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved 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 with funding coming from the City's marketing budget.

(copy attached)

ADOPT – BUDGET ORDINANCE ROUTE 33 LINE RELOCATION (\$250,000)

Keith Hardt, Electric Director noted the City will not have any significant utility relocation costs related to the Route 33 bridge project in Chocowinity. Subsequently there will not be a need to allocate the \$250,000. Councilman Mercer inquired about an expenditure of \$23,000 in the director's budget for Hwy 33 relocations. Mr. Hardt stated that was for engineering fees for the design of the relocation. We have requested reimbursement for that charge from NCDOT. Mr. Rauschenbach asked if they could amend the budget ordinance to include the removal of the budgeted money for the tree trimming truck and place this back in fund balance. Council requested this be presented in a separate ordinance next month.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council approved 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.

APPROVE AND AUTHORIZE- DIRECTOR OF PARKS AND RECREATION TO EXECUTE AGREEMENT WITH BELLE OF WASHINGTON

Mayor Jennings stated basically we are doubling the term at the same rate and giving Parks and Recreation the authority to 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. Franz Holscher, City Attorney noted two words have changed in the agreement, “standard cruiser” is changed to “star dust cruiser”. Mayor Pro tem Roberson voiced concern over activity occurring at all times of the evening. Councilman Mercer suggested tabling this request until May to incorporate terms limiting activity on the Belle to thirty minutes before docking and 30 minutes after docking to allow for servicing the Belle.

By motion of Councilman Mercer, seconded by Councilman Davis, Council tabled this item until May 10th to review time limits for service activity occurring at the Belle.

ADOPT – RESOLUTION THAT DESIGNATES THE CITY OF WASHINGTON AND ITS EXTRA-TERRITORIAL JURISDICTION A “RECOVERY ZONE”

Mr. Rauschenbach Recovery Zone Economic Development 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.

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.

Mayor Jennings asked if we need to create a recovery zone and if that were passed we may or may not follow with an economic development bond request. If Council didn’t declare the City as a recovery zone, then we would not proceed with the request for reallocation application. Councilman Mercer voiced concern with issuing general obligation bonds without the vote of the people. Mr. Smith noted we currently have two private companies that could use the bonds for job creation and the borrowing would be covered by a letter of credit of the private company.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council voted 4-1 (Councilman Mercer voted against) to adopt a resolution that designates the City of Washington and its extraterritorial jurisdiction a ‘recovery zone’.

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 22 Committee of the Whole Meeting, and recommended inclusion as an action item to the full governing body for approval during the April 12 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

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

AUTHORIZE – CITY MANAGER TO EXECUTE A RECOVERY ZONE ECONOMIC DEVELOPMENT BOND REQUEST FOR REALLOCATION APPLICATION

Mr. Rauschenbach reviewed the process for allocation requests. Mr. Smith noted this allocation could be used for storm water projects and other projects. Mayor Pro tem Roberson made a motion to request a \$6 million reallocation to fund these projects.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council voted 4-1(Councilman Mercer voted against) to 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 in the amount of \$6 million.

(copy attached)

PRESENTATION – POLICE FACILITY SITE LOCATION APPROVAL

Bianca Gentile, Special Projects stated at the March 8th meeting Marc Recko, Executive Director of Washington Housing Authority, presented the findings of the four suggested sites for the location of the police facility. A timetable highlighting the steps council and staff have taken is included below. Ms. Gentile reviewed a letter for USDA requesting the selection of a site.

(begin letter)

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

Ms. Gentile stated a decision is requested to select a site, if Council chooses not to select a site they are requesting permission from Council to write a letter to USDA to ask for an extension the Letter of Conditions for the loan. Mayor Jennings stated what we would like to do is to confer and then give a memo of guidance with some parameters with some choices to be made and conditions with Council's involvement moving forward. The memo would relay

some understanding of general square footage and cost per square footage as a working tool to move forward with USDA. The architect suggested 15,000 sq. ft. and approximately \$200 sq. ft. Council would prefer to use a site from the preferred list with the understanding if the City doesn't own the site, the amount to purchase the land would be netted against the \$3 million. We would also look at buildings owned by the City which includes Fire Station #1 at 5th and Market Street with the understanding that in turn we would build some other fire facility on the east side of town. Mayor Pro tem Roberson stated that he is comfortable with the three selected sites and even more comfortable with one site because the City owns it. Councilman Davis noted we should at least look at remodeling Fire Station #1 and maybe request an extension on the USDA loan.

Ms. Gentile noted that if Fire Station #1 is chosen as a site, we are not eligible for any grant as it is located in a flood zone. Councilman Moultrie voiced concern over prolonging this item anymore and suggested looking at one of the three sites that were presented. Ms. Gentile noted the architect did look at existing structures as well as modifying Fire Station #1 which proved to be cost prohibitive. Mayor Pro tem Roberson asked Chief Rose about the structural integrity of Fire Station #1. Chief Rose noted the current structure can't withstand a 100mph sustained wind. Councilman Pitt suggested we should consider a joint Police/Fire facility in the future. Mr. Smith noted ultimately we have to bid a particular size building on a particular lot to determine the actual cost.

Ms. Gentile stated a contract is needed to authorize the architect to engage them to do additional work. By motion of Councilman Davis, seconded by Mayor Pro tem Roberson, Council authorized a contract with the architect not to exceed \$5000 for additional building and site location review. The contract will include an estimated square footage of 15,000 at \$200 sq/ft. Council agrees to commit the \$1million from the Public Safety Fund, borrowing no more than \$1million and "finding" another \$1million. Fully vet the conversion of the existing Fire Station #1 and committing \$5000 to the architect for vetting of existing buildings. Council also granted authority for Ms. Gentile to draft a letter to USDA for the Mayor to sign requesting an extension.

MEMO – WEATHERIZATION CONTRIBUTION FROM THE ELECTRIC FUND

(Begin memo from Matt Rauschenbach)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.(end memo)

By consensus Council agreed to make this part of the budget discussions.

ADOPT – BUDGET SCHEDULE FY 2010-2011

Mr. Rauschenbach noted we need to schedule the times for the budget sessions. Council agreed to begin the budget sessions at 4:30pm and start on May 3rd, 17th and 24th with the public hearing scheduled for May 24th. Budget sessions will begin on May 3rd with the Electric Fund. Mayor Pro tem Roberson voiced concern with ensuring the budget is approved by June 14th and noted additional meetings may be required. Mr. Smith delivered the budget message for Council's review, following the goals without any increases on taxes or fees. The budget will be placed on the website in the next day or so.

DISCUSSION OF FINANCIALS

Councilman Mercer inquired about the financial statements. He stated it appears we are going to run substantially short on revenues in both the general fund and electric fund. Councilman Mercer suggested to freeze all expenditures for capital and non-capital items effective today's date. Discussion was held regarding capital and non-capital purchases. Mr. Lewis noted a few items in the Public Works budget would be affected by this freeze, we have approximately \$17,000 left in the purchases of AMR water meters. The reason we stopped purchasing AMR meters was we didn't physically have any more room to store anymore meters and this is part of the AMR meter change out program. Mr. Smith stated the raw numbers are from purchase orders brought forward from last year. Mr. Rauschenbach asked to have at least a week to take a look at where we are department by department in regards to the capital and non-capital items to determine what would be affected by this.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the freezing of purchase orders for two weeks for capital and non-capital items to allow Mr. Rauschenbach and staff to determine which items need to be purchased before the end of the fiscal year.

AUTHORIZE – DIRECTOR OF FIRE DEPARTMENT TO ACCEPT FEMA GRANT FUNDS \$48,384

Chief Robbie Rose stated the 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.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council authorized the Fire Department to accept the 2009 FEMA Assistance to Firefighters Grant funds in the amount of \$48,384.00

APPROVE – INCREASE OF CURRENT MILEAGE FEES FOR EMS TRANSPORT FROM \$8.50 PER LOADED MILE TO \$13.00

Chief Rose stated 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.

Councilman Mercer voiced concern with increasing the rates now and noted we should wait until the budget process. Mr. Smith stated a lot of work has gone into a more efficient ways of collecting fees. We are going to ask Council to allow us authority to enter into an agreement with a private billing company, we have stopped billing as of April 1, 2010. This increase will only affect only 15% of our billings; we are currently behind on collections.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council by a vote of 4-1 (Councilman Mercer voted against) approved 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.

AUTHORIZE – CITY MANAGER TO ENTER INTO AN EMS BILLING AND COLLECTION SERVICE AGREEMENT WITH EMS MANAGEMENT & CONSULTANTS, INC & EMSCHARTS INC.

Mr. Rauschenbach reviewed a memo to Council that stated the EMS division of the Washington 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 liaison 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, *emsCharts*, 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 run out 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.

Chief Rose stated with this program we are not required to purchase software, this is an on-line software, this will save \$4,000 by not having to purchase laptops to place in the EMS units. This is in conjunction with the reduction in the position of EMS collections/billing because they had to draw on Stephanie in EMS collections/billing to help with some of the administrative work. In order for her to assist with the administrative work, they needed to outsource her position.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council authorized the continued negotiations and to finalize the contracts with EMS billing and collection service agreement with EMS Management & Consultants, Inc. and an EMS run software service agreement with *emsCharts, Inc.*

(copy attached)

AUTHORIZE – CITY MANAGER TO EXECUTE THE AGREEMENT TO PARTICIPATE IN THE MUNICIPAL ENVIRONMENTAL ASSESSMENT COALITION

Mr. Smith noted 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. Mr. Smith noted the cost would be less than \$4000.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to execute the Agreement to participate in the Municipal Environmental Assessment Coalition.

(copy attached)

APPROVE – ELECTRIC ADVISORY COMMITTEE ROLES AND RESPONSIBILITIES

Mayor Jennings stated the Electric Advisory Committee has done a great job so far. As we embark on our new strategy to shave peak time and conserve energy, we need a place for all of this to reside. Mayor Jennings proposed that this broad based initiative be owned by the Electric Advisory Committee.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council expanded 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.

DISCUSSION – COUNCIL PERSONNEL BUDGET COMMITTEE

Mayor Jennings stated a lot of the issues he was concerned with have already been dealt with. He has requested a small group to go through the personnel policy with an eye for items that could affect the budget.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council appointed Councilman Pitt and Councilman Mercer to serve on this committee representing City Council.

REPORT REGARDING THE RELATIONSHIP BETWEEN THE LEAGUE AND THE CITY

Councilman Davis noted at the last meeting of the Recreation Committee problems with league operations was noted. These issues involved the safety of our youth. After discussion with that group, its Chairman and the Recreation Department, it is felt the Council needs to address league relationships. The league must understand that they are using our facilities and thus must meet standards we set forth.

Councilman Davis made a motion that all leagues using the City of Washington facilities must follow the basic guidelines set out below:

1. All leagues must have elected a Board of Directors, whose President is a non-voting member, subsequently submitting the board roster to the City before registration on a yearly basis.
2. All leagues must perform background investigations of all league personnel. The results to be provide to the City before the start of the season. Any personnel charged with a crime during the season must be barred immediately from any activity with the league until the matter has been resolved. The personnel must the reapply to coach.
3. Each league must provide the City with a financial report yearly within 60 days of completion of their playing season, accounting for all funds received as well as expenses.
4. All leagues must pay required fees to the city and work with the City to reduce operational cost.
5. All other league matters fall under the direction of the league's Board of Directors.

Mayor Jennings said that most of these items are already in our league agreements. At a "league summit" last week several of these items were discussed including background checks be uniform in nature. Franz Holscher, City Attorney suggested merging the two documents.

By motion of Councilman Davis, seconded by Mayor Pro tem Roberson, Council revised the motion to incorporate the following items with the current youth sports agreement requesting the use of the City of Washington facilities must follow the basic guidelines set out below:

1. All leagues must have elected a Board of Directors, whose President is a non-voting member, subsequently submitting the roster to the City before registration on a yearly basis.
2. All leagues must perform background investigations of all league personnel. The results to be provide to the City before the start of the season. Any personnel charged with a crime during the season must be barred immediately from any activity with the league until the matter has been resolved. The personnel must the reapply to coach.
3. Each league must provide the City with a financial report yearly within 60 days of completion of their playing season, accounting for all funds received as well as expenses.
4. All leagues must pay required fees to the city and work with the City to reduce operational cost.

Mayor Pro tem Roberson voiced concern over item number three regarding financial reporting. Mr. Holscher will discuss financial reports with the league.

CLOSED SESSION – NONE

ADJOURN

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council adjourned the meeting at 10:45pm until April 19, 2010 at 5:30pm at the Civic Center.

(Subject to the Approval of the City Council)

**Cynthia S. Bennett
City Clerk**

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

APRIL 19, 2010

The Washington City Council met in a continued session on Monday, April 19, 2010 at 5:30 p.m. at the Civic Center. 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, Fire Chief; Allen Lewis, Public Works Director; John Rodman, Planning Director; Keith Hardt, Electric Director; Mike Voss, of the Washington Daily News; and Delma Blinson of the Beaufort Observer; members of New Bern and Belhaven City Council; and Ken Raber and Graham Edwards of NCEMPA/ElectriCities.

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

Mayor Jennings noted the primary purpose of this meeting will be a presentation by Ken Raber and Graham Edwards of ElectriCities Services/NCEMPA. (begin presentation)

- More than 2,000 communities across the country provide electric service
- Municipal electric utilities are community owned and governed democratically
- Public power provides for the electric needs of 40 million Americans – almost 15% of electricity consumers
- 72 public power cities and towns in NC
- Many cities and towns in electric business more than 100 years
- NC Public Power services 550,000 residential, commercial and industrial customers
- In 1965, North Carolina began dividing up the state electric utility territory
- Public power municipalities were not asked to participate
- Public power municipalities needed a unified voice
- Public power municipalities formed a non-profit organization in 1965 to protect the interest of public power and their communities
- National Energy Crisis – 1970's
- NC Legislature, State Treasurer, North Carolina Utilities Commission and voters of NC all approved the plan to create the Power Agencies
- Municipal Power Agencies created in 1976
- NCMPA1 — 19 members, bought ownership in Duke power plants
- NCEMPA — 32 members, bought ownership in CP&L (now Progress Energy) power plants

- Recent Rate Adjustments
 - March 2005 1.5% Increase
 - May 2005 5.0% Increase
 - January 2006 10.0% Increase
 - January 2007 1.5% Decrease
 - August 2008 14% increase
 - February 2009 4.0% increase

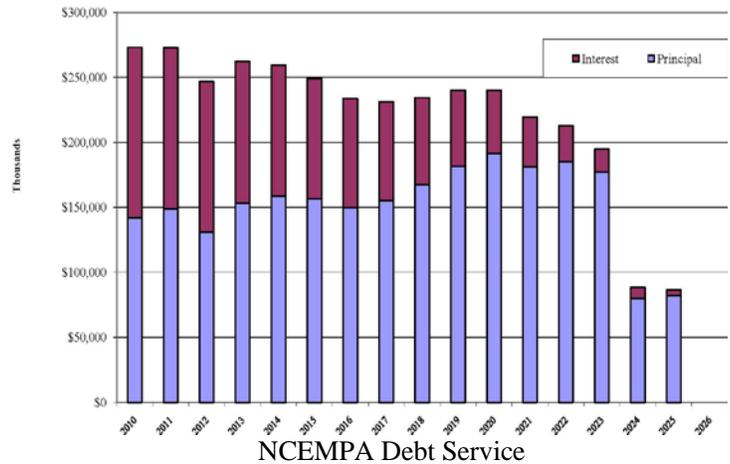
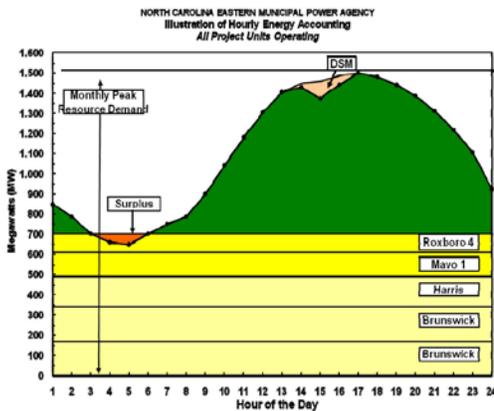
Municipal Systems

	Belhaven	New Bern	Washington
Established	1920	1902	1905
Employees	2	65	40
Customers	1,185	20,626	13,333
2009 Population	1,945	28,586	9,583
% NCEMPA Share	0.4090	6.3676	5.8920

Business Operations

	Belhaven	New Bern	Washington
Current Debt as of 01/02/2010	\$9,985,101	\$155,455,084	\$143,844,047
Total Operating Revenue (FY '08 Electric)	\$2,721,000	\$52,948,000	\$32,787,000
Total Power Costs	\$1,918,000	\$40,641,000	\$24,918,000

NCEMPA Hourly Load



- LM switches provide direct credits to retail customers for participation
- Demand Side Management (DSM) and Load Side Generation (LSG) programs reduce demand costs
- Coincident Peak (CP) demand charges are \$12.56/kW per month
- Options to pursue
- Peak Shaving Generators for C & I customers
- Demand control or load shifting for C & I customers
- Load Management Switches for Residential Customers
- LM switches for AC & WH save ~ \$10 per month wholesale

ADJOURN

By motion of Mayor Pro tem Roberson seconded by Councilman Pitt, Council adjourned the meeting until April 26, 2010 at 5:30pm at the Civic Center.

(Subject to the Approval of the City Council)

Cynthia S. Bennett
City Clerk

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

APRIL 26, 2010

The Washington City Council met in a continued session on Monday, April 26, 2010 at 5:30 p.m. at the Civic Center. 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, Fire Chief; Allen Lewis, Public Works Director; Mick Reed, Police Chief; Gloria Moore, Library Director; Philip Mobley, Parks and Recreation Director; Susan Hodges, Human Resources Director; John Rodman, Planning Director; Keith Hardt, Electric Director; Mike Voss, of the Washington Daily News; and Delma Blinson of the Beaufort Observer; Ken Raber, SVP of NCEMPA/ElectriCities; and members of the Utilities Advisory Board.

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

Mayor Jennings noted the primary purpose of this meeting will be a presentation by Ken Raber, SVP of ElectriCities Services/NCEMPA as well as presentations by Keith Hardt, Electric Director and members of the Utilities Advisory Board. (begin presentation)

- More than 2,000 communities across the country provide electric service
- Municipal electric utilities are community owned and governed democratically
- Public power provides for the electric needs of 40 million Americans – almost 15% of electricity consumers
- 72 public power cities and towns in NC
- Many cities and towns in electric business more than 100 years
- NC Public Power services 550,000 residential, commercial and industrial customers
- In 1965, North Carolina began dividing up the state electric utility territory
- Public power municipalities were not asked to participate
- Public power municipalities needed a unified voice
- Public power municipalities formed a non-profit organization in 1965 to protect the interest of public power and their communities
- National Energy Crisis – 1970's
- NC Legislature, State Treasurer, North Carolina Utilities Commission and voters of NC all approved the plan to create the Power Agencies
- Municipal Power Agencies created in 1976
- NCMPA1 — 19 members, bought ownership in Duke power plants
- NCEMPA — 32 members, bought ownership in CP&L (now Progress Energy) power plants
- Recent Rate Adjustments
 - March 2005 1.5% Increase
 - May 2005 5.0% Increase
 - January 2006 10.0% Increase
 - January 2007 1.5% Decrease
 - August 2008 14% increase
 - February 2009 4.0% increase
- LM switches provide direct credits to retail customers for participation
- Demand Side Management (DSM) and Load Side Generation (LSG) programs reduce demand costs
- Coincident Peak (CP) demand charges are \$12.56/kW per month
- Peak Shaving Generators for C& I customers

- Demand control or load shifting for C & I customers
- Load Management Switches for Residential Customers
- LM switches for AC & WH save ~ \$10 per month wholesale

Washington System



	Washington
Established	1905
Employees	40
2009 Customers	13,399
2009 Population	9,583
% NCEMPA Share	5.8920

Business Operations

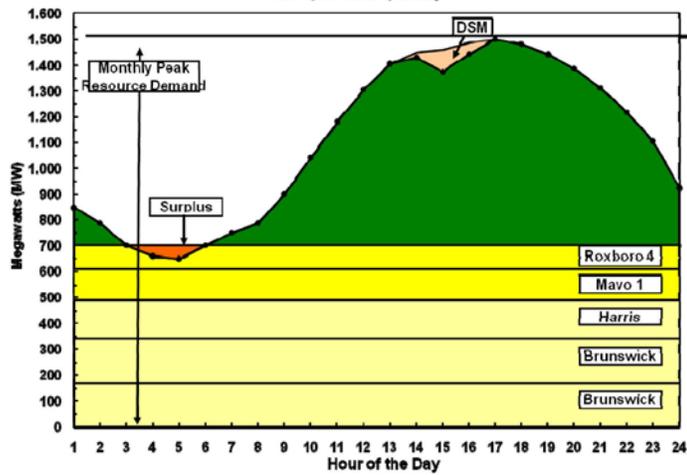


Electric System Operating Data (2009)				
	Circuit Line Miles	% of Customers Outside City	Operating Cost per Mile	Customers per Mile
Washington	400	60%	\$90,516	33
City A	215	2%	\$139,512	56
City B	561	35%	\$105,620	38
City C	178	7%	\$149,531	34

NCEMPA Hourly Load



NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY
Illustration of Hourly Energy Accounting
All Project Units Operating



Business Operations



	Washington
Current Debt as of 1 January 2010	\$143,844,047
Total Operating Revenue (2009 Electric Sales)	\$36,206,480
Total Power Costs (2009 Electric Purchases)	\$28,551,601

Business Operations



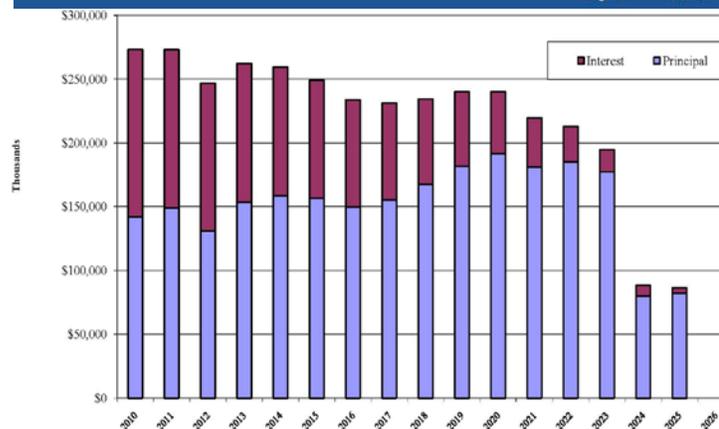
Customers by Rate Class (2009)				
	Residential	Commercial	Industrial	Total
Washington	10,968	2,427	4	13,399
% of total	82%	18%	<1%	
% outside City limit	62%	50%	25%	60%
City A	9,863	2,112	7	11,982
% of total	82%	18%	<1%	
% outside City limit	2%	1%	0%	2%
City B	17,662	3,489	7	21,158
% of total	84%	16%	<1%	
% outside City limit	35%	35%	0%	35%
City C	5,176	903	20	6,099
% of total	85%	15%	<1%	
% outside City limit	8%	0%	0%	7%

Business Operations



Gross Revenue by Rate Class (2009)				
	Residential	Commercial	Industrial	Total
Washington	\$18,964,933	\$14,959,210	\$2,021,936	\$36,206,480*
% of total	52%*	41%*	5%*	
Average €/kWh	14.3	12.6	10.6	13.2
City A	\$12,692,000	\$15,653,000	\$1,650,000	\$29,995,000
% of total	42%	52%	6%	
Average €/kWh	13.4	10.6	7.0	11.3
City B	\$31,140,000	\$25,777,000	\$2,336,000	\$59,253,000
% of total	53%	44%	3%	
Average €/kWh	13.7	13.4	10.6	13.4
City C	\$8,576,933	\$8,709,796	\$9,329,844	\$26,616,573
% of total	32%	33%	35%	
Average €/kWh	14.5	13.0	9.0	11.6

NCEMPA Debt Service



RESIDENTIAL ENERGY COST

Electric Furnace (1,400 square foot dwelling; 68° F setting in winter)

Monthly Cost = \$471.93

- Each Heating Degree Setting above 68° Increases Energy Consumption by 3% to 5%, compounded.
- A Heat Setting of 72° would increase heating costs by 12.6% to 21.6%
- A Heat Setting of 75° would increase heating costs by 23.0% to 40.7%

Electric Heat Pump (1,400 square foot dwelling; 68° F setting in winter)

Monthly Cost = \$218.23

- Each Heating Degree Setting above 68° Increases Energy Consumption by 3% to 5%, compounded.
- A Heat Setting of 72° F would increase heating costs by 12.6% to 21.6%
- A Heat Setting of 75° F would increase heating costs by 23.0% to 40.7%

Portable Heater

21¢ per Hour to Operate

6 hours per day / 30 days per month : Monthly Cost = \$37.80, each

24 hours per day / 30 days per month : Monthly Cost = \$151.20, each

Electric Blanket

8 hours per day / 30 days per month : Monthly Cost = \$13.33, each

12,000 Btu Window Air Conditioner

6 hours per day / 30 days per month : Monthly Cost = \$55.04, each

24 hours per day / 30 days per month : Monthly Cost = \$220.17, each

Electric Heat Pump (1,400 square foot dwelling; 80° F setting in summer)

- Monthly Cost = \$155.17
- Each A/C Cooling Degree Setting below 80° Increases Energy Consumption by 3% to 5%, compounded.
- An A/C Setting of 76° F would increase cooling costs by 12.6% to 21.6%
- An A/C Setting of 74° F would increase cooling costs by 19.4% to 34.0%

Electric Water Heater (40 gallon; family of four)

<120° F : Monthly Cost = \$44.21

<130 °F : Monthly Cost = \$52.41

>130°F : Monthly Cost = \$64.69

Participating on our Load Management Program will save you an additional 5% on your monthly water heating costs.

Incandescent Light Bulb – 75 watt

3 hours per day / 30 days per month : Monthly Cost = \$0.89, each

24 hours per day / 30 days per month : Monthly Cost = \$7.23, each

**Compact Fluorescent Light Bulb – 20 watt
(75 watt equivalent)**

3 hours per day / 30 days per month : Monthly Cost = \$0.23, each

24 hours per day / 30 days per month : Monthly Cost = \$1.92, each

**LOAD MANAGEMENT
Peak Shaving Generators**

- Units are installed at various industrial and commercial customers locations on the electric system
- Most of the units are owned and operated by the City
- Units are powered by diesel fuel
- Generators are controlled remotely by our Communicators located in our Operation Center
- The City's generation program saved \$650,000 in wholesale purchase costs in 2009

System Voltage Reduction

- Voltage is regulated on the electric system so that voltage limits set by the North Carolina Utilities Commission are met
- This voltage has some flexibility to be adjusted for system conditions
- During peak loading periods the voltage on the electric system is reduced by 5%
- When the system voltage is reduced the customer's demand for electricity is reduced
- This reduction in voltage activity saved \$200,000 in wholesale power purchase cost in 2009

Water Heater and Heat Pump Rebates

- When current customers replace their water heater with a new electric water heater they are eligible for a \$150 rebate on the installation.
- When current customers replace HVAC systems with a new Heat Pump they are eligible for up to a \$525 rebate on the installation.
- The customer agrees to have load control devices installed on the new equipment for a period of at least three years.

