



MARCH 14, 2011
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from February 14th & 28th, 2011 **(page 4)**

Approval/Amendments to Agenda

I. Consent Agenda:

- A. Adopt – Budget Ordinance Amendment for Rebates (\$8,000) **(page32)**
- B. Accept – and ratify Letter of Credit from Northgate **and** Authorize City Attorney or City Manager to effectuate the City's authority if necessary **(page 35)**
- C. Adopt – Budget Ordinance to amend the Storm Water Capital Project Ordinance to redistribute the appropriation to specific accounts **(page 38)**
- D. Approve – Purchase Orders over \$20,000 **(page 44)**

II. Comments from the Public:

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

None

IV. Public Hearing – Other:

- A. Accept & Adopt – The recommendation of the Planning Board **and** approve the preliminary site plan of Alderbrook Pointe Development located off West 15th Street & Pierce St. Ext. **(page 46)**
- B. Accept– The program amendment to the FY05 CDBG Housing Development project at Key's Landing Subdivision **(page 55)**
- C. Adopt – Ordinance to amend Ch. 40, Article IV, Section 40-93 Table of Uses, by adding Double Wide Manufactured Homes as a



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Special Use in the RA-20(Residential Agriculture) Zoning District
(page 58)

- D. Accept & Adopt - The recommendation of the Planning Board **and** Adopt the Ordinance to amend Ch. 40, Article IV, Section 40-93 Table of Uses by adding Commercial Marinas, permitted only by Special Use Permit issued by the Board of Adjustment within the Office and Institutional Zoning District. **(page 66)**
- E. Accept & Adopt - The recommendation of the Planning Board **and** Adopt the Ordinance to amend Ch. 40, Article XVI, Signs, Section 40-407, Temporary Signs, by adding theatrical event signs as a temporary sign allowed without a sign permit **(page72)**
- F. Adopt – Resolution ordering the closure and abandonment of a portion of Stewart Parkway **(page75)**
- V. Scheduled Public Appearances:
 - A. Marc Finlayson – Hwy. 17 progress & updates
 - B. Tim Ware – Mid-East Commission
 - C. Joey Toler – Beer Garden request **(page 79)**
 - D. Judy Jennette – Veteran’s Park Signage
- VI. Correspondence and Special Reports:
 - A. Memo – Washington Fire Dept. Auxiliary Fund Raiser **(page 82)**
 - B. Memo – Load Management Device Report **(page83)**
 - C. Memo- Non-residential maintenance code **(page84)**
- VII. Reports from Boards, Commissions and Committees:
 - A. Human Relations Council **(page 99)**
 - B. Washington Tourism Development Authority **(page 101)**
 - C. Financial Reports **(emailed as available)**



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VIII. Appointments:

None

IX. Old Business:

None

X. New Business:

- A. Approve – Interlocal agreement between Washington Tourism Development Authority and the City of Washington **(page102)**
- B. Approve – Two year contracts with Beaufort County to provide EMS including ambulance services to Old Ford & Clarks Neck **(page 108)**
- C. Approve – Three year contract with Washington Park Fire, Rescue, and Emergency Medical Services **(page 112)**
- D. Approve – Legally Binding Commitment between the City and Metropolitan Housing & CDC Inc.- Keys Landing Subdivision **(page 116)**
- E. Award – Financing Bid for Installment Purchases \$1,256,050 **(page 125)**

XI. Any Other Items From City Manager:

None

XII. Any Other Business from the Mayor or Other Members of Council

Discuss – Updates from Legislative Action Committee Meeting

XIII. Adjourn - Until March 28, 2011 at 5:30 pm, in the Council Chambers at the Municipal Building.

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

February 14, 2011

The Washington City Council met in a regular session on Monday, February 14, 2011 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; Edward Moultrie, Councilman; William Pitt, Councilman; Gil Davis, Councilman; Pete Connet, Interim City Manager; and Cynthia Bennett, City Clerk.

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

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

APPROVAL OF MINUTES

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the minutes of January 13, January 24 and January 31, 2011 as presented.

APPROVAL/AMENDMENTS TO AGENDA

Councilman Mercer requested the following amendments to the agenda:

1. **(moved from Consent) Adopt** – Budget Ordinance to amend the Storm Water Capital Project Ordinance to redistribute the appropriation to specific accounts – as **Item D.1**
2. Adding item A. 1 under New Business - A Resolution to abandon a portion of Stewart Parkway
3. Adding an item under: Any other business from the Mayor or other Members of Council – Update on the Academy Street Problem.

Councilman Pitt requested moving item A. under: Any other business from the Mayor or other Members of Council to item **A.1.** under: Reports from Boards, Commissions and Committees.

4. **Discuss** – Homeless Shelter – Marc Recko’s presentation to the Human Relations Council – as **Item A.1**

Mayor Jennings requested the following amendments:

5. **(Item B. under New Business to follow the Scheduled Public Appearance)**
Dot Moate – Little Washington Sailing Club and Authorize City Manager to sign the Authorized Agent Consent Agreement to amend to the CAMA Permit for the Waterfront
6. **Public Appearance: Wendy Godley** – Relay for Life Softball Tournament (request removed)

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

*Note: At this point, Mayor Jennings made the statement that the Sheriff/Police Department issue has not come before the Council as a discussion item; it is not on tonight's agenda and would not be discussed this evening. The public will be welcomed to sign up to speak about that issue during Comments from the Public Session. This issued has not been addressed in closed or open session and he stated he doesn't anticipate this item to be on the agenda in the near future.

CONSENT AGENDA

Councilman Mercer requested clarification on item # C – adjusting the Water Fund contingency to 5%. Chief Financial Officer, Matt Rauschenbach explained the 5% is in the Fiscal Control Act.

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

- A. Adopt – Budget Ordinance Amendment for Senior Programs Division of Parks and Recreation \$1,500
(copy attached)
- B. Authorize – the Repurchase of Cemetery Lot S-16, Plot 7 and 8 in Oakdale Cemetery and Adopt Budget Ordinance Amendment (\$1,200)
(copy attached)
- C. Adopt – Budget Ordinance Amendment to adjust the Water Fund's contingency to 5%
(copy attached)
- D. Moved to New Business D.1 – Adopt Budget Ordinance to amend Storm Water Capital Project Ordinance to redistribute the appropriation to specific accounts
- E. Adopt – Budget Ordinance Amendment to appropriate funds for the balance remaining from the Gates library grant \$4,748
(copy attached)
- F. Adopt – Budget Ordinance Amendment to appropriate funds for the Energy & Demand Reduction pilot project
(copy attached)
- G. Approve – Re-instatement of the Chief Building Official
(copy attached)

COMMENTS FROM THE PUBLIC

No public comments at this time.

**MARIE TOMASULO, BETH BRYD & DON STROUD –
DONATIONS FOR FESTIVAL PARK**

Mayor Jennings requested Mr. Stroud give a summation of the checks that were being presented to City of Washington tonight:

Washington Area Historic Foundation

*Landscaping of the two pavilions to be installed at the Water Street Park \$1,000

Washington Harbor District Alliance – Pirates Beach Music Festival

*Music pavilion \$7,700

Marie Tomasulo on behalf of the Gary Tomasulo memorial playground

*Ground breaking for playground – March 4th @ 2 pm \$25,000

On behalf of the City of Washington, Mayor Jennings thanked the donors for helping with funding this project.

**TOM SACCIO AND LISA TATE – UPDATE AND THANK YOU –
WRIGHT FLIGHT INC.**

Wright Flight Representative, Mr. Tom Saccio; Principle of John Small, Ms. Lisa Tate and several others along with students that had participated in the program came forth to thank the City for its assistance and contributions toward Wright Flight.

Mr. Saccio commented that along with his wife Sandy, the program was implemented at John Small Elementary School and mentioned the wonders the program has accomplished. Ms. Tate shared that they are passionate about the program at John Small Elementary and Ms. Sherry Swain, 5th grade teacher and coordinator at John Small Elementary School, addressed the effect the aviation program has had on the students. Also, several students (Ms. Meagan Horton and Mr. Jay Jackson) spoke on the benefits and the experience provided by the aviation program.

**DOT MOATE – LITTLE WASHINGTON SAILING CLUB AND
AUTHORIZE CITY MANAGER TO SIGN THE AUTHORIZED AGENT
CONSENT AGREEMENT TO AMEND THE CAMA PERMIT FOR THE
WATERFRONT**

Ms. Dot Moate and Mr. Kevin Clancy (new Program and Administrative Director) representing the Little Washington Sailing Club presented a brief outline and report for the Little Washington Sailing Club.

Begin Report: Report on 2010 Highlights and plans for 2011

2010 Highlights:

- 48 students
- Relocated to dock J on the waterfront from the Estuarium
- Paid back line of credit and ended season with a positive cash flow
- Purchased 4 additional sections of floating platform to accommodate all 6 boats
- Outfitted boats with new sails and running rigging

- Received new major funding from Noon Rotary and Wachovia Bank
- Donor provided the club with 2 inflatable safety boats
- Considerable positive community feedback

Plans for 2011

- Hire Program Director to coordinate all activities of the club. Done
- Adding 2 full week classes, one for an advanced class for prior graduates
- Investigate offering Boy Scout Sailing Merit Badge course
- Need new CAMA permit to modify City's new dock plan permit
- Anticipating new major sponsors
- Emphasis on grant applications
- Major emphasis on recruiting scholarship students
- Maintain positive cash flow

Current Needs

- New 9-10 hp motor for donated inflatable. (We will sale our flat bottom safety boat, motor and trailer to offset.)
- New classroom space

Request

1. Permission to apply to CAMA for a modification to the City's Dock Plan permit
2. Permission to permanently locate our operation once again on the downtown waterfront at Dock J or other location as may be dictated by the dock plan

By motion of Councilman Mercer, seconded by Councilman Pitt, Council unanimously approved the amendment of the CAMA permit and to allow the enhanced usage of Dock J.

(copy attached)

**ACCEPT & ADOPT – THE RECOMMENDATION OF THE PLANNING BOARD
AND APPROVE THE ORDINANCE TO REPEAL CHAPTER 6, ARTICLE V,
HOUSING , IN ITS ENTIRETY AND REPLACE A NEW ARTICLE V,
HOUSING, AS PROVIDED**

Mayor Jennings opened the public hearing. Director of Planning and Development, John Rodman provided Council with a guide to the Minimum Housing Code and explained in better detail what the Minimum Housing Code is about. Updating the Housing Code is one of the objectives of the Planning Department and also one of the goals and objectives of the Comprehensive and Land Use Plan.

Mr. Rodman noted there is currently an abbreviated version of the Minimum Housing Ordinance that was originally adopted in 1973 and later it was updated in 1996. Mr. Rodman explained how the inspection process now covers the basics and stated they would like to expand those inspections into a true Minimum Housing Inspection. This would allow the City to do more thorough inspections of the homes within its limits. Also, this would cover some of the health and safety issues and interior and exterior renovations on buildings. The new code more completely defines minimum housing

standards and allows the City to inspect homes within the city limits and homes within the City's one-mile extraterritorial jurisdiction.

Councilman Mercer expressed his concerns with provision for inspections (provision either requires a petition signed by five people, a tenant request, or an owner's request) he can't find provisions that states there will be a routine inspection of rental properties within the City. He feels in order for a Minimum Housing Code to be effective there should be some language that initiates a routine inspection. Councilman Mercer feels this is a key ingredient to this program. Mr. Rodman agreed and stated a lot of municipalities have a rental inspection program and the Planning Department is also working toward that end which would be an addendum to the plan. Mr. Rodman explained the inspection would be triggered when power is reconnected for a new tenant.

Mayor Pro tem Roberson inquired if the units had to be painted and Mr. Rodman stated 'yes' clarifying that coating meant painting (the wording will be changed in the code to reflect "painting"). Mayor Pro tem Roberson's other concern was the number of family members in the home or single family dwelling. Mr. Rodman will check into the number of family members that can live in a single structure.

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

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council unanimously accepted the recommendation of the Planning Board and approved the Ordinance to repeal Chapter 6, Article V, Housing, in its entirety and replace a new Article V, Housing, as provided with suggested amendments.

Councilman Mercer recommended a time line of 90 days for the Planning Board to come back with the suggested revisions and/or amendments. Mr. Rodman agreed to the 90 days.

Mr. Rodman stated they are also working on a code that addresses commercial structures. Mayor Jennings inquired if this would include energy efficiency and Mr. Rodman suggested they will work on this in the Historic District first.

(copy attached)

**ACCEPT & ADOPT – THE RECOMMENDATION OF THE PLANNING BOARD
AND APPROVE THE ORDINANCE TO AMEND CHAPTER 40, SEC. 40-93,
TABLE OF USES, OF THE CODE OF ORDINANCES FOR TATTOO PARLORS**

Mayor Jennings opened the public hearing. Dot Moate presented this action item to Council. Ms. Moate noted that the Planning Department had received a request to amend an ordinance to add "Tattoo Parlors" as Special Use in the I-2 (Light Industrial) and the I1 (Heavy Industrial) Zoning Districts.

The Planning board met on the 25th of January and made the following findings of fact. Currently tattoo parlors are not listed in the current Washington Zoning Ordinance as permitted or special use within its jurisdiction, nor, is it considered as an accessory use

to any permitted use. There are currently two Tattoo establishments located in the B1H (Business Zoning District).

Even though tattoo parlors are listed as personal services, the Planning Board felt they would be better regulated in the aforementioned district. The Planning Board felt it necessary that text be added to the City's Zoning Ordinance to help regulate these activities and allow them in the appropriate zoning districts. Several tattoo parlors have recently located within the downtown business historic district. The Planning Board voted 5-0 to request City Council recommend that text amendment in order to add tattoo parlors as a special use in the I2 (Light Industrial) and the I1 (Heavy Industrial) Zoning Districts.

Mayor Jennings inquired what will happen to those that exist now that are located in BIH. Mr. Rodman said they are considered as legal non-conforming use. If they vacate those premises more than 180 days, they can't come back.

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

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council unanimously accepted the recommendation of the Planning Board and approved the Ordinance to amend Chapter 40, Article IV, Zoning Districts, Section 40-93, Table of Uses, by adding "Tattoo Parlors" as a Special Use in the I-2 (Light Industrial) and I-1 (Heavy Industrial) Zoning District.

(copy attached)

BILL SYKES & WHDA – NEWLY CREATED WASHINGTON WATERFRONT DOCKS WEBSITE

Mr. Bill Sykes noted that Beth Byrd would be making the presentation. Executive Director of WHDA, Beth Byrd presented the new Washington Waterfront Docks website and stated it was an effort by many parties:

- WHDA
- TDA
- Parks and Recreation
- City's IT Department
- BCCC

Ms. Byrd noted that Mr. Ken Roble, a professor at Beaufort County Community College for Website Design and five of his students were able to produce this site. Ms. Regina Roberson, Mr. Clifton Gray, Archie Quintana and Latonia Gorham were instrumental on a lot of the ideas that was placed on this site. The website is www.washingtonncmarina.com and provided the opportunity for boaters to learn about Washington plus the website ties the marina to the community.

Ms. Beth Byrd and Ms. Teresa Hamilton will manage the website and Mr. Ray Midgett volunteered to assist in the maintenance of the website.

Recess at 6:20 pm.

**MEMO - THE NORTH CAROLINA GOVERNOR'S CRIME COMMISSION
GRANT REPORT**

(Begin memo) During the last two (2) weeks of January 2011, the North Carolina Governor's Crime Commission published a grant opportunity. This is a block grant, in the amount of \$2,000.00 to \$10,000.00. As in the past, the grant was open to any law enforcement agency in the state.

The first requirement of the process was completion of a pre-application, on line with the Governor's Crime Commission. The deadline for registering via the pre-application was January 31, 2011. The Washington Police Department completed the application process, and the Manager signed the authorization page, within the deadline. This step does not obligate the City of Washington; it was simply to comply with the deadline.

The pre-application was completed in the amount of \$9,410.00. The proposed use of the funds will be allocated to pay overtime for officers, to continue the effort of combating illegal drug activity within the city. This application, if Council approves, would require a \$3,136.00 local match.

This memo is for informational purposes only, and requires no action by Council at this time. (end memo)

MEMO – BELL OF WASHINGTON DOCKAGE

(Begin memo) The Belle of Washington is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement.

During the past year the Belle of Washington has had at least 21 cruises in the season between April and December. Communications with these events have been good as the Belle has coordinated well with the Parks and Recreation office and visa versa.

The recent explosion aboard the Belle has brought forth new awareness of the importance of the strict agreement that has been in place for the Belle to operate on City docks.

The new docking agreement will be for the period of April 27, 2011 – ~~March~~ April 26, 2012. (end memo)

Councilman Mercer expressed his observance on the extension of the lease 11 months instead of twelve months. Mr. Holscher stated the actual lease had not been drafted and they will make sure the correct date is in the lease.

REQUEST

Councilman Davis requested to a make a verbal report at this time. The Recreation Advisory Committee, the Recreation Department and the local PARTF board

have invited Council to a luncheon in honor of the PARTF board on March 24th – 25th at noon at the Estuarium. A tour of Goose Creek State Park will follow the next day.

MEMO – SEA TOW PAMLICO DOCKAGE

(Begin memo) Sea Tow Pamlico is once again requesting to continue their relationship with the City of Washington for docking at the Waterfront Docks. They are not requesting any changes in the agreement.

During the past year Sea Tow Pamlico has been an invaluable resource to the Waterfront Docks division, giving advice and assistance to the staff and boaters alike. Dock Attendants have requested logs to be removed from the docks an average of once per month via work order and other times while Larry Williams, Owner, was on site.

Sea Tow continues to be an asset in the community as well. During recent storms, his expertise has guided planning and recovery. His experience and contacts with other marinas has been a good resource when comparing policies, rules and regulations. His availability in the area has enabled him to be of assistance to our “resident” boaters as well as the community at large.

The new docking agreement will be for the period of April 1, 2011 – March 31, 2012.
(end memo)

MEMO – LOAD MANAGEMENT DEVICE REPORT

(Begin memo) Listed herein is the load management switch installation activity through January 2011.

Total Load Management Switch Installations	158
Air Conditioner/Heat Pump Control Installations	139
Auxiliary Heat Strip Control Installations	80
Water Heater Control Installations	87
Total Appliance Control Installations for Project	317

(end memo)

MEMO – NORTHGATE SUBDIVISION INFRASTRUCTURE PROJECT

(Begin memo) In 2002 and as a result of Hurricane Floyd, the City of Washington (City), in conjunction with Northgate Development, LLC (Northgate), was awarded a grant in the amount of \$1,620,000 under the Crisis Housing Assistance Program from the North Carolina Department of Crime Control and Public Safety through the North Carolina Redevelopment Center. The grant funds were used to construct water, sewer, street and drainage infrastructure improvements for vacant lots in Northgate Subdivision.

Of the 162 projected lots, the developer originally was required by the grant to convey 81 lots with homes constructed thereon to Hurricane Floyd victims. The requirements of the

grant have been modified over time by the granting agency to require, among other things, conveyances to low to moderate income (LMI) persons, instead of Hurricane Floyd victims, as the benchmark for grant compliance. Furthermore, the number of lots required to be sold to LMI has been decreased by the granting agency for 81 to 32 lots.

To date, 22 lots have been confirmed by the granting agency as qualifying conveyances to LMI, leaving 10 additional sales to LMI being required. The build-out date for the Northgate project and the expiration date for the grant originally was October of 2007. The granting agency granted a first extension of that deadline to December 31, 2009. The granting agency granted a second extension of that deadline to December 31, 2010. In November 2010, the City Attorney's office, on behalf of the City and Northgate Development, LLC, requested, among other things, a third extension of the deadline. The State has stated that it is willing to grant a third extension through December 31, 2011. This third extension is contingent upon the City and Northgate reaching an acceptable agreement regarding compliance with the grant and a source for recapture of grant funds if the grant requirements are not met.

Initially, a \$250,000 Letter of Credit from Northgate had been established as a source for recapture of grant funds (measured at \$10,000/lot) to cover any lots that were not sold to LMI up to 32 (there were 7 qualifying conveyance at that time). As part of the agreement for the second extension of the grant deadline, a replacement \$140,000 Letter of Credit was established in order to provide a source for the recapture of grant funds. However, the replacement Letter of Credit will expire on March 1, 2011. As part of the agreement for the third extension of the grant deadline, a new \$100,000 Letter of Credit is required in order to provide a source for the recapture of \$10,000 for every lot that is not sold to LMI, up to 32. Attached is a copy of the December 8th correspondence from Ms. Gleason, Agency Legal Specialist, North Carolina Redevelopment Center that discusses the project and confirms that NCRC will grant the extension. Also attached is a copy of the proposed Letter of Credit.

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

MEMO – ENERGY INTERNS PROJECT UPDATE

(Begin memo) Since September, 2010 the Planning and Community Development Department has been working with two interns from East Carolina University as part of a grant funded by the State Energy Office. The project entitled "Energy Interns" is divided into two categories:

1. Promoting energy efficiency in the historic district
2. Surveying household energy consumptions patterns

Ms. Carmen Mercer, MPA Candidate, is researching how energy efficiency in historic districts is achieved while complying with the secretary of the interiors guidelines for historic preservation. Ms. Mercer will produce a set of policy recommendations that will

be reviewed by the Historic Preservation Commission. This research is slated for completion June, 2011.

Mr. Chris Baker, MA Sociology, has completed a survey that will be distributed to 800 Washington Electric Utility Customers via SPSS (analytical statistical software program) random sampling. This survey aims to better understand the behavioral patterns of energy use in WEC customers. He will collect, analyze and process findings using SPSS and other quantitative analysis tools. ECU professors will assist in reviewing survey interpretations. A whitepaper is expected to surface as the final product of his efforts.

The survey will be distributed via mail the week of February 14. We would like to include an introductory letter from the Mayor. A sample of that letter has been included for your review. (end memo)

Sample letter:

Dear Washington Utility Customer,

As Mayor I am committed to the mission of enhancing the quality of life for the citizens of the City of Washington. Promoting energy efficiency is one of the most important and impacting ways we can do so. Energy efficiency not only helps in the preservation and conservation of vital natural resources, it also helps individuals save money by reducing their monthly utility bills.

In an effort to better understand the most effective way to serve you, the City has developed a partnership with East Carolina University to conduct a survey that will be used to gauge energy consumption and behavior. The survey will be available both online and mail. With the knowledge gained from the survey's results, we will be better able to offer services and programs that will help you conserve energy AND save money!

We have tried to make this survey as easy as possible to complete. However, if you have any questions, please call Bianca Gentile, Community Development Planner at 252.402.6888. Thank you for completing the survey.

Sincerely,
N. Archie Jennings, III
Mayor
City of Washington

**MEMO – ELECTRIC FUND LOAD MANAGEMENT BUDGET
TRANSFER**

(Begin memo) The Budget Officer transferred \$15,000 of funding between divisions of the Electric Fund to move the funding for heat pump and water heater rebates from Substation Division to the newly formed Load Management Division. This is consistent with including all related expenses of load management in the new division.

NCGS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached. (end memo)

HUMAN RELATIONS COUNCIL

Scheduled Public Appearances:

Executive Director with Washington Housing, Mr. Marc Recko introduced the topic of a Homeless Shelter in Washington. Mr. Recko shared that the Domestic Violence Program stopped and the two existing buildings (the two old Options buildings) on Market Street between 7th & 9th Street are now vacant and in bankruptcy court. The buildings consist of a fully outfitted Homeless Shelter and an office building. Both buildings have gone into bankruptcy procedure.

Mr. Lentz Stowe with Beaufort County Community College is working on a grant with Ms. Marisol Barr to help develop a business plan for operating those buildings. Mr. Recko had met with the bankruptcy attorney on 1-17-11 to obtain requirements and the status of the property. He is presenting the idea to the Human Relations Council to assist in promoting and supporting a facility of this type. Once the business plan has been formulated and presented in more detail to the HRC Board, Mr. Recko requested the Human Relations Council help with submitting a proposal to City Council.

Update on Marker for Ed Peed commemoration

Board member O'Pharrow shared Ms. Betty Randolph will donate the monument free of charge to the HRC Board and the marker should be completed by the end of this month. Philip Mobley has agreed that his staff will put the marker in place at Beebe Park. The commemoration service for Ed Peed will take place at Fire Station One on 2-19-11 @ 11:00 am. Board member O'Pharrow suggested some type of event to acknowledge and show special recognition to honor those from the community and organizations who have been supportive of the Human Relations Council by using their own funds over the last year. The proclamations for Ed Peed, Brotherhood/Sisterhood, Human Relations Council month and Black History month - ASALH will be signed by Mayor Jennings on 2-14-11.

Discussion/FYI

The newly organized Latino/Hispanic Council will be seeking the support of the Human Relations Council on the film for Brother Town if this should become one of their projects.

The Beaufort County branch of the NAACP is seeking the support of the Human Relations Council if they go forward with a forum to be presented by Dr. Timothy Tyson of Duke University, the author of Blood Done Sign My Name (best seller and also made into a movies)

Discussion

Hand out material from Chair Roberson concerning Domestic Violence Services.

Discussion

The Board decided to write a proclamation in honor of Brotherhood/Sisterhood month and publicize it in the media.

FYI

Reimbursement of funds (\$225) into the Human Relations Council account for Jim Smith's reception held on 12-14-10.

REQUEST

Councilman Pitt requested to make a formal report of the Human Relations Council. Councilman Pitt shared that this was an outgrowth of a public appearance made by Mr. Marc Recko of Washington Housing Authority with regards to a Homeless Shelter in Washington. Mr. Recko spoke to the two existing buildings located on Market Street between 7th & 9th Street which was the old Option Building. As of 1-17-2011 these building were in bankruptcy court. These properties will be in liquidation soon and there is a great need for a Homeless Shelter in Beaufort County and the City of Washington. The nearest Homeless Shelter is in Greenville and people are being referred there from this area. Metropolitan does not currently accept women and children.

Councilman Pitt noted that Metropolitan is a functioning church and has to turn people out during the day. This shelter would be available day and night. Also, Councilman Pitt addressed Urban Homeless (people who go to work but live with a relative because they have no place to go). This information will be presented to the Beaufort County Commissioners. The homeless problem is becoming a larger problem in the City of Washington and the County of Beaufort.

Mayor Pro tem Roberson did not have any opposition but wanted to be sure that when you start moving in the residential neighborhoods with a non-traditional residential use, the houses are in compliance with the zoning ordinance for a Homeless Shelter.

