



OCTOBER 11, 2010
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of Minutes from September 13th and 27th, 2010 **(page 5)**

Approval/Amendments to Agenda

I. Consent Agenda:

- A. Accept – Grant from Mid-East Commission Area Agency on Aging **and** Adopt Budget Ordinance Amendment (\$3,409) **(page 41)**
- B. Accept – Grant from Mid-East Commission Area Agency on Aging and Adopt Budget Ordinance Amendment \$6,665 **(page 55)**
- C. Adopt – Budget Ordinance Amendment for replacement of brick crosswalks at Stewart Parkway and Respass Street \$8,000 **(page 65)**
- D. Adopt – Budget Ordinance Amendment for Brown Library part-time salaries \$5,110 **(page67)**
- E. Adopt – Budget Ordinance for Vendor Purchase Orders carried forward **(page69)**

II. Comments from the Public:

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

- A. None

IV. Public Hearing – Other:

- A. Adopt – Resolution authorizing the filing of an application for approval of a financing agreement authorized by NCGS 160A-20 **(page77)**



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- V. Scheduled Public Appearances:
- A. Washington Noon Rotary - Smoke on the Water Update
 - B. Joe Taylor – Report from Parks and Recreation Advisory Board
 - C. Tyrone Wilson – 15th Street Basketball Courts
 - D. Northwood/Rowan Place Residents - Smallwood Drainage Issues
 - E. Antromeed Johnson - Utilities
 - F. Roger Warner – Easements on Clinton Avenue
- VI. Correspondence and Special Reports:
- A. None
- VII. Reports from Boards, Commissions and Committees:
- A. Human Relations Council **(page81)**
 - B. Washington Harbor District Alliance **(page83)**
 - C. Airport Advisory Committee **(page87)**
 - D. Financial Reports (as available)
 - 1. General
 - 2. Enterprise Funds
- VIII. Appointments:
- A. Appointments – Human Relations Council and Airport Advisory Committee **(page88)**
- IX. Old Business:
- A. Approve – Department Head Travel Bonus **(page95)**
 - B. Authorize – City Manager to implement Classification and Pay Grade Changes **(page99)**



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- C. Adopt – Assignment of classes to grades and ranges 2010-2011 **(page100)**
- D. Adopt – Budget Ordinance to appropriate funds for projects that were budgeted in FY 2009-2010 and not completed **(page105)**
- E. Award – Load Management Installation Contract **(page 118 recommendation will follow after bid opening)**
- F. Memo – Electrical Contractor License **(page121)**
- G. Approve – Purchase Orders in excess of \$20,000 **(page122)**
- H. Accept – Student Energy Internship and Fellowship Program and Adopt Budget Ordinance Amendment \$30,000 **(page126)**
- I. Approve - Legally Binding Commitment (LBC) CDBG Housing Development Grant **(page131)**
- J. Authorize – Submission of application to NC Emergency Management’s Pre-Disaster Mitigation Grant Program for the Acquisition of Washington Police Department **(page140)**
- K. Approve and Authorize - Parks and Recreation Director to execute Waterfront Docking Agreement for East Carolina University **(page144)**
- L. Approve – RFP for preparation of a Comprehensive Plan and Authorization to proceed with a competitive procurement process**(page151)**
- X. New Business:
 - A. Approve and Authorize - the Mayor to execute the Resolution - Designation of Applicant’s Agent form from the NC Division of Emergency Management **(page158)**
 - B. Accept – Operation Agreements with Beaufort County Board of Education for School Resource Officers for Washington High School and P.S. Jones for school year 2010-2011 **(page161)**
 - C. Authorize – Credit of area light charges beyond the one year City Policy **(page178)**



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- D. Memo - US 17 Bypass Water/Sewer Utility Relocations and Powell Bill funding (**page 180**)
- XI. Any Other Items From City Manager:
- A. None
- XII. Any Other Business from the Mayor or Other Members of Council
- A. Discussion – Brown Library hours of operation
- B. Discussion - Municipal Building parking lot
- C. Discussion – October Committee of the Whole
- XIII. Closed Session – Under NCGS 143-318.11(a)(6) Personnel; NCGS 143-318.11(a)(1) Disclosure of Confidential Information and NCGS 143-318.10(e) Public Records Act.
- XIV. Adjourn - Until Monday, October 25, 2010 at 5:30 pm, in the Council Chambers at the Municipal Building.

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

September 13, 2010

The Washington City Council met in a regular session on Monday, September 13, 2010 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Gil Davis, Councilman; Franz Holscher, City Attorney and 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; Mick Reed, Police Chief; David Carraway, Information Technology Department; Susan Hodges, Human Resource Director; Mike Voss, of the Washington Daily News and Delma Blinson, of the Beaufort Observer.

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

APPROVAL OF MINUTES

Councilman Mercer requested an amendment to the July 26, 2010 minutes regarding City-Owned vehicles driven home. The minutes read "Mayor Jennings stated we should let the motion stand and if there are issues such as this they should be taken up with the City Manager **for possible resubmission to the Council**"(the highlighted text was added). The minutes read "The few exemptions, such as K-9 Officer and Streets Superintendent (David Gibbs) would be addressed on a case by case basis with the City Manager **for possible resubmission to Council**"(highlighted text added).

Councilman Mercer requested an amendment to the August 9, 2010 minutes regarding the Financial Reports. The minutes read "This information should be given to Council in the Consent Agenda **and Councilman Mercer clarified his statement by adding an effective date of September 1, 2010.**" (highlighted text to be deleted) Discussion followed: Motion passed by 3-2 vote. Councilman Mercer, Mayor Pro tem Roberson and Councilman Davis voted for the motion with Councilman Pitt and Councilman **Mercer**(should have stated Moultrie) voting against the motion."

By motion of Councilman Mercer, seconded by Councilman Pitt, Council approved the minutes from July 26th, August 9th as amended and August 23, 2010 as presented.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Pro tem Roberson and Mayor Jennings added three items to the agenda under Other Business from Council/Mayor: (1) Moss Marina – Floating Boat House/bathrooms (2) Byron Clark-Utilities (3) Letter to Hospital Board. Councilman Mercer added under Old Business item (I): Closing Main Street at Hudnell Street at the East end near Haven’s Garden and Closed Session: GS 143-318.11 (a)(6) Personnel.

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

PRESENTATION OF FINANCE AWARD

Mayor Jennings and City Manager, Jim Smith presented the Excellence in Financial Reporting Award to Matt Rauschenbach, CFO and members of the Finance Staff. Mr. Smith stated this is the 14th consecutive year the City has received this award.

CONSENT AGENDA

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council approved the Consent Agenda as presented

A. Declare Surplus/Authorize – Sale of vehicle and equipment through electronic auction using GovDeals.

Vehicle Number	Make/Model Description	Serial Number	Odometer Reading
#607	2002 Ford F750 Bucket Truck w/2002 Warner WL14OFC-HD Body	3FDXF75H72MA31178 02030	142,220
#008	Land Pride Side Arm Mowing Attachment (Public Works)	Type PR-3, COD#585/.002.02	N/A
#009	Hardee Tiger, Model #H3 60-CO Side-Mount Mower Attachment (Public Works)	N/A	N/A

COMMENTS FROM THE PUBLIC

James Hardison of 319 Hudnell Street, voiced concern over the dust caused by vehicles at Cargill Granary which is located near his property.

Rhenada Brown came forward and voiced concern over the possibility of the Council closing the 15th Street basketball courts. She asked Council not to close the courts as it has been a mainstay and point of enjoyment for many people in the City. Mayor Jennings reminded Ms. Brown and other members of the audience this issue would be discussed at the Parks and Recreation Advisory Board meeting on Monday, Sept. 20th at 5:30pm at the Peterson Building.

Carnell Williams also discussed the desire to keep the 15th Street basketball courts open.

Mayor Pro tem Roberson stated this was a campaign issue that was discussed when he ran for office. He stated he is the one that brought this issue up and he is personally opposed to basketball as well as golf being played at the cemetery.

PUBLIC HEARING: ADOPT – ANNEXATION ORDINANCE TO EXTEND CITY OF WASHINGTON CORPORATE LIMITS FOR CONTIGUOUS PROPERTY OWNED BY WHEATFIELD SUBDIVISION

Mayor Jennings opened the public hearing. John Wehrenberg came forward and asked Council to annex the Wheatfield Subdivision even though the individual parcels are not plotted yet. Due to the current economic times he is asking the City that these lots not be plotted until the first lot has been contracted. Once the first lot is under contract, then the remaining lots will be plotted. There has not been a lot sold in Tree Shade Subdivision in 2 ½ years. Discussion. John Rodman, Planning Director stated all services will be installed by the property owner.

Public Comments: There being no comments, the public hearing was closed.

By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council held a public hearing and adopted the annexation ordinance to extend the City of Washington corporate limits for the contiguous annexation of the Wheatfield Subdivision located off Old Bath Highway (SR 1501) and containing 35.15 acres. Motion carried 4-1 with Councilman Mercer voting against the motion.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF WASHINGTON, NORTH CAROLINA

WHEREAS, the Washington City Council has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Washington City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was 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, September 13, 2010, after due notice by the Washington Daily News on September 7th & September 11th 2010;

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

September 13, 2010

WHEREAS, the Washington City Council finds that the area described herein meets the standards of G.S. 160A-31;

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

Section 1. By the virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Washington as of December 31, 2010:

Being all of that tract of land noted on that survey "Annexation Map, Wheat Field Subdivision" by Mayo and Associates, P.A. dated February 2, 2005 and being located in Long Acre Township, Beaufort County North Carolina and being more particularly described as follows;

Beginning at a point in the southern right-of-way of SR 1501, "Old Bath Highway", said point being the intersection of the center-line of Pumpnickel Place and the southern right-of-way of said road and point of beginning being located NORTH 47 DEGREES 03 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 69.54 FEET FROM POINT "F" AS SHOWN ON SAID MAP AND THENCE NORTH 46 DEGREES 54 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING:

THENCE FROM SAID POINT OF BEGINNING SOUTH 46 DEGREES 54 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 25.00 FEET ALONG THE RIGHT-OF-WAY OF SR 1501 TO A SET REBAR; THENCE SOUTH 47 DEGREES 03 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 69.54 FEET TO A FLAT BAR; THENCE SOUTH 42 DEGREES 42 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 381.49 FEET TO A SET REBAR; THENCE NORTH 37 DEGREES 36 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 94.81 FEET TO A SET REBAR IN THE SOUTHERN RIGHT-OF-WAY IN PUMPERNICKEL PLACE; THENCE SOUTH 53 DEGREES 47 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 18.21 FEET TO A SET REBAR IN THE RIGHT-OF-WAY OF PUMPERNICKEL PLACE; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 10.20', WITH A RADIUS OF 264.24', WITH A CHORD BEARING OF SOUTH 52 DEGREES 41 MINUTES 12 SECONDS WEST , WITH A CHORD LENGTH OF 10.20', TO A SET REBAR IN THE NORTHERN BOUNDARY OF WHEAT FIELD SUBDIVISION; THENCE SOUTH 37 DEGREES 51 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 527.08 FEET TO AN EXISTING IRON ROD; THENCE SOUTH 47 DEGREES 05 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 158.36 FEET TO A SET IRON PIPE; THENCE SOUTH 52 DEGREES 06 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 509.00 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 42 DEGREES 33 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 814.82 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 63 DEGREES 48 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 905.34 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 64 DEGREES 27 MINUTES 17 SECONDS

WEST FOR A DISTANCE OF 259.09 FEET TO AN EXISTING REBAR; THENCE NORTH 64 DEGREES 17 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 190.03 FEET TO AN EXISTING IRON PIPE; THENCE NORTH 64 DEGREES 16 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 15.92 FEET TO A SET REBAR WITH CAP; THENCE NORTH 35 DEGREES 48 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 265.65 FEET TO A SET REBAR WITH CAP; THENCE NORTH 29 DEGREES 37 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 288.46 FEET TO A SET REBAR WITH CAP; THENCE NORTH 31 DEGREES 52 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 341.10 FEET TO A SET REBAR WITH CAP; THENCE NORTH 35 DEGREES 20 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 187.93 FEET TO A SET REBAR WITH CAP; THENCE NORTH 39 DEGREES 23 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 241.33 FEET TO A SET REBAR WITH CAP; THENCE SOUTH 37 DEGREES 51 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 1.53 FEET TO AN EXISTING IRON PIPE; THENCE SOUTH 37 DEGREES 51 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 277.18 FEET TO A SET REBAR IN THE WEST RIGHT-OF-WAY IN PUMPERNICKEL PLACE; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 11.63', WITH A RADIUS OF 314.24', WITH A CHORD BEARING OF NORTH 52 DEGREES 43 MINUTES 54 SECONDS EAST , WITH A CHORD LENGTH OF 11.63', TO A SET REBAR WITH CAP IN THE NORTHERN RIGHT-OF-WAY OF PUMPERNICKEL PLACE; THENCE NORTH 53 DEGREES 47 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 17.00' FEET TO A SET REBAR WITH CAP IN THE NORTHERN RIGHT-OF-WAY OF PUMPERNICKEL PLACE; THENCE NORTH 37 DEGREES 36 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 59.36 FEET TO A SET REBAR WITH CAP AT THE CORNER OF LOT 64; THENCE NORTH 42 DEGREES 42 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 351.00 FEET TO A SET REBAR IN THE SOUTHERN RIGHT-OF-WAY OF SR 1501; THENCE SOUTH 44 DEGREES 23 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 60.99 FEET TO A POINT IN THE SOUTHERN RIGHT-OF-WAY OF SR 1501; THENCE SOUTH 46 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 20.83 FEET TO A SET REBAR WITH CAP IN THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF SR 1501 AND THE NORTHERN RIGHT-OF-WAY OF PUMPERNICKEL PLACE; THENCE SOUTH 46 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 25.00 FEET ALONG THE RIGHT-OF-WAY OF SR 1501 TO THE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 35.144 acres more or less.

Section 2. Upon and after December 31, 2010, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Washington and shall be entitled to the same privileges and benefits as other parts of the City of Washington. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Washington shall cause to be recorded in the office of the Register of Deeds of Beaufort County, and in the office of the Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Adopted this 13th day of September, 2010.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

APPROVED AS TO FORM:

s/Franz Holscher
City Attorney

PUBLIC HEARING: ADOPT - ORDINANCE TO RENEW TEMPORARY MORATORIUM ON EXPANSION OR ESTABLISHMENT OF ELECTRONIC GAMING OPERATIONS (INTERNET SWEEPSTAKES) WITHIN THE CITY OF WASHINGTON'S JURISDICTION FOR A PERIOD OF 3 MONTHS (90 DAYS)

Mayor Jennings opened the public hearing. Glenn Moore, Planning Administrator reviewed the request stating the City Council approved a recommendation from the Planning Board to adopt a temporary moratorium on Electronic Gaming operations on May 24, 2010. The duration of the temporary moratorium was 90 days. The original moratorium expired August 22, 2010. The moratorium that is being renewed on property inside the City of Washington's jurisdiction is consistent with the North Carolina General Statutes 160A-381(d). The City of Washington has found it necessary to renew the moratorium for ninety (90) days in order 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. December 1, 2010 is the effective date of the newly enacted law signed by the Governor which makes these establishments illegal.. The Planning Board has asked for an extension of the moratorium. Mr. Moore stated the Planning Staff has already drafted some amendments to the zoning ordinance, but the Planning Board preferred to extend the moratorium for an additional 90 days.

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

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council accepted the recommendation of the Washington Planning Board and adopted an Ordinance to renew the temporary moratorium on any expansion or establishment of Electronic Gaming Operations (Internet Sweepstakes) within the City of Washington's jurisdiction for a period of 3 months (90 days).

**Ordinance Renewing a Ninety Day Moratorium on Expansion of
Electronic Gaming Operations (aka Internet Sweepstakes Operations)
Within the City of Washington Jurisdiction**

WHEREAS, the City of Washington (hereafter “the City”) is a municipal corporation organized under the laws of North Carolina, invested with the powers enumerated in Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the City is authorized by North Carolina General Statutes Chapter 160A, Article 19 to plan and regulate development and the uses of buildings, structures and land within its corporate limits, and pursuant to North Carolina General Statutes Chapter 160A-381(e), the City is authorized, under certain circumstances, to impose a development moratorium; and

WHEREAS, pursuant to North Carolina General Statutes Chapter 160A, Article 8, the City is given authority to prohibit, regulate and abate acts, omissions, or conditions detrimental to the health, safety or welfare of its citizens; and

WHEREAS, an “internet café,” “cybercafe,” “electronic gaming operations,” “internet sweepstakes” or similar activity, by whatever name it might be known, (hereinafter “internet sweepstakes operations”) in a place where a patron can use a computer with internet access, usually for a fee based on time of usage, to participate in games of chance or sweepstakes; and

WHEREAS, internet sweepstakes operations are not specifically listed as a permitted use in the City’s zoning ordinance nor is it naturally incident or accessory to any other permitted use; and

WHEREAS, cities may extend or renew any temporary moratoria on any city development approval process required by law, as provided by NCGS 160A-381(e); and

WHEREAS, any ordinance renewing or extending a development moratorium must expressly include at the time of adoption statements as to why the renewal of the moratorium is necessary as well as what new facts or conditions warrant the renewal, which are as follows:

1. The Ban Electronic Sweepstakes bill (HB80) that passed in both houses of the General Assembly, was signed into law by Governor Beverly Perdue on July 20, 2010 with an effective date of December 1, 2010, making internet sweepstakes operations illegal.
2. On July 27, 2010, two internet sweepstakes software vendors filed suit with the Superior Court against the State of North Carolina challenging the Ban Electronic Sweepstakes bill (HB80).

3. The current moratorium on the expansion of internet sweepstakes operations expired on August 22, 2010. In order to best protect the City's interests and the citizens of Washington prior to the December 1, 2010 effective date of the HB80 law, a renewal of the moratorium is recommended for an additional 90 days.
4. Should the HB80 law be overturned allowing the legal operation of internet sweepstakes activities, the City needs to consider how internet sweepstakes operations should be classified under current City code and amend the current zoning ordinance accordingly.

THEREFORE, BE IT RESOLVED:

1. THAT a ninety (90) day moratorium is renewed immediately on the establishment, creation, opening or expansion of an internet sweepstakes operation, or similar activity, whether independent or incidental to or accessory to any other permitted use;
2. THAT this ninety (90) day moratorium shall apply throughout the City's Jurisdiction;
3. THAT this ordinance shall become effective immediately upon its adoption.

Adopted on September 13, 2010.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

JOHN WHITE – SMALL CLAIM AGAINST CITY

Mr. White was absent. Mayor Jennings stated Mr. White's issue is in the legal system and we could not have commented on his issue.

**MICKY COCHRAN – OAKDALE/CEDAR HILL CEMETERY AND 15TH
STREET BASKETBALL COURTS**

Mr. Cochran voiced concern over basketball being played at Oakdale Cemetery as long as concern over the port-a-john and building near the basketball courts. Mr. Cochran reviewed the history of the basketball courts as well as the history of the varying size of the City's Parks and Recreation staff. He further stated that having the basketball courts at Oakdale Cemetery is a mistake and is 100% inappropriate to have a recreation area at the cemetery and this mistake needs to be corrected. He suggested relocating the courts to Haven's Gardens and turning the current basketball court area into an area of a perpetual care garden enhancing the 15th Street entrance to the cemetery.

Mr. Cochran voiced concern over the maintenance and upkeep of Oakdale and Cedar Hill Cemetery. He suggested increasing cemetery staff in order to maintain the facilities appropriately.

WILLIAM CONNER – 15th STREET BASKETBALL COURTS

William Conner came forward to voice his concern over the 15th Street basketball courts and the discussion of closing them. He stated 15th Street is neutral ground and is a safe and enjoyable area for everyone to play basketball. Mr. Conner presented a petition with 300 names on it to keep the courts open at 15th Street. He stated the courts have been there over 50 years and are not costing the City any money. The players take care of the court and replace the nets and clean the court at their own expense.

**GARY CERES - PROPOSAL FOR GENERAL CRAFT/FARMER'S MARKET
ON AYERS LANE ALLEY**

Gary Ceres, Owner of "I can't believe it's a bookstore" presented a proposed activity for downtown Washington. A general craft/farmer's market on Ayers Lane Alley every Friday from September through December. Vendors would be selected by I Can't Believe It's a Book Store. Probable vendors would include artisans, craftsman, unique gift items, packaged goods items, etc. There would be zero cost to the City, he needs permission to use the alley for these purposes each Friday. I Can't Believe It's a Book Store will assume responsibility for ensuring that vendors set-up and clean-up their spaces properly, maintain the alley, etc. Vendors would be charged \$8.00 per vendor space. Mr. Ceres completed a special events application and he was directed to come before Council.

Mayor Jennings voiced concern over the City giving him free space and use of the alley to a "for profit" business. Mayor Pro tem Roberson voiced concern over the possible congestion in the alley during events at the Turnage Theater. Mr. Ceres stated he would stagger spaces to allow free flowing foot traffic. Jim Smith, City Manager suggested he meet with the Police, Planning, Parks and Rec. Departments as well as Mayor Pro tem Roberson and then let them submit their recommendations to the Council.

ROGER WARNER –UTILITIES ADJUSTMENT REQUEST

(memo from Customer Service) Mr. Roger Warner has been charged for temporary service at the commercial rate since a house fire in May 2000. Records are unavailable from 10 years ago to determine whether Mr. Warner requested that the service be switched from a temporary service to a permanent service. A recent inspection of the meter by the County inspector did not provide any clarification since the current service is to a mobile home and is attached to a pole. The maximum adjustment as allowed by the City Code and NC Utilities Commission has been issued in the amount of \$237.39. Mr. Warner is not satisfied with the adjustment and feels he is due a refund for the entire 10 year period. The additional credit is estimated at \$2,200. (end memo)

Mr. Warner stated he house burned about 10 years ago and after that he replaced the home with a mobile home. Temporary power was installed at the time and then he and his brother(who was a Beaufort County inspector at the time) connected the power to the mobile home. He stated he never applied for a temporary service. Mayor Jennings stated no one ever told the City of Washington that the property was converted to permanent power, but some of the responsibility falls with the property owner. Mr. Hardt stated there was no transaction with the customer and the City to request residential power, as this property is in the County, no documentation was forwarded to the City. Mr. Smith advised Council that we did a one year refund which is the maximum adjustment as allowed by the City Code and NC Utilities Commission in the amount of \$237.39.

Mr. Smith stated that a temporary service is charged at a higher rate, which is the commercial rate. When the project is complete, the customer is supposed to make the utility provider aware the project is complete so the service can be switched to permanent/residential.

A motion was made by Councilman Mercer and seconded by Councilman Davis to comply with the City Code and Utilities Commission recommendation and limit the refund to the one year that has already been issued in the amount of \$237.39. Voting for the motion: Mercer and Davis; against: Moultrie, Pitt and Roberson. Motion failed: 2-3.

Councilman Davis felt Mr. Warner had some responsibility to advise the City when the project had been finished, especially being his brother was a County Building Inspector.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council extended the refund to 24 months for a total refund amount of \$474.78. Voting in favor of the motion: Roberson, Pitt & Moultrie; against: Davis and Mercer. Motion carried: 3-2.

Mr. Warner stated if the City wants to treat him like this then he wants the power line removed from his property. He stated he allowed the City to pull a power line across his property to supply power to other homes. He states he did not give a right-of-way to the City and would like the power line removed. Mr. Warner says there is not an easement, that the City asked to put the line there and he agreed but would not give them a right-of-way agreement. He further stated he advised "the City" that if he wanted the line removed at anytime they would do that. Keith Hardt, Electric Director will research this topic.

ANTROMEED JOHNSON – UTILITY RATES

Antromeed Johnson discussed with Council her concerns regarding utility rates. She stated at one time she was a member of the Utilities Advisory Board

for a brief period, but due to medical conditions she was unable to continue on that board. She inquired as to what the Council was doing to lower utility rates. It was time for the "political lip service" to stop and time for Council to take action. Ms. Johnson stated she has formed a group of concerned citizens who are looking at possible solutions to lower utility rates.

Mayor Jennings stated he is so excited that she has taken the initiative in forming such a group and looks forward to hearing what solutions the group comes up with. Mayor Jennings stated we are in the process of installing load management switches to help consumers manage their power usage. Council discussed with Ms. Johnson regarding the agreement that was signed in 1970 with approximately 31 other municipalities to fund power plants. We currently still owe approximately \$140 million from this agreement. We are forced to contend with paying this debt back. Councilman Mercer stated NCEMPA is looking for ways to reduce this debt as well. Ms. Johnson suggested combining forces with other electric providers to bring more competitive rates. Mayor Jennings stated that was one of the Manager's expressed goals from Council that within the next 6 months whether we can combine with another City, perhaps Greenville. This will be to deliver operations at hopefully a better price, which we would hope would lead to better utility rates. We will also look at Electricities and any other local utility provider coming in and possibly handling the operations of our system. Mayor Jennings stated another goal of Council for the Manager was to help them develop a communication system. Council has also tasked the advisory board to develop a marketing plan to explain this information to the public.

Councilman Mercer and Councilman Pitt explained that the Electric Advisory Board is opened to the public and anyone can attend. Councilman Mercer agreed to meet with Ms. Johnson to review her concerns and ideas.

Recess at 7:40pm and reconvened at 7:55pm

DISCUSSION – MUNICIPAL AGREEMENT WITH NCDOT, US HWY 17 IMPROVEMENTS

Councilman Davis felt NCDOT has not been willing to negotiate with the City on the invoices. We did not ask for this to be done, nor did we sign an agreement to have this work complete. Mayor Jennings stated he has met with members of NCDOT and we are continuing to work on this issue.

HUMAN RELATIONS COUNCIL

Ms. April Corbett & Mr. Isaac Barrett — Project Next Step Coordinator, Ms. Corbett and assigned Gang Prevention Specialist, Officer Barrett discussed the introduction of summer program Camp D.R.E.A.M. (Dedicated to Rebuilding, Educating, Achieving, and Motivating the youth and community).

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

September 13, 2010

Summer Program began June 28 and continues to August 13

8 am-1pm on Monday-Thursday Located in Old Fort Housing Authority Office

Teachings include but are not limited to:

- GREAT (gang resistance education awareness training)
- Literacy classes
- Drug awareness classes
- Alcoholism awareness classes
- HIV prevention classes
- Social skills classes
- Street Smarts
- Helmet Safety
- Seatbelt Safety
- Role Models
- Guest Speakers

*Breakfast and Lunch provided by Eastern Elementary School

Officer Barrett discussed the collaborative effort with the Boys and Girls Club, Beaufort County Sheriff's Dept., and Project New Hope. Officer Barrett shared the necessity of more volunteers. There are approximately 30 children attending with only two parents that have volunteered.

Joint meeting with Greenville HRC Board —Councilman Pitt shared that Ms. Cassandra Daniels had been on vacation and a meeting date could not be finalized.

Note: The Human Relations Council was responsible for contributing over \$3,000 through sponsorship in support of the Negro League Baseball Dedication.

**WASHINGTON HARBOR DISTRICT
North Carolina Main Street Statistical Summary: FY09-10**

WASHINGTON												
	Popula- tion	Emp. Reservations	New Jobs	Jobs Lost	Net Job Gain	New Businesses	Businesses Closed	Business Gain	Business Expansion	New Investment PUBLIC	New Investment PRIVATE	New Investment TOTAL
Current Figures	11	1	31	22	9	8	7	1	2	112,407	4,370,514	4,482,921
Previous Cumulative	102	27	273	55	218	95	21	74	7	1,579,633	3,528,547	5,108,180
NEW CUMULATIVE	113	28	304	77	227	103	28	75	9	1,692,040	8,399,061	9,591,101

Program Highlights

Downtown Washington on the Waterfront merged with the Merchants Association and the Citizens for Revitalization Committee, which presented an opportunity to update the DWOW name to reflect our new position in the community. We are now the Washington Harbor District Alliance and stronger than ever, with the help of many volunteers, downtown organizations and sponsors. All board positions are now filled.

Downtown Revitalization plan adopted by City Council 10/2009 www.washingtononthewater.com/Visualization_Reinvestment_Strategy.html

WHDA is proud to bring these events to downtown: Saturday Market - Weekly farmers/artisans market.

Little Washington Sailing Club - 2nd season in progress - teaching approximately 50 children to sail in the Washington Harbor.

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

Art Walk – November 2009 & May 2010 - Very successful events promoting all of downtown's many art galleries. Presented in conjunction with the BC Arts Council

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

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

Music In The Streets - April thru October 2010 - Refreshed and renewed under WHDA's care with a new main stage acts, non-profit agencies participation and larger than ever crowds.

Movies In The Park - May thru October 2010 - New this year and sure to be a favorite, judging by the fantastic response we've seen from Beaufort County families so far.

Pickin on the Pamlico - Drew 550 people to downtown Washington and raised \$6,000 for WHDA.

FINANCIAL REPORTS

Council accepted the financial reports as presented.

APPOINTMENTS

Airport Advisory Committee: Councilman Mercer stated the two applicants received are located outside the City limits, but they were willing to serve. Council continued the advertisement to obtain applications from within the City limits.

Board of Library Trustees: By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council appointed Criss Blackstone to the Board of Library Trustees, to fill the unexpired term of David McNeil, term to expire June 30, 2013.

Alternate At Large - Washington Electric Utilities Advisory Comm.: By motion of Councilman Pitt, seconded by Councilman Moultrie, Council appointed Walter Zerniak to the Washington Electric Utilities Advisory Commission to fill the expiring term of Garleen Woolard, term to expire June 30, 2012.

Planning Board: By motion of Councilman Moultrie, seconded by Councilman Davis, Council reappointed Dan McNeil to the Planning Board with a term to expire June 30, 2013.

Alternate Member-Enlarged Board of Adjustment: By motion of Councilman Moultrie, seconded by Councilman Davis, Council reappointed Ronald Price as an Alternate Member to the Enlarge Board of Adjustment with a term to expire June 30, 2013, subject to the concurrence of the Beaufort County Board of Commissioners.

AUTHORIZE – CITY MANAGER TO ENTER INTO AN ADDITIONAL 90 DAY LEASE EXTENSION WITH IMPRESSIONS MARKETING GROUP, INC.

Franz Holscher, City Attorney advised the majority of the details regarding the Impressions Lease Agreement have been worked out. A walk through of the facility will be held this Thursday and at that time we will continue negotiations regarding repairs to the facility. Councilman Mercer stated we have been renegotiating this lease for some time now and it is time to have it finalized.

By motion of Councilman Davis, seconded by Mayor Pro tem Roberson, Council authorized the City Manager to enter into an additional 90 day lease extension with Impressions Marketing Group, Inc. term to expire December 31, 2010.

(begin letter)

Mr. Kevin Goodale, Chief Financial Officer

Impressions Marketing Group, Inc.

Re: 234 Springs Road, Washington, NC manufacturing facility

Dear Mr. Goodale:

This letter is to confirm the extension of Impressions Marketing Group's tenancy. More specifically, you may continue to occupy the above facility under the below terms until December 31, 2010. The rental for each month shall be \$32,728.00. Rental shall be subject to future negotiations after September 30, 2010 in accordance with the terms anticipated in the new lease agreement. Your occupancy will continue to be subject to an access agreement between the City and Hamilton Beach and will continue to be "as is" with no obligation on behalf of the City to perform any maintenance whatsoever during this term. It is my intention that this extension would provide time for Impressions and the City to conclude their negotiations and arrangements for a long-term occupancy agreement. Be assured of the City's continuing willingness to work with Impressions to facilitate your occupancy of the Springs Road building while we conclude long-term arrangements. Please indicate your company's agreement to the terms hereof by your execution in the blank provided below and, once executed, please return one copy of the executed document to me. (end letter)

MEMO – PURCHASE OF RECYCLING ROLL-OUT CARTS

(begin memo) The purpose of this memorandum is to inform Council of intent to purchase 4,000 95 gallon roll-out carts to be used for recycling. Funds for the purchase of these carts were approved in last year's budget and included a \$100,000 grant from NCDENR.

Vendor	Cost for 4,000 Carts	Delivery	Less Trade-In
Ameri-Kart	\$191,920.00	by 12-31 -10	N/A

Grand Total \$191,920.00

Proposals were requested and opened on August 23, 2010 at 2:00 p.m. Two vendors provided proposals, Schaeffer Systems International, Inc. and Ameri-Kart Waste Handling Products. While Schaeffer's price was cheaper (\$150,992.00 delivered for 65 gallon carts), Ameri-Kart has provided the vast majority of the carts used in the City for better than 20 years, some of which are still in service today. They also provided prices for 2 types of 65 gallon carts. Their cheaper version was \$170,040.00 delivered and their nicer version was \$187,520.00 delivered. Staff wishes to purchase the 95 gallon version because it standardizes all of the roll-out carts we have in our system. Also, all of the lids, wheels, axles, etc. that either the nicer 65 gallon Ameri-Kart or 95 gallon Ameri-Kart products are completely interchangeable with our existing carts. Again, as a reminder, this program was funded with a \$100,000 grant from NCDENR and \$100,000 in previously approved City funds. (end memo)

Council members discussed the need to inform the customers about the transition from the recycle bins to the recycle roll-out carts. Councilman Mercer inquired why the decision was made to get larger carts for recycled materials. Mr. Lewis stated the difference in the 65 gallon cart and the 95 gallon cart was

\$1.00 per cart. The recycle carts will be blue in color as opposed to the regular trash cart that is green.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council authorized the issuance of a purchase order for the purchase of 4,000 95gallon recycle carts to Ameri-Kart for \$191,920.