Residential Electric Appliance Control

- The program consists of a radio-controlled device installed on the customers electric appliance (water heater, central air conditioner, heat pump, or other electrical appliances).
- The appliances are controlled remotely from our Operations Center to reduce electrical consumption during the peak usage periods.
- Participating customers with water heater and A/C control can receive from \$44 to \$135 per year in credits.
- Customers participating saved \$213,000 in 2009.
- Some customers of the electric system elect to participate in the residential load management program.

When the meeting started those in attendance had many questions and it is the hope of Council and staff that this Town Hall meeting answered many of them.

ADJOURN

By motion of Mayor Pro tem Roberson seconded by Councilman Pitt, Council adjourned the meeting until May 3, 2010 at 4:30pm in the City Council Chambers at the Municipal Building.

(Subject to the Approval of the City Council)

**Cynthia S. Bennett
City Clerk**



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Robbie Rose, Fire Chief
Date: April 29, 2010
Subject: Declare Surplus of Vehicle
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council declare the surplus of Fire Department Vehicle # 431

BACKGROUND AND FINDINGS: Declare surplus of the following vehicle as equipment has been relocated to allow reduction in department fleet.

<u>Vehicle Number</u>	<u>Make/Model Description</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
# 431	Ford E350	1FDKE30M6RHE63857	66007

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: *JPR* Concur _____ Recommend Denial _____ No Recommendation *5/5/10* Date



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: G.M. Reed, Chief of Police
Date: May 10, 2010
Subject: Declare Surplus/Authorize Sale of Vehicle
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council declare surplus and authorize the sale of the following vehicle to Beaufort County Community College at a price of \$1.00 to be utilized in their Basic Law Enforcement Training Program.

BACKGROUND AND FINDINGS:

The purpose of this Council Action is to declare surplus the following city vehicle and authorize the sale of this vehicle to the Beaufort County Community College to be utilized in their Basic Law Enforcement Training Program.

<u>Vehicle Number</u>	<u>Make/Model Description</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
#161	2001 Ford Crown Vic	2FABP71W01X176606	112,233

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: *Jeff* Concur _____ Recommend Denial _____ No Recommendation
5/5/10 Date



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Mike Whaley, Purchasing Agent
Date: May 10, 2010
Subject: Declare Surplus/Authorize Electronic Auction of Vehicles through GovDeals
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

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

BACKGROUND AND FINDINGS:

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

<u>Vehicle Number</u>	<u>Make/Model Description</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
#135	2000 Ford Crown Vic	2FAFP71W5YX101622	107,906
#144	2002 Chevrolet Impala	2G1WF55K629308940	74,247
#136	2003 Ford Crown Vic	2FAHP71W23X144221	70,343
#145	2000 Jeep Cherokee	1J4FT48S8YL178614	80,140
#552	2002 Ford Ranger	1FTYR10U42PA94623	108,201

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: *gjs* Concur May 10, 2010 Recommend Denial _____ No Recommendation
5/6/10 Date Page 45 of 171



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: April 29, 2010
Subject: Public hearing: Consider a zoning change consisting of 7.78 acres of property located at the intersection of Hwy 17 N & New Hope Road

Applicant Presentation: Jason Briley, Northgate Homes
Staff Presentation: Dot Moate, Planning Board Chairman
 John Rodman, Planning and Development

RECOMMENDATION:

I move that the City Council accept the recommendation of the Planning Board and approve the rezoning of the property located at the intersection of Hwy 17 N and New Hope Road (SR 1439) containing 7.78 acres, from RA-20 (Residential Agricultural) to B-2 (General Business) based on the enclosed statement of findings by the Planning Board.

BACKGROUND AND FINDINGS:

A request has been made by Mr. Jason Briley, representing Northgate Homes, to rezone approximately 7.78 acres of property located at the intersection of Hwy 17 N and New Hope Road (SR 1439). The property is currently zoned RA-20 (Residential Agricultural) and the request is to rezone the property to B-2 (general Business). The Planning Board voted 7-0 to recommend to City Council to approve the rezoning of the 7.78 acres.

PREVIOUS LEGISLATIVE ACTION

Planning Board meeting – April 27, 2010 – Board recommended approval

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

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

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

5/5/10 Date I recommend Council inquire about the connection of this site by sidewalk to Northgate. JCR

May 10, 2010
 Page 46 of 171

CITY OF WASHINGTON
DEPARTMENT OF PLANNING AND DEVELOPMENT
REZONING REQUEST APPLICATION

Date 3-10-10

Fee \$ 625.00

OWNERSHIP INFORMATION

Applicant: Northgate Homes LLC

Address: 25601 West 5th St Washington NC 27889

Phone No: 252.341.0123

Applicant's Legal Interest in the Property: _____

Owner: Northgate Homes LLC

Address: "

Phone No. "

Date Property Acquired: 1-25-08 Deed Reference: 1679-808 Lot 4
1626-392 Lot 3

PROPERTY INFORMATION

Tax Map: 5677-48-0457 Parcel Number: 15025221 Lot 3
5677-48-0185 15025222 Lot 4

Area (square feet or acres): 7.78 Acres

Current Land Use: RA20

Location of Property: South Corner of New Hope Rd + Hwy 17 North

ZONING REQUEST

Existing Zoning: RA20 Requested Zoning: B-2

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.

With the growing up Northgate Sub. would like
to have services for the subdivision.

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: 5875-06-3291)
- 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.	Donald Manning	15015095	3502 US Hwy 17 North Washington NC
2.	" "		" 27388
3.	Haywood Moore	02032413	" "
4.	Ru L S Blount	02002073	322 New Hope Rd "
5.	Mary Moore Blount Hts.	02024722	62 New Hope Rd "
6.	East Carolina Farms LLC	15006057	3625 US Hwy 17 North "
7.	"	02006541	1905 Charleston Dr Greenville NC 278
8.	NC DOT	15022851	" "
9.		15015908	105 Eastbrook Dr Greenville. NC 278
10.			
11.			
12.			
13.			
14.			
15.			

(Use additional sheet if necessary)

LEGAL DESCRIPTION (Metes and Bounds Description):

To Wit: See map.

Location: _____

OWNER/AGENT STATEMENT

I, Jason D. Bilal, being the Owner or Agent acting on behalf of the owner request that the attached rezoning request of _____ be placed on the agenda of the Planning Board meeting scheduled for / / .

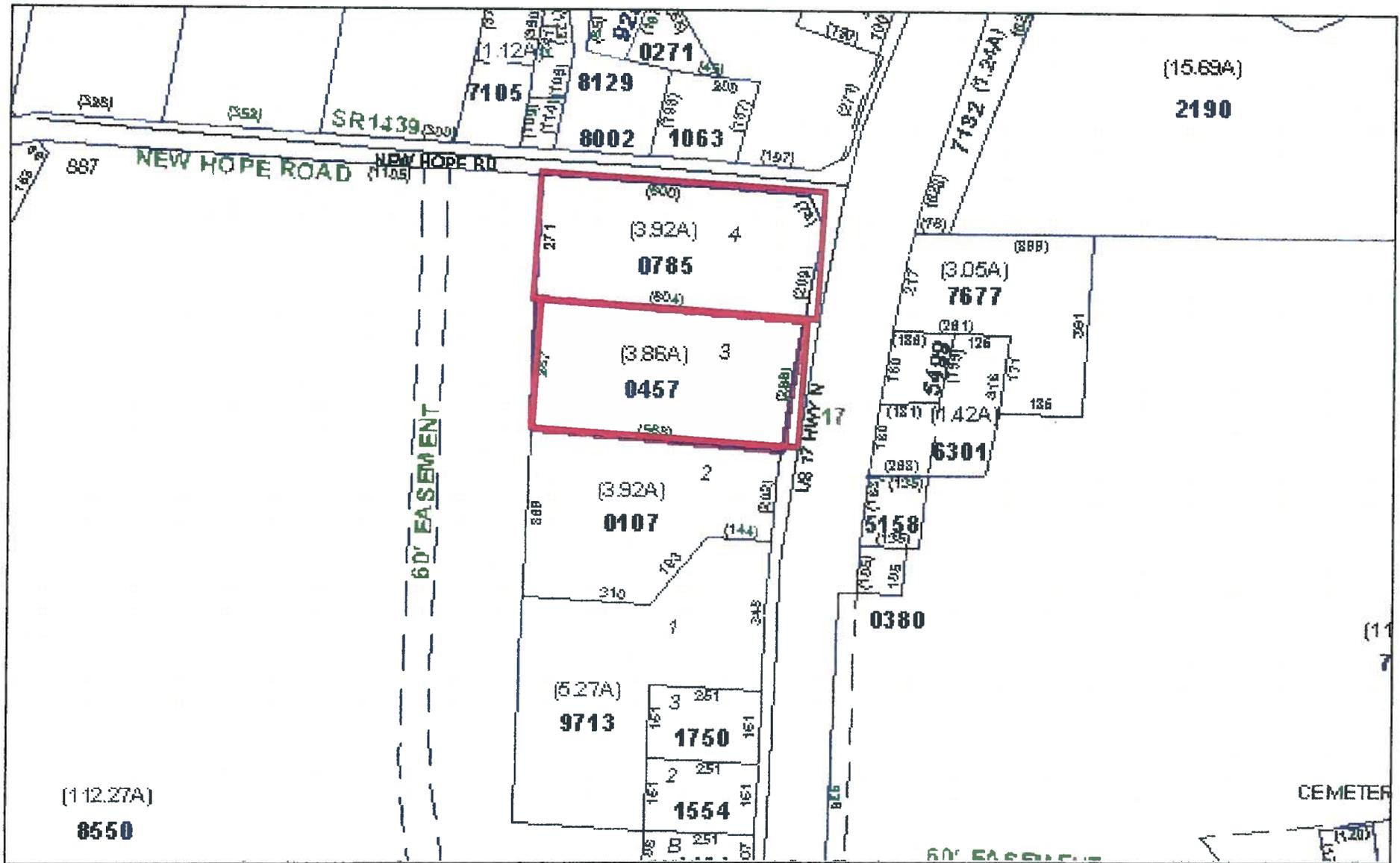
I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief. I authorize the City of Washington to place a sign on the property in question for the purpose of alerting the general public of my request, no less than seven (7)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

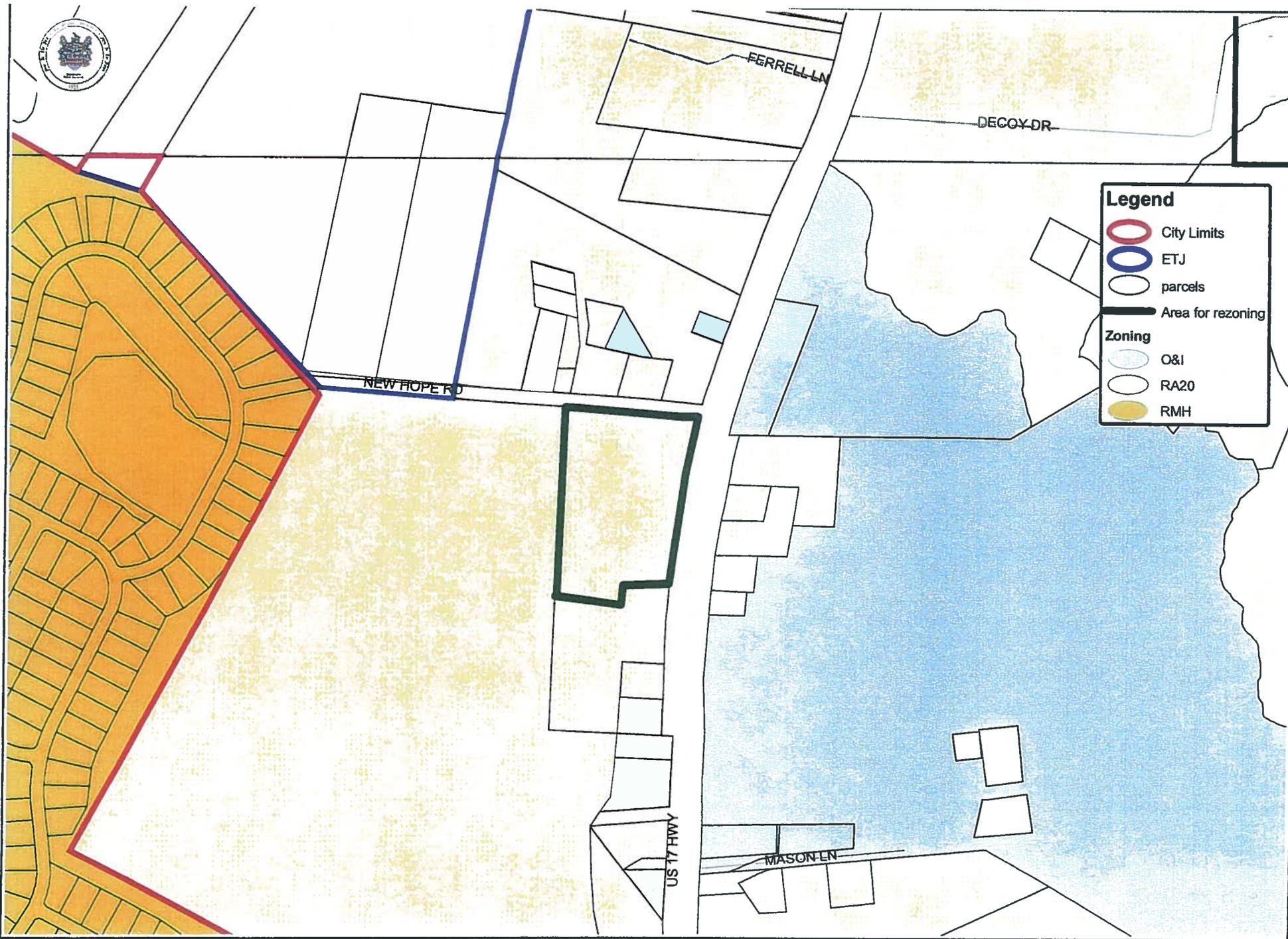
Jason D Bilal
Signature _____

3-10-10
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.



Northgate Homes Area for Rezoning

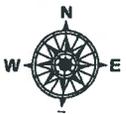


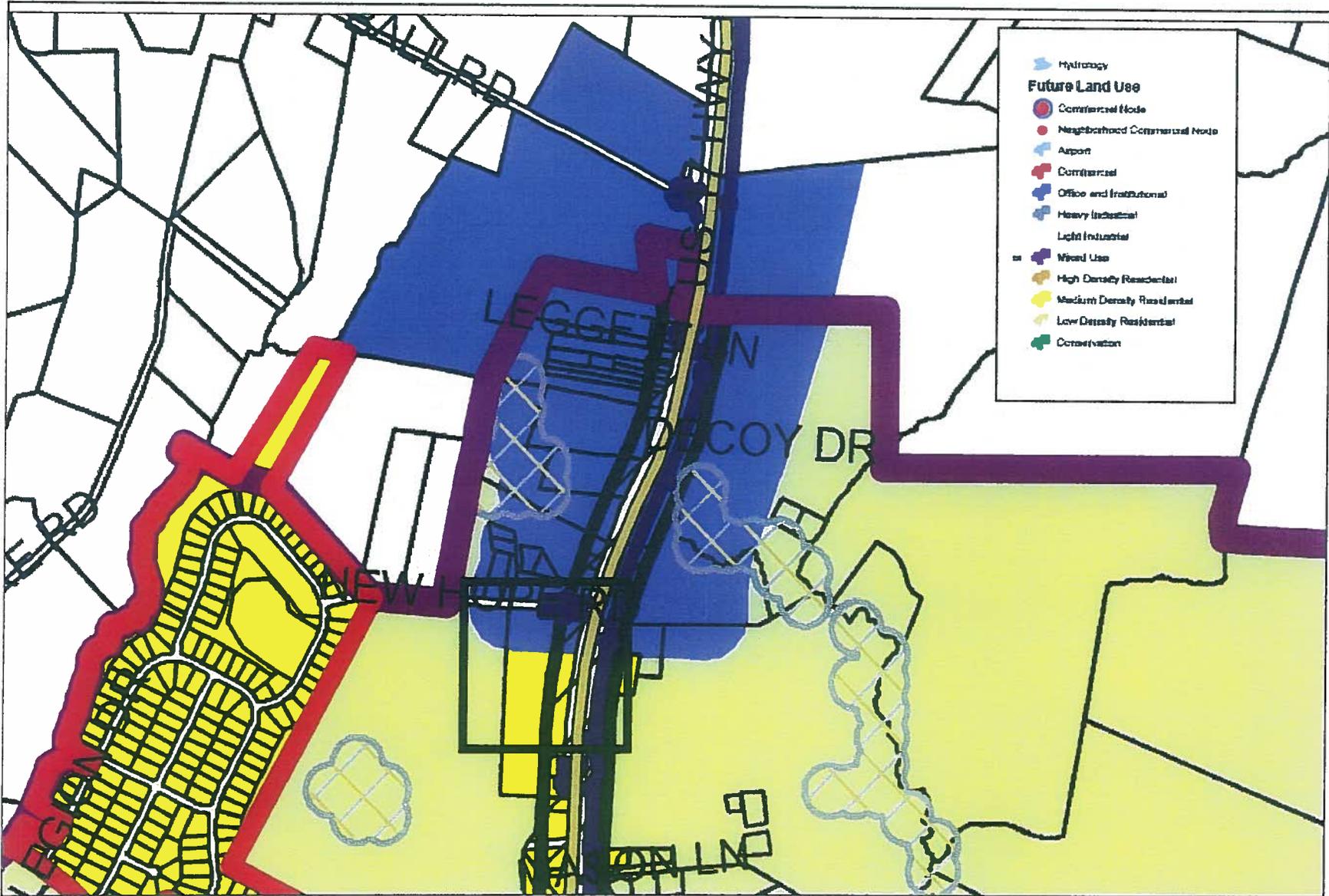
Legend

- City Limits
- ETJ
- parcels
- Area for rezoning

Zoning

- O&I
- RA20
- RMH





 Area for rezoning

Future Land Use Map
Northgate Homes LLC

B2 GENERAL BUSINESS DISTRICT

B2		
Permitted Uses	Developmental Standards	Special Use Permits
ABC Stores	Athletic Fields	Auto Repair Services, Major
Accessory Uses and Structures	Elementary or Secondary Schools	Bars
Account, Audit or Bookkeeping	Government Offices	Billiard Parlors
Ad Agencies or Representatives	Kennels or Pet Grooming Facilities	Boat Storage, Dry Stack
Admin or Management Services	Libraries	Care Taker Dwellings
Ambulance Services	Manufactured Home Sales	Clubs or Lodges
Antique Stores	Public Parks	Equip. Rental & Lease (outside)
Apparel, Piecegoods & Notions	Public Recreation Facilities	Equipment Repairs, Heavy
Appliance Stores	Satellite Dishes/T.V. & Radio Ant.	Flea Markets, Outdoor
Arts and Crafts	Swimming Pools	Fortune Tellers, Astrologers
Auditor, Coliseums, or Stadiums	Temporary Events	Marinas
Auto Park Lots, Grade Level		Recycling Collection Points
Auto Parking (commercial)		Refrigerator or Large Appli. Repairs
Auto Parking, Commercial		Stitching & Embroidery Shops
Auto Rental or Leasing		Telecommunication Towers
Auto Repair Services, Minor		Warehouses (self storage)
Auto Services (spray on bodies)		
Auto Supply Sales		
Auto Towing & Storage		
Bakeries		
Banks, Savings or Credit Unions		
Barber Shops		
Batting Cages		
Beauty Shops		
Bingo Games		
Bldg Supply Sales(no stor yard)		
Boat Repairs		
Boat Sales		
Books, Period, & Newspapers		
Bookstores		
Bowling Centers		
Building Maintenance Services		
Bus Terminals		
Cake Decorating Supply Stores		
Camera Stores		
Candle Shops		
Candy Stores		
Car Washes		
Churches		
Civic, Trade, or Business Org.		
Clothing Alterations or Repair		
Clothing, Shoe and Acc. Stores		
Coin Operated Amusements		
Coin, Stamp or Collectable Shop		
College or University		
Comm or Broadcasting Facilities		
Computer Maintenance & Repair		
Computer Sales		
Computer Services		

B2 GENERAL BUSINESS DISTRICT

	B2	
Permitted Uses	Permitted Uses	Permitted Uses
Contactors, General Building	Insurance Agencies (on site)	Skating Rinks
Contractors (no outside storage)	Internal Service Facilities	Sport & Rec. Goods & Supplies
Convenience Stores (gas pumps)	Jewelry Stores	Sporting Goods Store
Convenience Stores (no gas)	Jewelry, Watches, & Stones	Sports & Rec Clubs, Indoor
Cosmetic Shops	Landscape & Horti. Services	Sports Instructional Schools
Country Clubs, Golf Courses	Laundromats, Coin Operated	Stationery Store
Courier Service Substations	Laundry or Dry Cleaning Plants	Stock, Sec, or Comm Brokers
Dairy Products Stores	Laundry or Dry Cleaning Subst	Tanning Salons
Dance Schools	Law Offices	Taxi Terminals
Day Care Centers, Adult (5 or <)	Luggage or Leather Goods	Taxidermists
Day Care Centers, Adult (6 or >)	Market Showrooms (furniture)	Television or Radio Studios
Day Care Centers, Child (5 or <)	Martial Arts Instruction Schools	Theaters, Indoor
Day Care Centers, Child (6 or >)	Medical or Dental Labs	Tire Sales
Depmnt, Variety, or Gen. Merc.	Medical, Dental, or Related Off	Tobacco Store
Drugs and Sundries	Miscellaneous Retail Sales	Toys & Hobby Goods & Supp.
Drugstores	Motion Picture Productions	Travel Agencies
Durable Goods, Sundries	Motor Vehi. Sales, New & Used	Truck & Semi Rental, Heavy
Econ, Soci, Educ. Research	Motorcycle Sales	Truck & Trailer Rental, Light
Electrical Goods	Museums or Art Galleries	Truck Driving School
Employment Agencies	Musical Instrument Sales	Truck Stops
Engineer, Architect, or Survey	Newsstands	TV, Radio, or Electronic Repairs
Equipment Repairs, Light	Noncommercial Research Org.	TV, Radio, or Electronic Sales
Fabric or Piece Goods Stores	Office Machine Sales	Utility Company Offices
Farm Implement Sales	Office Uses Not Classified	Utility Lines and Appurtenances
Farmers Market	Optical Goods Sales	Utility Service Faci. (no outside)
Finance or Loan Offices	Paint and Wallpaper Sales	Utility Substations
Fire Stations	Paper & Paper Products	Veterinary Services
Fish Market	Pawnshops or Used Mer Stores	Video Tape Rental & Sales
Flea Markets, Indoors	Pest or Termite Control Services	Voca, Busi, or Secre. Schools
Floor Cov, Drap, or Upholstery	Pet Stores	Wallpaper & Pain Brushes
Florists	Photo Finishing Laboratories	Warehouses, (gen. stor outside)
Flowers, Nurs.& Florist Supplies	Photocopying & Dupl Services	Watch or Jewelry Repair Shops
Food Stores	Photography Studios	
Funeral Homes or Crematoriums	Physical Fitness Centers	
Furniture & Home Furnishings	Police Stations	
Furniture Sales	Post Offices	
Garden Centers or Retail Nurs.	Printing and Publishing	
Gardens	Pro. & Comm. Equip & Supplies	
Gift or Card Shops	Pump Stations	
Go-cart Raceways	Real Estate Offices	
Golf Courses	Record, Tape, and CD Stores	
Golf Courses, Miniature	Recreational Vehicle Sales	
Golf Driving Ranges	Rehab. Or Counseling Services	
Groceries & Related Products	Restaurants, Conventional	
Hardware	Restaurants, Fast Food	
Hardware Stores	Retreat Centers	
Hobby Shops	School Admin. Facilities	
Home Furnishings, Misc.	Security Services	
Hotels or Motels	Service Stations, Gasoline	
Ice	Shelter, Emergency	
Insurance Agencies (no on site)	Shoe Repair & Shoeshine Shops	

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 RA-20 (Residential Agricultural) to B-2 (General Business) which property is specifically identified as Beaufort County Parcel Identification Numbers 5677-48-0457 and 5677-48-0785; and

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 April 27, 2010; and

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

1. The subject parcels and rezoning request are subject to the Comprehensive Land Use Plan and other officially adopted plans by the City of Washington.
2. The rezoning request is not consistent with the City of Washington's Future Land Use Map because said map designates the subject parcels as an area suitable for an O & I (Office and Institutional) zoning classification.
3. The rezoning request is not unreasonable because of the inconsistency with said map because the land uses in close proximity to the proposed rezoning are compatible with the rezoning requests and the adjacent zoning district.
4. The rezoning request is consistent with the Comprehensive Plan which states that the demand for regional commercial nodes exist or will exist along the northern ETJ extent of the US Hwy 17 Bypass.
5. The rezoning request is in the public interest due to the change of land use activities in the area and because of the positive 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 **APPROVED**.

Dot Moate, Chair
City of Washington Planning Board

Date

Northgate Homes, LLC
Jason Briley



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: April 29, 2010
Subject: Public Hearing: Adopt ordinance to amend Chapter 40, Article IV, Section 40-93 (b) Table of Uses
Applicant Presentation: Chris Jarman, National Spinning Co.
Staff Presentation: Dot Moate, Planning Board Chairman
 John Rodman, Planning & Development

RECOMMENDATION:

I move that the City Council accept the recommendation of the Planning Board and deny the request for an Ordinance amendment to allow Outdoor Advertising Signs (Billboards) as a Special Use in the I-2 (Light Industrial) Zoning District.

BACKGROUND AND FINDINGS:

A request has been made by Chris Jarman, representing National Spinning Co., for a text amendment to Article IV Zoning Districts Section 40-93 (b) Table of Uses of the City of Washington Zoning Ordinance in order to allow Outdoor Advertising Signs (Billboards) as a Special Use in the I-2 (Light Industrial) Zoning District. The Planning Board voted 7-0 to recommend to City Council to deny the text amendment concerning the placement of outdoor advertising signs.