WASHINGTON HARBOR DISTRICT ALLIANCE**New City of Washington Docks Web Site**

Bill Sykes would like to present at the Monday, February 14 meeting. Bill Sykes coordinated an effort to create a Washington City Docks Web site. Ken Roble, BCCC professor stepped forward to offer to create this web site with his students. Many people have given their input such as Teresa Hamilton from Parks and Recreation. We hope the Mayor and Council will approve.

Main Street Energy Grant Round II – This grant has been awarded to the City of Washington. A "Request for City Council Action" has been presented by Bianca Gentile, to seek the City Council's acceptance of the award. WHDA has offered any assistance that may be needed. WHDA feels that this is an excellent example of how the City of Washington can assist small businesses in Washington, (thereby retaining small businesses and helping them to grow and thrive). Steps like this also send a clear message that the City of Washington values business relations and hopefully that will encourage more businesses to move to Washington.

NDC - National Development Council

WHDA received an unexpected call from Hank Coleman, NDC representative, in early January. Hank Coleman has resigned from his position with NDC because of illness in his family. WHDA contacted the NDC East Coast director, Dan Marsh. In a conference call between Dan Marsh, Chris Furlough, Ross Hamory, Beth Byrd and Joe Blalock discussed the future of the relationship. An email was sent confirming the new terms set for the contract with NDC.

Tuesday, Feb. 1, 2011

Dear Mr. Marsh,

Thank you for talking with us last Monday, January 24th. We appreciate your willingness to work with us and your quick response about the new market tax credits.

The committee has discussed your proposition and would like to accept your offer to continue a relationship with NDC.

Just to review, we discussed that NDC would be willing to amend the terms of the initial contract. NDC would extend the contract two or three months so that WHDA would not suffer any hardship concerning the time with which it takes to get adjusted after Hank Coleman's departure. This would allow us sufficient time in which to "get up to speed" with the new NDC representative, Regina Celestin.

Secondly, both you and Regina Celestin would schedule a trip to Washington. At that time WHDA would submit to NDC an outline of needs that would help guide our future relations and actions. At that meeting we will also finalize extending our contract.

We are happy to work with your schedules and look forward to meeting you in the future.

No reply has been received from Dan Marsh as yet.

Old City Hall

There has been an effort under way by the Economic Restructuring Committee to find the best means with which the Old City Hall Property could be returned to a useful property, one that creates another destination point to attract consumers to the Harbor District. Bianca Gentile has been very helpful meeting with the committee to determine the scenarios that the City can legally use to dispose of a property. WHDA was hoping to lend a guiding hand in the process of selecting the developer for the property, ensuring that the most qualified developer could be found. All scenarios have not yet played out but we are currently concentrating on two different processes. More details will follow.

Downtown Business Analysis and Development Plan

Bob Murphrey of the NC Main Street organization presented finalized version of the plan to the Economic Development committee and the Chamber of Commerce. The next step would be to have the reports available to interested businesses. Trent Tetterton has been actively recruiting restaurants to fill some of our empty store fronts; this finalized report should help him further.

New Event coming the last weekend in April!

Washington Marine Market ...Anything & Everything Nautical!

The Washington Harbor District Alliance is proud to present the first open air nautical market along the City of Washington docks on the Pamlico River. Come to browse through all types of

nautical gear – both new and used. Take advantage of the bargains on everything from fishing tackle to boats. Vendors wanted (from yard sale items to boat manufacturers)! Go to www.whda.org Saturday, April 30th, 9:00AM – 5:00PM and Sunday May 1st, 11:00AM – 4:00PM. Free Admission

2011 Schedule of Events

WHDA 2011 Calendar of Events	
January	
February	
March	<ul style="list-style-type: none"> • Downtown Clean Up Day Sat. March 26th
April	<ul style="list-style-type: none"> • Music in the Streets Starts April 15th Runs every Third Friday thru Oct. • Saturday Market Begins April 16th Continues every weekend • Nautical Market April 30th & May 1st
May	<ul style="list-style-type: none"> • Artwalk – Thursday, May 5th • Sat Market Every Saturday/Artist Expo Second Sat • Music in the Streets May 20th • 1st Movies in the Park May 20th • (Assistance only) • ? Blackbeard returns to the Pamlico Festival Friday, May 20th, and Sat. May 21st
June	<ul style="list-style-type: none"> • Sat Market Every Saturday/Artist Expo Second Sat • Music in the Streets June 17 • Movies in the Park June 24th • Little Washington Sailing Club 2011 Season
July	<ul style="list-style-type: none"> • Sat Market Every Saturday/Artist Expo Second Sat • July 4th Celebrations • Music in the Streets July 15 • Movies in the Park July 15 • Little Washington Sailing Club 2011 Season
August	<ul style="list-style-type: none"> • Sat Market Every Saturday/ Artist Expo Second Sat • Music in the Streets August 19 • Skip Movies in the Park • Pickin on the Pamlico - Sat., Aug. 20 • Little Washington Sailing Club 2011 Season
September	<ul style="list-style-type: none"> • Sat Market Every Saturday/Artist Expo Second Sat • Beach Music Festival - Sunday, Sept. 11th • Music in the Streets September 16 • Movies in the Park Sept. 16th • Could plan additional Movies in the Park corresponding with ECU football game.
October	<ul style="list-style-type: none"> • Sat Market Every Saturday/ Artist Expo Second Sat • Music in the Streets October 21st • Movies in the Park Oct. 21st • (Assist) Smoke on the Water Oct. 21/Oct. 22

November	<ul style="list-style-type: none"> • Art Walk Thursday, Nov. 18th
December	<ul style="list-style-type: none"> • Flotilla & Hometown Holiday Sat., Dec. 3rd

New Funding Source Corporate Sponsorships

Mac Hodges, Beth Byrd and others have been working at creating a new sponsorship package. These sponsors will contribute once a year to WHDA, instead of WHDA contacting these sponsors for each of the individual events, as done the past. These corporate sponsors will then enjoy special privileges, increased marketing presence and rewards for their commitment. So far, Potash, Coldwell Banker Coastal Rivers, East Carolina Bank has graciously signed up for the program.

Friends of the Alliance Campaign has raised over \$2,000 to date.

Washington Harbor District Board

Glenn Wetherington of Down on Main Street and Nauti Life has joined the WHDA Board. WHDA is thrilled to have one of the top downtown merchants to join our group. We are also proud to announce that Bob Henkel was awarded the Entrepreneur of the Year by the Washington Chamber of Commerce. Bob’s hard work and dedication to Inner Banks Artisans Center is really paying off. WHDA Board is complete at this point.

2011 Board Members are:

- President: Ross Hamory
- V.P. Economic Restructuring: Chris Furlough
- V.P. Promotions: Mac Hodges
- V.P. Design: Bobby Roberson
- V.P. Organization: Garleen Woolard & Rebecca Clark
- At Large Merchants: Bob Henkel
- At Large: Glenn Wetherington
- Treasurer: Bill Sykes
- Secretary: Sharon Pettey

- City Liaison: Bianca Gentile, Planning Dept.
- Ex-Officio: Catherine Glover- Washington/B.C. Chamber of Commerce
- Lynn Lewis - WTDA
- Pete Connet - Interim City Manager

ADVISORS:

- Little Washington Sailing Club - Dot Moate
- Little Washington Sailing Club - Bill Walker
- Saturday Market Manager - Leonard Huber
- Public Relations - George Fields
- 2011 Pickin’ on the Pamlico Chair - Virginia Finnerty
- Christmas Flotilla & Past Market Manager - Tom Miller
- Music In The Streets - LaVon Drake

WASHINGTON TOURISM DEVELOPMENT AUTHORITY

In a quest to lead the branding effort for Washington, research and conference calls continue. Several entities have been identified that suit the needs of our community. Research includes conversations with my peers across the state and recommendations from other communities. A recommendation is anticipated in the next month. There will be costs associated with this effort. Cost will be an important consideration in the recommendation.

- The WTDA is working with a class from ECU's School of Business to develop a comprehensive plan for the Civic Center. The group of students will be studying operations, staffing, and marketing of the facility to make recommendations to help narrow the revenue/expense gap for the future.
- The WTDA is working with a graduate level class of students from the Center for Sustainable Center at ECU to identify more than a dozen niche markets for Washington and develop plans to reach and grow the markets.
- TDD Lewis attended a workshop about tourism related research beyond economic impact. The class was presented by the Destination Marketing Association of NC, which Lewis serves on the Board of Directors. Professional researchers in the tourism industry revealed simple methods of research that can be used by all sizes of bureaus.
- The WTDA assisted the Salty Southeast Cruisers Net with a media event where checks were presented to those who suffered losses at the McCotter's Marina fire. TDD Lewis wrote press releases and coordinated attendance by local media.
- The WTDA has invited travel writers from across the state to attend the EC Wildlife Arts Festival.
- Billboard concepts for Highway 17 have been developed and will be in place by mid to late February. Eye Integrated developed concepts based on recommendation by RTM Travel (the group who conducted travel research for the WTDA).
- As a member of the North Carolina Travel Industry Association, TDD Lewis participated in a board meeting where legislative issues for the upcoming session were discussed. The school calendar issue (Tourism supports a later start date, after August 25) will be a hotly contested issue in this session, especially with Basnight's resignation.
- Met with Debbie Vargas, director of the Greenville-Pitt County CVB, to discuss their current efforts and where/how we can coordinate efforts that will benefit both communities.
- Chris Prokos interviewed TDD Lewis in preparation for the upcoming Progress publication to be done by the Washington Daily News.
- The WTDA has re-joined the Historic Albemarle Tour (HAT). The group has a

new leader and appears to have a renewed energy in promotion of tourism assets in the region.

FINANCIAL REPORTS

No comments from City Council at this time.

AUTHORIZE – MAYOR TO ENTER INTO A LEASE WITH IMPRESSIONS MANUFACTURING GROUP

Chief Financial Officer, Matt Rauschenbach noted this had been shared with Council at the last session; there has been a couple of other minor modifications. Mayor Jennings instructed Mr. Rauschenbach to summarize the basics:

Five (5) year initial term with a two (2) year renewal
Option to renegotiate at end of two (2) year renewal
Improvements to the property (approx. \$770,000 in which the City will fund up front and will recoup in five (5) yr. period (in additional over and above the current rental rate)
Financing cost
Energy grant that is an additional \$230,000

By motion of Councilman Moultrie, seconded by Councilman Pitt, Council unanimously authorized the Mayor to enter into a lease with Impressions Manufacturing Group with an initial term of five years effective April 1, 2011.

Mayor Pro tem Roberson inquired if there was a map that showed and the Attorney, Franz Holscher stated 'yes'. Mr. Holscher directed Council attention to page 106.

(copy attached)

APPROVE – PURCHASE ORDERS IN EXCESS OF \$20,000

Chief Financial Officer, Matt Rauschenbach suggested that one of the purchase orders was a repeat because additional information was requested from Council. Mr. Rauschenbach noted that Mr. Hardt had provided a memo (page 146) addressing the need of the Dodge Durango along with other issues that needed clarification. Mr. Rauschenbach pointed out that the Jeep Liberty with the vehicle being less than the budget (approximated \$5,000 savings) and this will offset the cost on the Dodge Durango. The other purchase orders are for the Ford Fusion for the Police Department and the last one having to do with the Festival Park (for events).

Councilman Davis requested Mr. Rauschenbach explained how the price of \$139,795 was achieved for the events at the Festival Park (events/concert stand and picnic shelter). Mr. Rauschenbach referred to Mr. Mobley and Mr. Mobley stated they were able to use a co-op called US Communities. US Communities had already done the bidding process for the shelters and it's in the State's Code. He discovered we were members of the co-op. By being a member, we make the purchase order to the vendor, the vendor gives the co-op a certain amount of money in which approximately 2% will come back to the City.

Mayor Pro tem Roberson suggested he did not see a budget ordinance on the requisition form transferring the money from one to the other. Mr. Rauschenbach explained they will take a look at this if it crosses the divisions within the Electric Fund. Councilman Mercer commended the Electric Department for going out to find a way to balance out the money.

By motion of Councilman Moultrie, seconded by Councilman Mercer, Council unanimously approved the attached purchase orders.

(copy attached)

ADOPT – ORDINANCE TO AMEND CHAPTER 18, SEC. 83-REGULATION OF TRAFFIC ON A PORTION OF STEWART PARKWAY

Public Works Director, Allen Lewis suggested this was an ordinance to amend Chapter 18 that will limit the traffic on the demolished portion of Stewart Parkway to pedestrian traffic only.

Mayor Pro tem Roberson inquired if the map had been recorded because the map is being referred to in the ordinance and it would require 4 weeks of advertisement. Councilman Mercer suggested the map was placed on the table and Mr. Holscher explained the map was not filled into the Resolution because he was waiting for action. This would not be required advertising for 4 weeks because it is a revision to the ordinance to change regulations. Mr. Holscher did state that later tonight, Council will be requested to adopt the Resolution.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council unanimously adopted an ordinance to amend Chapter 18, Section 83 – Regulation of Traffic on a portion of Stewart Parkway to limit the abandoned portion of the Parkway, essentially from the Chamber of Commerce building to Water Street and restricting it to pedestrian traffic.

ADOPT – RESOLUTION DECLARING THE INTENT TO ALLOW THE CITY OF WASHINGTON TO ABANDONED THAT PORTION OF THE RIGHT-OF-WAY ON A PORTION OF STEWART PARKWAY AND SET HEARING DATE – FESTIVAL PARK AREA

By motion of Councilman Mercer, seconded by Councilman Davis, Council unanimously agreed to adopt a resolution to abandon that portion of Stewart Parkway and properly advertise the item to be presented for action at the next Council meeting (March 14, 2011).

Mayor Pro tem Roberson suggested checking with the Clean Water Trust Fund Personnel and Mr. Lewis noted this would not be included in this step. Mayor Jennings instructed Mr. Rodman to verify this with the Clean Water Trust Fund.

(copy attached)

ACCEPT – BID AWARD CONTRACT TO WIMCO CORP AND AUTHORIZE CITY MANAGER TO SIGN CONTRACT FOR PHASE 1 IN THE “FESTIVAL” PARK PARTF \$125,700

Parks and Recreation Director, Philip Mobley stated the engineer handled this project and all figures are correct and ready to go.

Mayor Jennings inquired as to the time line and Mr. Mobley stated 4-6 weeks to get the shelters in. The contractor should be starting in a couple of weeks. Final work should be accomplished in 90 days.

By motion of Councilman Davis, seconded by Mayor Pro tem Roberson, Council unanimously accepted the Bid and Authorized the City Manager to sign a contract with Wimco Corp, in the amount of \$125,700.

(copy attached)

ADOPT – RESOLUTION ESTABLISHING THE STORM WATER DEBT SERVICE/CAPITAL RESERVE FUND

Chief Financial Officer, Matt Rauschenbach explained this action item was to set up a Storm Water Debt Service/Capital Reserve Fund in line with direction given by Council during last year’s budget process. The funds will be set up for no less than \$400,000 per year and will be generated from net revenue of the Storm Water Fund and transferred back to the Storm Water Fund to service the Recovery Zone Bond debt.

Councilman Mercer stated the presentation suggested it will provide \$112,654 on debt service for this year. If action was taken last month to increase the debt service numbers to \$172,000 then \$112,654 will not cover \$172,000. Mr. Rauschenbach explained this was the additional amount in the Storm Water Fund after the debt service. This will not be needed to balance the budget this year.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council unanimously adopted a resolution establishing the Storm Water Debt Service/Capital Reserve Fund.

(copy attached)

ITEM (D.1.) ADOPT – BUDGET ORDINANCE TO AMEND THE STORM WATER CAPITAL PROJECT ORDINANCE TO REDISTRIBUTE THE APPROPRIATION TO SPECIFIC ACCOUNTS

Councilman Mercer stated in August of last year, Council adopted a Capital Project Ordinance for the Storm Water work and in that ordinance Section 3 states that the Capital Outlay on line account numbers 58-90-5710-7400 is \$3,958,000. The Ordinance presented in the Consent agenda suggests that same line item was \$5,000,000. In addition, Councilman Mercer recommended that Section 1 of the ordinance Council was presented with tonight that originally read the following accounts in the Storm Water Capital project be increased or decreased as follows: that it be read that Section 3 of the project ordinance be modified to include the changes in the following accounts and that

the \$3,985,000 be placed in there since that is what was adopted. Also, this ordinance should be amended to such Section 2 would read Section 4 of the original project ordinance be modified to show revenues of the \$5,000,000 rather than \$3,958,000 that was in the original ordinance. Mr. Rauschenbach suggested that staff came back in December with the revised number in the amount of \$5,000,000. The \$3,958,000 was the original amount and at the November meeting, Council agreed to expand the project for a little more than \$5,000,000. Mr. Rauschenbach stated he would revisit the dollar amount and Councilman Mercer reiterated making sure the numbers are consistent.

Councilman Mercer mentioned that the ordinance suggests the reserve this year will be \$112,000. The original ordinance stated we would set aside \$400,000 every year with no exception. Councilman Mercer requested to have this language corrected.

Mr. Rauschenbach was instructed to check the figures and bring this action item back to the March 14th regular meeting.

**ADDOPT & ACCEPT – PROJECT BUDGET ORDINANCE AND
ACCEPT THE AWARD FOR MAIN STREET ENERGY FUND GRANT
\$71,583.29**

Planning Director, John Rodman explained this was a grant that came from the State Energy Office (SEO) and that it includes participation by several local businesses with a 50/50 match with those businesses. The City is not required to match any cash, but they will administer the grant which will be where the City's expense will originate. There will be a pre-construction with these businesses next week. The grant was written through the Washington Harbor District Alliance.

Seven local businesses are participating:

1. Moss House Bed and Breakfast
2. Carolina Wind and Yacht Center
3. Mason Jones
4. Edward Jones Investments
5. Turnage Theater
6. Inner Banks Arts Center
7. Century 21 Real Estate

Mayor Pro tem Roberson expressed his concern that the Financial Director is required on a monthly basis to provide the financial status for each project element in Section 3 and the total grant revenues received for claims. Would this reporting be given to the City? Mr. Rodman said 'yes' that was given to the City as part of the stimulus money requirements. The Finance Director and the Planning Director have consented to provide those reports. Mayor Pro tem Roberson inquired as to who would administer the program on the City staff side? Mr. Rodman stated it would be provided through his office and help will be provided from the Harbor District Alliance.

By motion Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council unanimously adopted the project budget ordinance and accepted the award for Main Street Energy Fund grant, total - \$71,583.29.

AUTHORIZE – INTERIM CITY MANAGER TO ENTER INTO A FIVE YEAR LEASE WITH 3-B FARMS, INC

Chief Financial Officer, Matt Rauschenbach noted that Mr. Holscher had redrafted the lease and it is consistent with the City's other hangar leases. The proposed lease is just the footprint of the hangar where before it included the adjacent land and limited any further development. The lease also includes a CPI escalator for the rent.

Councilman Mercer inquired if the Boyd's had agreed to the changes. Mr. Rauschenbach said 'no' they have not. Mr. Holscher suggested the effective date is July and there should be sometime to work on the changes.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council unanimously authorized the Interim City Manager to enter into a five year lease with 3-B Farms, Inc.

DISCUSS – SCHEDULING CIP REVIEW FOR 2-28-2011

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council agreed to schedule the CIP Review at the Committee of the Whole (2-28-11).

REPORT – ACADEMY STREET

Councilman Mercer stated he attended the church board meeting last Tuesday evening and there was a discussion of the complaints received from the neighbor. The church board has appointed a five (5) member committee to discuss this matter and report back with a solution. Councilman Mercer suggested he would attend the meeting when the committee meets and report findings to City Council. The church is very concerned that they have a neighbor who feels that strongly about the parking on that street and would like to resolve the issue.

ANNOUNCEMENT

Councilman Pitt extended an open invitation to all who would like to attend the Edward Peed Commemoration Service that will be held on Saturday, February 19th @ 11:00 am. The ceremony is scheduled to take place at Fire Station 1 with an escort by the Fire Department to Beebe Park for the unveiling of the monument.

ADJOURN – UNTIL MONDAY, FEBRUARY 28, 2011 AT 5:30 PM IN THE COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING

By motion of Councilman Pitt, seconded by Councilman Davis, Council adjourned the meeting at 7:15 pm until February 28, 2011 at 5:30 pm in the Council Chambers at the Municipal.

(Subject to the Approval of the City Council)

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

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

February 28, 2011

The Washington City Council met in a continued session on Monday, February 28, 2011 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; Edward Moultrie, Councilman; Gil Davis, Councilman; Pete Connet, Interim City Manager; and Reatha B. Johnson, Assistant City Clerk.

Councilman Pitt was absent and excused from the meeting.

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

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

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennings requested adding closed session under § NCGS 143-318.11(a)(6) Personnel as item # 1.

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

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

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council agreed to enter closed session under § NCGS 143-318.11(a)(6) Personnel @ 5:35 pm.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council agreed to come out of Closed Session at 6:00 pm.

DISCUSS – 15th STREET WIDENING

Public Works Director, Allen Lewis updated Council on the 15th Street widening project. Mr. Lewis informed Council that this project was presented to the former Mayor by a land owner regarding the possibility of a turn lane being installed at the old K-mart building. Steps were taken to contact DOT about this possibility and DOT agreed as long as the City would relocate its utilities and pay for any right of way (R/W) acquisition. The City was able to require funding through former Representative Arthur Williams to offset some of the cost. There was \$150,000 for utilities relocation and \$135,000 for R/W and utility easement acquisition. Council has been provided with the latest copy of the municipal agreement that would cover this project.

Mr. Lewis noted the latest agreement states that anything over the \$285,000 is the City's cost. He has researched the property values with the square footage taken from each property for the project and came up with a total figure of approximately \$105,000 for R/W acquisition. There is \$135,000 in the fund. DOT does not feel \$135,000 will be enough once everything has been taken into consideration. Administrative cost and appraisal cost will be coming out of the \$135,000 in the fund.

Mayor Pro tem Roberson had several questions:

1. According to a report being done a couple years ago, Corridor Intersection Optimum Study states one of the problems at this intersection is the south bound approach to local business (at that time K-Mart) the loop detector hardware is obsolete.
2. In checking the Thoroughfare Plan (this document was approved by City Council) he doesn't see anything concerning improvement in this specific location. According to the plan that was adopted, the number one priority according to the TIP was the 17 bypass and second is Highland Drive. Mayor Pro tem Roberson inquired how those projects bypass the documents that were adopted. Also, we are now considering something that is not in the Thoroughfare Plan plus he has a problem with the cost.

Mr. Lewis inquired when the Thoroughfare Plan was adopted and Mayor Pro tem Roberson stated approximately eight years.

Councilman Mercer stated that Mr. Lewis was correct, this matter originated because of concerns about the length of time involved at having to stop at the stop light. At the time this originally came before Council, the discussion was that the owner of that property was willing to donate the property. Due to the location of the number of power poles along the R/W, the City received some assistance from the General Assembly and he felt everything was progressing along those lines. Now the offer to donate the property to expand the third lane has been withdrawn and we are looking at potentially a cost that we don't have a figure for. Councilman Mercer expressed he would be very reluctant to agree to anything that he does not have an approximate cost.

Mr. Lewis shared certain criteria that would benefit several of the property owners.

- Long ditch in front of the property will all be piped
- Property in the northeast quadrant of Pierce & 15th Street where there is a vacant field will benefit from the turn lane

Also, Mr. Lewis mentioned the development (Alderbrook subdivision) that will be going back approximately 600 ft. off of 15th Street off the end of North Pierce and site plan should be brought to Council on the 14th. NCDOT has indicated that a turn lane may be required as part of the development. Mr. Lewis feels what is being proposed now would meet that requirement because that would be an added cost to that developer or property owner if this project isn't built as well. Councilman Mercer shared he was at

the presentation for that subdivision. Councilman Mercer suggested that at this time, if the State is saying you are going in there to build the multi-family housing with 64 units that is being proposed and the traffic associated with those 64 units warrants a turn lane then he feels the developer should pay for the turn lane.

Mayor Pro tem Roberson expressed his concern with developers having to pick up the cost of several issues:

- Right turn only out of that development
- Sewer line
- Dedicating the acceleration lane

Mayor Pro tem Roberson suggested the developer has been dealing with this project for approximately seven months. He requested to make sure we are on the same page as all the other DOT officials.

Mayor Jennings stated these are good points and maybe we should come back at a subsequent Committee of the Whole meeting and have conversation from DOT. Mayor Jennings suggested if the developer or property owner offered R/W as part of the project being done are they no longer willing to do that and Mr. Lewis stated this was his understanding but he was not privy to that conversation.

Council directed Mr. Lewis to explore all issues related to this project and report back at the next meeting.

M E M O R A N D U M

(begin memo) SUBJECT: Municipal Agreement with NCDOT for Project W-5008 – Widening 15th Street.

This is in reference to the above subject and previous discussions regarding the same, most recently at the August 9, 2010 Council meeting.

As a refresher, the referenced agreement is for the widening of 15th Street to provide for a center turn lane from approximately 400 linear feet west of Washington Street to approximately 400 linear feet east of Pierce Street. Some key features for consideration in approving this agreement are that the City shall be responsible for right of way acquisition costs which exceed \$135,000 and utility relocation costs that exceed \$150,000.

While staff is fairly confident that the \$150,000 for utility relocation costs should be sufficient, right of way (R/W) acquisition could be different story. Staff has taken the area to be taken in R/W provided by NCDOT and used the current property tax value of the land only for each of the effected property owners to try to get an idea for how much the R/W acquisition may cost. As you can tell from the attached spreadsheet, this figure

totals almost \$105,000. NCDOT officials feel that this estimate is “way low” in that it does not take into account:

1. Damages to the residual property.
2. Possible court verdicts if condemnation is required.
3. Costs of appraisals.
4. Title opinions.
5. Overhead for negotiations, etc.

They also noted that while the current tax values are based on a very recent revaluation, they may not represent fair market value. They will not do formal appraisals until after the attached agreement is executed but *estimate* the R/W for this project could run \$150,000 - \$170,000.

This is brought to you for discussion and direction at this time. NCDOT would like this approved as soon as possible as they hope to bid the project in September of this year. (end memo)

DISCUSS – CIP REVIEW

Interim City Manager, Pete Connet noted the CIP is only a plan until it is put in the current year’s budget for consideration and funding. Mr. Connet stated this was an updated version of the CIP – it is changed by trying to spread some of the capital improvements out by reestablishing prioritizing or eliminating totally. Council will find those changes highlighted in yellow.