**ACCEPT – PARTF GRANT, AUTHORIZE AND RATIFY THE MAYOR
SIGNING CONTRACT AND ADOPT GRANT PROJECT BUDGET
ORDINANCE IN THE AMOUNT OF \$295,125**

(begin memo from Philip Mobley) On May 7, 2010 the City was awarded a PARTF (50/50) matching grant from the NCDENR in the amount of \$295,125 (which is 50% of the total project of \$590,250). The City (General Fund and Donations) will fund the match of \$295,125. The funding period is from 8/1/2010 to 7/31/2013 or three years. Because the grant arrived two months after the award, I assumed that all official paperwork was approved. I requested the Mayor to sign the contract, in order for the Park Planning Team, headed by Joe Taylor, Chairman of the Recreation Advisory Committee, to proceed with the startup of design and engineering for the park site. In our design and planning stage the only monies allowed by the PARTF Grant to be spent is for the planning stage of the grant. No other monies have been spent on this project. When the Accounting Department started formulating a Budget Ordinance Amendment for the Parks and Recreation Department for this project, we could not find official documentation to allow us to move forward with this project. The Washington Recreation Advisory Committee, the C4R Sub-Committee, the PARTF Application Team (public involvement group), citizens at the Public Meeting held January 7, 2010 and City staff are on record as supporting this positive venture.(end memo)

By motion of Councilman Davis, seconded by Councilman Pitt, Council accepted a PARTF Grant from NCDENR in the amount of \$295,125 and authorized and ratified the Mayor signing a contract with NCDENR in the amount of \$295,125.

Councilman Mercer voiced concern over issuing a project ordinance, which means a project will take place over several years, according to the write up, the entire amount is appropriated in one year it should be a budget ordinance. He feels it would be more appropriate to state the appropriations will be made over several years instead of the entire amount from one budget year. Mr. Smith stated in order to receive the grant, the entire amount will have to be appropriated at one time, but will be expended over several budget years.

By motion of Councilman Davis, seconded by Mayor Pro tem Roberson, Council adopted a Grant Project Budget Ordinance amendment in the amount of \$295,125. Motion carried 4-1, with Councilman Mercer opposing.

**MEMO – BOATING INFRASTRUCTURE GRANT PROGRAM
(BIG-P) 2011 UPDATE**

(being memo) This memo is written to inform and update Council about the BIG-P 2011 grant monies that we applied for in July 2010. This grant was sought to assist the City in the construction of restrooms on the East end (Festival Park) and the West end (CAMA grant and City matching funds) of Stewart Parkway. We have been contacted by Ms. Kelly Price of the Division of Marine Fisheries stating that the State of North Carolina is recommending that the project on the West end of Stewart Parkway be funded in the amount of \$50,000. The State will now update our proposal and file a new application with US Fish and Wildlife Services for final approval. (end memo)

Council had no comments or questions regarding this memo.

MEMO - PETS ON THE BOARDWALK – MOSS LANDING MARINA REQUEST

(being memo) I am informing Council about the status of the Moss Landing Marina request to allow their tenants pets on the Wetlands Boardwalk with a permit. City Staff met with the Moss Landing Marina parties to discuss what could be done to create a workable solution for the Moss Landing Upland owners and the Moss Landing Marina. After discussions with both parties individually, it was discovered that Moss Landing Marina and Moss Landing Upland owners have issues that must be worked out by them before the City can try to help them with any solutions concerning the Boardwalk. As far as the Moss Landing Marina tenant and her emergency permit goes, the Permit has expired and the tenant is no longer renting at the Moss Landing Marina.(end memo)

Council had no comments or questions regarding this memo.

**DISCUSSION –LETTER FROM WILL MAYO, ATTORNEY FOR
FIRST PRESBYTERIAN CHURCH**

Mayor Pro tem Roberson stated this item has been discussed for several years and there are a lot of issues regarding the potential property exchange. Mayor Jennings summarized the topic for Council members regarding the proposed property exchange between the Church and the City.

**ADOPT – BUDGET ORDINANCE FOR REALLOCATION OF PROPERTY,
CASUALTY, & LIABILITY INSURANCE COST**

Matt Rauschenbach, Chief Financial Officer stated the property, casualty, and liability insurance cost has been reallocated among areas using a method that more closely matches the risk of what's insured. The actual premiums were charged to each area based on the reallocation and a budget amendment is necessary to realign the budget accordingly. This is a more accurate allocation.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted a Budget Ordinance to reallocate the property, casualty, and liability insurance cost.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2010-2011**

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

Section 1. That the following accounts in the General Fund be increased or (decreased) to reflect a reallocation of property, casualty, and liability insurance premium from the amount budgeted:

10-00-4400-5400	Miscellaneous	(59,727)
10-40-6125-5400	Civic Center	7,235
10-10-4340-5400	Fire	22,721
10-10-4341-5400	EMS	3,105
10-00-4135-5400	Customer Service	1,367
10-00-4130-5400	Finance	807
10-00-4125-5400	Human Resources	386
10-40-6110-5400	Library	5,655
10-10-4310-5400	Police	49,741
10-20-4250-5400	Garage	6,525
10-20-4510-5400	Streets	15,609
10-40-6120-5400	Parks & Recreation	30,842
10-00-4131-5400	Warehouse	604
10-10-4350-5400	Inspections	1,450
10-00-9990-9900	Contingency	(86,320)
	Total	0

Section 2. That the following accounts in the Water Fund be increased or (decreased) to reflect a reallocation of property, casualty, and liability insurance premium from the amount budgeted:

30-90-6610-5400	Insurance & Bonds	(50,205)
30-90-9990-9900	Contingency	50,205

Section 3. That the following accounts in the Sewer Fund be increased or (decreased) to reflect a reallocation of property, casualty, and liability insurance premium from the amount budgeted:

32-90-6610-5400	Insurance & Bonds	(30,594)
32-90-9990-9900	Contingency	19,678

Section 4. That the Estimated Revenues in the Sewer Fund be decreased \$10,916 in the account Fund Balance Appropriated, account number 32-90-3991-9910.

Section 5. That the following accounts in the Storm Water Fund be increased or (decreased) to reflect a reallocation of property, casualty, and liability insurance premium from the amount budgeted:

34-90-5710-5400	Insurance & Bonds	(2,255)
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**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

September 13, 2010

34-90-9990-9900 Contingency 2,255

Section 6. That account number 35-90-6610-5400, Insurance & Bonds, Miscellaneous Non-Departmental portion of the Electric Fund appropriations budget be decreased \$5,553.

Section 7. That the Estimated Revenues in the Electric Fund be decreased \$5,553 in the account Fund Balance Appropriated, account number 35-90-3991-9910.

Section 8. That the following accounts in the Solid Waste Fund be increased or (decreased) to reflect a reallocation of property, casualty, and liability insurance premium from the amount budgeted:

38-90-6610-5400	Insurance & Bonds	4,349
38-90-9990-9900	Contingency	(4,349)

Section 9. That account number 37-90-4530-5400, Insurance & Bonds, Warren Field Airport Fund appropriations budget be decreased \$4,173.

Section 10. That the Estimated Revenues in the Airport Fund be decreased \$4,173 in the account Fund Balance Appropriated, account number 37-90-3991-9910.

Section 11. That account number 39-90-4740-5400, Insurance & Bonds, Cemetery Fund appropriations budget be increased \$2,112.

Section 12. That the Estimated Revenues in the Cemetery Fund be increased \$2,112 in the account Fund Balance Appropriated, account number 39-90-3991-9900.

Section 13. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 14. This ordinance shall become effective upon its adoption.

Adopted this the 13th day of September, 2010.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

**ADOPT – BUDGET ORDINANCE AMENDMENT FOR OUTSTANDING
PURCHASE ORDERS FROM FY 09/10 (\$4,395,841)**

Councilman Mercer voiced concern with how purchase orders are written for outstanding purchase orders. A motion was made by Councilman Mercer and seconded by Mayor Pro tem Roberson to allocate or move forward to the current year budget, those purchase orders written to specific vendors and that those P.O's written to the City of Washington for unspecified projects be retained in the Fund Balance from last year's budget. Council continued discussions on

the appropriate way to bring funds forward for projects that are not complete. Councilman Mercer withdrew his motion.

Mr. Smith stated this was a business practice started by the previous Finance Director for projects that take more than one year to complete in order to carry the funds forward. We now have a different process by implementing project budget ordinances. Mr. Rauschenbach suggested carrying forward the PO's written to specific vendors and continuing the discussion for the PO's written to the City of Washington. Department Heads could discuss their specific projects at the Committee of the Whole meeting.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council agreed to bring forward purchase orders written to specific vendors and continue the PO's written to the City of Washington. (An amended budget ordinance will be presented for approval.)

CLOSING OF MAIN STREET AT HUDNELL STREET

By motion of Councilman Davis, seconded by Mayor Pro tem Roberson, Council approved the permanent closing of East Main Street at Hudnell Street and beyond on the East side. Voting for the motion: Mercer, Roberson and Davis; Against: Moultrie and Pitt. The motion carried 3-2.

Councilman Mercer stated staff needs to make sure to follow the proper procedure to officially close the street.

**ADOPT – ORDINANCE TO AMEND CHAPTER 18, SECTION 18-123,
DESIGNATED PROHIBITED PARKING AREAS**

Allen Lewis stated the Public Works Department was asked by business owners, property owners and residents to look into marking parking spaces as well as establishing no parking areas along the east side of Market Street, just south of Third Street. The ordinance amendment will prohibit parking eighty (80) feet south of Third Street on the east side of Market Street, then allow for one parking space, prohibit parking in front of the garage door that is used for deliveries to the Washington Daily News and allow for two more parking spaces beyond that point. The spaces will be marked to designate the appropriate parking areas, white for parking areas and yellow for no parking. Council voiced concern over some areas being prohibited while others in that area are allowable parking areas.

By motion of Councilman Davis, seconded by Councilman Pitt, Council adopted an ordinance to amend Chapter 18, Section 18-123, Designated prohibited parking areas, to prohibit parking on the east side of Market Street. Mayor Pro tem Roberson voted against the motion.

**AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V,
SECTION 18-123: DESIGNATED PROHIBITED 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 18-123 Designated prohibited parking areas, be amended to remove the following:

Market Street and Third Street, on the west side of Market Street for ninety (90) feet south of Third Street, on the east side of Market Street for fifteen (15) feet south of Third Street, on the south side of Third Street for one hundred (100) feet west of Market Street and for eighteen (18) feet east of Market Street; on the north side of Third Street for one hundred fifty (150) feet west of Market Street and for forty (40) feet east of Market Street

Section 2. That Chapter 18 Section 18-123 Designated prohibited parking areas, be amended to add the following:

Market Street and Third Street, on the west side of Market Street for ninety (90) feet south of Third Street, on the east side Market Street for eighty (80) feet south of Third Street, on the east side of Market Street for twenty (20) feet from a point one-hundred (100) feet south of Third Street, on the south side of Third Street for one hundred (100) feet west of Market Street and for eighteen (18) feet east of Market Street; on the north side of Third Street for one hundred fifty (150) feet west of Market Street and for forty (40) feet east of Market Street

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

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

This the 13th day of September 2010.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

**AUTHORIZE – CITY MANAGER TO EXECUTE AND SUBMIT WATER
SHORTAGE RESPONSE PLAN**

Allen Lewis, Public Works Director stated his department has been working on a Water Shortage Response Plan for some time now to meet the minimum requirements of NCGS 143-355.2(a) as well as NCAC 02E.0607. Mr. Lewis stated this will be pulled as an action item and will be a discussion item only. Council by consensus moved this item to the Committee of the Whole meeting to allow for full discussion.

**AUTHORIZE – CITY MANAGER TO ENTER INTO A LEASE AGREEMENT
WITH FORTESCUE INVESTMENT GROUP, LLC TO LEASE THE PARKING
LOT LOCATED AT 114 EAST 2ND STREET**

Jim Smith, City Manager stated that since the retail business located on the property at 114 E. 2nd St. adjacent to City Hall closed several years ago the property has been used for City employee parking. At some time in the past an informal agreement was apparently reached between the City and the property owner that the City would wave utility fees in return for use of the property for employee parking. Subsequently the utilities were cut off. Recently, utilities have been reactivated in order to facilitate a potential sale of the property. Because the parking benefits City Hall generally and not just utilities it seems more appropriate that the City pay a monthly rent for use of the property. The utilities amount to approximately \$125 per month. The owner has agreed to accept this amount as rental for the property until it is sold or otherwise disposed of.

Mayor Pro tem Roberson noted that there is not enough parking in the back of the Municipal Building for customers when they come to City Hall. He asked if some of the parking spaces at the back of City Hall could be moved over and also reserve the first five or six spots at a 60 degree angle at 114 E. 2nd Street. The spaces should be designated for customers as well as possibly moving some of the Department Head vehicles to the side parking lot. Mayor Jennings stated that was a great idea. Councilman Mercer acknowledged there is not enough customer parking and we should move some of the staff parking from the rear lot. Mr. Smith stated being the building is for sale and we don't really know how long the lot will be available for our staff. Eventually we will have to move employee parking across the street. Mayor Pro tem Roberson inquired as to who would keep the back portion of the 114 E. 2nd Street lot clean? Franz Holscher, City Attorney stated the City does not have a contractual agreement to clean the lot.

By motion of Councilman Pitt, seconded by Councilman Mercer, Council authorized the City Manager to enter into a lease agreement with Fortescue Investment Group for a portion of land located at 114 E. 2nd St. to facilitate City employee parking.

(copy attached)

**ADOPT – RESOLUTION AUTHORIZING THE ADVERTISEMENT OF AN
OFFER TO PURCHASE CERTAIN PROPERTY LOCATED AT 507 WEST
SECOND STREET**

Jim Smith, City Manager stated the residential property at 507 W. 2nd St. has been steadily deteriorating over a period of years to the point at which the City was forced to consider it to be a matter of demolition by neglect. Extended negotiations with the former owner were conducted with the result that the property was donated to the City. After removing debris and securing the

property, the City met with Preservation North Carolina to solicit their assistance in finding someone to rehabilitate the property.

The property is located in the Historic District. Recently the City received an offer of \$1000 to purchase the property with the stated intent of rehabilitating it in accordance with historic district standards. It is proposed to use the upset bid process to facilitate the sale. It is proposed that a 120 day time limit be placed on restoring the exterior of the structure and a 24 month time limit established for interior renovations. Failure to meet the stated time limits will result in the property reverting to the ownership of the City, including any improvements which have been completed. As a condition of the sale, the restrictive covenants of the Historic Preservation Foundation of North Carolina Inc., or something similar, will be placed upon the property.

Mr. Holscher discussed the possibility of Preservation NC acquiring this property as an alternative to the upset bid process. Mayor Jennings stated that had been discussed and all Preservation NC could do was obtain a similar outcome. Mr. Holscher stated that was correct, then they would be responsible for making sure the purchaser lives up to their obligations.

By motion of Councilman Davis, seconded by Councilman Pitt, Council approved the Resolution authorizing the advertisement of an offer to purchase certain property.

**RESOLUTION AUTHORIZING THE ADVERTISEMENT
OF AN OFFER TO PURCHASE CERTAIN PROPERTY**

WHEREAS, the City Council of the City of Washington ("City") desires to dispose of certain surplus real property of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

1. The following described real property, having an address of 507 West Second Street, is hereby declared to be surplus to the needs of the City:

That certain tract or parcel of land lying and being in the City of Washington, Beaufort County, North Carolina, more particularly described as follows:

IT BEING that Lot One (1) containing 0.09 acres as shown on survey map entitled "Survey for Timothy M. Evans" prepared by Waters Surveying dated December 3, 2009 and being that same property deeded to the City of Washington by deed dated January 27, 2010 recorded in Book 1710, Page 461, Beaufort County Registry, to which survey map and deed reference is herein made for a more complete and adequate description.

2. The City Council has received an offer to purchase the property described above for the sum of one thousand dollars (\$1,000.00). Said offer, including additional terms, is available for public inspection in the office of the City Clerk.
3. Any person desiring to submit an upset bid shall submit an upset bid within ten (10) days of the date the notice provided for herein is published. Any such upset bid shall raise the offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) and five percent (5%) of the remainder of said offer or any subsequent upset bid. Any person making an upset bid and any subsequent upset bid must deposit with the City Clerk a sum equal to five percent (5%) of the upset bid or any subsequent upset bid.
4. The City Council proposes to accept said offer, subject to the amendments stated herein, unless a qualifying upset bid shall be made.
5. The City Clerk shall cause a notice of such offer, subject to the amendments stated herein, to be published in accordance with North Carolina General Statute § 160A-269.
6. If a qualifying upset bid is received, the City Clerk is directed to re-advertise the offer at the increased upset bid amount and to continue with this process until a ten (10) day period has passed without receipt of a subsequent qualifying upset bid.
7. Any subsequent conveyance of the property described above shall be subject to the following.
 - a. Any restrictive or protective covenant, and a reversionary clause, that, in the sole discretion of the City, are required in order to preserve and restore said property consistent with the City's Historic District Guidelines for existing structures as may be amended, the Secretary of the Interior's Standards for the Treatment of Historic Properties as may be amended, and any other law, code, or guideline applicable to the property.
 - b. A preservation, rehabilitation, and/or maintenance agreement, in the sole discretion of the City, by and between the purchaser and the City. Said agreement will be enforceable by said reversionary clause and shall include, among other things, requirements that the exterior restoration of the structure located on the property be completed within one hundred twenty (120) days and the entire renovation of said structure be completed within two (2) years.
 - c. The purchaser shall be responsible for payment of any taxes due or coming due against the property.
 - d. Any conveyance shall be by special warranty deed.

8. Notwithstanding anything herein to the contrary, the City, without recourse from any individual making the offer or any subsequent qualifying upset bid, reserves the right to cancel this upset bid process and enter an Option to Purchase Real Property for Historic Preservation with the Historic Preservation Foundation of North Carolina, Inc. or convey the property outright to the Historic Preservation Foundation of North Carolina, Inc.

Adopted this 13th day of September, 2010

**s/Cynthia S. Bennett
City Clerk**

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

**APPROVE – FY09 CDBG HOUSING DEVELOPMENT PROGRAM - WHI -
LEGALLY BINDING COMMITMENT**

Chris Hilbert, Holland Consulting Planners stated he and the City Attorney have reviewed and edited the draft LBC included in the FY09 CDBG-HD project application. They have made extensive modifications to clarify the agreement and to guarantee that the city is provided security if the non-profit developer fails to complete the development and conveyance of 13 new stick-built homes to low- and moderate income households as specified in the FY09 CDBG-HD Grant Agreement. The new homes are to be located on parcels on 7th Street and in the Northgate Subdivision, owned by the Washington Housing Authority and Northgate LLC, respectively. The Legally Binding Commitment is required and is the only item left to be submitted to DCA for the release of conditions. We are in the environmental review process for this grant. Reed Whitesell, HCP has worked with the City Attorney in revising some of the language in this document.

Mayor Pro tem Roberson voiced concern over some of the requirements in this document. Mr. Holscher stated a Promissory Note and Deed of Trust will be secured by the properties they purchase and the City will be the beneficiary of those documents/properties. Councilman Mercer voiced concerns over meeting the conditions set forth in this grant. Councilman Mercer and Mayor Pro tem Roberson will meet with the City Attorney to continue review of this document. Concerns were voiced that if WHI does not perform to their obligations of their grant, then what are the City's obligations.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council continued this item until October 11, 2010.

MOSS MARINA – FLOATING BOAT HOUSE/BATHROOMS

Mayor Pro tem Roberson wants the developer of Moss Marina to come forward and produce the off-street parking spaces for the marina. Concern was voiced regarding the floating boat house and sewer accessibility. Mr. Smith stated the current agreement provides for sixteen parking spaces. Mayor Jennings suggested that rather than banning together and taking an adversarial relationship with the developers, that we look for a solution that would be suitable

to everyone. He further noted there was a piece of property between the parking lot and the boat slips which could be large enough for a bathhouse. Council continued discussions regarding the floating boat house/bathhouse.

BYRON CLARK'S UTILITIES

Mayor Pro tem Roberson discussed Byron Clark's utilities issue. Mr. Smith stated Mr. Clark was delinquent in his utility payment and the City made a courtesy call with our automated phone system, prior to Wednesday which was cut-off day. Then on Friday our staff personally called him and notified him he was delinquent and he stated he would have the funds here by Monday. The funds were not here by Monday, subsequently the service was terminated. Mayor Jennings stated he is contesting the \$25 fee. Councilman Mercer stated it sounds as though we followed our normal procedure. Mr. Smith acknowledged we followed procedure and then to the extra step because he's been delinquent in the past we gave him a personal phone call.

LETTER TO HOSPITAL BOARD

Mayor Jennings reviewed a draft letter to the Hospital Board and asked for Council's input.

CLOSED SESSION UNDER NCGS 143-318.11(A)(3) ATTORNEY CLIENT PRIVILEGE: JAMES TRIPP VS. CITY OF WASHINGTON 09-CVS-1298; CITY OF WASHINGTON VS. ANN F. MEREDITH, ET.AL 08-CVS-105 AND 143-318.11(A)(6) PERSONNEL

By motion of Councilman Mercer, seconded by Councilman Pitt to enter into closed session at 9:40pm under NCGS 143-318.11(a)(3) Attorney Client Privilege: James Tripp vs. City of Washington 09-CVS-1298; City of Washington vs. Ann F. Meredith, et. al. 08-CVS-105 and NCGS 143-318.11(a)(6) Personnel.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council agreed to come out of closed session at 10:40 pm.

ADJOURN

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council adjourned the meeting at 10:45pm until September 27, 2010 at 5:30 pm in the Council Chambers at the Municipal.

(Subject to the Approval of the City Council)

**Cynthia S. Bennett
City Clerk**

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

September 27, 2010

The Washington City Council met in a continued session on Monday, September 27, 2010 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; Rev. Edward Moultrie, Councilman; William Pitt, Councilman; Gil Davis, Councilman; James C. Smith, City Manager; and 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; Mick Reed, Police Chief; Gloria Moore, Library Director; Lynn Lewis, Tourism Director; and Mike Voss, of the Washington Daily News.

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

APPROVAL/AMENDMENTS TO AGENDA

City Manager, James C. Smith requested adding Electricities Board Appointment/Nominations.

Mayor Jennings requested adding Closed Session – under § NCGS 143-318.11(a)(6) Personnel.

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

Mayor Pro tem Roberson requested adding the following to the October agenda:

1. Library Operational Hours
2. Parking lot at the Municipal Building

DISCUSSION – ENERGY MANAGEMENT IMPLEMENTATION PLAN

Electric Director, Keith Hardt updated Council on the documents placed before them or emailed to them concerning the Energy Management Implementation Plan. He reviewed the recommendation by the Advisory Board which is currently being worked on. As there was not a quorum at the majority of the meetings, Mr. Hardt pointed out that these are just recommendations. Mr. Hardt noted that these documents maybe important for meetings with any Civic group or can be used one on one individually (as a point of discussion only). The Advisory Board is waiting for direction from Council.

Mayor Jennings inquired if there was anything Council wanted to address in the overall Energy Plan provided by the Advisory Board.

1. Mayor Pro tem Roberson - include individuals with low to moderate income for the weatherization programs.
2. Mayor Jennings advised Council to let Keith Hardt or Jim Smith know if they make a presentation. This will give a list of organizations who has been touched and who hasn't.
3. David Carraway - place this information on Cable 9.

Chief Financial Officer, Matt Rauschenbach discussed the Management Communication Plan that the City will approach and requested Council look at the backup material. ElectriCites has several programs that they have helped market for other Eastern agencies with varying levels of success. ElectriCities has offered to help develop flyers and other media presentations to promote the benefit of the Energy Management Plan. Mr. Rauschenbach noted the short term or immediate benefit to the customer will be credits to their bill.

Utilization of the media:

- Local Government access cable TV
- Web Site
- Face book page
- Video loop in the Lobby (story board)
- Explain program
- Pamphlets in City Hall Lobby (on the counter & discuss with customers when they come in for any service)
- Automated phone calls
- Separate mailing (may be expensive)
- Newspaper

Mr. Rauschenbach mentioned the Residential Energy Efficiency Intern Grant that had been recently awarded had three goals. The third goal that's included in Council documentation is to review the program and develop a recommended approach.

(copy attached)

Councilman Davis inquired about the acceptance of bids for installation of switches. Mr. Hardt stated he had sent out RFP's to establish cost and interest. Councilman Davis inquired as to how quickly this would take to implement and Mr. Hardt stated it was up to Council. The bids will be received by mid October. Mayor Jennings requested to advertise when we hit a milestone.

Mr. Hardt stated a licensed electrician is an issue if the City of Washington does the work. This responsibility cannot be contracted away and will require a licensed electrician to be on staff. Guidance and direction from City Council will be needed at that time. Mayor Jennings asked Mr. Hardt to clarify when a

licensed electrician would be needed. Mr. Hardt explained that you would need an electrical contractor's license in hand to be able to do the installs. Councilman Davis inquired if there are any employees close to having the license and Mr. Hardt said 'no'. Mayor Jennings noted that Mr. Hardt stated we couldn't contract that responsibility but could we hire someone that in addition to that employment had their own business. Mayor Jennings recommended this as being the most suitable arrangement. Mayor Jennings asked how to go about hiring someone in this type of arrangement. Mr. Smith advised a dialogue had already begun with Mr. Rauschenbach and Ms. Hodges to put together a job description. Also, Mr. Hardt noted there was a job description already in place as someone had held a similar position before.

Mayor Pro tem Roberson asked if we could sub-contract this to an electrical firm vs. placing a full time employee on staff. Mr. Hardt advised Council that the pre bid meeting will take place next Monday and bid opening the following Monday (the night of the City Council meeting) and if is any interest, he will bring this information before the Council since he will not have it before the Agenda meeting or email it to them whichever works best.

City Council directed Staff to place on the October agenda for action.

(copy attached)

PRESENTATION – BECKY VEAZEY – MAPS GROUP

Human Resource Director, Susan Hodges introduced Ms. Becky Veazey with the Maps group. Ms. Hodges stated there are several positions where job duties have changed due to reorganization. Ms. Hodges noted she was updating classifications and to make sure employees are being paid correctly in the salary schedule. Changes have occurred in the following departments:

- Fire
- New Planning Position (properly classified as Community Development Planner)
- Building/Codes Enforcement (minimum housing inspection)
- Water Resources (retirement of an individual and the department reorganized)

Ms. Veazey reviewed her background and stated for the last twenty one years she had been traveling the State and working with Local Governments. She works with the City of Washington as a sub-contractor through the North Carolina League of Municipalities. Hand outs were distributed to Council of the study and new assignments and classes of grade status. Ms. Veazey discussed the study and classification/pay recommendations. Ms. Veazey noted the principles being implemented when a classification and pay study is performed is "equal pay for equal work".

Classification side:

1. What are the duties of a job and how those duties compare to duties in other jobs?
2. Looking for classification and job description are accurate and reflect accurate education experience, knowledge, skills, abilities and certification.

Pay side:

1. Labor market and what other places pay for the same type of work.
2. Internal equity with the other jobs within the City.

Mayor Pro tem Roberson inquired if Ms. Veazey would explain Internal Equity. Ms. Veazey directed Councils attention to page 12 of the study and explained using different examples. Councilman Mercer mentioned that page 12 only shows about three communities our size and shouldn't there be more comparison to the towns in the City of Washington category rather than a town of 50,000 - 60,000. Ms. Veazey explained that when a market is selected for analysis, the local geographical market is the most important area to look at. It reflects two things – 1: Most intensive competitors and 2: Reflection of cost of living in the area. Councilman Mercer pointed out that Tarboro was not included in the study. Ms. Veazey explained that Tarboro is in the process of a study now because their current salary is way below market and will be implementing their new recommendation in January. Tarboro was included in the study of 1998 and 2004 but felt it would be inaccurate data to use at this time.

Ms. Veazey reviewed pages 5 & 8 and her recommendations for all positions in the aforementioned departments. Ms. Veazey stated she would like to leave this information with Council and come back at a later date for action. Also, she noted it has been six years since the last full classification and pay study had been conducted. Generally it is recommended that studies be conducted every five years. Lastly, she advised that the City had requested for them to look at the ranges, the difference between the hiring rate and the maximum of each salary range. Currently the range for Washington is 48%. Recommendation was not made in 2004 to implement this change. She is recommending adjusting the range from 48% to 50% to what they found to be the rule of thumb around the State. This change in market should be reflected in the ranges for Washington as well and will facilitate the proposed change in the City's department head travel bonus program.

Mayor Pro tem Roberson suggested when you look at payroll classification plan an important thing to consider would be looking at the per capita income that is in each county. Ms. Veazey explained that is not part of the standard methodology. Ms. Veazey elaborated by stating when you go into the market you are buying a set of skills. Councilman Roberson asked for an explanation on the minimum classified pay range. Ms. Hodges explained the process from

hiring rate to minimum rate. Ms. Hodges also explained the progression for receiving a salary increase.

Mayor Jennings inquired if there was a total cost. Ms. Hodges stated that was not included. Ms. Hodges provided the cost impact as follows:

- Fire - \$2700
- Waters Resources – 5% already budgeted due to retirement

Mayor Jennings directed Ms. Hodges to have these numbers available on the recommendations that is before Council now at the October 11th meeting. Councilman Mercer inquired as to the assignment of classification stating “draft”, what does it includes? The only change is the fact of moving some from one classification to another. Ms. Hodges stated the draft includes expanding the ranges to 50% subject to Council approval. Hiring rates did not change but added 2% at the very top of the range. Hiring rate X 1.5 becomes the max. Councilman Roberson requested more information concerning the market value.

(copy attached)

**PRESENTATION – PRESERVATION NC
DISCUSSION – STATUS OF CURRENT GRANTS (2010 DEPARTMENTAL
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND NON-
ARRA FUNDING OPPORTUNITIES)**

Chief Financial Officer, Matt Rauschenbach introduced Ms. Claudia Devine of Preservation NC. Staff met with Ms. Devine who covers twenty seven counties and discussions were held concerning the property the City end of owning through rehabilitation.

Ms. Devine presented an overview of Preservation North Carolina’s work in Northeastern North Carolina. Preservation North Carolina was founded in 1939 and is the only private nonprofit statewide historic preservation organization. They are known worldwide for its award-winning Endangered Properties Program. Its mission is to protect and promote buildings, landscapes and sites important to the diverse heritage of North Carolina. Preservation NC has saved more than 600 endangered historic properties, generating an estimated \$200,000,000 in private investment.

Programs include:

- Endangered Properties Program
- Stewardship Properties
- Educational and Technical Assistance
- Advocacy
- Resource Development

Acquiring Legal Interest in Property:

- Donations
- Options to purchase (the most common)
- Purchase

Once interest is received, the property is marketed thru magazines and website at www.PreservationNC.org. Two agreements involved in the process 1: Rehabilitation and 2: Protective Covenants. Once the sale is closed, Preservation NC conveys the title to the property owner (buyer from Preservation NC) Preservation NC buy it from the seller and sell it to their buyer. Any funds that come in above the marketing fee goes back to replenish Preservation NC fund.

Council recess at 6:50 pm and reconvened at 7:00 pm.

By motion of Councilman Pitt, seconded by Councilman Rev. Moultrie, Council agreed to extend the meeting until 8 pm.

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

Special Projects, Bianca Gentile briefly summarized the current open grants. Ms. Gentile stated the State Energy Intern Grant had been awarded for \$30,000. Clearance was received late Friday afternoon to begin the project proposed. Mayor Pro tem Roberson questioned the contract stating the original contract was entirely different front the second one. Ms. Gentile agreed citing the State did not one to mix the State Energy Program Funds with the Internship Program and the Weatherization money comes from a different pot of money. Student interns will be in place by October 11, 2010 if possible.

Councilman Mercer expressed concerns on the benefit cost analysis involving the Police Facility. Ms. Gentile stated on Friday afternoon they realized the numbers plug into the benefit cost analysis to validate the price of the building represented the 2008 tax card and haven't been able to get a new benefit cost analysis that the State will validate. Ms. Gentile stated she anticipates an increase in funds due to 2009 tax revaluation for the building value (without the multiplier from \$359,000 to \$661,000 including 2009 tax card). Once the land value has been included it will total over \$701,000. This project will need to be submitted as a first step because the City will participate as a sub-grantee with the State of North Carolina. The entire grant which represents all the municipalities will present a Federal Grant application.

(copies attached)

**UPDATE – KEYSVILLE ROAD PROJECT
PRESENTATION – TOURISM DEVELOPMENT AUTHORITY MARKETING
UPDATE**

City Manager, James C. Smith, updated Council on the status of Keysville Road affordable housing project. This update concerns a 2005 CDBG grant.

(begin memo)The City of Washington in cooperation with the nonprofit Metropolitan Housing CDC received a \$250,000 FY 2005 – 2006 Community Development Block Grant to assist in the construction of affordable single-family housing units. The project was intended for a parcel of land off Keysville Road. The initial site intended to be purchased for the project was found to be in an estate with multiple heirs. The project was subsequently relocated to an adjacent site. The City purchased the land and easements for the extension of utilities using \$130,000 of the original \$250,000 grant. Due to the change in location and the necessity of acquiring additional easements the project has experienced significant delays.

On Thursday City representatives and our project consultant, Holland Consulting, met with Metropolitan housing to discuss the steps necessary to move the project forward. The State Department of Community Assistance (DCA) has noted that an environmental assessment was not completed on the new site. This step will be necessary in order for the project to move forward. Holland Consultants has agreed to perform the environmental assessment at no cost to the City.

It has become apparent that additional grant monies will be necessary in order to complete the project which now requires redesign and additional utility extension. Once the environmental assessment on the new site is completed DCA has indicated its willingness to assist Metropolitan Housing and the City with the necessary funds to move the project forward. (end memo)

Councilman Mercer expressed several concerns. He inquired if a commitment can be made having the project off the table by the end of October. Mr. Smith shared discussions have been addressed of going to Raleigh and he can't promise having approval from (DCA) for additional funds by October. Mayor Pro tem Roberson suggested a two-fold problem the City is having 1: the original site change causing an environmental impact statement for the first site and the State provided a release of funds. The City Attorney (Fred Holscher) did a property search and discovered it wasn't exactly the right tract. This is when the City had to look at alternate #2 and alternate #2 did not have any water and sewer. State changed the administrator at the end of the third year. The new administrator did not agree with the original plan administrator and stated she needed a check mark by the environmental assessment. Mayor Pro tem Roberson stated that once did has been completed the State will work towards releasing the obligations that we have.

Mayor Jennings suggested placing a definitive time on this project and suggested if no action by November 8, 2010 then include this on the agenda. Planning Director, John Rodman updated Council on an email received from Vicky Miller, Assistant Director of Community Planning and Development, in which he shared they are in the process of drafting a letter of the findings for the City.