PREVIOUS LEGISLATIVE ACTION

Planning Board meeting – April 27, 2010 – Board recommended to deny the request.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance
Zoning Map

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JPR* Concur _____ Recommend Denial
 No Recommendation 5/5/10 Date
 May 10, 2010

<p>City of Washington Department of Planning and Development Request for an Amendment to the Zoning Ordinance</p>	
Date: <u>4-7-10</u>	Fee: <u>\$125.00</u>
TO THE CITY OF WASHINGTON PLANNING BOARD AND CITY COUNCIL:	
I, <u>Chris Jarman for NSC</u> ,	
(Name of Applicant)	
hereby request that Section <u>40-90 and 40-93</u> of the Zoning Ordinance be amended as follows:	
<p style="text-align: center;"><i>Please consider adding ODA signs as a permitted use in the I2 zoning classification. Please also consider changing the current height restriction for ODA signs to the height recognized by the state of North Carolina, which is 50'.</i></p>	
Reason for Request:	
<p style="text-align: center;"><i>My company (National Spinning Co., Inc.) is interested in placing ODA signs on our property as a result of the opening of the new Hwy 17 Bypass.</i></p>	
I certify that all the information presented by me in this application is accurate to the best of my knowledge, information, and belief.	
 _____ (Signature of Applicant)	
Return to: [Home] [Planning & Development] [Zoning Applications & Forms]	

ARTICLE IV. ZONING DISTRICTS

Section 40-71. Location and Boundaries of Districts.

The location and boundaries of the districts established by Section 40-75 through Section 40-93 of this article shall be as shown on the official zoning map.

Section 40-75. Zoning Districts Established.

In order that the purposes of these regulations may be accomplished, the following zoning districts are hereby established within the jurisdiction area as described in Section 40-4. The uses prescribed in each zoning district are intended to preserve and enhance the physical character of the area as well as to conserve and stabilize property values.

Section 40-89. I1 Heavy Industrial District.

The I1 district is primarily designed to accommodate those industrial, wholesale, warehouse, and other uses which by their nature may create an excessive amount of noise, odor, smoke, dust, airborne debris or other objectionable impacts which might be detrimental to the health, safety, or welfare of surrounding areas.

Section 40-90. I2 Light Industrial District.

The I2 district is primarily designed to accommodate those industrial, wholesale, warehouse, and other uses which by their nature do not create an excessive amount of noise, odor, smoke, dust, airborne debris, or other objectionable impacts which might be detrimental to the health, safety, or welfare of surrounding areas.

Section 40-93. Table of Uses.

- (a) Permitted uses, as specified on the table of uses, are indicated by the letter P.
- (b) Special uses, as specified on the table of uses, are indicated by the letter S. Special use standards are included in Article V of this chapter, pertaining to standards and criteria for special uses.
- (c) Permitted uses, subject to developmental standards (see section 40-149), as specified on the table of uses, are indicated by the letter D.
- (d) The following uses shall be allowed only within the respective zoning districts as specified herein.

ARTICLE V. STANDARDS AND CRITERIA FOR SPECIAL USES

Section 40-115. General Criteria.

The Board of Adjustment may grant permission for the establishment of the following uses, or category of uses, if the Board of Adjustment finds from the evidence produced after a study of the complete record that:

- (a) the proposed use does not adversely affect the general plans for the physical development of the City as embodied in these regulations or in any plan or portion thereof adopted by the Planning Board or by the City Council;
- (b) the proposed use will not be contrary to the purposes stated in these regulations;
- (c) the proposed use will not adversely affect the health and safety of residents and workers in the City;
- (d) the proposed use will not be detrimental to the use of or development of adjacent properties or other neighborhood uses;
- (e) the proposed use will not be affected adversely by existing uses;
- (f) the proposed use will be placed on a lot of sufficient size to satisfy the space requirements of such use;
- (g) the proposed use will not constitute a nuisance or fire hazard because of the number of persons who will attend or use such facility, of the vehicular movement, of noise or fumes or of the type of physical activity;
- (h) the proposed use will comply with all additional specific criteria set forth for each particular use as established in these regulations;
- (i) the proposed use will comply with the minimum area, setback, and other locational requirements of the zoning district in which it will be located;
- (j) the proposed use will comply with the off-street parking and loading requirements of these regulations. All parking and driveways shall be located in a safe and convenient manner;
- (k) the proposed use will not create or aggravate hazards to vehicular or pedestrian traffic on the roads and sidewalks, both off-site and on-site, serving the proposed use as determined by the size, capacity, and condition of such roads and sidewalks, lighting, drainage, intensity of use by both pedestrians and vehicles and the visibility afforded to pedestrians and the operators of motor vehicles on such roads; and

- (I) the proposed use will be compatible with existing uses that are adjacent to or neighboring the proposed location, as measured in terms of its physical size, intensity of use, visual impact, and proximity to other structures.

Section 40-116. Additional Restrictions.

The Board of Adjustment may impose or require additional conditions, restrictions, and standards as may be necessary to protect the health and safety of workers and residents of the community, and to protect the value and use of property in the general neighborhood.

Section 40-119. Index to Listed Uses.

(II) Outdoor Advertising Signs.

- (1) No more than one (1) outdoor advertising sign shall be permitted on any lot.
- (2) No outdoor advertising sign shall be larger than one hundred (100) square feet.
- (3) The outdoor advertising sign shall not be located on a lot with another primary use.
- (4) The outdoor advertising sign shall meet all setback requirements for the applicable zoning district.

ARTICLE XVI. SIGNS

Section 40-403. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Off-Premises Signs. A sign that draws attention to or communicates information about a business, service, commodity, accommodation, attraction, or other activity that is conducted, sold, or offered at a location other than the premises on which the sign is located. Such signs are not permitted except those specifically exempt in accordance with Section 40-406.

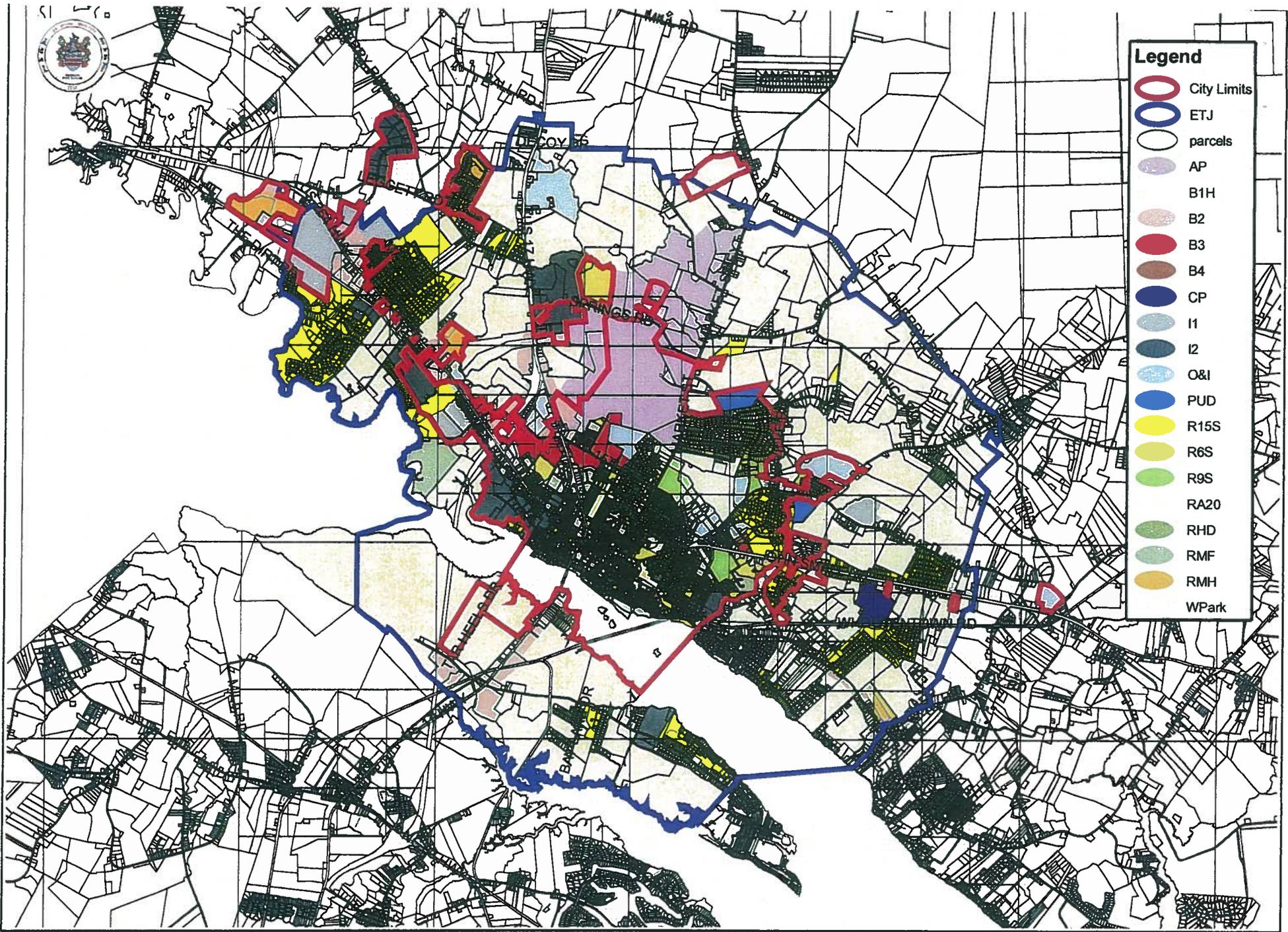
Outdoor Advertising Sign. A poster panel or painted bulletin off premise sign, commonly referred to as a billboard.

Section 40-417. Miscellaneous Restrictions and Prohibitions.

- (h) Off premises signs are not permitted except for those signs specifically exempt from regulation in accordance with Section 40-406.
- (k) Off-premise outdoor advertising signs, commonly known as billboards, are not permitted.

Table of Uses

USE TYPES P = Permitted Use S = Special Use D = Subject to Developmental Standards Blank = Not Permitted	REF SIC	R A 2 0	R 1 5 S	R 9 S	R 6 S	R M F	R M H	R H D	O & I	B 1 H	B 2	B 3	B 4	I 1	I 2	A P	C P
Sporting Goods and Toys	3940													P	P	S	P
Stitching & Embroidery Shops	2395										S			P	P	S	
Sugar & Confectionery Products	2060													P	P	S	P
Surface Active Agents	2843													P			
Textile Products (no dyeing and finishing)	2200													P	P	S	P
Textile Products (with dyeing and finishing)	2260													P			
Tires and Inner Tubes	3011													S			
Tobacco Products	2110													P			
Wood Containers	2440													P	P	S	P
Wood Products, Miscellaneous	2490													P			
OTHER USES																	
Automotive Parking Lots, at Grade Level	0000	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Arts and Crafts Shows																	P
Christmas Tree Sales																	P
Concerts, Stage Shows																	P
Conventions, Trade Shows																	P
Outdoor Advertising Signs	0000													S			P
Outdoor Religious Events																	P
Temporary Events	0000	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	



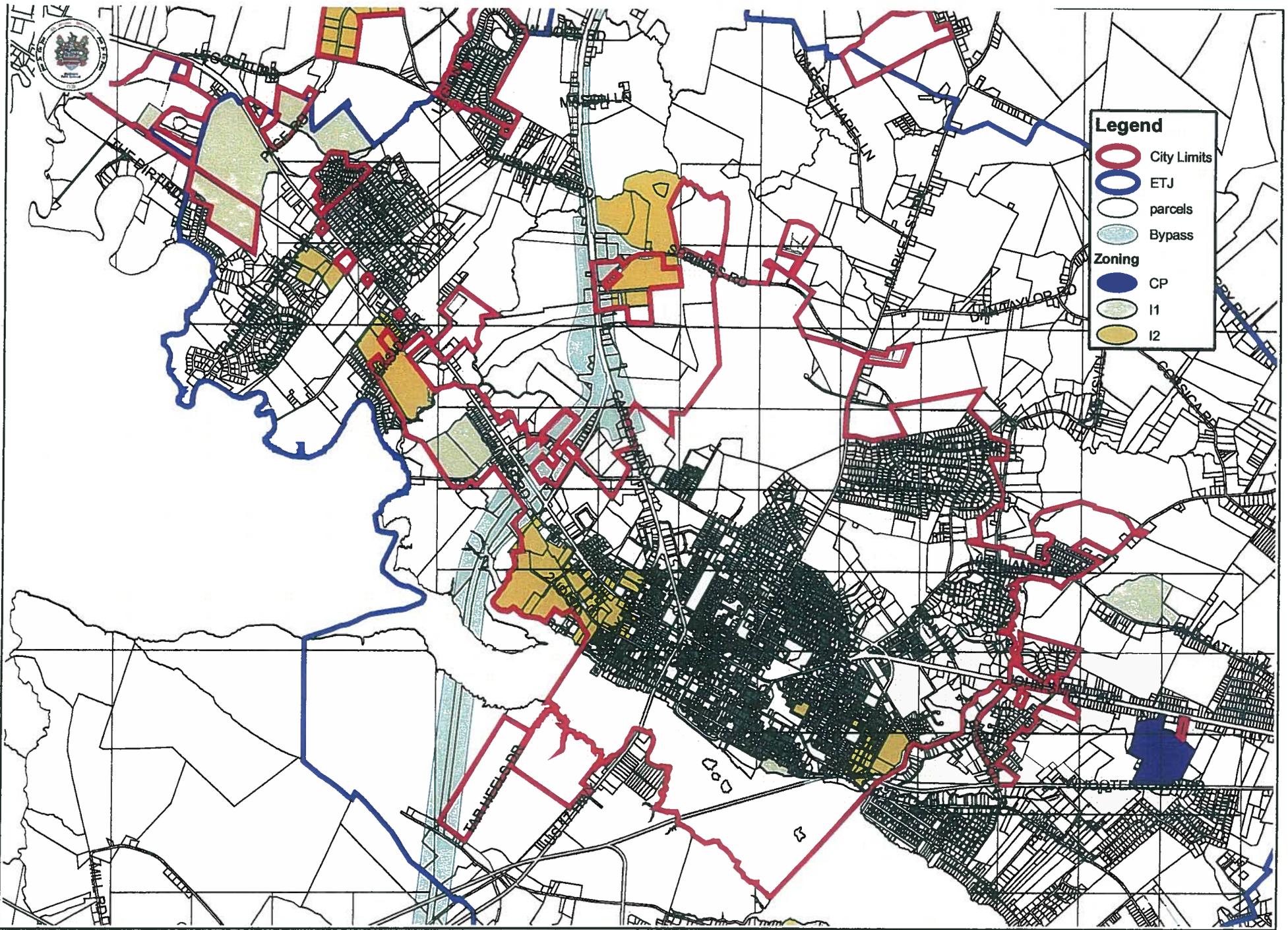
- Legend**
- City Limits
 - ETJ
 - parcels
 - AP
 - B1H
 - B2
 - B3
 - B4
 - CP
 - I1
 - I2
 - O&I
 - PUD
 - R15S
 - R6S
 - R9S
 - RA20
 - RHD
 - RMF
 - RMH
 - WPark



City of Washington

1 inch = 6,500 feet





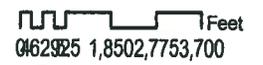
Legend

- City Limits
- ETJ
- parcels
- Bypass
- Zoning**
- CP
- I1
- I2



City of Washington

1 inch = 3,900 feet



0162925 1,8502,7753,700



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning and Development
Date: April 29, 2010
Subject: Resolution fixing date for public hearing for the consideration of an ordinance establishing a temporary moratorium on Electronic Gaming Operations.
Applicant Presentation: Dot Moate, Planning Board Chairman
Staff Presentation: John Rodman, Planning and Development

RECOMMENDATION:

Adopt the resolution fixing the date for a public hearing for the consideration of an ordinance establishing a temporary moratorium on Electronic Gaming Operations (Internet Sweepstakes Cafes).

BACKGROUND AND FINDINGS:

The Planning Board discussed, during their April meeting, the definition and the history of Electronic Gaming Operations or Internet Sweepstakes Cafes. The Planning Board discussed the possibility of a moratorium being established in order to allow staff an opportunity to review internet sweepstakes operations and their compatibility with city plans and other land uses. The Planning Board recommends to City Council to fix a date for a public hearing on the moratorium.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached resolution
Information on electronic gaming operations

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JR* Concur _____ Recommend Denial
 No Recommendation 5/5/10 Date
 May 10, 2010
 Page 69 of 171

**RESOLUTION ESTABLISHING A PUBLIC HEARING FOR THE
CONSIDERATION OF A TEMPORARY MORATORIUM ON
ELECTRONIC GAMING OPERATIONS WITHIN THE CITY OF
WASHINGTON'S ZONING JURISDICTION**

WHEREAS, North Carolina General Statute 160-381 authorizes cities to institute temporary moratoria on any city development approval required by law; and,

WHEREAS, North Carolina General Statute 160A-381 requires the City to conduct a public hearing in association with the institution of any temporary development moratoria prior to implementation; and,

WHEREAS, the City of Washington has seen several requests for the use of electronic gaming operations or internet sweepstakes cafes over the course of the past several months; and,

WHEREAS, the Washington Planning Board recommends to City Council to review both the compatibility of these land uses with the City's land use plans as well as the affects that the electronic gaming operations may have on the surrounding land uses before permitting any additional such uses to locate within the community.

THEREFORE, BE IT RESOLVED: THAT, the Washington City Council hereby establishes a public hearing for the consideration of the adoption of a temporary development moratorium on electronic gaming operations (internet sweepstakes cafes) within the City of Washington's zoning jurisdiction, said hearing will be held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, June 14, 2010.

Adopted on May 10, 2010

N. Archie Jennings III, Mayor

ATTEST:

Cynthia S. Bennett, City Clerk

City of Washington
Department of Planning and Development
Request for an Amendment to the Zoning Ordinance

Date: April 19, 2010

Fee: N/A

TO THE CITY OF WASHINGTON PLANNING BOARD AND CITY COUNCIL:

I, Department of Planning & Development,
(Name of Applicant)

hereby request that Section 40-93 & Section 40-119 of the Zoning Ordinance be amended as follows:

To allow Electric Gaming Operations (Internet Sweepstakes Cafes) as a Special Use in certain zoning districts.

Reason for Request:

Internet Sweepstakes Cafes are currently not a listed use in any zoning districts in the City of Washington's ETJ. To allow their use in certain zoning districts with a Special Use permit.

I certify that all the information presented by me in this application is accurate to the best of my knowledge, information, and belief.


(Signature of Applicant)

History of Internet Sweepstakes in North Carolina

1993 – North Carolina General Assembly legalized Video Gaming Machines.

This was an unsuccessful attempt by the State to replace the use of slot machines. Because of growing public disenchantment and the corruption associated with the gaming industry, new legislature was developed in 2006.

2006 – Legislature enacted a new gaming statute, (G.S. 14-306.1A)

This statute generally required video gaming machines, used primarily for video poker, to be removed from the state by July 1, 2007. By the time the ban became effective, the gaming industry had already reprogrammed their machines and modified their methods of operation to qualify games as a form of “sweepstakes” in order to avoid the law.

2008 – Superior Court ruled that G.S. 14-306.1A did not apply to “Sweepstakes Systems”

In March 2008, Guilford County Superior Court Judge John Craig ruled that G.S. 14-306.1A did not apply to the sweepstakes systems that were beginning to be used throughout the state.

2008 – North Carolina House voted to broaden the video poker ban to include Sweepstakes.

In April 2008, the NC House voted to broaden the video poker ban to include online sweepstakes operations. The legislation died because of the inability to find a way to shutdown online sweepstakes games without also banning sweepstakes offered by fast-food chains like McDonald’s or even implicating the state lottery.

2008 – General Assembly adopts new legislation, (G.S. 14-306.3)

The legislation, effective December 1, 2008, banned “server-based electronic game promotions”, including anything that simulated games otherwise played on a slot machine or a video gaming machine. Again, by the effective date of the ban, manufactures of gaming machines had already modified their method of operation once more.

2008 – Another Superior Court ruling by Judge John Craig.

In late December 2008, Judge Craig ruled that the new style of play was outside the reach of the statute because it involved neither a database that contains “pools of entries with each entry associated with a prize value” (G.S. 14-306.3(c)(1)), nor entries that are “revealed” at a point-of-sale terminal or at a game terminal (G.S. 14-306.3(c)(4)).

2009 – Ruling by Wake County Superior Court on gaming industry.

Wake County Superior Court Judge, Howard Manning Jr., handed down a ruling that G.S. 14-306.3 (the same server-based electronic gaming statute) was unconstitutional as a violation of equal protection because it prohibited various forms of electronic gaming statewide while allowing the Eastern Band of Cherokee Indians to operate the same games.

2010 – General Assembly scheduled to address online sweepstakes issue during 2010 short session.

It is unlikely that the General Assembly will adopt any significant legislation on this topic.

Information and Fact Sheet

Electronic Gaming Operations (aka Internet Sweepstakes Operations)

1. What is it?

Rapidly spreading and highly profitable gaming operations with very “loose” regulatory provisions. They are publically advertised as “internet cafés”, “electronic sweepstakes games” or even secretly advertised as “business copy and computer internet centers”. Patrons are invited to purchase prepaid internet access cards or minutes and are allowed to use computer terminals with gaming software to play games of chance with onsite cash payouts.

2. Official Definition adopted by UNC Institute of Government and NC League of Municipalities:

Any business enterprise, whether as a principal or accessory use, where persons utilize electronic machines, including but not limited to computers, handheld PDA's or gaming terminals, to conduct games of chance, including sweepstakes, and where cash, merchandise or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is predetermined by electronic games played or by predetermined odds. Electronic gaming operations may include, but are not limited to, internet cafes, internet sweepstakes, electronic gaming machines, or cyber-cafes. This does not include any lottery approved by the State of North Carolina or any nonprofit organization that is otherwise lawful under State law.

3. Is it legal in North Carolina?

No one knows for sure based upon current legislation.

4. How are other Municipalities dealing with this?

With the rapid growth of Internet Sweepstakes Operations across North Carolina, many municipalities are quickly adopting zoning regulations in an attempt to regulate the operations. While such uses can not legally be prohibited from a municipal jurisdiction entirely, strict locational criteria and development

standards may be utilized. Most cities and towns have identified commercial zoning districts as an appropriate designation for these operations. In addition, some cities have implemented specific development standards either as a conditional use zoning distinction or by means of a special use permit. These standards include, minimum distances from schools, churches and residential structures, limited hours of operation, and maximum number of computer terminals.

Several municipalities are also creating new privilege license tax categories aimed at internet sweepstakes operators. Hendersonville, NC was the first town to adopt these new taxes. So far fees have been rather steep from a flat tax of \$2,600 to a flat tax of \$2,000 and \$2,500 per computer terminal. Oxford and Kannapolis, NC were two of the first towns to adopt a gross receipts tax. Both will be charging \$500 per computer terminal plus a percentage of the business's profits. So far, the legality of these taxes has not been challenged.

5. Official policy position statement of the NC League of Municipalities.

The League supports statewide legislation to ban the operation of internet sweepstakes cafés, and if a ban is not possible, to maintain existing local regulatory authority over café operations.

6. How does someone start up an Internet Sweepstakes Operation?

Attached within the next 3 pages is information from one Start-up Company that was very easily found on the internet. It identifies steps to opening the business, offers information on expected profits and even explains how to "skirt" through current gaming laws.



Washington City Police

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



G. Mitchell Reed
Chief of Police

Sandy Blizzard
Deputy Chief of Police

TO: Chief G. M. Reed
FROM: Capt. J. W. Pollard
SUBJECT: Internet Cafe
DATE: 7/9/2009

In response to your request to gather information on a particular Internet Café that has acquired an application to conduct business in Washington, I have found the following:

According to John Rodman, the company has gotten an application, but has not filed it with the City yet. This makes exact details of the business unknown to me currently.

The best I can ascertain, the business will have several gaming or sweepstakes devices in its building. They, the business, identify these devices as sweepstakes machines. They sell internet usage minutes to customers. In addition to receiving these internet minutes, the customer receives some form of entry into a sweepstakes. The sweepstakes machines display images like video slot machines, video poker or some other kind of no skill game. Through winning at these games, codes are supposed to be revealed that can lead to winning the sweepstakes. If the customer wins the sweepstakes, they receive a monetary payout from the Internet Café.

There are other variations on this business model, such as selling phone card minutes.

At first glance, it would appear as if this was gambling since the payout is greater than the risk and it does not involve skill. A judge in Guilford County ruled otherwise.

After hearing a law suit filed by the two main companies supplying these sweepstakes machines and related items to retail establishments in NC, Hest Technologies, Inc., and International Internet Technologies, LLC., the Honorable John O. Craig, in the Superior Court of Guilford County, Issued a preliminary injunction on 16 April, 2008^a. This preliminary injunction forbids law enforcement and District Attorneys from making charges or maintaining prosecution against any retail establishment using the plaintiff's products. This injunction goes as far as forbidding anyone from stating that this equipment is illegal. This case is set

for a declaratory trial in September 2009. This preliminary injunction only applies to products or equipment supplied by the two plaintiffs and not to other companies. John Rodman did not know the name of the company that had acquired the application, nor who will supply the devices, but it is probably one of the two plaintiffs, since these two companies are virtually 'Teflon' in NC at the moment.

From speaking with John Rodman It appears as if the proposed location for the Internet Café will be in Washington Plaza on 15th St.. It is zoned for such an establishment.

These devices are not new to Washington. BB's Sports bar has two in his establishment and there may be others.

It appears that a new law is in the works that is directed at these types of schemes or games ^{1 2}. Until the injunction is lifted or modified, or until the laws change, I am of the opinion that, barring some zoning or fire code, this proposed business, if using Hest or ITT equipment or services, is to be considered a legitimate business. Some in the community may not like it and may indeed file complaints, but from an illegal gaming perspective we have no remedy to offer them.

Attempts to speak with the town planners that were listed in the E-Mail that you supplied me were fruitless.

Here are the resources that I used to compile this information:

David Adinolfi, Attorney
NC Attorney General's Office
919-716-6519

Preliminary Injunction.pdf (attached)
Preliminary Injunction 12-30-08.pdf (attached)

http://www.news-record.com/content/2008/08/03/article/state_shuts_down_video_poker_again
(News article on proposed law)

<http://www.ncqa.state.nc.us/Sessions/2009/Bills/Senate/PDF/S971v1.pdf>
(PDF file of proposed new law)

<http://www.hesttech.com/default.html> (website of Hest Technologies, Inc.)

Capt. J. W. Pollard
Division Commander
Special Operations



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

TO: Chief G. M. Reed
FROM: Capt. J. W. Pollard
SUBJECT: Internet Café - Addendum
DATE: 7/9/2009

This is an addendum to the document on the Internet café that I sent to you on Tuesday, 07 June 2009.

I spoke with Chief Dove of the South Port PD about internet cafes. He said that one opened up in his city in a strip mall recently. He added that they have not seen an increase in crime since it opened, but fears that it could be a target for an armed robbery, since they deal mostly in cash and may have large quantities of cash on hand. Chief Dove suggested I speak with Chief Ballree of Boiling Springs Lake, NC PD.