Chief Financial Officer, Matt Rauschenbach summarized the spreadsheets that had been provided for Council. The 1st schedule is just a recap of totals by fund, 2nd schedule is a detail listing by project by fund and the last schedule demonstrates our outstanding debt service history. There are six years worth of history included and current year debt service and five years of forecast. This is existing debt the City has which includes Recovery Zone debt for this year and the \$1.2 million of installment purchases that are budgeted for this year.

Mr. Rauschenbach suggested starting with the detail overview. Mayor Pro tem Roberson questioned the outstanding debt on the debt service - it changes in the debt service and if Mr. Rauschenbach would highlight those from the general fund and the total. Mr. Rauschenbach complied and stated the changes in debt service as compares to the previous year, how it changed, in the general fund for this year our debt service will be \$31,000 less than it was last fiscal year. Next year the debt service will drop \$289,904. The majority of the changes are due to installment purchases that are timing out (approximately \$1.0 million). Mayor Pro tem Roberson was more interested in the electric fund and Mr. Rauschenbach explained that it is leveling out around \$800,000. Councilman Mercer inquired if that change would anticipate no additional debt. Mr. Rauschenbach confirmed but noted other than the installment purchases.

Mayor Jennings cautioned to remember “just because it’s in the CIP doesn’t mean it gets into the budget.” Also, Mayor Jennings noted what was agreed on a few years ago

“if it isn’t in the CIP it can’t go in the budget.” There may some items in the CIP that council would like to break out and discuss individually. Mayor Jennings requested one to be clear on would be the police facility and would like to set a date for that discussion (everyone should know the all end cost and agrees to that cost). If possible, he would like staff from the PD and if needed the architect to attend the meeting.

Councilman Mercer raised concerns about the \$3.88 million project cost listed in the CIP, citing the amount was higher than what was approved by the City Council. In June 2010, Council voted to pursue a \$3 million loan to help pay for the facility. \$1 million has been set aside in the public-safety capital reserve fund to help pay for the project, would borrow \$1 million and find \$1 million in grants. Councilman Mercer inquired if the City was going to revisit the commitment of \$3 million approved by Council. He questioned if we would go to an unknown number or will we push to go back the \$3 million as close as we can. Mayor Jennings explained this is the thought process he is hoping will come out of the special meeting. This is the largest item and the CIP and warrants it own discussion.

Chief Reed explained that this is a step by step process and the way the architect explained it to him the exterior building design would come before Council in which a tentative building foot print did. Council would in turn authorize them to go before the Board of Adjustment. They have only been working internally with some ideas as far as what would go where (nothing formal). Chief Reed suggested they were only looking for guidance with the geotechnical data, FAA land release and other steps. Mayor Pro tem Roberson stated the City does not need to make a mistake with the geotechnical data – if there is a soil issue there we need to know up front. Chief Reed mentioned the time frame contingent on the USDA and other components to get the project done and Council wanted to be respectful to any time line but wants to make sure everything is correct up front. Several concerns:

1. Soil
2. Site work
3. Appraisal
4. Preliminary design on the project
5. Grants
6. Additional cost

By motion of Councilman Davis, seconded by Councilman Moultrie, Council agreed to have a special meeting on the Police Station on Tuesday, March 8th at 8:00 am in the Council Chamber with staff providing as much information as possible.

Mr. Rauschenbach noted that a column had been added for Maintenance, professional services and would be indicated with an (*) things which are maintenance and not necessarily capital items but with a magnitude of being over \$25,000. Example would be painting the Library and repairing some wood, AMR meter replacements, valve inspections, etc.

Mayor Jennings had suggested an exercise to Mr. Connet by taking \$1.0 million each year and pushing it out to the next year so that nothing that really needed to be in the CIP would wait longer than a year. This method would allow you to create a \$1.0 million deferral for the next 5-6 years. Mr. Rauschenbach noted that they took this into consideration when going back over the CIP last week (several of Mr. Hardt's projects were pushed out a few years) Rail to Trails was move out and the water line was split over a couple of years. They were only able to push it out one more year but a lot of the projects moved out over a couple of years. Mayor Jennings noted that the exercise he had given to Mr. Connet was if we didn't have the money we would have to defer it a year and push that out. This would take the pressure off the next 2-3 years and maybe the economy will pick up by then. Mr. Connet stated Mr. Rauschenbach had taken it out 2 more years from where we originally started with the new date being out to 2017-18. Councilman Mercer observed that those were only two items out to 2017-18 and they were in the electric fund for circuit rebuild. Mr. Connet shared that Mr. Hardt was the only one during the meeting that had looked at doing his long range planning but all other departments will look at pushing theirs out.

Mayor Pro tem Roberson suggested he was concerned with the projection end and looking at the totals (Mayor Jennings noted most of that was in the water fund). Mr. Lewis explained the two projects that involved the \$6.0 million. One project \$6.0 million water line running down Slatestone road to Spring Road to help better loop our system but it's just there (place holder) so it doesn't appear all of a sudden and Council suggests it has never been in the CIP. The other one a little over \$5.0 million is to improve Jack's Creek carrying drainage improvements up so many blocks (place holder). Mayor Pro tem Roberson expressed concerns about Airport T-hangars and Mr. Lewis stated T-hangars are built for rent and are built in groups of five. Also, Mayor Pro tem Roberson had a question on the amount in the Vision-100 grant in which Mr. Lewis explained they need it there because of the Division of Aviation has a TIP. It is there in case the Division of Aviation ever questions if it is in the CIP.

Councilman Mercer inquired about the \$1.2 million for Simmons Street improvements because it had not been in the CIP before and Council should have had some warning about it. Mr. Lewis noted this was part of the storm drainage system but probably will not get done but the pipe has been in the ground for more than 40 years. Mr. Rauschenbach shared another large one is City Hall rehab but it is just out there where something may need to be done over time. Councilman Mercer questioned valve insertions for the next five years and that they are highlighted as being a maintenance item. They have not been in the book at all and Mr. Lewis agreed. Mr. Lewis shared there is a lot of debt service falling off of the water fund and they are catching up on maintenance issues. Mr. Lewis mentioned the incident where a fire hydrant was hit at the intersection of 5th and Respass and they had to shut-off water approximately a 3 block ratios because the valve at the hydrant would not shut the water off and this is what they are trying to eliminate. Mr. Mercer feels that when a meter fails it should be a maintenance problem. Councilman Mercer addressed several other concerns with Mr. Lewis namely: AMR meters, sanitation vehicle replacement per year in which Mr. Lewis explained.

Mr. Rauschenbach mentioned there was an item today they were made aware of that wasn't in the CIP. The EPA mandates on admissions of our generators (5) that work will be required at \$25,000 next year and six more the following year. The CIP will need to be amended for \$125,000 next year (11-12) and \$150,000 the following year (12-13). This work much be completed by March of 2013. Mr. Hardt explained it was just 11 of the largest units that falls under this mandate. They just learned of this the first of the year and just received budget numbers today.

By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council agreed to extend the meeting until 7:30 pm.

Mr. Lewis pointed out that under sewer the S-S-10 Main & Respass Lift Station the \$600,000 shown in FY 2011-12 staff applied for a principle forgiveness for 50% and 0% interest loan for the other 50%. Staff was contacted last week about the possibility of a low interest loan for the \$600,000 project and this funding source is looking very good. Mayor Jennings inquired as to how much the debt service would be on the \$600,000 and Mr. Lewis stated less than \$40,000 a year with a 20 yr. note. This would be through the state revolving loan fund. Mayor Jennings noted this may be a good opportunity and if Mr. Lewis would make it a part of the budget proposal and he responded 'yes'.

Councilman Mercer cautioned everyone to start paying attention to maintenance as part of the ongoing budget.

Mr. Connet shared that at a recent managers meeting he attended a session on capital budgeting a question was raised – how are you seeing construction prices now (better or worse than they were 3-4 yrs. ago)? Point was you are seeing the lowest prices you can get right now and interest rates are down. If you have some major capital projects that you will need to borrow from now is the time to get them done. Councilman Mercer requested the manager to share some of this info he has from this meeting with the Council.

ADJOURN – UNTIL TUESDAY, MARCH 8, 2011 AT 8:00 AM IN THE COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING

By motion of Councilman Davis, seconded by Councilman Moultrie, Council adjourned the meeting @ 7:10 pm until March 8, 2011 at 8:00 am in the Council Chambers at the Municipal.

(Subject to the Approval of the City Council)

**Reatha B. Johnson
Assistant City Clerk**



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

To: Mayor Jennings & Members of the City Council
From: Keith Hardt, P.E., Electric Director *KWH*
Date: 3 March 2011
Subject: Adopt Budget Ordinance Amendment for Rebates
Applicant Presentation: None
Staff Presentation: Keith Hardt, P.E., Electric Director

RECOMMENDATION:

I move that the City of Washington adopt the budget ordinance amendment in the amount of \$8,000 to additionally fund the current Electric Water Heater/Heat Pump Rebate Program.

BACKGROUND AND FINDINGS:

The Electric Fund has budgeted monies each year to provide rebates to electric customers that install electric water heaters or heat pumps. The current budget amount of \$15,000 for this activity has been exhausted and we continue to receive requests from customers that have installed new appliances. This request is to allocate an additional \$8,000 from fund balance to provide rebates for the remainder of the fiscal year.

There is consistent payback for this investment when customers choose to install electric appliances. All of the appliances eligible for this rebate must have a load management switch installed to receive the rebate. The payback for the rebate for an electric water heater is less than one year. The payback for a heat pump with only summer cooling control is two cooling seasons. If the customer chooses to allow us to control the auxiliary heating elements in the heat pump the payback reduces to less than one year.

The rebate payback is only one piece of the puzzle. Many of these rebates provide the incentive for customers to choose electric appliances in lieu of gas appliances in new and existing homes and businesses. If the customer chooses to install (new or replacement) gas appliances then we lose all of the potential electric revenue from the appliance. When they add an appliance new or

City Attorney Review:	_____	Date By: _____	(if applicable)
Finance Dept Review:	_____	Date By: _____	(if applicable)
City Manager Review:	_____	Concur	Recommend Denial _____ No Recommendation _____
Date	March 14, 2011		

to change out from another energy source than that electric load that is added at the incremental wholesale energy cost (less than 5¢/kWh) with no CP-kW demand cost.

I will have additional information about the payback of this program at the City Council meeting if there are questions.

PREVIOUS LEGISLATIVE ACTION

None.

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation

No Fiscal Impact

SUPPORTING DOCUMENTS

Budget ordinance amendment.

**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 35-90-3991-9910, Fund Balance Appropriated, portion of the Electric Fund revenue budget be increased in the amount of \$8,000.

Section 2. That account number 35-90-8375-5701, Heat Pump Rebates, Load Management portion of the Electric 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 14^h day of March, 2011.

MAYOR

ATTEST:

CITY CLERK

MEMORANDUM

DATE: March 1, 2011
TO: Mayor Jennings & Members of City Council
FROM: John Rodman, Director of Planning & Development
Franz Holscher, City Attorney
RE: Report, Northgate Subdivision
Infrastructure Project I-1, CHAF-00-D-133

In 2002 and as a result of Hurricane Floyd, the City of Washington (City), in conjunction with Northgate Development, LLC (Northgate), was awarded a grant in the amount of \$1,620,000 under the Crisis Housing Assistance Program from the North Carolina Department of Crime Control and Public Safety through the North Carolina Redevelopment Center. The grant funds were used to construct water, sewer, street and drainage infrastructure improvements for vacant lots in Northgate Subdivision.

Of the 162 projected lots, the developer originally was required by the grant to convey 81 lots with homes constructed thereon to Hurricane Floyd victims. The requirements of the grant have been modified over time by the granting agency to require, among other things, conveyances to low to moderate income (LMI) persons, instead of Hurricane Floyd victims, as the benchmark for grant compliance. Furthermore, the number of lots required to be sold to LMI has been decreased by the granting agency from 81 to 32 lots. To date, 22 lots have been confirmed by the granting agency as qualifying conveyances to LMI, leaving 10 additional sales to LMI being required.

The build-out date for the Northgate project and the expiration date for the grant originally was October of 2007. The granting agency granted a first extension of that deadline to December 31, 2009. The granting agency granted a second extension of that deadline to December 31, 2010. In November of 2010, the City Attorney's office, on behalf of the City and Northgate, requested, among other things, a third extension of the deadline. The State granted a third extension through December 31, 2011 contingent upon the City and Northgate reaching an acceptable agreement regarding compliance with the grant and a source for recapture of grant funds if the grant requirements are not met.

Initially, a \$250,000 Letter of Credit from Northgate had been established as a source for recapture of grant funds (measured at \$10,000/lot) to cover any lots that were not sold to LMI up to 32 (there were 7 qualifying conveyances at that time). As part of the agreement for the second extension of the grant deadline, a replacement \$140,000 Letter of Credit was established in order to provide a source for the recapture of grant funds (there were 18 qualifying conveyances at that time). As part of the agreement for this third extension of the grant deadline, a new, replacement \$100,000 Letter of Credit has been established in order to provide a source for the recapture of grant funds (there are 22 qualifying conveyances at this time).

We are asking the City Council to consider making and passing a motion that accepts and ratifies the Letter of Credit from Northgate and authorizes the City Attorney or the City Manager to effectuate the City's authority thereunder in accordance with its terms at the appropriate time if it becomes necessary.

Encl.: New, replacement \$100,000 Letter of Credit

First South Bank

IRREVOCABLE STANDBY LETTER OF CREDIT

DATE: February 28, 2011

NO: 10-7500A

Beneficiary:

City of Washington
P.O. Drawer 1988
Washington, NC 27889

Amount: \$100,000.00

Expiry Date: 03/01/2012

Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 10-7500A in favor of the City of Washington at the request of and for Northgate Development, LLC effective February 28, 2011 up to an aggregate amount of US dollars \$100,000.00 (One Hundred Thousand and no/ dollars). Funds under this Letter of Credit are available at our office at 239 West Main Street; Washington, North Carolina 27889 against your draft drawn at sight on us accompanied by the following documents:

Your notarized statement as follows: "The undersigned authorized official of the City of Washington hereby certifies that the amount drawn represents amounts due and owing to the City of Washington because Northgate Development, LLC has failed to pay the same to the City of Washington on or before 12/31/2011 as required under the Agreement of Crisis Housing Assistance Infrastructure Funds dated 10/29/02 and the CHAF Infrastructure Recapture Policy Relief (revised as of April 24, 2007), as may be amended or revised, for the Northgate Subdivision, Project I-1, Grant # 00-D-133 all as extended and revised by the letter from Britne B. Gleason, Agency Legal Specialist, North Carolina Redevelopment Center, North Carolina Department of Crime Control and Public Safety, State of North Carolina, to Franz F. Holscher, dated December 8, 2010.

All banking charges are for the account of Northgate Development, LLC.

Our obligation under this Letter of Credit shall not be affected by any circumstance, claim, or defense, real or personal, as to the enforceability of the Agreement referenced herein; it being understood that our obligation shall be that of a primary obligor and not that of a surety guarantor, or accommodation maker.

Draft and the original of the Letter of Credit and documents must be presented on or before March 01, 2012.

Drafts drawn under this credit must be marked on the face "Drawn under First South Bank Irrevocable Standby Letter of Credit No. 10-7500A."

We hereby agree with the drawers of drafts drawn under and in compliance with the terms of the Letter of Credit that such drafts shall be duly honored on presentation and delivery of documents as specified.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred or in any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

This credit is issued subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), ICC Publication No. 500 (UCP). To the extent applicable provisions of the UCP are not in conflict, in which applicable provisions of the UCP shall prevail, this credit shall be governed by and construed in accordance with the laws of the United States of America and the State of North Carolina including the Uniform Commercial Code as in effect in the State of North Carolina.

First South Bank

By: 
Greg Britt
Senior Vice President

1311 Carolina Avenue • Post Office Box 2047 • Washington, North Carolina 27889 • (252) 946-4178 • Fax (252) 946-3873

March 4, 2011

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City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: March 14, 2011
Subject: Budget Amendment Storm Water Capital Project
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that the City Council adopt a Budget Ordinance to amend the Storm Water Capital Project Ordinance to redistribute the appropriation to specific accounts.

BACKGROUND AND FINDINGS:

Initial project ordinances reflected entire amount in Capital Outlay. This ordinance redistributes to appropriate accounts.

PREVIOUS LEGISLATIVE ACTION

Capital Project Ordinance adopted by Council August 9, 2010 for \$3,958,000.
 Capital Project Ordinance Amendment adopted by Council December 13, 2010 for \$1,042,000.
 Capital Project Ordinance Amendment

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Capital Project Ordinance adopted by Council August 9, 2010
 Capital Project Ordinance Amendment adopted by Council December 13, 2010
 Capital Project Ordinance 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 CAPITAL PROJECT ORDINANCE FOR
THE RECOVERY ZONE BOND STORM WATER PROJECTS
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 Storm Water Capital Project be increased or decreased by the following amounts:

58-90-5710-0400	Professional Services	\$ 41,827
58-90-5710-0405	Engineering	508,005
58-90-5710-4500	Construction	4,060,902
58-90-5710-7100	Acquisition	155,950
58-90-5710-7400	Capital Outlay	(5,000,000)
58-90-5710-9900	Contingency	<u>233,316</u>
	Total	\$ 0

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Adopted this the 14th day of March, 2011.

MAYOR

ATTEST:

CITY CLERK

Adopted this the 9th day of August, 2010.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

**MOVED FROM CONSENT- ITEM C: ADOPT – BUDGET ORDINANCE
AMENDMENT TO REDUCE GENERAL FUND AND STORM WATER FUND
REVENUES AND APPROPRIATIONS TO ESTABLISH THESE PROJECTS AS
CAPITAL PROJECTS**

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted a Budget Ordinance Amendment to reduce General Fund and Storm Water Fund revenues and appropriations.

**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 Storm Water Fund be decreased in the amount of \$3,958,000 in the account Recovery Bond Proceeds, account number 34-90-3710-8900.

Section 2. That account number 34-90-5710-7400, Capital Outlay, portion of the Storm Water Fund appropriations budget be decreased in the amount of \$3,958,000.

Section 3. That the Estimated Revenues in the General Fund be decreased in the amount of \$42,000 in the account Recovery Zone Bond Proceeds, account number 10-00-33920-9200.

Section 4. That account number 10-10-4340-7400, Capital Outlay, portion of the General Fund appropriations budget be decreased in the amount of \$42,000.

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

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

Adopted this the 9th day of August, 2010.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

**ADOPT – CAPITAL PROJECT ORDINANCE RZEDB STORM WATER
DRAINAGE PROJECTS**

Councilman Mercer requested the following changes: Section 1. following the word improvement insert the word "primarily" in the Jack's Creek basin and add a new Section 7. with the language being provided by Councilman Mercer and the remaining sections be re-numbered 8,9,10,11, &12. Please note the language below:

New Section 7. Language: In order to repay the debt service from the proceeds of the Bond sales, the City will annually appropriate funds from the revenue generated by collection of Stormwater Fees until adequate funds are available for the repayment of the debt. In no case shall the appropriation be less than \$400,000 a year.

By motion of Councilman Mercer, seconded by Council Davis, Council adopted an amended Capital Project Ordinance RZEDB Storm Water Drainage Projects with a new section 7 and with the inclusion of the word "primarily" in section 1. **Councilman Mercer amended motion:** fees adequate or available for the repayment of the debt but in no case shall the appropriation be < \$400,000 a year.

Mr. Rauschenbach requested clarification and Councilman Mercer stated if the stormwater fees that are in place this year generates \$300,000 that every year from now on that appropriation would not be less than \$300,000. If you have to adjust the stormwater fee schedule to insure that you get that \$300,000 then you would do so. Mr. Rauschenbach noted when looking at the project proposal after removing the labor out of the stormwater fund back to the general fund based on projections in this year's budget the stormwater fees are approximately \$500,000 and after you reduce the stormwater operations (etc.) you will end up with a little north of \$300,000 a year. The positive cash flow into the stormwater would be available for debt service. Councilman Mercer stated if you put the \$500,000 into debt service for this project you will have enough to pay it off in roughly eight years. Mayor Jennings suggested we don't have \$500,000 nota cording to Mr. Rauschenbach. Mr. Rauschenbach stated the net is \$305,000 and the debt service for this will be \$345,000 for the \$3,958,000 and explained where the monies would be applied. Mr. Rauschenbach noted there would be a \$40,000 shortfall in the net fees as they exist today unless some other expenses are moved back to the general fund. Approximately \$40,000 a year will have to be used out of the stormwater \$490,000 fund balance to make up the difference unless other action is taken. This will last twelve years and the debt is set up for fifteen years. Mr. Lewis mentioned the regular intent of the funds was for projects, so everyone is right in what has been stated. After the fees were enacted they went into salaries and routine maintenance so basically very little fund balance was accumulated. This past fiscal year, Council started cutting a big chunk out of this to the tune of \$305,000. The thought process was this is the first step and that the next fiscal year we would possibly look at funding more of those items that were left in the stormwater fund out of the general fund. Mr. Lewis suggested according to Mr. Rauschenbach figures another \$40,000-\$45,000 funded out of the general fund would completely cover the debt for the next fifteen years. Mayor Jennings elaborated by stating with the newly created cash flow from taking the positions out that gave us \$300,000 that we didn't have before. Also, we have \$490,000 in fund balance that we have accumulated over time. That \$490,000 plus the new cash flow covers the debt. The final number to pay back the debt on the 4 million dollars is \$345,000 per year. Councilman Mercer requested, a t this time, to take the next big step and commit this money to projects and debt service and if we have personnel positions that need to be maintained, they should go some other place. **Point of clarification made by Mayor Jennings:** No one on this Council including this Mayor was in the group that changed the initial practice of voting to put positions there. Mayor Jennings stated we have a need for \$345,000 per year out of the \$500,000 to carry the debt. If we commit the entire \$500,000 we will retire it earlier but we will not have any flexibility around our fees and what we use them for above the \$345,000. Do we want to earmark all the fees for this particular bond issue? Mayor Pro tem Roberson inquired at what juncture are we just going to do Capital Improvement Programs for storm drainage and not include all this other information concerning i.e., salaries, nutrients (etc.) and Mayor Jennings noted there are no salaries in there now. Following discussion: Please see the amended motion.

**A CAPITAL PROJECT ORDINANCE FOR THE RECOVERY ZONE BOND
STORM WATER PROJECTS
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, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is for storm water drainage improvements primarily in the Jack's Creek basin funded by Recovery Zone Economic Development Bonds.

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

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

58-90-5710-7400	Capital Outlay	\$3,958,000
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Section 4. The following revenue is anticipated to be available for this project:

58-90-3710-8900	Recovery Zone Bond Proceeds	\$3,958,000
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Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the grantor agency and grant agreement.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments that are due. Reimbursement requests should be made to the loan agency in an orderly and timely manner.

Section 7. In order to repay the debt service from the proceeds of the Bond sales, the City will annually appropriate funds from the revenue generated by collection of Stormwater Fees until adequate funds are available for the repayment of the debt. In no case shall the appropriation be less than \$400,000 a year.

Section 8. The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 9. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this capital project in every budget submission made to the City Council.

Section 10. Copies of this capital project ordinance shall be furnished to the City Clerk, Budget Officer, and Finance Director for direction in carrying out this project.

Section 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 12. This ordinance shall become effective upon its adoption.

Adopted this the 9th day of August, 2010.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

MEMO – 2010-2011 FEE MANUAL: ELECTRIC DEPOSITS

Councilman Mercer noted that the fee manual adopted last year when the budget was adopted had the language in there that is shown as being the 09-10

include improvements in the Jack's Creek drainage basin from a point just south of 8th Street, southward and eastward toward Park Drive. This portion of the project will include replacing the culvert at/near the intersection of 7th and Harvey Streets, removing and/or upgrading the culvert between 7th Street and John Small Avenue and installing a submersible pump at the Jack's Creek storm water pump station. Improvements within Smallwood include replacing undersized pipe in the Northwood Road area near Rowan Place and Eden Drive as well as replacing undersized pipes under and/or along Reed Drive, Alderson Road and Lawson Road and laying the slopes back along the ditch east of South Reed Drive to Keysville Road. The Airport Canal drainage area will see additional storage capacity in swales in and around Heritage Park, siltation removed from sections of the canal bottom as well as undersized culverts upgraded under the Wilco-Hess station and the Grimes farm path. See attached maps for locations and narrative describing the proposed work for more information. A revised recommended budget is also attached. These projects, once completed, should help reduce the frequency and duration of flooding during severe rain events.

Durk Tyson, Rivers and Associates stated the project was bid in November with a base bid of some work in each of the three drainage districts and included some bid alternates. After last month's Council meeting some additional work in Smallwood was priced with T.A. Loving. Councilman Mercer stated that last month Council authorized the signing of the contract with T.A. Loving. For \$3.5 million. Mr. Lewis stated that Alternate 1 originally included Lawson Road to Lodge Road and redoing all the storm drains in that area. What we did in order to accommodate the Northwood project was reduce the scope of Alternate 1 to include one set of cross pipes at Reed Drive, north of Lawson Road. This allowed the construction portion to be kept at \$3.5 million. Mr. Lewis said the motion should have been to "tentatively" award the contract to T.A. Loving. Mr. Lewis stated that if we don't lay back the banks of Jack's Creek and install submersible pumps this will allow the water level to be pumped down in the Creek an additional four feet prior to a storm to allow extra storage capacity. Also by installing the pump and not laying the banks back will allow the Greenway Plan to stay on target in that area.

By motion of Councilman Moultrie, seconded by Councilman Pitt, Council authorized the Manager to sign a construction contract with T.A. Loving Company for storm water improvements in various parts of the City and accept the recommended budget as revised in the amount of \$3,800,902.

AMEND – STORM WATER CAPITAL PROJECT ORDINANCE

The storm water project was revised to include work in the Northwood area and final construction bids.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council amended the Storm Water Capital Project Ordinance by \$1,042,000 to reflect the final scope of the project.

**AN ORDINANCE TO AMEND THE CAPITAL PROJECT ORDINANCE FOR
THE RECOVERY ZONE BOND STORM WATER PROJECTS
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 Storm Water Capital Project be increased in the amount of \$ 1,042,000 in the account Recovery Bond Proceeds, account number 58-90-3710-8900.

Section 2. That account number 58-90-5710-7400, Capital Outlay, portion of the Storm Water Fund appropriations budget be increased in the amount of \$1,042,000.