TOURISM DEVELOPMENT MARKETING UPDATE

Tourism Director, Lynn Lewis shared the marketing efforts of Tourism Development. The comprehensive plan for FY-2011 includes:

- On line and internet marketing
- Print
- Outdoor and Radio
- Revamp & Redesign website - more users friendly (won a destination marketing award in June and presented by their peers)
- Sponsorship and web banner on cruisers.net
- Visit NC (free)
- Face book
- Monthly E newsletter
- Southern Living (this year)
- Our State Magazine
- Partnership with Washington Harbor Alliance - promoting Washington as a place where people can come and stay when they are visiting Greenville
- Billboards & partner billboards
- North Carolina Weekend (UNC TV)
- Research efforts (surveys)
- Washington Ironman (October)

DISCUSSION – COMPREHENSIVE PLAN UPDATE

Planning Director, John Rodman reviewed the City's Comprehensive Plan. Mr. Rodman noted that the Comprehensive Plan is a statement by the community of where it is today, what it is today and where it wants to be in the future. The Comprehensive Plan answers three main questions for the City of Washington:

- Where are we?
 - The Current "Comprehensive Plan" was developed as an addendum to the City's 2006 CAMA Land Use Plan.
 - The Plan was adopted by City Council in 2008
- Where do we want to go?
 - The Comprehensive Plan serves as the basis for zoning and other land use controls
- How do we get there?
 - Preparing to plan – 3 to 6 months.

- Making the plan – 6 months to 2 years.
- Adopting the plan – up to 6 months.
- Implementing the plan – up to 20 years
- Updating the plan – every 5 years
- Assembling the Steering Committee
 - ❖ Responsibility of the Planning Board?
 - ❖ Can be decided from among the stakeholder list.
 - ❖ Use the City Council to advise on members of Steering Committee

Mr. Rodman elaborated on the need for an updated Comprehensive Plan and that \$20,000 has been budgeted plus an additional \$10,000 that can be used. Consultants are unlikely to cost less than \$20,000 and it averages around \$40,000 depending on how conclusive you want the plan to be. The Planning Board recommends going to the RFP (Request for Proposals). Mr. Glenn Moore, Planning Administrator for the City of Washington will handle the Comprehensive Plan project and will have it ready to present on the October 11, 2010 meeting. Copies of the RFP have been provided Council for review and comments.

Mayor Jennings tasked Council to look over this during the next several weeks and the key will be acquiring the right consultant.

DISCUSSION – WATER SHORTAGE RESPONSE PLAN

Public Works Director, Allen Lewis presented a review of the Water Shortage Response Plan.

(begin memo)As noted at the September 13, 2010 Council meeting, the Public Works department has been working on a Water Shortage Response Plan for some time now to meet the minimum requirements of NCGS 143-355.2(a) as well as NCAC 02E.0607. We have finally met all of these requirements and have received written approval of the plan as submitted to you for the September 13 meeting. Since that time, City Attorney Franz Holscher has made some recommended changes which are shown in red in the attached document. This plan would be implemented in the event of drought conditions in an effort to conserve water consumption. Again, as noted two weeks ago and as a point of reference, during the dry spell we had in this area a few years ago, we never came close to the triggers that would have required any mandatory consumption reductions outlined in the attached plan.

Also, I sent you an e-mail on September 15 in reference to this subject that you may want to review as well. (end memo)

Mayor Pro tem Roberson questioned who would be the enforcement agency? Will you receive a citation stating this is a warning? He feels that whatever the process, this would be helpful to the general public. Mayor Jennings asked Mr. Lewis to speak to how unlikely this plan will be required to

implement. Mr. Lewis expounded on the certain triggers that would need to be met. Basically the water levels will need to get down to 20 feet of the pump at each of the eight wells. In order for the first trigger to be met, three of those wells will need to be at that point. Mr. Lewis reiterated that two or three years ago when we had a State drought, the City did not get close to that number. Councilman Mercer noted he also had some reservations about the enforcement.

City Attorney, Franz Holscher stated that his main concern was for this to be legal enforceable, that it would have to be reduced to an ordinance. Discussions have been reviewed as to whether the entire plan would go into the ordinance or the enforcement section and referencing a stand-alone document. Mr. Holscher stated he was willing to explore this and he feels the easiest would be to become a part of the code. Mayor Jennings inquired if it was a requirement of the plan that the City reduce it to an ordinance or make it part of the code and Mr. Holscher shared he had reviewed the enabling legislation and it doesn't speak to passing it as an ordinance but if you were to cite someone criminally for not participating in the plan, they can walk in the court and say it hasn't been ordained and it can't be enforced against me. Mr. Holscher mentioned problems he is having in other places in the code.

Mayor and City Council instructed staff to have this ready by November 8, 2010.

DISCUSSION – END OF YEAR PURCHASE ORDERS

Chief Financial Officer, Matt Rauschenbach updated Council on the end of year purchase orders and noted the schedule was included in the package Council received. Mr. Rauschenbach explained that the purchase orders that the City uses is more of a budgeting technique. Also, another implementation as a result of this process, when installment purchases and/or cash capital projects cross years, it becomes difficult to keep up with the various projects for a particular year. If they are all handle in the same account going forward we will end up with installment purchases (Mr. Rauschenbach shared an example). This year installment purchases will be tracked in a separate account. By doing so, when you come to the end of a capital calendar year you can determine whether those projects were depleted.

Mayor Pro tem Roberson questioned #7 – Coastal Science and Engineering contract and Mr. Rauschenbach stated the one for Coastal Science and Engineering firm can be canceled if it proves to be the wrong vendor. Councilman Mercer questioned projects #19 and #20 dealing with Substation Maintenance. Councilman Mercer stated it look as though a purchase order had been issued for \$190,000 to complete the project and he requested more details. Mr. Rauschenbach stated the purchase order had not been issued, the requisition has been made and being held because it exceeds the threshold. This will to Council for approval during the October meeting. Mr. Rauschenbach

briefly explained #19 and #20 and will fully address these items at the next City Council meeting.

NOMINATIONS – ELECTRICIES JOINT BOARD OF DIRECTORS

Councilman Davis inquired as to when the last time someone represented the City on that board. Electric Director, Keith Hardt stated the last appointment was Mr. R. L. Willoughby in 2001.

Councilman Mercer noted that the two individuals that are currently serving and has been there for a year are both eligible for re-election this year. No other nominations were presented.

MEETING WITH THE ELECTRIC DEPARTMENT EMPLOYEES

Mayor Jennings mentioned the meeting with the Electric Department Employees has been scheduled for Wednesday, September 29, 2010, 3pm at T & D.

By motion of Councilman Davis, seconded by Mayor Pro tem Roberson, Council agreed to extend the meeting until 9 pm.

CLOSED SESSION – UNDER § NCGS 143-318.11(a)(6) PERSONNEL

By motion of Councilman Mercer, seconded by Councilman Pitt, Council agreed to go into closed session under NCGS 143-318.11(a)(6) at 8 pm.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council agreed to come out of closed session at 8:55 pm.

**ADJOURN – UNTIL MONDAY, OCTOBER 11, 2010 AT 5:30 PM IN THE
COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING**

By motion of Councilman Davis, seconded by Councilman Pitt, Council adjourned the meeting @ 9:00 pm until October 11, 2010 at 5:30 pm in the Council Chambers at the Municipal.

(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 Council
From: Philip Mobley, Director Parks and Recreation
Date: September 30, 2010
Subject: Accept- Grant from Mid-East Commission Area Agency on Aging and Adopt Reallocation Budget Ordinance Amendment for Grant
Applicant Presentation: N/A
Staff Presentation: N/A
RECOMMENDATION:

- (1) I move that City Council accept a grant in the amount of \$33,244 from the Mid-East Commission Area Agency on Aging and authorize the Mayor to execute the grant agreement.
- (2) I move that City Council adopt a budget ordinance amendment in the amount of (\$3,409) to account for the final grant funding in the Senior Programs Division of the Recreation Department.

BACKGROUND AND FINDINGS:

The Grace Martin Harwell Senior Center has been awarded a grant in the amount of \$33,244 for general health promotion, general purpose services and senior center operations. The City originally budgeted \$36,653 in grant revenue and \$2,444 in local match in the FY 10/11 budget for this anticipated grant. The attached budget ordinance amendment in the amount of (\$3,409) changes the funding for the grant in this year's budget to correlate with the actual grant amount. Once the ordinance is adopted the Senior Center will have a total of \$39,658 to be spent on the outlined programs (\$33,244 grant funds and \$6,414 in local match funds).

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review:  Concur _____ Recommend Denial _____ No Recommendation 10/6/10 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2010-2011**

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

Section 1. That the Estimated Revenues in the General Fund be decreased in the amount of \$3,409 in the account Mid-East Grant, account number 10-40-3621-3300.

Section 2. That the following account numbers in the Senior Programs portion of the General Fund appropriations budget be increased or decreased in the amounts shown to reflect the actual grant award:

10-40-6123-0200	Salaries	(\$1,848)
10-40-6123-0301	Part-Time Salaries -Mid-East	10,000
10-40-6123-4500	Mid-East Grant Match	(111)
10-40-6123-4501	Mid-East Grant -General HP	(6,450)
10-40-6123-4504	Mid-East Grant-Center Operations	<u>(5,000)</u>
	Total	<u>(\$3,409)</u>

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 11th day of October, 2010.

MAYOR

ATTEST:

CITY CLERK

CONTRACT FOR AGING SERVICES
 PROVIDED THROUGH THE OLDER AMERICANS ACT AND
 STATE APPROPRIATED FUNDS FROM
 MID-EAST COMMISSION AREA AGENCY ON AGING

THIS AGREEMENT, entered into as of this 1st day of July, 2010, by and between City of Washington Grace Martin Harwell Senior Center, (hereinafter referred to as the "Contractor") and the Mid-East Commission Area Agency on Aging, (hereinafter referred to as the "Commission").

WITNESSETH THAT:

WHEREAS, the Commission desires to engage the Contractor to render certain services in connection with an activity(ies) financed in part by Title III-F Older Americans Act grant funds provided to the Commission from the United States Department of Health and Human Services through the North Carolina Division of Aging; and/or state appropriations for aging services made available through the North Carolina Division of Aging; and

WHEREAS, the Contractor desires to render such services in connection with the said activity(ies).

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Employment of the Contractor. The Commission hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein. The terms set forth in this Agreement for payment, continuation, or renewal are contingent upon the receipt of funds by the Commission.
2. Scope of Services. Contractor shall do, perform and carry out in a satisfactory and proper manner the following work and services:

<u>Service</u>	<u>Federal/State Dollars</u>	<u>Local Match</u>
Health Promotion (General)	\$ 4,000	\$ 444
General Purpose	\$12,244	\$4,081
Senior Center Operations	\$17,000	\$1,889

All services are to be performed in full compliance with the North Carolina Division of Aging Service Standards and Definitions, a copy of which has been furnished to and studied by the Contractor.

The Contractor shall give priority for services to those older persons with the greatest economic or social needs, with particular attention to low income minority individuals.

Conditions of this Agreement, if any, must be satisfactorily addressed as specified in Schedule A. The Commission may withhold payments under this Agreement until these conditions are satisfied.

3. Contract Administrator. The contract administrator for the Commission shall be Cynthia Davis, Aging Program Director. The contract administrator for the Contractor shall be Carolyne Everett, Special Populations Supervisor.

It is understood and agreed that the contract administrator for the contractor shall represent the Contractor in the performance of this Agreement. The Contractor shall notify the Commission in writing if the administrator changes during the contractual period.

4. Time of Performance. The services of the Contractor are to commence no later than July 1, 2010 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30, 2011.

5. Option to Renew Agreement. Contingent upon the availability of federal and/or state funds from the North Carolina Division of Aging, and the Contractor's having satisfactorily performed the contractual requirements set forth in this Agreement, the Contractor will have the option to renew this Agreement, for a twelve month period, commencing July 1, 2011 and ending June 30, 2012. The option to renew is applicable only to those services that generate units of service and is exercised as follows: The Commission will notify the Contractor of receipt of Title III and state appropriations from the Division of Aging and of any change in the volume of units to be provided during the second year of the Agreement. If the Contractor wishes to exercise its option to renew, the Contractor shall respond to this notification via certified mail within the timeframe specified in the notification, indicating its willingness to enter into a twelve-month renewal period.

6. Terms of Renewal. The unit cost of the renewal period will remain the same as the initial Agreement with the following exceptions:

- a) The Commission may negotiate an increase in unit cost up to 10%, if for the renewal period units are to be reduced. The Commission reserves the option to negotiate a lower unit rate if units are increased or other factors warrant such considerations.
- b) The Commission may negotiate a unit cost increase on the basis of an increase in the Consumer Price Index (CPI). If the Contractor proposes to increase unit costs on the basis of an adjustment in the CPI, the Contractor must demonstrate to the

satisfaction of Commission that the adjustment is applicable to the provision of the service prior to Commission approval.

- c) Unit cost may be adjusted on the basis of anticipated and justifiable increases or decreases in program income receipts.
- d) Unit cost may be adjusted based upon an increase or decrease in other resources which affect the net service cost.

7. Compensation and Payments to the Contractor. The Contractor shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Commission. The total compensation to be paid the Contractor under this Agreement may not exceed the amount set forth in paragraph 2. The AAA unit rate is based upon the projected expense and revenues as specified in the Unit Cost Computation Worksheet. This worksheet shall become a part of the Agreement. The Commission's obligation to pay the Contractor any amount under this Agreement is conditioned upon receipt of funds from the Division of Aging.

- a) Method of Payment. After the first month, Contractor shall submit a monthly report to the Commission on the number of service units delivered and capital cost through the end of prior month for reimbursement. All financial and MIS reports must be submitted by the Contractor to the Commission by the third working day of each month. Funding will not be requested that month from the Division of Aging if reports are received later than the tenth working day, but will be requested the following month.
- b) Reallocation of Grant Funds. It is understood and agreed that in the event the Contractor's rate of progress on this Agreement is leading to the under- utilization of the funds allocated, and if the Contractor cannot demonstrate how funds will be utilized during the Agreement period, then upon notice to the Contractor, the Commission may decrease the total compensation to be paid hereunder in order to reallocate to other Agreements.
- c) Revision to the Budgeted AAA Unit Cost. The Commission will consider revisions to the AAA unit rate, as specified in paragraph 2, after January 1, upon the written request of the Contractor. A request to revise the budget by increasing unit cost and decreasing units will be approved by the Commission only if circumstances relating to such a request are beyond the control of the Contractor. With the exception of private-non-profit agencies with no history of providing the contracted services, errors in calculating or estimating service expenses and revenues will not be considered a circumstance outside the control of the Contractor so as to justify a request for a budget adjustment. Reimbursable unit cost may be adjusted up to fifteen (15%) percent. The Contractor is limited to two budget adjustments per funding source between January 1 and May 30. Additional adjustments may be required or approved by the Division of Aging.

8. License and Permits. The Contractor shall maintain all required licenses, permits, bonds, and insurance required for carrying out contractual services, as specified in paragraph 2. The Contractor shall notify the Commission immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds, or insurance shall be a basis for the Commission to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause.

9. Disaster Assistance. In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes, or other disaster-related situations, the Contractor shall cooperate with requests for assistance from the Commission on behalf of the elderly individuals.

10. Participant Input. The Contractor shall, with the assistance of the Commission, develop a procedure for providing elderly service recipients with an opportunity to assess and evaluate the program. This assessment shall be performed on an annual basis.

11. Program Income. No person age sixty or older receiving services under the terms of this agreement shall be required to pay any part of the cost of the service(s). However, older persons shall be given the opportunity by the Contractor to make a contribution toward the cost of the service(s) they receive and may be informed of the total unit cost of the services incurred by the Contractor. Older persons' financial contributions and all other funds generated by the Contractor as a result of Agreement activity, including interest earned on any funds under this Agreement, shall be considered program income. Program income must be fully accounted for by the Contractor, reported to the Commission, and used during the Agreement period to offset the cost or enhance the quantity of the services provided.

12. Collection of Required Matching Resources. Recognizing its obligation to provide matching resources under this agreement, the Contractor hereby agrees to secure and contribute in-kind to the project the required local matching resources, where applicable. Minimum local matching requirements, based upon net project costs, are as follows:

In-Kind	10%
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Net project costs shall mean total project costs less program income received. The Commission will not be obligated to make any payments (as required by paragraph 7(a)) until the Contractor shall deposit to the project account, or otherwise furnish to the project, the required local match for the grant funds requested. In no case shall the local match directly or indirectly consist of federal funds or state funds from any source, or amounts paid to the Contractor under this Agreement. The Commission will monitor the local match during their assessment visits.

13. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the Commission. All personnel engaged in the work shall be fully qualified.
14. Approval of Subcontract or Assignability. The Contractor shall not assign all or any portion of its interest in this Agreement, nor shall any of the work or services to be performed under this Agreement by the Contractor be subcontracted, without the prior written approval of the Commission.
15. Management Information System (MIS) Requirements. All program performance and financial reports must conform to the requirements of the Division of Aging's automated Management Information System (MIS). The Contractor will be required to participate in the automated MIS by supplying the necessary and required input data. The Contractor will also be required to attend appropriate training workshops by the Division of Aging or the Area Agency on Aging. Failure to comply with these requirements shall be a basis for the Commission to disallow all or part of payments due under this Agreement and/or termination of this Agreement for cause. Contractors are required to participate in the MIS users fee. The fee shall apply to each of the units generating services specified in paragraph 2 and shall be based upon the following formula:

Estimated unduplicated persons (X) rate (.25) X Contractual Months = Fee

A proportionate share of this fee shall be transmitted to the Commission quarterly.

16. Documentation of Units and Associated Expenses and Revenues. The Contractor shall maintain documentation which demonstrates that services reimbursed by the Commission are in full compliance with the Division of Aging Service Standards. Further, the Contractor must maintain full documentation of all expenses and revenues associated with the delivery of contractual services. The Contractor documentation shall include: timesheets for each employee showing time spent on services for clients; receipts for any supplies purchased for use on this Agreement; any applicable subcontract expenditures; all applicable overhead and indirect expenditures; and such other documentation necessary to substantiate overall costs of delivering the contracted service. The Contractor shall maintain all financial and program records for a period of three (3) years from the date of final payment under this Agreement for inspection by the Commission, the North Carolina Division of Aging, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the Contractor's records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
17. Inspections. Authorized representatives of the Commission and the North Carolina Division of Aging may at any reasonable time review and inspect the Project activities and data collected pursuant to this Agreement. All reports and computations prepared by

or for the Contractor shall be made available to authorized representatives of the Commission and the North Carolina Division of Aging for inspection and review at any reasonable time in the Contractor's office. Approval and acceptance of such material shall not relieve the Contractor of its professional obligation to discover and correct at its expense, any errors found in the work. To ensure adequate review and evaluation of the work, and proper coordination among interested parties, the Commission shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Commission's staff will conduct scheduled onsite assessments and may also make unannounced visits for the purpose of evaluating the Contractor's work.

18. Compliance with Requirements of the Commission, United States Department of Health and Human Services, State of North Carolina, and North Carolina Division of Aging. The Contractor agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Title III of the Older Americans Act of 1965, as amended, and/or applicable State Law, and that all services will be performed in strict conformity to such existing regulations and any such regulations validly promulgated subsequent to the execution of this Agreement. The Contractor shall be bound by the applicable terms and conditions of the Notification of Grant Award executed by the Commission and the North Carolina Division of Aging. Said Notification of Grant Award is on file in the office of the Commission and is hereby made a part of this Agreement as fully as if the same were attached hereto. The Contractor further agrees to comply with any and all applicable standards for service which are or may be specified by the North Carolina Division of Aging and which are hereby made a part of this Agreement as fully as if set forth herein.
19. Data to be Furnished to the Contractor. All information which is existing, readily available to the Commission without cost and reasonably necessary, as determined by the Commission's staff, for the performance of this Agreement by the Contractor shall be furnished to the Contractor without charge by the Commission. The Commission, its agents and employees, shall fully cooperate with the Contractor in the performance of the Contractor's duties under this Agreement.
20. Rights in Documents, Materials, and Data Produced. Contractor agrees that at the discretion of the Commission, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Commission upon termination or completion of the work. Both the Commission and the Contractor shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
21. Identification of Document. All reports and other documents completed as part of this Agreement shall bear on title pages of such reports, or documents, the following legend: "Prepared by Contractor under Agreement with Mid-East Commission." The date (month and year) in which the document was prepared and source of federal funds shall also be shown.

22. Interest of Contractor. The Contractor covenants that neither the Contractor nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Contractor's service hereunder in an impartial and unbiased manner. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Contractor as agent, subcontractor or otherwise.
23. Interest of Members of the Commission and Others. No officer, member or employee of the Commission, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.
24. Officials not to Benefit. No members of or delegates to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise herefrom.
25. Equal Employment Opportunity.
- (a) The Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of race, color, handicap, religion, age, sex or national origin. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (p.l. 88-352) and all requirements imposed by or pursuant to the Regulation to assure that subcontractors and applicants selected for employment are treated during employment without regard to their race, color, handicap, religion, age, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations, rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities. The Contractor certifies that it presently has in effect an affirmative action program. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Contractor state that Contractor is an "Equal Opportunity Employer."
- (b) The Contractor shall make no distinction because of race, color, handicap, religion, sex or national origin in providing to eligible individuals any services or other benefits under projects financed in whole or in part with Older Americans

Act funds. (This provision excludes age since the Older Americans Act serves only older persons by design and law.)

- (c) The Contractor shall keep such records and submit such reports concerning characteristics of applicants for employment and employees as the Commission and the North Carolina Division of Aging may require.
 - (d) The Contractor agrees to comply with such guidelines as the Commission or the North Carolina Division of Aging may issue to implement the requirements of this paragraph.
26. Audit. The Contractor agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging Policy and Procedures, and Federal Office of Management and Budget (OMB) Circulars applicable to the Contractor's organizational structure. Audits for state and local governmental agencies shall meet the requirements specified in OMB Circular A-128. Audits for all other Contractors shall meet the requirements specified in OMB Circular A-133. This audit is to be performed and resolved within six months of the close of the contractual period and must cover the period of the contract. If the Contractor's fiscal year is different than the period July 1 to June 30, a copy of all audit reports covering the period July 1 to June 30 must be provided. In addition to the audit report, the Contractor shall submit a completed Unit Cost Computation Worksheet which reflects actual cost and revenue data for fiscal year 1997-98 by 12/15/98. The audit shall be performed by an independent firm of Certified Public Accountants. Revenues and expenditures for this program must be clearly and separately stated with the audit report. Upon completion of the audit, the Contractor shall deliver to the Commission a copy of the audit report and any opinion letter. The Contractor agrees to submit to any additional review as deemed necessary by the Commission, the State of North Carolina, or the Federal Government. The Contractor agrees to permit monitoring by the Commission, its staff and appropriate representatives, and to comply with such reporting procedures as may be established by the Commission. The Contractor further agrees that all pertinent financial records shall be made available for copying upon request by the State or Federal Government, or their agents.
27. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the Contractor is responsible to the Commission clarifying any audit exceptions that may arise from any Commission assessment, contractor's single or financial audit, or audits conducted by the State or Federal Government. In the event that the Commission or the Department of Human Resources disallows any expenditure made by the Contractor for any reason, the Contractor shall promptly repay such funds to the Commission pending the resolution of any appeal that the provider may file in accordance with paragraph 32.
28. Indemnity and Insurance. The Contractor agrees to indemnify and save harmless the Commission, its agents and employees from and against any and all loss, cost, damages, expense and liability arising out of the Contractor's performance of this Agreement. The Contractor, at its expense, shall procure and maintain for the duration of this

Agreement, the following policies of insurance to cover losses which occur during the contract period:

- (a) Automobile bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$25,000 each person. \$50,000 each occurrence bodily injury liability and \$10,000 each occurrence property damage liability. If the Contractor is funded to provide transportation services, then insurance to cover medical payments shall also be required.
- (b) Workers Compensation and Occupational Disease Insurance meeting the statutory requirements of the State of North Carolina and employers' liability insurance for an amount of not less than \$100,000.
- (c) If the Contractor, with the permission of the Commission, subcontracts any of the work or services under this Agreement, then the Contractor shall require the subcontractor to carry the appropriate insurance and to save harmless the Contractor and the Commission.

Certificates of Insurance reflecting such coverage must be furnished to the Commission and shall contain the provision that the Commission be given thirty days written notice of any intent to amend or terminate such policies by either the Contractor or the insuring company.

- 29. Contractor is to perform hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Commission and the Contractor, shall be incorporated in written amendments to this Agreement.
- 30. Termination of the Contract for Cause. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Commission shall have the right to terminate this Agreement by giving the Contractor written notice of such termination no fewer than 15 days prior to the effective date of the termination. If for just cause the Contractor is unable to perform the contractual service(s) specified in paragraph 2, the Contractor shall have the right to such termination no fewer than 15 days prior to the effective day of the termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Commission become its property. The Contractor shall be entitled to receiving just and equitable compensation for any work satisfactorily performed under this Agreement. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Commission shall have the right to terminate this Agreement by giving the Contractor written notice of such termination no fewer than 15 days prior to the effective date of the termination.

31. Termination for Convenience. The Commission may terminate this Agreement for the convenience of the Commission at any time by giving written notice to the Contractor of such termination and specifying the date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected shall, at the option of the Commission, become its property. If this Agreement is terminated by the Commission, as provided in this paragraph, the Contractor will be paid an amount equal to the budgeted AAA cost multiplied by the number of units actually provided during the Agreement period less payments of compensation previously made by the Commission. Provided, however, if this Agreement is terminated because of default by the Contractor, the provisions of paragraph 30 hereof shall prevail.
32. Disputes. Any disputes which arise in the interpretation of this Agreement shall be resolved in the following manner:
- (a) A letter must be written to the Executive Director of the Commission stating the exact nature of the complaint, and requesting a hearing. Upon receiving the letter of complaint, the Executive Director will forward a copy of such letter to the Chairman of the Commission Board, the Chairman of the appropriate advisory committee, and the staff person responsible for that particular program area. The initial appeal must be submitted within ten (10) working days after action has taken place which constituted the appeal.
 - (b) The Executive Director of the Commission will hold a consultation with the person/organization filing the complaint. The person will be allowed sufficient time to present his case and will be requested to answer questions.
 - (c) If a hearing is still desired, a meeting of the Aging Advisory Committee will be held upon written request stating the exact nature of the complaint from the person/organization filing a complaint. This person will be allowed sufficient time to present this case and will be requested to answer questions.
 - (d) The next appeal must be made directly to the Commission making a written request stating the exact nature of the complaint to the Chairman of the Board. The Chairman will advise the person/organization filing the complaint of the date and time that he is scheduled to appear before the Board of Directors. Sufficient time will be allowed for presentation of the complaint and that person/organization will be requested to answer questions. The Commission will be requested to answer questions. The Commission Board of Directors will render a decision regarding the complaint within thirty days following the hearing.
 - (e) The next appeal must be made to the N.C. Division of Aging and must be in written form stating the exact nature of the complaint to that agency with a copy sent to the Commission. The Contractor has thirty days from the date of the adverse decision by the Commission Board of Directors to file an appeal with the

Director of the Division of Aging. The State Agency will inform the person/organization filing the complaint of its appeals procedures and will inform the Commission that a complaint has been filed. Procedures thereafter will be determined by appeals process of the State Agency. State Agency address is as follows:

Director
North Carolina Division of Aging & Adult Services
2101 Mail Service Center
Raleigh, NC 27699-2101

33. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina and all questions of interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to specific resolutions of their respective governing bodies or boards, as of this day and year first above written.

CITY OF WASHINGTON GRACE MARTIN HARWELL SENIOR CENTER

ATTEST:

BY: _____

TITLE: _____

DATE: _____

MID-EAST COMMISSION
AREA AGENCY ON AGING

ATTEST:

Cynthia L. Davis
AREA AGENCY ON AGING
AGING PROGRAM DIRECTOR

BY: [Signature]

TITLE: Executive Director

DATE: SEP 8 2010

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: Janet E. Dodge, JD
MID-EAST COMMISSION'S FINANCE OFFICER



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: **Mayor Jennings & Members of Council**
From: Philip Mobley, Director Parks and Recreation
Date: October 11, 2010
Subject: Accept- Grant from Mid-East Commission Area Agency on Aging (\$6,665) and Adopt-Budget Ordinance Amendment for Grant (\$6,665)

Pum

Applicant Presentation:
Staff Presentation:
RECOMMENDATION:

- (1) I move that City Council accept a grant in the amount of \$6,665 from the Mid-East Commission Area Agency on Aging.
- (2) I move that City Council adopt a budget ordinance amendment in the amount of \$6,665 for the additional grant funding in the Senior Programs Division of the Recreation Department

BACKGROUND AND FINDINGS:

The Grace Martin Harwell Senior Center has been awarded additional monies in the amount of \$6,665 for the Family Caregiver Support Program. This Grant requires no local match.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment
Family Caregiver Support Program Contract

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *gjt* Concur _____ Recommend Denial _____ No Recommendation 10/6/10 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2010-2011**

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$6,665 in the account Mideast Grant - Recreation, account number 10-40-3621-3300.

Section 2. That account number 10-40-6123-4509, Mideast Grant – Care Giver Support, Senior Programs portion of the General Fund appropriations budget be increased in the amount of \$6,665 to provide funds for caregiver support services.

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 11th day of October, 2010.

MAYOR

ATTEST:

CITY CLERK

Family Caregiver Support Program Contract

This agreement entered into as of the 1st of July, 2010 with the Grace Martin Harwell Senior Center (hereinafter referred to as Contractor), and the Mid-East Commission Area Agency on Aging, (hereinafter referred to as AAA), with offices located at 1385 John Small Avenue, Washington, North Carolina, WITNESSETH THAT;

Whereas, AAA wished to make available certain services to Family Caregivers within a service area hereafter described; and,

Whereas, The Contractor desires to assist AAA in this endeavor,

Now, therefore, the parties hereto do agree as follows:

1. **Employment of Contractor:** AAA hereby agrees to engage the Contractor; the Contractor thereby agrees to perform the services hereinafter set forth. (Respite Services for eligible caregivers).
 2. **Time of Performance:** The services of the Contractor are to commence on July 1, 2010 and shall be completed by June 30, 2010.
 3. **Scope and Location of Services:** The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by AAA, the agreements and assurances required in the Request for Proposal.
 4. **Personnel:** The Contractor represents that it has, or will secure at its own expenses, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any other contractual relationship with AAA. All personnel engaged shall meet agencies qualifications.
- It is understood and agreed that Cynthia Davis, Aging Program Director, (authorized individual) shall represent the Contract as Project Manager in the performance of this Agreement. Any change in such Project Manager shall be subject to the written approval of AAA.
5. **Payment of Services:** The AAA will allocate to the Contractor a set amount of \$6665.00. This is for the agreed upon services of Grandparents raising Grandchildren, End of Life workshops and training, nutritional supplements, and Home Modifications, for the fiscal year (2010-2011). The services cannot be deviated without prior written approval from the Caregiver Specialist.
 6. **Reprogramming of Funds:** It is understood and agreed that, in the event that the amount of funds received from the North Carolina Division of Aging and Adult Services is

reduced, AAA may, in turn, decrease the total compensation to be paid to and require corresponding changes in the Scope of Services as in Paragraph 3 herein.

It is further understood and agreed that, in the event at the end of each quarter, the Contractor's rate of progress on this contract is under-spending at the end of the contract period, due to inability to provide services at planned levels, AAA may decrease the total compensation and reimbursement to be paid hereunder in order to allocate funds to other contracts and services.

7. **Change of Reimbursement:** At its sole discretion, AAA may renegotiate the reimbursement shown in Paragraph 6 of the Agreement. However, in no case will AAA increase the overall amount shown in Paragraph 5.

8. **Method of Payment:** The AAA will pay the entire billed amount as set forth in paragraph 5 upon receiving the bill for room and board.

9. **Documentation of Expenses:** Contractor shall maintain full and complete documentation of all expenses associated with performing the scope of work under the contract. Expenses documentation shall include: timesheets for the Contractor's staff; receipts for any supplies, purchases for use on this contract; and applicable subcontract expenditures, and/or such other documentation necessary to substantiate overall costs of delivering the contracted service (including Contractor contribution as well as amounts reimbursed by AAA if applicable). All DAAS 101's will be submitted in ARMS to verify service delivery.

10. **Payment of Service Recipient:** No individual receiving services under the terms of the Agreement shall be required to pay any part of the cost of the service. However, recipients all be given the opportunity by the Contractor to make some contribution for the service in a manner approved by AAA.

11. **Monitoring, Auditing and Reporting:** The Contractor agrees to submit to audit by AAA, The State of North Carolina or the federal government for a three year period following final payment under the terms of this Agreement. The Contractor agrees to permit monitoring by AAA; its staff and appropriate representatives, and to comply with such reporting procedures as may be established by AAA. The Contractor further agrees that all pertinent financial records shall be made available for copying upon request by AAA, the state, federal government, or their agents if applicable.

It is understood and agreed that the report procedures established by AAA may also include actual costs incurred for service including both AAA costs and Contractor contributions.

It is further understood that the agency is responsible to AAA for clarifying any audit exceptions that may arise from an AAA independent audit, The Department of Human Resources audit, or any federally conducted audit.

AAA requires the Contractor to send a copy of their audit when received from the independent auditors. In addition, contractors are responsible for paying any governmental funds that may be part of the audit exception.

Audit reports must be submitted 6 months within the year end date.

12. **Changes:** AAA may, from time to time, require changes in the Scope of Services to be performed. Such changes, including any increase or decrease in the amount of the Contractor's compensation which is mutually agreed upon between AAA and the Contractor, shall be incorporated in written amendments to this Agreement.

13. **Termination of Agreement for Cause:** If through any cause the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement AAA shall there upon have the right to terminate this Agreement by giving written notice to the Contractor of such Termination and specifying the effective date thereof. The date of notice shall be at least (5) five working days before the AAA effective termination.

In the event of termination, such data, studies, surveys, drawings, maps, and reports prepared by the Contractor shall, at the option of AAA, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Client's files of the agency, developed under this contract shall become the property of the AAA upon completion and/or termination of this contract.

Notwithstanding the above, the Contractor shall not be relieved of liability to AAA by virtue of any reach of the Agreement by the Contractor, and AAA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due AAA from the Contractor is determined.