Chief Ballree stated that his cities planning department was able to act swiftly and change their zoning ordinance so that they could deny such businesses. Chief Ballree had his city planner call me with the details.

Nick Smith (910-845-2614), the planner for the city of Boiling Springs Lake, NC told me that when they found out that an internet café was wanting to locate within his city, that they knew about them because they had opened up in communities around them. An amendment to their existing zoning ordinance was made that defined what an electronic gaming promotion is and forbids electronic gaming promotions. He further stated that this amendment is to be adopted shortly.

Here is their proposed amendment:

That Chapter 17 of the Code of Ordinances, City of Boiling Spring Lakes, North Carolina, is hereby amended as follows:

Article I. IN GENERAL.

Sec. 17-1. Definitions.

ADD:

Electronic Game Promotions

Any enterprise **as a principal use or an accessory use** utilizing electronic machines, including computers, as game promotions. In a game promotion, a person may conduct a game of chance in connection with the sale of consumer products or services and/or for which the elements of chance and prize are present. This term includes, but is not limited to, sweepstakes or internet cafes. **This does not include any lottery approved by the State of North Carolina.**

Based on conversations with Nick Smith, I feel that if the City of Washington feels that this internet café would not serve the best interest of the community, they should explore adapting an ordinance similar to that of Boiling Springs Lake, NC.

Capt. J. W. Pollard
Division Commander
Special Operations



City of Washington

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

MEMORANDUM

DATE: April 29, 2010
TO: Mayor Jennings & Members of City Council
FROM: John Rodman, Planning & Development *JR*
RE: Emerson Square
Housing Development Project

Ragan & Bill Ramsey, representing WAJ Management, LLC will be making a presentation to City Council concerning the Emerson Square Project. Emerson Square is a 56 unit multi-family affordable housing development located on West 15th Street behind Midtown Crossing (former K-Mart Plaza). WAJ Management will be purchasing approximately 7 acres that is part of the Eskridge Crossing development.

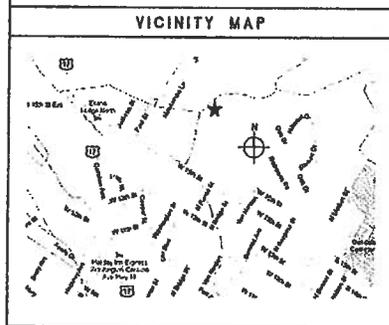
WAJ Management will be making application for NCHFA Tax Credits for the project. WAJ Management is asking the City of Washington to work in partnership with the project and apply for Housing Development (HD) funds through the NC Division of Community Assistance CDBG grant funds on behalf of the proposed development. The maximum funds awarded in the form of a grant is \$250,000.

If you have any questions on the project or the application for grant funds please don't hesitate to let me know.

EMERSON SQUARE

Little Washington, North Carolina

Emerson Square Limited Partnership



North Carolina Affordable Housing Unit Area Summary

UNIT MAKEUP	1 BR	2 BR	3 BR	4 BR
Available	680	900	1100	1200
Needed	763	899	1,178	--
Net Needed	809	949	1,229	--

UNIT TYPE	1 BR	2 BR	3 BR	4 BR
Available	118	388	388	418
Needed	118	388	388	418
Net Needed	0	0	0	0

UNIT TYPE	1 BR	2 BR	3 BR	4 BR
Available	130	130	130	130
Needed	131	131	131	--
Net Needed	1	1	1	--

UNIT TYPE	1 BR	2 BR	3 BR	4 BR
Available	118	388	388	418
Needed	118	388	388	418
Net Needed	0	0	0	0

UNIT TYPE	1 BR	2 BR	3 BR	4 BR
Available	118	388	388	418
Needed	118	388	388	418
Net Needed	0	0	0	0

UNIT TYPE	1 BR	2 BR	3 BR	4 BR
Available	118	388	388	418
Needed	118	388	388	418
Net Needed	0	0	0	0

UNIT TYPE	1 BR	2 BR	3 BR	4 BR
Available	118	388	388	418
Needed	118	388	388	418
Net Needed	0	0	0	0

DEFINITIONS
Net Needed: The floor area of an apartment unit, measured interior wall to interior wall, not including exterior wall square footage. Interior walls are not to be deducted, and the area occupied by a staircase may only be counted once.

North Carolina Affordable Housing Project Area Summary

BLDG	UNIT TYPE	UNIT COUNT	AREAS	
			PERmitted	GRANTED
2BR BLDG (Bldgs. 1, 3, 4, 7)	2 BR	8	7,184	7,841
	3 BR	8	7,341	8,783
	SUB-TOTAL PER BLDG:	8	7,184	7,341
TOTAL 2BR BUILDINGS:	4	28,724	30,178	
3BR BLDG (Bldgs. 5, 6)	3 BR	8	9,404	9,832
	4 BR	8	9,404	9,832
	SUB-TOTAL PER BLDG:	8	9,404	9,832
TOTAL 3BR BUILDINGS:	2	18,808	19,664	
1BR/2BR BLDG (Bldg. 9)	1 BR	4	3,022	3,218
	2 BR	4	3,022	3,218
	SUB-TOTAL PER BLDG:	8	6,044	6,436
TOTAL 1BR/2BR BUILDINGS:	1	6,044	6,436	
TOTAL ALL BUILDINGS:	7	54,180	58,918	

TOTAL 1BR UNITS:	4
TOTAL 2BR UNITS:	36
TOTAL 3BR UNITS:	16
TOTAL UNITS:	56

COMMON AREAS	PERMITTED	GRANTED
Open Activity Area	224	224
Exercise Room	227	227
Infant	43	43
Exercise Room	43	43
Media Room	43	43
SUBTOTAL CS (min. 30%)	604	604
Office Area (200 sq ft)	230	230
Laundry	186	186
Maintenance (min. 100)	150	150
Interior Utility	54	54
SUBTOTAL (min. 150)	1,118	1,140
Screensed Porch (min. 150)	1,118	1,140
Covered Patio w/ Seating (min. 150)	261	261
Covered Porches	54	54
COMMON AREAS TOTAL:	1,118	1,140

MISCELLANEOUS STRUCTURES	PERMITTED	GRANTED
MARK BLDG		
GATEWAY		100
COVERED PORCH (min. 150)		314
COVERED PATIO (min. 150)		314
OTHER		
MISC. STRUCTURES SUB-TOTAL:		314
GRAND TOTAL:	55,218	57,964

North Carolina Affordable Housing Development Summary

UNIT TYPE	7,419 SQUARE FEET				TOTAL
	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	
STANDARD UNITS	2	10	8	28	28
UNITS COMPLIANT W/ F.A.A. CARENA			14	1	14
ADDITIONAL UNITS COMPLIANT W/ CARENA FOR THE VISION HEARING IMPAIRED (2%)					
UNITS COMPLIANT W/ A.D.A. ACCESSIBILITY REQUIREMENTS (5%)	1	2	1		4
ADA UNITS COMPLIANT W/ NCHA MOBILITY (5%)	1	2	1		4
TOTAL	4	14	10	29	57

* Vision/Hearing Impaired units required above may not be located in ADA accessible units, but may be located in NCHA mobility units.

PARKING PROVISIONS:	PERMITTED	GRANTED
(1) SPACES PER UNIT	2	119
A.D.A. SPACES (REQUIRED) (ADA - 1) (1) Other ADA - 2% of (1):	4	5
TOTAL PARKING PROVISIONS:	6	124

- Energy Star Standard as defined in Appendix B
- Mobility Impaired Units (5%)
- REQUIRED SITE AMENITIES**
- Family:
- Playground
 - Resident Computer Center (min. of 2 computers)
 - Covered Picnic Area (150 sq. ft. with 3 tables and grill)
 - Outdoor Sitting Area with Benches (min. of 3 locations)
- Senior:
- Indoor or Outdoor Sitting Areas (min. of 3 locations)
 - Multi-Purpose Room (200 sq. ft.)
 - Resident Computer Center (min. of 2 computers)
 - Tenant Storage Areas

- ADDITIONAL SITE AMENITIES**
- Covered Drive-Thru or Drop-Off at Entry
 - Covered Patio with Seating (150 sq. ft.)
 - Covered Picnic Area with Tables and Grills (150 sq. ft.)
 - Exercise Room (must include new equipment)
 - Storage Room (must include new equipment)
 - Garden Plot (8'x8' boxes, 12" deep, one plot per 10 residents, solely projects only)
 - Gasbar (100 sq. ft.)
 - High-Speed Internet Access
 - Sunroom with Chairs (150 sq. ft.)
 - Screensed Porch at Community Room (150 sq. ft.)
 - Tot Lot (family projects only)
 - Washing Trail 1/2 wide paved continuous around property

DRAWING INDEX

DWG. NUMBER	SEQUENCE NUMBER	DRAWING DESCRIPTION	ISSUE DATE	LAST REVISION DATE	REVISION
CS 1.1	1	CONC. READY/PROJECT SUMMARY	06.13.10		X
CS 1.2	2	EXISTING ADJAC.	06.13.10		
CS 1.3	3	EXISTING ADJAC.	06.13.10		
CS 1.4	4	EXISTING ADJAC.	06.13.10		
NOTES					
SITE					
SITE 1.1	5	SITE PLAN	06.13.10	4.16.10	X
SITE 1.2	6	SEC. DETAILS	06.13.10		
ARCHITECTURAL					
A 1.1	7	COMMON BUILDING PLANS	06.13.10		
A 1.2	8	BUILDING PLAN - 1 BEDROOM	06.13.10	4.16.10	X
A 1.3	9	BUILDING PLAN - 2 + 3 BEDROOM	06.13.10		
A 1.4	10	BUILDING PLAN - 2 BEDROOM	06.13.10		
A 1.5	11	BUILDING PLAN - 3 BEDROOM	06.13.10		
A 1.6	12	COMMON AREAS - COMMON BUILDING	06.13.10		
A 1.7	13	COMMON AREAS - 1 BEDROOM	06.13.10		
A 1.8	14	COMMON AREAS - 2 + 3 BEDROOM	06.13.10	4.16.10	X
A 1.9	15	COMMON AREAS - 2 BEDROOM	06.13.10		
A 1.10	16	COMMON AREAS - 3 BEDROOM	06.13.10		
A 1.11	17	COMMON AREAS - 1 BEDROOM	06.13.10		
A 1.12	18	COMMON AREAS - 2 BEDROOM	06.13.10		
A 1.13	19	COMMON AREAS - 3 BEDROOM	06.13.10		

THIS PROJECT, IN ITS ENTIRETY, TO COMPLY WITH 2010 QAP, APPENDIX B, DESIGN QUALITY STANDARDS AND REQUIREMENTS, DATED DECEMBER 2009.

Emerson Square Limited Partnership
 Emerson Square
 Little Washington, North Carolina

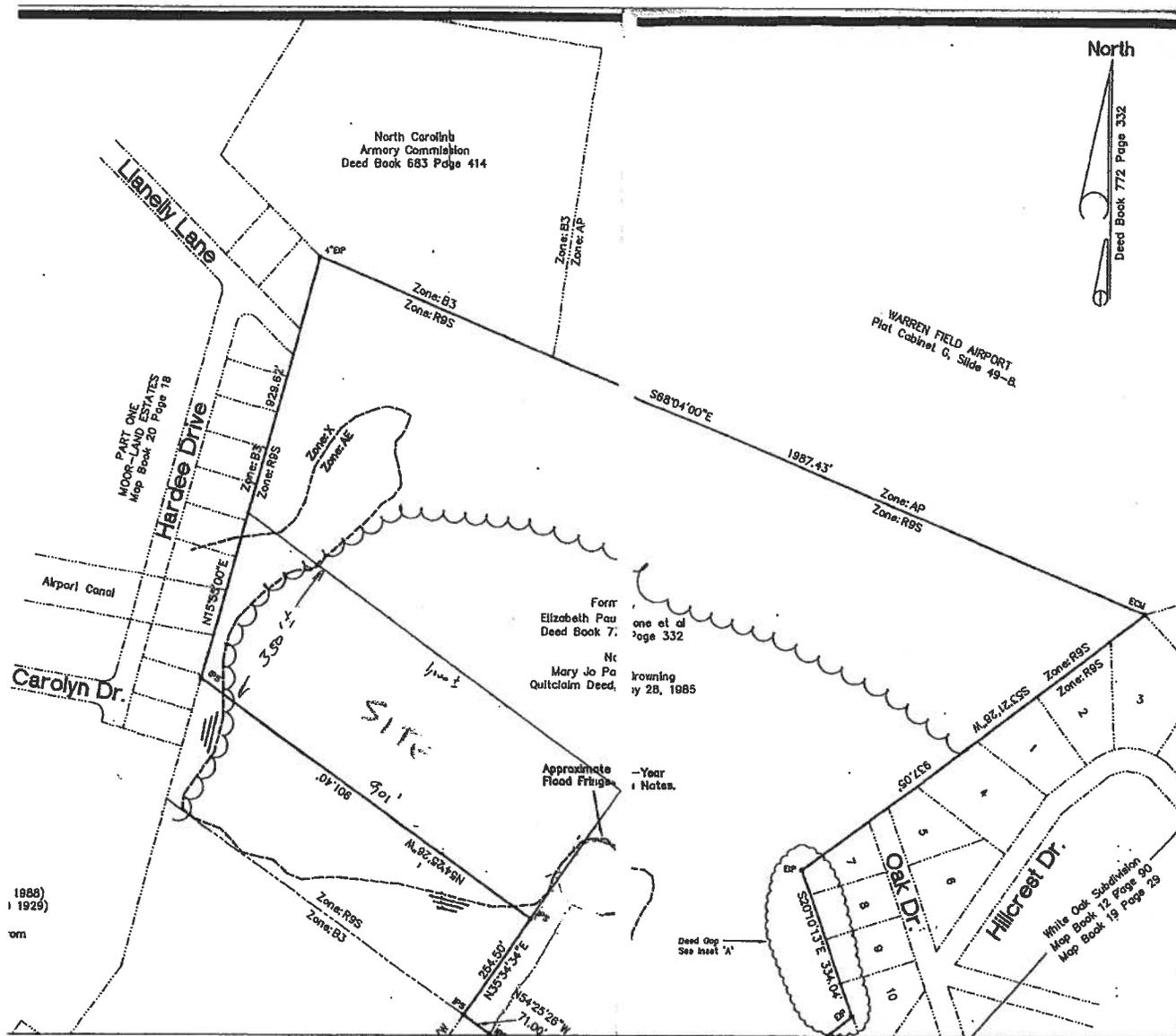
MAY 14, 2010
 SECOND REVISION
 NCHA APPLICATION

DATE: January 15, 2010
 ISSUED FOR: NCHA Application

Cover Sheet
 Index of Drawings
 Project Summary

CS 1.1

DATE: 05/10/2010
 TIME: 10:00:00 AM



North

Deed Book 772 Page 332



Emerson Square Limited Partnership
Emerson Square

1815 Washington, North Carolina

10-015.00

JANUARY 16, 2010
POST SUBMISSION
MCPVA APPLICATION

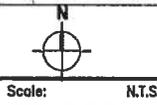
0402 January 16, 2010
02010 Pch MCPVA Application

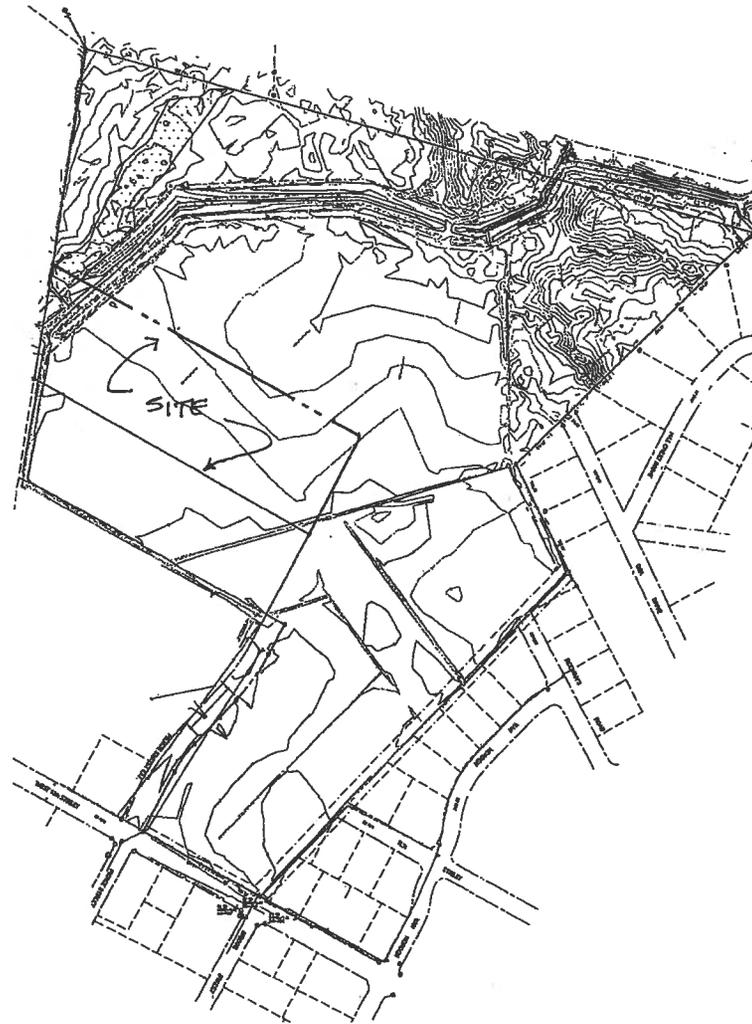
Existing Survey

CS1.3

1

Existing Survey





1 Existing Topography
 Scale: 1"=300'-0"
 N



Emerson Square
 Limited Partnership
 Emerson Square

12th Washington
 North Corridor

10-01800

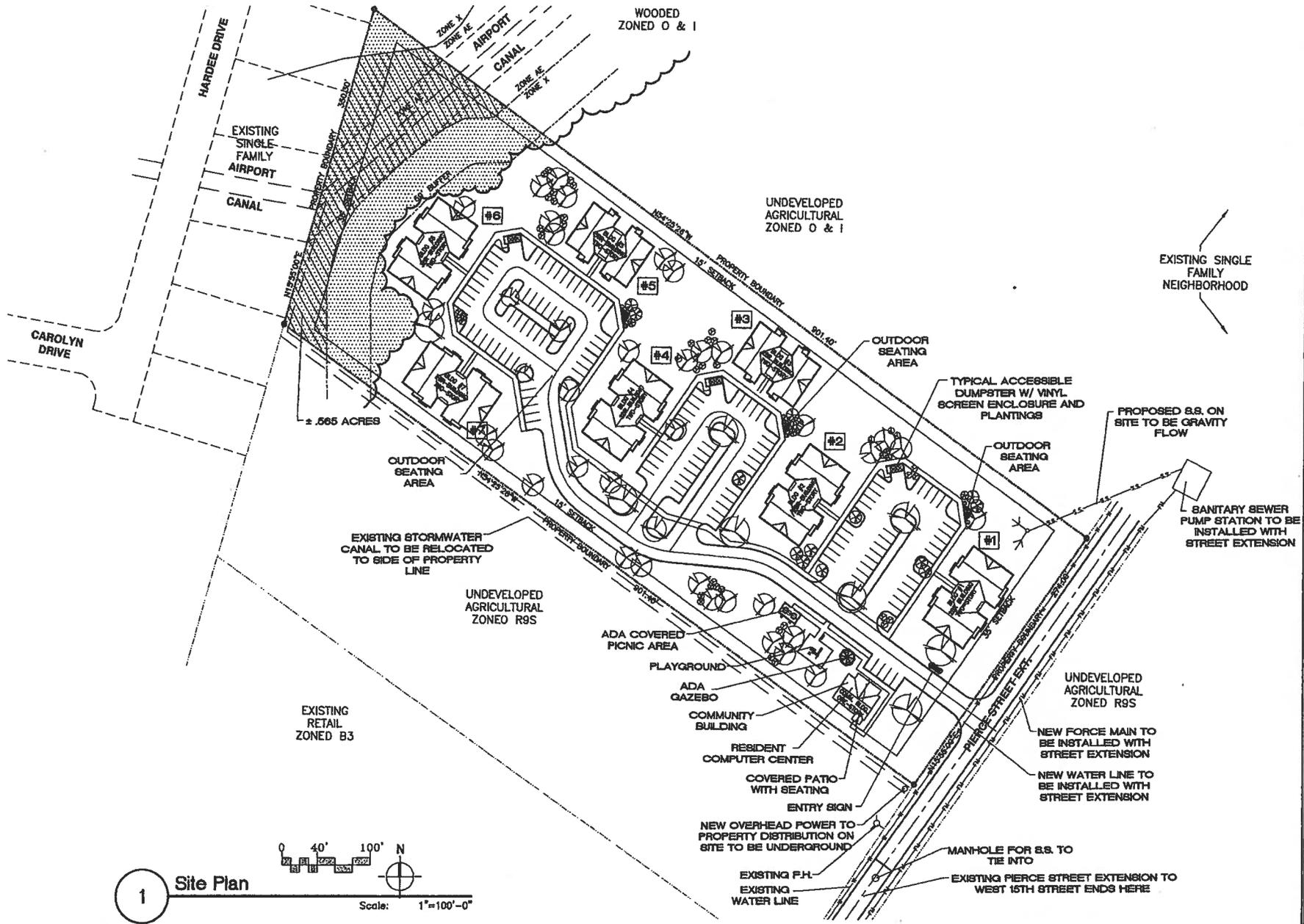
JANUARY 11, 2010
 FIRST SUBMISSION
 NCEM APPLICATION

REVISED JANUARY 11, 2010
 REVISED FOR NCEM Application

Existing Topography

CS 1.4

DATE OF PLAN: 01/11/10
 DATE OF FIELD: 01/11/10



Emerson Square
United Partnership
Emerson Square
1250 Washington
Rock, Georgia
10-09500

Revised Apr 6, 2010
JANUARY 15, 2010
FIRST SUBMITTAL
MOFA APPLICATION

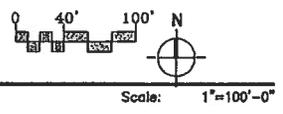
010 - January 15, 2010
0200 - FOR 102474 Application

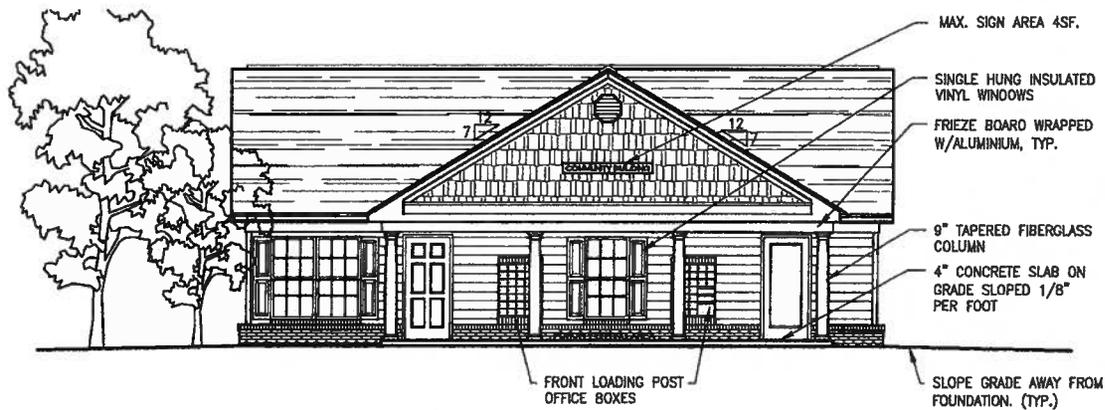
Site Plan

Site 1.1

1

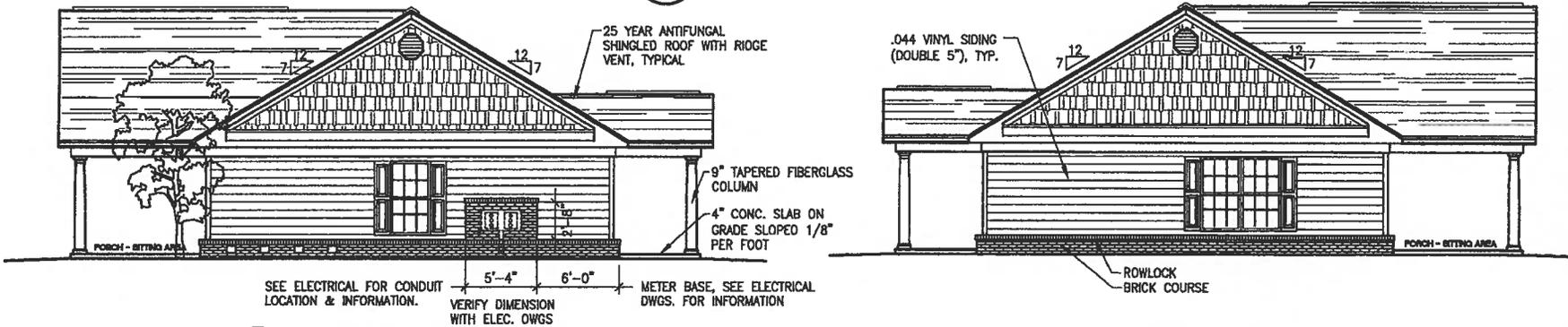
Site Plan





1 Front Elevation

Scale: 1/8" = 1'-0"

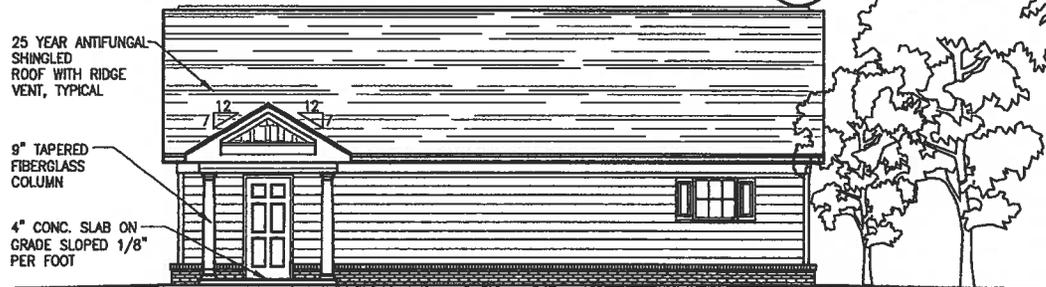


2 Right Side Elevation

Scale: 1/8" = 1'-0"

3 Left Side Elevation

Scale: 1/8" = 1'-0"



4 Rear Elevation

Scale: 1/8" = 1'-0"