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 13th day of December, 2010.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: March 14, 2011
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 #8765, CCI Spectrum, Inc., \$67,743, line wet well at 5th & Respass pump station. \$100,000 was budgeted for this project in account 32-90-8230-7400.

PREVIOUS LEGISLATIVE ACTION

2010-2011 adopted budgets and budget amendments

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Requisition # 8765

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

Requisition Form

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

Requisition #:8765
PO #: Not Assigned
User Name: Adam Waters

Date: 03/04/2011
Approved By: Allen Lewis
Approved Code: Awaiting Final Approval
Total Amount: \$67,743.00

CCI SPECTRUM, INC.
SPECTRASHIELD LINER SYSTEMS
JACKSONVILLE, FL 32241

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	LINE WETWELL AT 5TH & RESPESS PUMP STATION AS PER QUOTED BY CCI SPECTRUM, INC ON 1/24/2011		\$67,743.00	\$67,743.00
Sub Total				\$67,743.00
Total Tax				\$0.00
Total				\$67,743.00

Account Number	Account Description	Amount
32-90-8230-7400	CAPITAL OUTLAY	\$67,743.00
Total		\$67,743.00

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
3/7/2011	DEPT LEVEL APPROVAL	Allen Lewis	Not Assigned

This Requisition is awaiting Final PO Approval

Approval List

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



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: March 3, 2011
Subject: Public Hearing: To consider a preliminary site plan approval of Alderbrook Pointe Development located off West 15th Street & Pierce Street Ext.
Applicant Presentation: Steve Rice, Rice & Associates
Staff Presentation: John Rodman, Planning and Development
Dot Moate, Planning Board Chairman

RECOMMENDATION:

I move we accept the recommendation of the Planning Board and approve the preliminary site plan of Alderbrook Pointe Development subject to conditions by the Technical Review Committee marked as Attachment "A" on the City Council Action form.

BACKGROUND AND FINDINGS

The development is an assisted living facility and being proposed by NDC of Cleveland, Ohio and was presented by Mr. Steve Rice, of Rice & Associates. The property contains approximately 7.5 acres and the number of living units created is 64. The development will be located within the City Limits and will be served by City utilities. The property is currently zoned O&I (Office & Institutional) and multi-family is a permitted use within that zoning classification. The recommendation for approval by the Planning Board was unanimous with the attached conditions.

PREVIOUS LEGISLATIVE ACT

Final Subdivision Plat approval

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Site Plan, Map
Technical Review Committee Comments

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



City of Washington

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

February 16, 2011

Steve Rice
Rice & Associates, PLLC
133 Lockhart Drive
Beaufort, NC 28516

RE: Preliminary Site Plan Review Comments Alderbrook Pointe

Parks and Recreation Department Comments:

Approval recommend as submitted. Contact Philip Mobley at 252-975-9367 Ext 224 with any questions.

Fire-Rescue-EMS Services Department Comments:

Approval recommended based on the attached conditions. Contact Jasper Hardison at 252-948-9402 with any questions.

Police Department Comments:

Approval recommend as submitted. Contact Cliff Hale at 252-975-9436 with any questions.

Public Works Department Comments:

No comments received as of 2/16/11. Contact Allen Lewis at 252-975-9332.

Building Inspections Department Comments:

Approval recommend as submitted. Contact Alan Pittman at 252-975-9304 with any questions.

Electric Utilities Department Comments:

Approval recommended based on the attached conditions. Contact Alston Tankard at 252-943-4889 with any questions.

NC Department of Transportation Comments:

No Comments received as of 2/16/11. Contact Woody Jarvis at 252-946-3054.

Planning Department Comments:

Approval recommended based on the following conditions.

1. Offsite sign is not permitted as shown on plan. Any onsite entrance signage needs to be denoted on plan.

Contact Glen Moore at 252-975-9317 with any questions.

City of Washington
Department of Fire-Rescue-EMS Services
Office of the Fire Marshal

410 North Market Street Washington, NC 27889
Phone: (252) 948 - 9402 Fax: (252) 975 - 6048

Division Chief Jasper Hardison - Fire Marshal *JCH*

PROJECT: Alderbrook Point Preliminary Site Review
ADDRESS: Pierce Street Extension
PLANS DATE: 02-07-11
REVIEW DATE: 02-15-11

SITE PLAN COMMENTS:

- Fire Apparatus Access Roads: ***Before any combustible construction materials are delivered onto site, Fire Apparatus Access Roads with an approved all weather driving surface 26 feet in width with a capacity to support the imposed load of a 75,000 pound fire apparatus shall be installed and inspected by the fire marshal's office.***
- Fire Hydrant See Appendix C of The NC Fire Code Fire (Contact Fire Marshal for Hydrant Placement) ***Hydrants okay per plan after clarification conversation with Steven Rice on 02-15-11***
- Fire Flow Requirements See Appendix B table 105.1 of the NC Fire Code Fire. ***Fire Flow cannot be determined until building plans are submitted***
- Complete set of sprinkler plans shall be submitted for approval and permit issued before any system component is installed. Fire hydrant and FDC locations shall be approved by Fire Marshal. ***Building Plans shall note FDC Location, DBFP location, size of piping and all valves,***

The approval of plans does not constitute an approval of construction methods, devices and/or construction materials. All construction materials and methods, devices, and systems shall be approved contingent of each meeting the intent of the North Carolina Fire Code and all other applicable standards.

WASHINGTON ELECTRIC UTILITIES
Washington, North Carolina

Underground Subdivision Service Schedule

* Electric Dept.
Alton Jankard
(252) 943-4889
atankard@washingtunc.g

AVAILABILITY

This Schedule of Fees is intended to be used to determine the cost to developers for the installation of underground primary facilities by Washington Electric Utilities.

This Schedule of Fees shall apply when service requested to a subdivision of property where single family, multi-family, commercial, industrial, or multi-use is intended for the property.

This Schedule of Fees defines a subdivision of property where two or more ultimate customers benefit from the installation of common utility facilities.

This Schedule of Fees only applies to the installation of underground primary facilities and is not intended to address the cost of individual secondary services to properties.

All electric service from Washington Electric Utilities is subject to the City's Code of Ordinances and Electric Service Policies. The City Code, Electric Service Policies, Rate Schedules, and this Service Schedule may be amended by the City Council.

DEVELOPER FEES

Single Family Residential Subdivision	\$500 per lot
Multi-Family Residential Development	\$3,000 per building

Multi-Unit Nonresidential Development
Fees for multi-unit nonresidential developments will be based on the estimated cost of underground facilities less the estimated cost for overhead facilities.

Planned Unit Development Zoning	
Residential Detached	\$250 per dwelling
Residential Multi-Unit Attached	\$100 per dwelling
Non-Residential Detached	\$500 per dwelling
Non-Residential Multi-Unit Attached	\$2,500 per building

Credits may be provided as a deduct from the above fees to developers who provide and install facilities. These credits will be based on difference in the financial impact of Washington Electric Utilities installed facilities versus developer installed facilities.



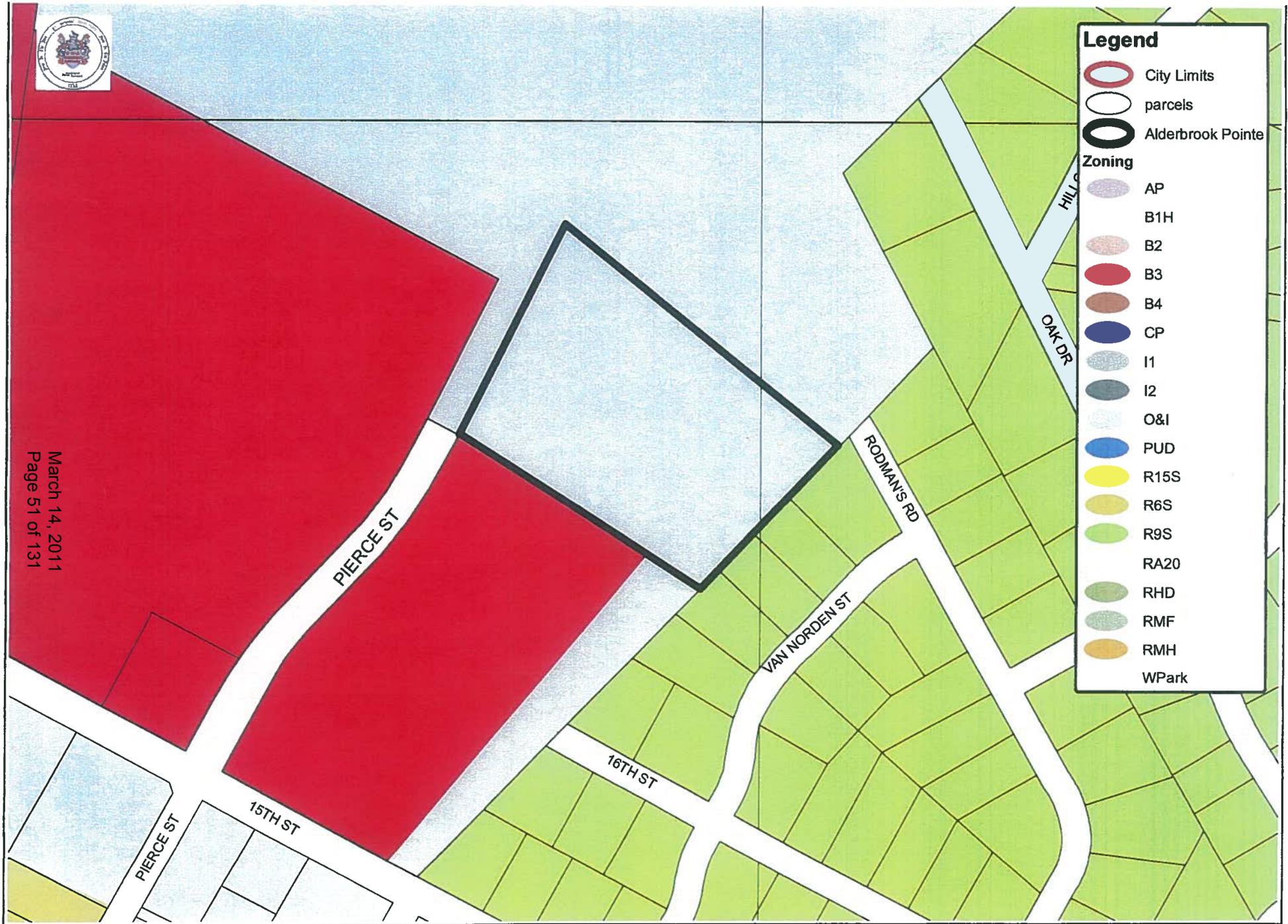
March 14, 2011
Page 51 of 131

Legend

- City Limits
- parcels
- Alderbrook Pointe

Zoning

- AP
- B1H
- B2
- B3
- B4
- CP
- I1
- I2
- O&I
- PUD
- R15S
- R6S
- R9S
- RA20
- RHD
- RMF
- RMH
- WPark



City of Washington
Alderbrook Pointe
Zoning Map

1 inch = 220 feet
 Feet
 0 25 50 100 150 200

An Agreement between Alderbrook Pointe L.P. and the City of Washington, North Carolina, Regarding the Construction of a Sidewalk on a Certain Property within the Corporate Boundaries of the City of Washington

- 1) On February 22, 2011, the Planning Commission of the City of Washington recommended that City Council grant approval of the Site Plan to construct 64 dwelling units on a parcel of land containing approximately 7.63 acres located generally southeast of the intersection of North Pierce Street and Future Rodman's Road, See Exhibit A.
- 2) One condition of the recommendation was for the applicant, Alderbrook Pointe L.P., to escrow the cost of a five-foot wide sidewalk along the property boundaries, as estimated by the Engineer, as follows and as shown on Exhibit A to be constructed by Alderbrook Pointe L.P.
 - a. North Pierce Road, beyond the roadway extension required to the intersection of future Roadman's Road-
 - b. Future Rodman's Road from its current point of termination to the intersection of future North Pierce Road extension.
- 3) This sidewalk would be constructed at the time of development of the properties located to the north or west of the parcel owned by Alderbrook Pointe L.P. utilizing these escrowed funds. The construction and any additional costs would be solely the responsibility of the future developer of the neighboring parcels or the City of Washington.
- 4) The construction cost to be borne by Alderbrook Pointe L.P. is \$14,760 based on the following:
 - a. The length of the sidewalk is 1230 feet
 - b. The engineer's construction estimate based on current costs for a 5' wide, 4" thick, 3,000 PSI concrete sidewalk is \$12 a linear foot
- 5) The funds will be held in escrow by the City of Washington in a dedicated account to be created by the Clerk-Treasurer for the City.
- 6) The funds will be held in the dedicated account for either five (5) years or the development of the properties to the north or west of the property to be owned by Alderbrook Pointe L.P. and the construction of a five-foot wide sidewalk as shown in Exhibit A, whichever is sooner.
- 7) Should the sidewalk not be constructed, all escrowed funds together with interest at a rate of Prime +3% up to \$100,000 shall be returned to Alderbrook Pointe L.P., its successors, or the owner of the property described in Exhibit A.
- 8) Any escrowed funds remaining after the construction of the sidewalk shall be remitted to the City of Washington for the on-going development and maintenance of sidewalks within the corporate limits of the City.

Alderbrook Pointe L.P.,

a North Carolina limited liability company

By: NRP Alderbrook Pointe LLC,

a North Carolina limited liability company, its Managing Member

By: _____

Name: _____

Title: Managing Member

CITY OF WASHINGTON

By: _____

Name:

Title, City of Washington, North Carolina

ATTEST: _____

Name

Title, City of Washington, North Carolina



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: March 3, 2011
Subject: Public Hearing: To consider a program amendment to the City's FY 05 CDBG Housing Development project at Keys Landing.
Applicant Presentation: Reed Whitesell, Holland Planning
Staff Presentation: John Rodman, Planning and Development

RECOMMENDATION:

I move we accept the program amendment and proceed with the completion of a smaller scale infrastructure project to serve Phase I of the proposed Keys Landing Subdivision.

BACKGROUND AND FINDINGS

The FY 05 CDBG Keys Landing Housing Development project was originally developed to construct and serve low-to-moderate income (LMI) individuals with 12 housing units. The program amendment has been developed in order to proceed with Phase I of the project that will contain the infrastructure necessary to construct 5 housing units that will serve LMI individuals. The total cost of the FY 05 CDBG Housing Development Project is \$310,000, 81% of which is being financed with CDBG funds.

PREVIOUS LEGISLATIVE ACT

Total project development approved

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Letter – Reinstatement of Grant

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

DRAFT

February 11, 2011

Ms. Vickie L. Miller, Director
North Carolina Division of Community Assistance
4313 Mail Service Center
Raleigh, North Carolina 27699-4313

Re: Reinstatement of Grant
CDBG Grant #05-C-1490

Dear Ms. Miller:

The City of Washington has reviewed your letter dated February 3, 2011, related to reinstatement of the city's FY05 CDBG Housing Development grant. The city again thanks the agency for the opportunity to proceed with the housing development activities and expend the remaining CDBG funds available. We wish to proceed with the activities outlined in our proposal and timeline dated January 31, 2011, and we agree to the stipulations outlined in your response as follows:

- The city hereby formally requests a waiver to change the amount of CDBG funds available for each LMI housing unit to be constructed from \$18,000 to \$50,000. The city and Metropolitan Housing and CDC, Inc., agree to construct the Phase I infrastructure and five (5) Phase I housing units as outlined in our 1/31/11 proposal. We consider this a reasonable and prudent use of taxpayer funds for the following reasons:
 1. The subdivision parcel has been acquired; a revised ERR for the substitute parcel has been submitted; and all title, survey, and engineering design for the entire proposed 12-unit subdivision has been completed. Abandonment of the project at this point would negate the value of those efforts to the city and to taxpayers.
 2. The parcel already acquired with FY05 CDBG-HD funds will provide the land needed for the seven (7) additional units proposed for the Keysville Road subdivision. The infrastructure proposed for completion with FY05 CDBG-HD funds is necessary to allow construction of the additional infrastructure required to serve the seven additional units.
 3. Following completion of this project, the city and the developer plan to proceed with development of the infrastructure to serve the remaining seven housing units and actual construction of the additional units. If CDBG funds are unavailable to complete the remaining infrastructure, the city and developer will seek alternate sources of funds to proceed with completion of the entire 12-unit subdivision.
 4. The city and the developer have maintained a long and successful partnership in providing low- and moderate-income housing to the citizens of our city. Reinstatement of this grant will serve as a positive administrative ruling by the agency that will help maintain this successful relationship.

- The city will hold an amendment public hearing and submit a formal program amendment including a revised budget, benefit, and time extension request to DCA no later than March 11, 2011.
- The city attorney is preparing a legally-binding commitment (LBC) to be approved by City Council in March, which will include the performance measures related to financing and LMI occupancy outlined in your 2/3/11 letter. The city will submit its sales and marketing plan for the project with the program amendment.
- The city understands that the agency has made no representation or promise that additional CDBG funding will be made available for Phase II of the project.

We are working on re-design and negotiation with the low bidder for the Phase I infrastructure and your compliance staff is currently reviewing the revised ERR. We will keep Ms. Nolan apprised of our progress. Thank you again for your understanding and support.

Sincerely,

Archie Jennings
Mayor



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: March 3, 2011
Subject: Public Hearing: Adopt an ordinance to amend Chapter 40, Section 40-93, Table of Uses, of the Code of Ordinances of the City of Washington.

Applicant Presentation: Department of Planning and Development
Staff Presentation: Dot Moate, Planning Board Chairman
 John Rodman, Planning and Development

RECOMMENDATION:

I move that the City Council approve the Ordinance to amend Chapter 40, Article IV, Zoning Districts, Section 40-93, Table of Uses, by adding Double Wide Manufactured Homes as a Special Use in the RA-20 (Residential Agricultural) Zoning District with the attached conditions.

BACKGROUND AND FINDINGS:

Double-Wide (DW) Manufactured Homes will be permitted only by Special Use Permit issued by the City of Washington Board of Adjustment in the RA-20 zoning districts within the City's ETJ and outside the Flood Hazard Area only. This will apply only to DW manufactured homes to be located on individual residential lots and used solely as permanent, single family, residential structures. (The storage or parking of manufactured homes or the location of a manufactured home park or any other non-residential use of a manufactured home is not the intent of this amendment and is not permitted per the existing zoning regulations.) Planning Board did not recommend approval of the text amendment.

PREVIOUS LEGISLATIVE ACTION

Planning Board – January 2011, February 2011

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance, Permitted Uses, Map

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

An Ordinance to Amend Chapter 40, Zoning, Article IV,
Section 40-93, of the Washington City Code

WHEREAS, NCGS 160A-385 authorizes local governments to amend ordinances regulating land use within their jurisdiction; and

WHEREAS, the amendment set out below is made in accordance with NCGS 160A-364; and

WHEREAS, the amendment set out below is intended to promote the public health, safety, and welfare by amending the City Code to define and regulate Double-Wide Manufactured Homes, and to add prescribed conditions for such uses.

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

Section 1. That **Chapter 40. Article VI, Section 40-93, Table of Uses**, be amended by adding that **Double-Wide Manufactured Homes** will be permitted only by Special Use Permit issued by the City of Washington Board of Adjustment within the RA-20 (Residential Agricultural) Zoning District with specific criteria.

Section 2. That **Chapter 40. Article VI, Section 40-119, Index to Listed Uses**, be amended by adding as follows:

(tt) Double-Wide Manufactured Homes on Individual Residential Lots.

Section 3. That **Chapter 40. Article VI, Section 40-120, Listed Uses, Specific Criteria**, be amended by adding **(tt) Double-Wide Manufactured Homes on Individual Residential Lots** as follows:

Definition – A dwelling unit, designed for use as a permanent residence, which is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported for installation and/or assembly on the building site.

- (1) Site Plan. A site plan shall be prepared containing a description of the property and denoting all existing and proposed site improvements. Site plan must be approved prior to the installation of any site improvements and also prior to the moving of the manufactured home on the proposed site.

- (2) Approval. Site plan shall be approved in accordance with Article XVIII of this chapter, pertaining to site plan review.
- (3) Lot of Record. DW manufactured Homes shall be limited to one (1) per lot. The same person must own both the home and the land.
- (4) In no cases shall a DW manufactured Homes be located within the 100 year flood plain (Zone AE).
- (5) A DW manufactured home may be no greater than 5 years old at the time of setup permit application and must meet or exceed the construction standards by the US Department of Housing and Urban Development.
- (6) A DW manufactured home must have a minimum width, as assembled on site, of 20 feet.
- (7) Roof pitch of a DW manufactured home will have a minimum nominal vertical rise of 3 inches for each 12 inches of horizontal run. Roofing surface must be asphalt or fiberglass shingles.
- (8) The DW manufactured home must be positioned on the building lot so that the primary (front) entrance of home is facing a street designated as public or private.
- (9) A DW manufactured home setup must comply with all standard residential site criteria, including but not limited to, lot size and setback requirements for the RA-20 zoning district.
- (10) The primary entrance must have a landing which is no smaller than 6 feet by 6 feet in size and constructed of either masonry, treated or composite lumber material.
- (11) A continuous, permanent masonry curtain wall, unpierced except for required ventilation and access, must be completely installed under the manufactured home prior to a final inspection approval by the City Building Inspector.
- (12) Any site-built additions to the manufactured home such as covered porches or sunrooms, must comply with North Carolina State Residential Building Code Requirements.
- (13) The tongue, axles, transporting lights, and towing apparatus must be removed from the building site after placement of home on lot and before occupancy is allowed.

(14) No DW manufactured home shall be occupied until the home has been inspected and approved for compliance by City Building Inspector.

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

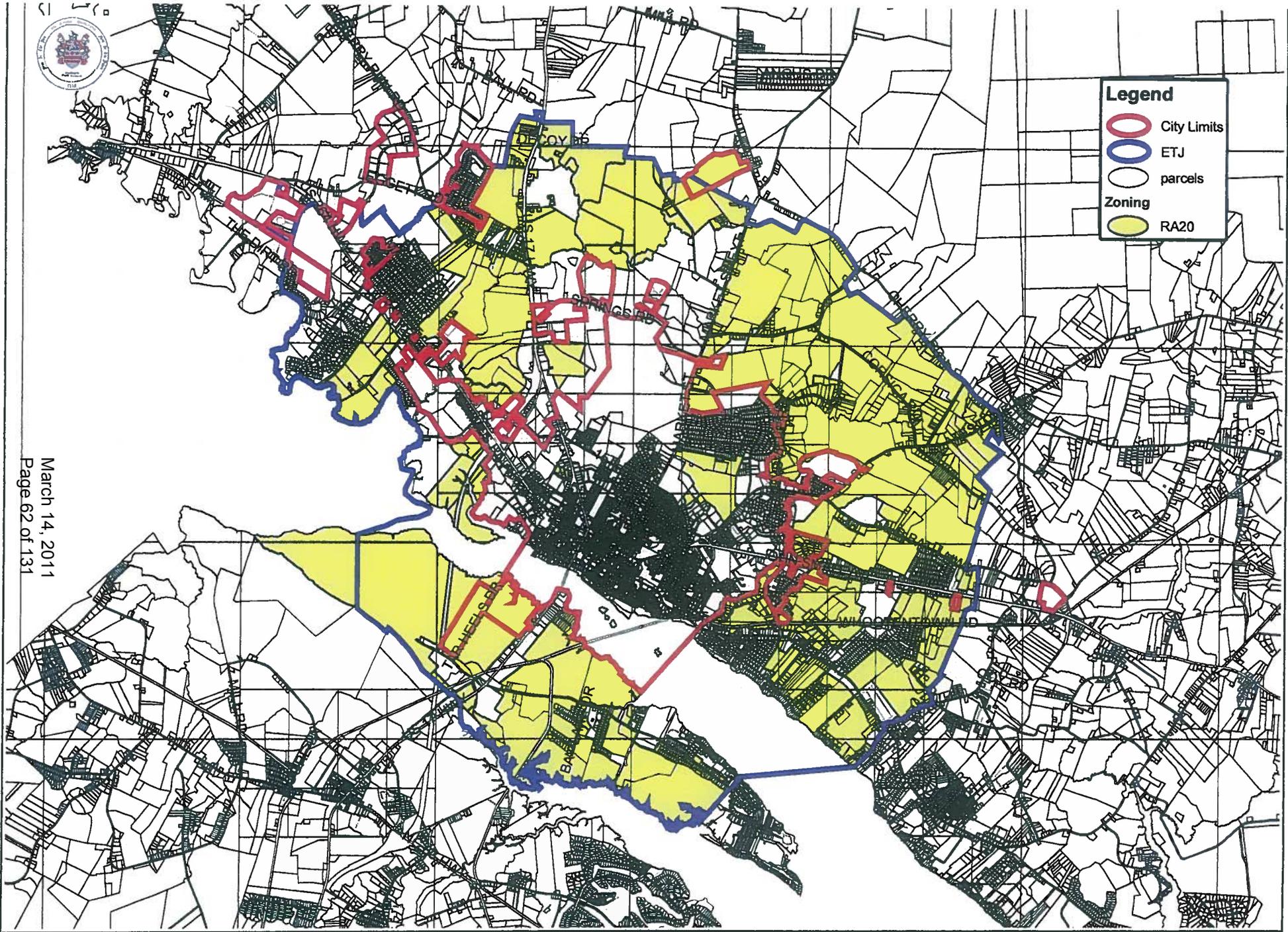
Section 5. All Ordinances or parts in conflict herein are repealed.

Adopted this _____ day of _____, 20____.