14. **Cancellation for Convenience of AAA:** Either party may cancel this Agreement at anytime by giving written notice to either party of such cancellation and specifying the effective date of such cancellation. If the Agreement is cancelled by AAA as provided herein, the Contractor will be paid for work satisfactorily completed.

15. **Disputes:** Any disputes which arise in the interpretation of this Contract shall be resolved in the following manner.

(a) The Contractor shall submit a letter to AAA specifying the nature of the dispute and asking for resolution of the dispute.

(b) The Aging Program Director of AAA will meet with the Contractor (Mid-East Commission Area Agency on Aging) to resolve the dispute. The Aging Program Director of AAA will document the resolution in a letter to the Project Manager.

©. If the Contractor is dissatisfied with the resolution of the dispute decided by the AAA Aging Director, the Contractor may appeal the decision in writing to the Mid-East Commission Budget and Personnel Committee.

(d) The Mid-East Commission Budget and Personnel Committee will consider the appeal at its next scheduled meeting.

(e) Once the local appeal procedure is exhausted, appeals may be made to the Mid-East Commission Budget and Personnel Committee.

16. **Subcontracting:** None of the work or service covered by this Agreement shall be subcontracted without the prior written approval of the AAA. All approved subcontracts must conform to the applicable requirements set forth in this Agreement.

17. **Compliance with Service Standards and Required Procedures:** Contractor shall perform the services set forth in this Agreement in compliance with applicable standards and procedures specified in Attachment A.

18. **Scope of Services:** Contractor further agrees to comply with applicable standards for this service which are, or may be, specified by the North Carolina Division of Aging and Adult Services Policy Manual, and the AAA Policy Manual, including the ARMS data base.

19. **Service Priorities:** Contractor shall give priority for service to those Family Caregivers of older people and Grandparents raising Grandchildren with the greatest social and economic need. Where the nature of the service allows, Contractor shall make special efforts to serve family caregivers trying to balance work and care giving, caregivers of older persons with Alzheimer's Disease or other dementias, or Military Family Caregivers providing long distance care to older family members, on a priority basis, as set out in the proposal and as indicated in the service standards established by the Division of Aging and Adult Services.

20. **Equal Opportunity and Affirmative Action:** In carrying out this contract Contractor shall deny none of the benefits or services of the program to any eligible recipient on the grounds of age, sex, religion, race, color, handicap, or national origin.

The Contractor also agrees not to discriminate against any employee or applicant for employment because of age, race, religion, sex, handicap, or national origin. Such action shall include, but not limited to: employment or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, religion, sex, handicap, or national origin.

It is further agreed by the Parties that the Contractor shall take affirmative action to solicit subcontractors with or purchases from minority business enterprises as defined in the Public Works Employment Act of 1977, 42U.S.C. 6705 (f)(2), where such subcontracting or purchasing, if any, is or may be undertaken under the terms of this Agreement.

21. **Confidentiality:** Any reports, recipient information, data, or other materials given to, or prepared or assembled by the Contractor under this Agreement which AAA requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of AAA. AAA will adhere to all client regulations regarding HIPPA.
22. **Licenses and Permits:** Contractor shall maintain all required licenses, permits, bonds, and insurance required for carrying out the services in Appendix A. The Contractor shall notify AAA immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds and insurance shall be a basis for AAA disallowing all or part of payments under this contract or for termination of this agreement for cause.
23. **Interest of Members of AAA and Others:** No officer, member, or employee of AAA and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to interest, direct or indirect, in the Agreement or the proceeds thereof.
24. **Officials not to Benefit:** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise there from.
25. **Assignability:** The Contractor shall not assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written approval of the Agency's Executive Director or his authorized agent.
26. **Resources Development:** The Contractor shall investigate other agencies and resources providing services to family caregivers and shall coordinate its own services to minimize overlap and duplication where needed.
27. **Independent Contractor:** In the performance of duties and obligations under this Agreement, it is mutually understood and agreed that Contractor and its employees are at all times acting and performing duties and functions in the capacity of an independent contractor; that AAA shall neither have nor exercise any control or direction over the

methods by which Contractor performs services or shall AAA and Contractor be deemed partners. Contractor agrees to perform services at all times, in strict accordance with currently approved and accepted methods and practices in the profession. It is expressly agreed by the parties hereto that no work, act, commission or omission by Contractor pursuant to the terms and conditions of the Agreement shall be construed to make or render Contractor the agent, employee or servant of AAA.

28. **HIPPA:** The parties acknowledge that the goods and services contemplated within this Agreement may involve the use and/or disclosure of confidential patient information. As such, the parties agree to comply with applicable laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPPA"), governing the confidentiality of protected health information. Where applicable, the parties will negotiate and enter into A contractual agreement or an addendum that complies with the relevant HIPPA standards, including but not limited to the standards regarding "business associates".

The parties shall comply with the applicable regulations promulgated by the U.S. Department of Health and Human Resources in parts 160 and 164 of Title 45 of the Code Federal Regulations pursuant to the Administrative Simplification provision of Health Insurance Portability and Accountability Act of 1996("HIPPA"). As Business Associates (as that term is defined at 45 C.F.R. &160.103) the parties shall only use and /or disclose Protected Health Information ("PHI") that is received from the Contractor or that either party creates or receives pursuant to the Agreement only as provided herein. For purposes of this Agreement, PHI shall have the meaning set forth in 45 C.F.R. &&160.103 and 160.501, as amended. Nothing in this Agreement shall be construed to authorize the parties to use or disclose PHI in a manner that would violate HIPPA if so used or disclosed by the Contractor.

**Agreement of Understanding
Between**

**Agency: Mid-East Commission Area Agency on Aging
Address: 1385 John Small Avenue, Washington, NC 27889
Authorized Official: Cynthia Davis, Aging Program Director**

AND

**Agency: Grace Martin Harwell Senior Center
Telephone number: 252.9975.9368
Address: 310 W. Main Street, Washington, NC 27889
Title: Carolyn Everett, Director**

In an effort to enhance the overall effectiveness of services provided to Family Caregivers of (Region Q), the above named agencies agree to share, when appropriate, pertinent information which may serve to improve the quality of life for these caregivers.

The memorandum of understanding services to incorporate the following mutual components.

- 1. Provide information concerning services/programs for family caregivers and any related eligibility requirements.**
- 2. When appropriate, assist with identifying and referring clients who may be in need of services not provided by the referring agency.**
- 3. When appropriate, inform proper agency representatives of any changes related to services provided.**
- 4. Provide, upon request, personnel to explain the Family Caregiver Support Program services, etc.**
- 5. Share, when appropriate, concerns, questions, or suggestions relative to services provided.**

The Persons responsible for implementing and monitoring this Agreement of Understanding are:

(County Name)

Attest

_____ **By:** _____
Date: _____ **Date:** _____
Contracting Agency

Area Agency

Attest:

_____ **By:** _____
Aging Program Director **Executive Director, Mid-East**
Commission Area Agency on Aging **Date:**
Provision for payment of the monies to fall due under the Agreement within the current fiscal year has been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
FINANCE OFFICER, Mid-East Commission
Date:



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *AL*
Date: 09-30-10
Subject: Adopt budget ordinance amendment to appropriate funds for the replacement of the repairs of the brick crosswalks at Stewart Parkway and Respass Street.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council adopt the attached budget ordinance amendment to provide funds for the repairs of the brick crosswalks at Stewart Parkway and Respass Street.

BACKGROUND AND FINDINGS:

Attached is a budget ordinance amendment for the repairs to the brick crosswalks at Stewart Parkway and Respass Street. This has been discussed numerous times in the past including most recently at the August 9, 2010 Council meeting when staff was authorized to spend up to \$17,000 for the repairs. Work has been started and as of this date, the crosswalk on the west side of the intersection has been completed. Work should continue to progress and may be completed by the date of this Council meeting.

PREVIOUS LEGISLATIVE ACTION

Most recently, August 9, 2010.

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Attached budget ordinance amendment.

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

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2010-2011**

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

Section 1. That account number 10-00-3991-9910, Restricted Powell Bill, Fund Balance portion of the General Fund revenue budget be increased in the amount of \$8,000 to provide funds to repair the brick crosswalks on Stewart Parkway.

Section 2. That account number 10-20-4511-1501, Repairs and Maintenance Grounds, Powell Bill Department portion of the General Fund appropriations budget be increased in the amount of \$8,000.

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

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

Adopted this the 11th day of October, 2010.

MAYOR

ATTEST:

CITY CLERK



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings e & Members of the City Council
From: Gloria J. Moore, Library Director
Date: October 11, 2010
Subject: Funds for Part Time Salaries
Applicant Presentation: N/A
Staff Presentation: Gloria J. Moore, Library Director

RECOMMENDATION:

I move that the City Council adopt a Budget Ordinance to appropriate \$5,110 for Brown Library part-time salaries.

BACKGROUND AND FINDINGS:

In July 2007, Gloria Moore became Library Director and her full-time Librarian position was never filled. Miss Moore was Head of Technical Services and the Library cataloger. A full-time employee has been pulled from the circulation desk to take on the cataloging role but has no cataloging experience. In addition, two additional part-time positions were cut from the budget in 2010. Staff struggles to provide access to all patrons and to continue providing excellent customer service. Adding an additional part-time employee at fifteen hours per week would provide better coverage of the circulation desk and provide patrons with more one-on-one time with computer training reference, and reader's advisory. \$10,000 for a feasibility study of Brown & BHM Library budgeted in 2009-2010 is not planned.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget amendment

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review:  _____ Date Concur: _____ Recommend Denial _____ No Recommendation 10/6/10

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2010-2011**

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$5,110 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account 10-40-6110-0300, Part Time Salaries in the Brown Library portion of the General Fund appropriations budget be increased \$5,110.

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 11th day of October, 2010.

MAYOR

ATTEST:

CITY CLERK



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Chief Financial Officer
Date: October 11, 2010
Subject: Adopt a budget ordinance amendment to reflect the portion of outstanding purchase orders from FY 09/10 approved at the September 13, 2010 meeting (\$1,653,163).

RECOMMENDATION:

I move that City Council adopt a budget ordinance amendment in the amount of \$1,653,163 for the FY 09/10 outstanding purchase orders that were approved to be brought forward at the September 13, 2010 Council meeting.

BACKGROUND AND FINDINGS:

At the close of fiscal year 2009-2010 the City had the following amount of outstanding purchase orders, by fund, issued to vendors for contracts and merchandise:

General Fund	\$478,907
Water Fund	5,891
Sewer Fund	232,182
Storm Water Fund	75,721
Electric Fund	736,846
Airport Fund	117,747
Cemetery Fund	980
Façade Fund	4,889
	\$1,653,163

Funding for these outstanding purchase orders is restricted in fund balance at June 30, 2010. Therefore, the funding needs to be appropriated in the current fiscal year for spending.

PREVIOUS LEGISLATIVE ACTION

Council approval at September 13, 2010 meeting.

FISCAL IMPACT

_____ Currently Budgeted ___X___ 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: _____
Recommendation 10/6/10 Date October 11, 2010 Concur _____ Recommend Denial _____ No

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2010-2011**

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

Section1. That the following amounts are hereby appropriated for spending in FY 10/11 in order to satisfy existing contracts, grant obligations, and purchase orders at the end of last fiscal year.

Schedule A. General Fund

Mayor	\$6,327
Human Resources	285
Finance	22,592
Information Systems	13,485
Customer Service	2,444
Municipal Building	819
Police	4,590
Fire	580
Planning/Zoning	19,350
Powell Bill Allocation	378,604
Library	14,677
Recreation Administration	400
Recreation Events & Facilities	558
Athletics & Programs	800
Senior Programs	450
Waterfront Docks	1,250
Aquatic Center	4,166
Parks & Grounds	<u>7,530</u>
Total	\$478,907

Schedule B. Water Fund

Water Treatment Plant	\$5,891
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Schedule C. Sewer Fund

Wastewater Maintenance	\$73,250
Wastewater Construction	16,966
Wastewater Treatment Plant	105,706
Sewer Lift Stations	<u>36,260</u>
Total	\$232,182

Schedule D. Stormwater Fund

Operations	\$74,798
Nutrient Control	<u>923</u>
Total	\$75,721

Schedule E. Electric Fund

Electric Director	\$161,494
Utility Communications	130
Meter Services	45,835
Substation Maintenance	278,255
Power Line Maintenance	9,105
Power Line Construction	<u>242,027</u>
Total	\$736,846

Schedule F. Airport Fund

Operations	\$117,747
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Schedule H. Cemetery Fund

Operations	\$980
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Schedule I. Façade Program

Economic Development-Façade Grants	\$4,889
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Section 2. That the following revenues be increased in the respective amounts to meet the foregoing obligations:

Waterfront Dock Grant	1,250
Historic Preservation Grant	4,500
General Fund Balance Appropriated	473,157
Water Fund Balance Appropriated	5,891
Sewer Fund Balance Appropriated	232,182
Storm Water Fund Balance Appropriated	75,721
Hwy 17 Reimbursements	161,494
Electric Fund Balance Appropriated	575,352
Vision 100 Grant Funds 38.7.1	93,997
Vision 100 Grant Funds 38.8.1	11,647
Airport Fund Balance Appropriated	12,103
Cemetery Fund Balance Appropriated	980
Façade Program Fund Balance Appropriated	<u>4,889</u>
Total	\$1,653,163

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 11th day of October, 2010.

MAYOR

ATTEST:

CITY CLERK

8/31/2010 9:59:03 AM

City Of Washington

PO #	PO Date	Vendor #	Vendor Name	Account #	Account Name	P.O. \$
44944	3/22/2010	4070	COASTAL SCIENCE & ENGINEERING	10-00-4110-0400	PROFESSIONAL SERVICE	1,827
45497	6/30/2010	8988	MUNICIPAL CODE CORPORATION	10-00-4110-0400	PROFESSIONAL SERVICE	4,500
					10-00-4110	Totals- 6,327
45484	6/29/2010	1413	RENN TAFF OFFICE SUPPLIES INC.	10-00-4125-3300	DEPARTMENTAL SUPPLIE	285
					10-00-4125	Totals- 285
43624	5/18/2009	2523	MEGA FORCE ACQUISITION CORP.	10-00-4130-0400	PROFESSIONAL SERVICE	749
45499	6/30/2010	2523	MEGA FORCE ACQUISITION CORP.	10-00-4130-0400	PROFESSIONAL SERVICE	6,850
37846	8/27/2007	4410	LOGICS, LLC	10-00-4130-4501	PROGRAM ENHANCEMENTS	4,190
40688	4/15/2008	4410	LOGICS, LLC	10-00-4130-4501	PROGRAM ENHANCEMENTS	8,178
44583	12/9/2009	4410	LOGICS, LLC	10-00-4130-4501	PROGRAM ENHANCEMENTS	2,625
					10-00-4130	Totals- 22,592
45453	6/25/2010	1708	UNITED STATES CELLULAR	10-00-4132-4500	CONTRACT SERVICES	725
45490	6/29/2010	4351	VC3, INC.	10-00-4132-4501	PROGRAM ENHANCEMENTS	12,760
					10-00-4132	Totals- 13,485
44913	3/11/2010	9665	EXECUTIVE PERSONNEL GROUP, LLC	10-00-4135-0400	PROFESSIONAL SERVICE	733
45103	5/5/2010	2523	MEGA FORCE ACQUISITION CORP.	10-00-4135-0400	PROFESSIONAL SERVICE	265
45105	5/5/2010	9665	EXECUTIVE PERSONNEL GROUP, LLC	10-00-4135-0400	PROFESSIONAL SERVICE	1,446
					10-00-4135	Totals- 2,444
45233	5/27/2010	987	LOWES	10-00-4260-1500	MAINT/REPAIR BUILDIN	500
45461	6/29/2010	1821	WILKINSON ENTERPRISES	10-00-4260-1500	MAINT/REPAIR BUILDIN	319
					10-00-4260	Totals- 819
44338	9/24/2009	955	LAWMEN'S SAFETY SUPPLY, INC.	10-10-4310-5601	MATERIALS-AMMO/BATTE	1,948
44506	11/9/2009	955	LAWMEN'S SAFETY SUPPLY, INC.	10-10-4310-5701	CONTROLLED SUBSTANCE	462
44899	3/9/2010	10699	WATCH GUARD VIDEO	10-10-4310-3300	DEPARTMENTAL SUPPLIE	218
44971	4/1/2010	955	LAWMEN'S SAFETY SUPPLY, INC.	10-10-4310-7000	NONCAPITALIZED PURCH	639
45139	5/7/2010	2324	HTM CONCEPTS	10-10-4310-3600	UNIFORMS	1,323
					10-10-4310	Totals- 4,589
44486	11/4/2009	6086	MES-CAROLINA'S	10-10-4340-3602	SAFETY EQUIPMENT	250
45419	6/23/2010	784	H.E.S. INC.	10-10-4340-9800	VOLUNTEER EXPENSES	330
					10-10-4340	Totals- 580
45106	5/5/2010	12634	DRUCILLA H. YORK	10-10-4910-4505	CONTRACT SERVICES- N	4,500
45494	6/30/2010	12738	ECIVIS, INC.	10-10-4910-5300	DUES & SUBSCRIPTIONS	14,850
					10-10-4910	Totals- 19,350
42521	12/9/2008	796	READY MIXED CONCRETE CO.	10-20-4511-5600	MATERIALS	3,285
43473	4/30/2009	10122	BARNHILL CONTRACTING	10-20-4511-5600	MATERIALS	268
43483	4/30/2009	756	GREENVILLE PAVING AND CONTRACTING, INC.	10-20-4511-4500	STREET PAVING	222,080
43537	5/4/2009	756	GREENVILLE PAVING AND CONTRACTING, INC.	10-20-4511-5600	MATERIALS	21,984

PO #	PO Date	Vendor #	Vendor Name	Account #	Account Name	P.O. \$
44229	8/19/2009	1568	ST. CLAIR TRUCKING CO.	10-20-4511-4500	STREET PAVING	1,800
44242	8/25/2009	796	READY MIXED CONCRETE CO.	10-20-4511-5600	MATERIALS	3,464
45000	4/14/2010	12590	RAMEY KEMP & ASSOCIATES	10-20-4511-7300	PROPERTY IMPROVEMENT	61,968
45044	4/28/2010	796	READY MIXED CONCRETE CO.	10-20-4511-4500	STREET PAVING	11,399
45074	5/4/2010	756	GREENVILLE PAVING AND CONTRACTING, INC.	10-20-4511-4500	STREET PAVING	52,356
				10-20-4511	Totals-	378,604
45126	5/7/2010	164	BAKER & TAYLOR BOOKS	10-40-6110-5600	MATERIALS	1,039
45493	6/30/2010	1485	SEABOARD SECURITY SYSTEMS	10-40-6110-7000	NONCAPITALIZED PURCH	13,638
				10-40-6110	Totals-	14,677
45407	6/22/2010	6122	WATERS SURVEYING INC.	10-40-6120-0400	PROFESSIONAL SERVICE	400
				10-40-6120	Totals-	400
45319	6/9/2010	10218	SUSAN SUGGS	10-40-6121-3403	SPECIAL EVENTS	185
45352	6/14/2010	649	ENECO EAST	10-40-6121-1502	MAINT/REPAIR HVAC	373
				10-40-6121	Totals-	558
45407	6/22/2010	6122	WATERS SURVEYING INC.	10-40-6122-4504	BEAUFORT COUNTY REIM	800
				10-40-6122	Totals-	800
45058	4/28/2010	6406	PROSOURCE INDUSTRIES INC.	10-40-6123-4501	MIDEAST GRANT - GENE	450
				10-40-6123	Totals-	450
41259	6/24/2008	4070	COASTAL SCIENCE & ENGINEERING	10-40-6124-7400	CAPITAL OUTLAY	1,250
				10-40-6124	Totals-	1,250
44891	3/5/2010	12301	PENCO PRODUCTS INC.	10-40-6126-7400	CAPITAL OUTLAY	184
45174	5/17/2010	5495	GREENVILLE POOL AND SUPPLY CO.	10-40-6126-1600	MAINT/REPAIR EQUIPME	3,982
				10-40-6126	Totals-	4,166
45147	5/10/2010	1808	WESTINGHOUSE ELECTRIC SUPPLY	10-40-6130-1502	MAINT/REPAIR PARKS	1,530
45282	6/4/2010	273	FLOYD A. BROOKS, JR.	10-40-6130-1502	MAINT/REPAIR PARKS	6,000
				10-40-6130	Totals-	7,530
44517	11/16/2009	9117	ENVIRONMENTAL RESOURCES ASSOC.	30-90-8100-4501	CONTRACT LAB SERVIC	491
45236	5/28/2010	769	HACH COMPANY	30-90-8100-1600	MAINT/REPAIR PLANT E	900
45239	6/1/2010	12060	ENVIRONMENTAL CHEMIST, INC.	30-90-8100-4501	CONTRACT LAB SERVIC	500
45441	6/24/2010	10697	WIRELESS COMMUNICATIONS, INC.	30-90-8100-1600	MAINT/REPAIR PLANT E	10
45472	6/29/2010	3631	CENTRAL HEATING & A/C OF	30-90-8100-1500	MAINT/REPAIR BUILDIN	3,000
45479	6/29/2010	10800	ENVIRONMENT 1	30-90-8100-4501	CONTRACT LAB SERVIC	990
				30-90-8100	Totals-	5,891
45003	4/14/2010	787	HENDRIX-BARNHILL CO.	32-90-8200-4500	CONTRACT SERVICES	45,250
45084	5/4/2010	1430	RIVERS & ASSOCIATES INC.	32-90-8200-4500	CONTRACT SERVICES	28,000
				32-90-8200	Totals-	73,250
43492	5/1/2009	9699	EJE RECYCLING & DISPOSAL, INC.	32-90-8210-4500	CONTRACT SERVICES SE	16,966

PO #	PO Date	Vendor #	Vendor Name	Account #	Account Name	P.O. \$
					32-90-8210	Totals- 16,966
45172	5/17/2010	1301	THE PERKINSON CO.	32-90-8220-1600	MAINT./REPAIR PLANT	2,250
45236	5/28/2010	769	HACH COMPANY	32-90-8220-1600	MAINT./REPAIR PLANT	2,266
45286	6/8/2010	11765	ITT-FLYGT CORP.	32-90-8220-1600	MAINT./REPAIR PLANT	19,500
45441	6/24/2010	10697	WIRELESS COMMUNICATIONS, INC.	32-90-8220-1600	MAINT./REPAIR PLANT	1,690
45456	6/28/2010	3757	MCNAUGHTON-MCKAY ELECTRIC CO	32-90-8220-7400	CAPITAL OUTLAY	25,000
45457	6/28/2010	7920	US/FILTER/WALLACE & TIERNAN PRODUCTS	32-90-8220-7400	CAPITAL OUTLAY	55,000
					32-90-8220	Totals- 105,706
43630	5/18/2009	5251	COVINGTON DIESEL	32-90-8230-7400	CAPITAL OUTLAY	1,063
45068	4/30/2010	5251	COVINGTON DIESEL	32-90-8230-7400	CAPITAL OUTLAY	25,503
45288	6/8/2010	1430	RIVERS & ASSOCIATES INC.	32-90-8230-0400	PROFESSIONAL SERVICE	9,694
					32-90-8230	Totals- 36,260
40224	2/12/2008	8343	CARVER MACHINE WORKS, INC.	34-90-5710-1601	MAINT/REPAIR JACKS	11,921
43481	4/30/2009	8343	CARVER MACHINE WORKS, INC.	34-90-5710-1601	MAINT/REPAIR JACKS	37,279
43535	5/4/2009	1568	ST. CLAIR TRUCKING CO.	34-90-5710-5600	MATERIALS	1,898
45057	4/28/2010	8343	CARVER MACHINE WORKS, INC.	34-90-5710-1601	MAINT/REPAIR JACKS	23,700
					34-90-5710	Totals- 74,798
44434	10/20/2009	3046	THE WOOTEN COMPANY	34-90-5712-0400	PROFESSIONAL SERVICE	923
					34-90-5712	Totals- 923
39110	8/20/2007	10531	C.W. WRIGHT CONSTRUCTION COMPANY, INC.	35-90-7220-0405	HWY 17 230 KV RELOCA	161,494
					35-90-7220	Totals- 161,494
45374	6/16/2010	1116	NAMEPLATES INC.	35-90-7230-3300	DEPARTMENTAL SUPPLIE	130
					35-90-7230	Totals- 130
45111	5/6/2010	5210	SHEALY ELECTRIC	35-90-7250-7400	CAPITAL OUTLAY	20,395
45321	6/9/2010	5210	SHEALY ELECTRIC	35-90-7250-7400	CAPITAL OUTLAY	3,444
45323	6/9/2010	1808	WESTINGHOUSE ELECTRIC SUPPLY	35-90-7250-7400	CAPITAL OUTLAY	525
45374	6/16/2010	1116	NAMEPLATES INC.	35-90-7250-3600	UNIFORMS-EMPLOYER'S	260
45462	6/29/2010	5210	SHEALY ELECTRIC	35-90-7250-7400	CAPITAL OUTLAY	21,211
					35-90-7250	Totals- 45,835
41222	6/18/2008	8392	ALTERNATIVE TECHNOLOGIES, INC	35-90-8370-1603	MAINT/REPAIR SUBSTAT	185
44261	8/31/2009	93	AMERICAN SAFETY & UTILITY CORP	35-90-8370-1603	MAINT/REPAIR SUBSTAT	263
44969	4/1/2010	4438	TRANSFORMER MAINTENACE	35-90-8370-7401	INSTALLMENT NOTE PUR	14,590
45040	4/28/2010	10412	NIXON POWER SERVICES COMPANY	35-90-8370-7400	CAPITAL OUTLAY	44,994
45043	4/28/2010	1808	WESTINGHOUSE ELECTRIC SUPPLY	35-90-8370-1600	MAINT/REPAIR EQUIP	2,837
45222	5/26/2010	7296	COMVERGE TECHNOLOGIES INC	35-90-8370-7000	NONCAPITALIZED PURCH	98,800
45268	6/4/2010	140	ATLANTIC POWER SYSTEMSOF NC, INC.	35-90-8370-1600	MAINT/REPAIR EQUIP	8,115
45279	6/4/2010	1808	WESTINGHOUSE ELECTRIC SUPPLY	35-90-8370-7400	CAPITAL OUTLAY	3,677
45280	6/4/2010	4438	TRANSFORMER MAINTENACE	35-90-8370-1603	MAINT/REPAIR SUBSTAT	9,863
45281	6/4/2010	1808	WESTINGHOUSE ELECTRIC SUPPLY	35-90-8370-7400	CAPITAL OUTLAY	5,765
45325	6/9/2010	140	ATLANTIC POWER SYSTEMSOF NC, INC.	35-90-8370-1600	MAINT/REPAIR EQUIP	19,608

PO #	PO Date	Vendor #	Vendor Name	Account #	Account Name	P.O. \$
45367	6/16/2010	12723	R.B. WATKINS	35-90-8370-1603	MAINT/REPAIR SUBSTAT	9,950
45374	6/16/2010	1116	NAMEPLATES INC.	35-90-8370-3600	UNIFORMS-EMPLOYER'S	200
45415	6/22/2010	5500	THERMAL TECHNOLOGIES, INC	35-90-8370-4500	CONTRACTS	2,080
45422	6/23/2010	9683	PITT COUNTRY MART	35-90-8370-3101	GASOLINE PURCHASES	37,542
45423	6/23/2010	12730	ENTEK SYSTEMS	35-90-8370-1602	MAINT/REPAIR RADIO	5,050
45436	6/23/2010	4438	TRANSFORMER MAINTENACE	35-90-8370-1603	MAINT/REPAIR SUBSTAT	1,200
45449	6/25/2010	12734	ENERSYS	35-90-8370-1603	MAINT/REPAIR SUBSTAT	1,343
45488	6/29/2010	12622	C.T.E., INC.	35-90-8370-7400	CAPITAL OUTLAY	12,193
				35-90-8370	Totals-	278,255
44038	7/10/2009	130	ASPLUNDH TREE EXPERT COMPANY	35-90-8380-4501	CONTRACT SERVICE-TRE	6,115
45374	6/16/2010	1116	NAMEPLATES INC.	35-90-8380-3600	UNIFORMS-EMPLOYER'S	1,530
45394	6/21/2010	8685	J. HARLEN CO.	35-90-8380-3300	DEPARTMENTAL SUPPLIE	929
45459	6/29/2010	784	H.E.S. INC.	35-90-8380-3300	DEPARTMENTAL SUPPLIE	531
				35-90-8380	Totals-	9,105
44612	12/17/2009	63	ALTEC INDUSTRIES, INC.	35-90-8390-7400	CAPITAL OUTLAY	168,173
44994	4/12/2010	12588	GERALD S. BENTON	35-90-8390-0400	PROFESSIONAL SERVICE	3,049
45331	6/9/2010	1426	IRBY	35-90-8390-5601	MATERIAL UNDERGROUND	720
45393	6/17/2010	11711	COX INDUSTRIES, INC.	35-90-8390-7400	CAPITAL OUTLAY	10,051
45413	6/22/2010	11985	SHERMAN & REILLY, INC.	35-90-8390-7400	CAPITAL OUTLAY	23,350
45414	6/22/2010	8685	J. HARLEN CO.	35-90-8390-7400	CAPITAL OUTLAY	1,439
45445	6/25/2010	1426	IRBY	35-90-8390-7400	CAPITAL OUTLAY	29,778
45448	6/25/2010	1808	WESTINGHOUSE ELECTRIC SUPPLY	35-90-8390-7400	CAPITAL OUTLAY	1,467
45473	6/29/2010	590	DUDLEY LANDSCAPING & TREE	35-90-8390-7400	CAPITAL OUTLAY	4,000
				35-90-8390	Totals-	242,027
40611	4/7/2008	9394	TALBERT & BRIGHT	37-90-4530-4511	VISION 100 GRANT 362	10,679
41336	6/30/2008	9394	TALBERT & BRIGHT	37-90-4530-4511	VISION 100 GRANT 362	93,762
44959	3/26/2010	12378	ELJ INC.	37-90-4530-4512	VISION 100 GRANT 362	12,338
45212	5/25/2010	9394	TALBERT & BRIGHT	37-90-4530-4512	VISION 100 GRANT 362	603
45357	6/14/2010	12481	PAMLICO LAND & TIMBER COMPANY	37-90-4530-1505	MAINT/REPAIR GROUNDS	100
45439	6/24/2010	9176	SFI ELECTRONICS, INC.	37-90-4530-1501	MAINT/REPAIR HANGARS	115
45486	6/29/2010	531	D & H EQUIPMENT COMPANY	37-90-4530-1505	MAINT/REPAIR GROUNDS	150
				37-90-4530	Totals-	117,747
45231	5/27/2010	51	AGRI SUPPLY CO., INC.	39-90-4740-3300	DEPARTMENTAL SUPPLIE	230
45405	6/22/2010	1065	MITCHELL TRACTOR & EQUIP. CO.	39-90-4740-1700	MAINT/REPAIR VEHICLE	250
45487	6/29/2010	531	D & H EQUIPMENT COMPANY	39-90-4740-1600	MAINT/REPAIR MOWERS	500
					Totals-	980
43721	6/1/2009	11956	MELISSA WHITFORD	67-60-8280-9700	FACADE GRANTS	500
43722	6/1/2009	1524	SLOAN INSURANCE AGENCY, INC.	67-60-8280-9700	FACADE GRANTS	1,463
43725	6/1/2009	5821	STEWART'S JEWELRY STORE	67-60-8280-9700	FACADE GRANTS	1,463
43745	6/3/2009	1757	G.W. WALKER & SONS INC	67-60-8280-9700	FACADE GRANTS	1,463
					Totals-	4,889
Grand Total						1,653,162.89

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR
APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH
CAROLINA GENERAL STATUTE 160A-20**

WHEREAS, the City of Washington, North Carolina desires to finance storm water drainage improvements and replace the roof on Fire Station #1 (the "Project") with the proceeds from the issuance of Recovery Zone Economic Development Bonds (RZEDB) purchased by a single financing institution to better serve the citizens of Washington; and

WHEREAS, The City of Washington desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Washington, North Carolina, meeting in regular session on the 11th day of October, 2010, make the following findings of fact:

1. The proposed contract is necessary and expedient because storm water drainage improvements are necessary to reduce the frequency and duration of roadway and personal property flooding during significant rain events in the Jacks Creek, Cherry Run, and Runyon Creek drainage basins. The improvements proposed in the Jack's Creek basin serve the area south of the Kingswood sub-division, east of Hackney Avenue, north of Second Street, and west of Hudnell Street. The improvements proposed in the Cherry Run basin serve the area west of the old Kmart property to Whispering Pines Road. The improvements proposed in the Runyon Creek basin serve the Smallwood sub-division area. These projects were included in the five year Capital Improvement Plan and can be undertaken now with the availability of RZEDB's and the Storm Water Funds net revenue improvement. The project is the first major capital improvement for which the Storm Water fund was established in 2002/2003 other than the culverts installed in the Jack's Creek basin at Park Drive and Main Street in 2004.
2. The proposed contract is preferable to a bond issue for the same purpose because the issuance cost and interest rate is higher for general obligation bonds and the issuance of RZEDB's can be done in a more expedient manner.
3. Based upon information provided to the Council, the costs of the financing described above is favorably comparable to the costs associated with other alternative means of financing and is acceptable to the Council.
4. The City of Washington debt management procedures and policies have been carried out in strict compliance with law.
6. No increase in ad valorem taxes or storm water fees are necessary to service this debt.
7. The City of Washington is not in default under any obligation for repayment of borrowed money.
8. The net revenues of the Storm Water fund and available fund balance are adequate to service the debt of this financing.

9. The attorney for the City of Washington will render an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor is hereby authorized to act on behalf of the City of Washington in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 11th day of October, 2010.

The motion to adopt this resolution was made by Councilman _____, seconded by Councilman _____ and passed by a vote of _____ to _____.

Mayor

ATTEST:

City Clerk

This is to certify that this is a true and accurate copy of Resolution No. _____ Adopted by the Washington City Council on the 11th day of October, 2010..