Emerson Square
Limited Partnership
Emerson Square

Little Washington,
North Carolina

10-08-00

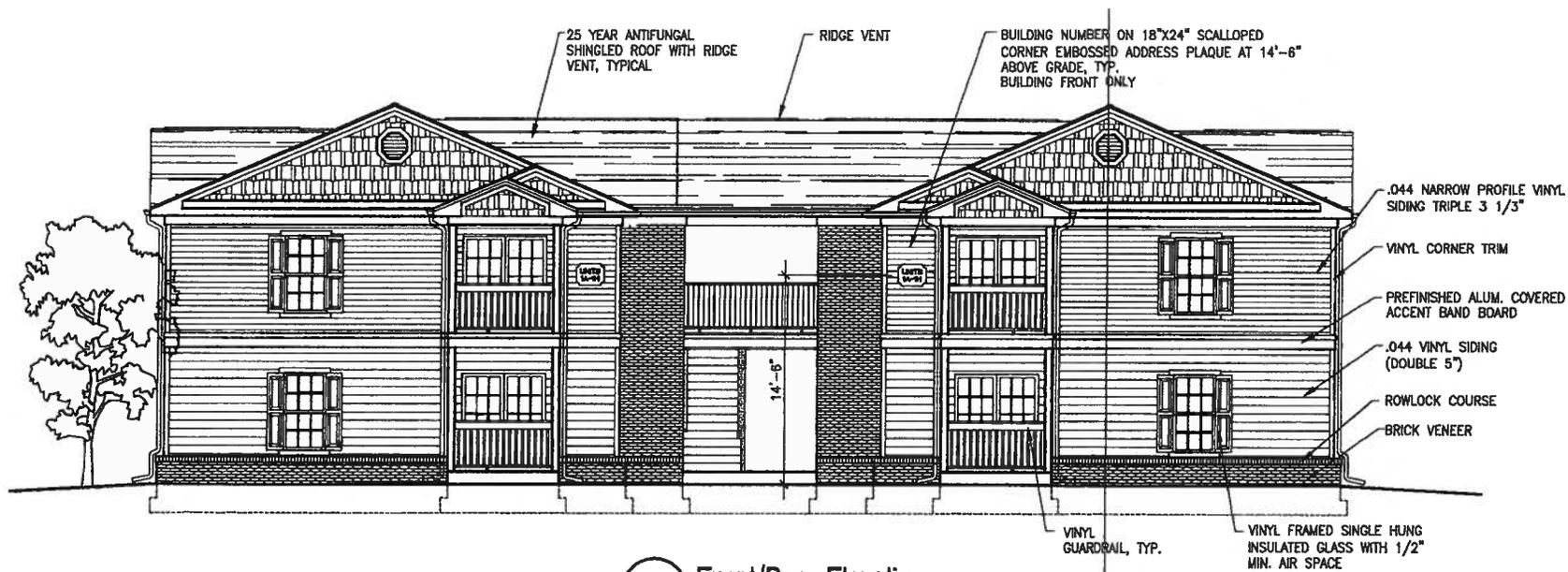
JANUARY 15, 2010
FIRST SUBMITTAL
MCPFA APPLICATION

010 - January 15, 2010
ISSUED FOR MCPFA Application

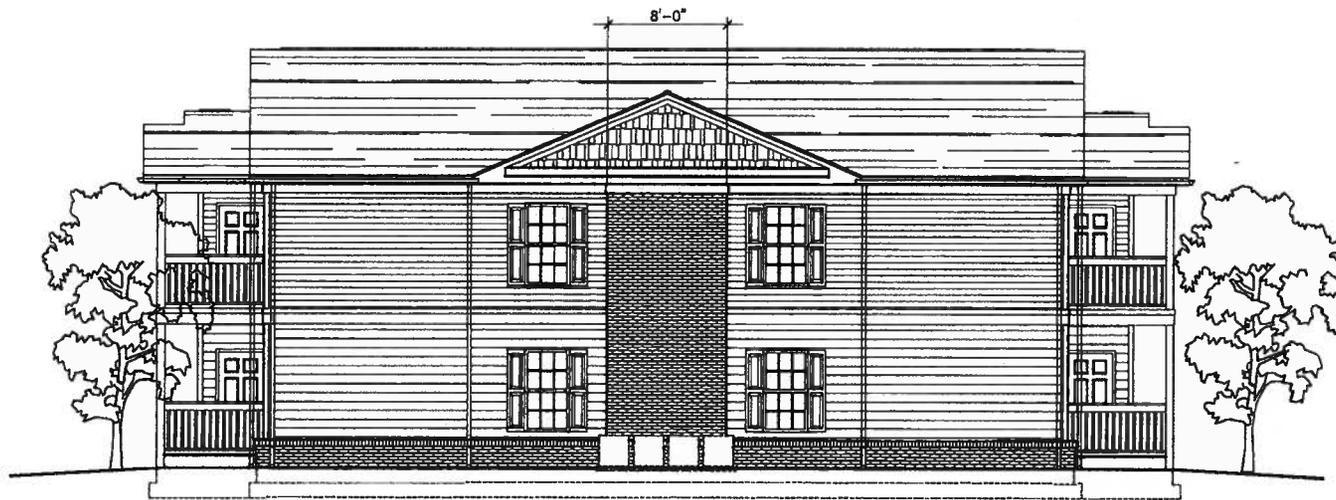
Community Building
Exterior Elevation

A 3.1

DATE: 01/15/10 DRAWN BY: GJP CHECKED BY: GJP



1 **Front/Rear Elevation**
 Scale: 1/8" = 1'-0"



2 **Left/Right Side Elevation**
 Scale: 1/8" = 1'-0"



Emerson Square
 Limited Partnership
 Emerson Square
 Little Washington,
 North Carolina

10-010.00

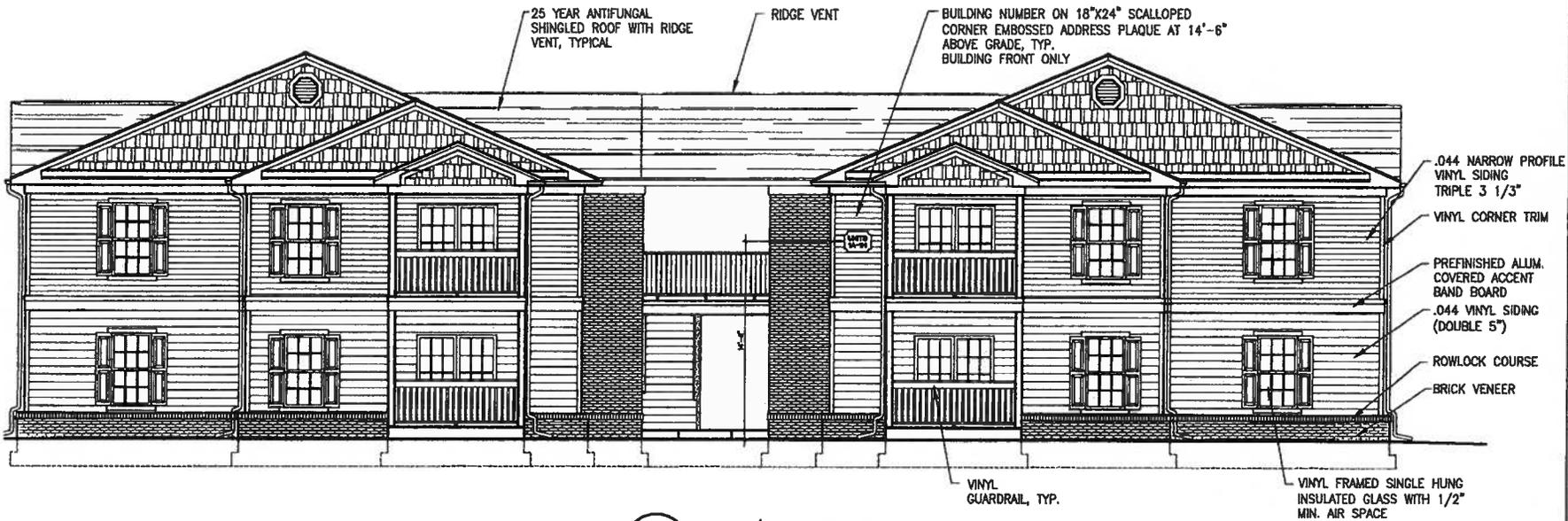
JANUARY 15, 2010
 FIRST SUBMISSION
 MCPVA APPLICATION

REV. JANUARY 15, 2010
 SUBD FOR MCPVA Application

Exterior Elevation
 - Two Bedroom

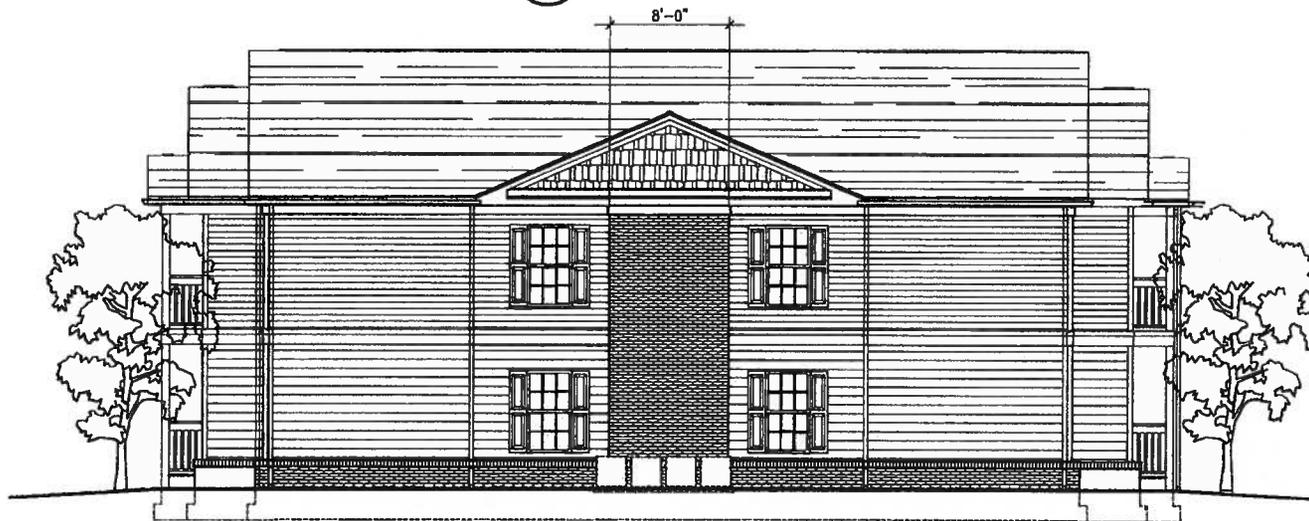
A 3.3

DATE: 01/15/10
 TIME: 10:00 AM
 DRAWN BY: [Name]



1 Front/Rear Elevation

Scale: 1/8" = 1'-0"



2 Left/Right Side Elevation

Scale: 1/8" = 1'-0"



Emerson Square
Limited Partnership
Emerson Square

Little Washington,
North Carolina

D-05500

JANUARY 15, 2010
FIRST SUBMISSION
MCPFA APPLICATION

REVISED JANUARY 15, 2010
REVISED FOR MCPFA APPLICATION

Exterior Elevation
- Three Bedroom

A 3.5

DATE: 05/10/10 DRAWN BY: JAC

Emerson Square Apartments

Washington, North Carolina

56 units

Affordable Multi-Family Housing

Unit Mix

Bedrooms	Number	Square Footage
1 Bedroom	4	803 Sq. ft.
2 Bedroom	36	943 Sq. ft.
3 Bedroom	16	1229 Sq. ft.

Rent Schedule

Affordable to 40% AMI

Bedrooms	Number of Units	Rent	Utility Allowance	Total Housing Expense
1 Bedroom	1 unit	\$294	\$80	\$374
2 Bedrooms	9 units	\$354	\$95	\$449
3 Bedrooms	4 units	\$404	\$115	\$519

Rent Schedule

Affordable to 50% AMI

Bedrooms	Number of Units	Rent	Utility Allowance	Total Housing Expense
1 Bedroom	1 unit	\$385	\$80	\$465
2 Bedrooms	9 units	\$465	\$95	\$560
3 Bedrooms	4 units	\$525	\$115	\$640

Rent Schedule

Affordable to 60% AMI

Bedrooms	Number of Units	Rent	Utility Allowance	Total Housing Expense
1 Bedroom	2 units	\$420	\$80	\$500
2 Bedrooms	18 units	\$495	\$95	\$590
3 Bedrooms	8 units	\$555	\$115	\$670

Maximum Income Limit for Family Size

Median Income \$48,600

% of Median Income	One person	Two person	Three person	Four person	Five person	Six person	Seven person	Eight person
40%	\$13,960	\$15,960	\$17,960	\$19,960	\$21,560	\$23,160	\$24,760	\$26,360
50%	\$17,450	\$19,950	\$22,450	\$24,950	\$26,950	\$28,950	\$30,950	\$32,950
60%	\$20,940	\$23,940	\$26,940	\$29,940	\$32,340	\$34,740	\$37,140	\$39,540

Site Amenities

- Community Building
- Leasing Office
- Resident computer center
- Vending area
- Laundry Facility
- Postal Facility
- Playground with seating
- Covered picnic area
- Gazebo
- Sitting areas with benches
- Covered sitting area

Interior Amenities

- Large open floor plans
- Range
- Hood
- Frost-free energy star refrigerator
- Energy star rated dishwasher
- Interior and exterior storage
- Balconies/Patios
- Laundry closet with hookups
- Mini-blinds
- Pantry
- Walk-in closets
- Ceiling fans
- Carpet and vinyl



East Carolina Wildfowl Guild

P.O. Box 1713
Washington, North Carolina 27889-1713

May 3, 2010

City of Washington
Attention: Jim Smith, City Manager
102 East Second Street
Washington, NC 27889

Subject: Memorandum of Understanding
City of Washington
East Carolina Wildfowl Guild

Dear Mr. Smith:

As we have recently discussed I am pleased the funding that the city has placed in its upcoming budget for the East Carolina Wildlife Arts Festival is on the same level as that of last year. We discussed this funding as being divided into two portions, one centered mainly around city permit fees and the second around the DockDogs competition.

Our 2011 show is scheduled for February 11th through the 13th. We have been approached by DockDogs Inc. to sign a three year contract with them for the 2011, 2012, and 2013 shows. Advantages of doing a three year contract will be: 1. to avoid the yearly increased cost that DockDogs place on a one year contract which usually runs between \$250.00 to \$500.00 per year, 2. we can lock in our dates to be assured that DockDogs will be available for the weekend of our show. 3. the competitors will know that they can expect the competition to be held in Washington for an extended period of time and not just for a short term. I feel that this should increase our attendance. At the 2010 DockDogs event we had 65 dogs entered with approximately 1,200 to 1,500 attendees, all on a weekend with such horrible weather conditions that we had only once experienced during the 15 years of the show and that was the very first show we produced.

Since the guild has approved the three year contract, it is being requested that the City Council through a motion, resolution, or other parliamentary procedure show continued support for the Wildlife Arts Festival through 2013. This will give our organization some future security and will assist us in signing the three year contract. We realize that this would be a non-binding vote of confidence only and, of course, would not be applicable if some unforeseen problem occurs.

We sincerely appreciate the city's support and together we feel that we can move this event along to even great heights. If you have any questions, please do not hesitate to contact me.

Sincerely,


David Gossett
Show Chairman



CITY OF WASHINGTON

MEMORANDUM

DATE: 4 May 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:

- **\$227,000: CDBG Housing Development grant.** Designed to assist Washington Housing Incorporated in acquiring 15 lots throughout the city to construct new homes. Additionally, WHI will deliver housing counseling services to Low to Moderate Income Families in preparation for homeownership

Potential projects:

- **The Department of Homeland Security: 2010 Assistance to Firefighters Grants (AFG) Deadline:** May 28, 2010. 95% grant, 5% match (Budget not determined). Would like to apply for funds to purchase industrial washing/drying machine
- **\$13,000: Bureau of Justice Bulletproof Vest Partnership: Annual grant opportunity** designed to provide a critical resource to assist state and local law enforcement with the cost of outfitting officers with ballistic vests. Project budget \$13,000 (\$650 x 20 vests over 2 years). Request \$6,500, Match \$6,500. Deadline: June 10, 2010
- **\$250,000: CDBG Housing Development Grant:** Funds would be used to assist with the cost of installing infrastructure to complement the construction of 56 affordable housing units.
- **\$250,000: 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. Five local businesses received FREE energy audits and will apply: Inner Banks Arts Center, Fire Station Lofts, Ward Photography, Ruff Kuttz and Dr. McCoy.
- **FEMA: Hazard Mitigation Grant Program:** Letter of Intent due June 1, 2010. Apply for funds to demolish the Old Police Department and Michael Lowe's Property located on Harvey Street

Submittals: N/A

Notifications: N/A

Council FYI: N/A

Project closings: N/A

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	\$ 5,683,642	LEPD, Gang Investigator, CDBG Capacity, weatherization, USDA Loan/Grant, CDBG Housing Development
Pending awards (applications submitted, awaiting award notification)	\$ 1,190,775	Old Health Department, Repetitive Loss, Greenway planning, 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	\$ 7,124,417	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 f	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'mt	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'mt	Yes, submitted October, 2009	\$250,000 (22,700 admin)	None	Submitting this grant was a requirement of the Capacity Building grant	\$227,000 awarded. Competitive grant environment. Grant award expected in May, 2010.
Historic Preservation Grant	Rehab plan, Old City Hall	Planning and Community Dev'mt	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'mt	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'mt	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'mt	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 Stewart Parkway	Planning and Community Dev' mt	Pre-application due May, 2010	\$325,000	\$32,500	Final Application , July, '10	\$3 million available for 20 coastal counties - \$200,000 average grant award. 10% match of grant award with 5% of that amount available as in-kind

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
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							
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.

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	\$ 7,124,417.00	Represents total impact of Income/awarded grants/active projects, pending awards, and future or potential projects per ARRA/Special Projects
Total Project Activity	\$ 9,982,687.50	



RECEIVED APR 15 2010

**North Carolina
Department of Commerce
Community Development**

Beverly Eaves Perdue, Governor

J. Keith Crisco, Secretary
Joseph D. Crocker, Assistant Secretary

April 9, 2010

Mayor, City of Washington
Post Office Box 1988
Washington, NC 27789-1988

Dear Mayor:

It is my pleasure to notify you officially that the City of Washington has been awarded a \$227,700 Community Development Block Grant (CDBG) of 2009 Housing Development funds. I am happy to support your efforts to improve the housing conditions of low-to-moderate income households in your community.

The Division of Community Assistance (DCA), which administers the CDBG Program, will contact you about certain grant conditions that must be met before funds may be obligated. We look forward to working with you and other officials.

If you have any questions regarding this grant, please contact Gloria Nance-Sims, Director, Division of Community Assistance, at (919) 733-2850.

Sincerely,

A handwritten signature in black ink that reads "Joseph D. Crocker".

Joseph D. Crocker
Assistant Secretary

cc: J. Keith Crisco
Dale Carroll

North Carolina: The State of Minds

301 North Wilmington Street • 4301 Mail Service Center • Raleigh, North Carolina 27699-4301
Tel: (919) 733-3447 • Fax: (919) 733-8356

May 10, 2010
An Equal Opportunity/Affirmative Action Employer
Page 106 of 171

**Washington Harbor District Alliance Report
Monday, May 10, 2010 City of Washington Council Meeting**

Downtown Merchants/Restaurateurs

The merchants continue to become more organized and active, they have formed a group to coordinate co-op advertising and also have been lending support the Music in the Streets event.

Movies in the Park (MITP)

MITP starts this month on Friday the 14th with the presentation of Blindsight starring Sandra Bullock. Please join us at 6:30 PM for an opening night kick-off! Pirates Pub & Grill will be serving hamburgers, hotdogs and refreshments.

Saturday Market

The Saturday Market is in full swing, we believe that the action by the Council to temporary close the turning lane from Main on to Stewart Parkway will make things safer for market patrons. The second Saturday of every month we will include an artisans market which will be staged both at the Caboose area and east of the farmers along the parkway.



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 @ 6:30 pm.

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

- Sarah F. Bocanegra, Equal Opportunity Specialist, HUD FHEO
- Sally Lind, manager-Fair Housing Community Relations Unit, NC Human Relations Commission.
- David Caddigan, Managing Attorney- Legal Aid Assistance for Low Income
- Larry Lang, First Bank, Affordable Housing
- Self Sufficiency – Local organizations will be presenting various self-sufficiency programs

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

March-April Tourism Development Authority Report

- TDD attended the NC Governor's Conference on Tourism. Keynote speakers addressed the importance of emerging technology, the mindset of the new generation of travelers, and the economy. TDD attended sessions on "Rethinking the Basics in a Changing Media Environment", "Want to Fill Hotel Rooms – Guaranteed?" (sporting events/tournaments in your community). As always, this was a great networking opportunity to be in the presence of tourism professionals from across the state.
- TDD met with Will Mayo to review the recommendations for an Interlocal agreement between the City and the WTDA. The City Manager responded on the approved document with comments. Those comments and notes were also share with Mayo.
- With the help of Susan Hodges, drafts of job descriptions for civic center positions are being developed and reviewed to fit the budget proposal.
- TDD met with Cindy Baldwin of the SBTDC at ECU to discuss assistance they may be able to provide in developing a new business plan for the Civic Center. The idea presented to her was to act as though we had just been given the management of the facility and basically start with a clean slate – no employees, no regulations, etc.
- At the Governor's Conference, had the opportunity to share details and information about the new downtown plan with a hotel developer that has been a part of several "out of the box" hotel projects, but brand projects as well. He expressed an interest and asked for additional information.
- Also at the Governor's Conference, TDD Lewis met with a graduate student at ECU who is collecting information pertaining to group travel. We are presently determining how best to collect the information from our local attractions and perhaps creating a common method of data collection for use by all attractions.
- Plans are presently underway for the annual Tourism Day Fair in Raleigh. As the event coordinator for NCTIA, TDD Lewis will play an active role in this event.
- A new e-newsletter template was developed by Synergy Point and was implemented by the TDD. There was some initial trial and error while learning the new software, however the new software will allow the TDD to maintain and update the new website in-house.
- In preparation for the FY2010-11 budget, TDD Lewis has developed a comprehensive marketing plan that will allow for great knowledge of ROI and impact on local travel. TDD Lewis is also working with Eye Integrated to implement this plan. New creative for the year is also being discussed.
- TDD Lewis attended a meeting to discuss final plans for the May 15th ceremony for the renaming of Highway 17 to the US Marine Corps Parkway. Washington will be one of 6 communities hosting simultaneous ceremonies at 11 AM that day at Veteran's Park.
- TDD Lewis has participated in a meeting of Bath area businesses and the Chamber of Commerce. Lewis shared information about the TDA and the role it plays in promotion of area events.
- We have been dealing with technical difficulties related to emails that have prevented us from receiving inquiries from our website for several months. The problem is now resolved. The good news is that inquiries are up. The bad news is that we weren't able to respond immediately.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: April 29, 2010
Subject: Appointments to Airport Advisory Committee
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council appoint _____ to the Airport Advisory Committee.

I move that City Council appoint _____ to the Airport Advisory Committee.

BACKGROUND AND FINDINGS:

On March 8, 2010, Mayor Jennings and members of Council suggested implementing an Airport Advisory Committee. The Committee would consist of five members, three positions inside the City limits and two at-large positions. At least four of the appointees shall be engaged in aviation businesses or aviation related businesses. Block advertisements were placed in the Washington Daily News and the ad ran for four weeks and two applications were received.

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

Primary Board Airport Advisory Committee Other Boards _____

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

NAME Thomas Saccio

ADDRESS 4373 Maules Point Rd, Blounts Creek, NC 27814

PHONE NO. (BUSINESS) cell 252-9455199 (HOME) 252 940 0083

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 8 YEARS

YEARS OF EDUCATION HS graduate

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 a pilot and coordinator of the Wright flight
program in Beaufort County. The airport plays an
integral part in the success of the Wright flight
program. I would also like to see it play a
vital part in the community.

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.

Thomas Saccio
Signature

April 7, 2010
Date

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

Primary Board Airport Advisory Committee Other Boards _____

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

NAME MARVIN D. ROUNTREE

ADDRESS 400 FORT HILL DR BLOUNTS CREEK 27814

PHONE NO. (BUSINESS) 946-4438 (HOME) 946-4438

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 4 YEARS

YEARS OF EDUCATION 14 YEARS

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.

33 YEARS DELTA AIRLINES
GRD OPS / CARGO / FLIGHT OPS SPECIALIST / GRD SERVICE
USAF 79TH RESCUE COMBAT SPECIALIST / COORDINATOR

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.

Marvin D. Rountree
Signature

APRIL 25
Date

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

OVER

SPENT 33 YEARS WITH DELTA ^{AIRLINE} SERVED
AT ORANGE COUNTY AIRPORT, RDU, PORTLAND,
ONTARIO AIRPORT. FLIGHT OPS, RAMP OPS
GROUND CONTROL ON RAMP, WEIGHT + BALANCE
ALL AVENUES OF AIRPORT OPS. I ALSO
SERVED IN USAF 79TH RESCUE SQD SAVING
DOWNED PILOTS. COMBATS OPS IN SE ASIA
WORKED TO SAVE PILOTS. HAVE BEEN TRAINED TO
OBSERVE WEATHER AND REPORT INFORMATION
TO RESCUE CENTER. WORKED AS RESCUE CREW
COORDINATOR. I WOULD LIKE TO GIVE TO OTHER
MY RELATIVES IN WASHINGTON WERE MILTON BROOK
AND MITCHELL JOWDY, JOWDY ELECTRIC. THANK
YOU FOR YOUR CONSIDERATION. I WOULD BE ABLE
TO BE AT THE MEETING ON MAY 10 TO GIVE
ANY OTHER INFORMATION. THANK YOU
MARVIN D. ROUNTREE
SGT USAF (RET)

**NORTH CAROLINA
BEAUFORT COUNTY**

WATERFRONT DOCKING AGREEMENT

THIS AGREEMENT, is made as of 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: Stardust 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 sole purpose 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, in conjunction with said dinner cruise boat operation, for loading and unloading passengers, but only after obtaining specific permission for all such utilization from Waterfront Docks. Boat Owner shall coordinate all dinner cruise boat operations with Waterfront Docks. Boat Owner shall not operate or utilize the Boat in any fashion after 11:00 p.m. Boat Owner is prohibited from engaging in, allowing, or authorizing any type of motor vehicle access beyond Water Street except as may be necessary for loading, unloading, and fueling purposes and only after receiving prior permission from Waterfront Docks. In no event shall Boat Owner allow or authorize more than one motor vehicle access beyond Water Street at the same time. In no event shall Boat Owner allow or authorize a motor vehicle to be left unattended or parked beyond Water Street. 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.