N. Archie Jennings, Mayor

ATTEST:

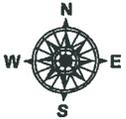
Cynthia S. Bennett, City Clerk



Legend

-  City Limits
-  ETJ
-  parcels
- Zoning**
-  RA20

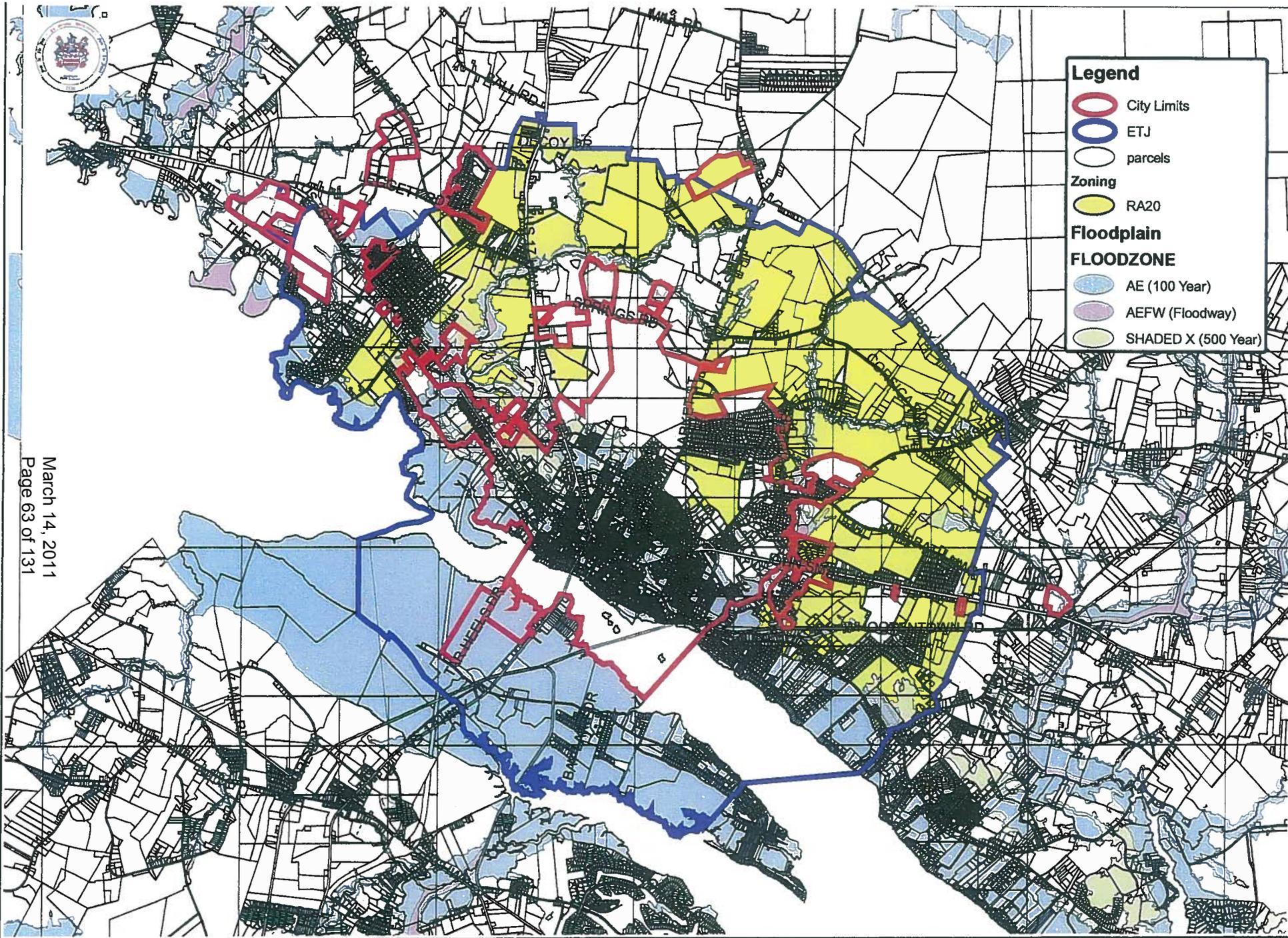
March 14, 2011
Page 62 of 131



City of Washington
Zoning Map
RA-20 Zoning District

1 inch = 6,500 feet





Legend

- City Limits
- ETJ
- parcels
- Zoning**
- RA20
- Floodplain**
- FLOODZONE**
- AE (100 Year)
- AEFW (Floodway)
- SHADED X (500 Year)

March 14, 2011
Page 63 of 131

City of Washington
Zoning Map
Flood Zone

1 inch = 6,500 feet



Feet
07305003,0004,5006,000

Masonry Underpinning Examples





City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: March 3, 2011
Subject: Public Hearing: Adopt an ordinance to amend Chapter 40, Section 40-93, Table of Uses, of the Code of Ordinances of the City of Washington.

Applicant Presentation: Department of Planning and Development
Staff Presentation: Dot Moate, Planning Board Chairman
 John Rodman, Planning and Development

RECOMMENDATION:

I move that the City Council accept the recommendation of the Planning Board and approve the Ordinance to amend Chapter 40, Article IV, Zoning Districts, Section 40-93, Table of Uses, by adding **Commercial Marinas** will be permitted only by Special Use Permit issued by the City of Washington Board of Adjustment within the O&I (Office & Institutional) Zoning District.

BACKGROUND AND FINDINGS:

Commercial Marinas are not a listed use within the City of Washington's Zoning Ordinance's Table of Uses in the O&I Zoning District. The Planning board felt it necessary that text needed to be added to the City's Ordinance to help regulate these activities along the waterfront zoning districts. Marinas would be allowed with a Special Use Permit from the Board of Adjustment and could meet the attached specific criteria.

PREVIOUS LEGISLATIVE ACTION

Planning Board – February 2011

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance, Permitted Uses, Map

City Attorney Review:	_____	Date By: _____ (if applicable)
Finance Dept Review:	_____	March 14, 2011 _____ (if applicable)
City Manager Review:	_____	Page 66 of 131 _____
Recommendation _____ Date _____		Concur _____ Recommend Denial _____ No

An Ordinance to Amend Chapter 40, Zoning, Article IV,
Section 40-93, of the Washington City Code

WHEREAS, NCGS 160A-385 authorizes local governments to amend ordinances regulating land use within their jurisdiction; and

WHEREAS, the amendment set out below is made in accordance with NCGS 160A-364; and

WHEREAS, the amendment set out below is intended to promote the public health, safety, and welfare by amending the City Code to define and regulate a Commercial Marina, and to add prescribed conditions for such uses.

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

Section 1. That **Chapter 40. Article VI, Section 40-93, Table of Uses**, be amended by adding that a **Commercial Marina** will be permitted only by Special Use Permit issued by the City of Washington Board of Adjustment within the O&I (Office & Institutional) Zoning District.

Section 2. That **Chapter 40. Article VI, Section 40-119, Index to Listed Uses**, be amended by adding as follows:

(uu) Commercial Marina.

Section 3. That **Chapter 40. Article VI, Section 40-120, Listed Uses, Specific Criteria**, be amended by adding **(uu) Commercial Marina** as follows:

Definition – A business adjacent and contiguous with public trust waters as defined by the Coastal Area Management Act under section 15A NC Admin., Code 7H, in which its primary use is to provide both in-water docking/mooring of boats.

- (1) Site Plan. A site plan shall be prepared by a licensed architect or engineer and contain a metes and bounds description prepared by a licensed registered surveyor in the state.
- (2) Approval. A site plan shall be prepared and approved in accordance with Article XVIII of this chapter, pertaining to site plan review.
- (3) Lot of Record. Commercial Marinas shall be limited to one (1) per lot. The lot of record on which such use is located must be at least 1 acre in size and must be adjacent and contiguous with public trust waters as defined by the Coastal Area Management Act under section 15A NC Admin., Code 7H.

- (4) Stormwater plan. A stormwater management plan is required and must comply with the city's stormwater management provisions and demonstrate specific design components intended to minimize impact on contiguous public trust waters and coastal wetlands, as defined by 15A NC Admin., Code 7H.
- (5) Dimensional Standards:
1. Lot size: Minimum of 1 acre.
 2. Minimum lot width: one hundred (100) feet.
 3. Minimum front yard setback: fifty (50) feet.
 4. Minimum side yard setback: twenty (20) feet.
 5. Minimum corner yard setback: twenty (20) feet.
 6. Minimum rear yard setback: twenty (20) feet.
 7. Minimum shoreline setback: fifty (50) feet.
 8. Maximum height: The maximum height of any accessory structure shall be forty five (45) feet.
- (6) All Marinas shall provide pump out facilities.
- (7) Boat ramps are permitted.
- (8) Off street parking: Off street parking shall be provided at the ratio of one (1) parking place per every six (6) wet boat mooring slips. Off street parking is allowed in the minimum setback requirement but to closer than ten (10) feet to any property line and forty (40) feet to any shoreline.
- (9) Bufferyards, landscaping. Bufferyards/landscaping requirements shall be in compliance with Article VII of this chapter. This use shall be classified as a V – high impact recreational use.
- (10) Lighting. All on-site lighting must be directed away from contiguous lots of record. Illumination of 15A NC Admin., Code 7H, public trust areas shall be limited to dock/pier areas.
- (11) Navigation. The location of any docks/piers and drystack storage must not impede safe navigation of public trust waters.

(12) Access. All marina facilities must have direct access to public rights-of-way designated to accommodate vehicular traffic.

(13) Adopted Plans. The Board of Adjustment may provide additional requirements as it deems necessary in order to ensure the proposed project is compatible with the city CAMA Core Land Use Plan, and the city's comprehensive plan or any other adopted plans regulating uses.

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

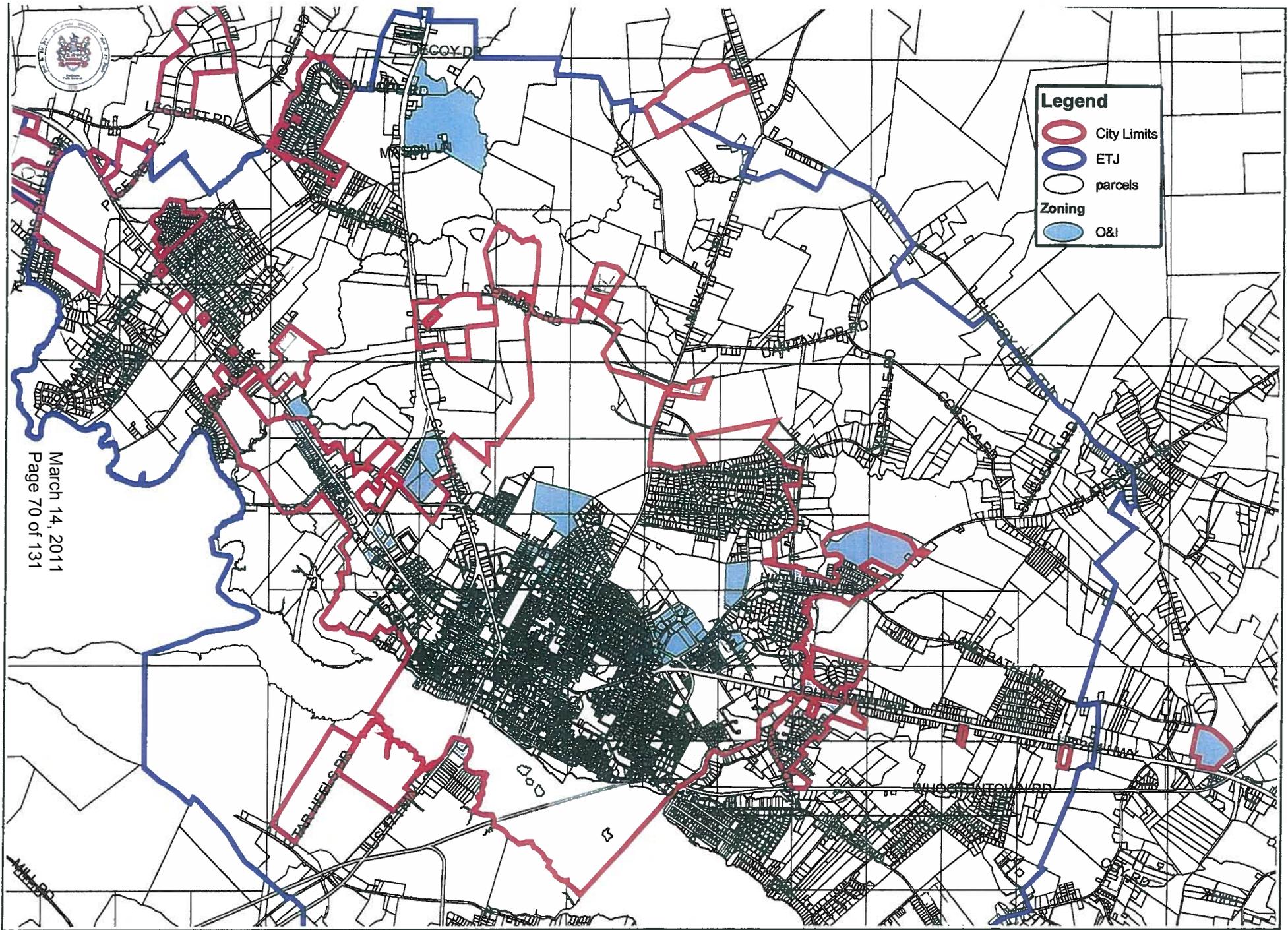
Section 5. All Ordinances or parts in conflict herein are repealed.

Adopted this _____ day of _____, 20____.

N. Archie Jennings, Mayor

ATTEST:

Cynthia S. Bennett, City Clerk



Legend

-  City Limits
-  ETJ
-  parcels
- Zoning**
-  O&I

March 14, 2011
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City of Washington
Zoning Map

1 inch = 4,200 feet





Tar River

BRIDGE ST

March 14, 2011
Page 71 of 131

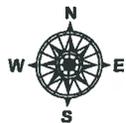
US 17 HWY

Pamlico River

Legend

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

RESPESS ST
STEW



City of Washington Bridge Harbor Property Zoning Map

1 inch = 270 feet





City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: March 3, 2011
Subject: Public Hearing: Adopt an ordinance to amend Chapter 40, Section 40-407, Temporary Signs, of the Code of Ordinances of the City of Washington.
Applicant Presentation: Department of Planning and Development
Staff Presentation: Dot Moate, Planning Board Chairman
John Rodman, Planning and Development

RECOMMENDATION:

I move that the City Council accept the recommendation of the Planning Board and approve the Ordinance to amend Chapter 40, Article XVI, Signs, Section 40-407, Temporary Signs, by adding theatrical event signs as a temporary sign allowed without a sign permit.

BACKGROUND AND FINDINGS:

The Department of Planning and Development received a request to allow theatrical event and concert signs as part of the temporary sign program that allows temporary signs without the issuance of a sign permit. These signs are limited in their duration and can only be put out in conjunction with a scheduled event. The Planning Board voted unanimously to allow the signs

PREVIOUS LEGISLATIVE ACTION

Planning Board – February 2011

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance

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 Chapter 40, Zoning, Article XVI,
Section 40-407, of the Washington City Code

WHEREAS, NCGS 160A-385 authorizes local governments to amend ordinances regulating land use within their jurisdiction; and

WHEREAS, the amendment set out below is made in accordance with NCGS 160A-364; and

WHEREAS, the amendment set out below is intended to promote the public health, safety, and welfare by amending the City Code to define and regulate temporary theatrical event signs, and to add prescribed conditions for such uses.

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

Section 1. That **Chapter 40. Article XVI, Section 40-407, Temporary Signs, Permit Exemptions and Additional Regulations**, be amended by adding theatrical event signs as a temporary sign allowed without a sign permit.

Section 2. That **Chapter 40. Article XVI, Section 40-407, Temporary Signs, Permit Exemptions and Additional Regulations**, (a) be amended by adding as follows:

- (5) Signs advertising upcoming theatrical events or concerts are permitted and may be displayed no more that thirty (30) days before the event and will be removed within 5 days after the event. These signs will not exceed six (6) square feet in size.

Section 3. This Ordinance shall become effective upon its adoption.

Section 4. All Ordinances or parts in conflict herein are repealed.

Adopted this _____ day of _____, 20_____.

N. Archie Jennings, Mayor

ATTEST:

Cynthia S. Bennett, City Clerk

ARTICLE XVI. SIGNS

Section 40-407. Temporary Signs, Permit Exemptions and Additional Regulations.

- (a) The following temporary signs are permitted without a sign permit. However, such signs shall conform to the requirements set forth below as well as all other applicable requirements of this Article except those contained in Section 40-410, Total Allowable Sign Surface Area, and Section 40-413, Number of Freestanding and Wall Signs:
- (1) Signs containing the message that the real estate on which the sign is located (including buildings) is for sale, lease, or rent, together with information identifying the owner or agent. Such signs may not exceed four (4) square feet in area and shall be removed immediately after sale, lease, or rental. For lots of less than five (5) acres, a single sign on each street frontage may be erected. For lots of five (5) acres or more in area and having a street frontage of more than four hundred (400) feet, a single sign not exceeding thirty-two (32) square feet in area may be erected on each street frontage.
 - (2) Construction site/opening soon identification signs. Such signs may identify the project, the owner or developer, architect, engineer, contractor and subcontractors, funding source, and may contain related information. Not more than one (1) such sign may be erected per site, and it may not exceed thirty-two (32) square feet in area. Such signs shall not be erected prior to the issuance of a building permit and shall be removed within ten (10) days after the issuance of the final certificate of occupancy. One (1) "opening soon" sign may be permitted per building site provided such sign does not exceed thirty-two (32) square feet in area and is erected for a period not to exceed sixty (60) days.
 - (3) Signs attached temporarily to the interior of a building window or glass door. Such sign, individually or collectively, may not cover more than seventy-five (75) percent of the surface area of the transparent portion of the window or door to which they are attached. In the B1H and RHD districts, signs placed in windows, from the interior, shall occupy no more than twenty (20) percent of the area of the displaying window. Such signs shall be removed within thirty (30) days after placement.
 - (4) Displays, including lighting, erected in connection with the observance of holidays. Such signs shall be removed within ten (10) days following the holidays.
- (b) Other temporary signs not listed in subsection (a) above shall be regarded and treated in all respects as permanent signs.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 03-07-11
Subject: Public Hearing to Adopt a Resolution Ordering the Closure and Abandonment of a Portion of Stewart Parkway.
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move Council adopt the attached resolution for the closure and abandonment of a portion of Stewart Parkway as indicated on the map that is referenced in this resolution.

BACKGROUND AND FINDINGS:

As discussed at the February 14, 2011 Council meeting, a public hearing to allow for public input in reference to this matter is necessary. Once public input has been received and considered, a resolution ordering the closure and abandonment is necessary.

Attached is a resolution for your consideration in this matter along with a copy of the map referenced in the resolution.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached resolution and map.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: March 14, 2011 (if applicable)
City Manager Review: _____ Concur Page 75 of 131 Denial _____ No Recommendation _____ Date _____

**A RESOLUTION ORDERING THE CLOSURE AND ABANDONMENT
OF A PORTION OF STEWART PARKWAY**

WHEREAS, on the 14th day of February, 2011, the City Council (Council) of the City of Washington (City) directed the City Clerk (Clerk) to publish a Resolution Declaring the Intent of the City of Washington to Consider Closing and Abandoning a Portion of Stewart Parkway (Resolution of Intent) in the Washington Daily News once each week for four successive weeks. Said Resolution of Intent advised the public that a public hearing would be conducted at 6:00 p.m. on this the 14th day of March, 2011, in the Council Chambers to consider the matter.

WHEREAS, said portion of Stewart Parkway (Abandoned Portion of Stewart Parkway) under consideration to be closed and abandoned is more particularly described as follows.

ALL of that area labeled “Abandoned Portion of Stewart Parkway” as shown on that survey for the City of Washington by Russell Waters dated January 25, 2011 and recorded in Plat Cabinet ____, Slide ____-____, Beaufort County Registry, to which reference is herein made for a more complete and accurate description.

WHEREAS, on the 14th day of February, 2011, the Council also directed the Clerk to provide, by registered or certified mail, a copy of the Resolution of Intent to all persons who own property that abuts said Abandoned Portion of Stewart Parkway, as shown on the county tax records.

WHEREAS, the Clerk has advised the Council that, other than the City, there are no persons who own property that abuts said Abandoned Portion of Stewart Parkway and therefore no mailing was required.

WHEREAS, the Clerk has advised the Council that adequate notices were posted on the Abandoned Portion of Stewart Parkway as required by North Carolina General Statute § 160A-299.

WHEREAS, the Council has provided a full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the potential closure and abandonment of the Abandoned Portion of Stewart Parkway during the public hearing held this the 14th day of March, 2011.

WHEREAS, after a full and complete consideration of the matter, it now appears to the satisfaction of the Council that the closure and abandonment of said Abandoned Portion of Stewart Parkway is not detrimental to the property rights of any individual or contrary to the public interest, and that no person who owns property that abuts or is in the vicinity of the Abandoned Portion of Stewart Parkway will be deprived of a reasonable means of ingress and egress to their property as a result of said closure and abandonment.

NOW THEREFORE BE IT RESOLVED, said Abandoned Portion of Stewart Parkway is hereby ordered closed and abandoned, and all right, title and interest that may be vested in the public to said area for street purposes shall be conclusively presumed to be vested in those

persons or entities owning lots or parcels of land adjacent thereto in accordance with the provisions of North Carolina General Statute § 160A-299.

The Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Beaufort County a certified copy of this Resolution and Order.

Adopted this the 14th day of March, 2011.

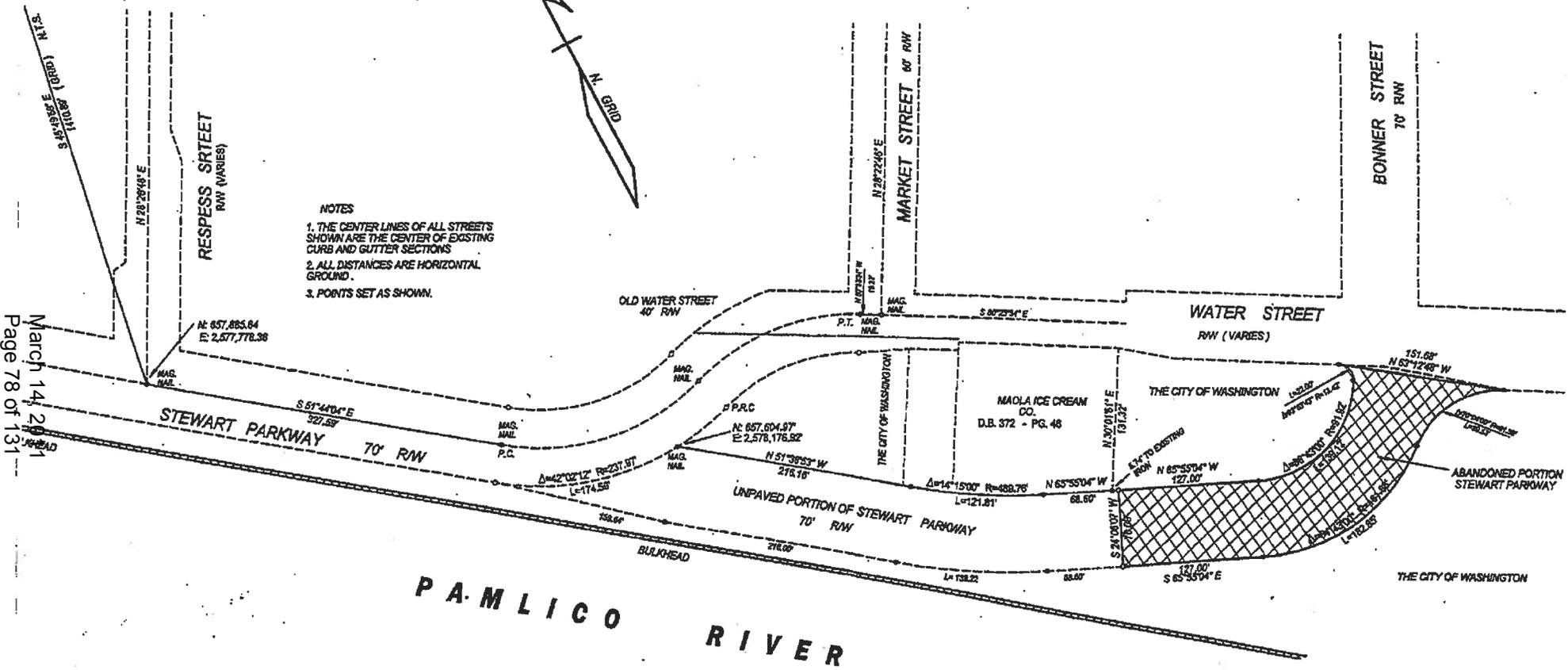
ATTEST:

N. Archie Jennings, III
Mayor

Cynthia S. Bennett
City Clerk

S 61°42'22" E
3158.48' (GRID) N.T.S.

MAD 63
SCALE FACTOR 0.9998853
N: 657, 371.80
E: 2,579,547.47



- NOTES
1. THE CENTER LINES OF ALL STREETS SHOWN ARE THE CENTER OF EXISTING CURB AND GUTTER SECTIONS
 2. ALL DISTANCES ARE HORIZONTAL GROUND.
 3. POINTS SET AS SHOWN.

March 14, 2011
Page 78 of 131

IF THIS IS OF ANOTHER CATEGORY AND DOES NOT MAKE A SUBDIVISION BY DEFINITION.

ALL RIGHTS RESERVED THAT THIS MAP WAS MADE BY SURVEYING BY AN ACTUAL SURVEY AND THE BOUNDARIES NOT SHOWN ARE CALCULATED BY MATHEMATICS AND ARE AS CALCULATED BY MATHEMATICS AND ARE AS CALCULATED BY MATHEMATICS TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS DAY.

1505
RES. NO.

LEGEND
 NAIL & CAP - MAG
 NOW OR FORMERLY - HIF
 NO POINT SET - N.P.S.
 NEW IRON - O
 EXISTING IRON - B



SURVEY FOR
THE CITY OF WASHINGTON
ABANDONED PORTION OF STEWART
 SCALE: 1" = 70' CITY OF WASH
 JANUARY 25, 2011 BEAUFORT COUN
 SURVEY BY: RUSSELL WATERS P.L.S. L-150
 110 RILEY PLACE, WASHINGTON, N.
 TEL. 252 946 2783



Beaufort County Arts Council
P.O. Box 634/108 Gladden Street
Washington, NC 27889
PH252.946.2504 FX252.975.6948
beaufortcountyarts@embarqmail.com
www.beaufortcountyartscouncil.org

March 4, 2011

Washington City Council
c/o Cynthia Bennett
102 East 2nd Street
Washington, NC 27889



Dear Mayor and Council Members,

The Beaufort County Arts Council (BCAC) will hold its 3rd Annual Music Festival on April 16 in Festival Park on the waterfront. BCAC is seeking permission from the Council to operate a Beer Garden for the first time in association with the Music Festival.

In an effort to grow and nurture this event, we have listened carefully to feedback from the public, downtown merchants, participating vendors, sponsors, and our volunteers. Changes in location, programming, and even the name of the event have evolved from our first effort in 2009.