City Clerk

Date

STORMWATER FUND (34)

	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
Existing Debt:											
WACHOVIA INSTALLMENT NOTE # 33	2,517	1,144									
BB&T INSTALLMENT NOTE # 4	11,136	11,136	8,352								
BB&T INSTALLMENT NOTE # 6	12,875	12,875	12,875	12,875	7,494						
Total Existing Debt Service	26,528	25,155	21,227	12,875	7,494						
RZEDB Debt Service		164,428	328,856								
Total Debt Service		189,583	350,083	341,731	336,350	328,856	328,856	328,856	328,856	328,856	328,856
Available for Debt Service:											
Net Revenue		308,116	308,116	308,116	308,116	308,116	308,116	308,116	308,116	308,116	308,116
Fund Balance Appropriated		<u>(118,533)</u>	<u>41,967</u>	<u>33,615</u>	<u>28,234</u>	<u>20,740</u>	<u>20,740</u>	<u>20,740</u>	<u>20,740</u>	<u>20,740</u>	<u>20,740</u>
Total Available for Debt Service		189,583	350,083	341,731	336,350	328,856	328,856	328,856	328,856	328,856	328,856
Fund Balance	490,724	609,257	567,290	533,674	505,440	484,700	463,960	443,220	422,480	401,740	381,000

Notes:

	Interest %	Term	\$
1 Recovery Zone ED Bond	2.89%	15.00	3,958,000
2 Fund Balance low point of \$277,299 in 2024/2025			

2010-2011 Budget:

	Total	GF
Storm Water Fees	494,500	
Stormwater Operations	(91,676)	
Admin. Charges to GF	(94,708)	
Nutrient Control		
Payroll	-	290,944
Total Available for Capital/Debt Service	308,116	-



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27889

Phone: 252-975-1280

Fax: 252-974-6461

Human Relations Council (HRC) Report for the month of August Monday October 11, 2010 City Council Meeting

1. **Update** – Confirming meeting with Ms. Daniel's (Pitt/Greenville Human Relations Council)
2. **Discussion** – Tabled on Government Cell Phones
3. **Report** – Activities of Downtown on the Waterfront
4. **Update** – D.R.E.A.M.
5. **Discussion** – National Night Out – Approach school system before scheduling next year

Human Relations Council (HRC) Report for the month of September

1. **Appointment** – Marisol Barr
2. **Mr. Bill Davis** – Chairman of Crime Stoppers will be attending a meeting at the Chamber of Commerce on October 13 and requested to be placed on next month's agenda for a presentation.
3. **Fire Chief Robbie Rose** – Observance of Mr. Ed Peed. Chief Rose suggested with the improvements at Beebe Park to have a marker installed for Mr. Peed and requested support from the HRC Board of the following.
 - Price quotes on the monument (Chief Rose has contacted Paul Funeral Home)
 - Monetary – sponsorship
 - Inscription or passage (the wording on the marker)
 - Type and color of stone
 - Concept

VOLUNTARY ASSIGNMENT BY BOARD MEMBERS

- Board member Lodge to coordinate with Chief Rose and Leon Randolph Funeral Home Staff to visit Beebe Park.
 - Board member O'Pharrow to coordinate location, size and placement of the marker.
4. **Discussion** – Representation on the Human Relations Council (applications are offered to anyone who wishes to apply and not centered around one nationally). More transparency needed.
 5. **Update** – Event that occurred Downtown (Discussion last month by Board member Lodge).
 6. **Attendance** – Letter presented to Board member Saleem (By-Laws).

Washington Harbor District Alliance Report
Monday, Oct.11, 2010 City of Washington Council Meeting

USDA – Farmers Market Farmers Market Promotion Program Grant – \$50,000 was applied for in April 2010 for marketing for the Saturday Market. (\$20,000 of this money would be spent on designing a permanent outdoor farmer’s market). Announcements of the awards were supposed to happen in September but no announcements have been made yet. (No City funds will be needed for this grant)

Main Street Energy Grant Round II – No word on this grant.

NDC - National Development Council

The Economic Restructuring Committee (Citizens for Revitalization) has formed a steering committee to work directly with NDC. This sub-committee consists of Chris Furlough, Mac Hodges, Trent Tetterton, Tom Atkins, Tom Richter, Fred Watkins, John Rodman, Jim Smith, Don Harte, Bob Henkle, Bill Sykes, Beth Byrd and Ross Hamory. The committee has cataloged the projects proposed for the Harbor District and placed them in three categories. Adaptive reuse, new construction and public sector initiatives. The committee has created a *projects priority sheet* to determine which project has top priority. Three initiatives have been identified as the leading projects at this time; the Fowle building first floor indoor farmer’s market and commercial kitchen, the second floor rehab/business expansion of Inner Banks Artisans center and to create structure for a bidding process on the Old City Hall building. If the private initiatives do move forward they must submit the items outlined on this attached form *Key items required for submittal of a Development Project* in order to be considered. Hank Coleman is scheduled to be in Washington on Wednesday Oct. 6th.

Downtown Business Analysis and Development Plan

Many of the issues facing economic restructuring of the downtown were discussed during the process of creating the *Washington Visualization & Reinvestment Strategy* for the Washington waterfront last fall. The Chamber of Commerce and WHDA brought Bob Murphrey, NC Main Street Coordinator to town June 30th, when he presented the detailed steps of creating a Downtown Development plan for Washington. The purpose of this plan is to identify the opportunities for business and real estate development in downtown Washington. By producing this analysis of Washington’s strengths, weaknesses and opportunities, it will help us all to understand what direction should be forged in the future. Trent Tetterton has stepped forward and offered his assistance to WHDA and the Chamber in acquiring the myriad of information needed. All statistics and surveys have been sent to Bob Murphrey. We are waiting for the completion of the report.

Pickin’ On the Pamlico

We are happy to report a \$5,000 profit from this event. Many people have stated that it was one of the best Pickin’ on the Pamlico events ever. Tickets sales were down by around 100 tickets. We blame this on the economy and the fact that we had to move the date from the traditional weekend because of a scheduling conflict with Dancing with Our Stars.

Movies in the Park (MITP)

October 9th we broadcast the ECU vs. S. Miss Live at 7:30. WHDA will wrap up the season on October 22nd when we will show **We Are Marshall**.

Music In The Streets (MITS)

The last MITS of the 2010 season will be on Friday, October 22nd.

Pirates Beach Music Festival

Although the WHDA planned and conducted the 2010 Beach Music Festival to the best of our ability, we could not control Mother Nature. Because of the forecasted chance of rain, the attendance for the festival was down over half of what we experienced last year. Everyone that attended the festival had a fantastic time.

Support services by the City of Washington Police were outstanding. WHDA did not make a profit. This is discouraging news since we had relied on these funds to balance our budget for this year. The board is looking for other avenues of revenue to fill that gap. Rebecca Clark and Garleen Woolard (Organization Chair) are planning "Friends of the Alliance" Membership drive which will be launched in November.

2010 Hometown Holidays the first weekend in December.

Plans are underway for to produce a coordinated effort to promote the first weekend in December as a great time to visit and shop in downtown Washington. The day will begin with the Christmas parade and end with the Christmas Flotilla. During the day many events will be offered. The Turnage holiday home tour, old Christmas movies shown throughout the day at the Turnage, pictures with Santa, horse drawn carriage rides, carolers, retailers open house, etc. Mark December 4th on your calendar today.

Washington Harbor District Board

Russell Smith was not able to fulfill his board duties because of a change scheduling at his store. He has resigned from the board. A couple of other candidates are being considered. Bobby Roberson has been elected as the new VP of Design since Scott Campbell has resigned.

Key Items Required for Submittal of a Development Project to the Washington Harbor District Alliance (WHDA)

- 1. Cover letter summarizing the Project (its phases/components and size of each, and the proposed project) and any requests being made of the WHDA for assistance with this project.**

- 2. Site Control and Development Process**
 - a. Evidence of site control (i.e. copy of deed, executed contract of sale, etc).
 - b. Preliminary zoning analysis and chart (i.e. proposed zoning, floor area ratio (FAR), and unit per density, yard requirements, building height, open space and parking requirements).
 - c. Preliminary site plan and related documents if any.
 - d. Proposed development program (i.e. residential, mixed use, commercial, etc.), total gross square footage of project with program breakdown.
 - e. Copies of building or construction-related permits (assumes construction to commence near term).

- 3. Economic and Community Impact in the geographic area of the City.**
 - a. Retained and proposed City-based employment estimates.
 - b. Methods for encouraging local and minority hiring during construction.
 - c. Methods for encouraging permanent post-construction hiring of residents and minorities.
 - d. Level of infrastructure improvements needed (if any) to support the proposed project.

- 4. Financial Feasibility & Developer Team Qualifications**
 - a. Detailed construction budget defining specific hard and soft cost.
 - b. Sources and uses of funds including breakdown of specific City/State subsidies, incentives, abatements, etc.
 - c. Market and feasibility studies for proposed project
 - d. Projected cash flow for the proposed project, submitted in hard copy and electronically in Microsoft Excel.

 - e. Statement of assumptions upon which the calculations were based.
 - f. Detailed description of proposed equity investment and construction and permanent financing.
 - g. Letters of interest or intent from financial institutions (no more than 90 days old from date of project submittal to WHDA).
 - h. History of company and its business including similar projects previously completed.
 - i. Ownership structure and property management plan.
 - j. Level of pre-leasing/pre-sales by product type or commitment by tenants(s).

5. Compatibility with Surrounding Community, Design Excellence and Sustainability

- a. Description of smart growth elements and compatibility with the City of Washington Master Plan.
- b. Architectural Design-conceptual drawings, representative floor plans and rendering for the proposed project with all square footages identified.
- c. Green design and certification plans and proposals (e.g. will project achieve Energy Star certification, any level of LEED certification etc.).

6. Implementation Schedule

- a. Detailed project schedule and phasing plan (if multiple phases) from predevelopment through completion. Include dates the developer is willing to commit to for key benchmarks such as groundbreaking, construction and project completion.
- b. Status of process and level of interaction with other city, state or federal regulators and other entities.
- c. Description of any environmental remediation required (include schedule),

Memo to City Council

RE: Airport Advisory Committee

The Warren Field Airport Advisory Committee has now had three meetings. Their initial meeting held in the conference room at Warren Field Airport was essentially a get acquainted meeting. The second meeting was a tour of the airport facilities and landing field.

At the recent meeting of the committee, lack of adequate Terminal maintenance by Tradewind Aviation, the Warren Field FBO , was discussed. The committee would like to have an update on the airport financial status from Finance Director, Matt Rauschenbach, and an opportunity to meet with Thomas Dolder of Tradewind aviation at its next meeting. At a future date in the Committee would like to hold a meeting for pilots and aircraft owners at Warren Field.

The committee also began a review of the Airport Rules and Regulations with a focus on requirements for part-time flight instructors. An application to become an independent part-time flight instructor was expected to be filed with the City. The present rules for flight training instructors as contained in the current Airport Rules and Regulations do not make provisions for part-time instructors independent of the airport FBO. I have been in contact with the NCDOT Division of Aviation on several occasions recently with regard to this issue which has faced all the general aviation airports in the State. On the one hand, since airports are largely funded with public funds, use of the airport facilities should be available to the public. At the same time if part-time, nonaffiliated instructors are allowed to undercut airport FBO's it will require a greater amount of public funds to subsidize FBO's, especially in these difficult economic times. The committee felt that part-time flight instructors should be permitted on a reasonable competitive base with the FBO's own flight instruction program.

The committee recommended the following change to the Warren Field Rules and Regulations:

- Flight instructors operating from Warren Field Airport should be permitted to instruct in their own owned or employer owned aircraft or in a student's owned aircraft (some students are upgrading their pilot's license).
- Flight instructors should have full flight instructors insurance with the City named as additional insured, not just insurance under the aircraft owners policy.
- An hourly use fee should be paid for use of space in the terminal building for instructional purposes if the instructor is not a fixed base operator or employee of the fixed base operator.

The committee set the third Monday of each month at 9:30 AM to meet in the Warren Field terminal conference room as their regular monthly meeting date/place. The next meeting will be on October 18.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: September 30, 2010
Subject: Appointments to Human Relations Council and Airport Advisory Committee

Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council appoint _____ to the Human Relations Council, to fill a **vacant position**, term to expire June 30, 2013.

I move that the City Council appoint _____ to the Human Relations Council, to fill the unexpired term of **Yvonne Saleem**, term to expire June 30, 2012.

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

BACKGROUND AND FINDINGS:

Advertisements were placed in the Washington Daily News for vacancies for expiring terms on various boards, commissions, and committees. Copies of all applications received were distributed to department heads to allow them time to meet with their Council liaison.

Recommendations will be made by the Council Liaisons.

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 n/a No Recommendation 9-30-10 Date
 Page 88 of 185

City of Washington Human Relations Council Application Form

Please submit your completed form to the office of the City Clerk, PO Box 1988,
Washington, NC 27889 or by email cbennett@washingtonnc.gov

Name Galen Derik Davis

Address 316 Charlotte Street

Phone Numbers 946-4144 (Business) 721-3569 (home, cell or both)

Email Address derik@paulfinealhome.com

Do you live within the corporate limits of Washington? yes () no

Have you ever served, or do you currently serve, on a board or commission for the City of Washington? yes () no

If yes, please indicate the board or commission on which you serve(d).

Board of Adjustment

Do you anticipate a conflict of interest by serving as a member of the Human Relations Council? () yes no

If yes, please explain. _____

Please state the reasons why you feel qualified for this appointment.

I am an ambassador for my hometown. I was born and raised here. I love all people and seek to build bridges not walls. I would feel honored to serve.

Please note that this information will be used by the City Council in making their appointments to the Human Relations Council. If you are appointed, this information may be used in a news release. It will remain on file for one year after its submission.

Galen Derik Davis

(Signature)

10/5/2010

(Date)

Primary Board Human Relations Council Other Boards _____

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

NAME Nattalie Castro
(Please Print)

ADDRESS 204 Sleepchase Drive Washington, NC 27889

PHONE NO. (BUSINESS) 252-974-1819 (HOME) 252-944-1010

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 10 YEARS

YEARS OF EDUCATION 17

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

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

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

Please see attachment.

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.



Signature

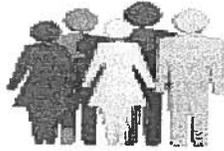
July 29, 2010

Date

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

Nattalie's Statement

I should be considered for your committee because of my desire to see the City of Washington prosper, and the experience I have had with multiple boards and organizations here in Beaufort County. I am currently a member of the Beaufort County United Way board of directors, as well as the Director of Club Service Projects of the Washington Noon Rotary. In addition, I also serve on the Beaufort County Arts Council, the Beaufort/ Hyde Partnership for Children, just to name a few. I have also assisted the Washington/Beaufort County Chamber of Commerce in fundraising and membership drives. As a graduate of the Beaufort County Leadership Academy, I am very familiar with the resources available in the city as well as the functions of the various government and community organizations. My job as a Workforce Development Professional has also given me a unique view into the community as it relates to the various areas of need and opportunity. Also, being Hispanic gives me a different worldview and perspective which I believe could be valuable in the decision making that is a part of daily governance. I hope that you will allow me to utilize this experience to help make the City of Washington as efficient as possible. I plan to graduate in December 2011 with a Master's Degree in Public Policy and Healthcare Leadership.



HUMAN RELATIONS COUNCIL

September 16, 2010

Ms. Yvonne Saleem
211 Thomas Place
Washington, NC 27889

102 East 2nd Street

Washington, NC 27889

Phone: 252-975-1280

Fax: 252-974-6467

Dear Board Member Saleem:

I would like to thank you for your interest in serving as a member of the Washington/Beaufort County Human Relations Council. However, your recent lack of participation has made it difficult to proceed with the business that needs to be accomplished by HRC.

The City's By-Laws provide as follows regarding attendance:

ARTICLE XX. BOARDS, COMMISSIONS AND COMMITTEES

Sec. 2-531. Members.

(b) Any member who has three (3) unexcused absences in a twelve-month period shall lose his status as a member of the board, commission or committee and may be replaced at the discretion of the City Council.

This letter will serve to inform you that unless you that at the next HRC Board meeting (Tuesday, October 12, 2010 at 6:30 pm), the Board will be presented with a motion to recommend to the Mayor and the Washington City Council that action be taken to replace you as a Board member.

We thank you for the time you have served on the Board, and if you are available in the future, please contact a board member.

Sincerely,

Evelyne Roberson/rbj

Evelyne Roberson,
Chair Washington/Beaufort County Human
Relations Council

ER/rbj



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27889

Phone: 252-975-1280

Fax: 252-974-6461

October 7, 2010

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

Dear Mayor Jennings:

Please be advised that the Human Relations Council Board Member Yvonne Saleem is out of compliance with the attendance policy as stated in the By-Laws of the HRC. Ms. Saleem has missed more than three (3) unexcused absences in a twelve-month period.

ARTICLE XX. BOARDS, COMMISSIONS AND COMMITTEES

Sec. 2-531. Members.

(b) Any member who has three (3) unexcused absences in a twelve-month period shall lose his status as a member of the board, commission or committee and may be replaced at the discretion of the City Council.

The HRC Board respectfully requests that this vacancy be advertised and acted on by the Washington City Council.

Sincerely,

Evelyne Roberson/rbj

Evelyne Roberson,
Chair Human Relations Council

ER/rbj

cc: Cynthia Bennett
Yvonne Saleem

Primary Board Airport Other Boards _____

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

NAME Raymond P. Ward
(Please Print)

ADDRESS 212 W. 12 St.

Raymondward@centurylink.net
PHONE NO. (BUSINESS) 975-3778 (HOME) _____

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 20 YEARS

YEARS OF EDUCATION 16

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

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)
(OPTIONAL): Use back of sheet if additional space is needed
Licensed Comm. Pilot, Flight Instructor,
Partner in Fixed Base Operator,
Quality Assurance Engineer.

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.

Raymond P. Ward
Signature

Oct. 7, 2010
Date

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



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: James C. Smith, City Manager *JCS*
Date: July 20, 2010
Subject: Department Head Travel Bonus Policy Change
Applicant Presentation: N/A
Staff Presentation: James C. Smith, City Manager

RECOMMENDATION:

I move that Council approve the Department Head Travel Bonus Policy Change.

BACKGROUND AND FINDINGS:

Business travel has been handled in several different ways in the City of Washington. At one time several department heads had City cars. As the cars were eliminated some department heads were provided with a monthly travel allowance while others nominally filled out a travel reimbursement request. Many of the travel logs were not detailed and were treated rather perfunctorily. In 2005 travel allowances for those receiving them were standardized regardless of positions. Although I doubt it was intentional, it was also evident that male department heads received an allowance while female department heads did not.

After a series of discussions it was agreed by all department heads that each would receive a travel allowance equal to the travel allowance that most department heads were receiving at the time – \$350 per month. It was agreed that this would constitute full compensation for all travel under 300 miles. It was also understood that department heads who were provided a City vehicle (police and fire chiefs) would not receive a travel allowance. This was the policy followed over the past several years.

During the 2009-2010 budget discussions the policy was called into question. Some members of Council wanted to eliminate the travel allowance and require all department heads to fill out travel reimbursement reports. Other members of Council understood that the travel allowance had become to be considered compensation by most department heads and was part of the package when they were recruited. Also, if the travel allowance was converted to a travel reimbursement, the issue of department heads who had assigned vehicles would remain outstanding.

Section 12 (b) Employee Benefits of the City's Personnel Rules and Regulations provides for department heads "With the exception of department heads for whom the City provides a city-owned vehicle, department heads may be provided a travel bonus subject to annual approval by the City Council. Department heads receiving the travel bonus will not be eligible for reimbursement of mileage expenses within a specified mile radius of the City in accordance with the provisions of the bonus. Travel beyond the specified mile radius will be reimbursed in accordance with the cities travel policy."

When preparing the 2010-2011 budget the issue of how to handle the travel bonus was considered in light of the prior year's discussions. We attempted to address the concerns of differing Council member goals:

- Be proportional to actual miles traveled

- Not substantially impact the compensation of department heads
- Treat department heads with and without assigned City vehicles fairly

In an effort to transition from a pure travel bonus to a travel reimbursement while not substantially reducing the compensation of department heads, the Proposed 2010-2011 Budget included an appropriation for compensation of department heads which recognized \$300 of the previous monthly travel bonus as compensation and reserved the additional \$50 of the previous bonus for reimbursement. Department heads who were assigned a city-owned vehicle would continue to receive no travel bonus. This proposal was discussed with department heads at staff meeting and was acceptable to all.

The 2010-2011 budget was a particularly difficult one in which the City had to absorb \$1.1 million in increased costs including a \$200,000 reduction in electric system dividend to the general fund, elimination of \$300,000 in compensation expense from the Storm Water Fund, increased costs for the City share of the State retirement system, increased cost for employee health insurance, increased cost for property-casualty and liability insurance, and increased costs for petroleum products. After presentation of the budget to City Council, the administration was asked to implement an additional \$1.24 million in reductions. Many hours were spent working with department heads and the City Council to find and implement reductions. The department head travel bonus conversion was pushed to the back of considerations.

The City administration was aware that the change was subject to approval by City Council. The MAPS Group, which has made independent recommendations to the City regarding compensation changes in the past, was contacted to make a recommendation on personnel actions incumbent in the budget affecting the city's pay plan including this change. Their recommendations were anticipated to be available for the August City Council meeting. However, due to the MAPS Group's scheduling commitments it was not received until last week. They recommend that pay ranges be expanded from 48% (hiring rate to max) to 50% based upon current market. If incorporation of the travel bonus into compensation causes a wage to fall outside the maximum the balance would be incorporated into a bonus which will not become part of increased future base pay.

Consistent with the 2010-2011 budget proposal, our recommendation with regard to the department head travel bonus is to incorporate \$300 of the monthly bonus into department heads salaries and to reserve \$50 of the previous monthly travel bonus amount for travel reimbursement beyond 50 miles round trip. No bonus is proposed to be paid to department heads who are assigned a city-owned vehicle. After some experience with actual travel reimbursements further adjustments can be made in future budgets, subject to Council approval.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

2009-2010 budget discussions of May 18, 2009 and May 26, 2009

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review: _____ Concur _____ October 11, 2010 _____ No Recommendation _____ Date

The Washington City Council met in a continued session on Monday, May 18, 2009 at 4:30 p.m. in the Council Chambers at the Municipal Building. Present were: Judy Jennette, Mayor; Doug Mercer, Mayor Pro tem; Richard Brooks, Councilman; Archie Jennings, Councilman; Gil Davis, Councilman; Darwin Woolard, Councilman; Jim Smith, City Manager; and Cynthia Bennett, City Clerk.

Also present were: Matt Rauschenbach, Chief Financial Officer, Anita Radcliffe, Accounting Manager, Lynn Lewis, Tourism Director; Susan Hodges, Human Resource Director; Gloria Moore, Library Director; Mick Reed, Police Chief; Jimmy Davis, Fire Chief; Bobby Roberson, Planning Director; Keith Hardt, Electric Director; Ray Midgett, IT Director; Philip Mobley, Parks & Recreation Director; and Mike Voss, of the Washington Daily News.

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

APPROVAL/AMENDMENTS TO AGENDA

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

COMPENSATION & FRINGE BENEFITS

City Manager, James Smith reviewed the proposed health insurance plans with City Council. Mr. Smith reminded Council the employees would be offered two plans: the PPO (Preferred Provider Organization) and HSA (Health Savings Account). Susan Hodges stated there were eighteen (18) retired employees. Mayor Pro tem Mercer stated Council had always said we would pay the health insurance premiums if they had 30 years of service. Mrs. Hodges replied the retirees are covered at the same level or rate as active employees. Mayor Pro tem Mercer feels the City has a contract with those retired employees that are living on a fixed income. Mr. Smith stated we have active employees making, \$22,000 - \$24,000 per year and it will be hard on them to come up with \$18 per month as well.

Mr. Smith noted the budget proposes the 401(k) remain at \$50 per pay period. Susan Hodges, Human Resources Director thanked Council for the 401(k) contributions. She further reminded Council of the employees increasing health insurance cost; she also noted the employee already pays 6% out of their pay checks into the retirement system. Council discussed 401(k) contributions at length. Following discussion, Council agreed to leave the 401(k) as proposed.

Mayor Pro tem Mercer requested to speak on **fringe benefits**. Mayor Pro tem Mercer recommending paying all department heads for the use of their vehicles and require them to keep a log of mileage used for the City business. With this proposal they would get paid at the end of the month a fixed fee for miles driven. Councilman Jennings said the last time he offered a compromise and suggested not calling it a car allowance. Councilman Jennings felt there needs to be an equitable way of doing the mileage; some department heads only drive 15 miles a week and others drive more, yet the allowance is the same. Mr. Smith stated this was part of the Department Head compensation package. Following more discussion, Mayor Jennette polled Council on the car allowance topic.

Compensation

Councilman Jennings
Councilman Brooks
Councilman Woolard

Log

Mayor Pro tem Mercer
Councilman Davis

Council directed Susan Hodges to revise the travel policy reflecting the change to compensation.

Mayor Pro tem Mercer addressed **City vehicles** being driven home. At an earlier discussion, Mayor Pro tem Mercer recommended vehicles to be driven as long as they were driven in the City limits and the individuals live in the City limits. If they are

The Washington City Council met in a continued session on Monday, May 26, 2009 at 4:30 p.m. in the Council Chambers at the Municipal Building. Present were: Judy Jennette, Mayor; Doug Mercer, Mayor Pro tem; Richard Brooks, Councilman; Archie Jennings, Councilman; Gil Davis, Councilman; Jim Smith, City Manager; and Cynthia Bennett, City Clerk.

Councilman Darwin Woolard entered the meeting at 4:40pm and was made part of the minutes.

Also present were: Matt Rauschenbach, Chief Financial Officer, Anita Radcliffe, Accounting Manager; Mick Reed, Police Chief; Jimmy Davis, Fire Chief; Keith Hardt, Electric Director; and Mike Voss, of the Washington Daily News.

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

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennette explained Rev. David Moore has requested that Council endorse a grant application for an assisted living facility he is proposing to build. The urgency for this item is due to the grant submission deadline of June 1, 2009.

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

REVEREND DAVID MOORE – ENDORSE GRANT APPLICATION

Reverend David Moore came forward and explained his request to Council. Rev. Moore explained this will not cost the City any money; he just has to partner with the City to receive the funding. Rev. Moore is proposing a partnership with the City of Washington, Metropolitan Housing and Community Development Corporation, Inc is seeking \$420,000 for the construction of a 50 bed and 50 bathroom Assisted Living Facility that will house up to 50 low-income residents of the Medicaid and Medicare population. Once operational and fully staffed the facility will employ 35 new full-time employees to work three shifts. They are seeking the \$420,000 from the Rural Health Care Initiative to pay for the construction cost. Metropolitan has a valid Certificate of Need from the State Facilities Services that was granted in 2005 and must now begin to deliver on the promises of the Certificate. He is also applying for a \$250,000 CDBG grant for this project as well. If any of the 35 jobs are not created, Metropolitan will be responsible for paying back the approximately \$12,000 per job. The City will not be responsible for paying back any of the jobs that are not created. Jim Smith, City Manager explained this is similar to the grant funding for Pacific Seacraft and Carver Machine Works.

DISCUSSION REGARDING CAR ALLOWANCE

Mayor Pro tem Mercer requested discussing the travel allowance/car allowance. Mayor Pro tem Mercer is recommending that Council leave the travel policy exactly as it is today and not change it at all, as recommended at the last budget meeting. The reasoning behind not changing is due to the fact it would cost additional time and effort of the Finance Department. We would also have to adopt an additional travel policy (one for exempt and one for non-exempt employees). Council agreed by consensus to leave the policy unchanged and not as recommended at the prior budget meeting.

E-911

Mayor Pro tem Mercer inquired as to why there was an increase in the salaries line item. Anita Radcliffe stated this is for job maturity, merit and/or probationary raises as with each departmental budget. Ms. Radcliffe stated that job maturity is 2.5%, while merit can be up to 2.5% with the average being approximately 1%. The job maturity is budgeted in each department, while merit is budgeted in a lump sum in the Non-departmental Miscellaneous -General Fund at approximately \$30,000. Councilman Jennings stated this number was presented earlier in the budget process.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Jim Smith, City Manager & Susan Hodges, Human Resources Director
Date: October 6, 2010
Subject: Classification and Pay Grade Changes
Applicant Presentation: Becky Veazey, The MAPS Group
Staff Presentation: Susan Hodges, Human Resources Director

RECOMMENDATION:

I move that the City Council authorize the City Manager to implement the classification and pay grade changes and the in range pay adjustments for the positions in the Planning and Community Development, Fire/Rescue/EMS and Public Works departments that have been affected by reorganization and as recommended by the MAPS Group effective October 11, 2010.

BACKGROUND AND FINDINGS:

Due to a substantial change in duties and responsibilities as a result of organizational restructuring, two positions in Fire/Rescue/EMS and one position in Planning & Community Development were identified for classification review in accordance with City of Washington Personnel Policy Article II., Section 4. A new position in Planning & Community Development was also included in the study to ensure proper classification and pay grade assignment.

In addition, the Director of Public Works & Water Resources and the Water Resources Superintendent have recommended restructuring within the Water Resources Division as a result of the August 1, 2010 retirement of a long term employee. Several positions will experience a substantial change in duties and responsibilities as a result of the proposed reorganization. The reorganization has been postponed pending conclusion of the classification study and approval of the City Council.

A copy of the report from The MAPS Group consultant describing the recommended changes was provided at the Committee of the Whole City Council meeting held on September 27, 2010.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

Currently Budgeted (Account: varied) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

The MAPS Group, Washington Report

City Attorney Review: _____ Date By: _____ (if applicable)

Finance Dept Review: _____ Date By: _____ (if applicable)

City Manager Review: *[Signature]* _____ Concur Recommend Denial _____

No Recommendation *[Signature]* _____ Date 10/5/10



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Jim Smith, City Manager & Susan Hodges, Human Resources Director
Date: October 6, 2010
Subject: Adopt Assignment of Classes to Grades and Ranges for 2010-11
Applicant Presentation: Becky Veazey, The MAPS Group
Staff Presentation: Susan Hodges, Human Resources Director

RECOMMENDATION:

I move that the City Council approve the attached salary schedule for 2010-11 effective July 1, 2010.

BACKGROUND AND FINDINGS:

Salary data collected by the MAPS Group reflected prevailing average for salary ranges of 50%. This is the difference between the beginning and maximum salaries in each pay grade. Currently the range for the City of Washington is 48%. It is recommended that the City of Washington adjust the salary ranges to 50% based on the current market.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

Currently Budgeted (Account: varied) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

The MAPS Group, Washington Report

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JS* Concur _____ Recommend Denial _____
 No Recommendation 10/6/10 *JS*

CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 10-11

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
8	Maintenance Worker I Sanitation Worker		19,655	20,638	23,586	29,483
9	Maintenance Worker II		20,638	21,670	24,766	30,957
10	Library Assistant Maintenance Worker III Meter Reader Recreation Maintenance Worker Utility Maintenance Worker		21,670	22,754	26,004	32,505
11	Sanitation Equipment Operator I		22,754	23,892	27,305	34,131
12	Customer Services Representative Equipment Operator Field Services Representative Lead Meter Reader Lead Recreation Maintenance Worker Library Program Assistant Revenue Collections Assistant Sanitation Equipment Operator II		23,892	25,087	28,670	35,838
13	Inventory Control Assistant Police Records Clerk Utility Billing and Collections Specialist Utility Maintenance Technician		25,087	26,341	30,105	37,631
14	Administrative Support Specialist Equipment Mechanic I Senior Equipment Operator Telecommunicator Utilities Communication Technician Utility Maintenance Crew Leader Welder		26,341	27,658	31,609	39,512

**CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 10-11**

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
15	Civic Center Coordinator Evidence & Records Specialist Fire & EMS Apprentice Human Resources Technician Library Services Coordinator Recreation Program Specialist Senior Utility Billing System Operator Treatment Plant Operator		27,658	29,041	33,190	41,487
16	Accounting Technician Building Code Enforcement Officer Code Enforcement Officer Electric Line Worker I Electric Meter Technician Fire and EMS Administrative Specialist Firefighter/EMT Load Management Technician Public Works Supervisor I Telecommunications Supervisor		29,041	30,493	34,849	43,562
17	Aquatics and Fitness Center Supervisor Chemical Analyst Cross-Connection Control Technician Electric Substation Technician I Equipment Mechanic II Police Officer School Resource Officer Senior Administrative Support Specialist Treatment Facilities Maintenance Mechanic		30,493	32,018	36,592	45,740
18	Chemical/Pretreatment Analyst Electric Line Worker II Electric Substation Technician II Engineering Technician Environmental Health & Protection Officer Fire Engineer/EMT Public Works Supervisor II Senior Accounting Technician		32,018	33,619	38,422	48,027

CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 10-11

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
19	Assistant Police Unit Supervisor Criminal Justice Program Administrator Data Systems Specialist Electric Meter Services Supervisor Fleet Maintenance Supervisor * Police Detective Recreation Maintenance Supervisor Revenue Collections Supervisor	E	33,619	35,300	40,343	50,429
20	Distribution and Collection System Supervisor Electric Line Worker III Fire Company Officer Laboratory Supervisor Plant Maintenance Supervisor Recreation Program Supervisor Senior Building Codes Enforcement Officer Utilities Business Manager	E E E	35,300	37,065	42,360	52,950
21	Fire Shift Commander Police Unit Supervisor Risk Management Officer		37,065	38,918	44,478	55,598
22	Accountant Lead Electric Line Service Worker Public Works Superintendent	E E	38,918	40,864	46,702	58,377
23	City Clerk Community Development Planner Electric Line Crew Leader Planner Purchasing Agent Recreation Events & Facilities Manager	E E E E E	40,864	42,907	49,037	61,296
24	Fire Division Chief Treatment Plants Operations Supervisor	E E	42,907	45,052	51,489	64,361
25	Electric System Engineer Police Division Commander	E E	45,052	47,305	54,062	67,578

* Police Detective - no new appointments to this classification after July 1, 2007
October 11, 2010
Page 103 of 185

**CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 10-11**

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
26	Assistant Finance Director	E	47,305	49,670	56,766	70,958
	Library Director*	E				
	Technology Services Director*	E				
	Tourism Development Director*	E				
27	Assistant Police Chief	E	49,670	52,154	59,604	74,505
	Assistant Public Works Director	E				
	Electric Line Operations Superintendent	E				
	Electric Support Superintendent	E				
	Human Resources Director*	E				
	Water Resources Superintendent	E				
28			52,154	54,762	62,585	78,231
29	Parks and Recreation Director*	E	54,762	57,500	65,714	82,143
30	Chief of Fire/Rescue/EMS/Inspections*	E	57,500	60,375	69,000	86,250
	Community Development&Planning Director*	E				
	Police Chief*	E				
31	Finance Director*	E	60,375	63,394	72,450	90,563
32			63,394	66,564	76,073	95,091
33	Electric Utilities Director*	E	66,564	69,892	79,877	99,846
	Public Works & Water Resources Director*	E				
34			69,892	73,387	83,870	104,838
35			73,387	77,056	88,065	110,081

E = Exempt from the overtime provisions of the Fair Labor Standards Act (FLSA)

* Department Head

9/27/2010



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: October 11, 2010
Subject: Budget Ordinance 2009-2010 Projects Not Completed
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance to appropriate funds for projects that were budgeted in 2009-2010 and not completed.