With the exception of workers' compensation insurance or the maritime equivalent, 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. Boat Owner expressly consents to Waterfront Docks relocating said easement and, in the event the same is relocated, understands that the foregoing shall continue to be applicable to said easement as relocated. In the event said easement is relocated, Boat Owner shall abide by the foregoing as it relates to the easement as relocated as well as any additional condition of said easement.

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 of Washington

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

MEMORANDUM

DATE: April 30, 2010

TO: Mayor and City Council

FROM: Allen Lewis 
Public Works Director

SUBJECT: Brick Crosswalks at the Intersection of Stewart Parkway and Respass Street.

This is a follow-up to the request from Council on April 12, regarding the above subject.

Staff was asked to look into making repairs to the existing brick crosswalks rather than replacing them with concrete. As a point of reference, it was suggested that we contact the City of New Bern. After speaking with the street superintendent as well as the contractor, it became apparent that the installation of their brick crosswalks was entirely different that what was done on our waterfront. Significant costs would be incurred to remove the existing pavers, as well as the concrete trench underneath, to install brick crosswalks similar to that done by the New Bern. Contact was then made with the original designer of the existing crosswalks, Mr. Bill Foreman who, in turn, contacted the contractor, Fred Adams Paving Company, Inc., that installed the original crosswalks. Both agreed that the concrete trench that the existing brick pavers are set in needs to have holes drilled through it to allow stormwater runoff to drain through rather than sitting in the concrete trench. Fred Adams Paving has provided a price to remove the existing pavers, asphalt underneath the pavers, drill holes through the concrete and re-lay asphalt and pavers for \$16,700-17,700. The difference in the price is based upon the number existing pavers that can be reused.

/al

cc: James C. Smith



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *[Signature]*
Date: 04-29-10
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:

As reported last month, this project has been completed. However, due to an oversight, there were some permit fees that were left out of the budget ordinance amendment last month that requires the attached amendment to be passed. The fees totaled \$395 and were paid long ago, just not charged to the project. 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 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: *[Signature]* Concur May 10, 2010 and Denial _____ No Recommendation 5/5/10 Date
 Page 123 of 171

**AN ORDINANCE TO AMEND THE GRANT PROJECT 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 70-90-8000-4500, Construction portion of the Water Extension Grant Project Fund appropriations budget be increased by \$395 to provide funds for permit fees.

Section 2. That account number 70-90-8000-9900, Contingency portion of the Water Extension Grant Project Fund appropriations budget be decreased by \$395 to provide funds for permit fees.

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

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

Adopted this the 10th day of May, 2010.

MAYOR

ATTEST:

CITY CLERK



City of Washington

P.O. Box 1988, Washington, NC 27889-1988
102 E. 2nd St - Telephone 252 975-9300 - Fax 252 946-1965

MEMORANDUM

DATE: May 10, 2010
TO: Mayor and City Council
FROM: James C. Smith 
SUBJECT: Electric Fund Load Management Budget Transfer

The Budget Officer transferred \$300,000 of funding between divisions of the Electric Fund to provide funds for the first phase of an accelerated residential load management initiative on May 4, 2010. The availability of these funds are the result of planned reductions in budgeted Capital Purchases and Repairs and Maintenance. The Council provided this direction during the May 3rd, 2010 Electric Fund budget workshop in concert with the April 26th, 2010 Town Hall Meeting. NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached.

Request for Transfer of Funds

Date: 5/4/2010

TO: City Manager or Finance Director
 FROM: Matt Rauschenbach
 SUBJECT: REQUEST FOR TRANSFER OF FUNDS

I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

	Department	Account Number	Object Classification	Amount
FROM:	35-90	8390	7400	211,402
	35-90	8370	7400	45,572
	35-90	8370	1600	43,026
TO:	35-90	8370	1600	300,000

For the purpose of: Reallocating planned capital and maintenance budget reductions to fund first phase of accelerated load management installations.

 Supervisor


 Department Head

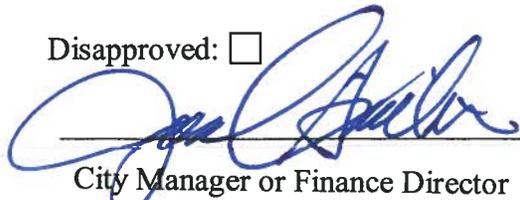
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

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

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


 City Manager or Finance Director

May 10, 2010
 Page 126 of 171 Date

5/4/10



CITY OF WASHINGTON

MEMORANDUM

DATE: 4 May 2010
TO: Mayor and City Council
FROM: Bianca Gentile, Special Projects
SUBJ: Washington Police Department

Respectfully submitted is an update regarding the steps taken by staff, at the direction of council, since the April 12, 2010 council meeting.

Step 1: Evaluated the merits of adapting Fire Station #1 as a Police Department. Included is a summary from ADG Architects effectively eliminating F1 as a potential site for the new Police Department.

Step 2: Space Needs Assessment: Included is a memo from Chief Reed to James C. Smith, City Manager regarding the amount of redundant, outdated, deficient and newly identified needs generated by the shift in organizational procedures and philosophy.

Step 3: Met with USDA: James C. Smith and staff met with USDA's Area Director, Doug Causey on April 21, 2010. USDA advised us to move forward with the environmental scoping for the "Market Street Site". Staff submitted paperwork to the State Clearinghousing to conduct an environmental review. This document is extensive and available upon request.

Step 4: Letter from USDA in response to meeting- allows City to submit a revised project scope/location by May 21, 2010 ("Market Street" Feasibility Report for USDA by May 21, 2010. ADG has been contacted and project roles and responsibilities assigned) and cautions that limited remaining funds must be obligated expeditiously. Enclosed.



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

To: Jim Smith, City Manager
From: G. Mitchell (Mick) Reed, Chief of Police
Date: 04 March 2010

We conducted a number of meetings with staff and ADG representatives in regards to Council's direction to address to the Police Facility Needs Assessment. I wish to provide a general overview of the results of those meetings:

First, please note for emphasis the different operational philosophy we utilize today as compared to the time of the original space needs assessment (2003). Second, keep in mind legal, regulatory and other changes in our profession which guide not only our current need but the possibility of additional changes, which present liability and accreditation issues if not planned for.

In examining the 2003 study, we found a number of redundant and outdated spaces, which can be either transferred to another need or eliminated completely. These spaces include, but are not limited to:

- Ready Room (SWAT)
- SWAT Storage
- Tactical Training
- Training room
- Office Patrol Sergeant
- Office Patrol (incl CPL)
- K9 storage
- Office SBI
- Officer Reserves
- Officer Reserves Each Additional
- Officer Code Enforcement
- Office Youth Services

Additional space reduction may be identified through reduction in the Interview Room design to take advantage of video conferencing, and number of lockers based on actual employees with space to add lockers as needed. Community Room space may be designed to accommodate additional usage involving training/EOC needs, which would reduce other listed areas. Areas which show a deficiency in space would include; records storage, holding cells for both adult and juvenile occupancy, restrooms to address security needs of persons in custody, and adequate space for the collection, documentation, and custody of physical evidence in order to properly meet legal and accreditation standards.

This memo is to document the process to date. Exact square footage of each item listed here is unreliable at best. Additionally, conversations related to detailed needs will be handled at the appropriate juncture. I do feel that we have, and will continue to examine every special need with the purpose of building only what we need.



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

April 22, 2010

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

RE: New Public Safety Facility

Dear Mr. Smith:

Rural Development was contacted in August, 2009 about the possibility of financing your proposed public safety facility and we were very excited about participating in such a worthy and vital project. The project was expedited as much as possible as you can tell by the following timeline:

- | | |
|--|-------------------|
| • Preapplication received: | August 17, 2009 |
| • Authorization to Process: | October 20, 2009 |
| • Completed Application: | November 9, 2009 |
| • Authorization to Deliver Letter of Conditions: | February 4, 2010 |
| • ARRA Funding Authorized: | February 18, 2010 |

The project moved forward with the understanding that the City Council had authorized the City Manager and his staff to proceed with securing the best possible funding package for the proposed public safety facility.

We certainly appreciated your letter of March 17, 2010 from the Special Projects Representative but the project funds will need to be obligated prior to the August 31 date indicated in that letter. As you know, our project developments are site specific based off a definitive site as described in the architectural feasibility report which received Agency concurrence on August 21, 2009.

We have now received your letter dated April 14, 2010 in which you were advising of the change in the selected site as well as a significant reduction in project scope. Typically, this would result in a cancellation of allocated funds. However, we will continue in our endeavors to assist you with the proposed public safety facility. We understand that the proposed reduction in the scope of the project now reflects a total budget of \$3,000,000. We believe those expectations to be unrealistic. We will, however, require two copies of a new Architectural Feasibility Report in support of your reduced project scope by May 21, 2010. We further suggest that city staff submit new scoping documents to the State

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.

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To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9414 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).

Clearinghouse reflecting the site change to allow the comment period to run simultaneously with the preparation of the feasibility report.

We understand this proposed facility is a critical need for the City of Washington and we hope to be a part of the project. Please let me know how I can further assist you in making this project a reality for the City of Washington.

Sincerely,

A handwritten signature in cursive script that reads "Susan P. Christensen".

SUSAN P. CHRISTENSEN
Area Specialist



April 19, 2010

Mr. Jim Smith
City Manager
The City of Washington
102 East 2nd Street
Washington, NC 27889

Dear Mr. Smith:

It is our understanding that the City Council requested that the architect provide additional information relative to the ability to utilize the existing Fire Station #1 for adaptive re-use as the police department.

We welcome the opportunity to provide this information to you, the Council and to Chief Reed in order to facilitate addressing the needs of your police department.

This brief report will address four critical elements of the existing fire station; discuss our previous experience with converting existing structures into modern law enforcement facilities; and provide some cost considerations which will factor into the decision making process.

Fire Station Number 1; Facility & Site

When examining Fire Station # 1 and its site as a potential renovated facility to house the police department there are four aspects of the building and site to consider. They are the structure itself, the roof and the building's envelope, the systems contained within the building, the use of the surrounding property and the building and site's ability to expand in the future.

- **The Structure**

Is the building structurally sound? In a report submitted to the City in October 2003, examining the City's Public Safety Facilities, the consultant reported "obvious evidence" of structural deficiencies due to severe masonry cracks. Even if costly repairs were made to the facility, the

structure was not built to a level of survivability needed in a new Police Facility.

In addition, the location is within the 100 year flood plain. The flood plain cannot be mitigated with a renovation to the facility.

- **The Roof and Building Envelope**

One of a facility's weakest points is its roof structure and membrane. The fire station was not designed to withstand high wind forces and would expose the Police Department to structural and operational failure in the case of a severe storm event hitting the Washington area. The cost for retrofitting the existing roof may cost more than constructing a modern roof.

- **The Systems**

In addition to the building envelope, the mechanical and electrical systems would have to be thoroughly examined. Modern systems are much more energy and operationally efficient. Buying a system is just the first cost. The cost to maintain and operate those systems must be accounted for in trying to understand the true costs for a building. It is certain that the existing mechanical and electrical systems have exceeded the expected useful operating life.

- **Site Size / Surrounding Property / Ability to Expand**

The site size is less than 1 acre. Though this might accommodate the building need; it is considerable less than the 2.5 acre site required to accommodate all parking and security requirements. The fire station is surrounded on two sides by roadways and by private property on the other two sides. This leads to the fourth and final point, expansion capability. The fire station building was not designed to expand vertically; the structure is not capable of handling the added weight of additional floors. The site cannot handle a horizontal expansion on the site as it is bordered on two sides by roads which cannot be closed and private property on the other two sides. These site constraints pose a severe difficulty on the police department's ability to increase in size or alter policing methods in the long term such as may be necessary 10, 15 or 20 years into the future.

Experience with Converting Existing Facilities

Every building has a useful life cycle. Some are built to withstand the elements, facility use and use of their systems better than others. Fire Station Number 1 began construction in 1964 and was occupied and became operational in 1965. The station is 45 years old and fire stations are not like office buildings or retail

stores which have periods during the day where systems shut down and are not occupied.

Fire stations run three shifts a day and are in operational use 24 hours a day making the life cycle of FS #1, effectively 135 years old. That continued use also strains the life cycle of the buildings systems, where people are constantly changing heating or cooling temperature, using the kitchen, running the sinks, flushing toilets or using the showers.

Over the past 39 years, ADG has been tasked by cities and counties to use existing structures for conversion for law enforcement facilities. These existing buildings included hospitals, schools, shopping centers, grocery stores and preexisting governmental facilities.

- **Cost Consideration**

The lesson learned from these previous projects is that adaptive re-use is frequently equal to or even more expensive than new construction. In addition, the cost to maintain and operate these re-used buildings is always more expensive.

A rule of thumb is that for every dollar spent on a building over that building's effective life; 10 cents of that dollar will be spent of the construction of the facility with 90 cents of that dollar spent on the operations and maintenance of the facility.

Some representative examples of this are, for example, the use of certain refrigerants in air conditioning systems that are no longer allowed by law, mandating that the entire system be replaced or that very expensive conversions be done on the system to bring it up to code. A roofing membrane may crack and enable water intrusion into the facility necessitating the roof's removal and replacement.

Changes in information technology have had a significant impact on old buildings. If the building is not hard wired for file sharing or Internet access and conduit does not exist to add these systems, you run the risk of exposing wires which eventually compromise the serviceability of the facility.

Conclusion

As consultants whose client base is almost entirely within the public sector we have an in-depth understanding of meeting the facility user's needs coupled with the needs of the decision makers who are ultimately responsible to the taxpayers and community residents. In our opinion the cost to adaptively re-use Fire

Station #1, occupied in 1965, would be a cost prohibitive decision for the City of Washington.

We believe that a new Police Facility, constructed with attention to modern systems, furnishings, fixtures, built outside of the 100 year flood plain and designed with functional and operational survivability in mind, would be a more cost effective solution both in the short and long term for the City.

We appreciate the opportunity to present this information to the City and are willing to address any additional questions posed to us by the City or its elected officials. Thank you and we remain.

Sincerely,



Kevin Ratigan, AIA
Senior Vice President
Architects Design Group, Inc.



Stockton Reeves
Executive Director
The Center for Public Safety, Inc.



City of Washington

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

MEMORANDUM

DATE: April 29, 2010
TO: Mayor and City Council
FROM: Mike Whaley
Purchasing Agent
SUBJECT: Contracts for Water and Wastewater Treatment Chemicals.

The purpose of this item is to inform Council of contract commitments for water and wastewater treatment chemical requirements for the City from July 1, 2010 through June 30, 2011.

Contracts awarded as follows:

<u>Vendor</u>	<u>Cost Per Unit</u>	<u>Estimated Total</u>
(A) <u>Amerochem</u>		
Potassium Permanganate	\$2.25/lb.	\$47,250.00
Hydroflousilicic Acid	\$0.345/lb.	\$12,075.00
Anhydrous Ammonia	\$0.72/lb.	\$ 6,840.00
Sulfur Dioxide	\$0.78/lb.	\$ 3,705.00
Sodium Bisulate	\$2.18/gal.	\$34,880.00
Liquid Aluminum Sulfate	\$345.00/ton	\$29,325.00
Sodium Hypochlorite	\$0.88/gal	\$18,480.00
(B) <u>Cargill Salt</u>		
Sodium Chloride	\$98.50/ton	\$147,750.00
(C) <u>Jones Chemical</u>		
Liquid Chlorine-Ton Cylinders	\$640.00/ton	\$16,640.00
(D) <u>Sterling Water</u>		
Sodium Hexametaphosphate	\$1.269/lb.	\$15,989.40
	TOTAL	\$332,934.40

See attached bid tabulation sheet.

/al

cc: James C. Smith

BID TABULATION

Bid for: Water Treatment Chemicals
 Opened: 2:00 PM, Thursday
 April 15, 2010

Item	Chemical	Cargill Salt	Morton Salt	GEO Chemical	Amerochem	DPC Enterprises	C & S Chemical	Sterling Water	General Chem.	Jones Chemical	Tanner	Delta Chemical	Water Guard	LCI Ltd.	Kemira Water	Brenntag	
1	Potassium Permanganate				\$2.25/lb												no quote no quote no quote no quote
2	Sodium Chloride	\$98.50/ton	\$109.00/ton														
3	Liquid Chlorine-Ton Cylinders					\$975.00/ton				\$640.00/ton							
4	Hydroflousilicic Acid				\$.345/lb												
5	Sulfur Dioxide				\$.78/lb					\$.8333/lb							
6	Anhydrous Ammonia				\$.72/lb						\$.72/lb						
7	Liquid Aluminum Sulfate			\$399.50/ton	\$345.00/ton		\$575.00/ton		\$497.00/ton				\$388.00/ton				
8	Sodium Hexametaphosphate				\$2.03/lb			\$1.269/lb									
9	Sodium Bisulfite				\$2.18/gal					\$12.58/gal							
10	Sodium Hypochlorite				\$.88/gal					\$3.14/gal							

Recommendation: I recommend that we purchase Item 1,4,5,6,7,9 and 10 from Amerochem. Item 2 to continue being purchased from Cargill Salt. Item 3 we continue to purchase from Jones Chemical. Item 8 from Sterling Water.

Signed: Mike Whaley



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Philip Mobley, Director Parks and Recreation
Date: May 10, 2010
Subject: Approve and Authorize City Manager to execute the Engineering Contract with Bay Design Group and sign a letter of Termination of Contract with Coastal Science and Engineering.

Applicant Presentation: None
Staff Presentation:

RECOMMENDATION:

1. I move City Council Approves and Authorizes the City Manager to execute the Engineering Contract with Bay Design Group in the amount of \$30,265.35.
2. I move City Council Authorizes the City Manager to sign the letter of Termination of Contract with Coastal Science and Engineering.

BACKGROUND AND FINDINGS:

March 12, 2010, Coastal Science and Engineering suspended operations in their Morehead City office, citing economic reasons. On March 31, we received a letter from them requesting the City of Washington to release them from their contract with us (project 2251), so that we could resume the work on the BIG-P Grant, with Bill Forman, the Engineer in charge of the project.

We have received copies of all files and have paid all invoices from Coastal Science and Engineering.

On April 15, Bill Forman, PE, submitted a proposal from Bay Design Group, the company taking over his office, to finish the BIG-P project. The fee in exhibit "A" is the balance of the contract with Coastal Science and Engineering.

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: *ps* Concur _____ Recommend Denial _____ No Recommendation *sls* Date _____



COASTAL SCIENCE & ENGINEERING

PO BOX 8056 COLUMBIA SC 29202 • TEL 803-799-8949 • FAX 803-799-9481 • EMAIL cse@coastalscience.com

March 31, 2010

Ms. Teresa S. Hamilton, Marina Manager
City of Washington Recreation Department
310 West Main Street
Washington NC 27889

RE: Transfer of 2251 Project Files / Termination of Contract PO 41259

Dear Ms. Hamilton:

This letter follows our previous correspondence of March 19th in which we notified you that operations had been suspended in our Morehead City office on March 12th, and all operations consolidated out of Columbia (SC) that day. So as to move forward as expeditiously as possible, we wish to transfer all project data to you or an engineer of your choice.

According to our records, invoices were submitted through February 28th in the amount of \$2,608.25. We understand this payment has been processed. Invoice 10-03-2251 in the amount of \$225.00, which covers work completed by Mayo and Associates PA (subcontractor), is enclosed along with a copy of the subcontractor's invoice. In recognition of the disruption the office closing may have produced, we are waiving our rights to any fees incurred in March.

The nature of your project, distance from CSE's office, and ongoing project commitments precludes us from completing your project in a timely manner. It remains our desire for an engineer of your choice to complete any remaining work on your project. Therefore, we kindly request that you release us from further responsibility for remaining work by signing below and returning a copy of this document. Enclosed is a flash drive containing your project data. Please contact Trey Hair or me if you have any difficulty accessing any of the files.

Thank you for your consideration.

Yours truly,

Timothy W Kana
President

Enclosures

TERMINATION OF CONTRACT APPROVED:

City of Washington (PO 41249)

Date



**AGREEMENT BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES**

Project Name: City of Washington, Boat Dock Project, Phase 3, Permitting and Construction
Engineer's Project No. 10079

THIS AGREEMENT is made on the 15th day of April, 2010, by and between City of Washington, hereinafter called CLIENT, and Bay Design Group, PC, hereinafter called ENGINEER.

The CLIENT and ENGINEER for mutual consideration hereinafter set forth, agree as set forth below and as set forth in the attached standard provisions:

1.0 ENGINEER'S SERVICES: ENGINEER shall perform professional services in connection with the Project as set forth below and contained in this Agreement:

Services provided shall be as described in the Proposal for Professional Services, Scope of Services attached as Exhibit A, April 15, 2010 and made a part of this agreement herein.

2.0 ENGINEER shall start performing services hereunder within 5 days after receipt of CLIENT'S authorization to proceed, which shall not be given later than 15 days after the date of this agreement in order to complete the work, including construction, by the grant deadline of January 1, 2011.

3.0 ENGINEER COMPENSATION:

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate ENGINEER as follows:

Fees shall be in accordance with Exhibit A, Proposal for Professional Services, Fee Proposal dated April 15, 2010.

OTHER:

3.1 Payments will be made to the ENGINEER on a monthly basis upon presentation of an approved invoice.

4.0 SPECIAL PROVISIONS:

4.1 The Agreement shall be governed by the laws of the State of North Carolina.

4.2 The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage where applicable and comprehensive general liability insurance coverage. Engineer shall name City of Washington as additional insured.

4.3 The ENGINEER agrees to acquire and maintain professional liability insurance with a limit of at least \$1,000,000 for each claim and an annual aggregate of at least \$2,000,000.

4.4 *In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the*

Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$1,000,000 or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

- 4.5 ENGINEER is not responsible for the identifying, discovering, removal and/or treatment (remediation) of any hazardous waste, known or unknown at the site, nor for the consequences of any hazardous waste materials of any kind at the site, including, but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.
- 4.6 Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed to the CLIENT at P. O. Box 1988, Washington, NC 27889, and to the ENGINEER at 305 Commerce Ave., Suite 201, Morehead City, N.C. 28557 and by depositing same with the U. S. Postal Service. When so given, such notice shall be given from the time of mailing the same.
- 4.7 *Engineer shall comply with subcontractor standards, requirements and obligations as contained in the Grant Contract No. 668 and its attachments, between North Carolina Department of Environment and Natural Resources and the CLIENT. Said Contract and its attachments shall supersede and control in the event of conflict with any provision contained in this Agreement.*

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ENGINEER: Bay Design Group, PC
305 Commerce Ave, Suite 201
Morehead City, North Carolina 28557

CLIENT: City of Washington
P. O. Box 1988
Washington, NC 27889

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

AGREEMENT BETWEEN CLIENT AND ENGINEER

STANDARD PROVISIONS

1.0 CLIENT 'S RESPONSIBILITY:

The CLIENT shall, unless otherwise provided for in this agreement, at no cost to the ENGINEER:

- 1.1 Furnish to the ENGINEER all reasonable survey and property description data requested by the ENGINEER for the Project.
- 1.2 Furnish all reasonable geotechnical data necessary for the Project including all appropriate professional interpretations. The ENGINEER makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the performance or failure to perform soils investigations and testing.
- 1.3 Guarantee full and free access for the ENGINEER to enter upon all property for the performance of the ENGINEER'S services.
- 1.4 Furnish to the ENGINEER all existing studies, reports and other available data and services of others pertinent to the Scope of Services, and obtain additional reports and data as required; and ENGINEER shall be entitled to rely on such information and services in performance of services hereunder.
- 1.5 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER'S performance of services under this Agreement.

2.0 PAYMENTS TO THE ENGINEER:

- 2.1 Progress payments shall be made in proportion to the services rendered and as indicated within this Agreement and shall be due and owing upon the ENGINEER'S submittal of any invoice. Past due amounts owed shall include a late payment charge which will be computed at the interest rate of 1 percent per month, which is an Annual Percentage Rate of 12 percent, and will be applied to the balance unpaid 30 days after the date of the original invoice.
- 2.2 The ENGINEER may, upon seven days written notice, suspend services if CLIENT fails to make payments as required in this Agreement.
- 2.3 No deductions shall be made from the ENGINEER'S compensation on account of penalty or other sums withheld from payment to Contractors.
- 2.4 Hourly rates and reimbursable expenses shall be subject to periodic revision as stated on the Rate Schedule. In the event revisions are made during the lifetime of this Agreement, the increased or decreased hourly rates and Reimbursable Expenses shall apply to all remaining compensation for services performed by the ENGINEER where such rates provide the basis for the ENGINEER'S compensation. *For purposes of this Agreement, hourly rates apply to only to additional services requested by the CLIENT.*

- 2.5 Reimbursable expenses are in addition to ENGINEER'S compensation for services performed on an hourly basis and include expenditures made by the ENGINEER, his employees or his consultant(s) in the interest of the project.
- 2.6 If the Project is delayed or if the ENGINEER'S services on the project are delayed or suspended for more than three months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving seven days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.
- 2.7 Should collection of overdue fees be necessary, CLIENT shall be responsible for all costs associated with collection, including legal fees.
- 3.0 GENERAL PROVISIONS:
- 3.1 *All drawings, Specifications, computer data, and other work data of the ENGINEER for this Project are instruments of service for this Project only. The CLIENT shall not reuse any of the ENGINEER'S instruments of service on extensions of this Project or on any other project without the written permission of the ENGINEER. Any unauthorized reuse shall be at the CLIENT'S risk and the CLIENT agrees to hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the CLIENT or by others acting through the CLIENT.*
- 3.2 Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent associates and consultants as ENGINEER may deem appropriate to assist in the performance of the services hereunder.
- 3.3 This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses *for services performed and accepted by the CLIENT.*
- 3.4 This Agreement represents the entire and integrated agreement between the ENGINEER and CLIENT and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.
- 3.5 In the event the parties to this Agreement are unable to reach a settlement of any fee dispute arising out of the services under this agreement, then such disputes shall be settled by mediation arbitration by a mediator to be mutually agreed upon by both parties, and shall proceed in accordance with the Rules of Mediation of the American Arbitration Association then pertaining. If the parties cannot agree on a single mediator, then the mediator(s) shall be selected in accordance with the above-referenced rules.
- 3.6 Should litigation occur between the two parties relating to the provisions of this Agreement, all reasonable litigation expenses, collection expenses, witness fees, court costs and attorney's fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

- 3.7 Neither party shall hold the other responsible for damages caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 3.8 In the event any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 3.9 The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary detainment of excavations, and any erection methods and temporary bracing.
- 4.0 The ENGINEER intends to render his services under this agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either expressed or implied.
- 4.1 Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractors bids or actual cost to the CLIENT.