In 2009, our budget for the music festival was approximately \$22,000 with a profit of just over \$1500. In 2010, the budget was approximately \$21,700 with a similar profit. Due to adjustments in the schedule and location of festival activities, the 2011 budget will be approximately \$17,000. BCAC has included a Beer Garden in its 2011 planning to create an additional revenue stream.

In addition to the request for permission to operate the Beer Garden, BCAC would also like for the Council to consider waiving the \$1 per wristband fee that is required for each person purchasing alcohol. This request is based on the precedent set by the Council when the Washington Harbor District Alliance (formerly DWOW) held their first "Pickin On the Pamlico". We ask for this waiver because this is a first-time venture for BCAC and there are many unknowns.

Please see the attachments that I hope will answer any questions you have about our plans for operation of the Beer Garden.

Sincerely,

Joey Toler
Executive Director, BCAC



Q & A

Beaufort County Arts Council
BoCO Music Festival
April 16, 2011
Proposed Beer Garden



Where will the beer garden be located and what are the specifications?

See the attached map for location in relation to Festival set-up. The Beer Garden will be covered by a 40'X40' octagonal tent. The perimeter of the beer garden will extend approximately 5' beyond the tent edge and will be designated by a rope/tape with one entrance and one exit. Tables and chairs will be placed in the beer garden. Only beer and wine will be served at the beer garden.

What are the operational times of the beer garden?

The beer garden will be open at 4:00pm and will close no later than 10:00pm on Saturday, April 16. BCAC reserves the right to close the beer garden earlier than 10:00pm.

How will BCAC verify the age of beer garden patrons?

Identification and age verification will take place at the one entrance to the beer garden. Working with ALE agent Rusty King, volunteers will be briefed on age verification and how to spot a fake ID. Once age has been verified, eligible patrons will receive a wristband that enables them to purchase alcohol.

How will the purchase of alcohol be handled?

A ticket booth will be located in the beer garden where patrons will purchase tickets. No one may purchase more than four (4) tickets at a time. Volunteers who sell tickets will verify that patron has a wristband verifying age.

Who will serve the alcohol?

The beer garden will be staffed by volunteers. Only volunteers who have received an orientation from an ALE agent will be allowed to serve alcohol. The servers will only dispense alcohol to patrons with a pre-purchased ticket and the appropriate wristband. No cash will be handled by servers.

Will food be served at the beer garden?

There will be food vendors on site at the Festival. The only food provided on the beer garden site will be snack foods - i.e. pretzels, chips, etc.

Has BCAC made arrangements for a "Special One-Time Permit" from the State ABC Commission?

The application process is underway. Contact has been made with the Raleigh office and BCAC is awaiting further instructions. It is our understanding that the application should be made one month out from the date of the event and the fee is \$50

Does BCAC have appropriate insurance coverage for the beer garden?

BCAC already has liquor liability coverage. A special policy will be issued for the beer garden naming the City of Washington as 'additional insured'. The additional fee for BCAC for this event is \$150. BCAC's insurance agent is Wilma Anthony at the Morris Agency who has conferred with Bill Lurvey to make sure BCAC is in compliance with all COW insurance requirements.

How will BCAC handle security?

BCAC has conferred with Officer Cliff Hales of the Washington Police Department for instructions regarding security protocol. BCAC has been told that a minimum of two (2) officers are required in the vicinity of the beer garden at all times.

Does BCAC have the appropriate COW Special Events application?

BCAC has worked closely with Kristi Hardison on the application that includes all activities associated with the Festival, including the proposed beer garden.



Main Stage

2 - 40'X80'
audience tent

3 - 40'X40' Beer
Garden

4 - Artisan vendors

5 - Food Vendors

*Icons are not to
scale

LEGEND

 APPROXIMATE BORING
LOCATION

Project Mgr	CB	Project No	72105054
Drawn By	TLY	Scale	AS SHOWN
Checked By	CB/MRF	File No	GEO72129154-2
Approved By	CB	Date	NOVEMBER 2010

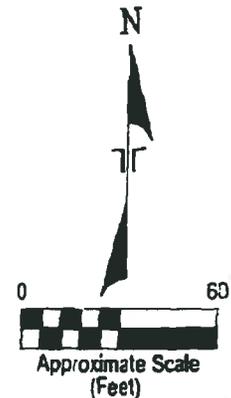
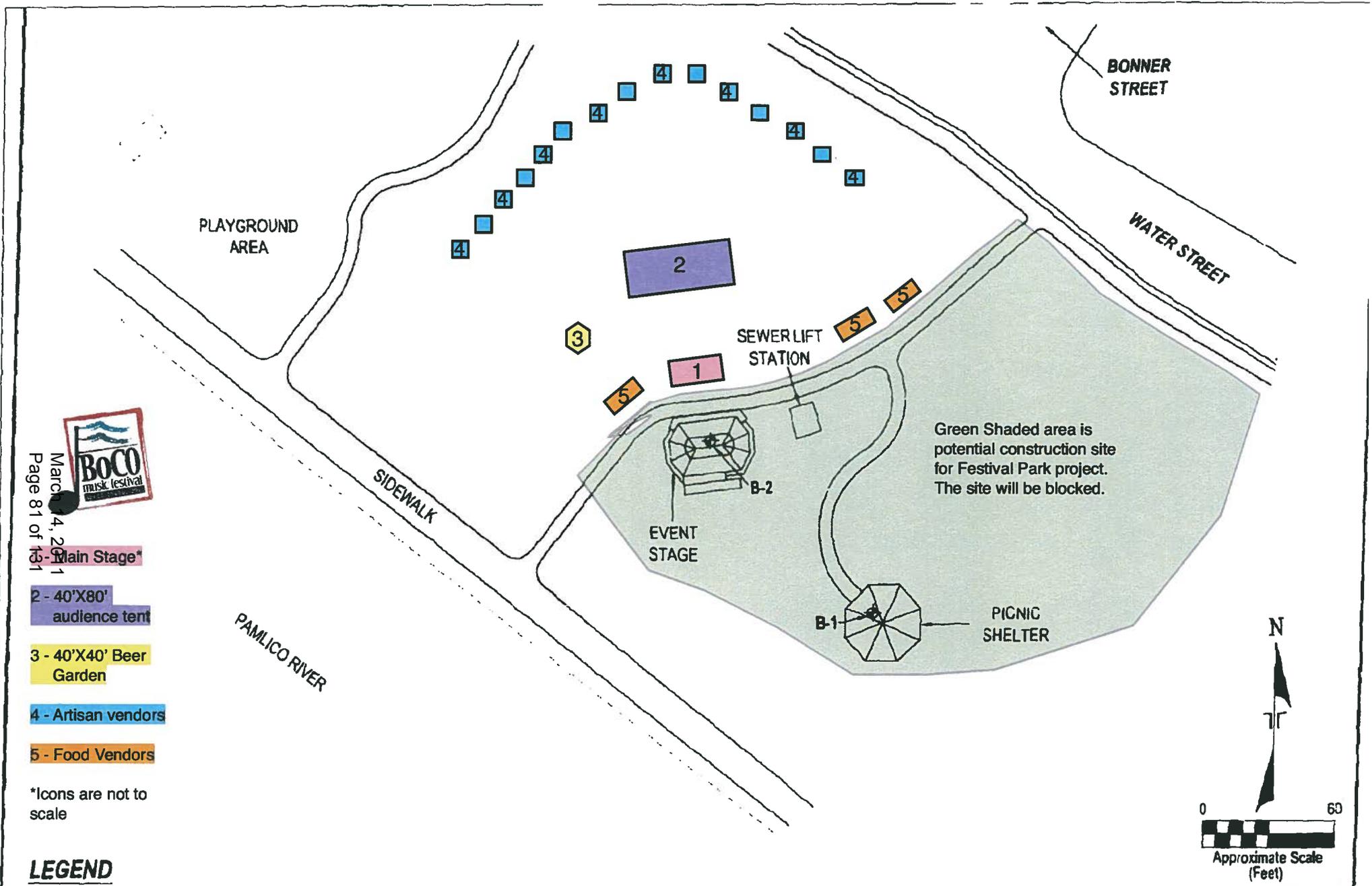


3534 Rutherford Road Taylors, SC 29687
(864) 292-2911 (864) 292-6361

BORING LOCATION DIAGRAM
GEOTECHNICAL ENGINEERING REPORT
CITY OF WASHINGTON FESTIVAL PARK
WATER STREET AND BONNER STREET
WASHINGTON, NC

EXHIBIT

A-2



THIS DIAGRAM IS THE GENERAL LOCATION ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES



CITY OF WASHINGTON

Department of Fire-Rescue-EMS

Dedicated to Serve Trained to save

MEMORANDUM

TO: Mayor Jennings and City Council Members
Pete Connet, Interim City Manager

FROM: Robbie Rose, Fire Chief 

SUBJECT: Auxiliary Fund Raiser

DATE: March 3, 2011

This memo is to inform you of the Washington Fire-Rescue-EMS Auxiliary's intentions to conduct a fund raising event involving Summit Productions by way of soliciting portrait photography packages. Our department has worked with Summit Productions on several occasions in the past to successfully raise funds for boats, extrication equipment and defibrillators. This event is being proposed to raise funds to purchase a specially designed golf cart for EMS and transporting patients. This cart will be used during special events where large crowds are present and access with EMS units is not practical. For many years now we have been barrowing a cart like this from Williamston Fire Department during these events and with the number of events growing in our area we are in need of one of our own.

The Auxiliary anticipates raising adequate funds to cover their purchase of this cart and plans on beginning the fund raising event in April. We welcome any comments or questions concerning proceeding with this process.

Washington Electric Utilities

A City of Washington Enterprise



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

Office of the Director

MEMORANDUM

To: Pete Connet, Interim City Manager
From: Keith Hardt, P.E., Electric Utilities Director *KAH*
Ref: Load Management Device Report
Date: 1 March 2011

Listed herein is the load management switch installation project (by our contractor) activity through February 2011.

Total Load Management Switch Installations	234
<hr/>	
Air Conditioner/Heat Pump Control Installations	200
Auxiliary Heat Strip Control Installations	134
Water Heater Control Installations	130
Total Appliance Control Installations for Project	317





MEMORANDUM

DATE: March 3, 2011
TO: Mayor Jennings & Members of City Council
FROM: John Rodman, Planning & Development
RE: Draft Non-Residential Maintenance Code

Attached is the Planning Board's 1st draft and review for the adoption of a Non-Residential Maintenance Code.

For a number of years NC local governments had expressed an interest in adopting a local commercial and industrial property maintenance code. Specific statutory authority was lacking. The unsafe-building condemnation statutes that the state had applied to nonresidential buildings and structures, but those statutes and the process were never intended to support a true property maintenance code. The concept of a nonresidential maintenance code is to establish minimum standards of maintenance, sanitation, and safety for nonresidential buildings that are not necessary so unsafe that they are fit for condemnation. This ordinance would be similar to a minimum housing ordinance, except that it would apply to nonresidential properties.

S.L. 2007-414 authorizes the adoption of a nonresidential maintenance code by municipalities. Any city is authorized to adopt such a code but is not compelled to do so. The Planning Board is taking a comprehensive approach to preparing property maintenance codes.

Planning Staff request that City Council review the draft code. The code will be scheduled for a future meeting for further discussions. Staff requests feedback for changes or corrections to the draft code. If you have any questions please don't hesitate to let me know.

ARTICLE VI. NON-RESIDENTIAL BUILDING MAINTENANCE CODE

GENERAL PROVISIONS

Sec. -----, General.

These regulations shall be known as the City of Washington Non-Residential Building Maintenance Code, hereafter referred to as "this Article."

Sec. -----, Findings, Purpose.

(a) Pursuant to G.S. 160A-193 it is hereby found and declared that there exist in the City of Washington non-residential buildings and their premises which are unsafe and especially dangerous to life because of liability to fire or because of bad conditions of walls, overloaded floors, defective construction, decay, unsafe wiring or heating systems, inadequate means of egress or other causes.

(b) In order to protect the health, safety and welfare of the City and its citizens, it is the purpose of this article to establish minimum standards of maintenance, sanitation, and safety relating to non-residential buildings or structures, as expressly authorized by G.S. 160A-439. This article provides for the repair, closing or demolition of non-residential buildings or structures as a result of a public necessity caused by conditions that are dangerous to the public health, safety and welfare.

Sec. -----, Scope.

(a) The provisions of this article shall apply to all existing non-residential buildings and to all non-residential buildings and the premises on which it is situated, hereafter constructed within the city limits of the City of Washington as now or hereafter established.

(b) Every non-residential building or structure and the premises on which it is situated shall comply with the provisions of this article, whether or not the building or structure shall have been constructed, altered or repaired before or after the enactment of this article, and irrespective of any permits or licenses which have been issued for the use or occupancy of the building or structure or for the installment or repair of equipment or facilities. This article establishes minimum standards for all non-residential buildings and structures and does not replace or modify standards otherwise established for the construction, repair, alteration or use of the building or structure, equipment or facilities contained therein.

Sec. -----, Definitions.

The following definitions shall apply in the interpretation and enforcement of this article:

Abandoned structure: *Any structure, whether designed and intended for residential or other uses, which is vacant or not in active use, regardless of purpose or reason, for the*

past two-year period and which is determined by the director to be unsafe based upon the standards as set forth in this article.

Building: Any structure enclosed and isolated by exterior walls, constructed or used for residence, business, industry or other public or private purposes, or accessory thereto, and including tents, lunch wagons, dining cars, trailers, freestanding signs and similar structures whether stationary or movable.

Deteriorated: A structure that is unsafe for use and can be repaired, altered or improved to comply with the requirements of this article at a cost to repair, alter or improve that is less than or equal to fifty (50%) percent of the current value of the structure.

Dilapidated: A structure that is unsafe for use and can be repaired, altered or improved to comply with the requirements of this article at a cost to repair, alter or improve that exceeds fifty (50%) percent of the current value of the structure.

Imminent Danger. A condition which would cause serious or life-threatening injury or death at any time.

Nonresidential structure: Any structure occupied or intended to be occupied, in whole or in part, for a use other than a dwelling, home, residing place, living space or sleeping space for one (1) or more people, either permanently or transiently.

Occupant: Any person having actual possession of a building, structure or environs whether or not lawfully obtained.

Occupied: Any structure in current use for any purpose in or affecting trade or commerce, including commercial storing of property.

Owner: The holder of the title in fee simple and every mortgagee of record of a property.

Parties in interest: All individuals, associations and corporations who have interests of record in a structure and any who are in possession thereof.

Premises: A lot, plot or parcel of land including any structure thereon and any appurtenances thereto and improvements thereon.

Structurally sound: Substantially free from flaw, defect, decay or deterioration to the extent that the building or structure or structural member is capable of adequately or safely accomplishing the purpose for which it was intended or designed.

Structure: Anything, or any part thereof, constructed, erected or placed with a fixed location on the ground or attached to something having a fixed location on the ground including, but not limited to, buildings, mobile structures, billboards, freestanding signs and fences, except a currently operable licensed vehicle.

Unoccupied: Any structure which is not an occupied structure as defined in this section.

MINIMUM NON-RESIDENTIAL BUILDING AND STRUCTURE STANDARDS

Sec. ----- Application of Building Codes

The North Carolina State Building Code and the North Carolina Rehabilitation Code, as amended from time to time and any new editions adopted by the North Carolina Building Code Council, including general construction, electrical, plumbing, mechanical, and ventilation shall govern all repairs, alterations and/or additions to any existing non-residential structure.

Sec. ----- Unsafe Buildings Condemned.

- (a) Every building which shall appear to the Code Official to be especially dangerous to life because of its liability to fire or because of bad condition of walls, overloaded floors, defective construction, decay, unsafe wiring or heating system, inadequate means of egress, or other causes, shall be held to be unsafe, and the Code Official shall affix a notice of the dangerous character of the structure to a conspicuous place on the exterior wall of said building.
- (b) If any person shall remove any notice that has been affixed to any building or structure by the director and that states the dangerous character of the building or structure, he shall be in violation of this article.

Sec. ----- Minimum Standards for Non-Residential Buildings and Structures.

- (a) All non-residential buildings and structures shall be free of all conditions that are dangerous and injurious to the public health, safety and welfare of occupants or members of the general public.
- (b) The basis structural elements of all non-residential buildings shall be structurally sound and the existence of any of the following conditions shall be deemed to be dangerous to the public health, safety and welfare for which a public necessity exists for the repair, closing or demolition of the building or structure and must be corrected in accordance with the provisions of this article:
 - (1) Interior walls, vertical studs, partitions, supporting members, sills, joists, rafters, or other basic structural members that list, lean, or buckle to such an extent as to render the building unsafe, that are rotted, deteriorated or damaged, and that have holes or cracks which might admit rodents;
 - (2) Exterior walls that are not structurally sound, free from defects and damages, and capable of bearing imposed loads safely. Where a wall of a building has become exposed as a result of demolition of adjacent buildings, the wall must have all doors, windows, vents or other similar openings closed with material of

- the type comprising the wall. The exposed wall shall be painted, stuccoed or bricked and sufficiently weatherproofed to prevent deterioration of the wall;*
- (3) Floors or roofs which have improperly distributed loads, which are overloaded, or which have insufficient strength to be reasonably safe for the purpose used. Floors or roofs shall have adequate supporting members and strength to be reasonably safe for the purpose used. Roofs shall be kept structurally sound and shall be maintained in such a manner so as to prevent rain or other objects from penetrating into the interior of the building;*
 - (4) Such damage by fire, wind or other causes as to render the building unsafe;*
 - (5) Dilapidation, decay, unsanitary conditions or disrepair, which is dangerous to the health and safety of the occupants or members of the general public;*
 - (6) Lack of adequate ventilation, light, heating or sanitary facilities to such extent as to endanger the health, safety or general welfare of the occupants or members of the general public;*
 - (7) Buildings and structures, including their premises, that have accumulations of garbage, trash or rubbish, which creates health and sanitation problems. All garbage and solid waste shall be in approved containers or stored in a safe and sanitary manner;*
 - (8) Buildings and structures that have loose and insufficiently anchored overhanging objects, which constitute a danger of falling on persons or property;*
 - (9) Buildings and structures, including their premises, that have insufficiently protected holes, excavations, breaks, projections, obstructions, and other such dangerous impediments on and around walks, driveways, parking lots, alleyways and other areas which are accessible to and generally used by persons on or around the premises;*
 - (10) Buildings and structures that have cracked or broken glass, loose shingles, loose wood, crumbling stone or brick, loose or broken plastic, or other dangerous objects or similar hazardous conditions. Exterior surfaces shall be maintained in such material or treated in such a manner as to prevent deterioration and repaired or replaced with like or similar material according to its original use;*
 - (11) Buildings and structures that have objects and elements protruding from building walls or roofs, which are unsafe or not properly secured or which can create a hazard such as abandoned electrical boxes and conduits, wires, sign brackets and other brackets, and similar objects;*
 - (12) Chimneys, flues and vent attachments thereto which are not structurally sound. Chimneys, flues, gas vents or other draft-producing equipment which are in use shall provide sufficient draft to develop the rated output of the connected*

equipment, shall be structurally safe, durable, smoke-tight and capable of withstanding the action of flue gases;

- (13) *Exterior porches, landings, balconies, stairs, or fire escapes which are not structurally sound. All exterior porches, landings, balconies, stairs and fire escapes shall be provided with banisters or railings properly designed and maintained to minimize the hazard of falling, and the same shall be kept sound, in good repair and free of defects;*
- (14) *Cornices which are not structurally sound. Rotten or weakened portions shall be repaired and/or replaced. All exposed wood shall be treated or painted;*
- (15) *Improperly attached gutters or down-spouts that are located so as to cause a hazard to pedestrian, vehicular traffic or adjacent property;*
- (16) *Advertising sign structures, attached or freestanding awnings, marquees and their supporting members, and other similar attachments and structures that cause a safety hazard to the occupants or members of the general public;*
- (17) *All exterior surfaces that may cause unsafe conditions due to a lack of maintenance. Exterior surfaces shall be painted or sealed in order to protect the underlying surface from deterioration. All exterior surfaces that have been painted shall be maintained generally free of peeling and flaking. Where 50% or more of the aggregate of any painted surface shall have peeling or flaking or previous paint worn away, the entire surface shall be repainted in order to prevent further deterioration;*
- (18) *Windows containing broken or cracked glass that could be in danger of falling or shattering. All windows must be tight-fitting and have sashes of proper size and design and free from rotten wood, broken joints, or broken or loose mullions;*
- (19) *All openings originally designed as windows, doors, loading docks or other means of egress or ingress which have been temporarily closed by boarding or other manner in a non-secure manner so as to allow unauthorized admittance. If an opening is temporarily closed by boarding to secure the building or structure, the boarding shall be trim fit, sealed to prevent water intrusion, and painted or stained to properly conform with the other exterior portions of the building and the building or structure shall be maintained in a state that secures the building or structure from any unauthorized admittance from humans, animals or birds; and*
- (20) *Any combination of conditions which in the judgment of the Code Official renders any building or structure dangerous or injurious to the health, safety or general welfare of occupants or members of the general public.*

Sec. -----. Special Historic Buildings or Districts.

If the non-residential building or structure is designated as a local historic landmark, listed in the National Register of Historic Places, or located in a locally designated

historic district or in a historic district listed in the National Register of Historic Places and the City Council determines, after a public hearing, that the non-residential building or structure is of individual significance or contributes to maintaining the character of the district, and the non-residential building or structure has not been condemned as unsafe, an order issued by the Code Official may only require that the non-residential building or structure be vacated and closed until it is brought into compliance with the minimum standards established by this article.

Sec. -----. **Vacant Manufacturing Facility or Vacant Industrial Warehouse.**

An order issued by the Code Official may not require repairs, alterations or improvements to be made to a vacant manufacturing facility or a vacant industrial warehouse to preserve the original use. The order and ordinance may require the building or structure to be vacated and closed, but repairs may be required only when necessary to maintain structural integrity or to abate a health or safety hazard that cannot be remedied by ordering the building or structure closed for any use.

ADMINISTRATION AND ENFORCEMENT

Sec. -----. **Duties of the Code Official.**

(a) The Director of Planning and Development or his designee (hereby referred to as "Code Official") is hereby appointed to administer and enforce this article. The Code Official shall have such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this article.

(b) It shall be the duty of the Code Official:

- (1) To investigate the non-residential building conditions in the City in order to determine which buildings therein are unsafe or fail to fully comply with the standards of this article, being guided in such examination of buildings by the requirements set forth in this article and by the North Carolina Building Code.*
- (2) To take such action, together with other appropriate departments and agencies, public and private, as may be necessary to effect the repair or demolition of non-residential buildings and structures which have not been properly maintained in compliance with minimum standards established by this article;*
- (3) To keep a record of the results of inspections made under this article and an inventory of those non-residential buildings and structures which have not been properly maintained in compliance with the minimum standards established by this article;*
- (4) To delegate any of his functions and powers under this article to such officers and agents as he may designate; and*
- (5) To perform such other duties as may be herein prescribed.*

Sec. -----. **Powers of the Code Official.**

The Code Official is authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this article, including the following powers in addition to others herein granted:

- (a) To investigate non-residential buildings and structures in the City to determine whether they have been properly maintained in compliance with the minimum standards established by this article so that the safety or health of the occupants or members of the general public are not jeopardized;*
- (b) To conduct hearings, administer oaths and affirmations, examine witnesses and receive evidence;*
- (c) To enter upon and within premises for the purpose of making examinations and inspections, provided that the entries shall be made in accordance with law and in such manner as to cause the least possible inconvenience to the persons in possession; and*
- (d) To appoint and fix duties of such officers, agents and employees as the Code Official deems necessary to carry out the purposes of this article.*

Sec. -----. **Periodic Inspections.**

- (a) The Code Official shall make periodic inspections for unsafe, unsanitary or otherwise hazardous and unlawful conditions in structures within the city. In addition, he shall make inspections when he has reason to believe that such conditions may exist in a particular structure. In exercising this power, the Code Official and his agents shall have a right to enter on any premises within the City at all reasonable hours for the purposes of inspection or other enforcement action, upon presentation of proper credentials.*
- (b) If entry within the structure for purposes of investigation is necessary, the entry shall be made pursuant to a duly issued administrative search warrant in accordance with G.S. 15-27.2 or with permission of the owner, the owner's agent, a tenant or other person legally in possession of the premises.*

Sec. -----. **Defects in Buildings to be Corrected.**

When the Code Official finds any defects in a building, or finds that the building has not been constructed in accordance with the applicable state and city laws, or that a building because of its conditions is dangerous or contains fire hazardous conditions, it shall be his duty to notify the owner or occupant of the building of its defects, hazardous conditions or failure to comply with law. The owner or occupant shall each immediately remedy the defects, hazardous conditions or violations of law in the property he owns. Failure to do so shall constitute a violation of this article.

Sec. -----. **Procedure for Enforcement.**

- (a) *Preliminary investigation. Whenever it appears to the Code Official that any non-residential building or structure has not been properly maintained so that the safety or health of its occupants or members of the general public are jeopardized for failure of the property to meet the minimum standards established by this article, the Code Official shall undertake a preliminary investigation.*
- (b) *Complaint and hearing. If the preliminary investigation discloses evidence of a violation of the minimum standards established by this article, the Code Official shall issue and cause to be served upon the owner of and parties in interest in the nonresidential building or structure a complaint. The complaint shall state the charges and contain a notice that a hearing will be held before the Code Official (or his designated agent) at a place within the City, therein fixed, not less than ten (10) days nor more than thirty (30) days after the serving of the complaint; that the owner and parties in interest shall be given the right to answer the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Code Official.*
- (c) *Procedure after hearing.*
- (1) *If, after notice and hearing, the Code Official determines that the non-residential building or structure has been maintained in that the property meets the minimum standards established by this article, the Code Official shall state in writing findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof a copy of the determination.*
- (2) *If, after notice and hearing, the Code Official determines that the non-residential building or structure has not been properly maintained so that the safety or health of its occupants or members of the general public is jeopardized for failure of the property to meet the minimum standards established by this article, the Code Official shall state, in writing, findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof an order in accordance with the provisions of subsections _____ of this section and subject to the limitations set forth in sections _____.*
- (3) *An order may require the owner to repair, alter or improve the non-residential building or structure in order to bring it into compliance with the minimum requirements of this article or to vacate and close the non-residential structure for any use.*
- (4) *An order may require the owner to remove or demolish the non-residential building or structure if the cost of repair, alteration or improvement of the structure would exceed fifty (50%) percent of its then current value.*

(d) Failure to comply with order and ordinances.