BACKGROUND AND FINDINGS:

In prior years the budgeting technique to account for unfinished projects was to write purchase orders to the City of Washington and carry them forward to the new year along with open vendor purchase orders. After thorough review with Council it was determined that another acceptable approach would be to appropriate for the unfinished portion of the project and eliminate the writing of purchase orders to the City.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance
P.O. Carry Forward Summary & Detail Analysis
Booth Engineering P.O. 45745 \$119,000 explanation of purpose

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *[Signature]* Concur October 11, 2010 Denial _____ No Recommendation
[Signature] Date Page 105 of 185

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2010-2011**

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

Section 1. That the following accounts of General Fund revenue budget be increased by the respective amounts indicated for projects budgeted but not completed in 2009-2010:

Account	Description	Amount
10-00-3991-9910	Fund Balance Appropriated	\$ 4,000
10-00-3991-9910	Fund Balance Appropriated	3,000
10-00-3991-9910	Fund Balance Appropriated	2,922
10-40-3614-3600	Waterfront Docks Grant	169,688
10-00-3991-9910	Fund Balance Appropriated	27,600
10-40-3613-3603	Recreation Trail Grant	74,206
10-00-3991-9910	Fund Balance Appropriated	18,570

Section 2. That the following accounts of General Fund appropriations budget be increased by the respective amounts indicated for projects budgeted but not completed in 2009-2010:

Department	Account	Description	Amount
Planning	10-10-4910-4505	Contract Services	\$ 4,000
Planning	10-10-4910-7000	Non-Cap. Purchases	3,000
Library	10-40-6110-7000	Non-Cap. Purchases	2,922
Waterfront Docks	10-40-6124-7400	Capital Outlay	169,688
Parks & Grounds	10-40-6130-7300	Other Improvements	27,600
Parks & Grounds	10-40-6130-7305	Property Improvements	92,776

Section 3. That the following accounts of Electric Fund revenue budget be increased by the respective amounts indicated for projects budgeted but not completed in 2009-2010:

Account	Description	Amount
35-90-3991-9910	Fund Balance Appropriated	\$199,612
35-90-3991-9910	Fund Balance Appropriated	119,000

Section 4. That the following accounts of Electric Fund appropriations budget be increased by the respective amounts indicated for projects budgeted but not completed in 2009-2010:

Department	Account	Description	Amount
Substation Maintenance	35-90-8370-7000	Non-Cap. Purchases	\$199,612
Substation Maintenance	35-90-8370-7401	Installment Note Purch.	119,000

Section 5. That the following accounts of Warren Field Airport Fund revenue budget be increased by the respective amounts indicated for projects budgeted but not completed in 2009-2010:

Account	Description	Amount
37-90-3490-0006	Vision 100 Grant	\$ 80,505
37-90-3991-9910	Fund Balance Appropriated	8,945

Section 6. That the following accounts of Warren Field Airport Fund appropriations budget be increased by the respective amounts indicated for projects budgeted but not completed in 2009-2010:

Department	Account	Description	Amount
Warren Field Airport	37-90-3480-0000	Grant Funds	\$ 89,450

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall become effective upon its adoption.

Adopted this the 11th day of October, 2010.

MAYOR

ATTEST:

CITY CLERK

8/31/2010 9:59:03 AM

City Of Washington

PO #	PO Date	Department	Account #	Account Name	6/30/2010 P.O. \$	Suggested P.O. \$
1 45498	6/30/2010	TDA	10-00-4124-7000	NONCAPITALIZED PURCH	2,000	0
2 45451	6/25/2010	IT	10-00-4132-4505	PEG CHANNEL EXPENSES	1,807	0
3 45500	6/30/2010	Planning	10-10-4910-4505	CONTRACT SERVICES- N	7,000	4,000
4 45501	6/30/2010	Planning	10-10-4910-7000	NONCAPITALIZED PURCH	3,000	3,000
5 43990	6/30/2009	Library	10-40-6110-4500	CONTRACT SERVICES	10,000	0
6 45496	6/30/2010	Library	10-40-6110-7000	NONCAPITALIZED PURCH	2,922	2,922
7 45502	6/30/2010	Waterfront Docks	10-40-6124-7400	CAPITAL OUTLAY	169,688	169,688
8 45032	4/23/2010	Parks & Grounds	10-40-6130-7300	OTHER IMPROVEMENTS	27,600	27,600
9 45503	6/30/2010	Parks & Grounds	10-40-6130-7305	PROPERTY IMPROVEMEN	92,776	92,776
10 45504	6/30/2010	Electric Director	35-90-7220-0405	HWY 17 230 KV RELOCA	348,231	0
11 45504	6/30/2010	Electric Director	35-90-7220-0406	HWY 17 LINE RELOCATI	784	0
12 45504	6/30/2010	Electric Director	35-90-7220-0407	HWY 17 BYPASS NORTH	48,407	0
13 45504	6/30/2010	Electric Director	35-90-7220-0411	US HWY 17 RELOCATION	881,434	0
14 45504	6/30/2010	Electric Director	35-90-7220-0420	NCDOT - RUNYON CREEK	71,177	0
15 45504	6/30/2010	Electric Director	35-90-7220-0425	NCDOT - CLARKS CREEK	44,222	0
16 45504	6/30/2010	Electric Director	35-90-7220-0430	NCDOT - MINUTE MAN L	251	0
17 45504	6/30/2010	Electric Director	35-90-7220-0435	NCDOT - HWY 33 BRIDG	556	0
18 45505	6/30/2010	Electric Meter Services	35-90-7250-4500	CONTRACTED SERVICES	30,000	0
19 45495	6/30/2010	Substation Maintenance	35-90-8370-7000	NONCAPITALIZED PURCH	199,612	199,612
20 45506	6/30/2010	Substation Maintenance	35-90-8370-7401	INSTALLMENT NOTE PUR	147,019	119,000
21 45506	6/30/2010	Power Line Construction	35-90-8390-7401	INSTALLMENT PURCHASE	364,742	0
22 45507	6/30/2010	Airport	37-90-4530-4512	VISION 100 GRANT 362	<u>89,450</u>	<u>89,450</u>
					2,542,679	708,048

1 2009-2010 budgeted lap top purchased by TDA instead of City, cancel PO

2 Unspent restricted PEG channel funds, \$23,173 restricted General Fund balance. Cancel PO, appropriate as needed for eligible expenditures.

	Budget	Expenditure	PO	
2009-2010	20,000			Original appropriation
2009-2010		18,293		Spending
2009-2010	1,707			Year end balance
2010-2011			1,807	COW PO carry forward to 2010-2011

3 National Registry Grant carry forward, Grant closed out \$25,000 reimbursement requested in August. Appropriate \$4,000.

	Budget	Expenditure	PO	
2008-2009	28,000			Grant awarded in June 2009
2009-2010	28,000		28,000	COW PO carry forward to 2009-2010
2009-2010		16,500		2009-2010 spending
2009-2010	11,500			Year end balance
2010-2011	4,500		4,500	Vendor PO carry forward to 2010-2011
2010-2011		8,500		2010-2011 spending
2010-2011	(4,000)			Balance 9/17/10
2010-2011			7,000	COW PO carry forward to 2010-2011
2010-2011		3,000		Coded to 10-104910-4594

4 To carry forward funds to purchase GIS computer and software upgrade (inter departmental budget transfer in 2010 to provide funds). Appropriate \$3,000.

5 \$8,000 budgeted in 2008-2009 for study of merging with the County, \$10,000 carried forward for feasibility study in 2009-2010. Cancel PO.

6 To carry forward funds donated by the Friends of Brown Library for match on Bill Gates \$7,800 grant. Appropriate \$2,922 for donation balance.

	Budget	Expenditure	PO	
2009-2010	5,200			Donation
2009-2010		2,278		Spending
2009-2010	2,922			Year end balance
2010-2011			2,922	COW PO carry forward to 2010-2011

7 Water Front Docks Grant (CAMA permit delay). Appropriate \$169,688 for Grant balance.

	Budget	Expenditure	PO	
2008-2009	200,000			Grant awarded, budget amendment for revenue 9/30/08
2008-2009	225,300		225,300	PO Carryforward: Coastal Science & Engineering \$52,042, COW \$173,258
2008-2009		33,750		2008-2009 spending
2008-2009	191,550			Year end balance
2009-2010	191,551		191,551	PO Carryforward: Coastal Science & Engineering \$21,117, COW \$170,434
2009-2010		20,612		2009-2010 spending
2009-2010	170,939			Year end balance
2010-2011	1,250		1,250	PO Carryforward: Coastal Science & Engineering \$1,250
2010-2011		4,593		2010-2011 spending
2010-2011	(3,343)			Balance 9/17/10
2010-2011			169,688	COW PO carry forward to 2010-2011

8 Mr McConnell Donation. Appropriate \$27,600 for donation balance.

	Budget	Expenditure	PO	
2006-2007	30,000		30,000	PO to Right of Way Consultants to assist with acquisition of land for the 2nd entrance off Springs Rd
2007-2008	30,000		30,000	PO carry forward to 2007-2008
2007-2008		2,400		2007-2008 spending
2007-2008	27,600			Year end balance
2008-2009	27,600		27,600	PO carry forward to 2008-2009
2008-2009	27,600			Year end balance
2009-2010	27,600		27,600	PO carry forward to 2009-2010
2009-2010	27,600			Year end balance
2010-2011			27,600	COW PO carry forward to 2010-2011

9 Recreation Trail Grant. Appropriate \$92,776 for Grant balance.

	Budget	Expenditure	PO	
2009-2010	74,206			Grant awarded, budget amendment for revenue 11/18/09
2009-2010	92,776			Grant awarded, budget amendment for expenditure 11/18/09
2010-2011			92,776	COW PO carry forward to 2010-2011

10 Hwy 17 230KV Relocation. Cancel COW PO, appropriate as necessary.

	Budget	Expenditure	PO	
2006-2007	326,000			Budget amendment to appropriate expenditure 6/26/07
2006-2007		109,518		Spending
2006-2007	216,482			Year end balance
2007-2008	1,674,000			Original appropriation
2007-2008	20,000			Budget amendment to appropriate expenditure 9/19/07
2007-2008	(411,625)			Budget amendment to appropriate expenditure 4/29/08
2007-2008	(101,500)			Budget amendment covering overspent accounts 6/16/08
2007-2008		592,950		Spending
2007-2008	587,925			Year end balance
2008-2009	308,950		308,950	PO Carryforward: CW Wright Constr. \$290,785, Sawyer's Land Devl \$17,000, Hughes Supl. \$1,164
2008-2009	400,000			Budget amendment to appropriate expenditure 4/30/09
2008-2009	(22,000)			Budget amendment to appropriate expenditure 5/12/09
2008-2009		85,661		Spending
2008-2009	601,289			Year end balance
2009-2010	40,000			Original appropriation
2009-2010	602,962		602,962	PO Carryforward: CW Wright Construction \$290,785, Sawyer's Land Devl \$17,000, COW \$295,176
2009-2010		133,237		Spending
2009-2010	509,725			Year end balance
2010-2011	161,494		161,494	PO Carryforward: CW Wright Construction \$161,494
2010-2011			348,231	COW PO carry forward to 2010-2011

11 Hwy 17 Relocation. Cancel COW PO, appropriate as necessary.

	Budget	Expenditure	PO	
2006-2007	265,000			Budget amendment to appropriate expenditure 6/26/07
2006-2007		176,852		Spending
2006-2007	88,148			Year end balance
2007-2008	385,000			Original appropriation
2007-2008	315,000			Budget amendment to appropriate expenditure 4/29/08
2007-2008	75,000			Budget amendment covering overspent accounts 6/16/08
2007-2008		678,291		Spending
2007-2008	96,709			Year end balance
2008-2009	25,015		25,015	PO Carryforward: E & R Inc. \$25,015
2008-2009	40,000			Budget amendment to appropriate expenditure 4/30/09
2008-2009		20,053		Spending
2008-2009	44,962			Year end balance
2009-2010	45,622		45,622	PO Carryforward: E & R Inc. \$21,336, COW \$24,286
2009-2010	11,000			Budget amendment to appropriate expenditure 6/30/10
2009-2010		34,502		Spending
2009-2010	22,120			Year end balance
2010-2011	21,336		21,336	PO Carryforward: E & R Inc. \$21,336
2010-2011			784	COW PO carry forward to 2010-2011

12 Hwy 17 Bypass North. Cancel COW PO, appropriate as necessary.

	Budget	Expenditure	PO	
2006-2007	155,000			Budget amendment to appropriate expenditure 6/26/07
2006-2007		37,167		Spending
2006-2007	117,833			Year end balance
2007-2008	195,000			Original appropriation
2007-2008	26,000			Budget amendment to appropriate expenditure 4/29/08
2007-2008	25,000			Budget amendment covering overspent accounts 6/16/08
2007-2008		225,924		Spending
2007-2008	20,076			Year end balance
2008-2009	3,757		3,757	PO Carryforward: Westinghouse \$1,057, Irby \$2,700
2008-2009	200,000			Budget amendment to appropriate expenditure 4/30/09
2008-2009		154,953		Spending
2008-2009	48,804			Year end balance
2009-2010	49,483		49,483	PO Carryforward: COW \$49,483
2009-2010		1,076		Spending
2009-2010	48,407			Year end balance
2010-2011			48,407	COW PO carry forward to 2010-2011

13 US Hwy 17 Relocation- 2510C. Cancel COW PO, appropriate as necessary.

Budget	Expenditure	PO	
2006-2007	20,000		Budget amendment to appropriate expenditure 6/26/07
2006-2007		16,828	Spending
2006-2007	3,172		Year end balance
2007-2008	3,125		Budget amendment to appropriate expenditure 4/29/08
2007-2008		3,125	Spending
2007-2008	-		Year end balance
2008-2009	600,000		Original appropriation
2008-2009		45,928	Spending
2008-2009	554,072		Year end balance
2009-2010	400,000		Original appropriation
2009-2010	555,665	555,665	PO Carryforward: COW \$555,665
2009-2010	(73,000)		Budget amendment 6/30/10
2009-2010		1,231	Spending
2009-2010	881,434		Year end balance
2010-2011		881,434	COW PO carry forward to 2010-2011

14 NC DOT - Runyon Creek Bridge. Cancel COW PO, appropriate as necessary.

Budget	Expenditure	PO	
2007-2008	20,000		Budget amendment to appropriate expenditure 4/29/08
2007-2008	30,000		Budget amendment to appropriate expenditure 6/30/08
2007-2008		38,883	Spending
2007-2008	11,117		Year end balance
2008-2009	300,000		Budget amendment to appropriate expenditure 4/30/09
2008-2009		225,243	Spending
2008-2009	74,757		Year end balance
2009-2010	50,000		Original appropriation
2009-2010	75,415	75,415	PO Carryforward: COW \$75,415
2009-2010		54,238	Spending
2009-2010	71,177		Year end balance
2010-2011		71,177	COW PO carry forward to 2010-2011

15 NC DOT - Clarks Creek Bridge. Cancel COW PO, appropriate as necessary.

	Budget	Expenditure	PO	
2007-2008	22,000			Budget amendment to appropriate expenditure 4/29/08
2007-2008	100,000			Budget amendment to appropriate expenditure 6/30/08
2007-2008		115,070		Spending
2007-2008	6,930			Year end balance
2008-2009	300,000			Budget amendment to appropriate expenditure 4/30/09
2008-2009	3,495		3,495	PO Carryforward: Hughes Supply \$321, Irby \$3,171
2008-2009		255,831		Spending
2008-2009	47,664			Year end balance
2009-2010	48,467		48,467	PO Carryforward: COW \$48,467
2009-2010		4,245		Spending
2009-2010	44,222			Year end balance
2010-2011			44,222	COW PO carry forward to 2010-2011

16 NC DOT - Minute Man Lane to Bridge. Cancel COW PO, appropriate as necessary.

	Budget	Expenditure	PO	
2009-2010	37,000			Budget amendment to appropriate expenditure 6/30/10
2009-2010		41,551		Spending
2009-2010	(4,551)			Year end balance
2010-2011	150,000			Original appropriation
2010-2011			251	COW PO carry forward to 2010-2011

17 NC DOT - HWY 33 Bridge. Cancel COW PO, appropriate as necessary.

	Budget	Expenditure	PO	
2009-2010	25,000			Budget amendment to appropriate expenditure 6/30/10
2009-2010		27,295		Spending
2009-2010	(2,295)			Year end balance
2010-2011			556	COW PO carry forward to 2010-2011
		3,079,652		DOT Exp total
		2,917,960		DOT Reimbursement

18 Contracted Services (transformer meter installation testing). Cancel COW PO.

	Budget	Expenditure	PO	
2009-2010	30,000			Original appropriation
2009-2010		-		Spending
2009-2010	30,000			Year end balance
2010-2011	10,000			Original appropriation
2010-2011			30,000	COW PO carry forward to 2010-2011

19 Non-Capitalized Purchases (Load Management). Appropriate \$199,612.

2009-2010	300,000			Budget amendment to appropriate expenditure 5/26/10
2009-2010		1,588		Spending
2009-2010	58,276	58,275		Reclass from capital to non-capital
2009-2010	298,413			Year end balance
2010-2011	6,500			Original appropriation
2010-2011	98,800		98,800	PO Carryforward: Comverge \$98,800
2010-2011		1,309		Spending
2010-2011	103,991			Balance 9/17/10
2010-2011			199,612	COW PO carry forward to 2010-2011

20 Installment Note Purchases (Substation). Appropriate \$119,000 to complete project.

	Budget	Expenditure	PO	
2008-2009	1,565,000			Original appropriation (Debt issued 7/29/09)
2008-2009	422,902		422,902	PO Carryforward (2007-2008): Booth \$5,639, Wachovia \$127,891, BB&T \$2,182, Westinghouse \$663, United Wood Treating \$2,224, Irby \$18,611, WESCO \$34,400 Quality Truck Bodies \$11,228, Electrical Services Ltd. \$120,948, WESCO \$1,400, Irby \$6,113, Bobby Murray Chev \$20,182, Power Integration \$16,954, Segars Fence \$8,145, COW \$46,322
2008-2009		491,872		Spending
2008-2009	1,496,030			Year end balance
2009-2010	192,000			Original appropriation
2009-2010	1,496,030		1,496,030	PO Carryforward: Booth \$5,639, Elec. Svcs Ltd. \$81,258, WESCO \$35,550, COW \$1,373,583
2009-2010	(192,000)			Budget amendment cash capital instead of installment purchase 9/25/09
2009-2010		1,249,984		Spending
2009-2010	246,046			Year end balance
2010-2011	305,000			Original appropriation
2010-2011	14,590		14,590	PO Carryforward: Transformer Maintenance \$14,590
2010-2011		33,433		Spending
2010-2011	286,157			Balance 9/17/10
2010-2011			147,019	COW PO carry forward to 2010-2011
2010-2011			119,000	Booth Engineering PO 45745 to complete project

21 Installment Note Purchases (Power Line Construction). Cancel PO project complete.

	Budget	Expenditure	PO	
2008-2009	589,500			Original appropriation (Debt issued 7/29/09)
2008-2009	747,622		747,622	PO Carryforward: Vic Bailey Ford \$15,105, Irby \$27,101, WESCO \$1,296&\$576, COW \$701,543
2008-2009		541,857		Spending
2008-2009	795,265			Year end balance
2009-2010	370,000			Original appropriation
2009-2010	790,340		790,340	PO Carryforward: NC DMV \$681, Pecheles \$22,688, Irby \$42,422, WESCO \$3,908, COW \$720,641
2009-2010	(370,000)			Budget amendment cash capital instead of installment purchase 9/25/09
2009-2010		419,086		Spending
2009-2010	371,254			Year end balance
2010-2011	460,000			Original appropriation
2010-2011		39		Spending
2010-2011	459,961			Balance 9/17/10
2010-2011			364,742	COW PO carry forward to 2010-2011

22 Vision 100 Airport Grant. Appropriate \$88,541 for grant balance

	Budget	Expenditure	PO	
2008-2009	166,667			Original appropriation
2008-2009		-		Spending
2008-2009	166,667			Year end balance
2009-2010	166,667			Original appropriation
2009-2010		64,276		Spending
2009-2010	102,391			Year end balance
2010-2011	12,941		12,941	PO Carryforward: ELJ Inc. \$12,338, Talbert & Bright \$603
2010-2011		12,914		Spending
2010-2011	27			Balance 9/17/10
2010-2011			88,541	COW PO carry forward to 2010-2011

PO# 45745 (\$119,000.00) Booth & Associates was written for the remaining engineering, drafting, and technical assistance associated with the T3/T4 project budgeted in 2009-2010. These elements of the project are associated with drawing updates, and relay settings changes for the Main Sub T1/T2 and the old transformers that were moved to Wharton Substation as a result of the transformer change outs T3/T4. These are the final expenditures for this project.

Implementation of Load Management (Energy Management) Program

Electric Advisory Board Recommendations

- Prepare slides of the residential energy management overview and financial benefits to the customer and utility for use on the City's cable channel.
- Provide energy management program highlights on the City's web site.
- Include bill stuffers (with assistance of ElectriCities) on energy management program benefits.
- Provide single fact sheet and sample energy management device to Electric Advisory Board members for discussions with church and civic groups.
- Broadcast energy management program benefits on our phone Blackboard phone alert system.

Staff Recommendations

- Include customers that request a payment extension or payment plan in the energy management program.
- Include customers with two non-payment disconnects in 12 months in the energy management program.
- Continue to market the City's water heater and heat pump rebate program. Participants are included in the energy management program.
- Customers requesting removal of existing energy management switches repay last twelve months credits and cost of removal.
- Employ a Energy Management Technician licensed as an N.C. Electrical Contractor to oversee the installation, inspection, and maintenance of existing and new energy management switches.
- Utilize two existing Electric Department employees to install energy management switches.
- Issue an RFP for contracted installation of energy management switches.

Budget

\$	Description
97,500	Switches (1,500 @ \$65/)
1,300	Testing/programming equipment
96,715	Line crew labor and related fringes (2)
48,750	Load Management Technician (licensed electrician)
4,000	Vehicle repair & maintenance. Utilize Whse. truck
<u>51,735</u>	Installation contract Labor
300,000	Total

Installation Completion:

4	Locations/day/crew
1.2	Switches/location (80% 1/20%2)
4.8	Switches/crew/day
2	Crews
1,500	Switches
31	Weeks to Install

Assumes adequate backlog of requests at all times



City of Washington
MEMORANDUM

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: October 11,, 2010
Subject: Electrical Contractor License

Jim Smith, Ed Pruden, and I met with Jesse Skinner of the NC State Board of Examiners of Electrical Contractors (NCBEEC) on September 30th to discuss Load Management switch installation and license requirements. Recap:

1. The City is required to have an electrical contractors license
2. Process to obtain a license:
 - a. Hire an individual with a license or someone who is a qualified individual (passed exam) on someone else's license
 - b. Individual surrenders license to NCBEEC, remains qualified
 - c. City requests license from NCBEEC with qualified individual listed on license
 - d. License is for 12 months with continuing education requirements (8 hours)
 - e. More than one qualified individual can be listed on license
3. Other employees may become qualified under the supervision of the licensed individual. Must complete coursework, hours of experience requirements, and score at least 75 on exam.
4. Three license classifications:
 - a. Limited- \$40,000/job, <600 volt
 - b. Intermediate- \$110,000/job, unlimited voltage, \$40,000 minimum bonding
 - c. Unlimited- unlimited \$/job, unlimited voltage, \$110,000 minimum bonding
5. City plans to advertise this position with Council's concurrence



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: October 11, 2010
Subject: Purchase Orders > \$20,000 Approval
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council approve the attached purchase orders.

BACKGROUND AND FINDINGS:

Requisition # 7984, Booth & Associates, \$119,000: T3/T4 project installment purchase budgeted in 2009-2010. This will complete the project and is included in the 2009-2010 Projects Not Completed Budget Ordinance in today's agenda. Account 35-90-8370-7400.

Requisition #8122, Westinghouse Electric, \$32,625: main substation B2 breaker replacement budgeted in 2010-2011, total project \$45,000. Account 35-90-8370-7400.

Requisition #8178, Utility Service Co., \$31,947: clean media in all eight filters at Water Plant in lieu of replacing at a cost of \$400,000. \$100,000 budgeted this year and was planned for next three years. Account 30-90-8100-7000.

PREVIOUS LEGISLATIVE ACTION

2009-2010 & 2010-2011 adopted budgets

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Requisition # 7984, 8122, & 8178

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review:  Concur _____ Denial _____ No Recommendation _____
 Date _____ Page 122 of 185

Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:7984

PO #: 45745

User Name: Ed Pruden

Date: 08/17/2010

Approved By: Beverly Clark

Approved Code: Approved

Total Amount: \$119,000.00

Ship To:

CITY OF WASHINGTON WAREHOUSE (ELI

203 GRIMES ROAD

WASHINGTON, NC 27889

BOOTH & ASSOCIATES, INC.

1011 SCHAUB DRIVE SUITE 300

RALEIGH, NC 27606

Vendor Instructions: ELECTRIC DEPT, ED PRUDEN
T3/T4 PROJECT

Quantity	Description	Job Number	Unit Price	Extended
1	WHARTON STATION RELAY AND YARD INTERCONNECT DRAWINGS		\$18,000.00	\$18,000.00
1	T3/T4 INTERNAL TRANSFORMER DRWAINGS FOR SEL-2414 MONITORING PACKAGE, INCLUDES COMMISSIONING		\$19,000.00	\$19,000.00
1	MAIN SUBSTATION T1/T2 DRAWING UPDATES, INCLUDING BREAKER DRAWING REVIEWS AND ADDING TRANSFORMER MONITORS		\$65,000.00	\$65,000.00
1	T1/T2 RELAY SETTINGS		\$5,000.00	\$5,000.00
1	T1/T2 COMMISSIONING ASSISTANCE		\$12,000.00	\$12,000.00
			Sub Total	\$119,000.00
			Total Tax	\$0.00
			Total	\$119,000.00

Account Number	Account Description	Amount	
35-90-8370-7401	INSTALLMENT NOTE PURCHASES	\$119,000.00	
		Total	\$119,000.00

Approval List

Dept Level Approval: _____
Department Head: _____
PO Level Approval: _____
Purchase Order Prep: _____

October 11, 2010
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Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:8122

PO #: Not Assigned

User Name: Ed Pruden

Date: 09/20/2010

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$32,625.00

Ship To:

CITY OF WASHINGTON WAREHOUSE (ELF

203 GRIMES ROAD

WASHINGTON, NC 27889

WESTINGHOUSE ELECTRIC SUPPLY

3025 STONYBROOK DRIVE

RALEIGH, NC 27604

Vendor Instructions: ELECTRIC DEPT, ED PRUDEN 252-975-9365
MAIN SUB B2 BREAKER REPLACEMENT S-E-36

Quantity	Description	Job Number	Unit Price	Extended
1	VB30240UU555KBL401, TYPE V, MAX VOLTAGE 38 kV, 200 kV BIL, CONTINUOUS CURRENT 2000 A, SHORT CIRCUIT INTERRUPTING CURRENT 25 kA, TRIP/CLOSING 125VDC, MOTOR VOLTAGE 125 VDC, OTHER SPECIFICATIONS & OPTIONS PER QUOTE DATED 17 SEP 2010		\$32,625.00	\$32,625.00
Sub Total				\$32,625.00
Total Tax				\$0.00
Total				\$32,625.00

Account Number	Account Description	Amount
35-90-8370-7401	INSTALLMENT NOTE PURCHASES	\$32,625.00
Total		\$32,625.00

Approval List

Dept Level Approval: _____
Department Head: _____
PO Level Approval: _____
Purchase Order Prep: _____

October 11, 2010

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Requisition Form

City Of Washington
P.O BOX 1988
WASHINGTON, NC 27889

Requisition #:8178
PO #: Not Assigned
User Name: Adam Waters

Date: 10/06/2010
Approved By:
Approved Code: Awaiting Final Approval
Total Amount: \$31,947.00

UTILITY SERVICE CO. INC.
200 OLD COVERED BRIDGE RD.
MADISON, NC 27025

Ship To:
CITY OF WASHINGTON WAREHOUSE (PW
203 GRIMES ROAD
WASHINGTON, NC 27889

Vendor Instructions: PUBLIC WORKS
WATER RESOURCES
ADAM WATERS
252-975-9310

Quantity	Description	Job Number	Unit Price	Extended
1	CLEANING MEDIA IN FILTERS 1-8 AS SUBMITTED IN PROPOSAL DATED 9/15/2010 BY SCOTTY WILKINS		\$31,947.00	\$31,947.00
Sub Total				\$31,947.00
Total Tax				\$0.00
Total				\$31,947.00

Account Number	Account Description	Amount
30-90-8100-7000	NONCAPITALIZED PURCHASES	\$31,947.00
Total		\$31,947.00

Approval List

Dept Level Approval: _____
Department Head: _____
PO Level Approval: _____
Purchase Order Prep: _____



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings and council members
From: Bianca Gentile, Special Projects
Date: September 29, 2010
Subject: Accept Student Energy Internship and Fellowship Program and Adopt Budget Ordinance Amendment \$30,000
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that Council accept the State Energy Office grant entitled "Student Energy Internship and Fellowship Program" and adopt the budget ordinance amendment in the amount of \$30,000.

BACKGROUND AND FINDINGS:

N/A

PREVIOUS LEGISLATIVE ACTION

March 8, 2010 Permission was granted to seek funding from the State Energy Office

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Project approach and budget amendment

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

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2010-2011**

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

Section 1. That account number 10-10-3491-3305, State Energy Grant, portion of the General Fund revenue budget be increased in the amount of \$30,000 for the State Energy Grant for Student Interns.

Section 2. That account number 10-10-4910-4511, Contract Services- Energy, Planning/Zoning portion of the General Fund appropriations budget be increased in the amount of \$30,000.

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

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

Adopted this the 11th day of October, 2010.

MAYOR

ATTEST:

CITY CLERK

“Promoting Residential Energy Efficiency”

Goal:

The goal is to make recommendations as to how local level policies/programs/awareness campaigns can promote/incentivize energy efficiency improvements in residential housing stock. Additionally, we aim to establish how the City can successfully market energy conservation projects and programs and establish/deliver the most cost effective residential up fits

Rationale:

With unemployment in the construction sector at nearly 25%, the City of Washington has the potential to jumpstart our local economic recovery by boosting demand for energy efficient homes, products and installation services. For middle-class families, such policies will help them save hundreds of dollars a year in energy costs while improving the comfort and value of their most important investment – their homes. However, Washington’s low-income renters face a growing burden in the form of increasing energy costs. While homeowners can choose to invest in structural improvements that will make their homes more energy efficient and reduce energy bills, renters lack the incentive to make similar improvements. At 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 addition, the program would help reduce our economy’s dependence on oil and support the development of an energy efficiency services sector in our local economy.

Approach:

Student goal 1: Survey household energy consumptions patterns

Action Steps:

- *Develop a survey including demographics, household energy patterns; ask questions about household appliances, heating and cooling appliances, preferred indoor temperature, structural characteristics, etc. The goal of the survey will be to better understand the behavioral patterns of energy uses (Demographics like education, income, race, long-term vs new resident) may distinguish how we use energy) ... Interns develop the survey, however they will receive assistance from the City and ECU.*
- *Send” mail” surveys out. Consider offering an incentive to respondents (free CFLs’?)*
- *Analyze and process findings using SPSS and other quantitative analysis tools. ECU professors will assist in reviewing survey result interpretations*
- *Make findings based presentations.*

Student goal 2: How can Washington promote residential energy efficiency?

Action steps:

- *Research what other towns, counties and states are doing to promote residential energy efficiency*
- *Research the energy financing tools available on a local, state and federal level which aid in the promotion of residential energy efficiency.*
- *Research and review how other municipalities enhance the energy efficiency of their housing stock. Research and interviews should be conducted to generate profiles for a minimum of five best practice cities. The profiles should detail the policies that support energy efficiency*

improvements in their housing stock, as well as the political process toward implementation and current outcomes of the measures.

- *Research how energy efficiency in historic districts is achieved while complying with the secretary of the interiors guidelines for historic preservation*
- *Review the local guidelines for historic preservation. Can these be enhanced to promote energy efficiency- windows, solar, insulation, etc?*
- *Review policies/programs/incentives, etc that have been developed and implemented to achieve the goal of improving the energy efficiency of rental/housing stock*
- *Identify challenges/barriers of implementing new programs/policies/incentives/mandates that set the goal of improved energy efficiency.*
- *Present findings in two separate documents (historic preservation/ general housing stock) to planning director. Research and interviews should be conducted to generate profiles for a minimum of five best practice cities. The profiles should detail the policies that support energy efficiency, as well as the political process toward implementation and current outcomes of the measures. At the discretion of the planning director, present findings to the city council. Please note: these findings may be used to inform staff policy recommendations to City Council.*
- *Make presentations at academic conferences (MPA: February, 2011 and Socio: April, 2011) ECU Campus research day (April, 2011) and the annual state energy conference. Students complete a paper summarizing findings.*
- *Identify and attend at least one conference focused on energy efficiency*

Goal 3: Load Management Program “How to manual”

This program is designed to help utility customers become more energy aware and lower their power bills by using energy more efficiently and by reducing the energy consumed during peak periods when prices are at their highest. FREE load switches are installed on electric central heating and cooling systems, heat pumps, baseboard heating and water heaters. Participants receive up to 3% to 6% discount per month and the installation is FREE. Participating customers with appliance control can receive between \$44- \$135/yr in credits. The goal here is to assist the city in continuing and enhancing their current load management program.