CITY OF WASHINGTON
BOAT DOCK PROJECT, PHASE 3 – PERMITTING AND CONSTRUCTION
(10079)

EXHIBIT A

PROPOSAL FOR PROFESSIONAL SERVICES

April 15, 2010

INTRODUCTION

The City of Washington proposes to expand the City Marina to a total of 117 slips. The next phase of that expansion includes construction of a maximum of 12 additional boat slips on three existing docks (docks G, H and I) attached to existing docks constructed in phases one and two. This proposal is for the professional services required complete permitting of the overall expansion to 69 slip expansion including obtaining the Major CAMA Permit from the Division of Coastal Management and the U.S. Army Corps of Engineers, and the design, bidding and construction administration for addition of 12 slips to docks G, H and I.

SCOPE OF SERVICES

The scope of services proposed herein represents the **BASIC SERVICES** and is based on the experience of the ENGINEER on similar projects and project components, the scope of the project, and by regulatory requirements applicable to construction at the site. The scope of services is based on the following criteria and assumptions:

- The scope of services, fees and schedule provided here are based on construction of the project as a public works project under the laws and regulations applicable to such work in the State of North Carolina.
- The project will be constructed based on Contract Documents prepared as part of this scope of services. The contract documents will include drawings, specifications, agreement between CLIENT and contractor and contract Standard General Conditions and Supplemental General Conditions.

References to the "**ENGINEER**" in the scope of services is to the ENGINEER as the project manager responsible to the CLIENT for the execution of the services proposed. Execution of the services by the ENGINEER includes execution of work by members of the project team as required to execute all aspects of the scope of services. References to the "**CLIENT**" refers to The City of Washington, North Carolina.

Services are proposed for completion of the boat slips in three phases. The scope of services proposed is for completion of the Permitting, Final Design, Bidding and Negotiations and Construction Administration for the project through to its successful completion and acceptance by the CLIENT.

Services for permitting, design and construction administration for the following project elements are included as part of the scope of services in this proposal:

- Addition of fixed timber docks and accessories to complete docks G, H and I to include 12 additional slips in a configuration approved by the CLIENT using heavy timber construction similar to that used for Docks A through F.
- Dock utilities to serve the 12 new slips including potable water and electrical power systems.

BASIC SERVICES

The following services are proposed:

PRELIMINARY DESIGN AND PERMITTING

After authorization to proceed with the Preliminary Design and Permitting, the ENGINEER shall:

- 1.1 *Assist the CLIENT with the coordination necessary to achieve final approval of the EA and issuance of a Finding of No Significant Impact (FONSI).*
- 1.2 *Provide technical criteria, written descriptions and design data, drawings and completed application forms for filing applications for securing the Major CAMA Permit and associated federal permits for the waterfront elements of the project. The applicable permits include the following:*
 - *Major CAMA Permit*
 - *U. S. Army Corps of Engineers Permits*
 - *401 Water Quality Certification*
- 1.3 *Assist the CLIENT with the coordination necessary to achieve final approval of the Major CAMA Permit and associated state and federal permits. This includes appearance on behalf of the CLIENT at meetings, conferences, and hearings as required during the CAMA permitting process.*

FINAL DESIGN

After written authorization to proceed with the Final Design, the ENGINEER shall:

- 2.1 *On the basis of approved Preliminary Design Documents, approved Major CAMA permit, and the revised opinion of Total Project Costs, prepare, for incorporation into the Contract Documents, final drawings to show the general scope, extent and character of the work to be furnished and performed by the contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute).*
- 2.2 *Advise the CLIENT of any changes in general scope, extent or character or design requirements of the project or construction costs. Furnish to the CLIENT a revised opinion of Total Project Costs based on the Drawings and Specifications and consultation with the contractor(s).*
- 2.3 *Prepare for review and approval by the CLIENT, their legal counsel and other advisors contract agreement forms, general conditions, supplementary general conditions, (all of which shall be consistent with the forms*

and pertinent guide sheets of the Engineer's' Joint Contract Documents Committee, EJCDC), and assist in the preparation of other related documents as specifically required by the CLIENT.

- 2.4 Furnish the above documents and the Drawings and Specifications and present and review them in person with the CLIENT.

BIDDING AND NEGOTIATION

After written authorization to proceed with the bidding and negotiation, the ENGINEER shall:

- 3.1 Assist CLIENT in advertising for and obtaining bids for construction including materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conference and receive and process deposits for Bidding Documents.
- 3.2 Issue Addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 3.3 Consult with and advise the CLIENT as to acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 3.4 Consult with the CLIENT concerning and determine the acceptability of substitute materials and equipment proposed by the contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 3.5 Attend the bid opening, prepare bid tabulation sheets and assist the CLIENT in assembling and awarding contracts for construction, materials, equipment or services. Issue Notice of Award. Prepare contract documents for execution by CLIENT and Contractor. Issue notice of award.

CONSTRUCTION ADMINISTRATION

- 4.1 *General Administration of the Construction Contract.* The project team shall consult with and advise the CLIENT and act as their representative as provided in the Standard General Conditions of the Construction Contract. The extent and limitations of the duties of the ENGINEER as assigned in the Standard General Conditions shall not be modified, except as the ENGINEER may agree to in writing. All of CLIENT's instructions to the contractor shall be issued through the ENGINEER who will have the authority to act on behalf of the CLIENT to the extent provided in the Standard General Conditions except as otherwise provided in writing.
- 4.2 *Visits to the Site and Observation of Construction.* The ENGINEER shall make visits to the site at intervals appropriate to the various stages of Construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the contractor(s)' work. Based on information obtained during the site visits and on observations by other members of the project team, the ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the ENGINEER shall keep the CLIENT informed of the progress of the work.

- 4.3 *Defective Work.* During such site visits and on the basis of observations of the work, the ENGINEER may disapprove of or reject the contractor(s)' work while it is in progress if ENGINEER believes the work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
- 4.4 *Interpretations and Clarifications.* The ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection herewith prepare work directive changes or change orders as required.
- 4.5 *Shop Drawings.* ENGINEER shall review and approve (or take action to obtain review and approval by the appropriate member of the project team) Shop Drawings, samples and other data which contractor(s) is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 4.6 *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor(s).
- 4.7 *Inspections and Tests.* ENGINEER shall have authority, as representative of the CLIENT, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with the Contract Documents).
- 4.8 *Disputes Between CLIENT and Contractor.* ENGINEER shall act as the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 4.9 *Applications for Payment.* Based on the ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, the ENGINEER shall determine the amounts owing to the contractor(s) and recommend in writing payments to the contractor(s).
- 4.10 *Inspections.* ENGINEER shall conduct an inspection of the work to determine if the work is Substantially Complete and a final inspection to determine if the work is acceptable so that a recommendation can be made in writing to the CLIENT for final payment to the Contractor.
- 4.11 *Limitations of Responsibilities.* The ENGINEER shall not be responsible for the acts or omissions of any contractor, or of any subcontractor or supplier, or any of the contractor(s)' or subcontractor's or supplier's agents or employees or any person (except ENGINEER'S own employees or agents) at the site or otherwise furnishing or performing any of the contractor(s)' work; however, nothing contained in paragraphs 4.1 through 4.11, inclusive, shall be construed to release the ENGINEER from liability for failure to properly perform duties and responsibilities assumed by the ENGINEER in the Contract Documents.

ADDITIONAL SERVICES

The work described in the scope of services, paragraphs 1.1 through 4.11 does not include work in the following categories of work. Work in these categories or other services requested by the CLIENT shall be considered Additional Services.

If the CLIENT wishes the ENGINEER to perform any of the following Additional Services, the CLIENT shall so instruct the ENGINEER in writing and ENGINEER shall perform or obtain from others such services and will be paid for as provided in the Agreement for Services between CLIENT and Engineer for Professional Services.

- Preparation of applications and supporting documents for governmental financial support of the project.
- Services resulting from significant changes in the general scope, extent or character of the project, or major changes in the documentation previously accepted by the CLIENT where changes are due to causes beyond the Engineer's control.
- Providing renderings or models.
- Geotechnical studies of soil characteristics and pile capacities.
- Preparing documents for alternate bids requested by the CLIENT for work which is not executed or for out of sequence work.
- Detailed consideration of operations, maintenance and overhead expenses; value Engineering and the preparation of rate schedules, earnings and expense statements, cash flow and economic evaluations, feasibility studies, appraisals and valuations.
- Furnishing the services of environmental scientists, biologists, fisheries scientists, chemical analysis laboratories or other specialized scientific testing, evaluations or services not specifically included in the scope of services.
- Services in connection with staking out work of contractor(s).
- Preparation of operations and maintenance manuals.
- Preparing to serve or serving as a consultant or witness in any litigation, arbitration, or other legal or administrative proceeding except where required by the scope of services.
- The services of the independent cost estimator shall be Additional Services.

FEE PROPOSAL

Fees are proposed on a lump sum basis. Lump sum fees for the tasks described in the Scope of Work are provided below. In lieu of tracking telephone, plotting and copying costs, those expenses will be billed at a rate of 5 percent of the labor costs and shown on each invoice. Shipping expenses will be billed at cost. Travel mileage is billed at the prevailing IRS rate.

The ENGINEER would expect to start services promptly after terms and conditions of the Agreement for Services are agreed upon, the agreement executed and the notice to proceed issued.

The time schedule for completion of the work is based on the need for the project to be substantially complete by January 1, 2011 taking into consideration the time required for completion of services in this scope of work.

The following fees are proposed:

PRELIMINARY DESIGN & PERMITTING

Task 1.1	Complete negotiations for EA Approval	\$0.00
Task 1.2	Prepare Major CAMA Permit Documents	\$2,000.00
Task 1.3	Major CAMA and Corps of Engineers Permitting	<u>\$500.00</u>
	5% of Labor for Expenses	\$125.00
	Estimate of Reimbursable Expenses	<u>\$500.00</u>
	Subtotal	\$3,125.00

FINAL DESIGN

Tasks 2.1 – 2.4	Prepare Construction Documents	\$11,817.00
	5% of Labor for Expenses	\$590.85
	Estimate of Reimbursable Expenses	<u>\$500.00</u>
	Subtotal	\$12,907.85

BIDDING AND NEGOTIATION

Tasks 4.1 – 4.4	Bidding and Negotiations	\$2,850.00
	5% of Labor for Expenses	\$142.50
	Estimate of Reimbursable Expenses	<u>\$200.00</u>
	Subtotal	\$ 3,192.50

CONSTRUCTION ADMINISTRATION

Tasks 4.1-4.12	Construction Administration	\$8,800.00
	5% of Labor for Expenses	\$440.00
	Estimate of Reimbursable Expenses	<u>\$1,800.00</u>
	Subtotal	\$11,040.00

PROJECT TOTAL **\$30,265.35**



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: 04-29-10
Subject: Amend Chapter 18, Section 18-129 – Two-hour parking areas and create Section 18-129.1 – Three-hour parking areas.

Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move Council adopt an ordinance to amend Chapter 18, Section 18-129 – Two-hour parking areas and create Section 18-129.1 – Three-hour parking areas to include portions of Main Street between Gladden Street to just east of Market Street and Market Street from Water Street to Second Street.

BACKGROUND AND FINDINGS:

This amendment is at the request of the Washington Harbor District Alliance (see attached letter dated April 28, 2010, along with map of sign locations).

Attached is the amended portion of the ordinance for your consideration.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance to amend Chapter 18, Section 18-129, Two-hour parking areas and create Section 18-129.1 – Three-hour parking areas.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Concur _____ Recommend Denial _____ No Recommendation 10/5/10 Date

**AN ORDINANCE TO AMEND CHAPTER 18,
SECTION 18-129: TWO-HOUR PARKING AREAS AND
CREATE SECTION 18-129.1: THREE-HOUR PARKING AREAS,
OF THE WASHINGTON CITY CODE**

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

Section 1. That Chapter 18 Section 18-129 – Two-hour parking areas, be amended to remove the following:

Sec. 18-129 (b)

East Main Street (north side), from Market Street to 116 East Main Street, 8:00 a.m. to 5:00 p.m., Mondays through Saturdays

East Main Street (south side), from Market Street to 139 East Main Street, 8:00 a.m. to 5:00 p.m., Mondays through Saturdays

Market Street (both sides), between 2nd Street and Water Street, 8:00 a.m. to 5:00 p.m., Mondays through Saturdays

West Main Street (both sides), between Gladden Street and Market Street, 8:00 a.m. to 5:00 p.m., Mondays through Saturdays

Section 2. That Chapter 18 Section 18-129.1 – Three-hour parking areas, be created to add the following:

Sec. 18-129.1

(a) Areas designated as two-hour parking areas shall be properly marked by adequate signs. Unless otherwise stated below, no person shall park a vehicle for longer than three (3) hours between 8:00 a.m. and 5:00 p.m., except on Sundays and public holidays, upon any of the streets or areas designated in this section. The changing of the position of a vehicle from one (1) point directly to another point in the same block shall be deemed one (1) continuous parking period.

(b) East Main Street (north side), from Market Street to 116 East Main Street

East Main Street (south side), from Market Street to 139 East Main Street

Market Street (both sides), between 2nd Street and Water Street

West Main Street (both sides), between Gladden Street and Market Street

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective June 1, 2010.

This the 10th day of May 2010.

Mayor

ATTEST:

City Clerk

Washington Harbor District Alliance

PO Box 1988 102 E. 2nd St. Suite 311A Washington, NC 27889
Phone 252.946.3969 email: dwow@washingtononthewater.com

April 28, 2010

Dear Honorable Mayor and Members of City Council,

The Merchants of Downtown Washington are now operating as a committee under the Washington Harbor District Alliance organization.

Chief Mick Reed of the Washington Police Department met with the downtown merchants at the merchants meeting on February 9, 2010. The parking situation downtown was discussed. Some merchants felt that the two hour parking restriction does not allow enough time for consumers to stay downtown to eat and shop. Different scenarios were discussed concerning this situation. The large number of merchants attending unanimously voted in favor of changing the two hour parking restrictions to three hours. The merchants asked WHDA, as a representative of the merchants, to present their recommendation to City Council.

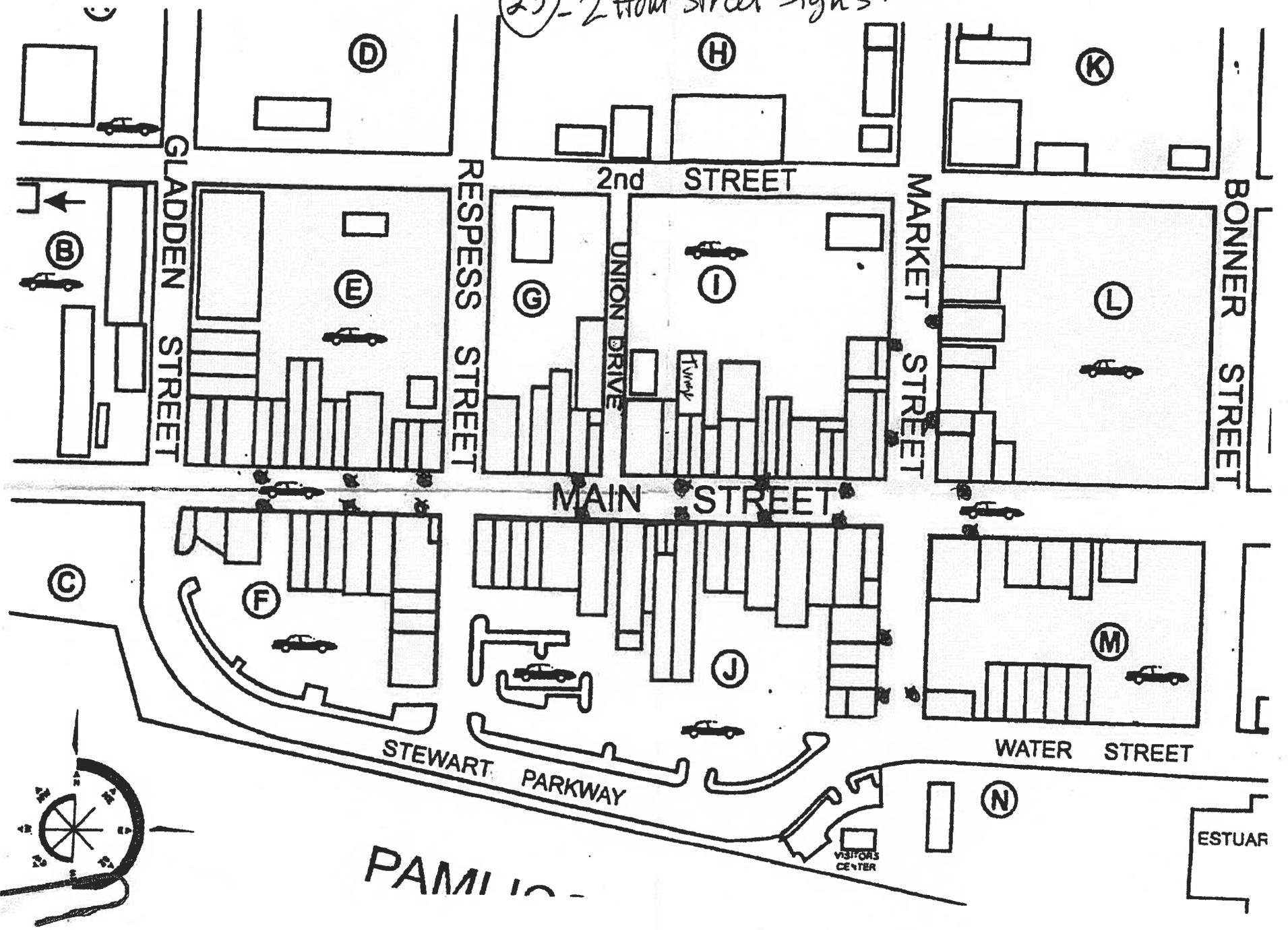
WHDA requests that the Mayor and Council Members consider changing the two hour parking restrictions on Market Street and Main Street to three hour parking restrictions. There are 23 parking signs that would need to be adapted.

Sincerely,



Beth Byrd
Director, Washington Harbor District Alliance

(23) - 2 Hour Street Signs.





City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: May 10, 2010
Subject: Washington Township EMS Services Agreement
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the City Manager to enter into a one year EMS services agreement with Beaufort County to provide services in the Washington Township.

BACKGROUND AND FINDINGS:

County Manager Paul Spruill has indicated the following: County EMS in unincorporated areas has benefitted in recent years from at least two well organized nonprofits operated by corporate boards. Both boards have demonstrated careful thought (from time to time) about increased economies of scale by expanding the services of their respective nonprofits. Evidence of this exists with Broad Creek EMS's expansion to the north into the Pinetown area and Chocowinity EMS's expansion to the east in the Blounts Creek area. Both nonprofits are healthy and at least one of them (in recent months) has indicated an interest in competing for larger unincorporated responsibilities where feasible due to the opening of the Highway 17 bypass.

The current five year agreement expires on June 30th, 2010. The proposed contract represents an approximate 2% increase over the previous five-year contract. We had hoped for a five-year extension with a built in annual CPI inflator or actual cost annual inflator. The one-year extension gives us the opportunity to negotiate for a longer extension and to identify a future agreed-upon cost of service basis.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

Note that the proposed 2010/2011 budget reflects \$148,510 and will be adjusted to \$126,944 during the budget process.

SUPPORTING DOCUMENTS

Service agreement & cost calculation

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review:  _____ Concur _____ Recommend Denial _____ No Recommendation
 Date May 10, 2010

**NORTH CAROLINA
BEAUFORT COUNTY**

THIS CONTRACT is made and entered into effective as of the 1st day of July, 2010, by and between the **CITY OF WASHINGTON**, a municipal corporation organized under the laws of the State of North Carolina (“**CITY**”), and **BEAUFORT COUNTY**, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina (“**COUNTY**”).

WITNESSETH

WHEREAS, North Carolina General Statute § 160A-11, 160A-461, and 153A-250 authorize municipalities and counties to contract for emergency medical services (“**EMS**”), including ambulance services.

WHEREAS, the **COUNTY** has negotiated with the **CITY** to obtain EMS, including ambulance services, under the terms and conditions contained herein.

NOW THEREFORE, pursuant to said relevant statutory authority, and for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows.

A. **SERVICES.** The **CITY** agrees to provide EMS to the extent of the certifications of the responding crew(s) to those parts of Beaufort County currently designated as the Old Ford Fire District and the Clark’s Neck Fire District. Upon receipt of a request for EMS in the aforementioned areas, the **CITY** shall dispatch an EMS vehicle with a crew of two (2) Emergency Medical Technicians, if available. The dispatched crew(s) shall render said EMS to the limit of their certifications and, in the event further medical treatment is required, transport those patients requiring further medical treatment via the EMS vehicle to the nearest hospital. Said EMS crew(s) shall not be responsible for fire control, rescue, or other activities not directly involving patient care.

B. **EMS FEES.** There shall be an EMS fee for each person who is provided emergency medical services and/or transported by the EMS vehicle. Said fees shall be subject to change and approval by the Washington City Council. Said fees shall be billed and collected by the **CITY** through its standard medical billing procedure. All funds collected by the **CITY** for services rendered shall be retained by the **CITY**.

C. **TERM.** The term of this Contract shall be for one (1) year, beginning on the 1st day of July, 2010 and ending on the 30th day of June, 2011 unless sooner terminated as provided for herein.

D. **COST OF EMS AND COUNTY PAYMENT.** **CITY** and **COUNTY** shall share the cost of maintaining EMS through **CITY**’s General Fund – Department 5310. The **COUNTY**’s share of said cost shall be \$126,944.00. Said amount shall be due and payable from the **COUNTY** to the **CITY**, in advance and in equal quarterly installments, on July 1st, October 1st,

January 1st, and April 1st.

F. **EFFECT.** Upon acceptance and execution of this Contract by both parties, all previous EMS contracts between the CITY and the COUNTY for said areas shall be null and void.

IN WITNESS WHEREOF, after due authority given, the COUNTY has caused this Contract to be signed in its name by its Manager, and attested by its Clerk, and the CITY has caused this Contract to be signed in its name by its Manager, and attested by its Clerk.

PRE-AUDIT CERTIFICATE

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

Jim W. Chrisman, Finance Officer
Beaufort County

ATTEST:

BEAUFORT COUNTY

Sharon Singleton, Clerk

Paul Spruill, Manager

COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

I, _____, a Notary Public of the State and County aforesaid, certify that Sharon Singleton personally appeared before me this day and acknowledged that she is Clerk of Beaufort County, a political subdivision of the State of North Carolina, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Paul Spruill, its Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 2010.

NOTARY PUBLIC

My Commission expires: _____.

PRE-AUDIT CERTIFICATE

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

Matt Rauschenbach, Chief Finance Officer
City of Washington

ATTEST:

CITY OF WASHINGTON

Cynthia S. Bennett, City Clerk

James C. Smith, Jr., Manager

COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

I, _____, a Notary Public of the State and County aforesaid, certify that Cynthia S. Bennett personally appeared before me this day and acknowledged that she is City Clerk of the City Of Washington, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by James C. Smith, Jr., its Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 2010.

NOTARY PUBLIC

My Commission expires: _____.

Proposed Budget (before final adjustments in insurance, 401k, & electric cost)

FIRE DEPARTMENT

Account #	Account Description	Budget	Allocated	%	Basis
10-10-4340-0200	SALARIES	1,046,137	47,958	32.4%	Chief & Deputy Chief 32.4%, Admin Clerk 25%
10-10-4340-0201	SALARIES - OVERTIME	11,305			
10-10-4340-0205	SALARIES - LONGEVITY	5,051	232		
10-10-4340-0400	PROFESSIONAL SERVICES	12,065	553		
10-10-4340-0500	F.I.C.A. TAXES	81,281	3,726		
10-10-4340-0600	GROUP INSURANCE	201,392	9,232		
10-10-4340-0700	RETIREMENT CONTRIBUTIONS	68,637	3,147		
10-10-4340-0701	401K CONTRIBUTIONS	35,775	1,640		
10-10-4340-0702	VOLUNTEER PENSION FUND CONTRIB	600			
10-10-4340-1100	TELEPHONE	6,704	2,174	32.4%	# of employees (12 of 37)
10-10-4340-1200	PRINTING & PUBLISHING	600			
10-10-4340-1300	WATER & ELECTRIC SERVICES	45,000	14,595	32.4%	# of employees
10-10-4340-1301	FIRE HYDRANTS & WATER	13,660			
10-10-4340-1400	EMPLOYEE DEVELOPMENT	7,631	2,475	32.4%	# of employees
10-10-4340-1500	MAINT/REPAIR BUILDING	12,000	3,610	30.1%	Sq Footage
10-10-4340-1600	MAINT/REPAIR EQUIPMENT	6,200			
10-10-4340-1602	MAINT/REPAIR RADIO	12,852			
10-10-4340-1604	MAINT/REPAIR OFFICE EQUIP	4,500	1,459	32.4%	# of employees
10-10-4340-1700	MAINT/REPAIR VEHICLES	28,800			
10-10-4340-2600	EMPLOYEE ADVERTISEMENT	250			
10-10-4340-3300	DEPARTMENTAL SUPPLIES	4,000			
10-10-4340-3600	UNIFORMS	6,750			
10-10-4340-3601	SAFETY SHOES	1,400			
10-10-4340-3602	SAFETY EQUIPMENT	4,200			
10-10-4340-4500	CONTRACT SERVICES	1,200			
10-10-4340-5300	DUES & SUBSCRIPTIONS	1,827			
10-10-4340-5400	INSURANCE DEDUCTIBLE				
10-10-4340-5600	MATERIALS	10,000			
10-10-4340-5601	MATERIALS-PUBLIC EDUCATION	500			
10-10-4340-7000	NONCAPITALIZED PURCHASES	5,500			
	CAPITAL OUTLAY	42,000			
10-10-4340-9000	DEBT PAYMENT RURAL FIRE DEPTS	1,125			
10-10-4340-9800	VOLUNTEER EXPENSES	3,650	-		
Total Fire Department		1,682,592	90,801		

Proposed Budget (before final adjustments in insurance, 401k, & electric cost)

EMS

Account #	Account Description	Budget	Allocated	
10-10-4341-0200	SALARIES	411,842	443,040	4 dedicated FTE/shift @ \$17.75/hr
10-10-4341-0201	SALARIES - OVERTIME	4,726	4,726	
10-10-4341-0205	SALARIES - LONGEVITY	1,877	2,019	
10-10-4341-0400	PROFESSIONAL SERVICES	1,169	1,169	
10-10-4341-0500	F.I.C.A. TAXES	32,011	34,436	
10-10-4341-0600	GROUP INSURANCE	72,132	77,596	
10-10-4341-0700	RETIREMENT CONTRIBUTIONS	27,032	29,080	
10-10-4341-0701	401K CONTRIBUTIONS	14,175	15,249	
10-10-4341-1100	TELEPHONE	6,100	6,100	
10-10-4341-1200	PRINTING & PUBLISHING	300	300	
10-10-4341-1400	EMPLOYEE DEVELOPMENT	1,950	1,950	
10-10-4341-1600	MAINT/REPAIR EQUIPMENT	1,000	1,000	
10-10-4341-1602	MAINT/REPAIR RADIO	1,000	1,000	
10-10-4341-1700	MAINT/REPAIR VEHICLES	17,250	17,250	
10-10-4341-3300	DEPARTMENTAL SUPPLIES	1,000	1,000	
10-10-4341-3301	EMS MEDICAL SUPPLIES	32,000	32,000	
10-10-4341-3401	EMS BILLING SUPPLIES		-	
10-10-4341-3600	UNIFORMS - EMPLOYER'S SHARE	2,600	2,600	
10-10-4341-3601	SHOES - EMPLOYER SHARE	450	450	
10-10-4341-3602	SAFETY EQUIPMENT	1,000	1,000	
10-10-4341-5300	DUES & SUBSCRIPTIONS	650	650	
10-10-4341-5400				
10-10-4341-5600	MATERIALS	1,000	1,000	
10-10-4341-7000	NONCAPITALIZED PURCHASES	2,000	2,000	
10-10-4341-7400	CAPITAL OUTLAY		-	
10-10-4341-7401				
10-10-4341-4500	CONTRACT SERVICES- EMS BILLING/COLLECTIONS	33,750	33,750	
Total EMS Department		667,014	675,615	

Proposed Budget (before final adjustments in insurance, 401k, & electric cost)

Other Related Costs:

Dispatch	408,769	28,614	7.0%	E911
Accounting		11,726		3% of City budget
IT/Computer Support		7,975		# computers (manager's salary only)
Purchasing		2,295	1.3%	
HR/Admin		32,019		# EMS employees
EMS Vehicle Replacement Cost		96,351		Attached Schedule
Communication Equipment Replacement Cost	18,800	6,097	32.4%	# of employees
Training		18,346		Medicaid Cost Report
Workers Comp Insurance	300,000	14,908	5.0%	Claims allocation based on risk factor & # employees
PC&L Insurance	473,000	40,099	8.5%	Property Value
OPEB	165,400	13,058	7.9%	
Roof replacement station #1	42,000	469	27.9%	Sq Footage, 25 year life
Computer Software & Hardware Depreciation	-	9,123		Medicaid Cost Report
Total Other Related Costs	6,188,789	281,081		
Grand Total EMS Direct & Allocated		1,047,497		
Beaufort County Portion		190,644	18.2%	% of EMS Calls
Pro-rata collections	350,000	(63,700)	18.2%	% of EMS Calls
Base year 2010/2011		126,944		
Current agreement		124,261		
Base year 2010/2011		126,944	2.2%	



City of Washington

P.O. Box 1988, Washington, NC 27889-1988
102 E. 2nd St - Telephone 252 975-9300 - Fax 252 946-1965

MEMORANDUM

DATE: May 10, 2010
TO: Mayor and City Council
FROM: Matt Rauschenbach
SUBJECT: Notice of Contingent Award of Recovery Zone Bond Capacity

Please find attached award letter from the Department of Commerce.