- (1) If the owner fails to comply with an order to either repair, alter or improve the non-residential building or structure, or vacate and close the non-residential building or structure, the Code Official shall submit to the City Council an ordinance ordering the Code Official to cause the non-residential building or structure to be repaired, altered or improved in order to bring it into compliance with the minimum standards established by this article or to be vacated and closed for any use. The property shall be described in the ordinance. If City Council adopts the ordinance, the Code Official shall cause the building or structure to be vacated and closed for any use.*
- (2) If the owner fails to comply with an order to either remove or demolish the non-residential building or structure; the Code Official shall submit to the City Council an ordinance ordering the Code Official to cause the non-residential building or structure to be removed or demolished. No ordinance shall be adopted to require removal or demolition of a non-residential building or structure until the owner has first been given a reasonable opportunity to bring it into conformity with the minimum standards established by the City Council. The property shall be described in the ordinance. If City Council adopts the ordinance, the Code Official shall cause the building or structure to be removed or demolished.*

Sec. -----. Vacated and Closed Non-Residential Buildings or Structures.

- (a) If the City Council has adopted an ordinance or the Code Official has issued an order requiring the building or structure to be repaired, altered or improved, or vacated and closed, and the building or structure has been vacated and closed for a period of two years pursuant to the ordinance or order, then if the City Council finds that the owner has abandoned the intent and purpose to repair, alter or improve the building or structure and that the continuation of the building or structure in its vacated and closed status would be inimical to the health, safety and welfare of the city in that it would continue to deteriorate, would create a fire or safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, or would cause or contribute to blight and the deterioration of property values in the area, then City Council may, after the expiration of the two-year period, adopt an ordinance and serve the ordinance on the owner, setting forth the following:

 - (1) The ordinance shall require that the owner either demolish and remove the non-residential building or structure within 90 days, or repair, alter, or improve the non-residential building or structure to bring it into compliance with the minimum standards established by this article within 90 days.*
 - (2) The ordinance shall require that if the owner does not either demolish and remove the nonresidential building or structure within 90 days, or repair, alter or improve the nonresidential building or structure to bring it into compliance with the minimum standards established by this article within 90 days, then the Code Official shall have the non-residential building or structure demolished and removed.**

- (b) *In the case of a vacant manufacturing facility or a vacant industrial warehouse, the building or structure must have been vacated and closed pursuant to an order or ordinance for a period of five years before City Council may take action under this section.*

Sec. -----. **Service of Complaints and Orders.**

- (a) *Complaints or orders issued by the Code Official pursuant to an ordinance adopted under this article, shall be served upon persons either personally or by registered or certified mail. When the manner of service is by regular mail in conjunction with registered or certified mail, and the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within ten (10) days after mailing, service shall be deemed sufficient. If regular mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.*
- (b) *If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the Code Official in the exercise of reasonable diligence, and the Code Official makes an affidavit to that effect, then the serving of the complaint or order upon the unknown owners or other persons may be made by publication in a newspaper having general circulation in the city at least once no later than the time at which personal service would be required under the provisions of this article. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.*

Sec. -----. **In Rem Action by the Code Official**

After failure of an owner of a non-residential building or structure to comply with an order of the Code Official issued pursuant to the provisions of this article and upon adoption by the City Council of an ordinance authorizing and directing the owner to do so, as provided by G.S. 160A-439(f) and section _____ of this article, the Code Official shall proceed to cause the non-residential building or structure to be repaired, altered or improved to comply with the minimum standards established by this article, or to be vacated and closed or to be removed or demolished, as directed by the ordinance of the City Council. The Code Official may cause to be posted on the main entrance of any non-residential building or structure which is to be vacated and closed a placard with the following words: "This building is unfit for any use; the use or occupation of this building for any purpose is prohibited and unlawful." Any person who occupies or knowingly allows the occupancy of a building or structure so posted shall be guilty of a Class 3 misdemeanor.

Sec. -----. **Liens for Costs of Repairs, Alterations, etc.**

- (a) *As provided by G.S. 160A-439(i) the amount of the cost of repairs, alterations or improvements, or vacating and closing, or removal or demolition by the Code Official shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special*

assessment provided in Article 10 of Chapter 160A of the General Statutes of North Carolina. The amount of the costs shall also be a lien on any other real property of the owner located within the city limits except for the owner's primary residence. The additional lien provided in this subdivision is inferior to all prior liens and shall be collected as a money judgment.

- (b) If the building is removed or demolished by the Code Official, he shall sell the materials of the building, and the personal property, fixtures or appurtenances found in or attached to the building, and shall credit the proceeds of the sale against the cost of the removal or demolition and any balance remaining shall be deposited in the Superior Court by the Code Official, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order of the decree of the court.

Sec. -----. **Failure to Comply With Order.**

- (a) If the owner of a building or structure fails to comply with an order issued pursuant to section _____ from which no appeal has been taken, or fails to comply with an order of the City Council following an appeal, he shall be in violation of this article.
- (b) In the event of such failure to comply, in addition to the penalties, remedies and enforcement procedures contained in section ____ of this Code for violations of this article, the Code Official may cause such building and premises to be repaired, closed, vacated or demolished as appears appropriate.
- (c) The Code Official, however, shall not take such action until the City Council shall have by ordinance ordered the Code Official to proceed with such action with respect to the particular property or properties which the director shall have found to be unsafe and which property or properties shall be described in the ordinance. No such ordinance shall be adopted to require demolition of a building until the owner has first been given a reasonable opportunity to bring it into conformity with this article. For the purposes of this section, a period of ninety (90) days following the date of the Code Official's order shall constitute a reasonable opportunity. The ordinance adopted pursuant to this section shall be recorded in the office of the Register of Deeds in the county wherein the property or properties are located and shall be indexed in the name of the property owner in the grantor index.
- (e) If any occupant fails to comply with an order to vacate a building, the Code Official may file a civil action in the name of the City to remove such occupant. The action to vacate the building shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any persons occupying such building. The Clerk of Superior Court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed ten (10) days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the director produces a certified copy of an ordinance adopted by the city council pursuant to this section authorizing the director to proceed to vacate the occupied building, the magistrate shall enter

judgment ordering that the premises be vacated and that all persons be removed. The judgement ordering that the building be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under G.S. 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G.S. 7A-228, and the execution of such judgement may be stayed as provided in G.S. 7A-227. An action to remove an occupant of a building who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this paragraph unless such occupant was served with notice at least thirty (30) days before filing of the summary ejectment proceeding that the City Council has ordered the Code Official to proceed to exercise his duties under this section to vacate and close or remove and demolish the building.

Sec. -----. Alternative Remedies.

Nothing in this article nor any of its provisions shall be construed to impair or limit in any way the power of the City to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise nor shall enforcement of one remedy provided herein prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws. In addition to the remedies provided for herein, any violation of the terms of this article shall subject the violator to the penalties and remedies, either criminal or civil or both, as set forth in section _____ of this Code.

Sec. -----. Conflict With Other Provisions.

In the event any provision, standard or requirement of this article is found to be in conflict with any provision of any other ordinance or code of the City, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety shall prevail. The North Carolina Building Code, current edition, shall serve as the standard for all alterations, repairs, additions, removals, demolitions and other acts of building made or required pursuant to this article.

Sec. -----. Appeal.

(a) All appeals which may be taken from decisions or orders of the Code Official pursuant to this article shall be heard and determined by the Board of Adjustment. As the appeals body, the Board shall have the power to fix the times and places of its meetings, to adopt necessary rules of procedure and any other rules and regulations which may be necessary for the proper discharge of its duties.

(b) Appeals shall be subject to the following:

(1) An appeal from any decision or order of the Code Official may be taken by any person aggrieved thereby. Any appeal from the Code Official shall be taken within ten (10) days from the rendering of the decision or service of the order, and shall be taken by filing with the Code Official and with the Board of Adjustment a notice of appeal which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the Code Official shall transmit to the Board all the papers constituting the record upon which the

decision appealed from was made. When the appeal is from a decision of the Code Official refusing to allow the person aggrieved thereby to do any act, the Code Official's decision shall remain in force until modified or reversed. When any appeal is from a decision of the Code Official requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Board, unless the Code Official certifies to the Board, after the notice of appeal is filed, that by reason of the facts stated in the certificate (a copy of which shall be furnished the appellant) a suspension of the requirement would cause imminent peril to life or property, in which case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one day's written notice to the Code Official, by the Board, or by a court of record upon petition made pursuant to G.S. 160A-446(f) and section _____.

- (2) The Board shall fix a reasonable time for the hearing of all appeals, shall give notice to all the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The Board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make such decision and order as in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Code Official, but the concurring vote of four-fifths of the members of the Board shall be necessary to reverse or modify any decision or order of the Code Official. The Board shall have power also in passing upon appeals, in any case when practical difficulties or unnecessary hardships would result from carrying out the strict letter of this article, to adapt the application of the article to the necessities of the case to the end that the spirit of the article shall be observed, public safety and welfare secured, and substantial justice done.
- (c) Every decision of the Board shall be subject to review by the Superior Court by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board, but not otherwise.

Sec. -----. **Violations.**

- (a) In addition to the conditions, acts or failures to act that constitute violations specified in this article above, it shall be unlawful for the owner of any building to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close or vacate and remove or demolish the same, upon order of the Code Official duly made and served as herein provided, within the time specified in such order. It shall be unlawful for the owner of any building, with respect to which an order has been issued pursuant to section _____, to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, or vacation and removal or demolition.
- (b) The City Council may impose civil penalties against any person or entity that fails to comply with an order entered pursuant to this article. However, the imposition of civil penalties shall not limit the use of any other lawful remedies available to the City Council for the enforcement of any ordinances adopted pursuant to this article.

Sec. -----. **Validity.**

If any section, subsection, sentence, clause or phrase of this article is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.



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 February Monday March 14, 2011 City Council Meeting

MISSION STATEMENT

- To promote social and economic equality in the community, working with Local Government and other resources
- To appreciate the cultural and ethnic diversity of the citizens of Washington and Beaufort County
- To encourage citizens to live and work together in harmony and mutual respect

Scheduled Public Appearances:

Beaufort County Arts Council Executive Director, Mr. Joey Toler and Mr. Jovanni Argeles with Care-O-World Enrichment Center presented the idea of a Multicultural Festival to be co-sponsored by the Human Relations Council and the Chamber of Commerce. Mr. Toler informed Board members the Arts Council would sign up for the following if the project should be considered by the board:

1. Facilitate
2. Physical Agent (monies raised)
3. Reaching out to the community (will not develop or dictate)
4. 3-4 hours small festival

Mr. Toler explained the concept had been looked at in 2008 along with the support of the Human Relations Council but the project fell through and feels the project will go through this year. Draft agenda as followed:

- **Time: 3-6 pm**
 - Parade starts at 3 pm
 - Civic center arrival: 3:35-3:40 pm
 - Break - - - food taste, (booths) exhibits 3:40-4:00
 - Program starts at 4:00 pm
 - ECU function: 40 min
 - Break for children games: 4:40-5:00 pm
 - Second show: 5:10 to 5:45 (three individual shows – each 10 to 15 min)
 - End: food taste, (booths) exhibits until 6:00-6:30 pm (last person leaves)
- **Locations**
 - Children Games: (Civic Center green areas or by the waterfront)

- Parade: Starting from the Chamber of Commerce building, going down the waterfront ending at the Washington Civic Center
- Main Program at the Washington Civic Center

Suggestions from Human Relations Council

Alternate location (Turnage Theatre may be availability on a Saturday)
 Alternate dates, place and time (feasible date for all concerned)
 Combine with 'Taste of Washington'
 Partnering with other groups
 Contact Police Department

By motion of Vice Chair Gagliano, seconded by Board member Howard, Council unanimously agreed to combine the two events – Multicultural Festival and 'Taste of Washington' and to sponsor this event with the Beaufort County Arts Council. Promoting the Multicultural Festival and the 'Taste of Washington' together and canceling a separate event for the 'Taste of Washington'.

Update Homeless Shelter

Board member Barr shared a business plan had been formulated with Mr. Lentz Stowe with a start up fee of \$5,000.

Update – Ed Peed Commemoration

Board member Lodge presented the menu and food items needed for the Ed Peed Commemoration services to be held on February 19th at Fire Station.

By motion of Board member Howard, seconded by Board member Castro, Council unanimously agreed to donate \$60 towards the Ed Peed Commemoration services. Board member O'Pharrow amended the motion to inclusive of "\$60 if needed".

Update – Lunch Recognition

Committee members: Cherry, Harvey and Lodge updated the Board on the progression of the **Reception** recognizing organizations and individuals that supported events sponsored by the Human Relations Council. The event has been planned for March 22, 2011 – 6:30 pm at the Grace Martin Harwell Senior Center.

Update – forum featuring Dr. Timothy Tyson of Duke Town University

No definite plans at this time

FYI

Board member Davis contributed \$30 to the Human Relations Council budget for reimbursement of Jim's reception.

February – March Tourism Development Authority Report

- Met with Eye Integrated to develop an aggressive marketing plan for the next 6 weeks regarding the Civic Center. The plan is targeted to businesses in Washington and Pitt County in an effort to attract weekday meetings. A draft format has also been developed for the civic center website.
- Heard a presentation from Eye Integrated about the process they use to develop product and community brands. The process is very community focused, with input from various stakeholder groups and visitors to the community.
- Continue to work with the SBI students from ECU developing a plan for the Civic Center. They are very energetic and have already presented several suggestions that are being considered. The group has made several trips to Washington to meet with me, Laura and Virginia (all separately).
- Met with Beth Byrd, Catherine Glover, and Priscilla Denney (Eco-Daisy products) to discuss ideas for “greening” tourism in our community.
- Met with Judy Jennette to discuss the role the WTDA can play in the upcoming Pirate Parley with regard to ticketing and promotional support.
- Met with David Sneed out of Greenville who is launching a new product line that celebrates the estuaries as opposed to the oceans. His line includes t-shirts, hats, etc. We are going to carry some of his t-shirts on a trial basis.
- Met with City representatives (Pete Connet, Bobby Robertson, Matt Rauschenbach, and Franz Holscher) along with Jackie Woolard of the TDA Board to discuss and begin negotiations for the Civic Center management contract. A draft will be included and reviewed at the WTDA Board Meeting with an expected presentation to Council in April.
- Began the development process of the WTDA budget. It is anticipated that I will meet with Mr. Connet during the week of the 14th. A draft budget will be presented to the WTDA in April.
- Developed an incentive plan to encourage hotel participation in the John Formica workshop on March 10. Also worked with Lentz Stowe and Catherine Glover to partner on this workshop that is valuable for all of our tourism partners.
- Began working to solicit sponsors for the proposed Professional Redfish Series tournament in August.
- Our new billboards are in place and have gotten very positive response. WITN even interviewed me about the campaign, the bypass, and attracting visitors to Washington.
- Discussed possible partnerships with Martin County travel and tourism related to bus tours, fishing trails, and the sportsman market.
- Provided items for hospitality bags at the NC Governor’s Conference for potential members of NCTIA and DMANC.
- Continue to work with Russ Haddad from Congressman Butterfield’s office to schedule an “Access to the Capital” event in Washington. This would be a regional event to be held at the Civic Center.
- Have started to develop tentative plans for tourism week activities in Washington, specifically targeted to the front line employees of the hotels. This national event takes place in May.

March 14, 2011

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City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Lynn Lewis, Washington Tourism
Date: February 18, 2011
Subject: Interlocal Agreement between WTDA & City
Applicant Presentation:
Staff Presentation:

RECOMMENDATION:

It is recommended that the City approve the proposed Interlocal Agreement between the Washington Tourism Development Authority and the City of Washington pertaining to the relationship of the two organizations.

BACKGROUND AND FINDINGS:

The WTDA Board of Directors and its attorney (Will Mayo) have drafted an Interlocal Agreement that confirms the current working relationship and originally intended relationship between the WTDA and City of Washington. The document has been reviewed by the WTDA Board of Directors, the interim City Manager, and City Attorney.

The document simply states the understood relationship and what is mandated by the enabling legislation. The purpose of the agreement was to have a written understanding so that future Boards and Councils would understand the unique relationship and its history.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

NONE

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

SUPPORTING DOCUMENTS

Draft agreement and exhibits

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Date Concur March 14, 2011 Recommend Denial _____ No Recommendation _____

**NORTH CAROLINA
BEAUFORT COUNTY**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND THE
CITY OF WASHINGTON TOURISM DEVELOPMENT AUTHORITY**

THIS INTERLOCAL AGREEMENT is entered into as of the _____ day of _____, 2011, by and between **THE CITY OF WASHINGTON**, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter called "**CITY**") and **THE CITY OF WASHINGTON TOURISM DEVELOPMENT AUTHORITY**, a Public Authority under the Local Government Budget and Fiscal Control Act, organized and existing pursuant to North Carolina House Bill 592, Chapter 158, as ratified in the 1991 Session of the North Carolina General Assembly, and as later amended, and the **CITY** Charter and Code, as amended, (hereinafter called "**AUTHORITY**").

WHEREAS, pursuant to N.C.G.S. § 160A-461, the **CITY** may enter into interlocal agreements in order to execute any undertaking and establish matters of mutual consent.

WHEREAS, the **AUTHORITY** was created in 1991 pursuant to North Carolina House Bill 592, as amended, which also authorized the **CITY** to levy a **THREE PERCENT (3%)** room occupancy tax.

WHEREAS, the **CITY** was given the authority to collect an additional **THREE PERCENT (3%)** room occupancy tax and tourism development tax in 2001 pursuant to North Carolina House Bill 834, as ratified in the 2001 Session of the North Carolina General Assembly, for the purposes of marketing and promoting tourism.

WHEREAS, in 2001 the **AUTHORITY** hired a full time Executive Director and, in an effort to offer a competitive benefits and compensation package, the **CITY** and **AUTHORITY** informally agreed that said **AUTHORITY** Executive Director would be an employee of the **CITY**.

WHEREAS, the **CITY** and the **AUTHORITY** have determined that financial and certain procedural matters are mutually desirable and will provide greater efficiency and accountability.

WHEREAS, the **CITY** and the **AUTHORITY** desire to formally establish the relationship of the parties through this Interlocal Agreement.

NOW THEREFORE, in consideration of the promises and agreements herein made and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed by the **CITY** and the **AUTHORITY** as follows.

SECTION 1.A. The **AUTHORITY's** Executive Director and certain other **AUTHORITY** staff are and shall be employees of the **CITY** and will adhere to the **CITY's** personnel policies as well as all other administrative and financial directives and policies adopted by the Washington City Council. The benefits provided to said employees will be consistent with the benefits

provided to other **CITY** employees. The salaries and benefits of said employees shall be paid by the **CITY** and reimbursed to the **CITY** by the **AUTHORITY** out of the revenues collected by the **CITY**, and transferred to the **AUTHORITY**, from the room occupancy tax.

SECTION 1.B. The **AUTHORITY**'s Executive Director and other **AUTHORITY** staff will be hired, disciplined and, if necessary, terminated consistent with the rules, regulations, and policies of the **CITY** by the City Manager, or his designee, in and after consultation with the Chairman of the **AUTHORITY**'s Board of Directors (hereinafter called "Board"). The **AUTHORITY**'s Board will supervise and oversee the **AUTHORITY**'s staff to ensure that the **AUTHORITY**'s policies and directives are carried out. Additional oversight and supervision will be provided by the **CITY** on matters relating to **CITY** policy and the carrying out of **CITY** financial and personnel functions. The **CITY**'s Personnel Policy as well as other adopted policies will provide guidance and will apply to the **AUTHORITY**'s Executive Director and other staff.

SECTION 2. The **CITY** will provide certain financial and payroll services for the **AUTHORITY**. A monthly financial ledger will be provided to the **AUTHORITY** detailing expenses made in the **AUTHORITY** budget. Additional reports may be made available upon request. The **AUTHORITY** is responsible for an annual audit report and may contract with a person, firm or agency, chosen in its sole discretion, to assist in the preparation of the annual audit and general bookkeeping.

SECTION 3. The **AUTHORITY**'s Board shall conduct an annual performance review of the **AUTHORITY**'s Executive Director and the Chairman of the Board shall submit said review to the City Manager. The Chairman and the City Manager shall collaborate, as necessary, to finalize the annual performance review of the **AUTHORITY**'s Executive Director. Said review shall include the goals and objectives for the **AUTHORITY**'s Executive Director as established by the **AUTHORITY**'s Board and the City Manager. Furthermore, the **AUTHORITY**'s Executive Director shall be responsible for performance evaluations for all other staff of the **AUTHORITY**. In the event the **AUTHORITY**'s Executive Director or other staff exceed expectations, the **AUTHORITY** may, in its sole discretion, recommend to the City Manager a performance bonus consistent with the Personnel Policy of the **CITY**.

SECTION 4. The **AUTHORITY** shall maintain property, liability and public officials insurance and the limits on said insurance shall conform to **CITY** policy.

SECTION 5. The annual budget for the **AUTHORITY** will be established annually by the **AUTHORITY**'s Board prior to May 15th and submitted to the **CITY**. The salary and benefits of the **AUTHORITY**'s Executive Director and staff will be paid by the **CITY** and reimbursed to the **CITY** by the **AUTHORITY** out of room tax revenues and budgeted annually. The **CITY** will provide administrative oversight of the budget and will record budget amendment requests as established and submitted by the **AUTHORITY** so long as such requests are compliant with all pertinent laws, rules, and regulations. The **AUTHORITY** agrees that any budget amendment requests will be within existing resources and made for legal purposes. All budget amendments will first be reviewed and approved by the **AUTHORITY**'s Board.

SECTION 6. Both the **AUTHORITY** and the **CITY** agree that, when beneficial to both parties, the **AUTHORITY** may be consulted and included in the purchase of materials, supplies and contracts by the **CITY** (for example: cellular phone contracts and telephone systems). The **CITY** and its Departments agree to continue in their spirit of cooperation with the **AUTHORITY** when the **CITY** Departments' expertise is needed by the **AUTHORITY** and is reasonably available (for example: the Public Works Department assist the **AUTHORITY** with certain repairs or the Electric Department assist the **AUTHORITY** with the design and implementation of the phone systems).

SECTION 7. The **AUTHORITY** agrees that it will report to the **CITY** twice yearly regarding its plan of work and information pertinent to the relationship of the parties. However, the **AUTHORITY** may contract, in its sole discretion, with any person, firm or agency to assist it in carrying out the purpose of developing tourism in the **CITY**.

SECTION 8. This Interlocal Agreement may be terminated upon either party providing written notice to the other ONE HUNDRED TWENTY (120) days prior (March 3rd) to the end of the then current fiscal year (June 30th). This Interlocal Agreement shall remain in force and effect unless and until it is terminated as herein provided.

SECTION 9. This Interlocal Agreement may be amended only by written agreement of both parties.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the **AUTHORITY** has caused this Interlocal Agreement to be signed by its Chairman and the **CITY** has caused this Interlocal Agreement to be signed by its Mayor, all by authority duly given as of the day and year first written above.

PRE-AUDIT CERTIFICATE
CITY OF WASHINGTON

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
CITY OF WASHINGTON TOURISM DEVELOPMENT AUTHORITY

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.

Name: _____
Title: _____
City of Washington Tourism Development Authority

ATTEST:

CITY OF WASHINGTON

By: _____ (SEAL)
Cynthia S. Bennett, City Clerk

By: _____ (SEAL)
N. Archie Jennings, III, Mayor

Date

Date

**CITY OF WASHINGTON TOURISM
DEVELOPMENT AUTHORITY**

By: _____ (SEAL)
Nan McLendon, Chairman

Date

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that NAN McLENDON personally appeared before me this day, and being duly sworn by me, acknowledged that she is Chairman of the CITY OF WASHINGTON TOURISM DEVELOPMENT AUTHORITY, and that by authority duly given and as the act of the Board the foregoing instrument was signed by her.

Witness my hand and notary seal this _____ day of _____ 2011.

Notary Public

My Commission expires: _____

**NORTH CAROLINA
BEAUFORT COUNTY**

I, _____, a Notary Public of the State and County aforesaid, certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is City Clerk of the CITY OF WASHINGTON, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by N. ARCHIE JENNINGS, III, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and notary seal this _____ day of _____ 2011.

Notary Public

My Commission expires: _____



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: March 14, 2011
Subject: Beaufort County EMS Old Ford & Clarks Neck
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the Interim City Manager to enter into a two year contract with Beaufort County to provide EMS including ambulance services to Old Ford and Clark’s Neck.

BACKGROUND AND FINDINGS:

The current contract expires June 30, 2011. The proposed contract reflects a 2% per year increase from the current one year contract. The contract has been negotiated at a staff level between the City and County managers and attorneys and has not been formally presented to the City Council or the Beaufort County Board of Commissioners.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Contract

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Concur _____ Recommend Denial _____ No Recommendation
_____ Date March 14, 2011
Page 108 of 131

**NORTH CAROLINA
BEAUFORT COUNTY**

THIS CONTRACT is made and entered into effective as of the 1st day of July, 2011, by and between the **CITY OF WASHINGTON**, a municipal corporation organized under the laws of the State of North Carolina ("**CITY**"), and **BEAUFORT COUNTY**, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina ("**COUNTY**").

W I T N E S S E T H

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

WHEREAS, the **COUNTY** has negotiated with the **CITY** to obtain **EMS** for the fire districts named below under the terms and conditions contained herein.

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

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

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

C. **TERM.** The term of this Contract shall be for two (2) years, beginning on the 1st day of July, 2011 and ending on the 30th day of June, 2013 unless sooner terminated as provided for herein.

D. **COST OF EMS AND COUNTY PAYMENT.** The **CITY** and the **COUNTY** shall share the cost of maintaining **EMS** through the **CITY**'s General Fund – Department 5310. The **COUNTY**'s share of said cost shall be \$129,482.88 for year one of this Contract (July 1, 2011

through June 30, 2012) and \$132,072.54 for year two of this Contract (July 1, 2012 through June 30, 2013). Said amounts shall be due and payable from the COUNTY to the CITY, in advance and in equal quarterly installments, on July 1st, October 1st, January 1st, and April 1st of the respective, aforementioned years.

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

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

PRE-AUDIT CERTIFICATE

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

Jim W. Chrisman, Finance Officer
Beaufort County

ATTEST:

BEAUFORT COUNTY

Sharon Singleton, Clerk

Paul Spruill, Manager

COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

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

WITNESS my hand and official seal, this the ____ day of _____, 2011.

NOTARY PUBLIC

My Commission expires: _____.

PRE-AUDIT CERTIFICATE

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

Matt Rauschenbach, Chief Financial Officer
City of Washington

ATTEST:

CITY OF WASHINGTON

Cynthia S. Bennett, City Clerk

Peter T. Connet, Interim City Manager

COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

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

WITNESS my hand and official seal, this the ____ day of _____, 2011.

NOTARY PUBLIC

My Commission expires: _____.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: March 14, 2011
Subject: Washington Park Fire, Rescue, and Emergency Medical Services Contract
Applicant Presentation:
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the Mayor to enter into a three year contract with Washington Park to provide fire, rescue, and emergency medical services.

BACKGROUND AND FINDINGS:

The current contract expires June 30, 2011. The annual payment is based on the total tax base value of Washington Park multiplied by the current fire tax rate for the Bunyan Volunteer Fire District and the emergency medical services tax rate for the Broad Creek Tax District. The payment for the first year is \$33,155 and was \$29,950 for the last year of the existing contract. The contract has been approved by the Washington Park Town Board.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Contract

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Concur _____ Recommend Denial _____ No Recommendation
_____ Date March 14, 2011
Page 112 of 131

**NORTH CAROLINA
BEAUFORT COUNTY**

THIS CONTRACT is made and entered into effective as of the 1st day of July, 2011, by and between the **TOWN OF WASHINGTON PARK**, a municipal corporation organized under the laws of the State of North Carolina (hereinafter referred to as "**TOWN**"), and the **CITY OF WASHINGTON**, a municipal corporation organized under the laws of the State of North Carolina (hereinafter referred to as "**CITY**").

WITNESSETH:

WHEREAS, North Carolina General Statute § 160A-11, 160A-461, 160A-274, 160A-277 and 153A-250 authorize municipalities to contract for fire protection, rescue and emergency medical services, including ambulance services (hereinafter collectively referred to as "emergency services").

WHEREAS, the **TOWN** has negotiated with the **CITY** to obtain emergency services for the **TOWN** under the terms and conditions contained herein.

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

A. **SERVICES.** The **CITY** agrees to provide emergency services to the extent of the certifications of the responding crew(s) within the corporate limits of the **TOWN**. Upon receipt of a request for emergency services in the aforementioned area, the **CITY** shall dispatch the appropriate primary resources, if available. The dispatched primary resources shall render said emergency services to the limit of their certifications and, in the event further medical treatment is required, transport those patients requiring further medical treatment via an EMS or other vehicle to the nearest hospital. If the appropriate primary resources are unavailable, the **CITY** shall follow the mutual aid protocol then in effect.

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

C. **TERM.** The term of this Contract shall be for three (3) years, beginning on the 1st day of July, 2011 and ending on the 30th day of June, 2014 unless sooner terminated as provided for herein.

D. **PAYMENT FOR EMERGENCY SERVICES.** The **TOWN** shall pay to the **CITY** \$33,155.00 for the first year of this Contract (July 1, 2011 through June 30, 2012). This amount

was derived by adding the product of the total tax base value for the **TOWN** (as defined herein) multiplied by the current fire tax rate that is utilized for the Bunyan Volunteer Fire District with the product of the total tax base value for the **TOWN** multiplied by the emergency medical services tax rate for the Broad Creek Tax District. The total tax base value for the **TOWN** is the amount provided to the **CITY** by the Beaufort County Tax Office; is all inclusive of the value of all real, personal, vehicle/auto, and public services companies, the latter value being an amount provided to the Beaufort County Tax Office by the North Carolina Department of Revenue; and is \$51,804,923.00 as of March 1, 2011. Similarly, the fire tax rate and emergency medical services tax rate referred to above are the rates (amounts) provided to the **CITY** by the Beaufort County Tax Office and are \$.029/\$100 and \$.035/\$100, respectively, as of March 1, 2011. The above formula, along with said amounts and rates as then provided by the Beaufort County Tax Office each year, shall be utilized by the **CITY** to calculate the amount the **TOWN** shall pay to the **CITY** for the second year of this Contract (July 1, 2012 through June 30, 2013), and the third year of this Contract (July 1, 2013 through June 30, 2014). This calculation shall be made by the **CITY** and the **CITY** shall notify the **TOWN** of the amount due hereunder for the second and third years of this Contract by June 30th of each year. Said payments shall be made no later than October 31st of each fiscal year in which this Contract remains in effect. In the event it becomes impractical to use said formula, for instance if either tax rate should no longer exist, the parties hereto shall meet and negotiate in good faith to reach an agreement as to the amount that shall be due from the **TOWN** to the **CITY** hereunder.

E. **CANCELLATION.** Either party may cancel this Contract with a ninety (90) day written, cancellation notice signed by the Mayor of the **CITY** or **TOWN** desiring cancellation and delivered to the Mayor of the other. In the event either party cancels this Contract effective on a date other than a Contract anniversary date (July 1), the payment for emergency services required hereunder for that particular year 1) if not already paid, shall be pro-rated and paid by the **TOWN** to the **CITY** on the date the cancellation is effective, or 2) if already paid, shall be pro-rated and the **CITY** shall reimburse the **TOWN** accordingly on the date cancellation is effective.

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

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

PRE-AUDIT CERTIFICATE

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

Dennie Dale, Finance Director
Town of Washington Park

ATTEST:

TOWN OF WASHINGTON PARK

Dennie Dale, Clerk

Thomas Richter, Mayor

COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

I, _____, a Notary Public of the State and County aforesaid, certify that DENNIE DALE personally appeared before me this day and acknowledged that she is the Clerk of the **TOWN OF WASHINGTON PARK**, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by THOMAS RICHTER, its Mayor, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 2011.

NOTARY PUBLIC

My Commission expires: _____.

PRE-AUDIT CERTIFICATE

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

Matt Rauschenbach, Chief Financial Officer
City of Washington

ATTEST:

CITY OF WASHINGTON

Cynthia S. Bennett, City Clerk

N. Archie Jennings, III, Mayor

COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

I, _____, a Notary Public of the State and County aforesaid, certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is the City Clerk of the **CITY OF WASHINGTON**, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by N. ARCHIE JENNINGS, III, its Mayor, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the ____ day of _____, 2011.

NOTARY PUBLIC

My Commission expires: _____.



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: March 9, 2011
Subject: Approval of Legally Binding Commitment (LBC) between the City and Metropolitan Housing & CDC Inc.
Applicant Presentation: Reed Whitesell, Holland Planning
Staff Presentation: John Rodman, Planning and Development

RECOMMENDATION:

Staff is requesting City Council approve the Legally Binding Commitment (LBC) between the City of Washington and Metropolitan Housing & CDC Inc. related to the proposed development of 5 new stick-built homes with FY 05 Community Development Block Grant (CDBG) Housing Development funds.

revision of LBC to be emailed

BACKGROUND AND FINDINGS:

The City has reviewed and edited the draft of the Legally Binding Commitment (LBC) included in the FY05 CDBG Housing Development program amendment and made modifications to clarify the agreement and guarantee that the LBC will include performance measures related to financing and LMI occupancy if the non-profit developer fails to complete the development and conveyance of 5 new stick-built homes to low to moderate income households as specified in the FY-05 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 at Keys Landing Subdivision.

PREVIOUS LEGISLATIVE ACTION

FY 05 CDBG Housing Development Grant Agreement
2011 Program Amendment

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	Recommend	Denial _____
				No Recommendation
		March 14, 2011		
		Page 116 of 131		

**Legally Binding Commitment
City of Washington and
Metropolitan Housing and Community Development Corporation, Inc.
FY2005 CDBG Housing Development Program**

This Legally Binding Commitment for the City of Washington FY05 CDBG Housing Development Program (hereinafter referred to as the "Agreement") is entered into as of the ____ day of _____, 2011, by and between the City of Washington (hereinafter referred to as the "City") and Metropolitan Housing and Community Development Corporation, Inc., (hereinafter referred to as "METROPOLITAN").

RECITALS

WHEREAS, the City received an FY05 Community Development Block Grant-Housing Development (hereinafter referred to as "Grant") in the amount of \$250,000.00 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 land acquisition and the construction of City-maintained infrastructure in support of the development, construction and conveyance of five (5) 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, METROPOLITAN 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, the FY05 Grant Project Application (hereinafter referred to as "Grant Application"), the Grant Agreement, Funding Approval and any and all subsequent amendments thereto, extensions thereto, and/or other relevant conditions imposed by DCA, all of which are incorporated herein by reference as is if fully set forth (collectively may be referred to as "Grant Documents").

WHEREAS, the release of Grant funds by DCA is contingent upon, among other things, a legally binding commitment between the City and METROPOLITAN that obligates both parties to fulfill the terms of the Grant and, more particularly, defines METROPOLITAN'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 METROPOLITAN mutually agree as follows.

PART A – ACTIVITIES AND PERIOD OF PERFORMANCE

Section 1 METROPOLITAN will perform the following.

1. Obtain and provide, to DCA's satisfaction, a verifiable financing mechanism for, and complete construction, conveyance and occupancy of, five (5) affordable housing units to LMI households consistent with and as described in the Grant Documents no later than April 30, 2012 or such later time as may be provided for in the Grant Documents. Said verifiable financing mechanism shall include a written financing plan, including verifiable letters of support/financing from for-profit and non-profit funding resources, for review by and approval from the City and DCA. This Agreement shall be

contingent upon Metropolitan receiving approval of said verifiable financing mechanism from the City and DCA.

3. Qualify and counsel potential homebuyers to purchase completed units.
4. Market and coordinate the sale of the properties to LMI households. METROPOLITAN shall submit a written sales and marketing plan for review by and approval from the City and DCA. This Agreement shall be contingent upon METROPOLITAN receiving approval of said sales and marketing plan from the City and DCA.
5. Address all questions regarding the Grant and Grant Documents to the City-appointed Grant contact, not DCA.
6. Fulfill all of its and the City's obligations under the Grant and Grant Documents that are either directly or indirectly dependent upon METROPOLITAN 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 may be more specifically provided for in the Grant Documents, METROPOLITAN 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 through, by, and in reliance upon Holland Consulting Planners, Inc., the consultant with whom the City has contracted to administer the Grant.

1. Provide financial management of Grant funds.
2. Manage the CDBG property acquisition activity and convey the acquired property to METROPOLITAN consistent with the Grant Documents and without additional consideration on a date mutually agreed upon following execution of this Agreement.
3. Manage the CDBG and City-financed infrastructure activities, including construction of all required City-owned water, sewer, streets, and drainage improvements, required to serve the five-unit housing development.
4. Establish benchmarks and monitor the project for progress toward goals.
5. Provide METROPOLITAN with copies of relevant DCA correspondence regarding the project including, but not limited to, policy interpretation or changes, reporting requirements, monitoring visits, etc.
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 30, 2012 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 METROPOLITAN regarding requests for reimbursement of METROPOLITAN 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 Documents and this Agreement may not be amended or revised without approval from DCA.

3. METROPOLITAN shall keep and maintain all books, records, and other documentation that are its responsibility, under its control, and directly related to its receipt and disbursement of Grant funds and its 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 and other Grant Documents between the City and DCA, and agree that any conflict between the provisions, requirements, duties, or obligations of this Agreement and the Grant Documents shall be resolved in favor of the Grant Documents.
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 METROPOLITAN under this Agreement, whether with respect to persons or property of METROPOLITAN, or third parties. METROPOLITAN agrees to obtain insurance or otherwise protect itself or others as it may deem desirable. Further, METROPOLITAN 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, or corporation who may be injured or damaged by METROPOLITAN or its agents in the performance of this Agreement.
7. METROPOLITAN 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. METROPOLITAN may not assign any interest in this Agreement, nor transfer any interest in the same, without the written consent of the City.
9. METROPOLITAN 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 Documents. 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, METROPOLITAN 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 METROPOLITAN.
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.

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

METROPOLITAN hereby expressly acknowledges that, if it fails to acquire, develop, construct, and convey five (5) affordable housing units to LMI households as described in this Agreement and the Grant Documents by April 30, 2012 and if the City is required to reimburse DCA any Grant funds expended due to METROPOLITAN'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 \$50,000.00 per unit), the City reserves the right to request and seek reimbursement for the same from METROPOLITAN.

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 METROPOLITAN 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 METROPOLITAN 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) METROPOLITAN and the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. METROPOLITAN 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. METROPOLITAN 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) METROPOLITAN and the City will, in all solicitations or advertisements for employees placed by or on behalf of METROPOLITAN or the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (iii) METROPOLITAN 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 METROPOLITAN 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) METROPOLITAN 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) METROPOLITAN 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 METROPOLITAN or the City fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and METROPOLITAN 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) METROPOLITAN and the City will include the provisions of this and the preceding Paragraphs (i) through (vi) 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. METROPOLITAN 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 METROPOLITAN 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, METROPOLITAN 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) METROPOLITAN 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) METROPOLITAN 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 METROPOLITAN 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

METROPOLITAN/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.

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

(Signatures On Following Page)

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

**METROPOLITAN HOUSING AND COMMUNITY
DEVELOPMENT CORPORATION, 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 **Metropolitan Housing and Community Development Corporation, Inc.**, and that by authority duly given and as the act of Metropolitan Housing and Community Development Corporation, Inc. the foregoing instrument was signed by him/her.

Witness my hand and notary seal this _____ day of _____ 2011.

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 _____ 2011.

Notary Public

My Commission expires: _____



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: March 14, 2011
Subject: Award Financing Bid for Installment Purchases
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council award a \$1,256,050 installment purchase financing bid to Bank of America, N.A. and authorize the C.F.O. to execute the necessary documents to close this transaction.

BACKGROUND AND FINDINGS:

In this year’s budget, Council authorized the City to borrow \$1,256,050 to fund the projects on the attached list. Five proposals were received from financial institutions (see attached list) on February 11, 2011.

PREVIOUS LEGISLATIVE ACTION

2010-2011 adopted budget

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Financial institution bids
- Financing proposal
- Installment purchase project list

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

INSTALLMENT PURCHASES

			Detail \$	Budget \$	Summary \$	
10-00-4132-7402	Information Technology			34,050		
		Storage Area Net	11,500			
		Ethernet Switches	12,500			
		Virtual Server Host	10,050			
10-00-4400-7401	Miscellaneous	Telephone system		100,000		
10-10-4310-7402	Police	Two Police vehicles		66,000		
10-20-4510-7401	Street Maintenance	Ditch bank mower		25,000		
	Total General Fund					225,050
35-90-7220-7401	Electric Director	Vehicle 614		22,000		
35-90-7250-7401	Electric Meter Services			104,000		
		Vehicle 658	24,000			
		3 phase meters	40,000			
35-90-8370-7401	Substation Maintenance			305,000		Lien Allowable
		Main sub B2 breaker replacement	45,000			No
		Generator relocation	120,000			Yes
		Distribution reclosers	22,000			Yes
		SCADA radios	15,000			Yes
		Load management switches	12,500			Yes
		Capacitors	8,500			Yes
		Wharton sub transformer	35,000			No
		Main sub T2 protection relay upgrades	12,000			No
		Travel Store Generator relocation (Cratch's)	15,000			Yes
		Substation recloser replacement 5 th St circuit	20,000			No
35-90-8390-7401	Power Line Construction			460,000		
		Vehicle 604, bucket truck	200,000			Yes
		6.5 miles of line rebuild Pinetown to Terra Ceia	260,000			No
	Total Electric Fund					891,000
38-90-4710-7401	Solid Waste Collection	Vehicle 488 rearload garbage truck		140,000		
	Total Solid Waste Fund					140,000
Grand Total				1,256,050		1,256,050
						884,050 Security Interest
						372,000 No Security Interest
						1,256,050

March 14, 2011
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Charles T. Maguire
Senior Vice President
Government Equipment Finance

Banc of America Public Capital Corp
VA2-300-18-02
1111 E. Main Street, 18th Floor
Richmond, VA 23219

Email: charles.maguire@bam1.com
Tel: (804) 788-3345
Fax: (804) 262-8344

March 3, 2011

Matt Rauschenbach
CFO/Assistant City Manager

Via Email at mrauschenbach@washingtonnc.gov

Dear Mr. Raushenbach,

Banc of America Public Capital Corporation ("BAPCC") on behalf of Bank of America, N.A. is pleased to submit to you ("Lessee") the lease financing proposal (the "Proposed Transaction") described in the attached Summary of Terms and Conditions (the "Term Sheet").

This letter and the Term Sheet (collectively, the "Proposal" or "Proposal Letter") include only a brief description of the principal terms of the Proposed Transaction, and are intended for discussion purposes only. This Proposal Letter is not intended to and does not create any binding legal obligation on the part of either party. THIS PROPOSAL LETTER IS NOT, AND IS NOT TO BE CONSTRUED AS, A COMMITMENT OR OFFER BY BAPCC OR ANY RELATED ENTITY TO ENTER INTO THE PROPOSED TRANSACTION. BAPCC will not be obligated to provide any financing until the satisfactory completion of its credit, legal and investment approval process. The terms and conditions of this Proposal Letter shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this Proposed Transaction.

This Proposal must be accepted on or before **March 15, 2011** in order for BAPCC to proceed with its consideration of the Proposed Transaction. To accept this proposal, please sign the enclosed copy of this letter and return it, by no later than March 15, 2011 to:

Banc of America Public Capital Corp
1111 E. Main Street, 18th Floor
Richmond, VA 23832
P - 804-788-3345
F - 804-788-3432

We appreciate this opportunity to present Bank of America.

Very truly yours,

BANC OF AMERICA PUBLIC CAPITAL CORP

Charles T. Maguire
Senior Vice President

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, Bank of America N.A. and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

Washington City, NC

By: _____

Title: _____

Date: _____

Please provide Federal ID No.: _____

<p>Insurance Information:</p> <p>Carrier: _____</p> <p>Contact: _____</p> <p>Telephone No. _____</p>

SUMMARY OF TERMS AND CONDITIONS

Date: March 3, 2011

Lessee: Washington City, NC ("Lessee")

Lessor: Bank of America, N.A. (BANA), Banc of America Public Capital ("BAPCC") or its designee ("Lessor")

Equipment: Essential use assets, subject to BAPCC approval.

Lease Structure: This Lease will be intended as a **BANK QUALIFIED** security transaction; all tax benefits will remain with Lessee; the lease will be a net financial lease, and all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Lessee.

Security: BAPCC will have a security interest in the equipment financed as indicated in the City's RFP.

Term: 59 Months

Maximum Funding: \$1,256,050

Rates: **Bank Qualified**
2.22% -

The current rates are locked for from the date of this Term Sheet until April 11, 2011 and will be honored so long as the transaction is funded before such date. After April 11, 2011, Purchaser may adjust the rate upward depending on changes in interest rates between April 11, 2011 and the date the final pricing is determined.

In order to lock the rate, Washington City must notify (email is fine) BAPCC of acceptance of the rates within 7 business days from the issuance of this proposal.

Payments: Monthly, in arrears (See amortization schedule)

Insurance: Lessee may be required to provide, at its expense, casualty insurance (with such deductibles as Lessor may approve) Lessor has the ability, if necessary, to obtain and provide any insurance certificate required.

Prepayment: Any payment date at 101%.

Governmental Entity Lease: The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status.

Lessee will indemnify Lessor only as to the actions or omissions of the lessee, on an after-tax basis, against any loss of Federal income tax exemption of the interest portion of the rentals

and against any penalties and interest imposed by the Internal Revenue Service on Lessor in connection therewith on a lump-sum basis.

Non-Appropriation

Termination: Lessee affirms that funds are available for the current fiscal year and reasonably believes that sufficient funds can be obtained to make all rental payments during each subsequent fiscal year. Lessee will regularly budget for and otherwise use its best efforts to obtain funds for the continuation of the rentals in this transaction.

Expenses: Lessee and Lessor will each be responsible for its own expenses incurred in connection with the preparation, negotiation and closing of the lease documentation. There are no other fees or costs associated with this transaction.

Escrow

Account: If Lessee so desires, subject to compliance with applicable regulations under the Internal Revenue Code, including, but not limited to arbitrage regulations, the proceeds of the Lease may be deposited in an escrow acceptable to Lessor, and disbursements made therefrom to pay for Equipment upon the execution and delivery of an acceptance certificate (and related documents) by Lessee and approved by Lessor.

Documents: Lease documents in form and substance satisfactory to Lessor and its local counsel must be executed and delivered. If Lessor requests, Lessee will also furnish duly executed landlord and mortgage waivers and supporting information. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor.

Credit Due

Diligence: In order to complete its credit due diligence, Banc of America Public Capital Corp Credit Administration will need you to provide:

- Three years of most recent audited financial statements;
- Most recent fiscal year's Budget;
- Insurance Certificate

Loan Amortization:

<u>Date</u>	<u>Funding</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
Feb-11-11	\$1,256,050.00				\$1,256,050.00
Mar-11-11		\$22,491.63	\$2,323.69	\$20,167.94	\$1,235,882.06
Apr-11-11		\$22,491.63	\$2,286.38	\$20,205.25	\$1,215,676.82
May-11-11		\$22,491.63	\$2,249.00	\$20,242.63	\$1,195,434.19
Jun-11-11		\$22,491.63	\$2,211.55	\$20,280.07	\$1,175,154.12
Jul-11-11		\$22,491.63	\$2,174.04	\$20,317.59	\$1,154,836.53
Aug-11-11		\$22,491.63	\$2,136.45	\$20,355.18	\$1,134,481.35
Sep-11-11		\$22,491.63	\$2,098.79	\$20,392.84	\$1,114,088.51
Oct-11-11		\$22,491.63	\$2,061.06	\$20,430.56	\$1,093,657.94
Nov-11-11		\$22,491.63	\$2,023.27	\$20,468.36	\$1,073,189.58
Dec-11-11		\$22,491.63	\$1,985.40	\$20,506.23	\$1,052,683.36
Jan-11-12		\$22,491.63	\$1,947.46	\$20,544.16	\$1,032,139.19
Feb-11-12		\$22,491.63	\$1,909.46	\$20,582.17	\$1,011,557.02
Mar-11-12		\$22,491.63	\$1,871.38	\$20,620.25	\$990,936.78
Apr-11-12		\$22,491.63	\$1,833.23	\$20,658.39	\$970,278.38
May-11-12		\$22,491.63	\$1,795.02	\$20,696.61	\$949,581.77
Jun-11-12		\$22,491.63	\$1,756.73	\$20,734.90	\$928,846.87
Jul-11-12		\$22,491.63	\$1,718.37	\$20,773.26	\$908,073.61
Aug-11-12		\$22,491.63	\$1,679.94	\$20,811.69	\$887,261.91

Sep-11-12	\$22,491.63	\$1,641.43	\$20,850.19	\$866,411.72
Oct-11-12	\$22,491.63	\$1,602.86	\$20,888.77	\$845,522.96
Nov-11-12	\$22,491.63	\$1,564.22	\$20,927.41	\$824,595.54
Dec-11-12	\$22,491.63	\$1,525.50	\$20,966.13	\$803,629.42
Jan-11-13	\$22,491.63	\$1,486.71	\$21,004.91	\$782,624.51
Feb-11-13	\$22,491.63	\$1,447.86	\$21,043.77	\$761,580.73
Mar-11-13	\$22,491.63	\$1,408.92	\$21,082.70	\$740,498.03
Apr-11-13	\$22,491.63	\$1,369.92	\$21,121.71	\$719,376.32
May-11-13	\$22,491.63	\$1,330.85	\$21,160.78	\$698,215.54
Jun-11-13	\$22,491.63	\$1,291.70	\$21,199.93	\$677,015.61
Jul-11-13	\$22,491.63	\$1,252.48	\$21,239.15	\$655,776.46
Aug-11-13	\$22,491.63	\$1,213.19	\$21,278.44	\$634,498.02
Sep-11-13	\$22,491.63	\$1,173.82	\$21,317.81	\$613,180.22
Oct-11-13	\$22,491.63	\$1,134.38	\$21,357.24	\$591,822.97
Nov-11-13	\$22,491.63	\$1,094.87	\$21,396.76	\$570,426.22
Dec-11-13	\$22,491.63	\$1,055.29	\$21,436.34	\$548,989.88
Jan-11-14	\$22,491.63	\$1,015.63	\$21,476.00	\$527,513.88
Feb-11-14	\$22,491.63	\$975.90	\$21,515.73	\$505,998.15
Mar-11-14	\$22,491.63	\$936.10	\$21,555.53	\$484,442.62
Apr-11-14	\$22,491.63	\$896.22	\$21,595.41	\$462,847.21
May-11-14	\$22,491.63	\$856.27	\$21,635.36	\$441,211.85
Jun-11-14	\$22,491.63	\$816.24	\$21,675.39	\$419,536.47
Jul-11-14	\$22,491.63	\$776.14	\$21,715.49	\$397,820.98
Aug-11-14	\$22,491.63	\$735.97	\$21,755.66	\$376,065.32
Sep-11-14	\$22,491.63	\$695.72	\$21,795.91	\$354,269.42
Oct-11-14	\$22,491.63	\$655.40	\$21,836.23	\$332,433.19
Nov-11-14	\$22,491.63	\$615.00	\$21,876.63	\$310,556.56
Dec-11-14	\$22,491.63	\$574.53	\$21,917.10	\$288,639.46
Jan-11-15	\$22,491.63	\$533.98	\$21,957.64	\$266,681.82
Feb-11-15	\$22,491.63	\$493.36	\$21,998.27	\$244,683.55
Mar-11-15	\$22,491.63	\$452.66	\$22,038.96	\$222,644.59
Apr-11-15	\$22,491.63	\$411.89	\$22,079.74	\$200,564.85
May-11-15	\$22,491.63	\$371.04	\$22,120.58	\$178,444.27
Jun-11-15	\$22,491.63	\$330.12	\$22,161.51	\$156,282.76
Jul-11-15	\$22,491.63	\$289.12	\$22,202.50	\$134,080.26
Aug-11-15	\$22,491.63	\$248.05	\$22,243.58	\$111,836.68
Sep-11-15	\$22,491.63	\$206.90	\$22,284.73	\$89,551.95
Oct-11-15	\$22,491.63	\$165.67	\$22,325.96	\$67,225.99
Nov-11-15	\$22,491.63	\$124.37	\$22,367.26	\$44,858.73
Dec-11-15	\$22,491.63	\$82.99	\$22,408.64	\$22,450.10
Jan-11-16	\$22,491.63	\$41.53	\$22,450.10	\$0.00
	-----	-----	-----	-----
	\$1,256,050.00	\$1,327,006.04	\$70,956.04	\$1,256,050.00