Action Steps

- *Students will set out to broadly understand the barriers/benefits of participation in the City’s load management program.*
- *Students will set out to understand the barriers/failures/successes to the City’s load management programs past marketing plans.*
- *Based on their findings of barriers, successes, and benefits students will develop an approach to assist the city in continuing this municipally funded program; marketing/outreach, incentives, etc.*
- *Make recommendations to municipal staff, professors and at the discretion of City Staff, City Council*

Category	Column 1 Leverage of Matching Funds from other sources besides state energy office or other federal sources	Column 2 State energy office funds	Total
Personnel costs for intern (hourly rate/total hours		\$20/hr @ 300hours x 2 interns = \$12,000	\$ 12,000
Personnel costs for program management	\$20/hr @ 75 hours x 2 interns = \$3,000 (Municipal intern supervision, 66%) \$53/hr @ 160 hours x 2 interns = \$16,960 (Academic supervision)	\$20/hr @ 75 hours x 2 interns = \$ 3,000 (Municipal intern supervision, 34%)	\$ 19,960
Travel and subsistence		Conferences and Training = \$3,000 Washington/ Greenville Travel = \$7,000	\$ 10,000
Subcontractor			
Equipment costs		\$5,000 (computer, paper camera, etc)	\$ 5,000
Other costs (supplies/office expenses			\
Total	\$ 19,960	\$ 30,000	\$ 49,960



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Bianca Gentile, Special Projects
Date: September 29, 2010
Subject: Legally binding commitment, CDBG Housing Development Grant
Applicant Presentation: Reed Whitsell
Staff Presentation: N/A

RECOMMENDATION:

I move that council approve the Legally-Binding Commitment (LBC) between the City of Washington and Washington Housing Non-Profit, Inc., related to the proposed development of 13 new stick built homes with FY 09 Community Development Block Grant (CDBG) funds.

BACKGROUND AND FINDINGS:

We have reviewed and edited the draft of the Legally Binding Commitment (LBC) included in the FY09 CDBG Housing Development project application and made extensive modifications to clarify the agreement and guarantee that the city is provided security if the non-profit developer fails to complete the development and conveyance of 13 new stick-built homes to low to moderate income households as specified in the FY-09 CDBG-HD Grant Agreement between the City of Washington and the NC Division of Community Assistance. The new homes are to be located on parcels on 7th Street and in the Northgate Subdivision, owned by Washington Housing Authority and Northgate LLC, respectively.

PREVIOUS LEGISLATIVE ACTION

- 6.14.10 Approval of LBC
6.14.10- Adopt budget ordinance
7.13.09- Approval to submit the application to DCA

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Legally Binding Commitment

City Attorney Review: ___ Date By: ___ (if applicable)
Finance Dept Review: ___ Date By: ___ (if applicable)
City Manager Review: ___ Concur ___ October 11, 2010 ___ Recommend ___ Denial ___ No Recommendation 10/7/10 Date
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Legally Binding Commitment

City of Washington and Washington Housing Nonprofit Inc.

FY2009 CDBG Housing Development Program

This Legally Binding Commitment for the City of Washington FY09 CDBG Housing Development Program (hereinafter referred to as the "Agreement") is entered into as of the [REDACTED] day of [REDACTED], 2010, by and between the City of Washington (hereinafter referred to as the "City") and Washington Housing Nonprofit Inc. d/b/a Washington Housing Incorporated (hereinafter referred to as "WHI").

RECITALS

WHEREAS, the City has received a Community Development Block Grant-Housing Development (hereinafter referred to as "Grant") in the amount of \$227,700.00 from the North Carolina Department of Commerce, Division of Community Assistance (hereinafter referred to as "DCA"). The purpose of the Grant is to provide funds for acquisition, development, construction and conveyance of thirteen (13) stick built homes specifically for and to low to moderate income individuals (hereinafter referred to as "LMI") within the time period allowed by the Grant and/or DCA, which Grant is incorporated herein by reference as if fully set forth.

WHEREAS, WHI is a nonprofit organization that promotes asset building strategies for LMI in the City and Beaufort County, and will perform its obligations under this Agreement consistent with the terms, conditions, and considerations contained herein, said Grant, and the FY09 Grant Project Application (hereinafter referred to as "Grant Application"), which Grant Application is incorporated herein by reference as is if fully set forth.

WHEREAS, release of Grant funds by DCA is contingent upon a legally binding commitment between the City and WHI that obligates both parties to fulfill the terms of the Grant and, more particularly, defines WHI's specific commitment to utilize Grant funds to acquire, develop, construct and convey said homes to LMI.

NOW, THEREFORE, in consideration of and in exchange for the mutual promises set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the City and WHI mutually agree as follows.

PART A – ACTIVITIES AND PERIOD OF PERFORMANCE

Section 1 WHI will perform the following.

1. Acquire thirteen (13) proposed development sites from the Washington Housing Authority, or some other entity acceptable to DCA, utilizing Grant funds.
2. Complete construction and conveyance of thirteen (13) affordable housing units as described in the Grant and Grant Application to LMI no later than April 26, 2013 (36 months from the date of the executed Grant).
3. Qualify and counsel potential homebuyers to purchase completed units.
4. Market and coordinate the sale of the properties to LMI.
5. Address all questions regarding the Grant to the City-appointed Grant contact, not DCA.
6. Fulfill all of its and the City's obligations under the Grant and Grant Application, including but not limited to all such obligations that are either directly or indirectly dependent upon WHI for fulfillment. Such

obligations include, but are not limited to complying with all applicable certifications and requirements, including but not limited to those certifications and requirements required by the North Carolina Department of Commerce and DCA. As more specifically provided for in the Grant, WHI shall, among other things, comply with the procurement standards set forth in 4 N.C. Administrative Code 19L. 0908.

Section 2 The City will perform the following.

1. Provide financial management of Grant funds.
2. Assist WHI with property acquisition and the real estate closing process.
3. Establish benchmarks and monitor the project for progress toward goals.
4. Provide WHI with copies of relevant DCA correspondence regarding the project including, but not limited to, policy interpretation or changes, reporting requirements, monitoring visits, etc.
5. Assist WHI with establishment of procedures for establishing homeowner eligibility and homeowner counseling.
6. Manage all Grant compliance activities, including environmental labor standards, procurement, fair housing, and EEO requirements.

PART B – TERM OF AGREEMENT

This Agreement shall commence on the day first above written and continue until April 26, 2013 or until such time as DCA requires in order to close out the Grant and receive any reimbursement that may then be due DCA.

PART C – MISCELLANEOUS/SPECIAL CONDITIONS

1. The City and DCA, or their respective duly authorized representatives, shall have the right to request status reports from WHI regarding requests for reimbursement of WHI staff and overhead costs with Grant funds, the disposition of Grant funds, and the progress of programmed activities funded through the Grant.
2. Amendments: The Grant, Grant Application, and this Agreement may not be amended or revised without written approval of both parties and concurrence from DCA.
3. WHI shall keep and maintain all books, records, and other documentation directly related to the receipt and disbursement of Grant funds and fulfillment of this Agreement as well as the Grant.
4. Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of the Grant between the City and DCA, and agree that any conflict between the provisions, requirements, duties, or obligations of this Agreement and the Grant shall be resolved in favor of the Grant.
5. This Agreement constitutes a legally enforceable contract and shall be governed by and construed in accordance with the laws of the State of North Carolina.
6. Liabilities and Loss: The City assumes no liability with respect to accidents, bodily injury, illness, breach of contract, or any other damages or loss, or with respect to any claims arising out of any activities undertaken by WHI under this Agreement, whether with respect to persons or property of WHI, or third parties. WHI agrees to obtain insurance or otherwise protect itself or others as it may deem desirable. Further, WHI agrees to indemnify, defend and save harmless the City and its officers, agents and employees from any and all claims and losses arising from this Agreement, including but not limited to those claims and losses accruing or resulting to any and all subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in

connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, corporation who may be injured or damaged by WHI or its agents in the performance of this Agreement.

7. WHI shall at all times comply with all laws, ordinances, and regulations of federal, state, and local governments which may in any manner affect or be related to the performance of this Agreement.
8. WHI may not assign any interest in this Agreement, nor transfer any interest in the same, without the written consent of the City.
9. WHI represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement and the Grant. Such employees shall not be employees of the City. Such personnel shall be fully qualified and shall be authorized under state and local law to perform the required services.
10. In carrying out the terms and conditions of this Agreement, WHI is an independent party from the City and is not an agent or employee of the City. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between the City and WHI.
11. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.
12. WHI shall execute and provide the City with a promissory note(s) and deed(s) of trust, in a form satisfactory to the City in the City's sole discretion, secured, singularly or collectively, by all properties acquired in conjunction with this Agreement and the Grant, including Grant funds. Said promissory note(s) and deed(s) of trust shall, among other things, secure WHI's performance of its obligations arising from this Agreement, the Grant, and the Grant Application. WHI may make application to the City for a release(s) from said promissory note(s) and deed(s) of trust. Said application must include, among other things, such evidence and documentation as the City may, in its sole discretion, require in order to verify that WHI has a LMI qualified purchaser(s) who has(have) secured qualified financing for the lot or lots to be released. An amount equal to the initial acquisition cost of the lot or lots to be sold along with the amount of any proceeds that exceed payoffs as well as closing costs shall be withheld from the proceeds of any closing involving the sale by WHI of property acquired through this Agreement and Grant. Any amount so withheld shall be transferred to the City and set aside in a separate line item and dedicated for future use consistent with DCA policy.

PART D – NON-PERFORMANCE BY WHI AND REIMBURSEMENT OF GRANT FUNDS

If WHI fails to acquire, develop, construct, and convey thirteen (13) affordable housing units to LMI as described in this Agreement, the Grant, or the Grant Application by April 26, 2013 and if the City is required to reimburse DCA any Grant funds expended due to WHI's non-performance, including but not limited to deliberate or non-deliberate improper expenditure of Grant assistance, which reimbursement may include any pro rata portion (approximately \$18,000.00 per unit), WHI agrees to pay or reimburse the City for 100% of any reimbursement required by DCA of Grant funds. Among other possible remedies and recourses of action, the City may utilize said set aside funds or pursue collection of the above referenced promissory note(s) as well as deed(s) of trust through foreclosure of the same to fund said reimbursement or otherwise upon WHI's failure to perform any obligation required by or arising from this Agreement, the Grant, or the Grant Application.

PART E – COMMUNITY DEVELOPMENT BLOCK GRANT PROVISIONS

If through any cause either party shall fail to fulfill in a timely and proper manner the obligations under this Agreement or violate any of the covenants, agreements, or stipulations of this Agreement, one party may, without waiving any claim or recourse it may have against the other party, terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, drawings, maps, models, photographs, and reports prepared by WHI under the terms of this Agreement shall, at the option of the City, become City property without additional consideration. In the event this Agreement is terminated by either party, all related accounts shall be frozen, an accounting may be obtained as directed by the City, and the City may elect, in its sole discretion, to administer the remaining funds, consistent with DCA policy.

1. CONFLICT OF INTEREST: MEMBERS, OFFICERS, OR EMPLOYEES OF THE LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS:

No member, officer, or employee of the City, no members of the governing body of the locality or localities who exercise any functions or responsibilities with respect to the CDBG-HD program during his tenure and for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The City and WHI shall incorporate, or cause to be incorporated, in all contracts arising herefrom a provision prohibiting such conflict of interest consistent with the purpose of this section.

2. NON-DISCRIMINATION

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the performance of this Agreement.

No qualified personnel shall, on the basis of age or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under the performance of this Agreement.

3. EXECUTIVE ORDER 11246 CLAUSE

(i) WHI and the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. WHI and the City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment; upgrading, demotion, or transfer; recruitment and advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. WHI and the City agree to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(ii) WHI and the City will, in all solicitations or advertisements for employees placed by or on behalf of WHI or the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- (iii) WHI and the City will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of WHI and the City commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (iv) WHI and the City will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (v) WHI and the City will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (vi) In the event WHI or the City fails to comply with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and WHI or the City may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (vii) WHI and the City will include the provisions of this and the preceding Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. WHI and the City will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event WHI or the City become involved in, or are threatened with litigation by a subcontractor or vendor as a result of such direction by the contracting agency, WHI or the City may request the United States to enter into such litigation to protect the interests of the United States.

4. SECTION 3 COMPLIANCE IN THE PROVISION OF EMPLOYMENT AND BUSINESS OPPORTUNITIES

- (i) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

- (ii) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- (iii) WHI and the City will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Contractor or understanding if any, a notice advising said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (iv) WHI and the City will include these Section 3 clauses in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. Neither WHI nor the City will subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (v) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be conditions of the federal financial assistance provided for in conjunction with the project and shall be binding upon the applicant or recipients for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

5. NON-DISCRIMINATION CLAUSE CONCERNING HANDICAP AND AGE

WHI/the City will not discriminate on the basis of age under the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C 6101 et seq.), or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), or as otherwise prohibited by state or federal law.

6. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents must be maintained during operation of this project and for five (5) years following close out in compliance with 15 NCAC13.1 Rule 0922, Record Keeping.

The Department of Commerce, the North Carolina Department of Treasurer, the Controller, the Attorney General of North Carolina, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books,

documents, papers, and records of the administering agency which are pertinent to the execution of this Agreement for the purpose of making audits, examinations, excerpts, and transcripts.

7. LOBBYING CLAUSE

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grants, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLC, "Disclosure Form to Report Lobbying" in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

(The remainder of this page intentionally left blank.)

IN WITNESS THEREOF, the City and WHI have executed this Agreement through duly authorized representatives, all as of the date written above.

PRE-AUDIT CERTIFICATE

This Agreement 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 Financial Officer
City of Washington

WASHINGTON HOUSING NONPROFIT INC.

CITY OF WASHINGTON

By: _____ (SEAL)

By: _____ (SEAL)

Printed Name

Printed Name

Title

Title

Date

Date

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that _____ personally appeared before me this day, and being duly sworn by me, acknowledged that he/she is _____ of **Washington Housing Nonprofit Inc.**, and that by authority duly given and as the act of Washington Housing Nonprofit Inc. the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____ 2010.

Notary Public

My Commission expires: _____

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that _____ personally appeared before me this day, and being duly sworn by me acknowledged that he is _____ of the **City of Washington**, and that by authority duly given and as the act of the City the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____ 2010.

Notary Public

My Commission expires: _____



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Bianca Gentile, Special Projects
Date: October 5, 2010
Subject: Acquisition: Washington Police Department
Applicant Presentation: N/A
Staff Presentation: Bianca Gentile

RECOMMENDATION:

I move that Council authorize the submission of an application to NC Emergency Management's Pre-Disaster Mitigation Grant Program for the Acquisition of Washington Police Department.

BACKGROUND AND FINDINGS:

Attached program overview and budget includes:

- a. Application cycle
- b. Cost Sharing
- c. Open space and land use requirements
- d. Proposed budget/Benefit cost analysis

PREVIOUS LEGISLATIVE ACTION:

May 10, 2010: Permission to submit letter of intent granted

FISCAL IMPACT:

Currently Budgeted Requires Additional Appropriation No Fiscal Impact

SUPPORTING DOCUMENTS:

Updated budget and program overview

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review:  Concur _____ Recommend Denial _____ No Recommendation 10/6/10 Date

Acquisition: Washington Police Department

Pre-Disaster Mitigation Program Snapshot

Project Title: Acquisition of One Public Structure

The Pre-Disaster Mitigation (PDM) program provides funds to states, territories, Indian tribal governments, communities, and universities for hazard mitigation planning and the implementation of mitigation projects prior to a disaster event. Funding these plans and projects reduces overall risks to the population and structures, while also reducing reliance on funding from actual disaster declarations. PDM grants are to be awarded on a competitive basis and without reference to state allocations, quotas, or other formula-based allocation of funds

A. Application Cycle The PDM, FMA, RFC, and SRL application period opens on June 1, 2010. FEMA will review all grant applications that are submitted through the Electronic Grants (eGrants) system by December 3, 2010, at 3:00:00 p.m. Eastern Time. The timelines below are specific for applications received by December 3, 2010:

- Guidance Release – June 1, 2010;
- Application Period – June 1, 2010, to December 3, 2010; (NC sub grantees submit by 9.27.10)
- FEMA Eligibility and Completeness Review – December 3, 2010, to January 2011;
- National Evaluation and National Technical Review – January 2011 to March 2011; and
- Identification for Further Review – March 2011.

B. Cost Sharing Under the HMA programs, the total cost to implement approved mitigation activities is generally funded by a combination of Federal and non-Federal sources. Both the Federal and the non-Federal shares must be eligible costs used in direct support of the approved activities under this guidance and the grant award. Contributions of cash, third party in-kind services or materials, or any combination thereof, may be accepted as part of the non-Federal cost share. To meet matching requirements, the non-Federal contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

In general, HMA funds may be used to pay up to 75 percent of the eligible activity costs. The remaining 25 percent of eligible activity costs are derived from non-Federal sources. The single exceptions to the 75-percent Federal and 25-percent non-Federal share for PDM project is that small impoverished communities may be eligible for up to a 90-percent Federal cost share. For information about small impoverished communities, see Part VIII B.2

C. Open Space Land Use Requirements Subgrantees must apply specific deed restriction language to all acquired properties to ensure the property will be maintained in perpetuity as open space and consistent with natural floodplain functions, as agreed by accepting FEMA mitigation grant funding. This is done for each property by recording the open space and deed restriction. Modifications to the Model Deed Restriction language can only be made with prior approval from the FEMA Office of Chief Counsel through the appropriate FEMA Regional Office.

Allowable land uses generally may include parks for outdoor recreational activities, wetlands management, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow for evacuation), unpaved surfaces, and other uses FEMA determines compatible with the grant and deed restrictions, including more specific listings provided below.

Allowable land uses generally do not include walled buildings; flood control structures (such as levees, dikes, or floodwalls); paved surfaces; bridges; cemeteries; actions that pose health, safety, or environmental risk in the floodplain; above- or below-ground pumping stations or storage tanks; placement of fill materials; or other uses that obstruct the natural and beneficial use of the floodplain (see below for additional detail regarding land use).

The list below is a guide to open space use that addresses typical situations; however, the subgrantee and Grantee should review every situation using the regulations, open space intent, and floodplain management principles. The local floodplain administrator should review all proposed uses of acquired floodplain land. The Grantee and subgrantee, in coordination with the appropriate FEMA Regional Office, shall determine whether a proposed use is allowable and consistent with the deed restrictions, grant agreement, this guidance, and floodplain management requirements.

Allowable uses include:

- Vegetative site stabilization, natural dune restoration, agricultural cultivation, and grazing;
- Public picnic shelters, pavilions, and gazebos, with associated foundations, provided that the structure does not contain walls;
- Public restrooms;
- Small-scale recreational courts, ball fields, golf courses, and bike and walking paths;
- Campgrounds, if adequate warning will be provided to allow for evacuation;
- Installation of signs when designed not to trap debris;
- Unimproved, unpaved parking areas consistent with open space uses;
- Unpaved access roads, driveways, and camping pads limited to those necessary to serve the acceptable uses on acquired property. Existing paved roads can be reused for these purposes;
- Small boat ramps, docks, and piers to serve a public recreational use;
- Drainage facilities intended to service onsite needs;
- Construction activities, excavation, and other minor water control structures necessary to create areas for water detention/retention including wetlands restoration or restoration of natural floodplain floodwater storage functions;
- Sewer, water, and power to serve the allowable uses. Sewer, water, and power line crossings, where there is no floodwater obstruction created and there are no other readily available locations for these systems; and
- Simple structures used exclusively for agricultural purposes in connection with the production, harvesting, storage, drying, or raising of certain agricultural commodities, to include livestock, such as a pole-frame building (any such structure cannot be of a nature that would make it eligible for insurance under the NFIP), and steel grain bins and steel-frame corn cribs.

Allowable land uses for property located within CBRS units (Coastal Barrier Resources System) or OPAs (Otherwise Protected Areas) are limited to the following:

- Vegetative site stabilization for the management, protection, and enhancement of fish, wildlife, plants, and their habitats;
- Bike and walking paths that are consistent with the conservation purposes of the acquisition; □ Installation of signs when designed not to trap debris;
- Unpaved access roads and driveways limited to those necessary to serve the conservation purposes of the acquisition. Existing paved roads can be reused for these purposes. All roads must be on natural grade;
- Small boat ramps, docks, and piers to serve a use related to the study, management, protection, and enhancement of fish, wildlife, plants, and their habitats; and
- Minor construction activities, excavation, and other water control structures necessary for wetlands restoration or restoration of natural floodplain floodwater storage functions.

Uses generally not allowed on acquired open space land:

- The construction of flood damage reduction levees, dikes, berms, or floodwalls;
- Walled buildings or manufactured homes, except public restrooms. Reuse of pre-existing structures is not allowed, unless all walls are removed;
- Fences and all other obstructions in the floodway. Fences outside of the floodway must be designed to minimize the trapping of debris;
- Storage of inventory supporting a commercial operation or governmental facility, including wheeled vehicles or movable equipment;
- Cemeteries, landfills, storage of any hazardous or toxic materials, or other uses that are considered environmentally contaminating, dangerous, or a safety hazard;
- Pumping and switching stations;

- Above- or below-ground storage tanks;
- Paved roads, highways, bridges, and paved parking areas. Paved parking areas include asphalt, concrete, oil-treated soil, or other material that inhibits floodplain functions;
- Placement of fill, except where necessary to avoid affecting onsite archeological resources;
- Installation of septic systems or reuse of pre-existing septic systems, except to service a permissible restroom;
- For projects within CBRS Units and OPAs: any use FEMA determines is inconsistent with the allowable land uses identified above; and
- Any uses determined by the Grantee and/or FEMA as inconsistent with the regulations, this guidance, or deed restrictions.

Reuse of existing paved surfaces for recreational uses on the acquired property consistent with allowable uses is generally acceptable; however, paved surfaces beyond those directly required for such uses should be removed. Communities shall use unpaved surfaces allowing for natural floodplain functions, where feasible, for allowable uses such as trails. Examples of unpaved surfaces include grass, hard-packed earth, and graded gravel. Communities may creatively salvage pre-existing structures on the acquired property. In some cases, the complete demolition of a structure may not be necessary; it may be possible to convert a closed-in structure with walls, such as a house, into an open picnic pavilion with a concrete slab floor and posts supporting the roof.

D. Proposed Budget/Benefit Cost Analysis

Owner Total	Project Management	Demo Total	Total Soft Costs (Formula)	Property Total
\$1,025,308	\$56,289	\$96,996	\$3,475	\$1,182,068

Project total	\$ 1,182,068
Cost share (25%)	(\$ 295,517)
Total grant	\$ 886,551
Expenses (Demo/soft costs)	(\$ 100,471)
Project net/benefit to PD Construction project	\$ 786,080



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council *PJM*
From: Philip Mobley, Director Parks and Recreation
Date: October 11, 2010
Subject: Approve and Authorize Director to execute Waterfront Docking Agreement for East Carolina University
Applicant Presentation: None
Staff Presentation:

RECOMMENDATION:

1. I move City Council Approves and Authorizes the Director of Parks and Recreation or his designee to execute the Waterfront Docking Agreement for East Carolina University.

BACKGROUND AND FINDINGS:

East Carolina University approached the City to dock the R/V Riggs, a 36' research vessel at the docks south of the NC Estuarium.

On June 14, 2010 City Council approved Tom Stroud, NC Estuarium to sign the Authorized Agent Consent Agreement with CAMA which will allowed the NC Estuarium to apply for the General CAMA Permit on behalf of the City of Washington to drive pilings to accommodate the R/V Riggs.

On September 1, 2010 East Carolina University sent a signed "generic" Waterfront Docking Agreement. The agreement included some incomplete information.

Since that time Staff and the City Attorney have been working with East Carolina University on the Waterfront Docking Agreement for East Carolina University.

PREVIOUS LEGISLATIVE ACTION

June 14 – Council approved Tom Stroud to sign the Authorized Agent Consent Agreement with CAMA

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Proposed Waterfront Docking Agreement for East Carolina University

City Attorney Review: _____ Date By: _____ (if applicable)
 Finance Dept Review: _____ Date By: _____ (if applicable)
 City Manager Review: *JPM* Concur October 11, 2010 Recommendation Denial _____ No Recommendation 10/11/10
 Page 144 of 185

**NORTH CAROLINA
BEAUFORT COUNTY**

WATERFRONT DOCKING AGREEMENT

THIS AGREEMENT, is made and entered into as of the 15th day of August, 2010, by and between the City of Washington, North Carolina (hereinafter may be referred to as "Waterfront Docks") and East Carolina University (hereinafter referred to as "Boat Owner"). For and in consideration of \$1.00, the mutual covenants contained herein as well as valuable consideration paid and to be paid, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, 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 East Estuarium Dock (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: R/V Stanley R. Riggs Make: Munson Model: Research Vessel Year: 2010

Registration/Documentation #: 1229695 Length: 34' 10" Beam: 13' Draft: 3'

Owner's Address: East Carolina University, Diving and Water Safety, Building 43, Room 131, Greenville, NC 27858

Owner's Social Security No.: N/A Work Phone: 252-328-4041 Home Phone: N/A Emergency Phone: 252-916-9595

Insurer: State of North Carolina Policy #: N/A – Self-Insured

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.** In recognition of the obvious and immeasurable benefits to the City of Washington, its citizens, and the public at large that will result from the location of a water-related research vessel on the City of Washington waterfront by an institution of higher learning, rental in the amount of \$260.00 per month shall be waived and East Carolina University shall be entitled to utilize the license granted herein beginning the 15th day of August, 2010 and ending on the 14th day of August, 2011. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days notice to the other party.

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 earlier 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 earlier 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 earlier 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.

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 Rules and Regulations for Washington Waterfront Docking (hereinafter referred to as “Rules”) and to hold Waterfront Docks, its representatives, agents, or contractors harmless for any loss or damage to the Boat as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.

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

a. Notwithstanding the foregoing or anything contained in the attached Rules to the contrary, Waterfront Docks hereby authorizes Boat Owner to utilize said Slip to berth and operate the Boat as a water-related research vessel and perform such activities as are customary therewith. Waterfront Docks hereby authorizes Boat Owner to utilize the adjacent common areas or other waterfront docking facilities, in conjunction with said research vessel boat operation, for loading and unloading, but only after specific permission for all such utilization from Waterfront Docks. Boat Owner shall coordinate all boat operations with Waterfront Docks. 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, fueling, repair and maintenance purposes and only after receiving prior permission from Waterfront Docks. In no event shall Boat Owner allow or authorize more than two (2) motor vehicles access beyond Water Street at the same time. In no event shall Boat Owner allow or authorize a motor vehicle to be left unattended beyond Water Street. Boat Owner shall perform all such operations and activities associated with its research operations in such a manner that such operations and 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 and Boat Owner may not refuel any other boat 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 or transfers 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 \$1 million per occurrence and \$1 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 \$1 million.
- d. Collision and tower’s liability insurance in a coverage amount of not less than \$1 million.
- e. Pollution insurance in a coverage amount of not less than \$1 million.
- f. At the option of Boat Owner, the above limits may be less than stated herein so long as Boat Owner obtains and maintains an

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

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

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

13. **UTILITIES.** The provision of utilities, including water, sewer, and electricity, and associated on-site services, shall be covered under a separate agreement between East Carolina University and the Partnership for the Sounds, Inc.

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 or location only upon thirty (30) days written notice. In which case, said written notice shall serve as an amendment hereto, but only as to the slip or location 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 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 slip or location to which the Boat is permanently reassigned or temporarily relocated as provided for hereinabove.

15. **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.

16. **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 Slip (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. In the event the same is relocated, the foregoing shall continue to be applicable to said easement as relocated and Boat Owner shall abide by the foregoing as it relates to the easement as relocated as well as any additional condition of said easement.

17. **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.

18. **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.

October 11, 2010

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19. **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.

20. **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.

21. **INDEMNIFICATION.** Boat Owner does for itself, its officials, agents, successors, representatives, assigns, customers, students, clients, 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 operations as well as activities 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, students, clients, 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 operations as well as activities or this Agreement.

22. **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 operations as well as activities contemplated hereby. 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.

23. **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.

24. **REPORTING REQUIREMENTS.** Boat Owner shall keep or cause to be kept complete records of its operations and activities 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.

25. **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.

26. **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 duly executed this Agreement this the day and year first above written.

BOAT OWNER

CITY OF WASHINGTON

By: _____ (SEAL) By: _____ (SEAL)
Steven H. Sellers
East Carolina University
Diving and Water Safety
Title: _____

By: _____ (SEAL)
Bobby G. Griffin
East Carolina University
Assistant Director of Contracts

- 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-boards are not permitted except in the case of transient vessels.
 23. If the owner of a vessel tied to the Waterfront cannot be determined or if the owner refuses to sign a registration form, transient dockage fees will immediately and automatically be applied and shall be assessed in the event the owner is identified. Non-payment of such fees within 90 days will cause the vessel to be declared "abandoned".

City Council Adopted – 3/9/2009

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

City Council Adopted – 3/9/2009



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: September 30, 2010
Subject: Approval of an RFP for preparation of a Comprehensive Plan and authorization to proceed with a competitive procurement process.

Applicant Presentation: N/A
Staff Presentation: John Rodman, Planning and Development

RECOMMENDATION:

Staff is requesting City Council approve the attached Request for Proposals (RFP) and authorize the Planning and Development Department to proceed with a competitive procurement process for the preparation of a Comprehensive Plan for the City of Washington.

BACKGROUND AND FINDINGS:

The attached Request for Proposals is the first step in securing a qualified consulting firm to assist in preparation of a Comprehensive plan. The RFP requires specific information on the preparation a Comprehensive Plan including, but not limited to, capabilities of the firm, timing, knowledge of the area, and costs.

It is intended by staff to distribute the RFP as soon as possible following Council approval. After receiving and reviewing the proposals, staff will return to Council with a recommendation on which firm to select.

PREVIOUS LEGISLATIVE ACTION

Planning Board recommendation for approval – September 28, 2010

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Requests for Proposals

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____

Concur _____
 10/6/10
 Page 15 of 185



City of Washington

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

Planning Department
252-975-9383

September 1, 2010

Dear Professional Planning Consultant:

The City of Washington, North Carolina, is requesting proposals for preparation of an update to its Comprehensive Land Use Plan. A detailed list of the proposal requirements is enclosed. Eight (8) copies of the proposals developed in response to this request should be submitted to:

Glen Moore, Planning Administrator
City of Washington Planning Department
PO Box 1988
Washington, NC 27889

Copies should be received no later than 5:00pm on Friday, October 1, 2010. Any proposals received after this closing date will not be considered.

Questions regarding this request should be directed to the City of Washington Planning Department at 252-975-9383.

Sincerely,

Glen Moore
Planning Administrator

Enclosure



REQUEST FOR PROPOSALS

**COMPREHENSIVE LAND USE PLAN
UPDATE**

For City of Washington, North Carolina

Proposal Deadline: October 1, 2010, 5pm

**REQUEST FOR PROPOSALS
CITY OF WASHINGTON
COMPREHENSIVE LAND USE PLAN UPDATE**

1. INTRODUCTION

The City of Washington, North Carolina, is requesting proposals for planning services in the preparation of a comprehensive land use plan update for its planning jurisdiction (see attached map).

The City of Washington is located in Beaufort County at the intersection of US 17 and US 264, approximately 125 miles east of Raleigh and 20 miles east of Greenville. The City is located at the junction of the Tar and Pamlico rivers, which is the gateway to the second largest estuary on the East Coast, the Pamlico-Albemarle sounds.

Washington currently has approximately 10,000 residents. Because of the City's mild climate, waterfront, historic setting and location near a major university and medical center (East Carolina University and School of Medicine), the area is growing in popularity as a good retirement location. Washington has also become a popular destination for recreational boaters as it is 25 nautical miles from the Intracoastal Waterway.

2. BACKGROUND INFORMATION

Washington is home to one of the largest commercial and residential historic districts in North Carolina featuring Victorian era homes and commercial buildings. The City is also home to the North Carolina Estuarium, the state's only environmental education center devoted exclusively to interpreting the ecology and science of estuaries.

Washington's rich history also adds to the character of the community. In its infancy, Washington was a regional shipping center because of its strategic location at the junction of inland and coastal rivers. This shipping heritage is evident in some waterfront commercial buildings from that era. The architecture in the large residential and commercial Historical District also captures later phases of Washington's history and development.

Recent renovations to the downtown harbor district provide a strong connection between Washington's scenic waterfront and its quaint Historical District as the city and the community chart a course for a prosperous future.

The City of Washington adopted its first Comprehensive Land Use Plan in 2006. This plan established long-range growth and development policies for the City's planning jurisdiction. Copies of the adopted 2006 Comprehensive Land Use Plan and other existing land development regulations may be obtained from the City of Washington Planning Department (252-975-9383).

3. DESCRIPTION OF PROJECT

To update the 2006 Comprehensive Land Use Plan, the development and adoption process is as follows:

- The consultant will work directly with the City of Washington Planning Board to develop the Comprehensive Land Use Plan.
- The City of Washington Planning Staff will provide support for the project and provide current data and information for use in the plan development.
- The review and approval process for the project includes a recommendation from the City of Washington Planning Board to the Washington City Council. The City Council will have final approval authority.

4. SCOPE OF SERVICES REQUIRED OF THE CONSULTANT

The minimum services being sought of the consultant selected for this project will include:

1. Review and assessment of the existing plans affecting the City's planning jurisdiction with appropriate staff members from the City and service providers;
2. Coordinate water, waste water, transportation, recreation and public facilities within the Land Use Plan;
3. Review and assessment of current CAMA Core Land Use Plan and regulations impacting land use;
4. Review and assessment of the existing land development and land use regulations for the City;
5. Examination and inventory of existing and proposed land uses, infrastructure, etc. for development of a 20-year horizon land use plan and map with supporting text;
6. Solicitation of citizen involvement throughout planning process;
7. Presentation of plan and ordinance at meetings, workshops, and hearings;
8. Recommendations of the best approach for managing and maintaining the plan;
9. Prioritization and scheduling of goals/work elements (e.g., short, mid and long range).

5. END PRODUCT

The Comprehensive Land Use Plan Update is to be presented in a format and language that is easily understood by the general public. The extensive use of graphics, maps and other devices that will enhance the readability and "ease-of-use" of the plan and ordinance is required.

Immediately following adoption of the plan, the City of Washington Planning Department shall receive a hard copy of the final document. In addition, all sections of the ordinance, including any graphic files, are to be provided in the appropriate digital format. The City of Washington shall retain ownership of all data generated.

6. PROJECT BUDGET/COMPENSATION

The work will be performed on a fixed price basis plus copying/reproduction costs. The number of copies and specific payment program will be determined during final contract negotiations and will be based upon major milestones and/or identified tasks and subtasks.

7. TIME FRAME

The targeted completion date of the Comprehensive Land Use Plan Update is 12 months following contract award.

8. SUBMITTAL REQUIREMENT

In order to be considered, eight (8) copies of the proposal must be received by the City of Washington Planning Department **on or before Friday, October 1, 2010 by 5:00pm**. All proposals must be in a sealed envelope marked: **RFP – THE CITY OF WASHINGTON COMPREHENSIVE LAND USE PLAN UPDATE**.

Each proposal is limited to twenty-five (25) pages and shall contain the following information in the order listed:

1. A proposed work program detailing the phases and subtasks of the project based upon the scope of work in this request.
2. A detailed time line for the completion of the project, showing timing for each phase and subtask identified in 1., above.
3. A detailed organizational chart and management approach, including descriptions of the use of any subcontractors.
4. A brief description of the proposed planning team, identifying each key member, their respective responsibilities, and the anticipated percentage of their time to be allocated to this project by task.
5. A description of the proposed final format for the Comprehensive Land Use Plan Update.
6. A list of at least five (5) professional references, including addresses and telephone numbers.

A budget proposal based upon the scope of work in this request shall also be provided. If additional ideas beyond those outlined are incorporated in the proposal, the estimated budget shall list those items separately. The budget proposal is to list: cost for each phase of the project, including person-hours by specific consultant; cost for hard copy; and supplemental charges.

Finally, a separate, sample land use plan recently prepared by the primary consultant shall also be included in the submittal (this will not count toward the page limit identified above).

9. COPYRIGHT RELEASE

Those firms responding to this RFP shall supply a copyright release in order for the City of Washington to make copies of any copyrighted materials submitted.

10. SELECTION PROCESS

The City of Washington Planning Department staff will review all submitted proposals to determine those firms that will be granted an interview. Several criteria will be closely evaluated including, but not limited to the following: technical approach to the project, qualifications of key personnel, project management capabilities, citizen participation, previous performance with similar projects, and cost.

Following the interviews, staff will attempt to negotiate an agreement with the top ranked firm. If no agreement can be reached with the top ranked firm, that firm shall be dismissed and staff shall proceed with discussions with the second ranked firm. This process may be repeated as many times as necessary until an agreement can be negotiated that is satisfactory to both parties.

The City of Washington reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of the suitability of the proposed services for its intended use, and further specifically reserves the right to make the award in the best interests of the City.

11. MAILING ADDRESS AND CONTACT INFORMATION

Individuals responding to this solicitation should mail proposals and direct all inquiries regarding this specific project to:

Glen Moore, Planning Administrator
The City of Washington Planning Department
PO Box 1988
Washington, NC 27889

Phone: (252) 975-9317



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Robbie Rose, Fire Chief
Date: October 6, 2010
Subject: Designation of Applicant's Agent Approval
Applicant Presentation: Robbie Rose, Fire Chief
Staff Presentation:

RECOMMENDATION:

I move that the City Council approve, and authorize the Mayor to execute the attached Resolution - Designation of Applicant's Agent form from the NC Division of Emergency Management designating Robbie Rose – Primary Agent, and Matt Rauschenbach – Secondary Agent for the City of Washington to act on behalf of the City of Washington to execute and file applications for federal and/or state assistance for the purpose of obtaining state and federal assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act.

BACKGROUND AND FINDINGS:

Approval of State and Federal funding will be pending approval and federal declaration of disaster as a result of flooding damage from the storm event on September 30th, 2010.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached Resolution Document

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

**RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management**

Organization Name (hereafter named Organization) City of Washington	Disaster Number:
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Applicant's Fiscal Year (FY) Start Month: July Day: 1st	
Applicant's Federal Employer's Identification Number 56-600-1364	
Applicant's Federal Information Processing Standards (FIPS) Number	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Robbie Rose	Agent's Name Matt Rauschenbach
Organization City of Washington	Organization City of Washington
Official Position Fire Chief	Official Position Chief Financial Officer
Mailing Address 410 N. Market St.	Mailing Address P.O. Box 1988
City, State, Zip Washington, NC 27889	City, State, Zip Washington, NC 27889
Daytime Telephone (252) 948-9400	Daytime Telephone (252) 975-9312
Facsimile Number (252) 975-6048	Facsimile Number (252) 946-1965
Pager or Cellular Number (252) 943-9466	Pager or Cellular Number (252) 945-4050

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name
Name and Title	Official Position
Name and Title	Daytime Telephone

CERTIFICATION

I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20__.

Date: _____ Signature: _____

Rev. 06/02

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

October 11, 2010

Page 160 of 185



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: G.M. Reed, Chief of Police
Date: September 30, 2010
Subject: To accept Operational Agreements with the Beaufort County Board of Education to provide School Resource Officers (SRO) for Washington High School and P.S. Jones Middle School for the school year 2010-2011.

RECOMMENDATION:

The Beaufort County Board of Education has agreed to fund a School Resource Officer (SRO) at the Washington High School in the amount of \$37,838 and at P.S. Middle School in the amount of \$37,838.

BACKGROUND AND FINDINGS:

An Operational Agreement has been completed since FY 1997-1998.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Operational Agreements, 2010-2011.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *[Signature]* Concur _____ Recommend Denial _____ No Recommendation
10/11/10 Date

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2010 through June 30, 2011, when it shall terminate, by and between the BEAUFORT COUNTY BOARD OF EDUCATION, hereinafter referred to as "BOARD", and the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

WITNESSETH:

WHEREAS, the BOARD is concerned about the increasing violence in the community and desires to secure a law enforcement officer for assignment to Washington High School as a designated Resource Officer; and

WHEREAS, it is anticipated that a Resource Officer will be an armed law enforcement officer selected by the LAW ENFORCEMENT AGENCY, through its designated personnel; and

WHEREAS, it is anticipated that any selected Resource Officer will perform his or her duties under the direct supervision of the head of such LAW ENFORCEMENT AGENCY, and with day to day supervision by the Principal of the high school to which the Resource Officer is assigned; and

WHEREAS, the BOARD and LAW ENFORCEMENT AGENCY desire to set forth in writing their agreements with respect to the hiring, training, and supervision of each such Resource Officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, BOARD and LAW ENFORCEMENT AGENCY do hereby agree each with the other as follows:

1.0 Administration and Control

- 1.1 The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision and control is expressly delegated under the terms and conditions of the Agreement.
- 1.2 The LAW ENFORCEMENT AGENCY shall take the lead in the hiring process with the Principal or his designee serving as a member of the interview team.
- 1.3 A Resource Officer shall be a certified officer.

- 1.4 While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the Resource Officer normally possesses. While on duty at a school location, the Resource Officer shall respond to the day-to-day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the LAW ENFORCEMENT AGENCY. Resource Officer shall, for personnel and administrative purposes, remain under control of the LAW ENFORCEMENT AGENCY, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverages provided by the LAW ENFORCEMENT AGENCY.
- 1.5 LAW ENFORCEMENT AGENCY shall not utilize a Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.
- 1.6 Throughout the term of this Operational Agreement, BOARD shall pay the LAW ENFORCEMENT AGENCY in quarterly payments in the amount of \$9,459.50 salary, benefits, and uniforms) due and payable on the first day of the month, in the second month of each quarter, for the Resource Officer assigned to work in the Beaufort County Schools.

2.0 Basic Qualifications of Resource Officer. To be a Resource Officer, an officer must first meet all the following basic qualifications:

- 2.1 Should have three (3) years of law enforcement experience;
- 2.2 Prefer experience in working with youth;
- 2.3 Shall possess a sufficient knowledge of the applicable Federal and State Laws, including the Juvenile Code of North Carolina, County Ordinances, and Board of Education Policies and Administrative Regulations;
- 2.4 Shall be capable of conducting in-depth criminal investigations;
- 2.5 Shall possess even temperament and set a good example for school students; and
- 2.6 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

3.0 Duties of Resource Officer

- 3.1 To provide law enforcement services to the School System at assigned school locations in accordance with the terms of this Agreement;
- 3.2 To counsel school students in special situations, such as when a student is suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;
- 3.3 To answer questions that students may have about North Carolina criminal or juvenile law, and to make classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;
- 3.4 To assist other law enforcement officers with outside investigations concerning students attending the school to which Resource Officer is assigned;

- 3.5 To work (10 months) on the school calendar schedule of the Beaufort County Schools as duly adopted each year;
- 3.6 To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session; and
- 3.7 To coordinate traffic and security at all athletic events and social functions on school premises for the school to which the Resource Officer is assigned.
- 3.8 Resource Officer has the right and obligation to decline to participate in an activity/event that would violate LAW ENFORCEMENT AGENCY or state procedures.

4.0 Chain of Command

- 4.1 Resource Officers who are employees of the LAW ENFORCEMENT AGENCY shall follow the chain of command as set forth in the LAW ENFORCEMENT AGENCY Standard Operating Procedures Manual.

5.0 Duty Hours

- 5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the school to which the officer is assigned. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.
- 5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at the assigned school with a schedule worked out jointly with Resource Officer and Principal of the school throughout the year (10 months), or for a minimum of seven and one-half (7 1/2) hours per day on average, or a minimum of forty (40) hours each week on average, in the event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school related crimes.

6.0 Training /Briefing

- 6.1 Resource Officer shall attend training and briefing sessions as required by the LAW ENFORCEMENT AGENCY. Coordination of meetings between school personnel, the Resource Officer and Commanding Officers in the LAW ENFORCEMENT AGENCY may be scheduled as required or needed for the exchange of information and coordination of efforts.
- 6.2 Resource Officer shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the LAW ENFORCEMENT AGENCY. The BOARD may provide training in Board of Education policies, regulations and procedures.

7.0 Uniforms, Equipment and Weapons

- 7.1 Resource Officer shall be required to wear LAW ENFORCEMENT AGENCY issued uniforms, and to use LAW ENFORCEMENT AGENCY equipment and weapons, which shall be the responsibility of the LAW ENFORCEMENT AGENCY to provide.
- 7.2 BOARD shall provide Resource Officer with the following:
- a. Access to an air-conditioned and properly lighted office, which shall contain a telephone, which may be used for general business purposes;
 - b. A location for files and records, which can be properly locked and secured;
 - c. A desk with drawers, a chair, worktable, a filing cabinet and office supplies;
 - d. Reasonable access to a typewriter and/or secretarial assistance; and
 - e. A radio or walkie-talkie (school based) or pager for the Resource Officer as to avoid using the radio frequency of the LAW ENFORCEMENT AGENCY.

8.0 Transporting Students

- 8.1 Resource Officer shall not transport students in their vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist, except that Resource Officer shall transport students being sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety of other students and school personnel.
- 8.2 Resource Officer shall not transport students in their personal vehicles. If the Resource Officer does not have a LAW ENFORCEMENT AGENCY or BOARD vehicle, then a patrol unit shall be dispatched by the LAW ENFORCEMENT AGENCY to assist the officer.
- 8.3 Resource Officer shall notify the school Principal or the Principal's designee before removing a student from campus.

9.0 **Interview and Arrest Procedure.** Resource Officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of the State of North Carolina when dealing with juveniles.

10.0 **Cooperative Understanding.** The attached Cooperative Understanding between the BOARD and LAW ENFORCEMENT AGENCY is attached hereto and incorporated herein by reference.

11.0 **Evaluation.** It is mutually agreed that the Principal/Resource Officer's supervisor shall evaluate annually the Resource Officer Program and the performance of each Resource Officer on forms developed jointly by the parties. It is further understood that the evaluation of each officer is advisory only and that the LAW ENFORCEMENT AGENCY retains the final authority to evaluate.

IN WITNESS WHEREOF, the BOARD has caused this Operational Agreement to be signed by its Superintendent/Secretary and the LAW ENFORCEMENT AGENCY has caused this Operational Agreement to be signed by its Police Chief, by order or other proper authority of the respective governing board duly given as of the day and year first written above.

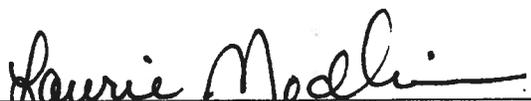
PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to N.C.G.S. § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

Matt Rauschenbach, Chief Financial Officer
City of Washington

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

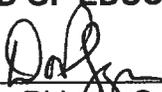


Laurie Modlin, School Finance Officer
Beaufort County Board of Education

CITY OF WASHINGTON

By: _____ (SEAL)
G. Mitchell Reed, Police Chief

**BEAUFORT COUNTY
BOARD OF EDUCATION**

By:  _____ (SEAL)
Don Phipps, Superintendent/Secretary

Date

9-17-10

Date

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Don Phipps personally appeared before me this day; and being duly sworn by me, acknowledged that he is Superintendent/Secretary of the Beaufort County Board of Education, and that by authority duly given and as the act of the Board the foregoing instrument was signed by him.

Witness my hand and notary seal this 17th day of Sept. 2010.

Linda K Mizell
Notary Public

My Commission expires: 3-18-2013



**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that G. Mitchell Reed personally appeared before me this day, and being duly sworn by me acknowledged that he is the Police Chief of the City of Washington, and that by authority duly given and as the act of the City the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____ 2010.

Notary Public

My Commission expires: _____

Cooperative Understanding (Resource Officer)

General Statement of Duties

Within the lawful jurisdiction of the Washington City Police Department, a sworn Washington City Police Officer must at all times take appropriate action to: protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all state, local and federal laws in matters over which the Washington City Police Department has jurisdiction.

Distinguishing Features of the Class

An employee in this class performs a variety of law enforcement duties for the school system. Work is derived from the requirement to protect life and property, to conduct initial investigations of crimes committed at the schools, to patrol in an official vehicle to deter crimes, and to apprehend violators or suspects. Duties may include serving criminal court papers such as warrants and subpoenas; testifying in court; and filing necessary papers with the judicial system. The employee is subject to the usual hazards of law enforcement. Considerable tact, firmness and courtesy are required in serving the public. The employee is expected to exercise alertness and independent judgment in dealing with unusual situations. Work is performed in accordance with established policies and procedures and is supervised by the head of the supervising LAW ENFORCEMENT AGENCY through conference, review of records and reports, and effectiveness of assigned duties.

Illustrative examples of work

- Patrols the school sites to detect and deter crime
- Responds to school personnel calls for law enforcement assistance
- Conducts preliminary investigation of crimes and complaints
- Makes arrests and transports violators
- Testifies in court concerning enforcement and investigative activities
- Maintains records of patrol and investigative activities
- Participates in surveillance and stake-out duties; assists as permitted by law with searches
- Cooperates with other law enforcement officers of other governmental units in conducting investigations and making arrests
- Answers and checks on alarms and security systems
- Performs related duties as required

Knowledge, Skills and Abilities

- Working knowledge of the operations, functions, procedures and legal processes of law enforcement
- Working knowledge of federal, state and county laws relative to civil and criminal processes and Juvenile Code of North Carolina

- Working knowledge of the operation of two-way radio equipment and related FCC regulations
- Working knowledge of the geographical layout of the school sites as to locations of roads, important buildings and other landmarks
- Skill in the use of firearms and other law enforcement equipment
- Ability to exercise sound judgment in emergency and routing situations and to adopt quick, effective and reasonable courses of action

North Carolina
Beaufort County

Washington High

School

2010-2011

Year

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2010 through June 30, 2011, when it shall terminate, by and between the BEAUFORT COUNTY BOARD OF EDUCATION, hereinafter referred to as "BOARD", and the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

WITNESSETH:

WHEREAS, the BOARD is concerned about the increasing violence in the community and desires to secure a law enforcement officer for assignment to Washington High School as a designated Resource Officer; and

WHEREAS, it is anticipated that a Resource Officer will be an armed law enforcement officer selected by the LAW ENFORCEMENT AGENCY, through its designated personnel; and

WHEREAS, it is anticipated that any selected Resource Officer will perform his or her duties under the direct supervision of the head of such LAW ENFORCEMENT AGENCY, and with day to day supervision by the Principal of the high school to which the Resource Officer is assigned; and

WHEREAS, the BOARD and LAW ENFORCEMENT AGENCY desire to set forth in writing their agreements with respect to the hiring, training, and supervision of each such Resource Officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, BOARD and LAW ENFORCEMENT AGENCY do hereby agree each with the other as follows:

1.0 Administration and Control

- 1.1 The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision and control is expressly delegated under the terms and conditions of the Agreement.
- 1.2 The LAW ENFORCEMENT AGENCY shall take the lead in the hiring process with the Principal or his designee serving as a member of the interview team.
- 1.3 A Resource Officer shall be a certified officer.

- 1.4 While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the Resource Officer normally possesses. While on duty at a school location, the Resource Officer shall respond to the day-to-day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the LAW ENFORCEMENT AGENCY. Resource Officer shall, for personnel and administrative purposes, remain under control of the LAW ENFORCEMENT AGENCY, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverages provided by the LAW ENFORCEMENT AGENCY.
- 1.5 LAW ENFORCEMENT AGENCY shall not utilize a Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.
- 1.6 Throughout the term of this Operational Agreement, BOARD shall pay the LAW ENFORCEMENT AGENCY in quarterly payments in the amount of \$9,459.50 salary, benefits, and uniforms) due and payable on the first day of the month, in the second month of each quarter, for the Resource Officer assigned to work in the Beaufort County Schools.

2.0 Basic Qualifications of Resource Officer. To be a Resource Officer, an officer must first meet all the following basic qualifications:

- 2.1 Should have three (3) years of law enforcement experience;
- 2.2 Prefer experience in working with youth;
- 2.3 Shall possess a sufficient knowledge of the applicable Federal and State Laws, including the Juvenile Code of North Carolina, County Ordinances, and Board of Education Policies and Administrative Regulations;
- 2.4 Shall be capable of conducting in-depth criminal investigations;
- 2.5 Shall possess even temperament and set a good example for school students; and
- 2.6 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

3.0 Duties of Resource Officer

- 3.1 To provide law enforcement services to the School System at assigned school locations in accordance with the terms of this Agreement;
- 3.2 To counsel school students in special situations, such as when a student is suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;
- 3.3 To answer questions that students may have about North Carolina criminal or juvenile law, and to make classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;
- 3.4 To assist other law enforcement officers with outside investigations concerning students attending the school to which Resource Officer is assigned;

- 3.5 To work (10 months) on the school calendar schedule of the Beaufort County Schools as duly adopted each year;
- 3.6 To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session; and
- 3.7 To coordinate traffic and security at all athletic events and social functions on school premises for the school to which the Resource Officer is assigned.
- 3.8 Resource Officer has the right and obligation to decline to participate in an activity/event that would violate LAW ENFORCEMENT AGENCY or state procedures.

4.0 Chain of Command

- 4.1 Resource Officers who are employees of the LAW ENFORCEMENT AGENCY shall follow the chain of command as set forth in the LAW ENFORCEMENT AGENCY Standard Operating Procedures Manual.

5.0 Duty Hours

- 5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the school to which the officer is assigned. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.
- 5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at the assigned school with a schedule worked out jointly with Resource Officer and Principal of the school throughout the year (10 months), or for a minimum of seven and one-half (7 1/2) hours per day on average, or a minimum of forty (40) hours each week on average, in the event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school related crimes.

6.0 Training /Briefing

- 6.1 Resource Officer shall attend training and briefing sessions as required by the LAW ENFORCEMENT AGENCY. Coordination of meetings between school personnel, the Resource Officer and Commanding Officers in the LAW ENFORCEMENT AGENCY may be scheduled as required or needed for the exchange of information and coordination of efforts.
- 6.2 Resource Officer shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the LAW ENFORCEMENT AGENCY. The BOARD may provide training in Board of Education policies, regulations and procedures.

7.0 Uniforms, Equipment and Weapons

- 7.1 Resource Officer shall be required to wear LAW ENFORCEMENT AGENCY issued uniforms, and to use LAW ENFORCEMENT AGENCY equipment and weapons, which shall be the responsibility of the LAW ENFORCEMENT AGENCY to provide.
- 7.2 BOARD shall provide Resource Officer with the following:
- a. Access to an air-conditioned and properly lighted office, which shall contain a telephone, which may be used for general business purposes;
 - b. A location for files and records, which can be properly locked and secured;
 - c. A desk with drawers, a chair, worktable, a filing cabinet and office supplies;
 - d. Reasonable access to a typewriter and/or secretarial assistance; and
 - e. A radio or walkie-talkie (school based) or pager for the Resource Officer as to avoid using the radio frequency of the LAW ENFORCEMENT AGENCY.

8.0 Transporting Students

- 8.1 Resource Officer shall not transport students in their vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist, except that Resource Officer shall transport students being sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety of other students and school personnel.
- 8.2 Resource Officer shall not transport students in their personal vehicles. If the Resource Officer does not have a LAW ENFORCEMENT AGENCY or BOARD vehicle, then a patrol unit shall be dispatched by the LAW ENFORCEMENT AGENCY to assist the officer.
- 8.3 Resource Officer shall notify the school Principal or the Principal's designee before removing a student from campus.

9.0 **Interview and Arrest Procedure.** Resource Officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of the State of North Carolina when dealing with juveniles.

10.0 **Cooperative Understanding.** The attached Cooperative Understanding between the BOARD and LAW ENFORCEMENT AGENCY is attached hereto and incorporated herein by reference.

11.0 **Evaluation.** It is mutually agreed that the Principal/Resource Officer's supervisor shall evaluate annually the Resource Officer Program and the performance of each Resource Officer on forms developed jointly by the parties. It is further understood that the evaluation of each officer is advisory only and that the LAW ENFORCEMENT AGENCY retains the final authority to evaluate.

IN WITNESS WHEREOF, the BOARD has caused this Operational Agreement to be signed by its Superintendent/Secretary and the LAW ENFORCEMENT AGENCY has caused this Operational Agreement to be signed by its Police Chief, by order or other proper authority of the respective governing board duly given as of the day and year first written above.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to N.C.G.S. § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

Matt Rauschenbach, Chief Financial Officer
City of Washington

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited in the manner required by the School Budget and Fiscal Control Act.



Laurie Modlin, School Finance Officer
Beaufort County Board of Education

CITY OF WASHINGTON

By: _____ (SEAL)
G. Mitchell Reed, Police Chief

**BEAUFORT COUNTY
BOARD OF EDUCATION**

By:  _____ (SEAL)
Don Phipps, Superintendent/Secretary

Date

9-17-10

Date

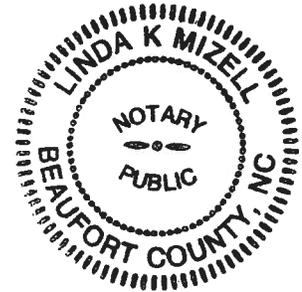
**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Don Phipps personally appeared before me this day, and being duly sworn by me, acknowledged that he is Superintendent/Secretary of the Beaufort County Board of Education, and that by authority duly given and as the act of the Board the foregoing instrument was signed by him.

Witness my hand and notary seal this 17th day of Sept. 2010.

Linda K Mizell
Notary Public

My Commission expires: 3-18-2013



**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that G. Mitchell Reed personally appeared before me this day, and being duly sworn by me acknowledged that he is the Police Chief of the City of Washington, and that by authority duly given and as the act of the City the foregoing instrument was signed by him.

Witness my hand and notary seal this _____ day of _____ 2010.

Notary Public

My Commission expires: _____

Cooperative Understanding (Resource Officer)

General Statement of Duties

Within the lawful jurisdiction of the Washington City Police Department, a sworn Washington City Police Officer must at all times take appropriate action to: protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all state, local and federal laws in matters over which the Washington City Police Department has jurisdiction.

Distinguishing Features of the Class

An employee in this class performs a variety of law enforcement duties for the school system. Work is derived from the requirement to protect life and property, to conduct initial investigations of crimes committed at the schools, to patrol in an official vehicle to deter crimes, and to apprehend violators or suspects. Duties may include serving criminal court papers such as warrants and subpoenas; testifying in court; and filing necessary papers with the judicial system. The employee is subject to the usual hazards of law enforcement. Considerable tact, firmness and courtesy are required in serving the public. The employee is expected to exercise alertness and independent judgment in dealing with unusual situations. Work is performed in accordance with established policies and procedures and is supervised by the head of the supervising LAW ENFORCEMENT AGENCY through conference, review of records and reports, and effectiveness of assigned duties.

Illustrative examples of work

- Patrols the school sites to detect and deter crime
- Responds to school personnel calls for law enforcement assistance
- Conducts preliminary investigation of crimes and complaints
- Makes arrests and transports violators
- Testifies in court concerning enforcement and investigative activities
- Maintains records of patrol and investigative activities
- Participates in surveillance and stake-out duties; assists as permitted by law with searches
- Cooperates with other law enforcement officers of other governmental units in conducting investigations and making arrests
- Answers and checks on alarms and security systems
- Performs related duties as required

Knowledge, Skills and Abilities

- Working knowledge of the operations, functions, procedures and legal processes of law enforcement
- Working knowledge of federal, state and county laws relative to civil and criminal processes and Juvenile Code of North Carolina

- Working knowledge of the operation of two-way radio equipment and related FCC regulations
- Working knowledge of the geographical layout of the school sites as to locations of roads, important buildings and other landmarks
- Skill in the use of firearms and other law enforcement equipment
- Ability to exercise sound judgment in emergency and routing situations and to adopt quick, effective and reasonable courses of action



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: October 11, 2010
Subject: Area Light Charges for Light That Was Removed
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize ___ months credit of area light charges beyond the one year City Policy for account 4504200.00 97.

BACKGROUND AND FINDINGS:

Area light for the referenced account was removed after damage sustained during Hurricane Dennis in 2002. A service order was not generated for this work and is normally what triggers a change in billing service for an account. As a consequence, the residential account has continued to be billed to present. The account brought to the City’s attention in September after disputing the August billing. The total months involved are 95, less the two months disputed and one year city policy leave 81 months outstanding.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Area light charge recap calculation

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Concur _____ Recommend Denial No Recommendation
10/11/10 Date October 11, 2010 *[Signature]*

Date	Months	Rate	3% Rate w/ tax	\$ Amount Billed
Beginning 10/1/2002:				
10/17/2002	40.63	13.20	13.60	552.45
2/17/2006	8.17	14.12	14.54	118.77
10/20/2006	22.17	14.51	14.95	331.29
8/15/2008	11.20	17.63	18.16	203.38
7/17/2009	3.97	18.63	19.19	76.12
11/13/2009	10.27	18.07	18.61	191.08
9/17/2010				
Total	96.40			1,473.09
August & September Disputed				37.22
One Year:				
8/17/2009	3	18.63	19.19	57.57
7/17/2010	<u>9</u>	18.07	18.61	<u>167.51</u>
	12			225.08
Balance				1,210.79



City of Washington

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

MEMORANDUM

DATE: October 4, 2010

TO: Mayor and City Council

FROM: Allen Lewis 
Public Works Director

SUBJECT: US 17 Bypass Water/Sewer Utility Relocations and Powell Bill Funds.

As you should recall, this issue has been discussed numerous times over the last several years, including the last regular Council meeting on September 13, 2010. At that meeting, Council was provided a copy of a letter from NCDOT Secretary Eugene A. Conti, Jr. requesting the City to execute a Municipal Agreement in reference this issue. This would involve the reimbursement to NCDOT for the cost of relocating water and sewer lines within existing NCDOT right of way that were in conflict with the bypass project. He also requested a payment of \$112,495.34 be made by September 17, 2010 representing the first reimbursement payment for the lines which were relocated as a result of the project. A copy of this letter is attached for your reference. Also attached is a September 30, 2010 letter from Secretary Conti to Mayor Jennings in reference to our 2010 Powell Bill allotment. Enclosed with Secretary Conti's September 30 letter was a statement showing the City's allotment which included a deduction of \$112,495.34, leaving a balance of \$163,914.82.

/al

Attachments

October 11, 2010
Page 180 of 185



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

1501 MAIL SERVICE CENTER, RALEIGH, N.C. 27699-1501

EUGENE A. CONTI, JR.
SECRETARY

September 7, 2010

Mr. James C. Smith, City Manager
City of Washington
Post Office Box 1988
Washington, North Carolina 27889-1988

Dear Mr. Smith:

I am contacting you regarding the Municipal Agreement between the City of Washington and the North Carolina Department of Transportation (NCDOT) establishing the responsibilities of the parties for work to be performed in connection with to the improvements of US Highway 17 from South of SR 1149 (Price Road) to South of SR 1536 (Hamilton Road), Project R-2510B, WBS 34440.3.7. This agreement was authorized by the City of Washington City Council at the November 14, 2005 meeting. I am also writing about the Utility Agreement for reimbursement of costs related to relocation and adjustment of sewer lines and water pipes for R-2510B, WBS 34440.3.7.

As you know, Mr. R.A. Lewis, III, Public Works Director for the City of Washington wrote Stephen M. Worthy, Utilities Agent for NCDOT, on January 31, 2007, advising that the design of the water and sewer relocation and cost estimates submitted by Flatiron/United were reasonable. The cost estimates were \$1,753,128.60 for the work on the water pipes (\$1,121,396.78) and sewer lines (\$631,731.82). Those estimates have been reduced by NCDOT after further review to a total of \$1,687,430.19 for the work on the water pipes (\$1,089,452.25) and sewer lines (\$597,977.94).

As you also know, after requests by the City for a more flexible reimbursement schedule, NCDOT has authorized special terms for the reimbursement of these costs: a fifteen-year payment plan with no interest to be charged the first three years. NCDOT then submitted the Utility Agreement for Project R-2510B, WBS 34440.3.7 for reimbursement of costs related to relocation and adjustment of sewer lines water pipes in accordance with the Flatiron/ United estimate, which Washington officials found reasonable.

The City of Washington has not returned executed originals of either the Municipal Agreement or the Utility Agreement for Project R-2510B, WBS 34440.3.7. Nor has the City submitted its first installment of the reimbursement due for this Utility Agreement to reflect the new estimates: \$1,687, 430.19 total for the work on the water pipes (\$1,089,452.25) and sewer lines (\$597,977.94).

Mr. James C. Smith, City Manager
September 7, 2010
Page 2

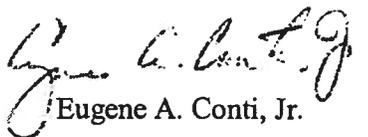
I am transmitting both agreements to you and formally requesting that you submit an executed original of each agreement to me within 10 days from the date of this letter, by September 17, 2010. I am also formally requesting payment in the amount of \$112,495.34 representing the first reimbursement payment under the Utility Agreement by September 17, 2010. This is not unreasonable since the City of Washington has delayed payment under their original authorization of November 14, 2005, and has had three years to budget for this obligation since the original Utility Agreement was submitted to the City.

If the Department does not receive the executed Agreements and the first reimbursement payment by September 17, 2010, NCDOT will be forced to take all actions available to recover the sums owed for expenses NCDOT has incurred for this work, including, but not limited to, withholding Powell Bill funds for the City of Washington.

If you have any question about these demands, you may contact Terry Gibson at (919) 733-7384 or Ellis Powell at (919) 733-2520.

Thank you for your immediate attention to this matter.

Sincerely,



Eugene A. Conti, Jr.

EC/sn

Mr. James C. Smith
September 7, 2010
Page 2

cc: Hugh Overholt, Board of Transportation Member
Terry R. Gibson, P.E., State Highway Administrator
Ellis Powell, PE, Chief of Staff
Jon Nance, P. E., Chief Engineer, Operations
Betsy Strickland, Special Deputy Attorney General
Sandra M. Nance, Assistant to the State Highway Administrator
Robert Memory, State Utility Agent



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

September 30, 2010

The Honorable N. Archie Jennings
Mayor of Washington
Post Office Box 1988
Washington, North Carolina 27889-1988

Dear Mayor Jennings:

The North Carolina Department of Transportation is pleased to notify you that your municipality is one of 508 in North Carolina, which qualifies for a portion of the 2010 Powell Bill Fund and the 2010 North Carolina Highway Trust Fund. Your proportionate share, as shown on the enclosed statement, will be credited to your account through the State Treasurer's Electronic Payment System effective October 1, 2010, or by enclosed check.

The amount distributed this year to all participating municipalities from both funds was \$128,901,321.54. As specified in G.S. 136-41.1, allocation to the qualifying municipalities was determined by formula based on population (75 percent) as certified by the State Planning Officer and local street mileage (25 percent) as certified by the participating municipality.

The Powell Bill restricts use of this allocation to the maintenance and construction of local streets pursuant to G.S. 136-41.1 - 41.4. Municipal officials are legally responsible for the proper management of these funds and can be held personally liable for any unauthorized expenditures. If you have questions about your Powell Bill allocation, please contact Ms. Betsy G. Williams, Powell Bill Program Manager, at (919) 715-2347.

The Department continues to benefit from our close working relationship with you as we endeavor to meet transportation needs across North Carolina.

Sincerely,

A handwritten signature in black ink that reads "Eugene A. Conti, Jr." in a cursive style.

Eugene A. Conti, Jr.

EAC/bgw
Enclosure(s)

2010 Powell Bill Allocation Check

MUNICIPALITY: Washington

2010 Allocation \$ 276,410.16

Mileage Error _____

Over 10 Excess _____

Delinquent Account (8112,495.34)

THE AMOUNT OF: \$ 163,914.82 **2010 Powell Bill Allocation**