RECEIVED APR 28 2010

North Carolina
Department of Commerce
Commerce Finance Center

Beverly Eaves Perdue, Governor
J. Keith Crisco, Secretary

Stewart J. Dickinson, Director

April 23, 2010

To: City of Washington

Re: Notice of Contingent Award of Recovery Zone Bond Capacity

The North Carolina Tax Reform Allocation Committee [the "TRAC"] awarded you \$5,977,984 of Recovery Zone Economic Bond capacity contingent on the following:

This allocation is subject to the representations made in your application documents and otherwise. Additionally, this allocation must be used on or before July 18, 2010, which is 90 days from the date of the TRAC's allocation decision, unless an extension on this deadline is approved by the TRAC in its sole discretion. If the full amount of this allocation has not been used on or before July 18, 2010 (unless otherwise extended), then the portion of the allocation that has not been used shall be deemed not to have been allocated to you in the first instance, such that said unused (and therefore unallocated) bond capacity shall become immediately available to the TRAC for reallocation to any entity, in the TRAC's sole discretion. For the purposes of this allocation, a portion of the allocation is considered "used" when bonds that utilize that portion of the allocated capacity are actually issued and written notice is provided to and received by the North Carolina Department of Commerce, Commerce Finance Center (301 North Wilmington St., Raleigh, NC 27601), of: (i) the date of the bond issuance; and (ii) the total amount of the bonds actually issued. An allocation will not be considered "used" if bonds have not been issued by the 90-day deadline (unless otherwise extended).

Additionally, you are cautioned to ensure that all projects are in full compliance with all applicable laws, rules, regulations and requirements, including, without limitation, requirements specific to Recovery Zone Bonds projects found at <http://www.irs.gov/taxexemptbond/article/0,,id=206034.00.html>; 04 N.C.A.C. 1H. 0401 to .0404; the American Recovery and Reinvestment Act of 2009 and its implementing rules, regulations and requirements; and the applicable local jurisdiction's approval requirements. The TRAC's decision to allocate bond capacity to you is not (and shall not be construed as or relied upon as) a statement or decision that any particular project in fact complies with any or all applicable laws, rules, regulations or requirements. To the contrary, you must seek out and retain your own independent legal counsel (to the extent this has not already happened) to help ensure that all applicable requirements regarding these bonds are followed.

City of Washington – Recovery Zone Economic Development Bond Projects

Police Station Relocation - \$1,000,000

Replace Roof on Fire State #1 - \$42,000

Replace Roof on Bobby Andrews Recreation Center - \$15,984

City Hall renovations - \$250,000

Old City Hall renovations - \$50,000

Fiber Network - \$70,000

Storm Water Drainage Improvements - \$4,475,000

Haven's Garden Walkway - \$75,000

Total Bond Reallocation Request - \$5,977,984



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O. *MR*
Date: April 29, 2010
Subject: Banking Resolution for ECB and First Citizens Bank.
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council adopt two Corporate Banking Resolutions for the purpose of maintaining accounts at First Citizens Bank and East Carolina Bank so that idle City funds may be invested to maximize interest earnings.

BACKGROUND AND FINDINGS:

The purpose of this Council Action is to adopt two Corporate Banking Resolutions, one with First Citizens Bank and the other with East Carolina Bank. This will allow the City Manager, CFO, Assistant Finance Director, and City Accountant to maintain accounts at these banks for investment of idle City funds.

Attached are the respective resolutions and signature cards.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account _____) _____ Requires additional appropriation
 No Fiscal Impact in FY 08/09 budget; will be paid out of FY 09/10 budget.

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JPS* Concur _____ Recommend Denial _____ No Recommendation
6/2/10 Date May 10, 2010



**First Citizens
Bank**

**CERTIFIED COPY OF CORPORATE RESOLUTIONS
For Accounts, Borrowing, and Other Transactions**

CITY OF WASHINGTON

Name of Corporation

566-00-1364

TIN Number

I, the undersigned, hereby certify to First-Citizens Bank & Trust Company that I am the duly elected and qualified _____ Secretary of the above-named Corporation, which Corporation is duly organized and existing under the law of the State of _____ NC; that the following is a true copy of resolutions duly adopted by the Board of Directors (or by the incorporator(s) if permitted by applicable law) of this Corporation effective on 5/10/10, either at a duly authorized and held meeting of the Board of Directors (or incorporator(s), as applicable) at which a quorum was present and proper notice was given, or by unanimous written consent; and that such resolutions have not been amended or rescinded;

DEPOSIT RELATIONSHIP

RESOLVED, that First-Citizens Bank & Trust Company ("Bank") be and it hereby is designated a depository of this Corporation with authority to create deposit accounts of all types with the Corporation and to accept at any time and from time to time for credit of the Corporation checking, savings, and all other types of deposits by whomsoever made of funds in whatever firm and in whatever manner endorsed, and Bank be and it hereby is authorized and directed to pay or otherwise honor or apply without inquiry and without regard to the application of the proceeds thereof, checks, drafts, notes, bills of exchange, acceptances, undertakings, and other instruments or orders for the payment, transfer, or withdrawals of money for whatever purpose and to whomsoever payable, including those drawn to the individual order of a signer, whether tendered for cashing, in payment of individual obligations of such signer, or for deposit to his individual account or any other use or disposition and, further, Bank is given authority to honor the endorsement of checks, drafts, notes, or all other types of instruments payable or belonging to this Corporation, whether such endorsement be made manually, by endorsement stamp or otherwise and whether for deposit, for collection or otherwise and to receive cash or part cash for same or to make "less cash" deposits, receiving cash for part or all of the amount of such checks and depositing the balance, if any, when such instruments are signed, accepted, or endorsed whether by stamp, manual, or facsimile signatures by any of the following indicated officers, persons from time to time holding the following indicated offices, or agents of the Corporation and the Corporation assumes full responsibility for any and all payments made by Bank in reliance upon the manual stamp or facsimile signature(s) of said officers, persons, or agents and agrees to indemnify and hold harmless Bank against any and all loss, cost, damage, or expense suffered or incurred by Bank arising out of the misuse or unlawful or unauthorized use by any person of such stamp or facsimile signature(s), the current officers, authorized persons, or agents shown hereinafter:

Name	Title
<u>James C. Smith</u>	<u>City Manager</u>
<u>Matt Rausehenbach</u>	<u>CEO / Assistant City Manager</u>
<u>Anita Radcliffe</u>	<u>Assistant Finance Director</u>
<u>Tammy Swindell</u>	<u>Accountant</u>

BORROWING RELATIONSHIP

RESOLVED FURTHER, that any of the following indicated officers or persons from time to time holding the said office of this Corporation or agents or other authorized persons be, and they hereby are, authorized to arrange for the borrowing of and to borrow or otherwise obtain credit from time to time from First-Citizens Bank & Trust Company ("Bank") such sums upon such terms and conditions as to time of payment of repayment, rate of interest, and security therefor as they may determine and the said officers, persons or agents be, and they hereby are, authorized to execute and deliver in the name and on behalf of this Corporation notes, credit agreements and any and all other agreements and evidences of indebtedness with respect to all sums so borrowed or credit otherwise obtained; and such officers, persons or agents further are authorized as follows: (a) to obtain credit from Bank by the use of a Master Card/Visa Card or other credit card issued by Bank, in such sums as may seem advisable to such officers, persons or agents, and upon such terms as may be prescribed by Bank, to designate other persons not so designated below to use a Master Card/Visa Card or other credit card in the name of and on behalf of this Corporation, to designate to Bank other persons to whom Bank may issue a Master Card/Visa Card or other credit card on behalf of this Corporation, to execute applications and agreements of any type in connection therewith on behalf of the Corporation, and to repay to Bank the indebtedness and obligations incurred by the use of said credit cards, whether or not credit was extended for a purpose authorized by this Corporation; (b) to obtain credit from Bank under one or more revolving lines of credit (including but not limited to Checkline Reserve) offered or issued by Bank, in such sums as may seem advisable to such officers, persons, or agents, and upon such terms as may be prescribed by Bank, to sign or to designate such persons not so designated below to sign checks or other items drawn on the Corporation's checking account which may activate loans under such revolving lines of credit and to sign special (direct advance) checks or other instruments which will activate loans under such revolving lines of credit, to execute applications and agreements of any type in connection therewith on behalf of Corporation, to repay Bank the indebtedness and obligations incurred under such revolving lines of credit, whether or not credit was extended for a purpose authorized by this Corporation; (c) to pledge, assign, convey and/or transfer the property of the Corporation to Bank as security for such borrowing, revolving lines of credit and credit arrangements and to execute and deliver security agreements, deeds of trust, and other security instruments whether of obligation or hypothecation which they may determine necessary or appropriate in the implementation of the borrowing authority hereby or belonging to the Corporation and have full authority to endorse, assign, and guarantee the same, on behalf of the Corporation. Bank is authorized and directed to pay the proceeds of any such loans, lines of credit or other borrowings or credit arrangements as directed by the persons so authorized whether to the order of said persons in their individual capacities, for deposit to their individual credit or to be applied or deposited in any manner for their individual credit in any manner for their individual credit

Name	Title
<u>James C. Smith</u>	<u>City Manager</u>
<u>Matt Rausehenbach</u>	<u>CEO / Assistant City Mgr.</u>
<u>Anita Radcliffe</u>	<u>Assistant Finance Director</u>
<u>Tammy Swindell</u>	<u>Accountant</u>

MISCELLANEOUS BANKING RELATIONSHIPS

RESOLVED FURTHER, that any of the following indicated officers, persons from time to time holding the said office of this Corporation, agents, or other authorized persons are authorized for the account of the Corporation: (a) to apply for and receive letters of credit and from time to time to increase the amount, extend the date of expiration or amend the terms of any outstanding letters of credit; (b) to execute and deliver all necessary and proper documents in connection with any transaction with Bank; (c) to execute and deliver indemnity agreements, acceptance agreements, guarantees for missing documents or other guarantees, acceptances, trust receipts and other forms of security agreements; (d) to order payments against receipt of shipping and other documents; (e) to purchase certificates of deposit, bonds, securities and all other types of intangible personal property from Bank; (f) to execute and deliver to Bank night depository agreements, to designate from time to time the officers, employees and agents empowered to act on behalf of the Corporation in connection therewith and to revoke such designations; (g) to execute and deliver to Bank safe deposit box agreements, to designate from time to time the persons empowered to have access to any safe deposit box and to revoke such designations; (h) to enter into any and all other types of transactions with Bank for which Bank is authorized to transact in its normal course of business; and (i) to contract with Bank for the rendition of any services offered by Bank:

Name	Title
<u>James C. Smith</u>	<u>City Manager</u>
<u>Math Rauschenbach</u>	<u>CEO / Assistant City Manager</u>
<u>Anita Radcliffe</u>	<u>Assistant Finance Director</u>
<u>Tammy Swindell</u>	<u>Accountant</u>

RESOLVED FURTHER, that all officers, agents or other persons authorized to conduct and/or initiate banking transactions pursuant to the resolutions herein are authorized to use any means of electronic banking or account management products or services offered by Bank with respect to the account(s) of the Corporation and that the provisions contained in Bank's Deposit Account Agreement and/or other agreements specific to a particular electronic product or service, including, without limitation, the provisions concerning the binding effect of transactions conducted or instructions given electronically with respect to the Corporation's account(s), are expressly approved and the Corporation assumes full responsibility for any and all such electronic transactions and instructions and agrees to indemnify and hold Bank harmless against any and all loss, cost, damage, or expense suffered or incurred by Bank arising out of Bank's honoring such electronic transactions or instructions.

RESOLVED FURTHER, that the Corporation recognizes and agrees that maintenance, service charges and other fees pursuant to the rules and regulations of Bank may be charged and deducted from the Corporation's account(s) and that Bank shall have right of setoff as to any and all indebtedness and liability of Corporation to Bank however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, due or to become due and said setoff authority may be exercised without prior notice, and when charges or other deductions are made from said account(s), Bank shall not be liable for dishonoring items where the making of such a charge, setoff or other deduction results in there being insufficient funds in Corporation's account to honor such items; and

RESOLVED FURTHER, that the Secretary or an Assistant Secretary of Corporation shall certify to Bank the names of the presently duly elected and qualified officers of this Corporation and shall from time to time hereafter as changes in the personnel of said officers are made, immediately certify such changes to Bank, and Bank shall be fully protected in relying on the certifications of any individual who purports to be the Secretary or Assistant Secretary and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any officer so certified or refusing to honor any signature not so certified, and Corporation shall be bound by Bank's honoring the signature of any corporate employee or agent or any other individual, authorized or unauthorized, as maker, endorser, drawer or in any other capacity unless Bank receives written notice of any claim, dispute or difference with regard to said signature, endorsement or other transaction within thirty (30) days or such longer time as required by applicable law, after the first statement, notice, or items showing irregularity shall have been sent or made available to Corporation. Corporation shall not be relieved of the duty to examine and report or of the stated consequences thereof by reason of the fact that the statement, notice, or any item or items were not sent or made available unless the Corporation notifies Bank of that fact within fifteen (15) days of the date upon which the same are customarily so sent or made available and Corporation shall be bound by the contents of such statements and items forwarded to the corporate address of the Corporation; and

RESOLVED FURTHER, that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission has been received by Bank and that receipt of such notice shall not affect any action taken by Bank prior thereto; and,

RESOLVED FURTHER, that the foregoing authority shall not be limited to the above identified or described officers, agents or other representatives of the Corporation but shall extend to such additional or different individuals as are named as being so authorized in any letter, form or notice signed by any officer, agent or other representative of the Corporation identified or described above in each category or who is allowed to make said transactions by Corporation; and

RESOLVED FURTHER, that the Corporation agrees that in the event a question or dispute arises concerning the authority of one or more individuals to transact business on behalf of the Corporation, Bank shall have the option either: (1) to rely on the most recent resolution, certification, or notice furnished to Bank by an individual purporting to have authority for the Corporation; or (2) to freeze accounts, close accounts to posting, refuse to honor items, place stop payment orders on items and otherwise refuse to allow any transaction or to do any further business with respect to the Corporation or any of its accounts until such questions or dispute is resolved to the satisfaction of the Bank; and Bank shall be fully protected in taking either course of action or a combination thereof and shall be indemnified and saved harmless from any claims, demands, losses, damages, and expenses, including attorneys' fees, resulting from or growing out of the foregoing; and

RESOLVED FURTHER, that all transactions by any of the officers, employees, or other representatives of the Corporation, in its name and for its account or within the authority herein given if said authority had been in effect prior to this meeting be and the same are hereby approved and ratified; and,

RESOLVED FURTHER, that the foregoing resolutions together with any specific contract, account card or other writing shall be the agreement with Bank, and the Corporation agrees to be subject to Bank's rules and regulations as to each service or account; and except where initialed on the certified copy indicating one or more specific officer(s) or agent(s) to perform a specific function, any officer listed below shall have authority to transact the authorized business with Bank; and,

RESOLVED FURTHER, that the Secretary or an Assistant Secretary of the Corporation be, and hereby is authorized and directed to certify to Bank the foregoing resolution or resolutions and that the provisions thereof are in conformity with the charter and bylaws of the Corporation and that the foregoing resolutions and authority thereby conferred shall remain in full force and effect until this Corporation officially notifies Bank to the contrary in writing; and Bank may conclusively presume that all such resolutions are in effect and that the persons identified from time to time as officers of the Corporation by certificate of the Secretary or an Assistant Secretary of the Corporation, have been duly elected or appointed to and continue to hold such offices; and

RESOLVED FURTHER, that all previous banking resolutions in conflict herewith relating to Bank heretofore approved by the Board of Directors (or incorporator(s) as applicable) be, and the same hereby are superseded

I further certify that there is no provision in the charter or bylaws of the Corporation limiting the power of the Board of Directors (or incorporator(s)), as applicable, to pass the foregoing resolutions and that the same are in conformity with the provisions of said charter and bylaws. I further certify that the following are the names and official signatures of the present officers and other authorized persons of this Corporation:

NAME	OFFICIAL SIGNATURE
Mayor <u>Protem</u> <u>President</u>	_____
<u>Vice President</u>	_____
<u>Vice President</u>	_____
<u>Secretary</u>	_____
<u>Treasurer</u>	_____
<u>Asst. Treasurer</u>	_____
<u>Other</u>	_____

IN WITNESS WHEREOF, I have hereunto subscribed my name, this _____ day of _____

Secretary (Assistant Secretary)

566 00-1364
Federal Tax Identification Number



**First Citizens
Bank**

ACCOUNT SIGNATURE CARD

Acct # 0 [REDACTED] Acct Type **Business Prem MM Sav (2PMMS)**

Date Opened **02/16/2010**

Branch **440** Assoc Name **BECKY AVERY**

Current Date **02/16/2010**

CITY OF WASHINGTON

Account Ownership Designation (check all that apply):

- Corporation
- Joint Venture
- General Partnership
- Limited Partnership
- Fiduciary (Specify) _____
- Non-Profit Organization (Specify Type) _____
(e.g. religious, charitable, educational, scientific, literary, civic)
- Limited Liability Company
- Registered Limited Liability Partnership
- Unincorporated Business Owned By More than One Individual

Other (Specify) Municipal Government (Public Funds)

This account is subject to the provisions of the First Citizens Bank Deposit Account Agreement, as the same may be amended from time to time, and to applicable state and federal law, as the same may be amended from time to time. The undersigned acknowledge(s) receipt of the First Citizens Bank Deposit Account Agreement and confirm(s) that this is not a consumer account.

Each individual who signs below as Account Owner represents that he or she is the owner of this account (as in the case, for example, of a fiduciary account), or the duly authorized officer or representative of the Account Owner authorized to act on behalf of the Account Owner (if the Account Owner is not an individual).

Under penalties of perjury, I (the first signer below) certify that: (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; (3) I am a U.S. person (including a U.S. resident alien). (IRS regulations require you to strike out the wording in item (2) if you have been notified by the IRS that you are currently subject to backup withholding for failure to report all interest and dividends on your tax return.)

NOTE: The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Account Owner(s):

[REDACTED]

Signature:

Anita C. Radcliffe

Date:

2/16/10

Signature: _____

Date: _____

Signature: _____

Date: _____

Authorized Signers:

The Authorized Signers identified below are authorized signers only and have no ownership interest in this account. The Bank may honor the signature of any Account Owner or Authorized Signer in the transfer or payment of funds or the transaction of any business relating to this account

JAMES C SMITH

MATT RAUSCHENBACH

ANITA RADCLIFFE

TAMMY SWINDELL

James C Smith

Matt Rauschenbach

Anita Radcliffe

Tammy Swindell

EAST CAROLINA BANK - 02335050 US HWY 264PO
BOX 337ENGELHARD, NC 27824

OWNERSHIP OF ACCOUNT - PERSONAL

- INDIVIDUAL PERSONAL AGENCY (see below)
- JOINT - WITH SURVIVORSHIP (see below)
- JOINT - NO SURVIVORSHIP (as tenants in common)
- _____
- TRUST - SEPARATE AGREEMENT:
- PAYABLE ON DEATH (POD) DESIGNATION AS DEFINED IN THIS AGREEMENT (Name and Address of Beneficiaries):

BANK JOINT ACCOUNT WITH RIGHT OF SURVIVORSHIP G.S. 553-146.1

We, the undersigned, understand that by establishing a joint account under the provisions of North Carolina General Statute 553-146.1 that:

1. The bank may pay the money in the account to, or on the order of, any person named in the account unless we have agreed with the bank that withdrawals require more than one signature; and
2. Upon the death of one joint owner the money remaining in the account will belong to the surviving joint owners and will not pass by inheritance to the heirs of the deceased joint owner or be controlled by the deceased joint owner's will.

We DO elect to create the right of survivorship in this account.

X _____ X _____

BANK PAYABLE ON DEATH ACCOUNT G.S. 553-146.2: I/We, the undersigned, understand that by establishing a Payable on Death account under the provisions of North Carolina General Statute 553-146.2 that:

1. During my/our lifetime, I/we, individually or jointly, may withdraw the money in the account; and
2. By written direction to the bank I/we, individually or jointly, may change the beneficiary or beneficiaries; and
3. Upon my/our death the money remaining in the account will belong to the beneficiary or beneficiaries, and the money will not be inherited by my/our heirs or be controlled by will.

X _____ X _____

BANK PERSONAL AGENCY ACCOUNT G.S. 553-146.3

I, the undersigned, understand that by establishing a personal agency account under the provisions of North Carolina General Statute 553-146.3 that the agent named in the account may:

1. Sign checks drawn on the account; and
2. Make deposits into the account.

I also understand that upon my death the money remaining in the account will be controlled by my will or inherited by my heirs.

- I, the undersigned, ^(agent's name and address) agree this personal agency will continue if I subsequently become incapacitated or mentally incompetent, in accordance with North Carolina General Statute 553-146.3(c).

X _____

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE

- SOLE PROPRIETORSHIP PARTNERSHIP
- CORPORATION: FOR PROFIT NOT FOR PROFIT
- _____

BUSINESS:
COUNTY & STATE OF ORGANIZATION: _____
AUTHORIZATION DATED: 4/21/2010

DATE OPENED 4/15/2010 BY jansenmh
INITIAL DEPOSIT \$ 5,000,000.00
 CASH CHECK _____
HOME TELEPHONE # _____
BUSINESS PHONE # (252) 975-9312
DRIVER'S LICENSE # _____
E-MAIL _____
EMPLOYER _____
MOTHER'S MAIDEN NAME _____
Name and address of someone who will always know your location: _____

ACCOUNT NUMBER _____

- TYPE OF ACCOUNT
- NEW EXISTING
 - CHECKING SAVINGS
 - MONEY MARKET CERTIFICATE OF DEPOSIT
 - NOW _____

This is your (check one): **PUBLIC FUNDS MONEY MARKET**
 Permanent Temporary account agreement.

ACCOUNT OWNER(S) NAME & ADDRESS
CITY OF WASHINGTON,
PO BOX 1988
WASHINGTON NC 27889-1988

EXISTING

BACKUP WITHHOLDING CERTIFICATIONS

TIN: 5 _____

TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.

SIGNATURE: I certify under penalty of perjury the statements checked in this section and that I am a U.S. citizen or other U.S. person (as defined in the instructions).

X Matthew J. Rauschenbach
MATTHEW J RAUSCHENBACH (Date)

Number of signatures required for withdrawal ONE

FACSIMILE SIGNATURE(S) ALLOWED? YES NO

[X]

SIGNATURE(S) - The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledges the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features CIP

(1): [Matthew J. Rauschenbach]
X MATTHEW J RAUSCHENBACH
I.D. # _____ D.O.B. _____

(2): [Antia C. Radcliffe]
ANTIA RADCLIFFE
I.D. # _____ D.O.B. _____

(3): [Tammy A. Swindell]
X TAMMY A SWINDELL
I.D. # _____ D.O.B. _____

(4): [X]
I.D. # _____ D.O.B. _____

CORPORATE AUTHORIZATION RESOLUTION

EAST CAROLINA BANK - 02335050 US HWY 264 PO BOX
337 ENGELHARD, NC 27824

By: CITY OF WASHINGTON, PO BOX 1988 WASHINGTON
NC 27889-1988

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Cynthia Bennett, City Clerk, certify that I am Secretary (clerk) of the above named corporation organized under the laws of NC, Federal Employer I.D. Number [REDACTED], engaged in business under the trade name of CITY OF WASHINGTON, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 4/15/2010 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>MATTHEW J RAUSCHENBACH, CFO</u>	<u>[Signature]</u>	
B. <u>ANTIA RADCLIFFE, ASST. FINANCE DIRECTOR</u>	<u>[Signature]</u>	
C. <u>TAMMY A SWINDELL, ACCOUNTANT</u>	<u>[Signature]</u>	
D. _____	_____	_____
E. _____	_____	_____
F. _____	_____	_____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>A,B,C</u>	(1) Exercise all of the powers listed in this resolution.	<u>1</u>
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on 4/15/2010 (date).

[Signature]
Attest by One Other Officer

Secretary

RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on 4/15/2010 (date) by jansen! (initials) This resolution is superseded by resolution dated _____ .

Comments: