



JUNE 13, 2011  
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from May 2, 16, & 23, 2011 **(page 5)**

Approval/Amendments to Agenda

Presentations: Gregory Matthew Williamitis, Jr. – Scout of the Year Award  
NC Department of Labor Safety Awards  
Electric Department Safety Award  
Electric Department Lineman Career Development

I. Consent Agenda:

- A. Appoint – Matt Rauschenbach as Acting City Manager for the period July 1, 2011 through July 31, 2011 **(page 49)**
- B. Adopt – Grant Project Ordinance Amendment Keysville Road **(page 50)**
- C. Authorize – Matt Rauschenbach to act as the Authorized Agent for NC Department of State Treasurer, Local Government Commission – application for approval of installment purchase contract for Impressions Improvements **(page 52)**
- D. Award – the Financing Bid for the Installment Purchase Contract of the Impressions Building Improvement Project – not to exceed (\$800,000) **(page 53 )**
- E. Award – Roofing Contract to Curtis Construction Co., Inc for roofing work at Impressions (\$340,900) **(page 61)**
- F. Approve – Contracts for Water and Wastewater Treatment Chemicals **and** Approve Purchase Orders for Chemical Purchases (\$368,135) **(page 63)**
- G. Adopt – Ordinance Amendment for Chapter 38, Water, to add Sections 38-130 – 38-141 – Water Shortage Response Plan **(page 65)**



June 13, 2011

- H. Adopt – Ordinance Amendment for Chapter 18, Section 18-128 – One-hour parking areas **(page 74)**
- I. Approve – Purchase of a Rear Loader Refuse Truck from Lilley International (\$112,679.42) **(page 76)**
- J. Approve & Authorize – Director of Parks and Recreation to execute Waterfront Docking Agreement for East Carolina University **(page 78)**
- K. Approve & Authorize – Civic Center Lease and Management Agreement **and** Authorize Mayor to execute the agreement **(page 86)**
- L. Adopt – Resolution to lease property off Water Street and adjoining the old “McQuay” Building to Pirates Pub, for a period of Two (2) years **(page 101)**
- M. Authorize – the Interim City Manager or his designee to proceed with the removal of the Pamlico Auto Sales Building located at 131 Bridge Street at a cost not to exceed \$3,000 **(page 114)**
- N. Approve – Purchase Orders >\$20,000 **(page 119)**
- II. Comments from the Public:
- III. Public Hearing on Zoning: **6:00 PM**
  - A. None
- IV. Public Hearing – Other:
  - A. None
- V. Scheduled Public Appearances:
  - A. Bob Henkel – Flags/Banners Presentation and Greenway Update
- VI. Correspondence and Special Reports:
  - A. Memo – Contracts for Petroleum Products **(page 126)**
  - B. Memo – Paving Request for Portion of West 12<sup>th</sup> Street – Wayne Harrell **(page 128)**
  - C. Memo – Sidewalk Request along the 700 Block of West 15<sup>th</sup> Street – Ms. Dorothy Civils **(page 132)**



June 13, 2011

- D. Memo – Update on Havens Gardens Boat Ramp **(page 134)**
  - E. Memo – Update on Festival Park **(page 135)**
  - F. Memo - Update on Army Corp of Engineers Rescinding CAMA Permit Conditions **(page 136)**
  - G. Memo – Update on Kugler Field **(page 152)**
  - H. Memo – Community Branding Project **(page 155)**
  - I. Memo – Asbestos Site Inspection Transfer **(page 156)**
- VII. Reports from Boards, Commissions and Committees:
- A. Human Relations Council **(page 158)**
  - B. Report – Mr. Trent Tetterton – Washington Harbor District Alliance (WHDA) – Authorization to proceed with offering Old City Hall for Sale
  - C. Financial Reports **(emailed as available)**
- VIII. Appointments:
- A. Appointments – to Various Boards, Commissions, and Committees **(page 160)**
- IX. Old Business:
- A. Authorize – Manager to sign a professional services agreement to perform engineering services necessary for the Main and Respass Street lift station replacement project **(page 196)**
  - B. Adopt – Electric Rate Schedules **(page 255)**
  - C. Approve & Authorize – the City Manager to execute a change order for Phase I Festival Park to WIMCO for a new contract amount of (\$126,910.45) **(page 262)**
  - D. Approve & Authorize – the City Manager to execute a change order for the 2008 BIG- P dock contract in the amount of (\$24,500) to TD Eure for a new contract amount of (\$329,900) **(page 272)**



June 13, 2011

- E. Adopt – Ordinance condemning the structure located at 603/605 Park Drive and Award the demolition contract **(page 274)**
- F. Authorize – Interim City Manager to enter into an Interim Agreement for FBO operation – 90 day extension **(page 277)**
- X. New Business:
  - A. Accept & Adopt – the Recommendation of the Planning Department **and** Adopt Ordinance to amend Chapter 20, Offenses and Miscellaneous Article 1, by adding Sec. 20-17 (Graffiti) **(page 299)**
  - B. Approve – the Template for and Authorize City Manager to enter into Lease Agreement for rooms at the Peterson Building on an annual basis **(page 303)**
  - C. Approve – Classification and Pay Grade Changes **(to be emailed)**
  - D. Adopt – Budget Ordinance Amendment Workers Comp Reserve FY 2011/12 **(page 314)**
  - E. Adopt – Revised Policy for Water & Sewer Billing Adjustment **(page 319)**
  - F. Adopt – Budget Ordinance – Fiscal Year 2011-2012 **(page 323)**
- XI. Any Other Items From City Manager:
  - A. Update – Police Department Funding
- XII. Any Other Business from the Mayor or Other Members of Council
  - A. Discussion – ETJ Boundary **(Mayor Pro tem Roberson)**
- XIII. A. Closed Session – Under § NCGS 143-318.11(a)(6) Personnel
- XIV. Adjourn – Until June 27, 2011 at 5:30 pm, in the Council Chambers at the Municipal Building.

The Washington City Council met in a regular session on Monday, May 2, 2011 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Archie Jennings, Mayor; Doug Mercer, Councilman; Ed Moultrie, Councilman; William Pitt, Councilman; Gil Davis, Councilman; Bobby Roberson, Mayor Pro tem; Pete Connet, Interim City Manager; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

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

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

Mayor Jennings acknowledged the passing of former Councilman Ed Gibson on 4/30/11. Mayor Jennings extended the invitation for Council to sit together when attending the memorial service.

#### **APPROVAL OF MINUTES**

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the minutes of April 11, 19, & 25, 2011 as presented.

#### **APPROVAL/AMENDMENTS TO AGENDA**

Councilman Mercer suggested the following amendments to the agenda:

1. Moving: Item C under Old Business – Award contract for Bucket Truck Purchase **and** Approve Purchase Order \$173,275 to the Consent Agenda as Item E. (the \$26,000 may not be used for the acquisition of the truck but be paid back on the principle debt service immediately. This will reduce the debt service approximately \$5,100 a year for the next five years.)

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council unanimously approved moving the contract award for the Bucket Truck to the Consent Agenda.

2. Move purchase orders: 1.) T & D Solutions., \$85,493 and 2.) Ramey Kemp & Assoc., \$58,710 under Old Business for discussion and clarification.
3. Remove New Business A: Adopt Resolution supporting the nomination of the North Market Street Historic District to the National Register. The Historic Preservation Commission has a public hearing tomorrow evening and feels Council should receive their recommendation before acting upon it tonight. Mr. Rodman noted that the application needs to be presented to the National Register by June 9<sup>th</sup>. This item was originally scheduled to come before Council on May 9<sup>th</sup> but the Council meeting was moved to May 2<sup>nd</sup>. Mayor Jennings suggested Council consider some limited action at the Committee of the Whole meeting.

Mayor Jennings suggested that Old Business Item G – Adopt – Resolution Authorizing Filing of an Application for Approval

of a Financing Agreement be moved to section IV. Public Hearing, the advertising requirements have been met.

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

**CONSENT AGENDA**

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

- A. Adopt – Budget Ordinance Amendment for Purchase of Water Meters for the Beaufort Pointe Development  
**(copy attached)**
- B. Adopt – Budget Ordinance Amendment E911  
**(copy attached)**
- C. Approve – Purchase Orders over \$20,000  
 \*Requisition #9009, Concrete Conservation Inc., \$41,925, line sewer man holes. Account 32-90-8210-4500.  
  
**(moved to Old Business for discussion)**\*Requisition #9062, T A Loving Co., \$3,800,902, storm water drainage improvements. Account 58-90-5710-4500.  
  
 \*Requisition #9071, EMA Resources., \$47,375, sludge removal. Account 32-90-8220-4500.  
  
 \*Requisition #9077, Ramey Kemp & Assoc., \$58,710, remaining engineering work for Brown St. bridge project. Account 10-20-4511-7300.  
  
 \*Requisition #9099, Petroleum Traders., \$120,000, balance of the year gasoline purchases. Account 10-20-4250-3101.  
  
**(moved to Old Business for discussion)**\*Requisition #9094, T&D Solutions., \$85,493, DOT reimbursable Hwy 17 utility relocation. Account 35-90-7220-0411.
- D. Authorize – City Manager to sign Release, Hold Harmless & Indemnification Agreement With Bridge Harbor, LLC (Fireworks)  
**(copy attached)**
- E. Moved from Old Business Item C - Award – Contract For Bucket Truck Purchase And Approve Purchase Order  
**(copy attached)**

**GARY CERES – OWNER, “I CAN’T BELIEVE IT’S A BOOKSTORE” – GRAFFITI DOWNTOWN AREA**

Mr. Ceres expressed his concern pertaining to the graffiti in the downtown area. Mr. Ceres stated approximately two weeks ago he noticed on the back of the building downtown a very offensive racial slur. Mr. Ceres voiced his concern by calling both the Police Department and several other City

agencies and was told there was nothing that could be done because it was private property. He then contacted two members of the Council (Mayor Pro tem Roberson & Councilman Moultrie). Mayor Pro tem Roberson contacted the business owner and had the Public Works department remove the graffiti by morning.

Mr. Ceres provided Council with photos displaying numerous amounts of graffiti downtown. Tourist, families and our community should not be subjected to graffiti any longer. Some of this graffiti is located in Union Alley, the Hotel Louise, Washington Jewelers and the Belk Tyler Building.

Mr. Ceres is requesting City Council assign a department to take care of the graffiti. Once the City takes care of the initial problem the business owners which are now aware of the problem will be able to take care of it every time it pops up.

Mayor Jennings thanked Mr. Ceres for making Council aware of this issue and stated they will find a way to fix this because it is a City and public problem. Mayor Jennings asked Chief Reed if graffiti is against the law and Chief Reed responded 'yes'. Chief Reed noted he has requested of business owners whenever graffiti appears to call the PD and the PD documents the graffiti. They then try to go to the owner of the business and urge them to remove it as quickly as possible (seeking the business owner participation). Chief Reed noted they will work with any business and do all they can to help.

Mayor Jennings directed Mr. Connet to formulate an official strategy to deal with this issue. Mr. Connet stated he would contact Beth Byrd, WHDA as well because in some communities this is handled in conjunction with a main street program.

#### **BILL FORMAN – BAY DESIGN GROUP BIG P PROJECT PRESENTATION**

Bill Forman, Bay Design Group, Project Engineer for Phase 3 of the Waterfront Docks Project explained the project includes construction of 14 additional slips as fixed docks on the ends of docks A & B under a BIG Grant. Mr. Forman provided Council with the status of the project:

- Project started in late March
- 84 piles to be driven before the end of an environmental moratorium - dated April 1<sup>st</sup> but were able to get a two week extension
- Contractor ran into some conditions that he was not able to drive piles through and now we are in the process of doing an investigation regarding driving pilings. Mr. Forman reminded Council that they drove upward of 200 piles 10 years ago with Phases 1 & 2 which was very much in the same place (never having a complaint or request for claim or additional compensation).
- Additional Cost information but would like to fine tune it before presenting to Council
- Process of getting Geotechnical conditions
- Ultimate goal is to work within monetary confines of existing contract
- Contract constraints - Contractor equipment not adequate to do task
- Start on October 1<sup>st</sup> and finish by end of year as required by grant/contract

Councilman Mercer inquired if he had difficulties with rock 10 years ago and Mr. Forman stated only with riprap. He has checked his documentation and they did not have any claims or request for additional compensation.

Mayor Jennings requested Mr. Forman submit findings concerning specifications in a memo format at the Committee of the Whole meeting. Also, Mr. Forman stated he will come back at the June meeting when everything should be resolved.

**BILL SYKES – WHDA PICKIN’ ON THE PAMLICO ALCOHOL REQUEST**

Bill Sykes, Treasurer WHDA noted this year will be there 6<sup>th</sup> year Annual Pickin’ on the Pamlico. The event is primarily a food event but the beer and wine garden is a supplement to the fundraising effort.

WHDA requests Council approve the sale and consumption of alcohol at Pickin’ on the Pamlico. A special events permit has been granted through Kristi Hardison and located at a well controlled area.

By motion of Councilman Davis, seconded by Councilman Pitt, Council allowed the consumption of alcohol at WHDA’s 6<sup>th</sup> Annual Pickin’ on the Pamlico. Motion carried 3-2. Voting for the motion: Councilman Davis, Pitt & Moultrie, against: Councilman Mercer and Mayor Pro tem Roberson.

**COMMENTS FROM THE PUBLIC**

No public comments at this time.

**CONSIDER – NORTH ACADEMY STREET PARKING RECOMMENDATIONS**

Mayor Jennings opened the public hearing. Mayor Jennings noted that Mr. Prichard and his wife could not be here tonight but they have presented a letter and have requested the letter be read into the record as part of the public hearing. Mayor Jennings allowed the letter in its entirety be taken into the record as written but also shared some of the spirit of the letter.

(begin letter) Unfortunately, we have a prior commitment in Charlotte and will not be able to attend the public hearing now that it has been moved to May 2, 2011. We would like our thoughts read during the public hearing.

We would like to take this opportunity to thank First Christian Church. For the past 2-3 weeks, we have noticed that some of their membership and leadership have begun to park in their parking area between 2<sup>nd</sup> and 3<sup>rd</sup> streets instead of North Academy. This change is greatly appreciated. As we’ve stated previously, our biggest concerns are not on Sunday’s. Most of the problems occur M-Th with Pre-school pick up and drop off and in the evenings where 3-4 different groups meet in the Social Hall between 5-9pm.

We would also like to thank the Mayor for asking city officials to look into the parking and traffic issues on North Academy. We appreciate Chief Reed, Chief Rose, Allen Lewis, and John Rodman for their study of North Carolina laws, city codes and ordinances, for their time and for offering their expertise in seeking to remedy the problems.

We wholeheartedly support City Manager Pete Connet’s recommendations as published in the Washington Daily News:

1. The west side of North Academy being marked as a “no Parking” zone. This means we will still have nineteen parking spaces available on the east side of a street with only three residences and all three have large driveways.
2. Mark curbs at the intersections 25 feet back from intersecting curb lines at East Second and East Main. This follows North Carolina State law and will enable vehicles to turn onto North Academy instead of frequently facing head on traffic with room for only one lane. Currently, drivers attempting to turn have to put their vehicles in reverse and back onto Second St. to allow oncoming traffic to clear North Academy before making their turn.
3. Remove yellow curbed line on the south side of East Second St. and create a new crosswalk in front of First Christian Church between the church’s parking lot and their front entrance. Erect pedestrian-crossing signs as needed on East Second. This should eliminate vehicles stopping in the middle of North Academy and blocking driveways during Preschool drop off and pick up. Currently, North Academy is used as a “drive through” to drop off and pick up. Further, we see this as an opportunity for volunteers to serve as Crossing Guards during drop off and pick up from Pre-school to further ensure safety.
4. Mark all curbs on North Academy St. five feet on each side of driveway entrances. This will enable residents to get in and out of their driveways and follows NC State law.

We would also like to remind all concerned that there are two distinct areas (maps provided) in the Historic District:

1. B1H – The Central Business District from Bridge to Bonner Streets
2. RHD – The Residential Historic District – There are only two churches located within the RHD – First Christian and First Baptist. First Christian is located deeper within the Residential Historic District than any other and owns more parking space than any other downtown church.

Finally, we would like to ask City Council to consider the motivations of those opposed to these recommendations. Are their concerns related to public safety? Are they North Academy residents? Are they motivated to follow **the City of Washington’s GENERAL PROVISIONS as outlined in ARTICLE I:**

- A) **To lessen congestion in the streets**
- B) **To secure safety from FIRE, panic and other hazards**
- C)
- D)
- E)
- F)
- G) **To promote desirable living conditions and the sustained stability of neighborhoods”?**
- H) **To conserve property values**
- I) **To encourage the most appropriate use of land throughout the city**

Public hearings are wonderful part of the democratic process and everyone is entitled to an opinion. It is our hope that those who have safety as their primary motivation, those who used their expertise to form opinion, those who have weighed all possibilities and those with **studied** opinions would be heard above the rest.(end letter)

s:/Tim & Teresa Prichard 120 North Academy St.

Mr. Connet reviewed his recommendations presented to Council in a Memorandum on April 21, 2011 and then brought to the City Council meeting for consideration and deciding to hold a public hearing was as follows:

1. The west side of North Academy Street between East Main and East Second streets be marked as a “no parking” zone. (Goal was to get as much parking as possible for both residents and the church – with a total of approximately 19 spaces).
2. Direct Public Works Department to mark all curbs at the intersections of East Main and North Academy, and East Second Street and North Academy Street, 25 feet back from the intersecting curb-lines. (This gives a line of sight from each intersection and allows turning traffic to make safe movement). At the intersection of Second and Academy there will be a loss of 1 handicapped space that can be relocated to the East Second side of the Street. Remove the yellow-marked curb on the south side of East Second Street, except for the area needed as sight distance from its intersection with North Academy Street.
3. The yellow curb on south side of East Second Street will be removed, except for that area needed as sight distance from its intersection with North Academy.
4. Mark the curbs on North Academy Street five feet each side of the driveway entrances.
5. Create/mark a new crosswalk on East Second Street from the First Christian Church parking lot to the front entrance area of First Christian Church. Erect Pedestrian Crossing signs as needed on East Second Street.

Mr. Connet noted these recommendations came from staff following consultation with Chief Reed, Chief Rose, Mr. Rodman and Mr. Lewis. These recommendations are up for consideration along with the comments from the public for City Council.

Several North Academy Street residents and church members attended the public hearing.

Mr. James Coke, who lives at 323 East Second Street, suggested putting two crosswalks on East Second Street to serve pedestrian traffic to and from the church and voiced concerns about the suggestion to ban parking on the west side of North Academy Street. Mr. Cook cited it would take away 10 parking places on that street, parking places needed by residents on that street. He wanted to be sure that all handicapped spaces be moved from Academy Street allowing more parking by the general public. Mr. Coke suggested three spaces be put in front of the church for handicapped parking.

Ms. Katherine Simpson, who lives at 322 East Main Street, was here tonight speaking on behalf of Ms. Briley, Ms. King & Ms. Finnerty. They support the no parking on the west side of the street. One concern is the trailer Mr. Prichard owns and parks in front of his house. They are seeking support from the City in enforcing parking regulations.

First Christian Church member Clyde Roberson opposed placing handicapped parking spaces on the south side of East Second Street, directly in front of the church. He expressed his concern for youth and darting in and out. Mr. Connet understood this concern and stated they could reduce the handicapped parking to two spaces. Mayor Jennings suggested allowing the church to work together to come up with the best solution for handicapped parking.

First Christian Church member Lee Latham addressed moving the handicapped parking over to Second Street citing moving any parking at all in front of the church will just create more congestion. Also, he shared that Second Street is a very busy street and would advise against putting anything on Second Street that would create more havoc in the road.

First Christian Church member Mike Alligood expressed concern about limiting parking to the east side of North Academy Street and Mr. Prichard using several parking spaces on that side of the street to accommodate his two vehicles, a truck, a motorcycle and a trailer. If that happens, it would hinder others from parking on that side of the street, he said. Mr. Alligood would like this to be taken into consideration.

Senior Minister of First Christian Church, Dr. Michael Price stated they have trusted in the democratic process and requested Council resolve this tonight.

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

Mayor Pro tem Roberson stated he has a problem with painting all the curbs.

Mayor Jennings reminded everyone to not personalize this issue and noted he appreciated the church's willingness to work on the issue.

Chief Rose read the memo he forwarded to Mr. Connet concerning emergency vehicle access. Yes, it is a tight fit and an array of challenges overall but it is this way everywhere in the Historic District. North Academy is a 29 ft. street but he can't single out North Academy Street only because all the streets are narrow in that district. The ladder truck requires a 19 ft. wide area to set up a full spread with placing the jacks out.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council unanimously agreed to observe the State Statue and paint the intersections of Second and Academy Street back through the required 25 feet from the corners, and if that requires the removal of one of the handicapped spaces on Academy Street then remove that handicapped space. Recommends installing a cross walk at the City's discretion with the proper signs and that everything else remains the same (the street will remain a two-way street with parking on both sides of the street). \*Note: this is a modified solution as recommended by staff.

**ADOPT – RESOLUTION AUTHORIZING FILING OF AN APPLICATION FOR APPROVAL  
OF A FINANCING AGREEMENT**

Mayor Jennings opened the public hearing. Mr. Rauschenbach stated this issue had been addressed numerous times. The item is to consider the building improvements at Impressions costing approximately \$770,000. This is a resolution of findings which is part of the steps before going to LGC for debt approval.

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

Councilman Mercer inquired information regarding an installment contract. Mr. Rauschenbach stated typically the City uses 59 month financing to get under the LGC's five year window on non

property type improvements. All real property improvements require LGC’s approval regardless of the term. Mr. Holscher noted the lease has a provision allowing the readjustment of the payment schedule.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council authorized the filing of an application for approval of financing arrangements under General Statute 160A-20.

**MEMO – REQUEST FOR PARKING ACCOMODATIONS – SELECT BANK & TRUST**

(Begin memo): We are in receipt of a letter, from Clyde F. “Sonny” Swanner with Select Bank & Trust located at 155 North Market Street, Suite 103. As you can tell from the letter, Mr. Swanner is primarily requesting some changes in parking in and around their newly opened branch at this location. If the timed parking is something you wish to favorably consider, I would recommend a one (1) hour maximum for the parking along the south of 2<sup>nd</sup> Street from its intersection with Market Street, eastward for a distance of approximately one-hundred (100) feet. This will more or less mirror the parking on the north side of 2<sup>nd</sup> Street in front of City Hall. I would recommend the same maximum in the parking lot behind the building if you wish to favorably consider that as well.

The request for the handicapped parking space is no longer an issue. The spot he was requesting is already marked for handicapped parking.

We already have plans to restripe the parking lot as he requested. We will try to work this into our schedule by the end of July. As for restriping the intersection and directional arrows at 2<sup>nd</sup> and Market, this was just done this past fall upon completion the resurfacing of Market Street between 2<sup>nd</sup> and 3<sup>rd</sup>. As such, I do not recommend this being redone at this time. (end memo)

Councilman Davis suggested Council look at the north side of 2<sup>nd</sup> Street from the beginning of the City property to the courthouse stating it should all be one hour parking. Select Bank is requesting that the south side of 2<sup>nd</sup> Street be the same type of parking. Councilman Davis suggested there is a problem with people from the City, BHM Library and other individuals parking there all day.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council unanimously agreed to one hour parking on the south side of 2<sup>nd</sup> Street.

**MEMO – FAITH, LOVE, AND VICTORY CHURCH 605 PARK DRIVE**

(Begin memo): Proper notice of the formal complaint for the conditions of the structure located at 605 Park Drive (the proposed Faith, Love, and Victory Church) has been served and the proof of service has been returned. Based on the conditions of the structure and the findings of fact the said structure has been determined to be unfit for human habitation and deemed dilapidated. An order to remove or demolish the structure and fill material within sixty (60) days has been served on the property owner. A timeline for the compliance of the structure is as follows:

Complaint	1/30/2011
Notice of hearing	2/1/2011
Proof of service	2/9/11
Hearing	2/15/2011
Order to demolish	3/2/2011 (gave 60 days from date of signature)
Proof of service	3/9/2011
Sixty (60) days expire	5/9/2011

If Faith, Love, and Victory Church fails to comply with the order to demolish within the specified timeframe the Planning and Development Department will submit to City Council at its next regular scheduled meeting an ordinance ordering the City to have said structure brought into compliance with the order. The costs of any removal or demolition done by the City shall constitute a lien against the subject property and shall also constitute a lien on any other real property of the owner with the City limits or within one mile thereof except for the owner's primary residence.(end memo)

### **MEMO – HISTORIC PRESERVATION MONTH**

Mayor Jennings noted there was one omission in the Historic Preservation Month Memo (the involvement of the Washington Historic Foundation).

(Begin memo): Citizens in Washington, NC will join thousands of individuals across the country to celebrate National Preservation Month, this May. “*Celebrating America’s Treasures*” is the theme of the month-long celebration.

Since the National Trust for Historic Preservation created Preservation Week in 1971 to spotlight grassroots preservation efforts in America, it has grown into an annual celebration observed by small towns and big cities with events ranging from architectural and historic tours and award ceremonies, to fundraising events, educational programs and heritage travel opportunities. Due to its overwhelming popularity, in 2005, the National Trust for Historic Preservation extended the celebration to the entire month of May and declared it Preservation Month to provide an even longer opportunity to celebrate the diverse and unique heritage of our country's cities and states and enable more Americans to become involved in the growing preservation movement.

Here in Washington, Preservation Month 2011 will be observed with the following actions:

1. Proclamation to declare May Preservation Month by Mayor Jennings on May 2<sup>nd</sup> at 5 pm.
2. Rena K. Terrell award will be presented on a weekly basis to residential or commercial properties in Washington's historic district that reflect the on-going maintenance efforts, a compatible addition, rehabilitation and restoration, and the good neighbor award – reflecting compatibility and harmony with existing neighbors.
3. Preservation briefs and Public Service Announcements aired on public access channel.

### **PRESERVATION MONTH PROCLAMATION**

**WHEREAS**, Historic Preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and,

**WHEREAS**, Historic Preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and,

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and,

**WHEREAS**, “*Celebrating America’s Treasures*” is the theme for National Preservation Month 2011, cosponsored by City of Washington, Scott Campbell, Century 21 and the National Trust for Historic Preservation.

**NOW, THEREFORE, I, N. Archie Jennings III**, Mayor of the City Washington, North Carolina, do hereby proclaim May 2011 as National Preservation Month, and call upon the people of Washington, North Carolina to join their fellow citizens across the United States in recognizing and participating in this special observance.

**MEMO – CITY HALL BUDGET TRANSFER**

(Begin memo): The Budget Officer transferred \$11,000 of funding between divisions of the General Fund to complete the maintenance project for the exterior of City Hall. The maintenance includes cleaning and painting exterior metal, pressure washing the building, and painting the balcony.

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

**REPORT – HUMAN RELATIONS COUNCIL**

**Update – Multicultural Festival**

Board member Castro reported the following:

- Turnage not available; therefore will host at the Civic Center
- Meeting planned with the Cultural Program Director from ECU
- Following the meeting, will set a date during the month of October

**Update – Conclusion of Ed Peed Commemoration**

**Update – Recognition of Honoree’s & revisited date – date changed to 3-29-11**

**Update – ‘Hope for the Future’**

Still working on proposal to present to City Council

**Discuss – Appreciation letter to be presented to Mayor and City Council members**

**REPORT – WASHINGTON TOURISM DEVELOPMENT AUTHORITY**

**March-April 2011**

- participated in a regional heritage tourism workshop presented by Hanbury Preservation. This is part of a 3-region effort to earn the federal designation of National Heritage Area for all of eastern North Carolina. The purpose of the workshop was to describe the project, timeline, and opportunities for involvement from communities and community leaders in the region.
- Attended the Historic Albemarle Tour meeting in Columbia
- Attended the Greenville Business Expo. Virginia Finnerty had a booth promoting her business and the Washington Civic Center.
- Met with a representative from a technology company to discuss new instant messaging technology and a way to promote packages and special offers
- Met with Bobby Roberson, Jackie Woolard, Pete Connet and Donna Bailey Taylor (Johnston County CVB) to discuss countywide tourism and how it is done/set up in other counties, and what (if any) action is needed on the part of the City or WTDA.
- Hosted a mini-familiarization tour for hotel operators. Tour stops included the Estuarium, portions of the walking tour, Rocky Hock Playhouse, Washington Civic Center, and local restaurants.

- Toured representatives from the NC Division of Tourism around Bath to assist with development of a Blackbeard Trail intended to attract visitors following the release of the new Pirates of the Caribbean 4 movie in May.
- As new members of the Historic Albemarle Tour, Washington is now featured as a destination in the 2011 HAT brochures that are in circulation now.
- Advertisements appeared in Southern Living, Our State, and Carolina Country for April and May. Response to Southern Living advertising is very high.
- New billboard campaign is in place. The feedback on the new, more visible signage has been great. A recent update from NCDOT indicates their signage along the bypass will be up by mid-May.
- Response has been good relative to the last minute marketing push for the Civic Center. The effort involved direct mail, development of a new website, and personal contact.
- Operations plan being developed by the SBI students at ECU will be presented in late April or early May. I anticipate their report to be very thorough as they have asked a lot of questions to better understand tried the present operations. Recommendations/suggestions will be made based on all aspects of operations (staffing, marketing, signage, energy efficiency, technology).
- A list of possible improvements (both health/safety and aesthetic) is being developed for budgetary purposes. During this process I have been meeting with contractors and other service providers.
- A committee has been formed to explore the development of an inclusive branding campaign for Washington. Partners in the project are WTDA, Washington Harbor District Alliance, City of Washington, Washington-Beaufort County Chamber of Commerce. We have received two proposals and are awaiting a third before making a recommendation about company to use for the process.
- Distributed an RFP to determine if outsourcing visitor services was a possibility to help reduce expenses in the FY2011-12.

### **REPORT – FINANCIAL REPORTS**

Council accepted the report as emailed.

### **DISCUSSION – TWO PURCHASE ORDERS FROM THE CONSENT AGENDA**

Mayor Jennings stated these two purchase orders were moved from the consent agenda and yielded the floor to Councilman Mercer. Councilman Mercer requested to pull: – 1: T & D Solutions for Highway 17 relocations – account code # 35-90-7220-0411 and 2: Engineering for Brown Street Bridge Project – account code # 10-20-4511-7300 because there are no monies budgeted in the account that the purchase order is written for. Also, he realizes Council agreed to do the work for the Brown Street project but this is \$58,709.80 expenditure and the Powell Bill monies only have \$58,000 left in that account for the remainder of the year. Therefore, he is requesting an amendment to show where the money is coming from.

Chief Financial Officer, Matt Rauschenbach clarified the two issues by stating the T & D Solutions for Highway 17 relocations is for DOT reimbursable projects and the budget ordinance amendments would be brought to Council between now and the close of the fiscal year and the revenue would be DOT reimbursement. Mr. Hardt advised that after construction is finished it takes 2 months for closure.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council unanimously agreed to approve the two purchase orders moved from the consent agenda.

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

City Attorney, Franz Holscher and Parks and Recreation Director, Philip Mobley have worked out the key issue of the ability to negotiate contract. Mr. Holscher agreed citing that the Parks and Recreation Director would have the authority to enter into this agreement in the future only if there are no changes. If there are any changes, it would require Council approval.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council unanimously approved and authorized the Director of Parks and Recreation to execute the attached Waterfront Dock Agreement with Little Washington Sailing Club and further authorize the Director of Parks and Recreation to enter and execute future Waterfront Dock Agreements with Little Washington Sailing Club so long as such future Agreements are substantially similar to the Agreement approved hereby and Council receives an annual report concerning the relationship with Little Washington Sailing Club, including a notice regarding the intention to enter for such future Agreements and a request for advance approval from Council prior to any change being incorporated into such future Agreements.

**APPROVE – CIVIC CENTER MANAGEMENT AGREEMENT**

Tourism Director, Lynn Lewis explained the documentation placed in front of Council. Ms. Lewis shared that for the last five years the Tourism Authority has been managing the Civic Center and for those five years they worked very cooperatively with the City. However, the Tourism Authority would like to make the following request that the amount of funds allocated by the City on an annual basis for a period of the contract be changed to \$65,000 rather than \$50,000 due to pertinent numbers for the last four years. Ms. Lewis stated the center has been operating at a deficit of approximately \$10,000 (excluding maintenance projects).

Councilman Mercer requested removing the wording on item #3 (up to a maximum of \$15,000 per year) and leaving the budget at \$50,000. Also the \$15,000 request for maintenance does not guarantee the \$15,000 will be used for maintenance. Councilman Mercer would prefer the City continue with its \$50,000 per year allocation to help the Tourism Authority run the Civic Center and address additional maintenance items on an annual basis. Councilman Mercer suggested the Tourism Authority submit a list of maintenance-related requests at the beginning of the budget process each year and Council will review and address those requests. Ms. Lewis shared this has been discussed at one of the Board meetings but they have received quotes that will exceed the \$15,000 for health and safety issues related to the use of the facility. Mayor Jennings stated Council would take out the budget restraint clause that basically limits the maintenance to \$15,000. Mayor Jennings also stated the original discussions and agreement of the Civic Center lease concerning whether it should be a three year lease at \$50,000 a year commitment or a five year \$50,000 a year commitment with a clear understanding that eventually there would not be any \$50,000.

Councilman Moultrie inquired if this doesn't happen will a person be out of a job? Ms. Lewis stated now they have one full time position at the Civic Center and this may mean it will become a part time position. Mayor Jennings mentioned over the five years there has not been one year that the City allocated only \$50,000 to the Civic Center citing the 1<sup>st</sup> year \$120,000, 2<sup>nd</sup> year \$77,000, 3<sup>rd</sup> year \$66,000 and the 4<sup>th</sup> year was \$57,000. Mayor Jennings noted this has been a good partnership and the

Tourism Authority has been good stewards. The commitment the Council is willing to make is to keep the current \$50,000 and have the opportunity to discuss anything outside the \$50,000.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council agreed to leave the contract as is (\$50,000) but delete the wording following (items up to a maximum of \$15,000 per year – the last 9 words allowing a period after the word maintenance) and the monthly payments would remain at \$4,166.67.

City Attorney, Franz Holscher stated decking is a major item and the City of Washington is responsible. Mayor Pro tem Roberson mentioned the need to speak with the Tourism Development Authority Board and discuss the long range direction and future for the Civic Center (looking at the overall cost).

Recess at 7:10 pm.

**AWARD – CONTRACT FOR LABOR & EQUIPMENT FOR THE LIGHTING RETROFIT PROJECT**

Mr. Lewis stated the City received five bids last week. Of the five, the two lowest bids were determined to be unresponsive, responsible and with the third lowest bid being as high as it was there was not enough room to negotiate. Staff is requesting to start the bidding process over.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council unanimously agreed to reject all bids and allow Council to take action on this at the May 23<sup>rd</sup> meeting (the Committee of the whole).

**ADOPT – ORDINANCE AMENDMENT DELETING CHAPTER 38 – WATER AND WASTEWATER AND ADOPT CHAPTER 38 – WATER AND CHAPTER 39 – WASTEWATER/SUO**

Councilman Mercer explained why this was moved from last month's agenda. Staff, Attorney along with additional comments from Mayor Pro tem Roberson has all been incorporated in the revised documents.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council unanimously approved adopting the ordinance deleting Chapter 38 – Water and Wastewater and adopted Chapter 38 - Water and Chapter 39 – Wastewater/SUO

**(copy attached)**

**APPROVE – ALDERBROOK POINTE DEVELOPER'S SANITARY SEWER FORCE MAIN, SERVICE AND EASEMENT AGREEMENT**

Mr. Lewis stated this agreement binds the developer to make improvements with a downstream force main that doesn't have the capacity to handle the flow from their site. In summary, a new force main will be installed by the developer from the sewer lift station near 13<sup>th</sup> and Bridge Streets to the sewer lift station at 5<sup>th</sup> and Respass Streets.

Mr. Holscher requested if Council approved this agreement to please authorize the Attorney to revise it to address a concern raised by a Council member (adding a paragraph that states: parties

expressly acknowledge that any approval previously or subsequently issued by the City to the Owner for or anyway associated with the development was or will be issued contingent upon the owner entering this agreement and proceeding with due diligence in fulfilling the same, the parties understand that the final certificate of occupancy will not be issued by the City for the development until developers fulfilled its obligation hereunder).

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council unanimously authorize the City Manager to execute the attached Sanitary Sewer Force Main, Service and Easement Agreement with Alderbrook Pointe, L.P., in addition, authorize the City Attorney to make the necessary amendments to the agreement as stated.

(copy attached)

**APPROVE – WARREN FIELD AIRPORT FIRE DISTRICT AGREEMENT WITH  
BEAUFORT COUNTY**

Mr. Connet stated this puts into agreement form the Letter of Understanding dated October 17, 2009 between the City and the County. The City de-annexed the property and the County is to share the tax revenues above a base line of \$8,128 for tax year 2010 in exchange for the City providing fire protection within the new district. The County Manger has reported that this 1<sup>st</sup> year payment will be in the range of \$13,000 which will be reported in the final agreement. Mr. Holscher added that the County Manager wants to add sentence that will establish the amount of the grant for the 1<sup>st</sup> year.

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council unanimously approved the Warren Field Airport Fire District Agreement between the City of Washington and Beaufort – effective January 1, 2011 and adding the amendments suggested by the County Manager in accordance with the City’s Attorney approval.

(copy attached)

**APPROVE – CONTRACT AMENDMENT FOR HOLLAND CONSULTING PLANNERS  
FOR THE ADMINISTRATIVE SERVICES WITH THE FY 09 CDBG HD GRANT (\$5,000)**

Planning and Development Director, John Rodman noted this was FY 09 CDBG grant that was with the City of Washington in conjunction with Washington Housing Authority Inc. Originally eleven lots were to be purchased from Mr. Jason Briley and Northgate. This was with a gentleman’s agreement. With those eleven lots the City went out with grant funds and did the following:

- Surveys
- Title Search
- Environmental Reviews

When the time came to purchase the lots, Mr. Briley had sold the lots to someone else after the agreement. There was only one lot remaining to be purchased at that time. The City had to find seven additional lots in Northgate to purchase and that required doing the surveys and additional Environmental Review. Holland is requesting to amend their contract to include that additional work. Mr. Rodman noted this is not City money but will be coming out of grant funds.

Mayor Pro tem Roberson explained the understanding between the Washington Housing Authority & Mr. Jason Briley stating they actually went up and designated each one of the lots in which Mr. Briley had promised to save for the Housing Authority.

Ms. Gentile stated in doing her research, the City did have an offer to purchase that was included with the grant when it was submitted. Ms Gentile was not sure if the contract was fully executed.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council unanimously approved the contract amendment for an increase of \$5,000 with Holland Consulting Planners for administrative services related to the FY 09 CDBG Housing Development Project.

**ADOPT – GRANT PROJECT BUDGET ORDINANCE FOR ADMINISTRATIVE SERVICES WITH THE FY09 CDBG HD GRANT (\$5,000)**

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council unanimously adopted a budget ordinance amendment for \$ 5,000 for administrative services related to FY 09 CDBG Housing Development Project as attached budget ordinance amendment.

**(copy attached)**

**DISCUSSION – CROSSWALKS LEADING OVER TO STEWART PARKWAY**

Public Works Director, Allen Lewis followed up on his email forwarded to Council concerning the ongoing problem with the brick crosswalks at Respass Street and Stewart Parkway with the intent of replacing those crosswalks with concrete. The crosswalk in question is located on the east side and not the west side as stated in his email. The concrete will allow the following:

- Cost less than \$3,000
- Last longer than the brick
- Less maintenance
- Ties in with the concrete from either side of Stewart Parkway
- City can make their own repairs

Councilman Davis inquired if the work the City did with the bricks was supposed to correct that problem and Mr. Lewis stated that was the intent but it did not hold up. Mr. Lewis shared that the repair work was done less than a year ago and already been repaired twice. Councilman Mercer expressed his concern over the one crosswalk being problematic and the other two holding up. Mayor Pro tem Roberson inquired the cost of stamped concrete and Mr. Lewis stated it would cost 4 times more (somewhere in the neighborhood \$10,000 - \$12,000). Mayor Jennings noted you would essentially have the same appearance with stamped concrete. Mr. Lewis stated that with the stamped concrete you would have to hire that same contractor to make any repairs because the City doesn't have the ability to stamp the concrete. Mayor Pro tem Roberson stated he has three contractors that can do the stamp concrete work and think it can be done cheaper. Mayor Jennings mentioned this is the show case of the City and the appearance will matter greatly for both the City and the County. Mr. Lewis mentioned that dyed concrete can be purchased locally in sections like a sidewalk and the City staff can do this work themselves and the price should still be around \$3,000. Mr. Connet inquired as to the cost of the stamped dyed and Mr. Lewis wasn't sure.

By consensus, Mayor Jennings directed Mr. Lewis to work up three solutions around concrete and Councilman Davis requested the information be available for action on May 23<sup>rd</sup>, 2011.

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

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council entered into Closed Session under NCGS 143-318.11 (a)(6) Personnel at 7:42pm.

By motion of Councilman Davis, seconded by Councilman Pitt, Council agreed to come out of closed session at 8:30pm.

**APPOINTMENT – OF JOSHUA L. KAY AS CITY MANAGER**

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council unanimously agreed to appoint Joshua L. Kay of Clinton, South Carolina as the City Manager and approved the employee agreement between the City of Washington and Mr. Kay as presented.

**ADJOURN**

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adjourned the meeting at 8:35pm until May 16, 2011 at 5:30pm in the Council Chambers at the Municipal Building.

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

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

DRAFT

**CITY COUNCIL MINUTES  
WASHINGTON, NORTH CAROLINA**

**May 16, 2011**

The Washington City Council met in a continued session on Monday, May 16, 2011 at 5:30 pm in the City Council Chambers at the Municipal Building. Present were: Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; Edward Moultrie, Councilman; Gil Davis, Councilman; William Pitt, Councilman; Pete Connet, Interim City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

Mayor Jennings 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; John Rodman, Planning Director; Philip Mobley, Parks and Recreation Director; Susan Hodges, Human Resource Director; Lynn Lewis, Tourism Director; Mike Voss, of the Washington Daily News and Delma Blinson, of the Beaufort Observer.

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

Mayor Pro Roberson asked the City Attorney, Franz Holscher to explain the terms of the voting process due to the absence of Mayor Jennings. Mr. Holscher addressed this issue by stating the opinion of Mr. David Lawrence and the attorney's opinion when the Mayor Pro tem assumes the Mayor position, the Mayor Pro tem maintains his authority to vote but in the event there is a tie he cannot break the tie.

**APPROVAL/AMENDMENTS TO AGENDA**

Mayor Pro tem Roberson requested adding Fred Watkins as item 1.A. – Dock Facilities.

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

**PRESENTATION – DAVID GOSSETT – BUDGET REQUEST FOR  
WILDLIFE FESTIVAL & DOCK DOGS COMPETITION**

Chairman of the Wildlife Arts Festival, Mr. David Gossett requests the continued support of the Wildlife Arts Show and Dock Dogs Competition in the amount of \$8,300. Of the \$8,300 - \$5,750 will support the Dock Dogs competition and \$2,550 will be used to help offset some of the City's fees and permits.

**PRESENTATION – FRED WATKINS – RELOCATING NEW DOCKS TO  
DIFFERENT LOCATIONS**

Mayor Pro tem Roberson directed Council attention to the hand out information presented by Mr. Fred Watkins. Mr. Watkins who serves on WHDA Economic Restructuring Committee presented the proposal to relocate the new waterfront dock construction from A & B docks to G, H, I, J and K Docks. This recommendation will

free up the area of A & B dock to meet the requirement of the Budding Infrastructure Grant or Transient Docks by moving the permanent renters in that area to new facility that will save money. The recommendation is as follows.

- Fill in with new pilings and decking all the spaces between G, H, I, J, K Docks and create one continuous “alongside” dock.
- Create twelve (12) new 45’ long by 20’ wide slips and a Drop Off and Pick Up dock using Dock G, H and the new “alongside” dock created using the space between G, H and I.
- The continuous alongside dock created by Docks I, J, and K will be used by day boaters and transient boaters as they are now for shopping, visiting downtown restaurants, Festival Park and the NC Estuarium. (this is a modification of Free Dock Alternative 1 eliminating slips at I, J, K Docks.)
- Relocate all slip renters at A & B Docks to the newly created slips at G & H Docks.
- A & B Docks will be designated transient docks as defined by the BIG-Program (Boating Infrastructure Grant Program).

Mr. Watkins stated this whole thing is designed to save the City money. Understanding the City is beginning the budget process and he understands the proposal is now approximately \$432,000 to complete the facilities at A & B Dock. The original proposal was approximately \$305,000 (\$200,000 Big Infrastructure Grant, \$25,000 cash from the City and \$79,676 in-kind match). Mr. Watkins suggests his cost proposal would be around \$166,500 with a fudge factor of \$200,000. Cost Estimate as proposed:

Alongside Dock (8’ X 60’ long X 4) Decking	1920 Sq Ft	\$50	\$96,000
Finger Piers (3’ X 20’ X 6 piers) Decking	360 Sq Ft	\$50	\$18,000
Drop Off & Pick Up Dock (6’ X 40’) Decking	240 Sq Ft	\$50	\$12,000
Pilings for Free Dock Alternative 1 modified:	81	\$500	\$40,500
<b>Total Cost Estimate</b>			<b>\$166,500</b>

Mr. Watkins noted this is a 41% overage of what the City agreed to in 2008. In Mr. Watkins recent consultation with Mr. David Moye with NCDENR, he suggested the following steps for likely approval within 45 days as this is a minor modification of an existing permit:

- Submit a letter requesting a minor modification to an existing permit.
- Submit \$100 permit fee with letter.
- Provide drawings to scale. He indicated this should be an easy modification if the original plans were done on the computer.

Mr. Watkins stated final project approval resides with Ms. Kelly Price with the Division of Marine Fisheries, Administrators of the BIG Program. Mr. Watkins is requesting permission from Council to discuss this proposal with Ms. Price.

Councilman Davis stated this needs to be review by the Recreation Advisory Board before Council makes a decision. Mr. Watkins noted they are not trying to supersede the Recreation Advisory Board but requesting to talk to Ms. Kelly Price with Division of Marine Fisheries as a citizen to see if they will be allowed to make the modification. Mr. Connet stated that in an email (received today and in front of Council) Ms. Price said that this will not meet requirements of the BIG-P grant. Mr. Connet stated this was a chance to have Mr. Watkins share his idea and no action required from Council.

Mr. Watkins asked if funding would be available for the docks in October and requested that Council approve the funds that need to be available for the BIG-P grant. Mr. Watkins was informed the money has already been appropriated. Councilman Mercer stated there will be no change orders to increase cost above \$432,000.

**PRESENTATION – KEVIN RATIGAN, - ADG – POLICE FACILITY**

Chief Reed introduced Mr. Kevin Ratigan with ADG to present an update of the progress on the Police Facility. Mr. Ratigan presented the following schedule update:

**Washington Police Facility**

ADG Project No. 824/1.14

- |  |            |
|--|------------|
| 1. Previous City Council Meeting   | 3/8/2011   |
| - Directions to Proceed with Site Survey and Geotech,<br>Continue with Schematic Design. |            |
| 2. Geotech and Survey Complete   | 3/31/2011  |
| - Update to City Council   | 4/11/2011  |
| 3. FAA land Release Submitted  | 4/14/2011  |
| 4. 50% Complete Design Development   | 5/16/2011  |
| 100% Complete Design Development   | (6/6/2011) |
| *Scheduled Design Development (4/15/2011)  |            |
| 5. 2 <sup>nd</sup> Committee / Council Meeting   | 5/16/2011  |
| - Present Update (50% Design Development)  |            |
| - *Scheduled Council Update (5/2/2011)   |            |
| 6. Construction Documents  |            |
| -Complete 90% Submittal  | 9/12/2011  |
| *Scheduled Submittal (6/13/2011)   |            |
| *Scheduled Detailed Cost Estimate (7/4/2011)   |            |

- Complete 50% Submittal
- 7. Issue for Bids

7/11/2011  
10/17/2011

**Washington Police Facility**  
Cost Update – May 12, 2011

**Building**

14,963 SF @ \$170/SF \$ 2,543,710

- Steel Frame with Brick Veneer
- Steel Roof Trusses with Standing Seam Metal Roof

**Sitework**

- Site Prep and Grading \$ 134,750  
3.5 acres @ 38,500/acre
- Utilities (Lump Sum) \$ 55,000
- Landscape and Irrigation (Code Minimum) \$ 60,000
- Paved Parking / 71 spaces @ \$2,900/space \$ 205,900
- Unpaved Parking / 21 spaces @ \$800 \$ 16,800  
(Stabilized Grade Only)

**Technology**

- IT / Telecom (Lump Sum) \$ 38,000  
(re-use existing phone switch)
- Security (Lump Sum) \$ 41,000
- Emergency Power Generator \$ 140,000

**Total Estimate \$3,235,160**  
**(No FF&E, unless noted)**

Mr. Ratigan introduced Richard King, Architect with Dunn and Dalton in Kinston. Mr. King will be working on the project with ADG and will be the primary contact person when the project goes into construction. Mr. King has already been looking over the design and helping them understand how to create a durable, useful and economic building. This next set of drawings provided tonight is the Design Development Drawing. Mr. Ratigan stated based upon that set of drawing (construction system) and the building now 15,000 square foot (by direction of Council) the input received from Mr. King Firm the building would cost @170 sq. ft. vs. \$185 sq. ft., (an approximate savings of \$200,000). Mr. Ratigan stated the site construction is running about \$6,000 more than quoted before and he has added a Technology category to the building.

Mayor Pro tem Roberson requested Mr. Ratigan provide the cost detailing open or enclosed courtyards at the next regular scheduled meeting of the City Council. Mr. Ratigan shared that the direction received from Council was to design the building so it could be easily expanded and those areas can be easily expanded to enclose the space in the future with much less cost.

Councilman Pitt inquired as to alternative energy sources and Mr. Ratigan stated they will be using green technology - dimmers, motions sensors & water conserving elements.

Mr. Ratigan shared the FAA Land Release has been submitted. Submittals issuing project for bids in October of 2011 and hope to be under construction before the end of the year.

Mayor Pro tem Roberson directed the Manager to reduce down to 8 ½ x 11 to show the front, side, and rear elevation of the building and in addition, show the actual use of the building, please email in PDF format.

Councilman Mercer directed questions to staff concerning grant funding. Ms. Gentile noted Federal Funding of \$800,000 is currently under review.

By request from Council, Ms. Gentile will present a summary of the money at the June 13<sup>th</sup> meeting.

#### **DISCUSSION – MR. PETE CONNET BUDGET OVERVIEW**

Interim City Manager, Pete Connet stated they would go through and let Council address any questions they have. Mr. Connet referenced the emailed forwarded to Council concerning Benefits & Pay and the suggested changes. Mr. Connet voiced that \$480 year per employee would cost the City \$42,000 more in addition to the \$80,000 already in the budget.

Mayor Pro tem Roberson reviewed Budget Summary starting on page 15 in the budget book. Mayor Pro tem Roberson complimented the staff on the debt service at the end – in FY 09-10 it was \$545,191 and the upcoming proposal is \$428,352. The overall budget in the General Administration is less than the previous year and followed the direction given by Council.

Councilman Mercer directed staff to provide the following information concerning the Electric Fund: 1.) \$100,000 for transformer at the White Post Substation. The relocation of the one at Wharton Station last year was budgeted for \$35,000 and the budget for the one at White Post is \$100,000 please explain why the cost has escalated to \$100,000. 2.) Why we are going to White Post rather than Slatestone as recommended in the report. Mr. Connet stated they would have this information available for the next regular meeting.

Councilman Mercer requested to go back to page 10/11 to discuss the transfers from water funds and transfers on sewer funds and would like this explained. He understands that the loss is to Powell Fund money but this is a total of \$225,000 and the Powell Fund reduction last year was \$170,000 and Mr. Connet shared they are trying to recoup 2 years. Councilman Mercer voiced he would like to continue to pursue the issue of the \$1.7 million. Mayor Pro tem Roberson stated we need a bill in the General Assembly and we should be able to get our local representatives to sponsor this and the

City would have to adopt a resolution. Mr. Connet suggested a resolution by June 13<sup>th</sup> added to the annexation bill.

Councilman Mercer voiced two concerns before going to page 15: 1.) Differing cost for the phone lines and 2.) Replacement of computers – why not have IT purchase all computers and budget them. For clarity, Mayor Pro tem Roberson mentioned the transfer of positions and Mr. Rauschenbach stated consolidation of services and some departments were moved from two departments into one. If this is the case we need to update the organizational chart.

Mayor Pro tem Roberson expressed concern over the increase in Economic Development and requested explanation on the increase (\$128,755 vs. \$170,000). Mr. Rauschenbach stated the main difference was the Harbor District Alliance. There weren't any funds in the FY 09-10.

Councilman Mercer requested a budget statement or audit from the Outside Agencies receiving more than \$25,000 a year (i.e. Harbor District Alliance, Arts Council and others). Mr. Connet stated you could and the City can make this a requirement. Mayor Pro tem expressed concern with the Committee of 100 and Mr. Connet noted he met with the County to discuss contribution from the City of Washington, County and other Towns. Council directed Mr. Connet to forward this to them by email.

Page 22 – **City Manager**, Councilman Mercer suggested the stenographer on the Human Relations Council uses CTO instead of paying \$50. Mr. Connet stated they will look into this.

Mr. Connet suggested there may be a need to make some adjustments in line items to cover the relocation of the City Manager.

Page 27 – **Human Resources**, Mayor Pro tem Roberson requested a summary on the Contract Services - Benefit Consultant on page 25. Mr. Connet shared that Mark III Brokerage is the consultant that goes out to get the best quotes, bids on insurance, Blue Cross Blue Shield, helps with plan design that fits within the City budget constraints and management & information reports. They are also involved with the Health Insurance, open enrollment. The City put this out for bids and received quotes from four (4) different agencies on Health Insurance. Ms. Hodges explained two of the things that happened:

1. The co-pay plan for some services
2. High deductible (everything goes toward the deductible)

Ms. Hodges stated the most cost effective thing was to stay with that plan although it is forcing a lot of people toward the high deductible HSA plan. If they stay with the additions PPO plan it will increase up to \$225 per month for that individual. Mr. Rauschenbach and Ms. Hodges explain the options on two insurance plans that would be provided for City employees.

Councilman Moultrie voiced he was concern for the employees and requested finding \$ for \$ for employees – we find it for everything else.

Mayor Pro tem Roberson requested sending cost analysis of insurance to Council with a general overview and how it affects the employees. Ms. Hodges stated the will be sending one out tomorrow to the will be implemented as we go forward.

Page 28 – **Finance**, Chief Financial Officer, Matt Rauschenbach mentioned the decrease in Contract Services – Audit.

Page 31 – **Purchasing/Warehouse**, Councilman Mercer voiced concerns on the number of phone lines with the amount of employees. Staff was instructed to get an answer. Also, he expressed concern on rental on uniform lockers – can we purchase a locker cheaper then we can rent one?

Recess at 6:40 pm.

Page 34 – **Information Services**, Councilman Mercer expressed concerns with replacement computers. Mr. Carraway shared this was implemented last year in case an emergency arose that was not budgeted. Mr. Carraway shared he had to use two (2) spares and another computer for cash collections because of software. Currently the units are in place but need to be replaced. The ones that were removed from cash collections were five (5) years old. Mr. Rauschenbach stated there will be no more than two (2) backups. Councilman Mercer noted he had already expressed his concerns with telephones. Lastly, \$1200 was put in the budget last year to tape Council meetings but he has not seen one taping. Mr. Carraway & Mr. Rauschenbach explained this was funding for the PEG Channel revenue and this funding comes in from the State.

Page 37 – **Billing Department**, Councilman Mercer requested explanation on the two (2) phones for 1 ½ employees and Mr. Rauschenbach commented the ½ time person works ½ time upstairs and ½ time downstairs and this provide and extension for both desk.

Page 39 – **Customer Service**, Councilman Mercer reiterated the need to update the organizational chart. Also, he expressed concerns over the temporary service employees' and the significant amount of overtime monies (\$6500) and Mr. Rauschenbach and Ms. Radcliffe explained. Councilman Mercer suggested he has observed one person collecting money with as many as eight people in line and another employee should get up to help clear the line. Mayor Pro tem Roberson requested the Manager and staff check into this situation.

Mayor Pro tem Roberson questioned the budget set-up under marketing and promotions - the increased from \$16,987 to \$20,000 and inquired if this was due to the contract with WITN and Mr. Rauschenbach stated yes. Also, the tax collection fee deviates between \$82,400 and \$85,000 is \$82,000 a standard number Ms. Radcliffe responded yes. Councilman Mercer questioned the WDN program (20 inch column

twice a week) the contract was for \$12,000 and was to be discussed during budget deliberations.

Mayor Pro tem Roberson suggested a meeting between Councilman Mercer, Councilman Pitt, Councilman Moultrie, Pete Connet and himself referencing marketing design it is very important to get this information out to the public. Councilman Mercer suggested he prefers the larger city page.

Councilman Mercer questioned the \$1600 insurance premium for division vehicles – please be consistent in justification with the language set-up in all departments.

Page 44 – **Legal Services**, – Mayor Pro tem Roberson suggested doing a better job on court cases – reduce the number of times of going to court.

Page 49 – **Miscellaneous**, - Councilman Mercer questioned Special Events being charged under miscellaneous (overtime – downtown events). He suggested moving the ones listed under Police/Fire Department budget to this area as well. Mr. Connet stated this should be in addition to their regular overtime. Mayor Pro tem Roberson clarified by stating under Police/Fire the overtime is their normal operating set-up and when you have special events the overtime is set-up under miscellaneous to find out what the cost is (to ensure quicker break-out capabilities). Mr. Connet shared this is covered in the justification. Mr. Rauschenbach stated this expense normally occurs through Parks and Recreation and Public Works (the set-up and take-down) Police and Fire is carried in their own departments. Ms. Radcliffe stated this could be listed in the Police/Fire - same line item under non-departmental so it can be tracked as well.

Councilman Davis inquired of the \$73,209 in cemetery fund and Mr. Radcliffe stated it was to subsidized operations. Councilman Davis questioned why it wasn't in the Public Works budget instead miscellaneous.

Page 52 – **Economic Development**, - Councilman Mercer mentioned the request from the Turnage Theater for additional funding this year. Council members stated Turnage Theater shows up under outside agencies and will be discussed at that time. Mayor Pro tem Roberson questioned the increase of \$91,780 for EDC. Staff will check into it and report back to Council.

Page 56 – **Contingency**, - Mayor Pro tem Roberson questioned if staff felt comfortable with the contingency being less than \$50,000 with the proposed budget. Mr. Connet said it was a balancing number.

Page 59 – **Police Department**, - Chief Reed addressed questions received from Councilman Mercer concerning special training, uniforms and ballistic vest. Chief Reed explained why funding shows up in special training and employment development cost. Chief Reed agreed that the wording under employee development should be changed (it is two different things).

Mayor Pro tem Roberson requested a summary of installment purchases. Chief Reed explained the cost (\$82,500) and the need to replace 3 police vehicles and equipment as outlined in the City's replacement schedule.

Page 70 – **E-911 Communications**, - City Manager, Pete Connet directed Council attention to the hand-out memorandum for discussion of transfer of 911 dispatch to Beaufort County. Mr. Connet explained that the total estimated annual savings to the City would be approximately \$17,766/month. If a merger was implemented at the end of 4 months (October 31, 2011) into FY 2011-12 savings would be \$142,133 for the first year. If the merger didn't occur until the end of 6 months (December 21, 2011) into FY 2011-12 the savings would be \$106,596 for the first year for consolidation into one dispatch center. Not included in these numbers are the additional one-time costs to the City for those employees displaced and subject to the Reduction in Force (RIF) Policy of the City. The one-time cost to the City that would need to be deducted from any of the scenarios shown above is approximately \$39,000. This estimated cost is worst case, and assumes that none of the six current employees are either hired or transferred to the newly created Central Dispatch. Mr. Connet proposed Council to set up a meeting with the County if they decide to move forward with the proposal.

Councilman Davis stated at this point we should table this discussion until the new County and City Managers get on board – no decision now.

Councilman Moultrie voiced that the County Commissioners don't want to be bothered with this proposal at all right now.

Councilman Mercer stated we did step 1 – need to take step 2. Step 2 would complete the transfer and we need to ask County Commissioners if they are willing to accept responsibility for dispatch if the response is yes then request a cost of doing it and suggested we send a letter. He doesn't see the need to delay the request to the County until the new Managers are on board.

Chief Reed expressed his position and requested Council understanding of his concerns on this issue. The most valuable commodity in public safety is information. He understands that the 911 decision has been made but we have the best communications people in the world. He can provide Council with a list on the technical side that the City will loss as well as from the personnel & personal. Chief Reed stated he is concern that this topic keeps staying there, he feels for what the communications people are going through right now. The level of service to the City of Washington will be reduced if this is not done correctly and everyone does not have a say. Chief Reed stated the definition of "community policing" is to mold the public safety based on the needs of that particular community. Chief Reed voiced they will not be able to take a victim domestic violence who is looking for protection 1 or 2 in the morning. He asked Council forgiveness for his passion but he has live through that and has personal experience. Public Safety is a package deal, our communications people is a non-stop process that involves hot files, warrants, call history, traffic stops, emergencies. Chief Reed is seeking the opportunity for Council to understand how important this division is to the overall workings of public

safety. Chief Rose said he wholeheartedly agrees with everything Chief Reed has said and backs Chief Reed comments 100%. It is the most vital part and asset of emergency communication and feels the City need to hold on to that part of the asset while we still have some control.

Councilman Mercer asked Chief Reed if we would lose anything by writing the County Commissioners and Chief Reed responded 'yes-sir'. Councilman Mercer requested he explain his answer. Chief Reed stated we lose these individuals knowing whether they have a job over the next twelve months. He is concern we will be losing good people, these people are trained and certified because of the uncertainty. Councilman Mercer asked if he understood Councilman Davis correctly that the letter would either be written now or sometime in July. Councilman Davis said 'no' that wasn't his suggestion. His suggestion was once new managers are hired let's discuss it to see where it stands- let's not make any decision until that happens. Both Chief Reed and Chief Rose are important in this process.

Councilman Moultrie stated not to write a letter at all – leave the employees alone. Employees are scared as hell regarding livelihood.

Councilman Pitt noted a centralized location would involve everyone in County. Telecommunicator's are the first responders. Councilman Pitt works in this field and believes there are a few things that haven't been considered. When you speak Centralized Communication – that's everybody and everybody will need to be on board. We do not need to be conservative about safety. When that phone rings you don't know what the situation will be and it is a tough job. Councilman Pitt agrees with Councilman Moultrie, people are frightened in the City of Washington (worried about their job).

Mayor Pro tem Roberson requested a vote by consensus. Everyone agreed to delay step 2 excluding Councilman Mercer.

Councilman Mercer stated that the salaries in the Police Department calls for 42 full-time positions including the 1 position that is partially grant funded (gang/drug investigator). The 1 position that requires grant funding no longer has grant funds. Chief Reed requested Councilman Mercer define which position he was addressing and Councilman Mercer stated Project Next Step. Chief Reed said they are requesting Council fund that position because the grant has run out and funds are gone. Chief Reed feels that the success of that projects justifies keeping it for one more year. Chief Reed explained what they had done within the department to fill this position.

Councilman Mercer stated he has a problem with growing our staff because we have grant funding positions and when the grant runs out we keep the people. Mayor Pro tem Roberson inquired of Chief Reed how many staff position has been increased since he has been Chief of Police and Chief Reed responded none that he is aware of. In 2007 that had two positions that were not funded he requested funding for those two positions and Council granted for those positions to be funded. To the best of his knowledge the staffing has not been increased. Councilman Mercer stated in 07-08 the personnel roster

states 39 budgeted positions, in 08-09 41 positions and 10-11 42 positions. Chief Reed said if he remembered correctly there were two grant funding positions in 07-08 that did not appear on the organization chart.

Councilman Pitt expressed what an excellent opportunity it has been to have Project Next Step. Without Project Next Step some of our young people would have been in the Beaufort County Jail and it is definitely worth the money to fund this program.

By consensus, Council agreed to fund Project Next Step by a 3-1 vote. Voting for Councilman Davis, Pitt and Moultrie and Councilman Mercer voted against.

Recess at 8:00 pm.

By motion Councilman Davis, seconded by Councilman Moultrie, by consensus Council agreed to complete Fire/Rescue/EMS budget by 8:30 pm and continue the meeting until the next budget session.

Page 74 – **Fire Department**, Councilman Mercer asked Chief Rose which rescue vehicle he planned to replace and Chief Rose stated it was the 03 Ford. Councilman Pitt inquired if new EMS 2 would go to Station 1 or 2 and Chief Rose said the new truck will go to Station 1.

Page 81 – **EMS**, Councilman Mercer asked Chief Rose to explain the stretcher which he did. Councilman Davis inquired about the Boat and Chief Rose explained (general maintenance).

Page 86 – **INSPECTIONS**, Councilman Pitt inquired about the number of demolitions and Mr. Rodman stated they have a list which will be coming to Council in July. Mr. Rodman did state the houses will be prioritized.

Page 89 – **Planning/Zoning**, Councilman Mercer questioned software (\$5,000) and Mr. Rodman explained this software would have more capabilities (combine building inspections, code-enforcement and zoning activities). It will also expand the GIS capabilities. Councilman Pitt inquired about GIS will allow expanded map capabilities and Mr. Rodman said it would (hoping to have the zoning map back on the website). Councilman Davis inquired about the Comprehensive Plan and Mr. Rodman explained and cited the bidding process. Mayor Pro tem Roberson suggested if bids are late you shouldn't consider it reject all bids and rebid and Council agreed.

Mayor Pro tem Roberson stated this will conclude the Public Safety side.

**ADJOURN – UNTIL MONDAY, MAY 23, 2011 AT 5:30 PM IN THE COUNCIL  
CHAMBERS AT THE MUNICIPAL BUILDING**

By motion of Mayor Pro tem Roberson, seconded by Councilman Davis, Council adjourned the meeting @ 8:30 pm until Monday, May 23, 2011 at 5:30 am in the Council Chambers at the Municipal.

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

**Cynthia S. Bennett  
City Clerk**

DRAFT

**CITY COUNCIL MINUTES  
WASHINGTON, NORTH CAROLINA**

**May 23, 2011**

The Washington City Council met in a continued session on Monday, May 23, 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; William Pitt, Councilman; Pete Connet, Interim City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Chief Financial Officer; Robbie Rose, Fire Chief; Mick Reed, Police Chief; Allen Lewis, Public Works Director; John Rodman, Planning Director; Philip Mobley, Parks and Recreation Director; Gloria Moore, Library Director; Keith Hardt, Utilities 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/AMENDMENTS TO AGENDA**

Mayor Jennings requested moving the Castle Soccer and Excel T-Ball from the Cultural Leisure budget review and have it as a separate discussion at the beginning of the agenda.

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

**PRESENTATION – JANICE LABARBER – CASTLE SOCCER**

President of the Optimist Club, Ms. Janice Labarbera noted that Castle Soccer is a Soccer League started for exceptional children. This league is for kids between the ages of 5-15. Ms. Labarbera stated they were able to offer Castle Soccer free of charge last year and requests Council waive the fees (\$30 per child) and allow the children to play free this year as well. The games will be played on Sunday afternoons because the Soccer Complex is full on Saturday's.

**PRESENTATION – ALLEN PITTMAN – EXCEL T-BALL**

Director of Exceptional Children Enjoying Life, Allen Pittman requested Council waive the fees for Excel T-Ball again this year. The children with special needs range from ages 3-18. The children play six (6) games in the fall due to medication, various disorders and heat. Mr. Pittman stated the first game has been scheduled for September 11, 2011 and last year they had 35 participants. The cost is \$50 per game with six (6) games being played. The requested waiver amount is \$600.

Mayor Pro tem Roberson inquired if Mr. Pittman had requested any help from Beaufort County Commissioners and Mr. Pittman responded 'no'. He approached

Council because of rental fees for the City’s fields and in the fee schedule. Mayor Pro tem Roberson suggested contacting Civic Clubs as well.

**MEMO – BILL FORMAN, WASHINGTON MARINA PHASE 3**

(begin memo:) Subject: City of Washington Marina – Phase 3  
 Memorandum to Washington City Council  
 Date: May 9, 2011

This memorandum is to reiterate and expand on information presented to the City Council at the May 2, 2011 meeting by Bill Forman related to the subject project. A summary of project events is as follows:

Contract was awarded to T.D. Eure Construction Company of Morehead City. The general scope of the work as defined by the Contract Documents is as follows:

Base Bid:

- Heavy timber construction of 14 new fixed dock boat slips complete with water and marine power utilities.
- Construction of approximately 2,900 square feet of marine pile supported timber docks and decking.
- Installation of potable water and electrical utilities to serve the new fixed docks including relocation of an existing sewer pumpout device on Dock A.

Add Alternate 1 – Remove and dispose of approximately 2450 square feet of treated timber decking on Docks A and B and replace with 2 x 8 treated timber decking.

Add Alternate 2 – Remove existing utility pedestals on Docks A and B and resurface fiberglass gel coat with marine paint products.

The Bid prices and the subsequent Contract Prices is as follows:

Base Bid:	\$329,900
Add Alternate 1:	22,000
Add Alternate 2:	2,500
<hr/>	
Total Contract Price	\$354,400

This project has taken over three years to permit even though it was a simple expansion of an existing marina. We have had disputes over location of channel limits and negotiations with the Corps of Engineers Navigation Branch on how close to the channel limits structures can be built. The project was finally started in March but still under an environmental moratorium that prohibited driving of piles in the Pamlico River between April 1 and September 30 of each year. We were able to negotiate relief from the moratorium with N. C. Wildlife Resources Commission to delay the start of the moratorium until April 16, 2011. We also started the project without resolution of a permit condition introduced by the Corps of Engineers that prohibited mooring of boats

to the outboard ends of the expanded docks A and B because they and the Coast Guard were of the opinion that those boats would add to an existing boating safety problem in Washington Harbor. We performed a boat traffic study based on similar studies done for large California marinas and found no basis for a boating safety or congestion problem. That study was presented to the Corps of Engineers and they rescinded the permit condition.

Pile driving was started on or about March 30, 2011 with the Contractor providing assurance that all 84 timber piles in the two dock structures could be driven by April 15, 2011. We tried very hard to get the project started in March so that we could meet the objectives of the Parks and Recreation Department to have the completed docks available for use in summer of 2011.

Within two days of starting to drive piles, the Contractor reported that he could not drive the timber piles more than 5 to 6 feet into the bottom. The project was stopped in order to investigate the pile driving conditions. Keep in mind that since 1999, over 220 timber piles have been driven along the Stewart Parkway waterfront for construction of docks A through F, side-to dock G-L, and for three 6-pile fendering dolphins at dock L. There was no compensation by the contractors that drove those piles. There was no reason to believe that the pile driving conditions in the phase 3 project would be any different.

Geotechnologies, Inc. of Raleigh has been engaged to perform borings offshore of docks A and B to determine the subsurface conditions and recommend pile driving equipment appropriate for the conditions. The field investigation portion of that work was completed on Tuesday, May 10, 2011. Once we have the geotechnical report, we will work with the geotechnical engineer, Ed Hearn, to formulate a plan to proceed with pile driving on October 1, 2011, the end of the pile driving moratorium period. The Contractor has assured us that he can complete the project by the January 1, 2012 construction deadline in the grant if he can start driving piles on October 1.

We have prepared some worst case estimates of what the additional costs associated with the pile driving conditions might be. Those numbers are based on giving the Contractor what he believes he is entitled to and his additional cost for pre-drilling the piles. I did not present those estimates to the Council because we have not formulated a strategy for addressing the differing conditions, if they indeed exist and we did want the Council to react to those numbers when they did not represent the final recommendations. The strategy will be to evaluate the equipment brought to the job by the Contractor and adequacy of that equipment to perform the work as described in the Contract Documents. The overall objective is to work modifications to the scope of the project together with negotiations with the contractor to complete the work as defined by the contract. (end memo)

Mayor Pro tem Roberson requested the total number of fixed docks. Mr. Mobley stated 12 because of the structured grant but building 14 (detailing the change from 12 to 14 to satisfy the BIG P).

Councilman Mercer stated Council approved the contract in the amount of \$354,400 for a specific job that included the construction of (12-14) piers. This included replacement of decking on part of the pier and the addition of some piping for fire safety proposes. It is now being requested that Council modify the project to take out the replacement of decking that was stated to be needed for safety purposes and the installation of a water line for fire safety. He feels we are not getting the project that we contracted for. Mr. Mobley and Chief Rose provided an explanation of funds and modifications of the project. Councilman Mercer said we have a project that was contracted and once finished will we have the project that we originally contracted for? Mr. Mobley stated he could not give a “yes” or “no” answer because the engineering firm is continuing to work with the contractor that said he was going to do a certain project. This may require litigation to have the job done as requested. To clarify, Mayor Jennings stated the contract appears to be in the form of being modified, the reason, the contractor may or may not be able to deliver on the original agreement and Mr. Mobley agreed. Councilman Mercer felt there would be additional cost added to the contract for the City. Mayor Jennings inquired if there was a budget amendment and Mr. Rauschenbach responded ‘no’. Mr. Rauschenbach stated that in the recommendation from Mr. Forman & Mr. Mobley he understands to offset the additional cost for the geotech surveying and the \$13,000 mobilization by not doing alternate 1 & 2.

Councilman Mercer reminded Council they had voted not to approve change orders to this contract that would increase the cost of the total project. Mayor Jennings noted for clarification relative to what Council agreed to “the net cost is not going up by virtue of alternate 1 & 2 being eliminated”.

Mayor Pro tem Roberson voiced his concern by stating we have a disagreement on this project between the original contractor and Mr. Forman concerning what the sub surface will be. Mayor Pro tem Roberson stated it looks like we will be in litigation and that is a problem. He voiced his concern on the code requirements (fire) as well.

**ADOPT – RESOLUTION SUPPORTING NOMINATION OF NORTH MARKET STREET HISTORIC DISTRICT TO NATIONAL REGISTER**

Planning & Development, John Rodman stated, at the request of Council, the public hearing on the nomination was held on May 3, 2011 at 7:00 pm in conjunction with Historic Preservation Commission meeting. The HPC recommended approval of the application.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council unanimously adopted the resolution supporting and recommending that the nomination of the North Market Street Historic District to the National Register of Historic Places be approved.

**(copy attached)**

**AWARD – CONTRACT FOR LABOR AND EQUIPMENT FOR LIGHTING  
RETROFIT**

Public Works Director, Allen Lewis called Councils attention to the Bid Tabulation distributed to them prior to the Council meeting. Mr. Lewis stated staff recommends LPS Bowden Electric out of Mount Holly, NC be awarded the contract for the retrofit project.

Councilman Mercer voiced concern on the cost of replacing 60 watts light bulbs with 13 watts CFL's (\$10 per bulb). Mr. Lewis deferred to Community Development Planner, Bianca Gentile. Ms. Gentile shared that cost reflects labor and disposal cost in compliance with the National Environmental Protection Act (NEPA). Mayor Pro tem Roberson stated we need to be in compliance with the Federal Government because there is a proper way to dispose of things and recalled the issue with the electric transformers.

By motion Councilman Mercer, seconded by Councilman Moultrie, Council unanimously awarded the contract for the labor and equipment for lightning retrofit per the bid specifications to LPS Bowden Electric.

**(copy attached)**

**6:00 PM – PUBLIC HEARING – BUDGET**

Mayor Jennings opened the public hearing.

Ms. Carolyn Harding who lives at 329 Sunnyside Drive in Washington suggested the proposed budget calls for a 5% decrease to City residents on electric and why should County residents not be included in the 5% rate reduction. She was told that City residents pay county taxes as well as City taxes but she expects City residence uses County services (Health Department, Social Services, Mental Health, Sheriff Department and Hospital etc.) would equal the number of County residents. The County residence has help support the City budget through annual transfers of millions from electric utilities. Also, please consider shopping, eating at local restaurants and supporting local businesses.

Mr. Russell Morgan a member of the Washington Parks & Recreation Advisory Committee requested Council waive the \$30 facility use fee for the children that play on the fields in the Washington utility area. We have approximately 1300 children at a cost of approximately \$39,000. If the City Council will consider this request, I will request the County pick up the same fee for those outside the City. This was a recommendation to the Parks and Recreation Advisory Committee that was voted on and passed (as long as there will not be any adverse budget cuts to the Parks & Recreation department).

Councilman Mercer shared he attended the committee meeting and normally there are a majority of the committee members yet there were only 5 people that voted on this issue – 3 positive, 1 negative and 1 abstain. Mr. Morgan noted there was a correction from Ms. Hamilton, stating there were 6 members with 4 voting yes, 1 opposed and 1 abstain.

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

**ADOPT – FAIR HOUSING PLAN AND ANTI-DISPLACEMENT PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT, HOUSING DEVELOPMENT 09-C-2050**

Community Development Planner, Ms. Bianca Gentile stated this was standard procedure for CDBG to have these policies in place. This action is the result of a recent monitoring visit.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council unanimously adopted the Fair Housing Plan and Anti-displacement Plan for the Community Development Block Grant, Housing Development 09-C-2050.

**(copy attached)**

**AUTHORIZE – CITY MANAGER TO SIGN CONTRACT WITH HARRY LEE’S LANDSCAPING FOR INSTALLATION OF STAMPED CONCRETE CROSSWALKS AT THE INTERSECTION OF STEWART PARKWAY AND RESPESS STREET**

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council unanimously authorized the Manager to sign a contract with Harry Lee’s Landscaping for the installation of stamped concrete crosswalks at the intersection of Stewart Parkway and Respass Street.

**(copy attached)**

**CONTINUED – BUDGET WORKSHOP**

Page 113 – **Library**, City Manager, Pete Connet stated Gloria Moore, Library Director, was here to answer any questions Council may have. Mayor Pro tem Roberson inquired about the difference in last year’s budget vs. this year’s budget. Councilman Mercer responded and shared he visited the Library and Ms. Moore took quite a bit of time to show him the existing problems and shared we do not maintain our facilities. This money will be used to play catch-up and Councilman Mercer requested Ms. Moore not skimp on the amount requested. Ms. Moore stated the increase is due to maintenance and repairs of the building. Mr. Connet spoke to the HVAC unit replacements and shared that in an email Ms. Moore indicated one out of the three had been replaced. Mr. Connet inquired if the other two will need replacing and Ms. Moore felt it was possible they could wait another year.

Mayor Jennings stated Ms. Moore has been running the Library on a shoe string budget which has been a challenge for several years. In addition, she is housed in a Historic Building and the maintenance is very challenging as well. Mayor Jennings inquired as to the bidding process for air conditioning and roof repairs – are we requiring Ms. Moore to submit bids? Ms. Moore stated staff (Eddie Gurganus, Mike Whaley and Allen Lewis) is very supportive and help her by doing this process. Councilman Davis inquired if funds to replace the 2<sup>nd</sup> unit were included in the proposed budget and Mr. Connet responded ‘no’. Mr. Connet mentioned the increase of \$300 by moving the

phone lines and Councilman Mercer stated now was a good time to answer his request for the cost of phone lines:

Fire alarm line	\$28.08
Burglar alarm	\$15.00
Fax line	\$24.68
Regular line (without long distance)	\$30.00 (approximate)
Computer line	Network (will give this report later)

Mr. Rauschenbach and Mr. Hardt stated Mr. Segal performed a phone audit about 2 years ago with quite a bit of savings to the City.

Mr. Connet & Ms. Moore presented the recommended operating hours for Brown Library: Council was presented with a graph and Ms. Moore explained that the graph indicates there is very little activity between the hours 7-8 pm and people are standing at the door by 10 am. The recommended hours will save approximately \$1,000 a year.

Monday – Friday:	10 am. – 7 pm.
Saturday:	10 am. – 3 pm.
Sunday:	<del>1 pm. – 4 pm.</del> (Maintain 1 pm. – 6 pm.)

Mayor Pro tem Roberson was ok with the recommended operational hours. Councilman Mercer suggested having the Sunday’s hours stay at 1-6 instead of 1-4 because it has only been in operation for approximately 3 months.

Mayor Jennings directed Ms. Moore to keep Sunday operating hours from 1-6 and implement the changes on Monday thru Saturday.

Page 118 – **Recreation Admin.** Interim City Manager, Pete Connet stated this budget was slightly less than what it was the previous year. All major line items are pretty consistent.

Page 122 – **Events Facilities.** Mayor Jennings inquired if any allowance had been made for the Festival Park. Ms. Hardison stated they haven’t set the fee scale for the Park and Mr. Mobley shared he will look at the New Bern policy.

Mayor Pro tem Roberson inquired about item number 10-40-6121-1502 Main/Repair HVAC at Oakdale – is it the separate building. Mr. Mobley stated it would be for the Bobby Andrews center (in the lobby). Councilman Mercer inquired if there was a unit in there now and Mr. Mobley responded ‘yes’. Discussions followed concerning the SEER rating and Councilman Mercer suggested getting maximum bang for buck with a 18-20 SEER rating instead of 16 (may be worth the difference in the long haul).

Mayor Jennings noted a correction on the justification sheet - requesting increase should be \$33,920 and not \$36,000.

Following the conclusion of Parks & Recreation session of the budget process, Mayor Jennings called Council attention back to **Events & Facilities** to address the issues of Castle Soccer & Excel T-ball.

Council agreed to pay as they did last year for the Excel T-ball - \$50 per council member.

Recess at 7:40 pm.

Mayor Jennings polled Council for their opinion on elimination of fees for the children to play free. Mayor Jennings feels you will have more participation if you can reduce the total cost at all walks of life. There will still be a league fee to cover some of the cost but the City fee will be set aside.

By motion of Councilman Davis, seconded by Councilman Pitt, Council unanimously agreed to extend the meeting to 8:30 pm.

**Councilman Moultrie** – Concurs (in agreement) but we need to look out for our employees

**Mayor Pro tem Roberson** – Opposed to eliminating fees. Mayor Jennings stated staff recommended taking half of the proposed reduction from contingency fund. Mayor Jennings suggested we have a fractured relationship with the league and we need to rebuild the relationship.

**Councilman Mercer** – Where will we get the money? Mayor Pro tem Roberson and Council Mercer stated this would be a recurring expense.

At this point, Mr. Connet noted his recommendation that was forwarded to Council: The contingency would be \$116,000 if his recommendation is considered for the following & would allow the discussion on the Recreation fees:

EDC  
WHDA  
Turnage Theatre  
Hotel Feasibility Study  
Economic Development

By motion of Councilman Davis, seconded by Mayor Pro tem Roberson, suggested to table this discussion until next meeting. Motion fails: For the motion: Council Davis and Mayor Pro tem Roberson. Against the motion: Councilman Mercer, Pitt & Moultrie.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council extended the meeting until 9:00pm. Voting against the motion: Councilman Davis.

**Mayor Pro tem Roberson** stated he seconded because he does not have any numbers in front of him. The budget is \$63 million that affects a lot of peoples lives and he wants to take care of City employees as well in this budget. They have not had a raise in over 3 years – 1<sup>st</sup> give all employees an increase. Councilman Davis agreed that we need the figures in front of us.

**Mayor Jennings** clarified what he heard from some members of Council stating the need to see some numbers generated. One consideration if we can find the money, different consideration if we don't have matched savings for the idea. Mayor Jennings inquired what about the consideration “if we find the money – make the commitment to make the change if we can find the money”?

**Councilman Pitt** stated he is in agreement that we need to know where the money will come from but we need to be an all inclusive City to be an effective Council. We have cut things that don't involve the entire City and found the money if it means to cut here and cut there – everyone should get a piece of the pie.

**Councilman Davis** shared he is a Parks & Recreation professional. He has seen fees come and go but he has never in his career seen a reduction of a fee causing an increase in participation. The Recreation Department has always been asked to produce more revenue and now we are saying don't worry about revenue we will just fund it. He doesn't feel that is a legitimate way to operate, we have to be physically responsible to our citizens. He agrees with Councilman Moultrie, Mayor Pro tem Roberson in that we need to do something for our employee's they are our most important asset. The league can get a reduction by providing a list of the people who live in town and they will get a \$5 rebate. Mayor Jennings shared that we all value our employees but this is a separate issue and we should keep these issues separate. We can take up our employees increase at the right time. He can't see where dropping the fees by over half wouldn't provide more participation. Councilman Davis mentioned we cover everyone we are aware of that can't pay the fees and Mayor Jennings suggested there are many people that we are not aware of.

Mr. Connet addressed the comments concerning employees not having anything in this budget, there is a merit and job maturity in this budget and assumes Council is talking about something more across the board and Councilman Davis responded 'yes'. Approximately 10 out of 242 employees last year did not receive anything.

Council directed the Manager to look for the money and stated they did not want it out of contingency.

Mayor Pro tem Roberson stated we need to stop funding outside agencies every year (\$69,000). Give them advance notice (a number of years to fund).

Page 127 – **Athletics & Programs**, Mr. Mobley stated the County reimbursement funds are coming through. Councilman Mercer inquired if the part-time help was one individual and Mr. Mobley stated it is two individuals. Mr. Connet inquired if the tennis nets was a carry-over from previous years and Mr. Mobley responded ‘yes’.

Page 129 – **Senior Programs**, Councilman Mercer made the following observations: Replacements of Stove & Refrigerator at \$3200; Ms. Everett stated the Manager had requested she speak with Lowes concerning this purchase and she was given enough discount to get them for \$2300. Mr. Connet advised checking on State Contract as well. Ms. Everett providing Council with a document showing how many people are being fed & stated the appliances were installed in 1993. Ms. Everett shared that in the month of March they serve over 3,000 services and the average in the fitness room is approximately 40 people a day.

Page 135 – **Waterfront Docks**, Mr. Connet noted the budget was a \$40,000 decrease but the \$40,000 was in capital outlay last year and we don’t have it this year.

Councilman Mercer inquired as to the rental income for the docks. Ms. Hamilton stated the projected for this year was \$75,000 and they have already reached that and predicting they will have about \$80,000-\$85,000 this year.

Councilman Mercer asked if the radios are working (why the change to cell phones). Mr. Mobley stated the radios are for contacting the boats and the cell phone is contacting the boats and us.

Mayor Jennings asked Mr. Rauschenbach if he have numbers that take into account the transition to transient docks – permanent docks (the cost for carry on the debt service – some sort of projection as to what the revenues would be). Mr. Rauschenbach responded ‘no’ for the debt service (no interest earned) Mayor Jennings, well do we have any reasonable projection of what the additional revenue would be and Mr. Rauschenbach stated they didn’t budget additional revenue.

Mayor Jennings inquired if there were any funding or strategy that would preclude the Council from changing the current transient slips to permanent. Various suggestions were provided by Council, Attorney and Staff but with no clear answer.

Page 139 – **Civic Center**, Mayor Pro tem Roberson shared they have decided to wait to get the bids on replacing the material for maintenance items. Mr. Rauschenbach explained further by stating the latest information received from Ms. Lewis regarding the cost of replacing the decking was \$15,000 and they need to receive additional quotes. Mayor Pro tem Roberson shared they don’t have an estimated amount of how much it will cost to replace the decking to be in compliance with the ADA audit. Mr. Rauschenbach stated he suggested this go out for bids and will bring back to Council.

Page 141 – **Aquatic Center**, Councilman Mercer addressed concerns on part-time salary vs. full time. Councilman Mercer noted this facility have not come close to breaking even and never will.

Mayor Jennings requested info on swimming lessons – how many are being taught at the center. Ms. Hardison stated the lessons in the summer stay full (they keep a waiting list). During the winter months they can only teach on weekends because of the High School swim team and water aerobics

Page 147 – **Parks & Grounds Maintenance**, Councilman Mercer asked why the increase in part-time help and Mr. Mobley stated preliminary work for the trail at Jacks Creek. Councilman Mercer voiced his concern over the maintenance/repair cost.

- Replacement of countertop as recommended by the Health Department (Ms. Hardison stated they can remove this from the budget)
- Replacement of Playground equipment (Mr. Mobley explained it was repairing parts)
- 2 Waterfountains at Havens Gardens
- Concrete walkway for public by concession stand at complex (Mayor Jennings and Ms. Hardison explained). Councilman Mercer requested more information on the concrete walkway and discussions followed.
- Grasshopper Lawnmower (staff explained and stated what type of mower this was; also they were given a discount on this one plus traded in a John Deer Tractor). This has a zero turn and it will fit on the trailer to go around town for mowing. Councilman Davis inquired how much grass is mowed each week – approximately 200 acres that’s mowed once a week with the complex & fields being mowed twice a week. Places they mow –Veterans Park, Health Department, Girl Scout, and State property.
- \$25,000 for Decking on the Boardwalk (Mr. Mobley explained they will be replacing 1/3 deck board – composite wood on wetlands). Total cost will be \$75,000.

By consensus Council agreed to add another budget session on Monday, June 6, 2011.

**ADJOURN – UNTIL MONDAY, JUNE 6, 2011 AT 5:30 PM IN THE COUNCIL CHAMBERS AT THE MUNICIPAL BUILDING**

By motion of Councilman Davis, seconded by Mayor Pro tem Roberson, Council adjourned the meeting @ 9:05 pm until Monday, June 6, 2011 at 5:30 am in the Council Chambers at the Municipal.

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

**Cynthia S. Bennett  
City Clerk**

MEMORANDUM

To: Peter Connet, Interim City Manager  
From: Bill Lurvey, Risk Manager  
Re: NC Department of Labor Safety Awards to be presented at the June 13, 2011 Council Meeting  
Date: June 03, 2011

As a result of their safety records during 2010, several departments and divisions in the city qualified for and received safety awards from the NC Department of Labor during the annual awards banquet held in April of this year. I would like for these awards to be presented to the employees during the Council Meeting on June 13, 2011. The following City Departments and Divisions received awards for their safety performance in 2010:

Recreation Department	1 <sup>st</sup> Year Gold
WFREMS	2 <sup>nd</sup> Year Gold
PW/Water Resources	8 <sup>th</sup> Consecutive Year Gold
Electric Department	1 <sup>st</sup> Year Gold
PW/Gen Services	3 <sup>rd</sup> Year Silver

The Gold Award is presented to those employers whose workforce (dept/div) did not have any lost workday or light duty cases during 2010. A Silver Award is presented to those employers whose workforce (dept/div) did not have any lost workday cases where an employee could not come to work beyond the day of injury. I think these awards show a lot of hard work on the part of the employees in these departments/divisions and are most worthy of recognition.

\wdl

cc: S Hodges  
P Mobley  
R Rose  
A Lewis  
K Hardt



# *Certificate of Safety Achievement*

## *First Year Gold*

In recognition of the outstanding safety and health efforts of

# CITY OF WASHINGTON PARKS & RECREATION DEPARTMENT

that resulted in a substantial reduction of injuries and illnesses  
and the promotion of safer working conditions in 2010.



*Cherie Berry*  
COMMISSIONER OF LABOR

# Washington Electric Utilities

A City of Washington Enterprise



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

Office of the Director

## MEMORANDUM

To: Peter T. Connet, Interim City Manager

From: Keith Hardt, P.E., Electric Utilities Director *KH*

Ref: 13 June 2011 City Council Meeting  
– Electric Department Safety Award Presentation

Date: 2 June 2011

The employees of the Electric Department have been awarded a safety award from ElectriCities of North Carolina for their continued safety record and experiencing no reportable lost time accidents for calendar year 2010. This award will be presented by a staff member from ElectriCities.

In addition, the employees of the Electric Department have been awarded a safety award from the North Carolina Department of Labor for their continued safety record and experiencing no reportable lost time accidents for calendar year 2010.

Finally, the employees of the Electric Department have been awarded a safety award from the American Public Power Association for their continued safety record and experiencing no reportable lost time accidents for calendar year 2010.

I request that these safety awards be presented to the Electric Department employees during the City Council's regular meeting on 13 June 2011.



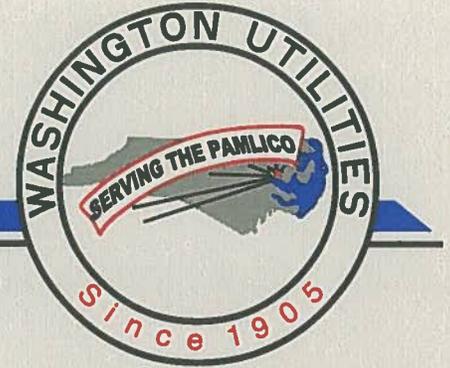
June 13, 2011

102 East Second Street • Telephone (252) 975-9300

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# Washington Electric Utilities

A City of Washington Enterprise



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

Office of the Director

## MEMORANDUM

To: Peter T. Connet, Interim City Manager

From: Keith Hardt, P.E., Electric Utilities Director *KH*

Ref: 13 June 2011 City Council Meeting  
– Electric Department Lineman Career Development Presentation

Date: 2 June 2011

Washington's Lineman Career Development program is available to all Electric Department employees. Employees enroll on a voluntary basis to advance in their career and trade.

The following Electric Department employees have successfully completed levels in the ElectriCities Lineman Career Development program. To achieve each level these employees completed a minimum of 1,600 hours of on the job training, completed a minimum of 40 hours of classroom training, passed a skills field test, and passed a written test. The level certificates will be presented by an ElectriCities staff member.

### Level I Underground

Lee Hardee

### Level II Overhead

Russell Seymore

### Level I Overhead

Nick Gibson  
Jeremy Wallace  
Shawn Evans

### Level III Overhead

Scott Owens  
Kenny McConville  
Keith Alligood



June 13, 2011

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## Electricities Services

## Member Services

## Emergency Assistance

## Economic Development

## Government Relations

## Partners &amp; Resources

## Library Resources

## Safety &amp; Training

## Overview

## Schools and Workshops

## Career Development

## Career Video Request

## Marketing

## Career Development Programs

The Career Development Programs (CDP's) are voluntary training programs available to Electricities' members and approved by the North Carolina Department of Labor. They exceed the training mandates as outlined in the Federal Register 1910.269 Subpart R and 1926.95 Subpart V of the OSHA regulations guide.

The programs provide a way for municipal power line workers to increase their skills and knowledge. If properly administered, a technician's work performance will become proficient regardless of his experience level. Each employee is required to be trained and proficient at his assigned task.

Powerline workers enrolled in the programs will learn to install, repair and maintain electric systems. They will gain an understanding of electricity and, in the more advanced levels, gain supervisory experience and knowledge of complex electric operations.

### Career Development Programs

Collapse all

- **Lineman Career Development Program**

The Lineman Career Development Program is a voluntary training program available to Electricities members and approved by the State of North Carolina Department of Labor. It exceeds the training mandates as outlined in the Federal Register 1910.269 Subpart R and 1926.95 Subpart V of the OSHA regulations guide. The program provides a way for municipal power line technicians to increase their skills and knowledge. Linemen enrolled in this program will learn to install, repair and maintain electric systems. The program is divided into four levels beginning at Level I and ending with Level IV or the Journeyman level. Each level will take approximately one year to complete. It is a mixture of classroom and on-the-job-training. The students will gain an understanding of electricity and, in the more advanced levels, gain supervisory experience and knowledge of complex electric operations.

- **Meter Technician Career Development Program**

The Meter Technician Career Development Program is a voluntary training program open to Electricities members. The program is designed to increase the skills and knowledge of meter technicians at all experience levels. The students will learn to test, install, repair and maintain customer watt-hour meters. They will also gain an understanding of the basics of math as it relates to electricity. In the more advanced levels, the students will gain overall job knowledge of complex polyphase metering. The program is divided into three training levels: Level I – Basic; Level II – Intermediate; and Level III – Advanced.

- **Substation Career Development Program**

The Substation Career Development Program is a voluntary training program available to Electricities members and approved by the North Carolina Department of Labor. It exceeds the training mandates as outlined in the Federal Register 1910.269 Subpart R and 1926.95 Subpart V of the OSHA regulations guide. The program provides a way for municipal substation technicians to increase their skills and knowledge. Technicians enrolled in this program will learn to install, repair and maintain electric systems. They will gain an understanding of electricity and, in the more advanced levels, gain supervisory experience and knowledge of complex electric operations. This program consists of four levels of training.

- **Underground Career Development Program**

The Underground Career Development Program is a voluntary training program available to Electricities' members and approved by the North Carolina Department of Labor. It exceeds the training mandates as outlined in the Federal Register 1910.269 Subpart R and 1926.95 Subpart V of the OSHA regulations guide. The program provides a way for municipal underground power line technicians to increase their skills and knowledge. Underground power line technicians enrolled in this program will learn to install, repair and maintain electric systems. They will gain an understanding of electricity and, in the more advanced levels, gain supervisory experience and knowledge of complex electric operations. This program consists of four levels of training.

Electricities maintains resource guides for each of these areas that provide procedures that must be followed in order to complete the CDP. The guides include four recommended levels of training, registration procedures, how to order program materials, recording procedures, an index of modules, and examination procedures.

**The registration fee for each level of the Career Development Programs is \$300. Contact Jill Presto, Safety & Training Technician, at 800-768-7697, extension 6301 or [jill.presto@electricities.com](mailto:jill.presto@electricities.com) for enrollment information. Contact Jim Shill at extension 6263 or [jim.shill@electricities.com](mailto:jim.shill@electricities.com) for any questions you may have concerning the programs.**



## City of Washington REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Jennings & Members of the City Council  
**From:** Peter T. Connet, Interim City Manager  
**Date:** June 2, 2011  
**Subject:** Appointment of Matt Rauschenbach as Acting City Manager  
**Applicant Presentation:** N/A  
**Staff Presentation:** Peter T. Connet, Interim City Manager  
**RECOMMENDATION:**

I move that Council appoint Matt Rauschenbach as the Acting City Manager for the period July 1, 2011 through July 31, 2011 and that he be empowered with all the duties and responsibilities of the Office of City Manager as set forth in the City Charter, Washington Code of Ordinances, and North Carolina General Statutes.

**BACKGROUND AND FINDINGS:**

The last working day for Interim City Manager Pete Connet is June 30, 2011. Newly appointed City Manager Josh Kay does not start his official duties until August 1, 2011. It is recommend that Matt Rauschenbach be appointed as the Acting City Manager during the period July 1, 2011 through July 31, 2011 and that during this time that he be empowered with all the duties and responsibilities of the City Manager as set forth in the City Charter, Washington Code of Ordinances, and North Carolina General Statutes.

**PREVIOUS LEGISLATIVE ACTION:**

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

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**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** PTC Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 6-8-11 Date



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

**To:** Mayor Jennings & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** June 13, 2011  
**Subject:** Grant Project Ordinance Amendment Keysville Road  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

**RECOMMENDATION:**

I move that City Council adopt a Grant Project Ordinance Amendment for the Keysville Road Subdivision Grant.

**BACKGROUND AND FINDINGS:**

Under the terms of reinstatement of the grant between the Department of Commerce and the City, Holland Consulting Planners submitted a program amendment dated 3/14/11 which adjusts the public works line items for water, sewer, and streets in accordance with the negotiated bids from the public works contractor. The attached budget ordinance adjusts the City capital project budget line items to match the 3/14/11 program amendment approved by the State. Further, the attached amendment breaks the City's contribution in the amount of \$70,000 for water and sewer improvements into separate line items to allow for accurate accounting of expenditures.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Grant Project Ordinance Amendment

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** PTC Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
6-8-11 Date

**AN ORDINANCE TO AMEND THE GRANT PROJECT 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 account numbers in the Keysville Road Subdivision Grant Project Fund appropriations budget be increased or decreased by the following amounts.

51-60-4930-0400	Administration	\$(37,000)
51-60-4930-4500	Street Improvements	22,416
51-60-4930-4501	Water Improvements	(14,729)
51-60-4930-4502	Sewer Improvements	(37,687)
51-60-4930-4510	Water Improvements – City	35,000
51-60-4930-4515	Sewer Improvements – City	35,000
51-60-9990-9900	Contingency	(3,000)
	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 13<sup>th</sup> day of June, 2011.

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

**ATTEST:**

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



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** June 13, 2011  
**Subject:** Authorized Agent, Application for Approval of Installment Purchase Contract for Impressions Improvements  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

**RECOMMENDATION:**

I move that City Council authorize Matt Rauschenbach to act as the Authorized Agent for the NC Department of State Treasurer, Local Government Commission (LGC), application for approval of installment purchase contract.

**BACKGROUND AND FINDINGS:**

Approval of the installment purchase contract to fund the building improvements of the property leased by Impressions Marketing, Inc. is a requirement of the LGC. The application is scheduled to be submitted June 14<sup>th</sup> and will be on the agenda for the LGC's review on July 12.

**PREVIOUS LEGISLATIVE ACTION**

Proposed 2011-2012 budget

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** PTC Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
6-8-11 Date



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** June 13, 2011  
**Subject:** Award the Financing Bid for the Installment Purchase Contract of the Impressions Building Improvement Project  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

**RECOMMENDATION:**

I move that City Council award a not to exceed \$800,000 installment purchase financing bid to RBC Bank for the funding of the building improvements of the property leased by Impressions Marketing Group, INC. and authorize the C.F.O. to execute the necessary documents to close this transaction contingent on the approval of the Local Government Commission.

**BACKGROUND AND FINDINGS:**

The lease with Impressions dated April 1, 2011 includes these building improvements to be funded by the City and reimbursed through supplemental rent payments over five years in the amount of \$14,727.58/ month. LGC approval is required for the installment purchase contract to provide this funding.

The supplemental rent and debt service are included in the 2011-2012 proposed budget. Construction bids are still being received and the loan amount will be finalized prior to the planned July 15<sup>th</sup> closing.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

- Financial institution bid summary
- Credit Commitment Letter
- Project Budget

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** PTC Concur 6-8-11 Date. Recommend Denial \_\_\_\_\_ No Recommendation



RBC Bank™

Public and Institutional Banking  
301 Fayetteville Street, Suite 1100  
Raleigh, NC 27601  
(919) 788-5763 phone  
(919) 788-5515 fax  
(888) 680-5064

May 27, 2011

Matt Rauschenbach  
CFO / Assistant City Manager  
City of Washington  
PO Box 1988  
Washington, NC 27889

RE: Request for Proposal for Installment Financing Agreement

Dear Mr. Rauschenbach:

RBC Bank is pleased to respond to the City of Washington's request to finance the cost of roof repairs/replacement, fire protection system enhancements and other building related improvements. We are excited about the prospects of developing a partnership with the City.

If there are any questions related to the enclosed proposal, please do not hesitate to call me at (919) 788-5763. I look forward to hearing from you and working with you on this transaction.

Thank you in advance for your consideration.

Sincerely,

Casey L. Turner  
Director  
Public & Institutional Banking

## INSTALLMENT FINANCING AGREEMENT PROPOSAL

Please accept this letter as confirmation of RBC Bank's interest in providing financing to the City of Washington for the below-referenced Project, based on the following terms and conditions:

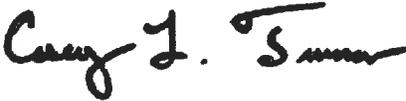
<b>Borrowing Entity:</b>	City of Washington, North Carolina (the "City")
<b>Secured Party:</b>	RBC Bank or its nominee (the "Bank")
<b>Project Description:</b>	Finance the cost of roof repairs/replacement, fire protection system enhancements and other building related improvements to the City's property on Springs Road in Washington, NC that is leased by a private third party (the "Project")
<b>Anticipated Funding Date:</b>	Rates Guaranteed no later than July 15, 2011
<b>Total Amount to Finance:</b>	Not to exceed \$800,000.00
<b>Term:</b>	Sixty (60) months
<b>Interest Rate:</b>	2.91% Taxable
<b>Payments:</b>	\$14,342.98 Level principal and interest payments due monthly. (Attached Schedule A)
<b>Title and Security Interest:</b>	Deed of Trust and/or Security Interest on the Project. RBC Bank will have a first lien position on the Project.
<b>Prepayment Penalty:</b>	The City may prepay the Loan in whole or in part at its option at any time upon giving the Bank not less than thirty (30) days written notice thereof, subject to a payment premium equal to the Reinvestment Loss. "Reinvestment Loss" means the present value of the difference between (1) the amount that would have been realized by the Bank on the prepaid amount for the remaining term of the Contract at the Federal Reserve H.15 Statistical Release rate for the fixed-rate payers in the interest rate swaps for a term corresponding to the term of the Contract, interpolated to the nearest month, if necessary, that was in effect on the date of closing and (2) the amount that would be realized by the Bank by reinvesting such prepaid funds for the remaining term of the Contract at the Federal Reserve H.15 Statistical Release rate for fixed-rate payers in interest rate swaps, interpolated to the nearest month, that was in effect on the date fixed for prepayment; both discounted at the same interest rate utilized in determining the applicable amount for clause (2) above. Notwithstanding the foregoing, any prepayment of the Loan, whether in whole or in part, will be subject to a minimum prepayment fee of 0.5% of the amount being prepaid. The Bank shall provide the City with a written statement explaining the calculation of the premium due, which statement shall, in absence of manifest error, be conclusive and binding on the City.
<b>Type of Financing:</b>	The Installment Financing Agreement will include language compliant with NC General Statute Section 160A-20.

This letter expresses the willingness of RBC Bank to seek the additional approvals necessary for this transaction and is delivered to you with the understanding that its contents will be kept strictly confidential. RBC Bank will submit drafts of the Installment Finance Contract if awarded the winning bid.

**A final commitment will require the prior approval of RBC Bank's credit committee, documents in an acceptable form, and the negotiation of a definitive structure. Once this proposal is accepted by the governing body, please sign below and return this letter to RBC Bank.**

If you have any questions, please feel free to call or e-mail me at (919) 788-5763 or casey.turner@rbc.com.

Sincerely,



Casey L. Turner  
Director  
Public & Institutional Banking

*Proposal Accepted By:*

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Schedule A

City of Washington

Compound Period Monthly  
 Nominal Annual Rate 2.91%

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	15-Jul-11	800,000.00	1		
2	Payment	15-Aug-11	14,342.98	60	Monthly	7/15/2016

AMORTIZATION SCHEDULE - Normal Amortization 360 Day Year

#	Date	Payment	Interest	Principal	Balance
Loan	15-Jul-11				800,000.00
1	15-Aug-11	14,342.98	1,940.00	12,402.98	787,597.02
2	15-Sep-11	14,342.98	1,909.92	12,433.06	775,163.96
3	15-Oct-11	14,342.98	1,879.77	12,463.21	762,700.75
4	15-Nov-11	14,342.98	1,849.55	12,493.43	750,207.32
5	15-Dec-11	14,342.98	1,819.25	12,523.73	737,683.59
6	15-Jan-12	14,342.98	1,788.88	12,554.10	725,129.49
7	15-Feb-12	14,342.98	1,758.44	12,584.54	712,544.95
8	15-Mar-12	14,342.98	1,727.92	12,615.06	699,929.89
9	15-Apr-12	14,342.98	1,697.33	12,645.65	687,284.24
10	15-May-12	14,342.98	1,666.66	12,676.32	674,607.92
11	15-Jun-12	14,342.98	1,635.92	12,707.06	661,900.86
2012 Totals		157,772.78	19,673.64	138,099.14	
12	15-Jul-12	14,342.98	1,605.11	12,737.87	649,162.99
13	15-Aug-12	14,342.98	1,574.22	12,768.76	636,394.23
14	15-Sep-12	14,342.98	1,543.26	12,799.72	623,594.51
15	15-Oct-12	14,342.98	1,512.22	12,830.76	610,763.75
16	15-Nov-12	14,342.98	1,481.10	12,861.88	597,901.87
17	15-Dec-12	14,342.98	1,449.91	12,893.07	585,008.80
18	15-Jan-13	14,342.98	1,418.65	12,924.33	572,084.47
19	15-Feb-13	14,342.98	1,387.30	12,955.68	559,128.79
20	15-Mar-13	14,342.98	1,355.89	12,987.09	546,141.70
21	15-Apr-13	14,342.98	1,324.39	13,018.59	533,123.11
22	15-May-13	14,342.98	1,292.82	13,050.16	520,072.95
23	15-Jun-13	14,342.98	1,261.18	13,081.80	506,991.15
2013 Totals		172,115.76	17,206.05	154,909.71	

24	15-Jul-13	14,342.98	1,229.45	13,113.53	493,877.62
25	15-Aug-13	14,342.98	1,197.65	13,145.33	480,732.29
26	15-Sep-13	14,342.98	1,165.78	13,177.20	467,555.09
27	15-Oct-13	14,342.98	1,133.82	13,209.16	454,345.93
28	15-Nov-13	14,342.98	1,101.79	13,241.19	441,104.74
29	15-Dec-13	14,342.98	1,069.68	13,273.30	427,831.44
30	15-Jan-14	14,342.98	1,037.49	13,305.49	414,525.95
31	15-Feb-14	14,342.98	1,005.23	13,337.75	401,188.20
32	15-Mar-14	14,342.98	972.88	13,370.10	387,818.10
33	15-Apr-14	14,342.98	940.46	13,402.52	374,415.58
34	15-May-14	14,342.98	907.96	13,435.02	360,980.56
35	15-Jun-14	14,342.98	875.38	13,467.60	347,512.96
2014 Totals		172,115.76	12,637.57	159,478.19	
36	15-Jul-14	14,342.98	842.72	13,500.26	334,012.70
37	15-Aug-14	14,342.98	809.98	13,533.00	320,479.70
38	15-Sep-14	14,342.98	777.16	13,565.82	306,913.88
39	15-Oct-14	14,342.98	744.27	13,598.71	293,315.17
40	15-Nov-14	14,342.98	711.29	13,631.69	279,683.48
41	15-Dec-14	14,342.98	678.23	13,664.75	266,018.73
42	15-Jan-15	14,342.98	645.10	13,697.88	252,320.85
43	15-Feb-15	14,342.98	611.88	13,731.10	238,589.75
44	15-Mar-15	14,342.98	578.58	13,764.40	224,825.35
45	15-Apr-15	14,342.98	545.20	13,797.78	211,027.57
46	15-May-15	14,342.98	511.74	13,831.24	197,196.33
47	15-Jun-15	14,342.98	478.20	13,864.78	183,331.55
2015 Totals		172,115.76	7,934.35	164,181.41	
48	15-Jul-15	14,342.98	444.58	13,898.40	169,433.15
49	15-Aug-15	14,342.98	410.88	13,932.10	155,501.05
50	15-Sep-15	14,342.98	377.09	13,965.89	141,535.16
51	15-Oct-15	14,342.98	343.22	13,999.76	127,535.40
52	15-Nov-15	14,342.98	309.27	14,033.71	113,501.69
53	15-Dec-15	14,342.98	275.24	14,067.74	99,433.95
54	15-Jan-16	14,342.98	241.13	14,101.85	85,332.10
55	15-Feb-16	14,342.98	206.93	14,136.05	71,196.05
56	15-Mar-16	14,342.98	172.65	14,170.33	57,025.72
57	15-Apr-16	14,342.98	138.29	14,204.69	42,821.03
58	15-May-16	14,342.98	103.84	14,239.14	28,581.89
59	15-Jun-16	14,342.98	69.31	14,273.67	14,308.22
2016 Totals		172,115.76	3,092.43	169,023.33	
60	15-Jul-16	14,342.98	34.76	14,308.22	0.00
2017 Totals		14,342.98	34.76	14,308.22	
Grand Totals		860,578.80	60,578.80	800,000.00	

**Building Improvements**

\$	<u>Description</u>
457,430	Roof replacement/repair
26,061	Fire protection inside building (excludes replacing pressure gauges)
82,800	Fire protection outside building
36,646	General contractor 5%
66,629	Contingency 10%
<u>100,000</u>	Miscellaneous (dock doors, etc.)
769,566	Total

**Rent Structure**

392,736	Square footage
1.00	Current \$ rent/square foot
0.45	Proposed increase/sq. foot
176,731	Proposed \$ increase
4.35	Payback years
883,656	Increase Total for 5 Years

**Debt Service**

Interest Rate	4.25%	3%	2.50%
Term	4.92	4.92	4.92
Annual Payment	176,736	170,681	168,285

	BB&T	Wells Fargo	First Citizens	RBC
Interest rate	3.59%	4.45%	3.76%	2.91%
Interest	75,139.60	93,774.03	78,803.88	60,578.80
Closing Costs	1,100	6,000	2,750	5,000
Total Financing Cost	76,239.60	99,774.03	81,553.88	65,578.80
Monthly Payment	14,585.66	14,896.23	14,646.73	14,342.98
Prepayment	1%	\$0	\$500	.5% minimum
Term- months	60	60	60	60
Escrow Interest		PF-MM	PF-MM	PF-MM

Proposal expiration		6/7/2011	6/26/2011	6/10/2011
Proposal acceptance d:	6/6/2011	6/7/2011	6/26/2011	6/24/2011
Rate valid until	7/11/2011			7/15/2011
Closing Date		7/19/2011	7/26/2011	7/15/2011
Lien	yes	yes		yes



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Michael Whaley, Purchasing Agent  
**Date:** 05-27-11  
**Subject:** Award Roofing Contract to Curtis Construction Co., Inc. in the Amount of \$340,900 for Roofing Work at Impressions.  
**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

**RECOMMENDATION:**

I move that Council authorize the Manager to sign a contract with Curtis Construction Co., Inc. in the amount of \$340,900 for roofing replacement and repairs at Impressions, as well as the corresponding purchase order.

**BACKGROUND AND FINDINGS:**

Council approved a lease agreement with Impressions Marketing at the March 14, 2011 Council meeting which included several maintenance items to be performed. Of these items, roof repair/replacement was deemed to be the most pressing need. On May 13, bids were received for the work. A bid tab is attached. It is recommended that Curtis Construction Co., Inc. be awarded this work in the amount of \$340,900.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

Currently Budgeted (56-60-4930-4500)  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Bid Tabulation Sheet

City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 Finance Dept Review: \_\_\_\_\_ Date By: June 13, 2011 (if applicable)  
 City Manager Review: OTC Concur \_\_\_\_\_ Page 61 of 336 and Denial \_\_\_\_\_ No Recommendation 6-8-11 Date

BID TABULATION

Bid for: Impressions Roofing  
Opened: 10:00 AM, Friday  
May 13, 2011

=====

<u>Item</u>	<u>Description</u>	<u>Curtis Construction Co., Inc</u>	<u>Empire Roofing</u>	<u>CSI</u>
1	EPDM Roofing	\$420,500.00	\$504,000.00	\$431,745.00
2	TPO Roofing	<b>\$340,900.00</b>	no bid	\$382,004.00

Recommendation: The recommended vendor would be Curtis Roofing. CSI has a price listed but cannot be considered because they missed the bid opening. Curtis Roofing also has the best price.

Signed: Mike Whaley



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

**To:** Mayor Jennings & Members of the City Council  
**From:** Michael Whaley, Purchasing Agent  
**Date:** May 27, 2011  
**Subject:** Approve Contracts for Water and Wastewater Treatment Chemicals and Approve Purchase Orders for Chemical Purchases.  
**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

**RECOMMENDATION:**

I move that Council approve contracts for water and wastewater treatment chemicals and allow purchase orders to be approved in FY 11-12 for the chemicals listed below.

**BACKGROUND AND FINDINGS:**

The purpose of this item is to inform Council of contract commitments for water and wastewater treatment chemical requirements for the City from July 1, 2011 through June 30, 2012 and to allow for purchase orders to be issued as needed for the purchase of these chemicals.

Contracts awarded as follows:

<u>Vendor</u>	<u>Cost Per Unit</u>	<u>Estimated Total</u>
(A) <u>Amerochem</u>		
Potassium Permanganate	\$2.23/lb.	\$46,830.00
Hydroflousilicic Acid	\$0.32/lb.	\$11,200.00
Anhydrous Ammonia	\$0.77/lb.	\$ 7,315.00
Liquid Aluminum Sulfate	\$385.00/ton	\$32,725.00
Sodium Bisulate	\$2.13/gal.	\$34,080.00
(B) <u>Morton Salt</u>		
Sodium Chloride	\$105.45/ton	\$168,720.00
(C) <u>Jones Chemical</u>		
Liquid Chlorine-Ton Cylinders	\$750.00/ton	\$18,000.00
(D) <u>Water Guard</u>		
Sulfur Dioxide	\$0.86/lb.	\$4,085.00
Sodium Hexametaphosphate	\$1.39/lb.	\$25,020.00
Sodium Hypochlorite	\$0.96/gal	\$20,160.00
<b>TOTAL</b>		<b>\$368,135.00</b>

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

See attached bid tabulation sheet.

City Attorney Review:      Date By:      (if applicable)  
 Finance Dept Review:      Date By:      (if applicable)  
 City Manager Review: PTC Concur      Recommend Denial      No Recommendation 6-8-11 Date

**BID TABULATION**

Bid for: Water Treatment Chemicals  
 Opened: 11:00 AM, Wednesday  
 April 20, 2011

<u>Item</u>	<u>Chemical</u>	<u>Cargill Salt</u>	<u>Morton Salt</u>	<u>GEO Chemical</u>	<u>Amerochem</u>	<u>Water Guard</u>	<u>Delta Chemical</u>	<u>Sterling Water</u>	<u>General Chemical</u>	<u>Jones Chemical</u>	<u>Tanner</u>	<u>C &amp; S Chemical</u>	<u>DPC Enterprises</u>	<u>LCI Ltd.</u>	<u>Brentag</u>
1	Potassium Permanganate				2.23/lb.	2.73/lb.						no quotes	no quotes	no quotes	no quotes
2	Sodium Chloride	112.89/ton	105.45/ton												
3	Liquid Chlorine-Ton Cylinders									750.00/ton					
4	Hydrofousilicic Acid				.32/lb.										
5	Sulfur Dioxide				.88/lb.	.86/lb.				.867/lb.					
6	Anhydrous Ammonia				.77/lb.						.77/lb.				
7	Liquid Aluminum Sulfate			434.50/ton	385.00/ton		447.83/ton		529.00/ton						
8	Sodium Hexametaphosphate					1.39/lb.		1.58/lb.							
9	Sodium Bisulfite				2.13/gal	2.41/gal				5.35/gal.					
10	Sodium Hypochlorite				1.00/gal.	.96/gal				2.87/gal.					

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

Signed: Mike Whaley



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** Allen Lewis, Public Works Director  
**Date:** 06-02-11  
**Subject:** Adopt Ordinance Amendment for Chapter 38, Water, to add Sections 38-130 – 38-141 - Water Shortage Response Plan.  
**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

### RECOMMENDATION:

I move Council adopt an ordinance to amend Chapter 38 by adding Sections 38-130 – 38-141 - Water Shortage Response Plan per Article 38 of Chapter 143 of the North Carolina General Statutes.

### BACKGROUND AND FINDINGS:

On November 8, 2010, Council adopted the attached ordinance in reference to a water shortage response plan although it was numbered differently. On May 2, 2011, Council adopted a revised version of Chapter 38, which did not include the water shortage response plan. This was oversight on staff's part due to the amount of time it took us to get the State's approval on the sewer use ordinance (SUO). Prior to last month's adoption of Chapter 38 and Chapter 39, which included the SUO, both water and wastewater were covered in one chapter (38). When we started trying to meet the State's requirements for the SUO, the water shortage plan was not part of the existing ordinance, thus we inadvertently left it out when we adopted Chapters 38 and 39 last month.

### PREVIOUS LEGISLATIVE ACTION

N/A

### FISCAL IMPACT

Currently Budgeted (Account )  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Attached ordinance amendment for Water Shortage Response Plan.

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: June 13, 2011 (if applicable)  
**City Manager Review:** ALC Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 6-8-11 Date

**AN ORDINANCE TO AMEND CHAPTER 38, WATER, BY ADDING ARTICLE III, WATER SHORTAGE RESPONSE PLAN**

**WHEREAS**, Article 38 of Chapter 143 of the North Carolina General Statutes requires, among other things, each unit of local government that provides public water service to prepare a local water supply plan and submit it to the Department of Environment and Natural Resources, which plan must include water conservation measures to respond to drought or other water shortage conditions.

**NOW THEREFORE, BE IT ORDAINED** by the City Council for the City of Washington, North Carolina that Chapter 38, Water and Wastewater, be amended as follows.

**SECTION 1.** That Chapter 38, Water, Article II, General Water Use Requirements, be amended by adding the following.

**Sec. 38-82 – 38-129.** Reserved.

**SECTION 2.** That Chapter 38, Water, be amended by adding the following Article III, Water Shortage Response Plan.

**ARTICLE III. Water Shortage Response Plan (“Plan”).**

**Sec. 38-130. Purpose and Policy.**

The purpose of this Article is to establish procedures for reducing potable water use during times of water shortage whenever existing water supply sources are inadequate to meet the then current demands for potable water.

A water shortage condition will exist whenever it is predicted that the water level in the Castle Hayne Aquifer will decline to the extent that continued availability of water for human consumption, sanitation, health, fire protection, and commercial usage is at risk after considering aquifer levels, demands, long-term precipitation forecasts, and availability of water from other sources. In the event a water shortage condition exists, it shall become necessary to declare a water shortage and implement the conservation requirements under the standards set forth herein.

**Sec. 38-131. Definitions.**

The following words, terms, and phrases, when used in this Article, shall have the meaning subscribed to them in this section except where the context clearly indicates a different meaning:

*Customer’s average usage* means water usage, measured in gallons, during the corresponding billing period of the most recent twelve month period ending June 30<sup>th</sup> in which no water use restriction pursuant to this Plan was in effect.

**Sec. 38-132. Authorization.**

Whenever the trigger conditions outlined in Sec. 38-134 are met, the City Manager shall declare a water shortage condition and implement the water shortage response provisions contained herein.

### **Sec. 38-133. Notification.**

Upon declaration of a water shortage condition by the City Manager, City employees shall be informed of the declaration and the response measures that are required via a Citywide departmental meeting and e-mail notification. The residential, commercial, institutional, and industrial water customers shall be notified of the declaration and the response measures that are required by the following means of communication:

- (a) Connect CTY mass notification service;
- (b) City's website <http://www.washingtonnc.gov>;
- (c) City's cable channel 9;
- (d) Local newspaper(s);
- (e) Local television stations - WITN, WNCT and WCTI; and
- (f) Local radio stations.

### **Section 38-134. Levels of Response.**

There shall be four levels of water shortage responses. A description of each response level and the corresponding water reduction measures are listed below. A customer education and outreach program will be available to encourage water conservation and assist with obtaining maximum results at each stage.

#### **(a) *Stage I, Voluntary Reductions.***

In Stage I, Voluntary Reductions, all water customers will be asked to voluntarily reduce their normal water consumption by five (5) percent per day of the customer's average usage. Examples of such voluntary reductions and efficiency measures include the following:

- (1) Washing dishes by hand or fully loading dishwashers;
- (2) Identifying and repairing plumbing leaks;
- (3) Limiting the frequency of car washing;
- (4) Watering plants with leftover household water;
- (5) Watering plants deeply to encourage root growth;
- (6) Delaying the seeding or sodding of new lawns;
- (7) Washing clothes only with fully loaded washers;
- (8) Installing flow restriction devices on showers and toilets;
- (9) Prohibiting children from playing in lawn sprinklers; and
- (10) Putting industrial/commercial voluntary conservation programs into effect which:
  - a. Restrict water use for dust control,
  - b. Limit the washing of commercial vehicles,
  - c. Reduce usage of automatic exterior sprinklers, and
  - d. Limit the wash down of exterior impervious services.

With the exception of Beaufort County Hospital, private medical offices as well as public health clinics, and customers who purchase water at a wholesale rate, all non-residential customers who consume 1,000 cubic feet (7,480 gallons) of water

or more per day shall submit plans to the City Manager demonstrating the ability to reduce water consumption by ten (10) percent per day of the customer's average usage (Stage II, Mandatory Reductions I), which ten (10) percent shall be cumulative and may include any measures to achieve the five (5) percent voluntary reduction, and thirty (30) percent per day of the customer's average usage (Stage III, Mandatory Reductions II), which thirty (30) percent shall be cumulative and may include any measures to achieve the ten (10) percent reduction.

Determining the customers who consume 1,000 cubic feet (7,480 gallons) or more of water per day shall be based on the customer's average usage. If no meter readings are recorded or otherwise available for a customer's billing period, the City Manager will establish an average based on other users similar to the customer with no recorded readings.

(b) *Stage II, Mandatory Reductions I.*

In Stage II, Mandatory Reductions I, all residential water customers shall reduce their normal water consumption by five (5) percent per day of the customer's average usage, which five (5) percent shall be cumulative and may include any measures to achieve the five (5) percent voluntary reduction. With the exception of Beaufort County Hospital, private medical offices as well as public health clinics, and customers who purchase water at a wholesale rate, all non-residential customers who consume 1,000 cubic feet (7,480 gallons) of water or more per day shall implement the plan submitted in Stage I, Voluntary Reductions, for a ten (10) percent per day reduction and achieve a ten (10) percent per day reduction (cumulative) of the customer's average usage.

When Stage II, Mandatory Reductions I, is in effect and unless specifically allowed, it shall be a violation of this Article for any water customer to use water supplied by the City from the public water system for any of the following purposes.

- (1) Watering lawns, grasses, shrubbery, trees, flowers, and vegetable gardens except under the following circumstances.
  - a. Such watering is done on either a Wednesday and Saturday or Thursday and Sunday schedule as determined by geographic location within the City between the hours of 6:00 p.m. and 9:00 p.m. and such watering is done either by a handheld hose or container, a drip irrigation system, or automated sprinkler devices.
  - b. Persons regularly engaged in the sale of plants shall be permitted to use water to maintain such plants.
  - c. The City Manager shall have the authority to equitably adjust the foregoing restrictions by establishing zones or districts in which watering can be done on specified days and, further, depending on the water level in the aquifer, may authorize the operation of irrigation systems and other water uses restricted or prohibited by this Article, on specified days in specified zones or districts as he

determines is consistent with water conservation and the then current level of the aquifer.

- (2) Filling of newly constructed or drained pools, wading pools, ornamental fountains, ponds, or other structures designed to hold more than 100 gallons of water.
- (3) Washing outside areas such as streets, sidewalks, patios, service station aprons, parking lots, exteriors of office buildings, homes, or apartments, or using water for similar purposes; provided, however, that firms having a license from the City to conduct a pressure cleaning business in the City may wash residential, commercial, and office structures and other ancillary facilities as necessary to maintain public health and sanitation standards.
- (4) Using water for dust control or compaction.
- (5) Washing automobiles, trucks, trailers, vans, boats, airplanes, or any other type of mobile equipment; provided, however, persons regularly engaged in the business of washing motor vehicles or operating commercial car wash facilities shall be permitted to use water for such purposes and provided further, a business regularly engaged in the sale and/or leasing of vehicles may wash vehicles at the site of the business when they are received prior to placement on display for sale or lease, and when they are sold or leased to a new owner or lessor.
- (6) Using water from public or private fire hydrants for any purpose except fire suppression or other public emergency or other public works department needs.
- (7) Serving water in restaurants, cafeterias, or other eating establishments except upon request of patrons.

(c) *Stage III, Mandatory Reductions II.*

In Stage III, Mandatory Reductions II, all residential water customers shall reduce their normal water consumption by ten (10) percent per day of the customer's average usage, which ten (10) percent shall be cumulative and may include any measures to achieve the previous five (5) percent mandatory reduction. With the exception of Beaufort County Hospital, private medical offices as well as public health clinics, and customers who purchase water at a wholesale rate, all non-residential customers who consume 1,000 cubic feet (7,480 gallons) of water or more per day shall implement the plan submitted in Stage I, Voluntary Reductions, for a thirty (30) percent per day reduction and achieve a thirty (30) percent per day reduction (cumulative) of the customer's average usage.

When Stage III, Mandatory Reductions II, is in effect and unless specifically allowed, it shall be a violation of this Article for any water customer to use water supplied by the City from the public water system for the following purposes.

- (1) Using water in any of the ways restricted by the Stage II, Mandatory Reductions I, except as hereinafter provided or modified.
- (2) Watering lawns, grasses, shrubbery, trees, flowers, and vegetable gardens except under the following circumstances.

- a. Such watering is done either on a Saturday or Sunday, as determined by geographic location within the City, between the hours of 6:00 p.m. and 9:00 p.m. and such watering is done only by handheld hose or container, or a drip irrigation system.
  - b. Persons regularly engaged in the sale of plants shall be permitted to use water to maintain such plants.
  - c. The City Manager shall have the authority to equitably adjust the foregoing restrictions by establishing zones or districts in which watering can be done on specified days and, further, depending on the water level in the aquifer, may authorize the operation of irrigation systems and other water uses restricted or prohibited by this Article, on specified days in specified zones or districts as he determines is consistent with water conservation and the then current level of the aquifer.
- (3) Filling or refilling any swimming or wading pools, ornamental fountains, ponds, or other structures designed to hold more than 100 gallons of water.
  - (4) Commercial car wash facilities shall be permitted to use water for washing motor vehicles provided they can certify to the City Manager that their car wash facility recycles a minimum of fifty (50) percent of the water.

All thirty (30) percent per day water consumption reduction plans required by this Article must be approved by the City Manager, in his sole discretion, and shall be subject to revision in the discretion of and at the direction of the City Manager. If the managed reduction in water usage cannot be obtained without threatening health or safety, or if there has been a significant change in the customer's circumstances, the customer may apply to the City Manager for a variance of that customer's plan and/or the water use reduction and restriction requirements of this Article. Customers may appeal the administrative decisions of the City Manager as described herein to the City Council.

(d) *Stage IV, Emergency and/or Water Rationing.*

In Stage IV, Emergency and/or Water Rationing, water consumption is restricted solely to providing drinking water to protect public health, such as in residences, residential health care facilities and correctional facilities. All water customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use. Pickup locations for distributing potable water will be announced via the means of communication listed in the notifications section contained hereinabove.

**Sec. 38-135. Triggers or Conditions for Each Level.**

Stage I, Voluntary Reductions, will be declared and implemented by the City Manager when drought condition thresholds are reached in the City's service area or regionally.

Stage II, Mandatory Reductions I, will be declared and implemented by the City Manager at any time the static water levels drop in any three (3) of the City's eight (8) monitoring wells to a level that is within twenty (20) feet of the corresponding production well's intake, or current trends indicate levels will reach said level within the next thirty (30) days. Stage II, Mandatory, Reductions I, may also be declared and implemented by the City Manager at any time the City's water treatment facilities treatment capability is reduced by twenty-five (25) percent of its maximum rated capacity.

Stage III, Mandatory Reductions II, will be declared and implemented by the City Manager at any time the static water levels drop in any four (4) of the City's eight (8) monitoring wells to a level that is within fifteen (15) feet of the corresponding production well's intake, or current trends indicate levels will reach said level within the next thirty (30) days. Stage III, Mandatory Reductions II, may also be declared and implemented by the City Manager at any time the City's water treatment facilities treatment capability is reduced by forty-five (45) percent of its maximum rated capacity.

Stage IV, Emergency and/or Water Rationing, will be declared and implemented by the City Manager at any time the static water levels drop in any four (4) of the City's eight (8) monitoring wells to a level that is within ten (10) feet of the corresponding production well's intake, or current trends indicate levels will reach said level within the next thirty (30) days. Stage IV, Emergency and/or Water Rationing, may also be declared and implemented by the City Manager at any time the City's water treatment facilities treatment capability is reduced by fifty-five (55) percent of its maximum rated capacity.

#### **Sec. 38-136. Drought Surcharge Rates.**

Drought surcharge rates may be implemented in Stages II, III and IV, and shall be determined and set by the City Council at or after the outset of each respective stage. The percentage increase in rates for residential and non-residential customers, respectively, that results from the imposition of drought surcharge rates at each respective stage shall not exceed the percentage decrease in average usage that is required for residential and non-residential customers, respectively, at each respective stage.

#### **Sec. 38-137. Enforcement of Each Level.**

The requirements of this Article will be enforced by the City's Public Works Department representatives, Code Enforcement Officers, and/or Police personnel. Any person who violates this Article shall be subject to a civil citation and shall be liable to the City for the civil penalties listed below, plus actual damages incurred by the City, per violation, per day so long as the violation continues. In addition to the civil penalties and damages specified in this section, the City may recover attorney's fees, court costs and other expenses of enforcement litigation. North Carolina General Statute § 14-4 shall be inapplicable to this Article and violations of this Article shall not be considered a breach of the penal laws of the State of North Carolina.

- (a) *Residential Users:*
  - (1) First Violation – Warning notice.
  - (2) Second Violation – One hundred dollar (\$100.00) civil penalty.
  - (3) Third Violation – Two hundred fifty dollar (\$250.00) civil penalty.
  - (4) Fourth Violation – Termination of service until such time as the violator establishes to the reasonable satisfaction of the City Manager that such customer has taken appropriate steps to prevent any further violations.
  - (5) Fifth Violation – Termination of service until the City Manager declares an end of the water shortage.
- (b) *Non-Residential Users:*
  - (1) First Violation – Warning notice.
  - (2) Second Violation – Two hundred fifty dollar (\$250.00) civil penalty.
  - (3) Third Violation – Five hundred dollar (\$500.00) civil penalty.
  - (4) Fourth Violation – Termination of service until such time as the violator establishes to the reasonable satisfaction of the City Manager that such customer has taken appropriate steps to prevent any further violations.
  - (5) Fifth Violation – Termination of service until the City Manager declares an end of the water shortage.
- (c) *Non-Residential High Volume Water Users – 1,000 cubic feet (7,480 gallons) or more per day:*
  - (1) First Violation – Warning notice.
  - (2) Second Violation – One thousand dollar (\$1,000.00) civil penalty.
  - (3) Third and Subsequent Violations – Five thousand dollar (\$5,000.00) civil penalty.

**Sec. 38-138. Variance Protocols.**

Applications for the variances provided for in this Article are available from the Public Works Director's Office. All variance applications must be submitted to the Public Works Department for review by the City Manager or his/her designee. The variance approval or denial will be given within two (2) weeks of the Public Works Director's Office's receipt of a properly completed application and will be determined by consideration of, among other things, the current water supply and demand. Variances are revocable in the discretion of the City Manager.

**Sec. 38-139. Abatement.**

As water shortage conditions abate, water conservation and reduction measures employed during each stage will be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation will be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

**Sec. 38-140. Effectiveness.**

The effectiveness of this Article will be evaluated by the measured reductions in water usage for residential and non-residential customers according to each

percentage of reduction per stage and the time elapsed during each stage compared to the past history of each customer.

**Sec. 38-141. Revision.**

This Article will be reviewed and revised as needed to adjust to new water demands based on the City's need and at least every five (5) years. The City Manager and staff will evaluate the Plan after the induction and completion of the Plan. If recommendations for changes are made, the City Manager will notify the City Council and the public of the recommended changes and submit recommended changes to City Council for its consideration.

\* **State Law References** – Water conservation measures for drought, G.S. 143-355.2; Publicly and Privately Owned Water System Water Shortage Response Planning Requirements, 15A NCAC 02E .0607.

**SECTION 3.** All prior ordinances or parts thereof in conflict with this Ordinance are hereby repealed.

**SECTION 4.** Should any provision of this Ordinance be declared invalid or unconstitutional by any court of any competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof that is not specifically declared to be invalid or unconstitutional.

**SECTION 5.** This Ordinance shall become effective upon adoption.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

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



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Allen Lewis, Public Works Director  
**Date:** 05-27-11  
**Subject:** Amend Chapter 18, Section 18-128 – One-hour parking areas.  
**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

**RECOMMENDATION:**

I move Council adopt an ordinance to amend Chapter 18, Section 18-128 – One-hour parking areas to include the south side of Second Street from a point 125' east of Market Street westward for 100'.

**BACKGROUND AND FINDINGS:**

This amendment is at the request of Mr. Clyle F. Swanner, Jr. of Select Bank and Trust. As a reminder, his request was presented to Council at the May 2, 2011 Council meeting in a memorandum. The attached ordinance codifies this request.

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

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Ordinance to amend Chapter 18, Section 18-128, One-hour parking areas.

City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 City Manager Review: DTC Concur \_\_\_\_\_ June 13, 2011 Recommend Denial \_\_\_\_\_ No Recommendation 6-8-11 Date  
Page 74 of 336

**AN ORDINANCE TO AMEND CHAPTER 18,  
SECTION 18-128: ONE-HOUR PARKING AREAS,  
OF THE WASHINGTON CITY CODE**

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

Section 1. That Chapter 18 Section 18-128 – One-hour parking areas, be amended to add the following:

Sec. 18-128 (b) (5)

East Second Street (south side), from a point one hundred twenty five (125) east of Market Street for one hundred (100) feet.

Section 2. All ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall become effective June 14, 2011.

This the 13<sup>th</sup> day of June 2011.

\_\_\_\_\_  
Mayor

ATTEST:

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



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Michael Whaley, Purchasing Agent  
**Date:** 05-27-11  
**Subject:** Purchase of a Rear Loader Refuse Truck from Lilley International in the amount of \$112,679.42.

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

**RECOMMENDATION:**

I move that Council approve the purchase of a Rear Loader Refuse Truck from Lilley International in the amount of \$112,679.42 as well as the corresponding purchase order.

**BACKGROUND AND FINDINGS:**

Council approved \$140,000 in the 10/11 budget year for the purchase of a rear loader refuse truck to replace vehicle number #488. Bids were received on Monday, May 23, 2011. See attached bid tabulation sheet for an analysis of the bids received.

The old refuse truck will be sold through GovDeals.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

Currently Budgeted (38-90-4710-7401)  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Bid Tabulation Sheet

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** ptc Concur June 13, 2011 Recommend Denial \_\_\_\_\_ No Recommendation 6-8-11 Date

Page 76 of 336

BID TABULATION

Bid for: REAR LOADER REFUSE TRUCK  
 Opened: 10:00 AM, Monday  
 May 23, 2011

=====

<u>Item</u>	<u>VENDOR</u>	<u>Bid</u>	<u>Delivery</u>	<u>Brand</u>
1	Amick	\$126,174.38	165 days	International/Cobra Body
2	Cavalier	\$121,549.00	180 days	Freightliner/E-Z Pak Body
3	Lilley International	<b>\$112,679.42</b> \$118,344.42	180 days 180 days	International/Pak-Mor Body International/E-Z Pak Body
4	Whites International	\$116,465.00	180 days	International/Pak-Mor Body
5	Tripple - T	\$114,864.00 \$116,877.00 \$120,531.00 \$113,846.00 \$115,859.00 \$119,513.00	235/265 days 235/265 days 190/210 dats 120/160 days 120/160 days 75/110 days	Freightliner/Pak-Mor Body Freightliner/Phoenix Body Freightliner/E-Z Pak Body International/Pak-Mor Body International/Phoenix Body International/E-Z Pak Body

Recommendation: The recommendation is to purchase from Lillie.

Signed: \_\_\_\_\_



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** Philip Mobley, Director Parks and Recreation *PWM*  
**Date:** June 13, 2011  
**Subject:** Approve and Authorize Director to execute Waterfront Docking Agreement for East Carolina University  
**Applicant Presentation:** None  
**Staff Presentation:** Philip Mobley

**RECOMMENDATION:**

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

**BACKGROUND AND FINDINGS:**

Staff and the City Attorney have been working with East Carolina University to update the Waterfront Docking Agreement for the R/V Riggs.

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

**PREVIOUS LEGISLATIVE ACTION**

June 14, 2010 – Council approved Tom Stroud to sign the Authorized Agent Consent Agreement with CAMA  
October 10, 2010 – City Council authorized the Director of Parks and Recreation or his designee to execute the Waterfront Docking Agreement for East Carolina University

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Proposed Waterfront Docking Agreement for East Carolina University

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** *PTC* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation *6-8-11* Date

**NORTH CAROLINA  
BEAUFORT COUNTY**

**WATERFRONT DOCKING AGREEMENT**

THIS AGREEMENT, is made and entered into as of the 15<sup>th</sup> day of August, 2011, by and between the City of Washington, North Carolina (hereinafter may be referred to as "Waterfront Docks") and East Carolina University (hereinafter may be referred to as "Boat Owner"). For and in consideration of \$1.00, the mutual covenants contained herein as well as valuable consideration paid and to be paid, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Waterfront Docks and Boat Owner agree as follows.

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

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

Name of Boat: R/V Stanley R. Riggs      Make: Munson      Model: Research Vessel      Year: 2010

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

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

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

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

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

3. **RENTAL/TERMINATION/LATE CHARGES.** In recognition of the obvious and immeasurable benefits to the City of Washington, its citizens, and the public at large that will result from the location of a water-related research vessel on the City of Washington waterfront by an institution of higher learning, rental in the amount of \$260.00 per month shall be waived and East Carolina University shall be entitled to utilize the license granted herein beginning the 15<sup>th</sup> day of August, 2011 and ending on the 14<sup>th</sup> day of August, 2012. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days notice to the other party. Upon expiration or earlier termination of this Agreement, Boat Owner shall remove the Boat from the Slip within ten (10) days. Should Boat Owner fail to remove the Boat within the time allowed, Waterfront Docks shall have the right to relocate the Boat from the Slip, including but not limited to placing it at anchorage or storing it on land, and receive reimbursement and indemnification from Boat Owner for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (herein referred to as "Rules") \_\_\_\_\_.

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

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

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

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

5. **BAILMENT.** It is understood and agreed that this Agreement does not constitute a bailment. Except as otherwise provided herein,

Boat Owner retains and has exclusive care, custody, control, and access to the Boat and its contents at all times.

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

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

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

a. Notwithstanding the foregoing or anything contained in the attached Rules to the contrary, Waterfront Docks hereby authorizes Boat Owner to utilize said Slip to berth and operate the Boat as a water-related research vessel and perform such activities as are customary therewith. Waterfront Docks hereby authorizes Boat Owner to utilize the adjacent common areas or other waterfront docking facilities, in conjunction with said research vessel boat operation, for loading and unloading, but only after specific permission for all such utilization from Waterfront Docks. Boat Owner shall coordinate all boat operations with Waterfront Docks. Boat Owner is prohibited from engaging in, allowing, or authorizing any type of motor vehicle access beyond Water Street except as may be necessary for loading, unloading, fueling, repair and maintenance purposes and only after receiving prior permission from Waterfront Docks. In no event shall Boat Owner allow or authorize more than two (2) motor vehicles access beyond Water Street at the same time. In no event shall Boat Owner allow or authorize a motor vehicle to be left unattended beyond Water Street. Boat Owner shall perform all such operations and activities associated with its research operations in such a manner that such operations and activities do not interfere with, hinder, or in any way impair the public's use of the waterfront docks or the use of other slips by other boat owners. Boat Owner agrees to cooperate in all respects with all of the parties, including the public, who presently utilize or may in the future be utilizing the waterfront docks and agrees to coordinate its activities insofar as possible to achieve an orderly, safe, and harmonious joint usage thereof by all parties.

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

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

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

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

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

b. Commercial general liability insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1 million per occurrence and \$1 million aggregate.

- c. Protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$1 million.
- d. Collision and tower's liability insurance in a coverage amount of not less than \$1 million.
- e. Pollution insurance in a coverage amount of not less than \$1 million.
- f. At the option of Boat Owner, the above limits may be less than stipulated herein so long as Boat Owner obtains and maintains an excess policy providing the additional limits needed. This form of coverage must be approved by Waterfront Docks and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

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

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

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

14. **CHANGES TO COMMON AREA/SLIP ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to Boat Owner, to relocate and/or change any access ways, parking and similar areas, as may be necessary in Waterfront Docks' sole discretion for the efficient operation of the waterfront docks or for any other purpose. Waterfront Docks may permanently reassign the Boat to another slip or location only upon thirty (30) days written notice. In which case, said written notice shall serve as an amendment hereto, but only as to the slip or location to be licensed and shall not affect any other provision hereof unless such further revision is reduced to writing and signed by the parties hereto. Waterfront Docks reserves the right, without recourse to Boat Owner, to temporarily relocate the Boat to another location on the Waterfront, including another slip, in Waterfront Docks' sole discretion. Boat Owner shall relocate their boat as and when directed by Waterfront Docks if practical and reasonable. If Boat Owner's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Boat. The term "Slip" as used herein shall also apply to the slip or location to which the Boat is permanently reassigned or temporarily relocated as provided for hereinabove.

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

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

a. Boat Owner acknowledges that Waterfront Docks has granted Partnership for the Sounds, Inc. a non-exclusive easement (hereinafter referred to as "PFS Easement") over a portion of the parcel of land adjacent to said Slip (hereinafter referred to as "adjacent parcel"), which adjacent parcel extends from the boardwalk to Stewart Parkway and Water Street. The PFS Easement is more particularly described in that Deed of Easement recorded in Deed Book 1743, Page 322, of the Beaufort County Registry. Boat Owner shall take no action that would affect or disturb, in any way, the improvements on the PFS Easement or adjacent parcel. Boat Owner must obtain written permission from PFS and then, in turn, Waterfront Docks before making any use of or taking any action that would affect or disturb, in any way, the PFS Easement including any improvements thereon. Boat Owner must obtain written permission from Waterfront Docks before making any use of or taking any action that would affect or disturb, in any way, the remainder of said adjacent parcel.

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

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

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

- b. Boat Owner violates any rule or regulation of Waterfront Docks.
  - c. Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.
19. **NO WAIVER.** Waterfront Docks shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by Waterfront Docks. No failure or delay in the exercise of any right or remedy shall be construed as a waiver of such right or remedy, and no partial exercise of any right or remedy shall preclude the further exercise of such right or remedy.
20. **REMEDIES.** SHOULD BOAT OWNER FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, WATERFRONT DOCKS MAY INSTITUTE ANY ACTION, SUIT OR PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR TO COLLECT ANY AMOUNTS DUE HEREUNDER, AND WATERFRONT DOCKS SHALL BE ENTITLED TO REIMBURSEMENT FROM BOAT OWNER FOR ALL COSTS AND EXPENSES REASONABLY INCURRED IN ENFORCING ITS RIGHTS HEREUNDER, INCLUDING BUT NOT LIMITED TO, COLLECTION OF ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES.
21. **INDEMNIFICATION.** Boat Owner does for itself, its officials, agents, successors, representatives, assigns, customers, students, clients, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City of Washington, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, attorneys, insureds, successors, and assigns, and each of them, respectively, of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, attorneys' fees, and consequential, general, special, and punitive damages or liabilities, known or unknown, on account of, or in any way related to or growing out of this Agreement, including but not limited to Boat Owner's operation of the Boat, Boat Owner's operations as well as activities and/or Boat Owner's use of the Slip and waterfront docks. It is the intent and understanding of the parties that this indemnification shall include but not be limited to 1) any injury, including death, to any person; 2) any claim arising from any accident, fire, or casualty from any cause whatsoever, including negligence; and 3) any claim of Boat Owner's customers, students, clients, invitees, guests, and/or boarders of the Boat caused by, related to, or arising from Boat Owner's use of the Slip, Boat Owner's contemplated operations as well as activities or this Agreement.
22. **ADHERENCE TO REGULATIONS.** Boat Owner agrees to comply with all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or anytime hereafter may be applicable to the Slip, the waterfront docks, public waters, the Boat, any improvements made by Boat Owner pursuant to advance written consent of Waterfront Docks, and Boat Owner's operation of the Boat, including but not limited to the operations as well as activities contemplated hereby. Boat Owner shall indemnify and hold Waterfront Docks harmless for any and all damage of any kind arising from Boat Owner's failure to comply with the aforementioned Rules, including attorney's fees.
23. **PERSONAL PROPERTY TAXES.** Boat Owner shall pay or discharge prior to delinquency all taxes and other charges assessed against or levied upon its Boat, trade fixtures, equipment, furnishings, and its other personal property located at the Slip.
24. **REPORTING REQUIREMENTS.** Boat Owner shall keep or cause to be kept complete records of its operations and activities as a result of this Agreement and any additional records reasonably requested and, upon request, provide any such records or reports required by the City Council or City Manager.
25. **RELATIONSHIP OF PARTIES.** In carrying out the terms and conditions of this Agreement, Boat Owner is an independent contractor and is not an agent or employee of Waterfront Docks. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Waterfront Docks and Boat Owner.
26. **ILLEGAL PROVISIONS, GOVERNING LAW.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

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

BOAT OWNER

CITY OF WASHINGTON

By: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_ (SEAL)  
 Mark Keusenkothen Name: \_\_\_\_\_  
 East Carolina University Title: \_\_\_\_\_  
 Director of Diving and Water Safety

By: \_\_\_\_\_ (SEAL)  
 Teresa Ramaglino  
 East Carolina University  
 Purchasing Specialist

**Rules and Regulations For Washington Waterfront Docking**

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

Adopted by City Council – 3/9/2009

constitute a fire, safety, sinking or pollution hazard. Any vessel considered to be unsafe; a pollution hazard; threatening to the dock structure, other vessels, or to people; inappropriately sized or shaped; or whose watertight integrity is questionable will be required to vacate the Waterfront.

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

City Council Adopted - 3/9/2009

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



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Lynn Lewis, Washington Tourism Director  
**Date:** June 13, 2011  
**Subject:** Approve Civic Center Lease and Management Agreement  
**Applicant Presentation:**  
**Staff Presentation:**

**RECOMMENDATION:**

I move that the City Council approve the Civic Center Lease and Management Agreement and authorize the Mayor to execute the agreement.

**BACKGROUND AND FINDINGS:**

The Washington Tourism Development Authority Board of Directors voted at its May meeting to move forward with the execution of the Civic Center management contract.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

\$50,000 annually for 3 years  
additional monies may be requested during the annual budget process for maintenance projects

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

**SUPPORTING DOCUMENTS**

Final version of contract documents

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** 6-8-11 Date Concur PTC Recommend Denial \_\_\_\_\_ No Recommendation \_\_\_\_\_

**NORTH CAROLINA  
BEAUFORT COUNTY**

**THIS LEASE AND MANAGEMENT AGREEMENT** (“Lease”) is made and entered into as of the 1<sup>st</sup> day of July, 2011 by and between the **CITY OF WASHINGTON**, a body politic and corporate, existing under the laws of the State of North Carolina (“City”), and the **CITY OF WASHINGTON TOURISM DEVELOPMENT AUTHORITY**, a Public Authority under the Local Government Budget & Fiscal Control Act (“TDA”), (collectively may be referred to as the “Parties”).

**W I T N E S S E T H**

**WHEREAS**, the TDA was organized and established under the authority of North Carolina House Bill 592, Chapter 158, as ratified in the 1991 Session of the General Assembly of North Carolina, as later amended, and the City Charter and Code.

**WHEREAS**, the TDA operates subject to the provisions contained in the bill above referred to, as amended, the City Charter as well as City Code, and pursuant to by-laws adopted by the TDA for the operation of the TDA and the transaction of its business.

**WHEREAS**, the TDA’s purpose is to promote travel and tourism – to advertise or market an area or activity, publish and distribute pamphlets and other materials, conduct market research, and engage in similar promotional activities that attract tourists or business travelers to the area.

**WHEREAS**, the TDA has the authority to spend money that, in the judgment of the TDA, is designed to increase the use of lodging facilities, meeting facilities, or convention facilities in the City or to attract tourists or business travelers to the City.

**WHEREAS**, the TDA is authorized to contract with appropriate organizations or agencies to assist it in carrying out the above purposes.

**WHEREAS**, for the last five (5) years the Parties have been party to a Lease and Management Agreement that expires on June 30, 2011.

**WHEREAS**, the Parties have agreed to enter into this Lease whereby the City will continue to lease to the TDA the Washington Civic Center (“Civic Center”) as described in Exhibit A attached hereto in accordance with the terms and provisions of this Lease and the TDA will continue to manage the Civic Center.

**NOW THEREFORE**, in consideration of the rents hereinafter agreed to be paid, the mutual covenants and agreements hereinafter recited and for the benefit of the public and the citizens of the City and Beaufort County generally, the receipt and legal sufficiency of which consideration is hereby acknowledged, the City does hereby lease and demise unto the TDA and the TDA does hereby lease and take as tenant from the City those certain premises (hereinafter called the “Premises”) within the City and more particularly

described in Exhibit A attached hereto. Except as specifically provided for herein, the City reserves unto itself and the public generally the right to use the parking areas and driveways adjoining the Civic Center building as a means of ingress, egress and access to the adjoining property of the City on which the Peterson Building is located. Notwithstanding the foregoing, the TDA shall have the right to reserve the parking spots located to the North of the Peterson Building for specific periods of time as may be necessary in conjunction with specific Civic Center events after appropriate consultation and notice to any parties potentially affected thereby, including the City.

The TDA has carefully inspected the Premises and acknowledges that the same is in satisfactory condition for its use. Except as may be specifically provided for hereinafter and for those certain improvements that may be specifically addressed hereinafter, the City shall have no obligation to make any improvements to the Premises whatsoever and the TDA agrees to accept the same in its present condition, "as is."

**TO HAVE AND TO HOLD** said Premises unto the TDA upon the following terms and conditions.

1. **TERM.** The term of this Lease shall be for a period of three (3) years and will begin as of the 1<sup>st</sup> day of July, 2011 and shall end at 12:00 o'clock midnight on the 30<sup>th</sup> day of June, 2014, subject to the provisions herein.
  - a. **EXTENSION.** The TDA shall give notice at least six (6) months prior to the expiration hereof if it desires to continue this Lease. If the TDA gives the City notice of its desire to extend this Lease, the Parties shall renegotiate the same in good faith.
2. **RENT.** As consideration for the leasehold interest granted herein for this term, the TDA agrees to be responsible for all management and operations of the Civic Center, including supervision of all Civic Center staff as hereinafter defined.
3. **ALLOCATION BY THE CITY.** The City agrees to allocate \$50,000.00 per year to assist in the operation of the Civic Center and, to that end, agrees to pay the TDA the sum of \$4,166.67 per month on or before the 10<sup>th</sup> of each month beginning as of the 10<sup>th</sup> day of July, 2011. During the City's budget process, TDA may make specific requests to address maintenance items other than those described in Section 13. Within its recognized budget constraints, the City will use its best efforts to provide funding to address such maintenance items.
4. **TERMINATION.** The TDA has the absolute right to terminate this Lease by providing the City six (6) months written notice prior to the end of each fiscal year of this Lease (on or before December 31, 2011 and December 31, 2012).
5. **CIVIC CENTER STAFF.** The employment of the TDA Director and Civic Center staff, including the specifics of all relevant employment terms and relationships, shall be governed by an Interlocal Agreement entered into between

the Parties, which Interlocal Agreement is, or shall be, incorporated herein by reference as if fully set forth.

6. **ARTS COUNCIL AND PAMLICO-TAR RIVER FOUNDATION LEASES.**

The present leases between the City and the Beaufort County Arts Council as well as the Pamlico-Tar River Foundation shall remain direct leases between those entities and the TDA shall have no responsibility for the operation, maintenance, or liability associated with those premises so leased or any activities conducted thereon. The City may continue such leases as well as renew the same for so long as the City desires. However, in the event the leases between the City and the Beaufort County Arts Council or the Pamlico-Tar River Foundation, respectively, are terminated and not renewed, then, in that event, the TDA shall have the right of first refusal to include such space within the property leased hereunder.

7. **DEFAULT.**

- a. The occurrence of one or more of the following events (hereinafter called "Events of Default") shall constitute a default by the TDA:
  - i. Failure to perform any provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to the TDA and
  - ii. Dissolution of the TDA.
- b. The occurrence of one or more of the following events of default shall constitute a default by the City:
  - i. Failure to perform any provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to the City.

8. **REMEDIES UPON DEFAULT.**

- a. The City shall have the absolute right upon default by the TDA to enter the Premises without notice to vacate (any such right to which is hereby waived by the TDA) and re-let them, changing any and all locks on the Premises, all without being liable for forcible entry, trespass, or other tort.
- b. The TDA shall have the absolute right upon default by the City to vacate the Premises, return all keys to the City and have no further obligation to manage and operate the Civic Center.
- c. In the event either party shall exercise the above described remedies upon default, the TDA shall promptly deliver any and all of the TDA records, including bookings, necessary for the City to continue the management and operation of the Civic Center.

9. **WAIVER.** No course of dealing or any delay on the part of either party in exercising any rights it may have under this Lease shall operate as a waiver of any of its rights hereunder nor shall any waiver of any prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

10. **USE OF PREMISES.** The TDA shall use the Premises to further the purposes of the TDA as stated in its by-laws and for such purposes as may be associated with civic centers, comparable to similar communities and regional activities. The TDA shall be responsible for the entire management of said facility and shall have the right to establish reasonable regulations and policies, including any and all rates applicable to rent the same and for activities taking place within the same. The TDA shall be responsible for promoting said facility pursuant to an updated, written Three (3) Year Plan, which Three (3) Year Plan will be submitted to the City on or before June 12, 2011. Upon receipt of said Three (3) Year Plan by the City, it shall be attached hereto as Exhibit B and incorporated herein by reference.
11. **DISCRIMINATION.** The TDA, in its use, improvement, or operation of the Premises and facilities of the Civic Center, shall not, on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.
12. **OWNERSHIP OF CONTENTS.** On July 1, 2006, the City conveyed the contents then located in the Civic Center to the TDA and presented the TDA with a Bill of Sale for the same. The Parties acknowledge that ownership of the contents located in the Civic Center at the expiration of the initial term, earlier termination, or expiration of any subsequent term shall revert to and/or become the property of the City without compensation therefor and as further consideration for this Lease. In this regard, the TDA shall present a Bill of Sale for the same to the City at such time.
13. **MAINTENANCE.** The City shall be responsible during the term of this Lease for major structural maintenance of the Civic Center structure and building including decking, flooring, roofing, HVAC, plumbing and electrical systems. The TDA shall be responsible for all other maintenance whatsoever in connection with said facility. Notwithstanding the foregoing, in the event a maintenance or repair issue or need arises, the TDA may contact the City Manager's office at the City concerning said issue or need and, if the City is capable of assisting the TDA in addressing the issue or need with minimal cost or manpower, in its sole discretion, the City will provide such assistance to the extent such assistance does not produce a major disruption in the City's normal operations as well as responsibilities and so long as such assistance is practicable. Nothing herein shall be construed to limit the TDA's maintenance obligation(s) as described herein. The City shall maintain the landscaping and parking areas in connection with its routine maintenance of the Peterson Building.
14. **ASSIGNMENT AND SUBLETTING.** The TDA shall not assign this Lease or sublet the Premises without the prior written consent of the City.

15. **UTILITIES AND OTHER SERVICES.** The TDA was made responsible for and paid any and all charges (\$2,448.87) for utilities incurred on the Premises during the month before the inception of the initial Lease term (June of 2006). The TDA has since been reimbursed for said payment by the City through a credit. Therefore, the TDA shall be responsible for and pay any and all charges for utilities as may be incurred on the Premises during the term of this Lease. The TDA shall not use or permit in the Premises any electrical device which, in the opinion of the electrical provider, will overload the building's electrical circuits.
16. **ALTERATIONS.** Other than routine improvements, repair and maintenance necessary to address ordinary, daily wear and tear, the TDA shall make no alterations, additions or improvements to the Premises without the prior written consent of the City. All alterations, additions and improvements made by, for or at the direction of the TDA shall become the property of the City and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease without compensation therefor and as further consideration for this Lease. The TDA shall promptly pay and discharge any and all licenses, imposts, liens or other charges arising out of or in connection with the performance of any act required of or permitted the TDA hereunder and shall keep the Premises free and clear from any and all such liens or charges.

Upon receiving the prior written consent of the TDA, the City shall have the right, but not the obligation, to make alterations, additions, or improvements to the Premises and the same shall, when made, be the property of the City and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease.

17. **CITY'S RIGHT OF ENTRY.** The City Manager or his designee shall have the right to enter and to grant licenses to others to enter the Premises for such lengths of time as the City shall deem reasonable a) to inspect the Premises; b) to exhibit the Premises to prospective tenants or purchasers of the Premises; c) after reasonable notice to the TDA, to make alterations, additions, improvements and repairs to the Premises or to the building and to store necessary materials, tools and equipment for such alterations or repairs; d) after reasonable notice to the TDA, for any purpose which the City shall deem necessary for the operation and maintenance of the Premises, including building, and the general welfare and comfort of its tenants; e) after reasonable notice to the TDA, for the purpose of removing from the Premises any placards, signs, fixtures, alterations or additions not permitted by this Lease or applicable regulation; and f) after reasonable notice to the TDA, to abate any condition which constitutes a violation of any covenant or condition of this Lease.
18. **USAGE BY AND RATE FOR THE CITY.** The TDA agrees to allow any appropriate individual, group, or entity of the City to use the Premises as long as the same is not already reserved. Any such use by the City or its affiliates shall be

consistent with the policies and procedures established by the TDA. The TDA agrees, as part of its rate structure, to provide a special rate for use by any appropriate individual, group, or entity of the City, which special rate shall not exceed 33% of the then current, full rate charged to other users of the Premises.

19. **INDEMNIFICATION OF THE CITY.** The TDA agrees to indemnify and defend the City and to save harmless the City, and the tenants, licensees, invitees, agents, servants and employees of the City against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property occurring on the Premises or in the building occasioned in whole or in part by any act or omission on the part of the TDA or any employee, representative, agent, assignee or subtenant of the TDA, including any individuals who are actually City employees but who regularly perform functions for or duties assigned by the TDA such as the TDA Director and TDA staff or by reason of any unlawful use of the Premises or by reason of any breach, violation or non-performance of any covenant in this Lease on the part of the TDA to be observed or performed, and also by reason of any matter or thing growing out of the occupancy or use of the Premises by the TDA or any one holding under the TDA. The TDA agrees to pay the City promptly for all damage to the Premises or the building, which is not covered by insurance, and for all damage to tenants or occupants caused by the TDA's misuse or neglect of the Premises or the building or of its or their apparatus and appurtenances and the TDA agrees in any event to reimburse and compensate the City as additional rent within five (5) days of rendition of any statement to the TDA by the City for expenditures made by the City or for fines sustained or incurred by the City due to non-performance or non-compliance with or breach of or failure to observe any term, covenant or condition of this Lease upon the TDA's part to be kept, observed, performed or complied with.

The City shall not be liable to the TDA for any damage by or from any act or negligence of any co-tenant or other occupant of the building or by any owner or occupant of adjoining or contiguous property. Neither the City nor its agents shall be liable to the TDA or to any person, firm or corporation claiming through or under the TDA for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, glass, electricity, water, rain or snow or leaks from any part of the building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature, unless caused by or due to proven acts of negligence of the City. The City shall not be liable to the TDA or to any person, firm or corporation claiming through or under the TDA for any latent defect in the Premises or in the building.

20. **INDEMNIFICATION OF THE TDA.** The City agrees to indemnify and defend the TDA and to save harmless the TDA, including all tenants, licensees, invitees, agents, servants, and employees of the TDA against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of the City's

negligent failure to adequately perform major structural maintenance of the Civic Center structure and building, including decking, roofing, flooring, HVAC, plumbing, and electrical systems. The indemnification provisions of this Section 20 shall not apply to any condition unless and until the TDA provides the City written notice that major structural maintenance is required for the Civic Center structure and building, including decking, roofing, flooring, HVAC, plumbing, and electrical systems.

21. **INSURANCE AND INSURANCE RATES.** Throughout the term of this Lease, City shall carry fire and extended coverage insurance insuring its interest in the building and the Premises, such insurance to be written by insurance companies and in amounts satisfactory to the City. Throughout the term of this Lease, the TDA shall carry fire and extended coverage insurance insuring its interest, if any, in improvements to or in the Premises, its contents, and its interest in its furniture, equipment, supplies or other property. Throughout the term of this Lease, the TDA shall carry public liability insurance insuring against all liability of the TDA and its authorized representatives including any liability whatsoever caused by any accident or other occurrence causing bodily injury or property damage to any person or property and arising out of and in connection with the TDA's use or occupancy of the Premises, such insurance to be written by insurance companies and in amounts satisfactory to the City. The TDA hereby waives any claim, right of action, or subrogation which it may have against the City for any loss or damage covered by such insurance.

The TDA shall not do or cause to be done or permit on the Premises anything deemed extra hazardous and the TDA shall not use the Premises or the building in any manner which will cause an increase in the premium rate for any insurance in effect on the Premises, building, or part thereof. If, because of anything done, caused to be done, permitted or omitted by the TDA or its agents, servants or employees, the premium rate for any kind of insurance in effect on the Premises shall be raised, the TDA shall pay the City on demand the amount of any such increase in premium. If the City demands that the TDA remedy the condition which caused any such increase in an insurance premium rate, the TDA shall remedy such condition within five (5) days after receipt of such demand.

22. **FIRE OR OTHER CASUALTY.** In the event that before or during the term of this Lease, the Premises or the building shall be damaged by fire or other casualty which renders the building, the Premises or any part of the building or the Premises untenable, the City within twenty (20) days of such fire or casualty or of receipt of written notice from the TDA of such damage (whichever shall last occur) shall have the right to either 1) serve written notice upon the TDA of the City's intent to repair said damage or 2) if said damage renders so much of the Premises untenable [in excess of fifty percent (50%) of the value of the premises] that repair would not be feasible, or if said damage shall have been occasioned by the act or omission of the TDA, its servants, agents, members or employees, serve written notice upon the TDA that this Lease is terminated,

provided, however, that the City shall not so terminate this Lease unless such repairs cannot be made within a period of sixty (60) days or unless at the time such notice is given there remains less than one hundred eighty (180) days during the unexpired current term of this Lease. If the City shall elect to repair such damage, such repairs shall be commenced within fifteen (15) days of notice to the TDA of such election and such repairs shall be completed within one hundred eighty (180) days of notice to the TDA of such election.

The other provision of this Section 22 notwithstanding, the City shall have no obligation to replace or repair any property in the building or on the Premises belonging to the TDA or to anyone claiming through or under the TDA nor shall the City have any obligation hereunder to replace or repair any property on the Premises which the City shall have the right to require the TDA to remove from the Premises or any alteration, addition or improvement made to the Premises by, for or at the direction of the TDA.

23. **QUIET ENJOYMENT.** The City agrees that the TDA on paying the rent and performing all the terms and conditions of this Lease shall quietly have, hold and enjoy the Premises for the term aforesaid.
24. **NOTICES.** If to the TDA as follows:

Washington Tourism Development Authority  
P.O. Box 1765  
Washington, NC 27889

With copy to:

William P. Mayo, Jr.  
Mayo & Mayo  
102 W. 2<sup>nd</sup> St.  
Washington, NC 27889

As to the City:

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

With copy to:

Franz F. Holscher  
Rodman, Holscher, Francisco & Peck, P.A.  
P. O. Box 1747  
Washington, NC 27889

25. **INTEGRATION AND BINDING EFFECT.** The entire agreement, intent and understanding between the City and the TDA is contained in the provisions of this Lease and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequence unless reduced to writing herein. This Lease shall be governed by and construed pursuant to the laws of the State of North Carolina.
26. **COMPLIANCE BY THE TDA WITH GOVERNMENTAL REGULATIONS.** The TDA shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Premises or any part thereof, or any of the adjoining property, or any use or condition of the Premises or any part thereof. The TDA shall comply with any and all local, State, Federal or other rules and regulations as well as all applicable environmental rules and regulations. In the performance of any acts required of or permitted by the TDA under any provision of this Lease, the TDA shall obey and comply with all lawful requirements, rules, regulations, and ordinances of all legally constituted authorities, existing at any time during the continuance of such performance in any way affecting the Premises or the use of the Premises by the TDA, including but not limited to all wetland regulations, CAMA regulations, or other governmental setbacks. Such compliance shall include compliance by the TDA with requirements of the Occupational Safety and Health Act, and all amendments thereto, as the same applies to the TDA's use of the Premises.

*(Signatures On Following Page)*

IN WITNESS WHEREOF, the TDA has caused this Lease to be signed by its Chairperson and the City has caused this Lease to be signed by its Mayor 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**  
**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.

\_\_\_\_\_  
Jackie Woolard  
Treasurer

**ATTEST:**

**CITY OF WASHINGTON**

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

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

**WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_ (SEAL)  
Nan McLendon, Chairperson

**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 Chairperson of the 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.

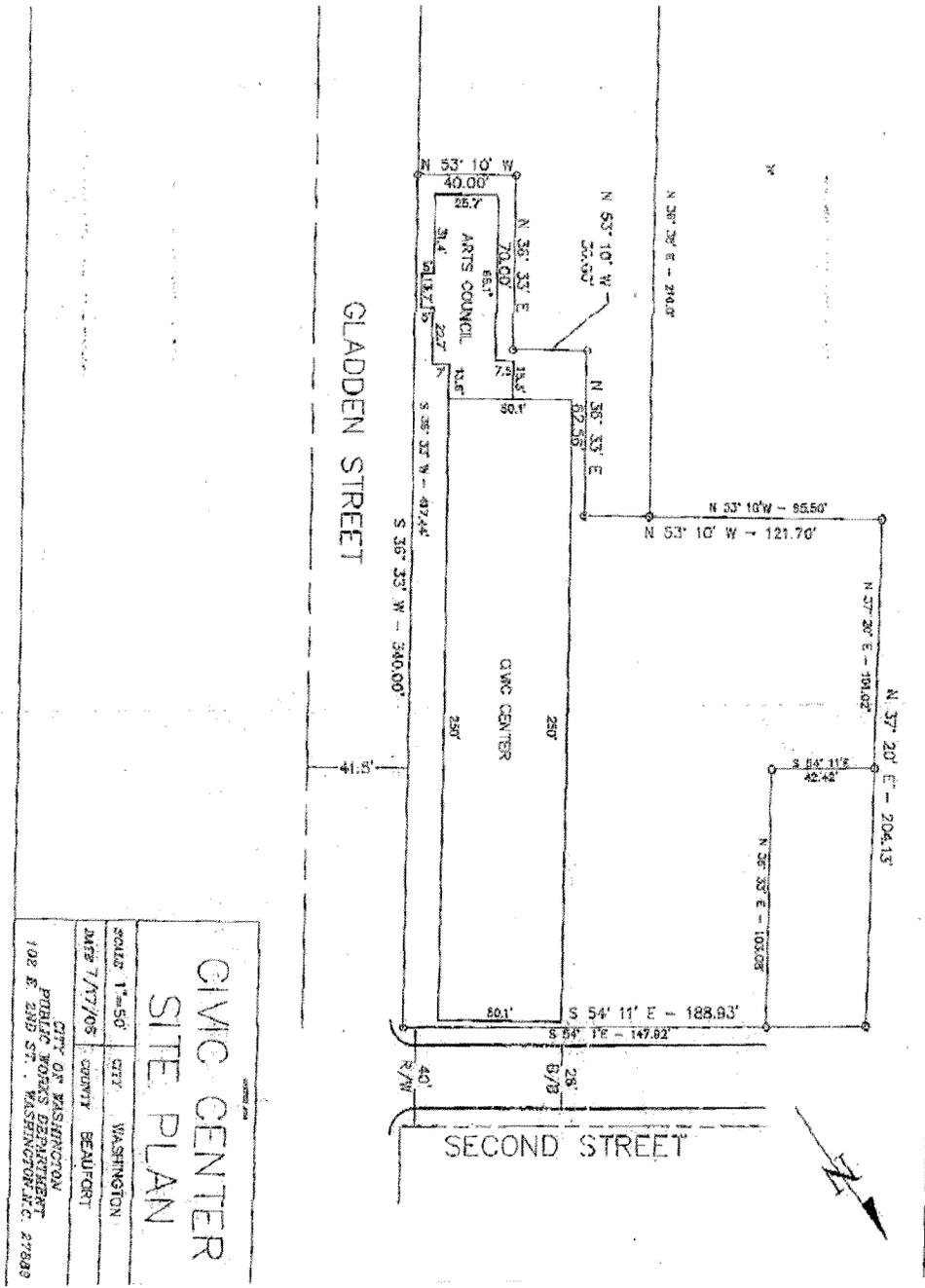
Witness my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**BEGINNING at the intersection of the right-of-way lines in the southwest quadrant of the intersection of Gladden Street and West Second Street; thence from said beginning point so located, along the west side of the right-of-way of Gladden Street, South 36° 33' West 340 feet; thence leaving the sideline of Gladden Street and running North 53° 10' West 40 feet; thence North 36° 33' East 70 feet; thence North 53° 10' West 30 feet; thence North 36° 33' East 62.56 feet; thence North 53° 10' West 121.70 feet; thence North 37° 20' East 204.13 feet to the sideline of Second Street; thence with Second Street South 54° 11' East 188.93 feet to the point of beginning as shown on the attached map prepared by the Public Works Department of the City of Washington.**

**SAVING AND EXCEPTING, HOWEVER, that portion of the above described property which houses the Beaufort County Arts Council and the Pamlico-Tar River Foundation. Said portion of the premises generally housing these two organizations would be in that portion shown on the attached map as "Arts Council".**



<b>CIVIC CENTER</b>	
<b>SITE PLAN</b>	
SCALE 1"=50'	CITY WASHINGTON
DATE 7/17/05	DRAWN BY BEAUFORT
CITY OF WASHINGTON PUBLIC WORKS DEPARTMENT 102 E. 2ND ST. WASHINGTON, D.C. 20003	

**Exhibit B**  
**Three (3) Year Plan**



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** Peter T. Connet, Interim City Manager  
**Date:** June 1, 2011  
**Subject:** Two (2) years renewal with Pirates Pub, Inc. for area 623 SF  
**Applicant Presentation:** N/A  
**Staff Presentation:** Peter T. Connet, Interim City Manager  
**RECOMMENDATION:**

I move that Council adopt a resolution to lease property off Water Street and adjoining the old "McQuay" Building to Pirates Pub, Inc. for a period of Two (2) years. Beginning August 10, 2011 and ending on August 9, 2013 for \$10/year.

**BACKGROUND AND FINDINGS:**

This is the first renewal of this Lease Agreement that was first entered into in August 2009 under the same basic terms and conditions.

Mr. Hunnings wishes to renew the lease for another two (2) years.

Staff recommends adoption of the attached resolution and extension of the Lease Agreement.

**PREVIOUS LEGISLATIVE ACTION:**

July/August 2009 approval of Lease

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** PTC Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 6-8-11 Date

## **PUBLIC NOTICE**

The public will take notice that the City Council of the City of Washington will, at its regular meeting to be held at 5:30 p.m. on the 13<sup>th</sup> day of June, 2011 consider a resolution authorizing the lease or rental of the real property of the City of Washington described below.

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

BEING all of that tract labeled "Patio and Grease Trap Ground Lease" as shown on that survey for Pirates Pub and Grill, LLC by Hood Richardson, P.A., to which reference is herein made for a more complete and adequate description.

The proposed annual rental or lease payment for the real property of the City of Washington described above initially will be Ten and no/100 Dollar (\$10.00) per year.

CYNTHIA BENNETT  
City Clerk

LEGAL AD  
Publish on:  
May 31, 2011

**RESOLUTION TO LEASE PROPERTY  
OFF WATER STREET AND ADJOINING THE OLD "McQUAY" BUILDING  
TO PIRATES PUB, INC.**

**WHEREAS**, the City of Washington ("City") owns property located at the intersection of Market and Water streets, including that certain property labeled "Patio & Grease Trap Ground Lease" as more specifically shown on Exhibit "A" attached hereto and incorporated herein by reference ("Premises"), which Premises the City finds it does not currently have a use for.

**WHEREAS**, the City Council therefore finds the Premises is currently surplus to the City's needs and will not be needed by the City for the term of the lease proposed hereby.

**WHEREAS**, Pirates Pub, Inc. ("Lessee") desires to lease said Premises from the City in order to utilize the same for an outdoor patio and grease trap in conjunction with a restaurant Lessee intends to operate on the property adjacent to the Premises.

**WHEREAS**, the City desires to lease said Premises to Lessee in an effort to boost the local economy, including but not limited to downtown business, and tourism.

**WHEREAS**, North Carolina General Statute §160A-272 authorizes the City to enter into leases of up to 10 years upon a resolution of the City Council adopted at a regular meeting after 10 days public notice.

**WHEREAS**, the required notice has been published and the City Council is convened in a regular meeting.

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

The City Council hereby approves the proposed lease of said Premises owned by the City to Lessee for an initial term of two (2) years as well as a possible extension for an additional two (2) years and authorizes the City Manager to further negotiate, if necessary, and execute said lease.

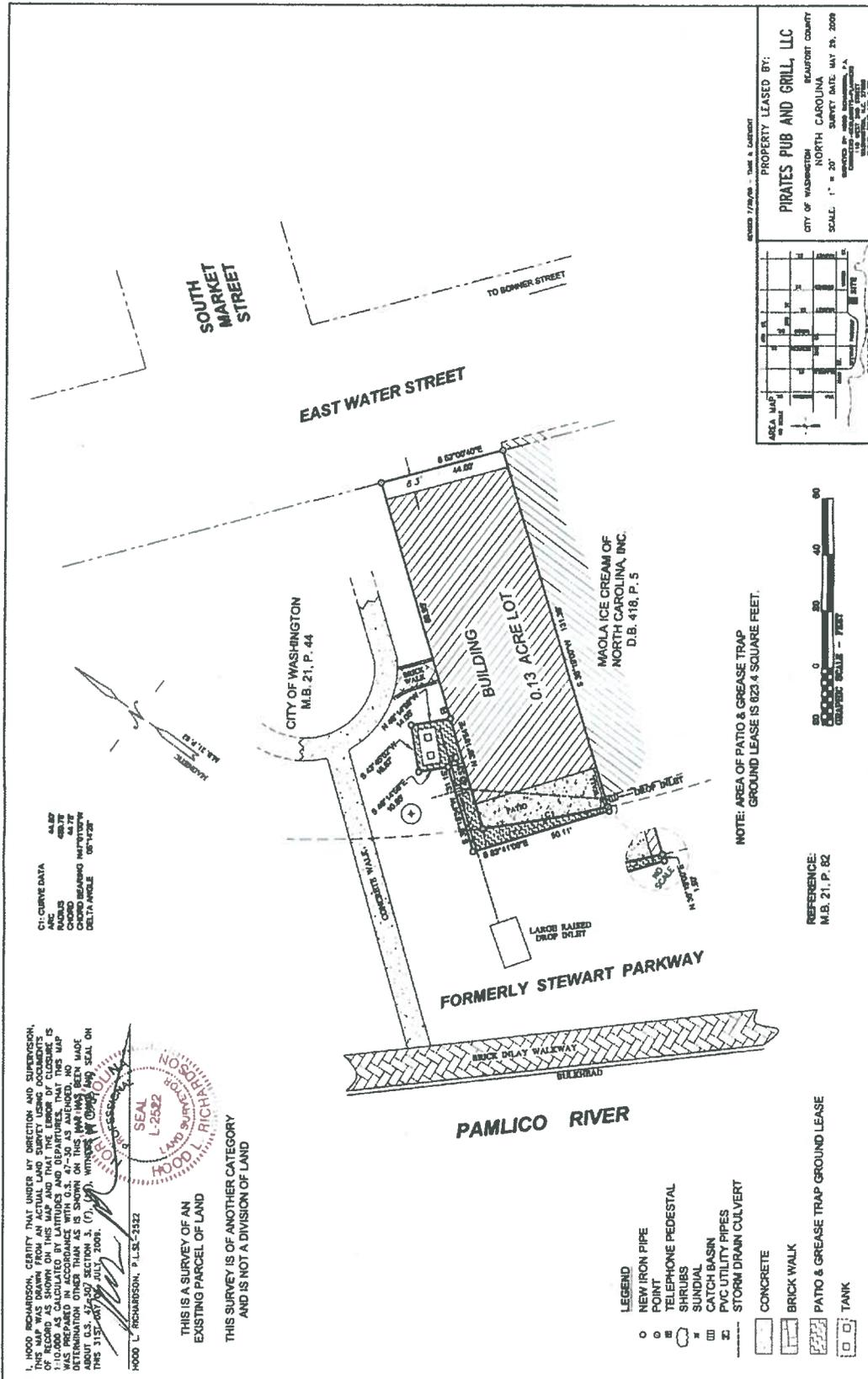
Adopted this 13<sup>th</sup> day of June, 2011.

ATTEST:

\_\_\_\_\_  
Cynthia S. Bennett  
City Clerk

\_\_\_\_\_  
N. Archie Jennings, III  
Mayor

EXHIBIT "A"



**STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into as of the 10th day of August, 2011, by and between the **CITY OF WASHINGTON**, a municipal corporation of the State of North Carolina (hereinafter referred to as "Lessor") and **PIRATES PUB, INC.**, a North Carolina Limited Liability Company having an address of No. 1 Harding Square, Washington, North Carolina (hereinafter referred to as "Lessee").

**WITNESSETH**

**WHEREAS**, Lessor owns that certain property labeled Patio & Grease Trap Ground Lease as more specifically shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Premises").

**WHEREAS**, Lessor has found said Premises to be surplus to its current needs.

**WHEREAS**, Lessee desires to lease said Premises from Lessor in order to utilize the same for an outdoor patio and grease trap in conjunction with a restaurant Lessee operates on the property adjacent to the Premises (hereinafter referred to as "Restaurant").

**WHEREAS**, Lessor desires to lease said Premises to Lessee in an effort to boost the local economy, including but not limited to downtown business and tourism.

**WHEREAS**, after proper, legal notice, the City Council passed a Resolution authorizing this Agreement.

**NOW, THEREFORE**, subject to the terms and conditions hereinafter set forth, Lessor does hereby lease and let unto Lessee and Lessee hereby takes and accepts, together with all privileges and appurtenances thereto, the Premises. In consideration of the mutual promises and covenants herein contained, the benefits to the Lessor and Lessee, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows.

1. **Premises.** The Premises are as defined hereinabove.
2. **Condition of Premises.** Lessee's taking possession of the Premises shall be conclusive evidence as against Lessee that Lessee has accepted said Premises as is and that Lessor is under no duty to repair anything, furnish any services for, or otherwise improve in any way the Premises.
3. **Term.** The term of this Agreement shall be for two (2) years and shall commence as of the 10th day of August, 2011, and shall expire on the 9<sup>th</sup> day of August, 2013. This Agreement

may be terminated prior to the expiration of the term upon mutual consent of the parties. In order to effectuate said early termination by mutual consent, either party must give the other party written notice of its desire to terminate this Agreement at least sixty (60) days prior to any such termination; in which case, this Agreement shall terminate on the date contained in said notice if the other party provides written consent to such termination within the applicable time period. Notwithstanding the above or anything herein to the contrary, Lessor, in its sole discretion and without incurring any expense therefor, may unilaterally terminate this Agreement at any time by giving Lessee at least ninety (90) days written notice of such termination. Lessee shall have and make no claim, for damages or otherwise, upon Lessor should Lessor elect to exercise its right to early, unilateral termination hereunder.

a. **Extension.** Should Lessee desire to extend this Agreement for an additional two (2) year period, then, in that event, Lessee shall notify Lessor ninety (90) days prior to the end of the initial period. The parties hereby agree that, upon such notice, the parties will enter good faith negotiations to extend this Agreement and the right of extension for an additional two (2) year period shall not be withheld unreasonably.

4. **Rental.** Rental shall be Ten Dollars (\$10.00) per year and shall be payable in advance on August 10<sup>th</sup> of each year.

a. **Security Deposit.** Lessee shall, upon execution of this Agreement and upon every anniversary of said execution including any such anniversary during any extension period, deposit with Lessor the sum of One Hundred Dollars (\$100.00) per year to secure the faithful performance of Lessee's promises and duties contained herein (hereinafter referred to as the "Security Deposit"). Lessor shall not be required to pay any interest to Lessee upon the Security Deposit. Upon any termination of the tenancy herein created, including any month to month tenancy created from a holdover, Lessor may deduct from the Security Deposit amounts sufficient to pay (i) any damages sustained by Lessor as a result of Lessee's non-payment of rent, non-fulfillment of the terms of this Agreement, or breach of any term or condition of this Agreement, including but not limited to failure to remove improvements and return the Premises to its original condition as more specifically provided for hereinafter; (ii) any damages to the Premises for which Lessee is responsible; (iii) any unpaid bills which become a lien against the Premises due to Lessee's occupancy; and (iv) any court costs incurred by Lessor in connection with terminating the tenancy. After having deducted the above amount(s), Lessor shall refund to Lessee the balance of the Security Deposit along with an itemized statement of any deductions therefrom.

5. **Assignment.** Lessee shall not assign its interest in this Agreement, sublease any portion of the Premises, or permit third parties to occupy or use any portion of the Premises without Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion. Notwithstanding the foregoing, Lessor hereby expressly authorizes Lessee to utilize the Premises as a Restaurant and expressly authorizes Lessee to provide such access to the Premises as is necessary to and for third parties to patronize the Restaurant.

6. **Use of Premises.** Lessee shall use the Premises during the term of this Agreement

for the purposes specified herein and none other. The Premises described herein may be used by Lessee only for purposes that are in furtherance of and consistent with Lessee's use as a Restaurant as contemplated hereby. Lessee shall not make any unlawful or offensive use of the Premises and agrees to keep the same in good maintenance and aesthetically pleasing appearance.

7. **Care and Maintenance.** Lessor shall not be responsible for any maintenance of the Premises and Lessee agrees, at Lessee's own expense as additional consideration for this Agreement, to maintain the Premises in an attractive manner, including but not limited to keeping the patio; grease trap; and any and all grass, bushes, shrubs, and trees in an aesthetically pleasing appearance and in compliance with any and all ordinances of the City of Washington, including but not limited to zoning and public nuisance ordinances. Lessee shall adequately secure the Premises when Lessee is not utilizing the same in order to prevent unsupervised access by the public. Lessee shall pay for the repair of any and all damages to the Premises caused by Lessee, its agents, employees, invitees, guests, customers, or their successors and assigns or any of them.

8. **Improvements and Alterations.** The parties recognize that Lessee has made and must make certain improvements and alterations to the Premises in order to use the Premises as hereinbefore provided. In addition to any other permitting or approval process that may be required, Lessee shall submit a written plan, including sketch, for all such improvements and alterations to and receive approval thereof from the City Manager. Lessee shall continually modify any existing improvements and alterations to the Premises as may be necessary to conform with such approval. It is expressly understood that such approval is subject to modification, in the discretion of the City Manager, and that, if such approval is modified, Lessee shall modify its improvements and alterations as may be necessary to comply with such modified approval. Any alteration or improvement that is made by Lessee without written consent from Lessor or that is inconsistent, in Lessor's sole discretion, with Lessor's written consent shall constitute default hereunder. All such improvements and alterations made with Lessor's consent shall be properly maintained by Lessee, in Lessor's sole discretion.

9. **Inspections and Access.** Lessee does hereby agree that Lessor shall be allowed to inspect the Premises at any time. Lessee shall provide Lessor with such reasonable access over and across the Premises as may be necessary to enable and assist Lessor in the use, care, maintenance and improvement of Lessor's adjacent properties.

10. **Insurance.** Lessee shall, at its expense, obtain and maintain for the duration of this Agreement the following insurance coverages:

- a. Statutory Workers' Compensation Insurance in amounts required by law and, unless exempted by applicable law, Employer's Liability Insurance at a minimum of \$100,000.00 for bodily injury by accident each employee and \$100,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 bodily injury by disease; and
- b. Commercial General Liability Insurance, including contractual liability, personal

and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

c. Liquor Liability Insurance at a minimum of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

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

11. **Personal Property Taxes.** Lessee shall pay or discharge prior to delinquency all taxes and other charges assessed against or levied upon its fixtures, equipment, furnishings, and its other personal property located on the Premises.

12. **Utilities.** The provision of utilities, including water, sewer, and electricity, if any, shall be covered under a separate agreement; however, Lessee shall be responsible for all applicable charges, including but not limited to “hook-up” and customary monthly charges for the same. Notwithstanding the foregoing, it is expressly understood by the parties that Lessee shall be responsible for installing, in the manner required by Lessor, and paying for any additional lighting that may be required.

13. **Release, Waiver of Claims and Indemnity.** Lessee shall occupy the Premises at Lessee’s own risk. Lessee for itself, its invitees, customers and guests and their respective joint venturers, partners, parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns and each of their respective officers, directors, employees, shareholders, agents, accountants, attorneys, insurance carriers, sureties, representatives, consultants and advisors, both past and present, hereby shall unconditionally waive, release, hold free and harmless, indemnify and defend Lessor and its present and former employees, officials, and elected officials in both their respective individual and official capacities, agents, personal representatives, attorneys, insurers, heirs, successors and assigns, and each of them, respectively, of, from, and for all and any manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, attorney’s fees, compensation and all consequential, compensatory, general, special and/or punitive damages or liabilities, known or unknown, which may result directly or indirectly from or be in any way related to, connected with or growing out of this Agreement, Lessee’s occupancy as well as use of said Premises, including use by invitees, customers, or guests of Lessee as well as patrons of the Restaurant, and Lessee’s operation of the Restaurant. This provision shall survive the termination of this Agreement and shall be in full force and effect beyond the term or termination of this Agreement, however terminated.

14. **Adherence to Regulations.** Lessee shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses,

authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to Lessee, Lessee's operation of the Restaurant, and Lessee's use of the Premises. Further, Lessee shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including but not limited to such rules and regulations regulating hazardous or similar substances or conditions, their storage or disposal. Lessee shall not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. Lessee further agrees to indemnify and hold the City harmless for any and all damage of any kind arising from Lessee's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Lessee.

15. **Reports.** If requested by the City Manager, Lessee shall provide a report of such matters involving the Premises or the Restaurant as may be required by the City Manager.

16. **Relationship of Parties.** In carrying out the terms and conditions of this Agreement, Lessee is an independent party from Lessor and is not an agent or employee of Lessor. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Lessor and Lessee.

17. **Waiver.** No waiver of any condition, covenant or restriction of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition, covenant or restriction of this Agreement.

18. **Surrender of Possession, Holding Over.** Upon the expiration or any other termination of this Agreement, Lessee shall quit and surrender the Premises to Lessor. Within ninety (90) days of any such expiration or any other termination of this Agreement, Lessee shall retain ownership of and shall remove any items of personal property and shall, upon notice from Lessor, remove any and all improvements and alterations described in such notice, including fixtures, made or placed on or about the Premises by Lessee and, consistent with such notice, return the Premises to its condition prior to any installation or placement of such item(s) or making of any such improvements or alterations thereon. Failure by Lessee to perform the obligations contained in this numbered paragraph 18 within said ninety (90) day period shall entitle Lessor to remove and dispose of said personal property, improvements, and alterations and recover all of its costs and expenses in doing so from Lessee, including but not limited to application of the security deposit provided for herein. If Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term of this Agreement, either with or without Lessor's acquiescence, Lessee shall be deemed a tenant at will, and such holding over by Lessee shall in no way constitute a renewal of this Agreement.

19. **Lessee's Default.** Any default by Lessee in the performance of any of the promises, duties, or obligations herein agreed to by Lessee or imposed upon Lessee by law shall, at Lessor's

option, constitute a material breach of this Agreement, giving Lessor, in addition to all other rights and remedies as provided herein and provided by law, the right without notice or demand at the option of the Lessor immediately to a) terminate this Agreement; b) reenter, without liability to anyone for trespass or otherwise, the Premises; and c) collect from Lessee any damages resulting from default, including the cost of repairing the Premises, returning the Premises to its original condition, and any reasonable attorney's fees incurred as a result of default. Upon any reentry pursuant to this paragraph, the Lessor may, without liability to anyone, remove any personal property located on or about the premises, whether belonging to Lessee or otherwise, and dispose of the personal property as Lessor deems proper or to store such property at Lessee's expense. Lessor is further authorized to sell or cause to be sold any such personal property so removed, the proceeds from which may be used to pay any storage charges against the property or to satisfy any delinquent rental or other obligation due Lessor by Lessee.

a. **Event of Default.** It is expressly understood by the parties that the following will constitute an event of default: should Lessee be unable to demonstrate, to Lessor's sole discretion and satisfaction, that Lessee has a legally enforceable interest in the adjacent property sufficient to authorize Lessee to operate its Restaurant on the adjacent property for a period of time equal to the term or properly extended term provided for herein.

20. **Illegal Provisions, Governing Law.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

21. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the Lessee's use and occupancy of said Premises and all prior and contemporaneous agreements are merged herein, and this instrument shall not be altered or modified except in writing signed by all parties hereto.

*(The Remainder Of This Page Intentionally Left Blank.)*

**IN WITNESS WHEREOF**, after due authority given, the parties hereto have executed this Agreement as of the date first above written.

**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

**LESSOR:**

**CITY OF WASHINGTON**

**ATTEST:**

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk  
City of Washington

By: \_\_\_\_\_  
Peter T. Connet, Interim City Manager  
City of Washington

**LESSEE:**

By: \_\_\_\_\_  
Jeff Hunnings, Member/Manager  
Pirates Pub, Inc.

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that **CYNTHIA S. BENNETT**, personally appeared before me this day and acknowledged that she is City Clerk of the **CITY OF WASHINGTON**, a North Carolina municipal corporation, and as the act of the corporation, the foregoing instrument was signed in its name by **PETER T. CONNET**, 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: \_\_\_\_\_

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

Before me, a Notary Public in and for the County and State aforesaid, this day personally appeared **JEFF HUNNINGS** and acknowledged that he is Member/Manager of **PIRATES PUB, INC.**, and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

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:** Peter T. Connet, Interim City Manager  
**Date:** June 1, 2011  
**Subject:** Removal of Pamlico Auto Sales Building (Banks Property)  
**Applicant Presentation:** N/A  
**Staff Presentation:** Peter T. Connet, Interim City Manager  
**RECOMMENDATION:**

I move that Council authorize the City Manager or his designee to proceed with the removal of the Pamlico Auto Sales Building located at 131 Bridge Street, Washington, North Carolina, at a cost not to exceed \$3,000.00. I also move that the City Manager and/or the City Attorney be authorized to submit the Phase I and Limited Phase II Environmental Site Assessment on this property to the proper office of DENR for their review and comment.

**BACKGROUND AND FINDINGS:**

The staff would like to proceed with the demolition of the old auto sales building noted above. The building would need extensive repairs to the roof and a new HVAC system to be usable for City purposes. The Public Works Director has received a written quote to remove the building for \$2,500.00. Staff recommends the demolition of the building at a project budget not to exceed \$3,000.00, which would allow for a \$500.00 contingency if needed. Allen Lewis has received a report for this property stating that there were no suspect materials found to contain asbestos and Allen Pittman has reviewed it and said that it is sufficient for him to issue a demolition permit.

Funds to pay for this demolition will come from the Planning Department's budget for demolition of properties within the City.

A copy of the Executive Summary and Conclusions and Recommendations from the GMA, Inc.- Environmental Report dated April 29, 2011 is attached for your information.

**PREVIOUS LEGISLATIVE ACTION:**

Approval of purchase of the property and related cost for environmental survey and closing costs.

**FISCAL IMPACT**

Currently Budgeted (Account Planning Dept)  Requires additional appropriation  No Fiscal Impact

June 7, 2011 Historic Preservation Committee approved the removal of the building.

**SUPPORTING DOCUMENTS**

Executive Summary -Phase I and Limited Phase II Environmental Site Assessment Report

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** PK Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 6-8-11 Date

**PHASE I AND LIMITED PHASE II  
ENVIRONMENTAL  
SITE ASSESSMENT**

**FORMER BANKS PROPERTY  
131 BRIDGE STREET  
WASHINGTON, BEAUFORT COUNTY**

**GMA PROJECT # 18324**

**Prepared For**

**City of Washington  
Pete Connet, Interim City Manager  
Post Office Box 1988  
Washington, North Carolina 27889**

**Prepared By**

**Groundwater Management Associates, Inc.  
4300 Sapphire Court, Suite 100  
Greenville, North Carolina 27834  
(252) 758-3310**

**GMA is a professional corporation licensed to  
practice geology (#C-121) and engineering  
(#C-0854) in North Carolina.**

**April 29, 2011**

## 1.0 EXECUTIVE SUMMARY

Groundwater Management Associates, Inc. (GMA) performed a Phase I and Limited Phase II Environmental Site Assessment (ESA) on behalf of the City of Washington to identify recognized environmental conditions (RECs) at the Former Banks Property, (Beaufort County Parcel Identification Number (PIN) 01008516), located at 131 Bridge Street, Washington, Beaufort County, North Carolina. An REC is a condition that indicates "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water on the property." The Phase I ESA was conducted following the process prescribed in the American Society for Testing and Materials (ASTM) "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM Standard Practice E 1527-05, 2005). Exceptions to, or deletions from, ASTM Standard Practice E 1527-05 are described in Section 2.0 of this report. Ascertaining possible violations of federal, state, and/or local environmental laws, and an evaluation of health and safety considerations, are outside the scope of ASTM Standard Practice E 1527-05.

The Former Banks property (also referred to as the "site," or "subject site") is comprised of an approximate 0.18-acre parcel located in Washington in Beaufort County. The subject site contains one main building that was constructed in approximately 1953. Mr. Floyd Banks, the previous property owner, purchased the property in 1995. Mr. Banks operated the facility as Pamlico Auto Center. Currently, the building is vacant. On March 23, 2011, the City of Washington purchased the subject site.

The property was originally developed as a residential property (mid-to-late 1800s) until it was sold and then converted to a fuel filling station 1953. It appears that the site operated as a fuel filling station from 1953 until approximately 1990. **Recognized Environmental Conditions (RECs) were identified at the site specifically:**

### **Petroleum contamination related to the storage of fuels in Underground Storage Tanks (USTs) and related system that operated from 1953 until approximately 1990.**

The subject site is listed in the Underground Storage Tank (UST) Facility database under facility identification number 0-022795. The site reportedly had at least one 8000-gallon gasoline UST that was installed in 1964 and removed in 1990. According to historical aerial photographs, Sanborn Fire insurance maps, and an interview with a local, hobbyist historian, the property was residential from the mid-1800s until it was developed as a commercial property in 1952. Documented land use at and near the subject site appears to be a mix of residential and commercial properties. Bridge Street (US Highway 17 Business) and West Second Street bounds the site to the west and north, respectively. Undeveloped land is located directly to the north across Second Street, the Brown Library and A&B Tax Service are located to the east, a parking lot for the library is located to the south, and multiple retail businesses are located across Bridge Street to the West, including the Dairy Palace and Tattoo Rich. Turner Pest Control is located across the intersection to the northwest.

All properties identified in the Orphan Summary of the Environmental Data Resources, Inc. (EDR) database search report were investigated by GMA and were determined to be either outside of the one-mile search radius or are not an immediate concern to the subject parcel.

GMA recommended and completed soil and groundwater testing based on the history of the property operating as a fuel service station. Two temporary groundwater monitoring wells (TW1 and TW2) were installed and abandoned on August 27, 2010. One soil sample (TW1 and TW2) was collected from each monitoring well boring above the water table for laboratory analysis. GMA collected two separate groundwater samples from the temporary monitoring well on August 27, 2010. Laboratory analyses of soil samples do not indicate that fueling activities have impacted the property in the vicinity of the soil samples. However, the groundwater sample collected from TW2 indicated a release of petroleum related contaminants into the groundwater.

**Based on observations during site reconnaissance and soil and groundwater analysis, there is evidence of a release of petroleum products in relation to the former USTs at the Former Banks Property.**

## 2.0 INTRODUCTION

### 2.1 Purpose and Scope

The purpose of this Phase I ESA is to identify RECs that exist in connection with one parcel totaling approximately 0.18-acres, located at 131 Bridge Street (US Highway 17 Business), Washington, Beaufort County, North Carolina (Figures 1 through 3). This assessment was performed according to the process prescribed in ASTM Standard Practice E 1527-05, 2005. No special terms or conditions exist for this project. This Phase I ESA did not attempt to identify and/or evaluate the following items, which are beyond the scope of ASTM Practice E 1527-05:

- Presence of asbestos-containing materials,
- Radon,
- Lead-based paint,
- Lead in drinking water,
- Wetlands,
- Threatened/endangered species,
- Archaeological/cultural concerns,
- Local ordinances or zoning, compliance with environmental rules and regulations,
- Need for environmental permits for current use of the property, health and safety considerations
- The presence or absence of hazardous materials, and/or petroleum products in air through sampling and analysis

This Phase I ESA was prepared for the City of Washington at their request. This Phase I ESA and the conclusions contained herein are for the sole use of the City of Washington (current owner). The information and conclusions contained in this report should not be used for any purpose other than the evaluation of RECs associated with the subject property. This report and its conclusions should not be relied upon by a third party for any reason. Any use of information contained in this report, either in whole or in part, by a third party is at the sole risk of the third party. GMA assumes no liability, either expressed or implied, for use of the information contained in this report by a third party.

### 2.2 Limitations

Certain limitations and exceptions of the site assessment are described in ASTM Standard Practice E 1527-05, including ASTM item 1.1.4 – Other Federal, State, and Local Environmental Laws: "This

1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, n-butylbenzene, n-propylbenzene, isopropylbenzene, and 2-methylnaphthalene exceeding the 15A NCAC 2L groundwater standards (Table 2, Appendix XI).

## **7.0 CONCLUSIONS AND RECOMMENDATIONS**

According to historical information gathered and reviewed including information provided by Mr. Clay Carter, the site has been utilized for a service station from 1953 until 1990. Prior to 1953 the site was utilized for residential purposes. The historical uses of the property indicate that petroleum products have been stored and sold at the site.

**GMA identified the following RECs associated with the property:**

**Petroleum contamination related to the storage of fuels in Underground Storage Tanks (USTs) and related system that operated from 1953 until approximately 1990. Based on the length of operation of the facility (approximately 40 years) and the lack of regulation of USTs in the 1950s-1970s, GMA recommended soil and groundwater sampling and testing to City of Washington, City Council in the vicinity of the former USTs and dispenser locations, the most likely areas of concern.**

**Two temporary groundwater monitoring wells were installed on August 27, 2010. One soil sample (TW1 and TW2) was collected for laboratory analysis above the water table during the installation of each monitoring well. GMA also collected groundwater samples from each temporary groundwater monitoring well. Laboratory analyses of soil samples do not indicate that UST operation activities have impacted the property in the vicinity of the soil samples.**

**Based on GMA's limited soil sampling at the subject site, it appears that the City of Washington could utilize the property as intended – for a parking lot expansion for the Brown Library. It does not appear that there has been a petroleum impact to the soil. However, based on observations during site reconnaissance, temporary monitoring well installation, and groundwater analytical results, there is evidence of a release in the former UST basin above the NCDENR 15A NCAC 2L groundwater standards. The City of Washington should report to the groundwater results to the NCDENR, Division of Waste Management, UST Section.**

## **8.0 DATA GAPS**

GMA has been able to research the past 50 years of the subject property. The subject property was originally developed for residential use (from the mid-1800s until 1953) and then the residence was demolished and a service station was constructed in the mid-1950s. No Data Gaps have been encountered for this property during preparation of this Phase I ESA.



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** June 13, 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 #9163, T&D Solutions, LLC, \$22,746, DOT reimbursable Hwy 17 utility relocation. Account 35-90-7220-0411.

Requisition #9193, Pitt Country Mart., \$50,000, fuel for peak shaving generators. Account 35-90-8370-3101.

Requisition #9313, BCI Utility Construction, \$85,000, relocate underground electric utilities for storm water project. Account 58-90-5710-4500.

Requisition #9373, Computer Service Partners, \$80,395, equipment for new phone system. Account 10-00-4400-7401.

Requisition #9385, Covington Diesel, \$26,617, backup generator for lift station. Account 32-90-8320-7400.

Requisition #9387, B.E. Singleton & Sons, \$45,750, demolition of old Ed Tech building for storm water project. Account 58-90-5710-4500.

**PREVIOUS LEGISLATIVE ACTION**

2010-2011 adopted budget and amended budget.

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Requisitions

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: June 13, 2011 (if applicable)  
**City Manager Review:** PTC Concur PTC Page 19 of 36 Return Denial  No Recommendation  
6-8-11 Date

# Requisition Form

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

Requisition #:9163  
PO #: Not Assigned  
User Name: Nicole Williams

Date: 05/04/2011

Approved By:  
Approved Code: Awaiting Final Approval  
Total Amount: \$22,746.00

T&D SOLUTIONS, LLC  
PO BOX 1194  
ALEXANDIA, LA 71315

Ship To:  
CITY OF WASHINGTON CITY HALL (ELEC  
102 EAST 2ND STREET  
WASHINGTON, NC 27889

Vendor Instructions: Electric Department  
Nicole Williams  
975-9303

Quantity	Description	Job Number	Unit Price	Extended
1	Invoice T18235 US Hwy 17		\$22,746.00	\$22,746.00
<b>Sub Total</b>				<b>\$22,746.00</b>
<b>Total Tax</b>				<b>\$0.00</b>
<b>Total</b>				<b>\$22,746.00</b>

Account Number	Account Description	Amount
35-90-7220-0411	US HWY 17 RELOCATION-2510C	\$22,746.00
<b>Total</b>		<b>\$22,746.00</b>

## Approval List

Dept Level Approval: \_\_\_\_\_  
Department Head: \_\_\_\_\_  
PO Level Approval: \_\_\_\_\_  
Purchase Order Prep: \_\_\_\_\_

# Requisition Form

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

Requisition #:9193  
PO #: Not Assigned  
User Name: Ed Pruden

Date: 05/06/2011  
Approved By: Keith Hardt  
Approved Code: Awaiting Final Approval  
Total Amount: \$50,000.00

PITT COUNTRY MART  
PO BOX 965  
BETHEL, NC 27812

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

Vendor Instructions: ELECTRIC DEPT, ED PRUDEN 252-975-9365

Quantity	Description	Job Number	Unit Price	Extended
1	FUEL FOR PEAK SHAVING GENERATORS		\$50,000.00	\$50,000.00
			<b>Sub Total</b>	<b>\$50,000.00</b>
			<b>Total Tax</b>	<b>\$0.00</b>
			<b>Total</b>	<b>\$50,000.00</b>

Account Number	Account Description	Amount	
35-90-8370-3101	GASOLINE PURCHASES	\$50,000.00	
		<b>Total</b>	<b>\$50,000.00</b>

## Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
5/6/2011	DEPT LEVEL APPROVAL	Keith Hardt	Not Assigned

This Requisition is awaiting Final PO Approval

## Approval List

Dept Level Approval: \_\_\_\_\_  
Department Head: \_\_\_\_\_  
PO Level Approval: \_\_\_\_\_  
Purchase Order Prep: \_\_\_\_\_

# Requisition Form

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

Requisition #:9313  
PO #: Not Assigned  
User Name: Mike Woodward

Date: 05/23/2011  
Approved By:  
Approved Code: Awaiting Final Approval  
Total Amount: \$85,000.00

BCI UTILITY CONSTRUCTION  
202 HOLYOKE DRIVE  
WASHINGTON, NC 27889

Ship To:  
CITY OF WASHINGTON CITY HALL (PW)  
102 EAST SECOND ST.  
WASHINGTON, NC 27889

Vendor Instructions: Public Works Department  
Allen Lewis  
252-975-9302  
Do Not Mail

Quantity	Description	Job Number	Unit Price	Extended
1	Utility relocation for stormwater project		\$85,000.00	\$85,000.00
<b>Sub Total</b>				<b>\$85,000.00</b>
<b>Total Tax</b>				<b>\$0.00</b>
<b>Total</b>				<b>\$85,000.00</b>

Account Number	Account Description	Amount
58-90-5710-4500	CONSTRUCTION	\$85,000.00
<b>Total</b>		<b>\$85,000.00</b>

### Approval List

Dept Level Approval: \_\_\_\_\_  
Department Head: \_\_\_\_\_  
PO Level Approval: \_\_\_\_\_  
Purchase Order Prep: \_\_\_\_\_

# Requisition Form

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

Requisition #:9373  
PO #: Not Assigned  
User Name: Beverly Clark

Date: 05/27/2011  
Approved By:  
Approved Code: Awaiting Final Approval  
Total Amount: \$80,395.35

COMPUTER SERVICE PARTNERS, INC.  
PO BOX 33414  
RALEIGH, NC 27636

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

**Vendor Instructions:** Please Give PO to David to EMail  
This Purchase Order is for Equipment up-grades  
for Voice Over IP Phone Systems  
  
Installment Purchases- 10-00-4400-7401  
Equipment List will be attached tp PO per B Clark

Quantity	Description	Job Number	Unit Price	Extended
1	Equipment for VolP Phone		\$80,395.35	\$80,395.35

For Detail Listing of Equipment- See Attached Spreadsheet

<b>Sub Total</b>	<b>\$80,395.35</b>
<b>Total Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$80,395.35</b>

Account Number	Account Description	Amount
10-00-4400-7401	INSTALLMENT PURCHASES	\$80,395.35
	<b>Total</b>	<b>\$80,395.35</b>

## Approval List

Dept Level Approval: \_\_\_\_\_  
Department Head: \_\_\_\_\_  
PO Level Approval: \_\_\_\_\_  
Purchase Order Prep: \_\_\_\_\_

# Requisition Form

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

Date: 05/31/2011

Approved By:  
Approved Code: Awaiting Final Approval  
Total Amount: \$26,617.00

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

Requisition #:9385  
PO #: Not Assigned  
User Name: Mike Whaley

COVINGTON DIESEL  
1719 EBB DRIVE  
WILMINGTON, NC 28409

Vendor Instructions: Warehouse for Public Works, Mike Whaley, 252-975-9308.

Quantity	Description	Job Number	Unit Price	Extended
1	50 KW Generator per specifications of sealed bid opened 4/20/2011 at 2 pm.		\$26,617.00	\$26,617.00
<b>Sub Total</b>				<b>\$26,617.00</b>
<b>Total Tax</b>				<b>\$0.00</b>
<b>Total</b>				<b>\$26,617.00</b>

Account Number	Account Description	Amount
32-90-8230-7400	CAPITAL OUTLAY	\$26,617.00
<b>Total</b>		<b>\$26,617.00</b>

## Approval List

Dept Level Approval: \_\_\_\_\_  
Department Head: \_\_\_\_\_  
PO Level Approval: \_\_\_\_\_  
Purchase Order Prep: \_\_\_\_\_

# Requisition Form

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

Requisition #:9387  
PO #: Not Assigned  
User Name: Mike Woodward

Date: 05/31/2011

Approved By:  
Approved Code: Awaiting Final Approval  
Total Amount: \$45,750.00

B.E. SINGLETON & SONS INC.  
920 W. 3RD STREET  
WASHINGTON, NC 27889

Ship To:  
CITY OF WASHINGTON CITY HALL (PW)  
102 EAST SECOND ST.  
WASHINGTON, NC 27889

Vendor Instructions: Public Works Department  
Allen Lewis  
252-975-9302  
Do Not Mail

Quantity	Description	Job Number	Unit Price	Extended
1	Demolition of old Ed Tech building		\$45,750.00	\$45,750.00
<b>Sub Total</b>				<b>\$45,750.00</b>
<b>Total Tax</b>				<b>\$0.00</b>
<b>Total</b>				<b>\$45,750.00</b>

Account Number	Account Description	Amount
58-90-5710-4500	CONSTRUCTION	\$45,750.00
<b>Total</b>		<b>\$45,750.00</b>

## Approval List

Dept Level Approval: \_\_\_\_\_  
Department Head: \_\_\_\_\_  
PO Level Approval: \_\_\_\_\_  
Purchase Order Prep: \_\_\_\_\_

**MEMORANDUM**

DATE: 25, May 2011  
TO: Mayor and City Council  
FROM: Michael Whaley  
SUBJ: Information only – Contracts for Petroleum Products

The purpose of this request is to inform Council of contract commitments for petroleum product requirements for the City from July 1, 2011 through June 30, 2012.

Contract awarded as follows:

	<u>Vendor</u>	<u>OPIS</u>	<u>Margin</u>	<u>Cost per Gallon</u>	<u>Estimated Usage</u>
A.	<u>Potter Oil &amp; Tire</u> Diesel 40 Cetane (Tankwagon)	\$3.2784	\$ .185	\$3.4634/gal	\$462,363.90
B.	<u>Pitt Country Mart</u> B20 Bio-Diesel (Transport)	\$3.1774	\$ .0469	\$3.2243/gal	\$257,944.00
	Gasoline 87 Octane (Tankwagon)	\$3.2768	\$ .25	\$3.5268/gal	\$ 7,053.60
	Kerosene 1-K Grade (Tankwagon)	N/A	N/A	\$3.6290/gal	\$ 4,717.70
C.	<u>Petroleum Traders</u> Gasohol, E10 (Transport)	\$3.2768	\$ .0257	\$3.3025/gal.	\$660,500.00
				<b>TOTAL</b>	<b>\$1,392,579.20</b>

Price fluctuations will be governed by the bid margin above or below the OPIS Average Rack price for the commodity on the day May 4, 2011 at Selma, NC. The City will pay the Average Rack price for the commodity on the day of delivery plus or minus the margin bid on May 24, 2011.

Supporting Document

Bid Tabulation Sheet

BID TABULATION

Bid for: Petroleum Products  
Opened: 2:00 PM, Tuesday  
May 24, 2011

=====

<u>Item</u>	<u>Petroleum Product</u>	<u>Taylor Oil</u>	<u>Seeco-Eastern</u>	<u>Pitt Country Mart</u>	<u>Petroleum Traders</u>	<u>Mansfield</u>	<u>F. Ray Moore</u>	<u>Potter Oil &amp; Tire</u>	<u>Sampson-Bladen</u>
1	Gasohol, E10, (Transport)	no bid	no bid	\$3.3087	<b>\$3.3025</b>	no bid	\$3.3682	\$3.3122	no bid
2	Gasoline 87 Octane (Tankwagon)	no bid	no bid	<b>\$3.5268</b>	no bid	no bid	no bid	no bid	no bid
3	Diesel 40 Cetane (Tankwagon)	no bid	no bid	\$3.4784	no bid	no bid	\$3.6538	<b>\$3.4634</b>	no bid
4	B20 Bio-Diesel (Transport)	no bid	no bid	<b>\$3.2243</b>	\$3.4500	no bid	no bid	\$3.3104	no bid
5	Kerosene 1-K Grade (Tankwagon)	no bid	no bid	<b>\$3.6290</b>	no bid	no bid	no bid	\$3.7890	no bid

Recommendation: I recommend we purchase E10 gasohol from Petroleum Traders, Diesel tankwagon from Potter Oil. Gasoline tankwagon, B20 Bio-diesel, and Kerosene from Pitt Country Mart.

Signed: Michael Whaley

## MEMORANDUM

DATE: May 31, 2011

TO: Mayor and City Council

FROM: Allen Lewis  
Public Works Director

SUBJECT: Paving Request for a Portion of West 12<sup>th</sup> St. – Wayne Harrell.

We are in receipt of a letter, copy attached, from Mr. Wayne Harrell of 1114 Summit Avenue regarding this subject, a copy of which is attached along with photographs that accompanied the letter. As you can tell, Mr. Harrell is asking that the road be paved without property owner participation. This would be contrary to what we have done in the past as well as what we have told other property owners along unpaved streets. Please let staff know if you wish to allow for the paving of this portion of West 12<sup>th</sup> Street without property owner participation.

/al

Attachments

May 5, 2011

Mr. Allen Lewis  
Public Works Director  
City of Washington

Mr. Lewis,

I am the property owner at 1114 Summit Avenue here in Washington. My house is on the southwest corner of Summit Avenue and West 12<sup>th</sup> Street which abuts an unpaved section approximately 135 feet long. I use this road daily for access to my property because my carport is in the rear of my house. Rain causes standing water in my and my neighbor's driveway and also at the corners of the intersection (see attached photos).

I have owned the property for nine years and since I have lived here, the Public Works Department has been very helpful in trying to keep the road decent using time and resources. Therefore, I am requesting to have this section of road to be paved. We are in tough economic times with no indications of relief so I submit that no financial obligation is incurred by the property owners.

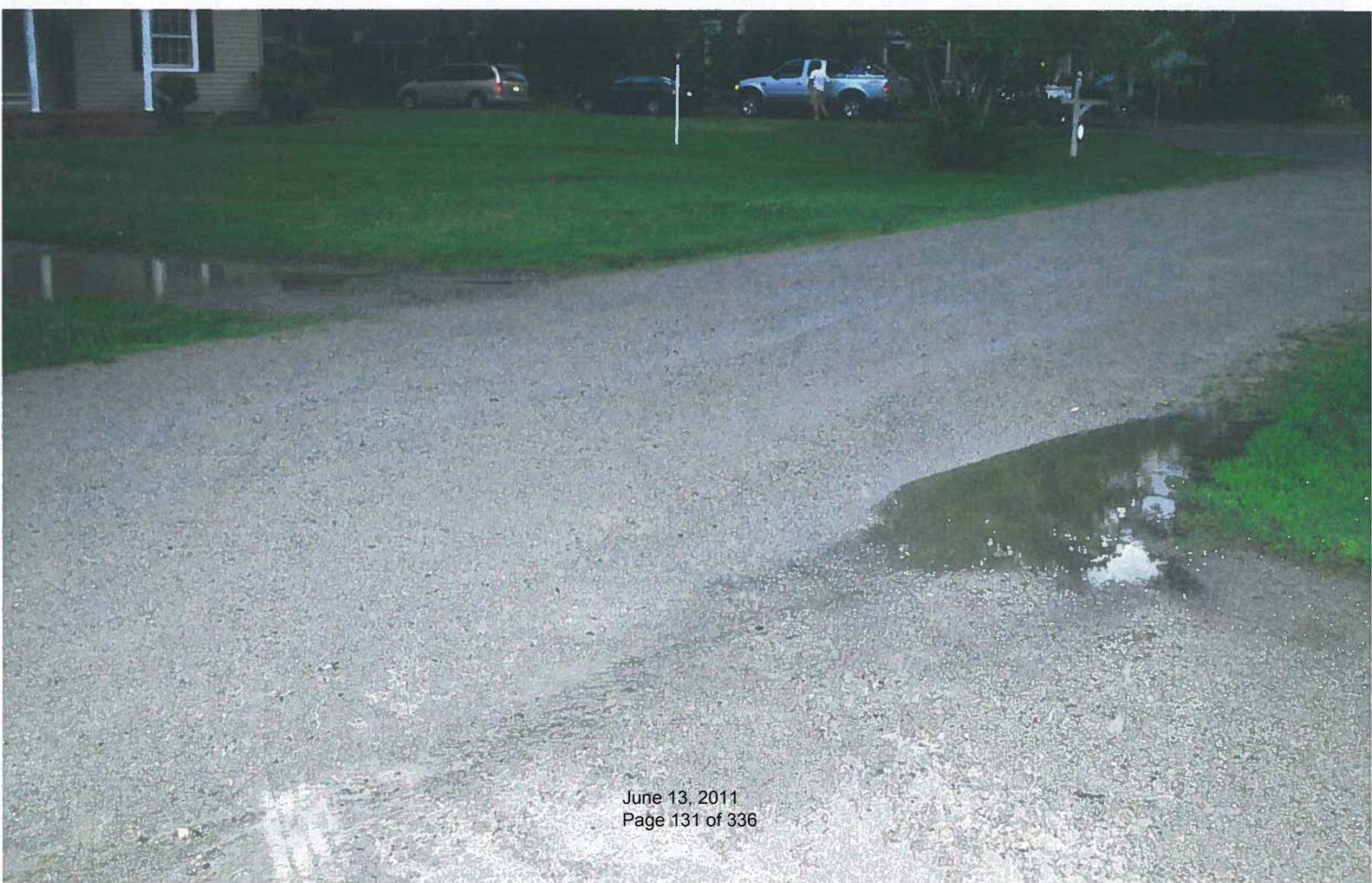
Thank you in advance for your consideration concerning this matter.

Regards,



Wayne Harrell





## MEMORANDUM

DATE: June3, 2011

TO: Mayor and City Council

FROM: Allen Lewis  
Public Works Director

SUBJECT: Sidewalk Request Along the 700 Block of West 15<sup>th</sup> St. – Ms. Dorothy Civils.

We are in receipt of a letter, copy attached, from Ms. Dorothy Civils of 120 Mayo Drive regarding this subject. For clarity, the location Ms. Civils is referring to is the southwest quadrant of the intersection of 15<sup>th</sup> Street and Washington Street or, directly across 15<sup>th</sup> Street from the Goodwill store. In order to construct a sidewalk at this location, an easement would be required because there is not sufficient street right of way to install a sidewalk behind the curb along 15<sup>th</sup> Street. As you are aware, 15<sup>th</sup> Street is a state-maintained road so, if you wish to proceed with this request, some amount of coordination would be required with NCDOT. I have made initial contact with them and am waiting on replies. In the meantime, we ask for your direction in regards to this request.

/al

Attachment

Dear Mayor Jenkins

PEACE

Hello. I'm writing to request the addition of a sidewalk between Washington Street and Washington Square Mall parking area—running parallel along 15<sup>th</sup> Street. I am a bicyclist and pedestrian, as is my eight year old daughter. We own no motorized vehicle. We often use the Washington Street to access Piggly Wiggly. In order to save time and our very lives, we often cut across Washington Street and use the well-worn dirt path beside the residence and creek to get to the mall parking area. To go by way of the road, we would have to get into the left turning lane on Washington Street, wait for the traffic light, proceed to take a left turn after waiting for the through traffic to go first, stay in the left lane on 15<sup>th</sup> Street, wait for the oncoming traffic to thin, and then cross into the parking area. With an eight year old, the latter route is even more nerve wracking. There is seldom a time when I use the Washington Street access (to the mall) that I do not see either another pedestrian or bicyclist. I would be willing to survey the use of the dirt path on various days and times if this information would help expedite the addition of this sidewalk. I do request, when you do build the sidewalk, that you put inclines/ramps at each end for cyclists and those with wheeled carriers.

Thank you for reconsidering this much needed project.

Truly



M. Dorothy Civils

120 MAYO DRIVE

940 0543

## MEMORANDUM

DATE: June 13, 2011  
TO: Mayor and Members of the City Council  
FROM: Philip W. Mobley, Director Parks and Recreation  
SUBJECT: Update on Havens Gardens Boat Ramp

I have been in contact with the N C Wildlife Resource Commission about their proposed upgrade to the Havens Gardens Boat Ramp site.

They are in the process of obtaining the Major CAMA Permit for their construction on Runyon Creek from NCDENR.

They informed me of their timetable, which will be starting in October 2011 after the heavy boating season, in order for less of a conflict in that parking area.

## MEMORANDUM

DATE: June 13, 2011

TO: Mayor and Members of City Council

FROM: Philip W. Mobley, Director Parks and Recreation

SUBJECT: Update on Festival Park

WIMCO is now telling us their contract on Phase I should be complete during the second week in June. After WIMCO's completion, of the Picnic Shelter, Performance Stage and Grasscrete Drive/Walkway surfaces, the Washington Garden Club will assist with planting materials around the new facilities.

Phase II design work is almost complete. At the July regular City Council Meeting, you should have a contract, for your approval, to start construction of the proposed restrooms and walkways, which may be concrete or Grasscrete, bench areas with trash receptacles, landscaping beds, additional large trees along with a site irrigation system for the great lawn and the landscape beds.

The Gary Tomasulo Playground site prep has started. Fifty percent of the playground equipment has arrived. We will continue to work on site prep by pruning dead limbs off the three trees by the playground location and staking out the location of equipment. We will continue to work on constructing the playground site as Phase I and II continue.

We have started meeting collectively with groups (WHDA, Chamber, Arts Council, Rec. Advisory, Festival Park Design Committee, Estuarium, Police Dept., Fire Dept., WTDA) to get input for the development of a user policy that can be recommended to the Washington Recreation Advisory Committee and then recommended to City Council for the best use of Festival Park area. The user policy will cover the types of activities allowed and operation hours, fees for profit and nonprofit, location for tents, types of cookers, vendors, vehicle types and use, location and movement of vehicles. This policy may have to be included in the City Code for the protection of the waterfront, park lands/facilities and other public amenities in order for City Staff (Police, Fire, Public Works, Pks & Rec. etc.) to have direct control of the site (for public/facility safety).

All events would continue to be routed through the Special Event Policy, handled by the Event & Facilities Manager located at the Pks & Rec Administrative Office, Suite 200, 310 West Main Street, in the Peterson Building.

## MEMORANDUM

DATE: June 13, 2011

TO: Mayor and Members of the City Council

FROM: Philip W. Mobley, Director Parks and Recreation PWM

SUBJECT: Update on Army Corp of Engineers Rescinding CAMA Permit Conditions

As you know, The Parks and Recreation Department has been tediously trying to build new docks. Many obstacles have come and we have been working through each one as they have presented themselves.

One such obstacle threatened funding, availability of completed docks and design just to name a few. This was the condition that was placed on the Major CAMA permit, by the Army Corps of Engineers, disallowing boats on the outside of the new T Docks (within the Setback area). The reason cited (from a comment made by the US Coast Guard) was a significant concern for safety in the Navigational Channel.

The Channel within the "Inner Harbor" (between the bridges) is 200' wide with a Setback area of 50' on either side of the Channel for a total of 300'. On either side of the two bridges, the Channel width is 100'.

February 24, 2011 Bay Design Group published "A Study of Boat Traffic Conditions, Washington Harbor, Washington, NC". "This study quantifies boat traffic Levels-of-Service using highway traffic volume and capacity methods. This study also quantifies the channel capacities and then considers actual and hypothetical boat traffic volumes compared to the channel capacities." \* This study shows that using these recognized methods to evaluate boat traffic congestion, there is not a boating congestion problem in the Inner Harbor of Washington.

On March 10, 2011, Bill Forman, Jr. P.E., Bay Design Group, submitted this study along with a "Request for Appeal or Objection", to the conditions placed on the Major CAMA Permit of disallowing boats to be docked within the setback area, to Col. Jefferson Ryscavage, Commander, US Army Corps of Engineers, Wilmington District.

On March 28, 2011 Tracey Wheeler, US Army Corps of Engineers, Washington Regional Office, telephoned me to give me the good news! On April 11, 2011 an amended CAMA permit was issued with the condition (# 12) removed, allowing boats to dock on the outside of the T Docks within the setback area.

I would like to take this opportunity to thank Bill Forman, Jr., P.E. for his persistence, patience, thoroughness and efficiency in bringing this issue to such a favorable conclusion.

I would also like to thank all of you for your continued support.

\* -excerpt from A Study of Boat Traffic Conditions, Washington Harbor, Washington, NC, February 24, 2011

**Attachments:**

- Copy - A study of Boat Traffic Conditions, Washington Harbor, Washington , NC  
Pages 11-13 – Summary and Conclusion (full version in Parks and Rec Office)
- Copy – Washington Marina Phase 3, Washington, Beaufort County, NC  
Major CAMA Permit Request for Appeal or Objection  
USACE Action ID No. SAW-2010-01276 and State Permit No. 6-11

## **SUMMARY AND CONCLUSIONS**

This study quantifies boat traffic Levels-of-Service using highway traffic volume and capacity methods. This study also quantifies the channel capacities and then considers actual and hypothetical boat traffic volumes compared to the channel capacities. Channel capacities are developed for a single lane 50 feet wide with traffic moving in one direction. The federally maintained navigation channel in the Inner Harbor is 200 feet wide with a setback along each side of the channel of 52 feet wide. The total width of the federally regulated channel is 304 feet.

Several boat traffic scenarios were examined in this study, but all were based on a conservative approach of a single lane 50 feet wide. As shown in Table 5, the case of 130 boats per hour would result in LOS B in the single lane. If a two lane condition is considered, none of the traffic scenarios would result in lower than LOS A. The boat traffic associated with LOS A ( $V/C$  ratio = 0.15) for the two lane condition would be 43 boats per hour in each lane for a total of 85 boats per hour in two lanes. LOS C is the threshold for unsafe conditions ( $V/C=0.35$ ). The volume of boats in the single lane 50 feet wide for LOS C condition would be over 100 boats per hour and 200 boats per hour for two lanes. This level of congestion would require that 50 percent of the existing and proposed boats in slips in the Inner Harbor mobilize almost simultaneously. This is not expected to occur.

These findings generally agree with observations of boat congestion by the City of Washington Marina operating staff. A letter from the Parks and Recreation Supervisor, Ms. Teresa Hamilton, is provided in Appendix A, and states that the marina staff has had no concerns for boater traffic and safety resulting from congestion in the Inner Harbor. The City works closely with the enforcement patrol of N. C. Wildlife Resource Commission to maintain order and safety in the harbor.

Conclusions are as follows and are based on a single lane 50 feet wide with boats moving in one direction, either entering or exiting the Inner Harbor:

- Estimates of boat traffic volumes for several waterfront events and hypothetical extensions of those volumes do not produce a Level-of-Service in the federal channel less than A.
- There are The traffic volume required to exceed the threshold for congested conditions (LOS C) would require nearly simultaneous mobilization of over 25 percent to the total number of boats proposed in the Inner Harbor (200 boats per hour). This is not a realistic possibility.
- Reducing the width of the setback area by 20 feet on the downtown Washington side of the channel would have no impact of the capacity of the navigation channel. The setback areas are not considered in this study other than as maneuvering lanes for boats entering and exiting the federal channel. If setback lanes are taken into consideration by adding additional lanes or widening the four lanes, the boat densities for each Level-of-Service would only be further reduced.
- Operators of the City Marina have not observed congestion or unsafe conditions in the harbor and work closely with N. C. Wildlife Commission to maintain a safe and orderly boating environment in the Inner Harbor during high traffic events.
- Using recognized methods to evaluate boat traffic congestion, Level-of-Service A is achieved for the conservative events considered. This conclusion agrees with observations of the marina operators that there is not a boating congestion problem in the Inner Harbor of Washington.

## **ACKNOWLEDGEMENTS**

The authors of this study thank Ms. Teresa Hamilton and Mr. Philip Mobley for their assistance in supplying marina utilization data and supporting preparation of this study.

## **REFERENCES CITED**

Moffatt & Nichol (2007). Dana Point Harbor Boat Traffic Study, prepared for Project Dimensions, Inc.

Moffatt & Nichol (1980). Channel Islands Harbor Entrance Congestion Study, prepared for Voss Construction Company.

Transportation Research Board (2000). Highway Capacity Manual.

Williams-Kuelbelbeck and Associates, Inc. (1981). Analysis of Boat Traffic Conditions for Marina del Rey, prepared for Summa Corporation.



March 10, 2011

Col. Jefferson Ryscavage, Commander  
U. S. Army Corps of Engineers, Wilmington District  
P. O. Box 1890  
Wilmington, North Carolina 28402-1890

Re: REQUEST FOR APPEAL OR OBJECTION  
Washington Marina Phase 3  
Washington, Beaufort County, North Carolina  
USACE Action ID No. SAW-2010-01276 and State Permit No. 6-11

Dear Colonel Ryscavage:

On behalf of the City of Washington, the attached Request for Appeal or Objection is attached. The following documents are attached for you consideration:

- Section II – Request for Appeal or Objections to an Initial Proffered Permit, executed by Philip Mobley, Director of City of Washington, Parks and Recreation Department on 3/10/2011.
- Request for Appeal or Objection, Attachment to Request for Appeal or Objections to an Initial Proffered Permit, March 9, 2011
- A Study of Boat Traffic Conditions, Washington Harbor, Washington, North Carolina, Februar24, 2011 by Bay Design Group.

Your attention to this matter at you earliest convenience is appreciated.

Please either address or copy this office on all correspondence regarding this appeal.

Thank-you your assistance on this matter.

Sincerely,

BAY DESIGN GROUP, P.C.

J. W. Forman, Jr., P.E.  
Senior Engineer

Attachments:

CC: Philip Mobley, City of Washington, Parks and Recreation Department  
Tracey Wheeler, USACE, Regulatory Branch, Washington Regional Office  
Doug Huggett, N.C. Division of Coastal Management, Morehead City

Washington Marina Phase 3  
Washington, Beaufort County, North Carolina  
USACE Action ID No. SAW-2010-01276 and State Permit No. 6-11

**REQUEST FOR APPEAL OR OBJECTION**

**MARCH 9, 2011**

**ATTACHMENT TO:**

**SECTION II – REQUEST FOR APPEAL OR OBJECTIONS TO AN INITIAL PREFERRED PERMIT.**

**JUSTIFICATION FOR APPEAL OR OBJECTIONS**

This appeal is of Major CAMA Permit 6-11 (attached), Issued to the City of Washington on January 13, 2011. Objection is to Additional Condition No. 12 of the State Permit which states “No structures or mooring of vessels are permitted within the setback of the federal channel.” The condition in the permit resulted from comments in a letter (attached) by Mr. Thomas W. Flynn, Marine Information Specialist, U.S. Coast Guard, Fifth Coast Guard District, to Ms. Tracey Wheeler dated October 19, 2010 stating that “Expansion of the marina’s 12 existing docks to the ACOE setback line adjacent to the federal channel poses a *significant safety hazard* to vessels transiting the federal channel. *Any vessels moored to the T of the docks will necessarily extend too close to or into the navigable channel.*”

In subsequent phone conversation between J. W. Forman and Mr. Flynn, Flynn indicated that the October letter was an expression of his opinion and that the USACE had the authority to include or ignore the comments in the issuance of a permit. Mr. Flynn was also questioned as to the threshold of boat traffic in the channel that would constitute a safety hazard and whether any such threshold had or was expected to be exceeded as a result of the proposed project. Mr. Flynn could not provide any threshold or quantitative evidence that a safety hazard currently existed in the channel or any boat traffic criteria that, when applied, would indicate that a safety hazard exists in the federal channel as a result of the project. In meetings with USACE field representative, Tracey Wheeler, prior to issuance of the permit, Ms. Wheeler indicated that she agreed with the USCG comment and that USACE would include a provision in the permit prohibiting mooring of boats on the outside of the tee docks.

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### **ADDITIONAL INFORMATION IN SUPPORT OF APPEAL/OBJECTION**

Condition 12 of the CAMA permit should be rescinded based on the following findings of fact:

1. Neither the U. S. Army Corps of Engineers (USACE) or the U. S Coast Guard (USCG) can provide quantitative or observed evidence that contradicts observations by the marina operations staff that a boating safety hazard does not currently exist or would exist when the proposed project is built out. There is not an observed, perceived or predicted boat traffic congestion safety hazard condition in Washington's Inner Harbor (between the Hwy 17 and Railroad Bridges).
2. The setback line serves as a limit of construction for structures adjacent to the federal channel. The dredged channel slopes in the setback from the dredged depth to the natural depths along the margins of the channel. During dredging operations, the channel side slopes in the setback area either migrate down slope to the new dredged channel, or the dredger grades the side slopes to a specified slope, usually 3:1 in sandy bottoms. The setback is, therefore, an arbitrary line whose location is a function of the authorized channel depth. USACE prohibits placement of structures in the setback area that might have to be removed or otherwise conflict with dredging operations. The setback line has no other regulatory significance.
3. As part of the State Environmental Policy Act (SEPA) coordination, the channel location and the proposal to place structures up to the setback line were coordinated with and approved by the USACE, Wilmington District, Navigation Branch.
4. The first two phases of the Washington marina were permitted by USACE allowing boats to be moored to the tee head docks extending to the setback as defined by USACE at the time the projects were permitted. Subsequent to those projects, the location of the federal channel and setback lines were redefined by USACE, but the original channel dimensions maintained. Additionally, the tee head of dock A serves as the staging dock for boats using the sewer pumpout system.
5. The Inner Harbor is a no-wake zone that is strictly enforced by N. C. Wildlife Resources Commission.
6. It is believed that Mr. Flynn did not base his opinion on actual channel dimensions. Flynn's concern is that boats moored to the tee head docks might extend too close or into the federal channel. Flynn apparently was not aware that the setback area is 52 feet wide. The largest

boat that might occupy a tee head slip would have a length of 70 to 100 feet. Based on vessels manufactured by Hatteras Yachts, a 77 foot convertible sportfisherman has a beam of 22 feet. A Hatteras 100 foot motor yacht has a beam of 22.5 feet. These vessels would not even extend over half of the setback area width. The federal channel is 200 feet wide at the Washington waterfront with setbacks on both sides of 52 feet for a total overall regulated width of 304 feet. Encroachment into the federal channel by boats moored to the tee head docks is unlikely for the relatively small vessels that use the Inner Harbor.

7. Bay Design Group has completed a study of boat traffic conditions in the channel. The study is attached and is provided to contradict claims by USCG and USACE that a boating safety hazard condition exists or will exist in the Inner Harbor as a result of the proposed project. The study quantifies boat traffic Levels-of-Service (LOS) using highway traffic volume and capacity methods that have been utilized to evaluate boat traffic conditions in large California marinas. The study quantifies the channel capacities and then considers observed and hypothetical boat traffic volumes compared to the channel capacities. Channel capacities are developed conservatively for a single lane 50 feet wide with traffic moving in one direction. The federally maintained navigation channel in the Inner Harbor is 200 feet wide with a setback along each side of the channel of 52 feet wide.

Several boat traffic scenarios were examined in the study based on a conservative approach of a single lane 50 feet wide. The worst case considered, a volume of 130 boats per hour in a single 50 foot wide lane, would result in LOS B. If a two lane condition is considered, none of the traffic scenarios would result in lower than LOS A. The boat traffic associated with LOS A ( $V/C$  ratio = 0.15) for the two lane condition would be 43 boats per hour in each lane for a total of 85 boats per hour in two lanes. LOS C is the threshold for unsafe conditions ( $V/C=0.35$ ). The volume of boats in the single lane 50 feet wide for LOS C condition would be over 100 boats per hour and 200 boats per hour for two lanes. This level of congestion would require that 50 percent of the existing and proposed boats in slips in the Inner Harbor mobilize almost simultaneously. This is not a reasonable expectation.

The study findings generally agree with observations of boat congestion by the City of Washington marina operating staff. A letter from the Parks and Recreation Supervisor, Ms. Teresa Hamilton, is provided in the study that states that the marina staff has had no concerns

with boater traffic and safety resulting from congestion in the Inner Harbor. The City works closely with the enforcement patrol of N. C. Wildlife Resource Commission to maintain order and safety in the harbor.

### **SUMMARY OF REQUEST FOR APPEAL OR OBJECTION**

This appeal is of Major CAMA Permit 6-11, Issued to the City of Washington on January 13, 2011.

Objection is to Additional Condition No. 12 of the State Permit which states "*No structures or mooring of vessels are permitted within the setback of the federal channel.*"

The prohibition of mooring boats on the outside of the tee heads of the proposed docks is an arbitrary requirement. The requirement is not based on observed or predicted boat traffic conditions. Additionally, neither USACE or USCG present measurable thresholds that, when exceeded, constitute a boating safety hazard in the federal channel. The impact of the permit requirement on the economic feasibility of the project is significant enough that any requirement limiting the number of slips resulting from boat traffic conditions should be based on objective measurements or observation of current boat traffic conditions and technical prediction of future boat traffic conditions in the Inner Harbor at Washington.

When asked to justify the requirement, neither USACE or USCG could verify, based on observed data or predicted data, that a boating safety hazard condition currently exists or will exist when the City Marina project is built out.

The following findings of fact support repeal of the permit condition:

- USACE and USCG present no measurements or observations that contradict the City Marina operations staff observations that there is not a boating congestion problem in the Inner Harbor at Washington.
- The setback line location is a function of project depth of the authorized channel, is a limit of construction and has no other regulatory significance.
- The proposed location of docks was approved by the USACE, Wilmington District, Navigation Branch, during the State SEPA coordination process.
- Permits for prior phases allowed boats to be moored on the outside of the tee heads of docks and in the setback area.

- The Inner Harbor is a no-wake zone that is strictly enforced by N. C. Wildlife Resources Commission.
- USCG permit review and subsequent comments and recommendations by the reviewer were not based on a complete understanding of the channel dimensions and width of the setback area.
- A boating traffic study predicts that hazardous conditions will not exist in a single lane 50 feet wide for even extreme hypothetical boat traffic scenarios.

#### **ATTACHMENTS**

- Permit for Major Development in an Area of Environmental Concern (Major CAMA Permit) No 6-11, Issued January 13, 2011.
- Thomas W. Flynn, Marine Information Specialist, U. S. Coast Guard, Letter of October 19, 2010.
- A Study of Boat Traffic Conditions, Washington Harbor, Washington, North Carolina, February 24, 2011

Permit Class  
NEW

Permit Number  
6-11

STATE OF NORTH CAROLINA  
Department of Environment and Natural Resources  
and  
Coastal Resources Commission

# Permit

- Major Development in an Area of Environmental Concern pursuant to NCGS 113A-118
- Excavation and/or filling pursuant to NCGS 113-229

Issued to City of Washington, PO Box 1988, Washington, NC 27889-1988

Authorizing development in Beaufort County at Pamlico River, Stewart Parkway,

Washington, as requested in the permittee's application dated 6/18/10, including the attached workplan drawings (10), Sheet 1 dated 6/15/10, Sheet 2 dated revised 7/13/10, and Sheets 3-10 dated 6/17/10

This permit, issued on January 13, 2011, is subject to compliance with the application (where consistent with the permit), all applicable regulations, special conditions and notes set forth below. Any violation of these terms may be subject to fines, imprisonment or civil action; or may cause the permit to be null and void.

### Marina Expansion

- 1) Unless specifically altered herein, this permit authorizes the new docks, piers, and other structures and uses located in or over the water that are expressly and specifically set forth in the permit application. No other structure, whether floating or stationary, shall become a permanent part of this expanded marina facility without permit modification. No non-water dependent uses of structures shall be conducted on, in or over public trust waters without permit modification.
- 2) In order to minimize impacts to aquatic resources, no in-water work shall be permitted between February 15 and September 30 of any year without prior approval of the North Carolina Division of Coastal Management in coordination with the Wildlife Resources Commission.

(See Attached Sheets for Additional Conditions)

This permit action may be appealed by the permittee or other qualified persons within twenty (20) days of the issuing date. An appeal requires resolution prior to work initiation or continuance as the case may be.

This permit must be accessible on-site to Department personnel when the project is inspected for compliance.

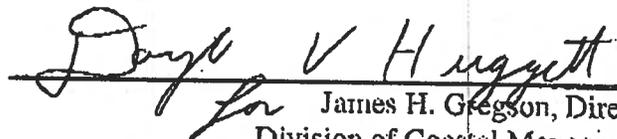
Any maintenance work or project modification not covered hereunder requires further Division approval.

All work must cease when the permit expires on

December 18, 2015

In issuing this permit, the State of North Carolina agrees that your project is consistent with the North Carolina Coastal Management Program.

Signed by the authority of the Secretary of DENR and the Chairman of the Coastal Resources Commission.

  
for James H. Gregson, Director  
Division of Coastal Management

This permit and its conditions are hereby accepted.

\_\_\_\_\_  
Signature of Permittee

**City of Washington****Permit #6-11****Page 2 of 3****ADDITIONAL CONDITIONS**

- 3) Prior to the occupancy of any new slips authorized under this permit, a marine pumpout sewage disposal facility shall be installed and operable at an easily accessible location. The pumpout facility shall be maintained in operable condition for the life of the marina.
- 4) Prior to the occupancy of any new slips authorized by this permit, the permittee shall meet on-site with a representative of the Division to ensure that the required pumpout facility is in place and operable.
- 5) The marina shall display a sign showing the location of the on-site pumpout facility, including other appropriate waste disposal information, at the entrance and exit from the main pier.
- 6) The permittee shall maintain the authorized work in good condition and in conformance with the terms and conditions of this permit. The permittee is not relieved of this requirement if he abandons the permitted activity without having it transferred to a third party.
- 7) No attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the authorized work.
- 8) The permittee shall install and maintain at his expense any signal lights or signals prescribed by the U.S. Coast Guard, through regulation or otherwise, on the authorized facilities. At a minimum, permanent reflectors shall be attached to the structures in order to make them more visible during hours of darkness or inclement weather.
- 9) No sewage, whether treated or untreated, shall be discharged at any time from any boats using the marina facility. Any sewage discharge at the marina facility shall be considered a violation of this permit for which the permittee is responsible. This prohibition shall be applied and enforced throughout the entire existence of the permitted structure.
- 10) This permit does not authorize the interference with any existing or proposed Federal project, and the permittee shall not be entitled to compensation for damage to the authorized structure or work, or injury which may be caused from existing or future operations undertaken by the United States in the public interest.
- 11) This permit authorizes the addition of sixty-eight (68) formalized boat slips (15 transient boat slips and 53 permanent boat slips) for a total of 116 formalized boat slips at the marina.

**NOTE:** If the applicant proposes to reduce the number of transient boat slips authorized by this permit, a modification of this permit shall be necessary.

- 12) No structures or mooring of vessels are permitted within the setback of the federal channel.

**NOTE:** Should the requirements of Condition #12 of this permit necessitate a redesign of the authorized marina facility, a modification of this permit shall be required.

City of Washington

Permit #6-11  
Page 3 of 3**ADDITIONAL CONDITIONS****Cultural Resource Protection**

- 13) In order to ensure that impacts to the adjacent historic district are minimized, this permit does not authorize any boat or Jet Ski lifts.

**Easement**

- 14) An **Easement** from the Department of Administration's State Property Office may be required under N.C.G.S. 146-12(e). The permittee shall contact the State Property Office at 919-807-4650 prior to the initiation of construction of any structures over state-owned submerged lands to determine if such an easement will be required. Any required easements shall be obtained, and a copy provided to the Division of Coastal Management at 400 Commerce Avenue, Morehead City, NC 28557, prior to construction of any new boat slips or other docking facilities authorized under this permit.

**General**

- 15) The permittee understands and agrees that, if future operations by the United States requires the removal, relocation, or other alteration of the structure or work authorized by this permit, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate or alter the structural work or obstructions caused thereby, without expense to the United States or the state of North Carolina. No claim shall be made against the United States or the state of North Carolina on account of any such removal or alteration.
- 16) Unless specifically altered herein, any mitigative measures or environmental commitments specifically made by the applicant in the Environmental Assessment, for this project shall be implemented, regardless of whether or not such commitments are addressed by individual conditions of the permit and any subsequent modifications.
- 17) No vegetated wetlands or open water areas shall be excavated or filled, even temporarily.
- 18) This permit shall not be assigned, transferred, sold, or otherwise disposed of to a third party without the written approval of the Division of Coastal Management.

**NOTE:** This permit does not eliminate the need to obtain any additional state, federal or local permits, approvals or authorizations that may be required.

**NOTE:** The N.C. Division of Water Quality has authorized the proposed project under DWQ Project No. 00-1110 ver. 2.

**NOTE:** The U.S. Army Corps of Engineers authorized the proposed project under COE Action Id. No. SAW-2010-01276 which was issued on 11/15/10.

U.S. Department of  
Homeland Security

United States  
Coast Guard



Commander (dpw)  
Fifth Coast Guard District  
431 Crawford Street  
Portsmouth, VA 23705-5004

Staff Symbol: dpw  
Phone: (757) 398-6229  
Fax: (757) 398-6303  
Email: Thomas.W.Flynn@uscg.mil

16500  
October 19, 2010

Ms. Tracy L. Wheeler  
Regulatory Project Manager  
U. S. Army Corps of Engineers  
Washington Regulatory Field Office  
Post Office Box 1000  
2407 West Fifth Street  
Washington, NC 27889

**RECEIVED**

OCT 21 2010

U.S. ARMY CORPS ENG  
Washington Regulatory Fld Ofc

Dear Ms. Wheeler:

In regard to the City of Washington's request for authorization to expand the Washington Marina the following is submitted:

The expansion of the marina's 12 existing docks to the ACOE setback line adjacent to the federal channel poses a significant safety hazard to vessels transiting the federal channel. Any vessels moored to the T of the docks will necessarily extend too close or into the navigable channel. The docks should be constructed as a minimum a distance equal to the expected beam plus a few feet of the largest planned vessel to be moored to the T of the docks.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Flynn".

THOMAS W. FLYNN  
Marine Information Specialist  
By direction

Copy: Coast Guard Sector North Carolina

**SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**SUMMARY OF REQUEST FOR APPEAL OR OBJECTION**

This appeal is of Major CAMA Permit 6-11, Issued to the City of Washington on January 13, 2011. Objection is to Additional Condition No. 12 of the State Permit which states "No structures or mooring of vessels are permitted within the setback of the federal channel."

The prohibition of mooring boats on the outside of the tee heads of the proposed docks is an arbitrary requirement. The requirement is not based on observed or predicted boat traffic conditions. Additionally, neither USACE or USCG present measurable thresholds that, when exceeded, constitute a boating safety hazard in the federal channel. The impact of the permit requirement on the economic feasibility of the project is significant enough that any requirement limiting the number of slips resulting from boat traffic conditions should be based on objective measurements or observation of current boat traffic conditions and technical prediction of future boat traffic conditions in the Inner Harbor at Washington.

When asked to justify the requirement, neither USACE or USCG could verify, based on observed data or predicted data, that a boating safety hazard condition currently exists or will exist when the City Marina project is built out.

The following findings of fact support repeal of the permit condition:

- USACE and USCG present no measurements or observations that contradict the City Marina operations staff observations that there is not a boating congestion problem in the Inner Harbor at Washington.
- The setback line location is a function of project depth of the authorized channel, is a limit of construction and has no other regulatory significance.
- The proposed location of docks was approved by the USACE, Wilmington District, Navigation Branch, during the State SEPA coordination process.
- Permits for prior phases allowed boats to be moored on the outside of the tee heads of docks and in the setback area.
- The Inner Harbor is a no-wake zone that is strictly enforced by N. C. Wildlife Resources Commission.
- USCG permit review and subsequent comments and recommendations by the reviewer were not based on a complete understanding of the channel dimensions and width of the setback area.
- A boating traffic study predicts that hazardous conditions will not exist in a single lane 50 feet wide for even extreme hypothetical boat traffic scenarios.

Details of the Summary Request for Appeal or Objection are provided in the ATTACHMENT to this form.

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

If you have questions regarding this decision and/or the appeal process you may contact:

Tracey Wheeler  
U.S. Army Corps of Engineers  
Washington Regulatory Field Office  
Post Office Box 1000  
Washington, North Carolina 27889

If you only have questions regarding the appeal process you may also contact:

Jason Steele  
Administrative Appeals Review Officer  
60 Forsyth Street, SW (Room 9M10)  
Atlanta, GA 30303-8801  
404-562-5137

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

  
Signature of appellant or agent.

Date:  
3/10/11

Telephone number:  
252 944  
657

**MEMORANDUM**

DATE: June 13, 2011  
TO: Mayor and Members of the City Council  
FROM: Philip W. Mobley, Director Parks and Recreation  
SUBJECT: Update on Kugler Field

PWM

On May 13, 2011 Mr. Franz Holscher, City Attorney, received a letter from Mrs. Kim Edwards, Attorney to the BC Board of Education, informing the City that we had 30 days to respond to their letter about the "Neil Weeks Memorial", the Concession/Restrooms located behind the baseball field backstop screen. The BC Board of Education deemed this facility to be unsafe for the Adult Church League to use for restrooms or concessions this season. This came after the BC Board of Education school maintenance personnel and a parks and recreation maintenance staff member did the yearly inspection of Kugler Field as per the Joint Use Agreement.

We are looking into ways to replace the roof, replace sills under front porch cover, replace any rotten boards, replace wooden restroom stalls, paint the insides in both restrooms and remove the bats (flying type).

There is a volunteer effort going now by friends and classmates of Neil Weeks, the Adult Softball League, support of historical Kugler Field and volunteers within the community to save this facility at Kugler Field.

The BC Board of Education said that if the City wants to use this facility, the City will have to bring it up to standard or the "Neil Weeks Memorial" would be demolished by the BC Board of Education.

**ATTACHED:**

Letter from Mrs. Kim Edwards, Attorney to the BC Board of Education

**Kimberly T. Edwards**

Attorney at Law  
P.O. Box 2368  
Washington, NC 27889  
Telephone (252) 623-8174

May 13, 2011

COPY

Franz Holscher  
Rodman, Holscher, Francisco & Peck  
320 North Market Street  
Washington, NC 27889

Re: Kugler Field - Joint Use Agreement

Dear Franz:

The purpose of this letter is to provide written notice to the City of its default under the terms of the joint use agreement for Kugler Field. Per the terms of the agreement, the City has 30 days after receiving written notice of default to remedy the breach or the Board may elect to terminate the agreement.

Section 7A(2)(c) requires the City to maintain the bathrooms and field house on the northwest side of Kugler Field in good working order and appearance. To date, the City has failed to keep these structures in good working order and appearance and the Board considers continued use of these structures to be a health and safety hazard. *(Please note that the City is the only party using these structures and they remain locked during the period of time the City is not using Kugler Field).*

The specific problems with the bathrooms/field house are as follows:

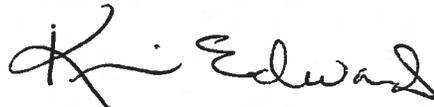
1. The porch roof support beam is bowing and needs to be repaired to protect the structural integrity of the roof;
2. The eaves/boxed ends of the roof have openings that need to be repaired from rotting wood and to prevent animal intrusion;
3. The shingles on the roof and underlayment need to be replaced;

4. Bird/animal debris within the roof structure needs to be removed;
5. The bathroom ceilings are leaking and need to be repaired;
6. The bathroom partition supports are dry rotted and/or broken and need to be replaced; and
7. Surfaces within bathrooms and other areas where water has leaked into the concession building need to be repainted.

At this time, the Board is not interested in terminating the City's agreement for default. The Board requests that the breach be remedied within 30 days if the City would like to continue to use the bathrooms/field house. If the City does not desire continued use of these structures, the Board requests the City notify the Board of this fact within 30 days and the Board will demolish the structures thereby eliminating the need for further maintenance.

Thank you for your assistance in this matter and I look forward to hearing from you. If you have any questions or need additional information, please give me a call.

With Best Regards,



Kimberly Edwards

cc: Beaufort County BOE  
Superintendent Don Phipps  
Director Patrick Abele

# MEMO

## Community Branding Project

For the year there has been considerable discussion related to the community brand for Washington. The Washington Tourism Development Authority promotes Washington to visitors as the “heart of the Inner Banks.” Other references to the community used by various organizations include: “original” Washington, waterfront capital of North Carolina, where the rivers meet the sea. However, none of these references, including heart of the Inner Banks, was coined based on stakeholder audience input.

The City of Washington, WTDA, Washington-Beaufort County Chamber of Commerce, and the Washington Harbor District formed a committee to review the options available for the implementation of a community brand strategy. After a review of several organizations who conduct such a service, the group has determined that Eye Integrated Communications based in Greenville, NC offers the best solution for our multi-faceted branding needs.

The WTDA needs a community brand to promote the community to an external visitor audience, the City needs a community brand to add value for its residents and businesses. The Washington-Beaufort County Chamber of Commerce envisions a brand that will show a comprehensive approach to building a more vibrant business community. The Washington Harbor District Alliance needs a brand to encapsulate the uniqueness of the Washington’s Main Street and downtown for its business owners and visitors. While each of these organizations has a different mission, all are committed to building and promoting Washington as a place to live, work and play.

Eye Integrated Communications has been winning awards for Washington for the past seven years and the marketing agency for the WTDA. Their award winning works include the historic walking tour book, postcard fulfillment package, website ([www.visitwashingtonnc.com](http://www.visitwashingtonnc.com)), and magazine ad campaign. They are also responsible for the new billboard campaign along Highway 17 that is getting a lot of attention.

The group appointed to review community branding liked the idea of working with a company that was located nearby, but also one with a reputation for quality work. Eye Integrated has proposed an approach very similar to that used by Land Design when developing the latest downtown master plan. Audience input will be key to the process. Various methods, include charrettes and surveys, will be used to collect impressions and input from key audiences. The final result will be a comprehensive brand and key implementation strategies that can be incorporated by each organization in its line of work.

In this branding process it will be important that community members understand that a brand is so much more than a logo. It has been described as “what people say about you when you are not around.”

The committee is presently working to secure a date to meet with Eye Integrated again to address key points in the proposal, identify a timeline, and assign next step tasks.



City of Washington  
**MEMORANDUM**

---

**To:** Mayor Jennings & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** June 13, 2011  
**Subject:** Asbestos Site Inspection Transfer

The Budget Officer transferred \$3,200 of funding between divisions of the General Fund to complete an asbestos site inspection of City Hall.

NC GS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes. Transfer request is attached.

## Request for Transfer of Funds

Date: 6/6/2011

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

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

	Department	Account Number	Object Classification	Amount
FROM:	10-00	4400	7300	\$3,200
TO:	10-00	4260	1500	\$3,200

For the purpose of: Provide funds for an asbestos site inspection of City Hall

\_\_\_\_\_  
 Supervisor

  
 \_\_\_\_\_  
 Department Head

### ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

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

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

  
 \_\_\_\_\_  
 City Manager or Finance Director

6/6/11  
 \_\_\_\_\_  
 Date



## 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 March Monday April 11, 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

#### **Update – Shelter for Women and Children & Domestic Violence**

Executive Director of Washington Housing Authority Inc, Marc Recko presented the following:

#### **Group of individuals and agencies that are making an effort to re-establish a shelter:**

- Faith Based Community
- Washington Housing Authority
- Washington Housing Nonprofit, Inc. (potential owner)
- Human Relations Council
- A number of individuals in the area

The Vision Statement is to create and sustain a safe haven of short term emergency housing for women and children from Beaufort and Martin Counties in a shelter home located in Washington, North Carolina.

#### **Mr. Recko discussed the following:**

- The unmet need in Beaufort County
- The two alternatives for referring families in crisis
- Proposed program
- Purchase of property
- Operating budget

#### **Question & Answers Session:**

- What happens when someone is a victim of domestic violence? Referred to Pitt County (majority of the time they are full) with transportation being an issue.

- Source of funding – (any funds now from local government)
- Where to seek funding? Federal funds not coming in and doubtful about any State funding (no funds locally). Private funding and support from any faith based organization (budget crunch for local government so funding is doubtful). Consider a presentation to the United Way.
- What would be the incentive for the private investor – what's the return on investment? This information was available when the "Option" site was located here.
- What happens to our homeless men since this shelter will be for women and children only? Zion Shelter takes care of the men. The Zion Shelter was funded by the Inter-church Forum – consisting of approximately 24 churches.

Mr. Recko noted this is a work in progress and it was suggested that Board members attend some of the local government budget sessions.

**Update – Multicultural Festival** – Board member Castro presented the following:

- Mr. Rod Bradley, Director, LWCC Programs – East Carolina University has officially committed to the festival
- ECU is willing and agrees to provide transportation for their performers
- Dancer's tentative plan
- Volunteers
- Sponsorships

**Reschedule Fair Housing Forum** – Tentative dates: June 16 & June 23, 2011

**Update – Project Next Step** – Ms. Corbett shared Project Next Step summer program will be starting in June and will be centered on gang prevention. National Night Out will be held in August.

**Discuss – Amending By-Laws & Agenda Format**

**Discuss – All reminders**



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Cynthia S. Bennett, City Clerk  
**Date:** June 2, 2011  
**Subject:** Appointments to Various Boards, Commissions, and Committees  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

**See attached recommended motions**

**BACKGROUND AND FINDINGS:**

Block advertisements were run in the Washington Daily News on three separate occasions for vacancies for expiring terms on various boards, commissions, and committees, with the application deadline being May 20, 2011 at 5:00 p.m. Copies of all applications received were distributed to department heads to allow them time to meet with their Council liaison.

Recommendations will be made by the Council Liaisons at the Council meeting.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Board Applications

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** \_\_\_\_\_ Date Concur June 13, 2011 Recommend Denial \_\_\_\_\_ No recommendation \_\_\_\_\_

**ACTIONS SUGGESTED:**

**A. Planning Board – To fill expiring term of Jane Alligood**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Planning Board, to fill the expiring term of **Jane Alligood** term to expire June 30, 2014.

**B. Enlarged Planning Board – To fill expiring term of Robert Henkel**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Enlarged Planning Board, to fill the expiring term of **Robert Henkel** term to expire June 30, 2014.

**C. Board of Adjustment – To fill the expiring term of Paula McCullough**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Board of Adjustment, to fill the expiring term of **Paula McCullough**, term to expire June 30, 2014.

**D. Alternate Member - Board of Adjustment – To fill the expiring term of Marion Ore**

I move that the City Council appoint/reappoint \_\_\_\_\_ as an Alternate Member to the Board of Adjustment, to fill the expiring term of **Marion Ore**, term to expire June 30, 2014.

**E. Alternate Member - Enlarged Board of Adjustment – To fill the expiring term of Steve Fuchs**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Enlarged Board of Adjustment, to fill the expiring term of **Steve Fuchs**, term to expire June 30, 2014, subject to the concurrence of the Beaufort County Board of Commissioners.

**F. Board of Library Trustees - To fill the expiring term of Susan Murrell**

I move that the City Council appoint \_\_\_\_\_ to the Board of Library Trustees, to fill the expiring term of **Susan Murrell**, term to expire June 30, 2017.

**G. Recreation Advisory Committee - To fill the expiring terms of Audrey Woolard, Ann Ange and Arnold Barnes**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Recreation Advisory Committee to fill the expiring term of **Audrey Woolard(inside)** term to expire June 30, 2014.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Recreation Advisory Committee to fill the expiring term of **Ann Ange(outside)** term to expire June 30, 2014.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Recreation Advisory Committee to fill the expiring term of **Arnold Barnes(inside)**, term to expire June 30, 2014.

**I. Historic Preservation Commission - To fill the expiring term of Jerry Creech, Scott Sipprell and Chris Collier**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Historic Preservation Commission to fill the expiring term of **Jerry Creech** term to expire June 30, 2014.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Historic Preservation Commission to fill the expiring term of **Scott Sipprell**, term to expire June 30, 2014.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Historic Preservation Commission to fill the expiring term of **Chris Collier**, term to expire June 30, 2014.

**J. Washington Tourism Development Authority - To fill the expiring term of Judy Jennette and David Gossett**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Tourism Development Authority, to fill the expiring term of **Judy Jennette** term to expire June 30, 2014.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Tourism Development Authority, to fill the expiring term of **David Gossett**, term to expire June 30, 2014.

**K. Human Relations Council – To fill the expiring term of Evelyne Roberson, Rick Gagliano, Ann Cherry and Florence Lodge**

I move that the City Council appoint \_\_\_\_\_ to the Human Relations Council, to fill the expiring term of **Evelyne Roberson**, term to expire June 30, 2014.

I move that the City Council appoint \_\_\_\_\_ to the Human Relations Council, to fill the expiring term of **Rick Gagliano**, term to expire June 30, 2014.

I move that the City Council appoint \_\_\_\_\_ to the Human Relations Council, to fill the expiring term of **Florence Lodge**, term to expire June 30, 2014.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Human Relations Council, to fill the expiring term of **Ann Barbee Cherry**, term to expire June 30, 2014.

**L. Animal Control Appeal Board – To fill the expiring term of Dee Congelton and Tucker Talley**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Animal Control Appeal Board, to fill the expiring term of **Dee Congleton**, term to expire June 30, 2014.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Animal Control Board, to fill the expiring term of **Tucker Talley** with a term to expire June 30, 2014.

**M. Washington Electric Utilities Advisory Commission – To fill the expiring term of Don Wilkinson(Washington Park), Ric Miller(Bath) and Dallas Congelton(inside)**

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Electric Utilities Advisory Commission to fill the expiring term of **Dallas Congleton(inside)**, term to expire June 30, 2014.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Electric Utilities Advisory Commission to fill the expiring term of **Don Wilkinson(Washington Park)** term to expire June 30, 2014, subject to the concurrence of the Washington Park Board.

I move that the City Council appoint/reappoint \_\_\_\_\_ to the Washington Electric Utilities Advisory Commission to fill the expiring term of **Ric Miller(Bath)**, term to expire June 30, 2014, subject to the concurrence of the Bath Town Board.

**N. Mayor’s Certificate of Appointment of Tim Ware as Commissioner to the Washington Housing Authority**

Pursuant to state law, I hereby appoint Tim Ware as a member of the Washington Housing Authority. As provided by law, this appointment is subject to Council approval. Tim Ware’s term will expire June 30, 2016.

**CITY OF WASHINGTON  
STATE OF NORTH CAROLINA  
MAYOR'S CERTIFICATE OF APPOINTMENT OF  
COMMISSIONER OF THE  
HOUSING AUTHORITY  
IN AND FOR THE CITY OF WASHINGTON**

Pursuant to state law, I hereby re-appoint Tim Ware as a member of the Washington Housing Authority. As provided by law, this appointment is subject to Council approval.

Tim Ware's term will expire June 30, 2016

Witness my hand as the Mayor of the City of Washington this 13<sup>th</sup> day of June, 2011.

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**N. Archie Jennings, III  
Mayor**

Primary Board Planning Board Other Boards \_\_\_\_\_

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

NAME Ron Price  
(Please Print)

ADDRESS 924 Isabella Ave Ext. Washington, D.C.

PHONE NO. (BUSINESS) cell 252 902 7014 (HOME) 252-833-4584

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 2 YEARS

YEARS OF EDUCATION 15-16 plus

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO ( )  
IF YES, PLEASE INDICATE currently on Board of Adjustment

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

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

2 YEARS ON Pitt County Planning Board

2 YRS ON Pitt County Development Comm

current member Board of Adjustment

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

See Also Resume attached  
Ronald Price  
Signature

5-1-11  
Date

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

## Ronald (Ron) Forbes Price

The following consists of my business, service organizations and community involvement, past and present.

### BUSINESS – Currently:

- President for Partners for Profit Investment Club
- Semi-retired
- Expert witness in insurance
- Insurance Consultant and consultant in purchasing and selling insurance agencies
- Licensed Real Estate Broker, North Carolina (inactive)
- Real Estate Investor

### BUSINESS – Previously:

- Principal and Vice President of Cypress Insurance Group, Ft. Lauderdale, Florida
- President of Culbreth Insurance Inc., Ft. Lauderdale, Florida
- President of Roberts-Price Insurance Agency, Rocky Mount, North Carolina
- President of Admiral Insurance Agency, Ft. Lauderdale, Florida
- Sr. Vice President of D.R. Mead & Company, Miami and Ft. Lauderdale, Florida (Mortgage Bankers and Insurance Agents)

### ORGANIZATIONS

- Former member of Pitt County Planning Board
- Former member of Pitt County Development Commission
- U.S. Army Veteran
- Insurance Instructor
- Past Vice President and Director of The Business Forum of Broward and Palm Beach Counties, Florida
- Past President and Director of Independent Insurance Agents of Broward County, Florida
- Education Committee for the N.C. Independent Insurance Agents Association
- Insurance Agent of Record for cities of Oakland Park, Lazy Lakes, Tamarac, Lauderdale-by-the-Sea, and Broward County, Florida

### COMMUNITY INVOLVEMENT (Past)

- Board Member-Fraternal Order of Police Auxiliary (FOPA), Rocky Mount, NC
- Board Member-Rotary International, Ft. Lauderdale, Florida
- Board Member-United Hearing and Deaf Services, Ft. Lauderdale, Florida
- Rotary Club Member, Bethel, N.C. (Past)
- Co-Founder of Down East Pig Cook-Off (Festival of the Arts), Rocky Mount, NC
- Cluster Director of Boundbrook Condo Assoc., West Palm Beach, Florida
- Sponsor and Organizer of Charity Benefits
- Other community projects

Primary Board Board of Adjustments Other Boards \_\_\_\_\_

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

NAME Paula Jean McCullough  
(Please Print)

ADDRESS 514 Gladden Street (Mailing Address: PO Box 1026) Washington NC 27889

PHONE NO. (BUSINESS) 252-946-3995 (HOME) 252-823-9711

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 50 YEARS

YEARS OF EDUCATION 16

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO   
IF YES, PLEASE INDICATE Utilities Commission and Board of Adjustment

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

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

I have served on the Beaufort County Board of Adjustment since February 2002. At that time I was appointed to fill an unexpired term and have been appointed back to this board in the past. I would love to serve this board another term.

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

Paula J. McCullough  
Signature

05/31/2011  
Date

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

Alternate Member  
Primary Board Board of Adjustment Other Boards \_\_\_\_\_

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

NAME MARION ORE  
(Please Print)

ADDRESS 1439 Highland Drive Washington NC

PHONE NO. (BUSINESS) 623-7886 (HOME) 944-2577

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 40 YEARS

YEARS OF EDUCATION High School 12 yrs

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

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

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

I CAN BE FAIR TO ALL PEOPLE, I WORKED FOR PCS FOR 36 yrs, I HAVE ALREADY SERVED 2 YEARS ON THIS BOARD

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

Marion Ore  
Signature

5-31-11  
Date

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

Primary Board Enlarged Board of Adjustment Other Boards \_\_\_\_\_

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

NAME Steven C. Fuchs  
(Please Print)

ADDRESS 125 Honey Rd Farm Rd Wash DC

PHONE NO. (BUSINESS) 943-8200 (HOME) 946-9453

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

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

YEARS OF EDUCATION 18 - Masters Degree

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO ( )  
IF YES, PLEASE INDICATE Board of Adjustment 1990 - Present

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

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

experience on BOA - Many years

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

Steven C. Fuchs  
Signature

1 Jun 11  
Date

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

Primary Board Library Bd. of Trustees Other Boards \_\_\_\_\_

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

NAME Yvonne A. Saleem  
(Please Print)

ADDRESS 211 Thomas Place Washington NC 27889

PHONE NO. (BUSINESS) N/A (HOME) 252 946 3647

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 55 YEARS

YEARS OF EDUCATION 15

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

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

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

I have a strong interest in public services and government. As a life long resident of Beaufort County I want to serve our local community.

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

Yvonne A. Saleem  
Signature

6/6/2011  
Date

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

Primary Board Parks + Rec Other Boards \_\_\_\_\_

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

NAME Andrey Woolard  
(Please Print)

ADDRESS 333 E 11th St.

PHONE NO. (BUSINESS) 0 (HOME) 252 946-6666

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 81 YEARS

YEARS OF EDUCATION 10th grade

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO   
IF YES, PLEASE INDICATE Parks + Rec + Grace Martin Harwell Comm.

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)  
(OPTIONAL): Use back of sheet if additional space is needed  
as a member of Pamlico Senior Club. also on Grace Martin Harwell Committee + partners.

I'm very dedicated to our City on our parks + activities for our seniors also our children our water front growing.  
NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community. yes.

Andrey Woolard.  
Signature

May-20-2011.  
Date

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

over

I'm very interested to see our  
progress in the water front &  
parks for all our citizens  
& visitors. We have a  
Beautiful City Lets work to  
improve it for everyone.

Thanks

Andruy Woolard.

Primary Board WRAC Other Boards \_\_\_\_\_

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

NAME Ann S. Ange  
(Please Print)

ADDRESS 2040 W. 5<sup>th</sup> St. Washington, NC 27888

PHONE NO. (BUSINESS) 252-975-7214 (HOME) 252-946-0501

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 53 YEARS

YEARS OF EDUCATION 12 + some college

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

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A  
BOARD/COMMISSION? no IF YES, EXPLAIN \_\_\_\_\_

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

I have 15 + years of experience with baseball  
and soccer programs.

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

Ann S. Ange  
Signature

5/26/11  
Date

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

Primary Board Recreation Advisory Board Other Boards BE+AC BCAC  
B+GC of BC

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

NAME ARNOLD V. BARNES  
(Please Print)

ADDRESS 101 MARSH RD, WASHINGTON, N.C. 27887

PHONE NO. (BUSINESS) \_\_\_\_\_ (HOME) 252-975-7921

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 9 YEARS

YEARS OF EDUCATION THREE YEARS OF COLLEGE

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

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

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

I HAVE BEEN ON THE POOL COMMITTEE FOR  
SEVEN YEARS.

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

Arnold V. Barnes  
Signature

5-31-2011  
Date

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

Primary Board Historic Preservation Commission Other Boards \_\_\_\_\_

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

NAME Jerry Creech  
(Please Print)

ADDRESS 527 w. 2nd St., Washington, N. C. 27889

PHONE NO. (BUSINESS) 252.714.3564 (HOME) 252.946.7839

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

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

YEARS OF EDUCATION 15

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

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A  
BOARD/COMMISSION? no IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)  
(OPTIONAL): Use back of sheet if additional space is needed  
Was appointed to fill a former member and would like to continue with a full term on the board

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

Jerry Creech  
Signature

5.13.2011  
Date

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

Primary Board Historic Preservation Commission Other Boards \_\_\_\_\_

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

NAME Virginia M. Finnerty  
(Please Print)

ADDRESS 400 East Main St.

PHONE NO. (BUSINESS) 252-946-5001 (HOME) 252-946-5001

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 1 1/2 YEARS

YEARS OF EDUCATION 19

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

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)  
(OPTIONAL): Use back of sheet if additional space is needed  
I live and own a business in the historic district and therefore have a vested in its preservation.

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

Virginia M. Finnerty  
Signature

5/12/11  
Date

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

HPC

Primary Board Historic Preservation Commission Other Boards \_\_\_\_\_

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

NAME Monica Ferrari  
(Please Print)

ADDRESS 604 West 2nd St., Washington, NC 27889

PHONE NO. (BUSINESS) <sup>(cell)</sup> 910-297-0582 (HOME) 252-975-1698

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 3 YEARS

YEARS OF EDUCATION 16 B.S. Elementary Ed.

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO   
IF YES, PLEASE INDICATE Animal Control Appeals Board

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? no IF YES, EXPLAIN \_\_\_\_\_

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

I currently reside in a 100 yr. old home in the Historic District of Washington. We renovated this house while keeping everything in its original character. I feel

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

Monica Ferrari  
Signature

5-18-11  
Date

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

strongly that owners of historically significant homes and businesses should be responsible to keep the integrity of our local architecture.

I will be fair and diligent in my research and decisions according to our Guidelines For Property Owners.

Primary Board Historic Preservation Commission Other Boards \_\_\_\_\_

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

NAME Edward M. Hodges, Jr.  
(Please Print)

ADDRESS 101 E. 10<sup>th</sup> Street

PHONE NO. (BUSINESS) \_\_\_\_\_ (HOME) 252-946-4638

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 58 YEARS

YEARS OF EDUCATION college grad.

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

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? no IF YES, EXPLAIN \_\_\_\_\_

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

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

I am a retired history teacher. I am very interested in local history. I grew up on East Main Street. Historic preservation in Washington is a primary concern of mine. I live in the proposed Market St. Historic District.

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

Edward M. Hodges Jr.  
Signature

5/27/11  
Date

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

Primary Board HPC Other Boards \_\_\_\_\_

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

NAME JUDITH T. HICKSON  
(Please Print)

ADDRESS 627 WEST 2ND STREET

PHONE NO. <sup>CELL</sup> ~~(BUSINESS)~~ 516-972-2599 (HOME) 974-1083

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 3 YEARS

YEARS OF EDUCATION MA plus

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

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

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

I LIVE IN THE HISTORIC DISTRICT, AND WANT TO SEE OUR HISTORIC BUILDINGS PRESERVED AND ENHANCED. <sup>(WILLIAMSHOUSE 1857)</sup>

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

J. Hickson  
Signature

May 31, 2011  
Date

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

Primary Board Tourism Development Authority Other Boards \_\_\_\_\_

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

NAME Clay Johnson  
(Please Print)

ADDRESS 302 Craven Street, Bath, NC 27808

PHONE NO. (BUSINESS) \_\_\_\_\_ (HOME) 919.469.2797 (mobile)

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 2 YEARS

YEARS OF EDUCATION K-12, Four-year BA Degree in Broadcast Journalism

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

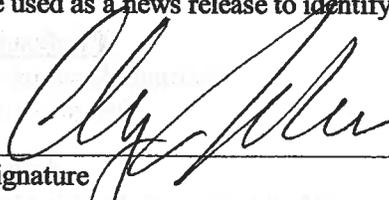
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)  
(OPTIONAL): Use back of sheet if additional space is needed  
I've worked as a broadcast journalist for over 20 years and have a deep understanding of how the news media operates

and how it can be utilized for marketing and promotional efforts. I have also worked in political communication

marketing initiatives through the media and planning media events. I've also been involved in tourism promotion

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

  
Signature \_\_\_\_\_

4-20-11  
Date \_\_\_\_\_

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

## **Clay Johnson**

302 Craven St., Bath, NC 27808, Phone: 919.469.2797

E-mail: jcjohnson@wral.com, clay.johnson@duke.edu, clay@clayjohnsonproductions.com

### **Professional Experience**

#### ***Documentary Producer, WRAL-TV (April 2004 to Present)***

Produce and write television documentaries for dominant CBS-affiliate in top-25 television market and its two sister stations in other markets.

#### ***Adjunct Faculty/Visiting Lecturer, Duke University (August 2008 to Present)***

Teach a course in television journalism at Duke's Sanford School of Public Policy.

#### ***President, Clay Johnson Productions, Inc. (June 1996 to Present)***

Produce and write documentaries, educational and general interest programs, television magazine segments and educational videos for government, non-profit agencies and corporations. Work has included TV segments funded by the NC Division of Tourism and two PBS travel series.

#### ***Deputy Press Secretary, Governor of North Carolina (August 1994 to June 1996)***

Spokesperson for the Governor, wrote speeches and briefing papers, coordinated news conferences and other media events, developed broadcast communication strategy for policy initiatives.

#### ***News Reporter, WGHP-TV, Winston-Salem, NC (September 1991 to August 1994)***

Produced daily television news reports, live shots, and special multi-part series reports for ABC affiliate.

#### ***News Reporter, WPTF-TV, Raleigh, NC (July 1988 to August 1991)***

Produced daily television news reports, live shots, special multi-part series reports, live newscasts, special programs and documentaries for NBC affiliate.

#### ***News Reporter/Producer, WCIV-TV, Charleston, SC (October 1985 to July 1988)***

Produced daily television news reports, live shots, live newscasts and special multi-part series reports for NBC affiliate.

#### ***News Director, WDKD-WWKT-FM, Kingstree, SC, (November 1983 to October 1985)***

Produced daily radio news reports in the field and live daily newscasts in the studio for AM/FM radio station and statewide radio news network. Supervised small news staff.

### **Education**

University of South Carolina, Bachelor of Arts, Broadcast Journalism

### **Professional Organizations**

National Academy of Television Arts and Sciences

Investigative Reporters and Editors

### **Awards and Honors**

Alfred I dPont Columbia University Award for Journalism Excellence

National Sigma Delta Chi Award from the Society of Professional Journalists

Four Emmy Awards

More than a dozen Emmy Nominations

Multiple awards from the Radio Television Digital News Association

Multiple Associated Press Awards

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM  
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME David H. Gossert

ADDRESS 412 River Road, Washington, N.C. 27889

PHONE NO. (BUSINESS) 252-946 2897 (HOME) SAME

EMAIL ADDRESS: dgossert@suddenlink.net

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 1969-1974

EDUCATION BS Degree NC state university 1978-present

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

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: None

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

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION. Served on WTDA for over 19 years, show chairman Wildlife Arts Festival.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed. I feel that tourism has a clear positive economic impact on the City of Washington, therefore I would like to continue working with the WTDA to assist in producing these impacts.

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

  
\_\_\_\_\_  
Signature

5-3-11  
\_\_\_\_\_  
Date

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

Primary Board Washington Tourism Development Auth. Other Boards \_\_\_\_\_

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

NAME Dr. Jack F. Cherry  
(Please Print)

ADDRESS 315 Lawson Road, Washington, NC

PHONE NO. (BUSINESS) NA-Retired (HOME) 252 946 8668

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 70+ YEARS

YEARS OF EDUCATION 19 (Washington High School, East Carolina University & North Carolina State University)

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO   
IF YES, PLEASE INDICATE Washington City Board of Education (1988-1994)

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

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

I am a native of Beaufort County and have lived in Washington since 1968. I have been actively involved in community events and fully understand Washington's historical and recreational potential. Marketing  
is a vital tool in tourism development and I have had experience in developing and selling training courses to business as Pitt Community College's Dean of Continuing Education. Budget/finance skills are  
always beneficial on any Board and I have had major responsibility in managing budgets and acquiring funds from government sources. I have the skills, time, energy and interest to be a super Board Member.

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

Jack F. Cherry  
Signature

May 19, 2011  
Date

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

**City of Washington Human Relations Council Application Form**

Please submit your completed form to the office of the City Clerk, PO Box 1988,  
Washington, NC 27889 or by email [cbennett@washingtontnc.gov](mailto:cbennett@washingtontnc.gov)

Name DR. F. SUSAN MURRELL

Address 1610 VAN NORDEN STREET, WASHINGTON, N.C. 27889

Phone Numbers (252) 946-3417 (Business) \_\_\_\_\_ (home, cell or both)

Email Address \_\_\_\_\_

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

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

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

BROWN LIBRARY BOARD OF TRUSTEES (12 years)  
my term expires 6 June 11

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

If yes, please explain. \_\_\_\_\_

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

I have accomplished a Bachelor of Arts, Master of Arts, and Doctoral degrees in Administration and Counseling. I have had the opportunity to be selected and serve on the City Planning Board, Salvation Army Board, Boys & Girls Club, and past president for the Key Women of America, Inc.

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

Also, 1st Lt. in the U.S. Army

Dr. F. Susan Murrell  
(Signature)

2 May 11  
(Date)

**City of Washington Human Relations Council Application Form**

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

Name Ann Barbee Cherry

Address 208 Ellison Road, Washington, NC 27889

Phone Numbers \_\_\_\_\_ (Business) 252.945.1666 (home, cell or both)

Email Address AnnCherry2009@gmail.com

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

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

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

Human Relations Council

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

If yes, please explain. \_\_\_\_\_

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

I am currently serving on the board and trying hard to be a contributing member.

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

Ann Barbee Cherry

(Signature)

5/10/2011

(Date)

## City of Washington Human Relations Council Application

In the interest of enhancing communication and relationships between all people in the City of Washington, the Washington City Council seeks citizens to serve on the Human Relations Council. Ideal candidates will have a sincere desire to work with all segments of the community to mediate tension and conflict and work to find resourceful solutions to problems.

NAME: J LORENCE E LODGE  
(please print)

ADDRESS: 855 Magnolia School Rd Wash DC 27889

PHONE NUMBER (work) \_\_\_\_\_ (home) 946-2167

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

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

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

\_\_\_\_\_

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

If yes, please explain. \_\_\_\_\_

Please state the reasons why you fell qualified for this appointment. (Use the back of this form if you need additional space.)

I am interested in my County & my community. I love to serve wherever is needed in helping others. We might can't solve all the problems but we can provide a listening ear & hopefully solve as many as possible.

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

J Lore E Dodge  
(signature)

5 - 20 - 2011  
(date)

Primary Board Animal Control Appeals Board Other Boards \_\_\_\_\_

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

NAME Dee Congleton  
(Please Print)

ADDRESS 210 E Water Street, Washington NC

PHONE NO. (BUSINESS) \_\_\_\_\_ (HOME) 252-946-6896

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 45 YEARS

YEARS OF EDUCATION 16

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO   
IF YES, PLEASE INDICATE Animal Control Appeals Board

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

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT(S)  
(OPTIONAL): Use back of sheet if additional space is needed  
Pet lover, own two cats

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

Dee Congleton  
Signature

May 24-011  
Date

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

Primary Board Beaufort County Humane Society Other Boards Shepard Cancer Foundation  
Animal Control Appeal Board

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

NAME Mary Tucker Talley  
(Please Print)

ADDRESS 420 Riverside Drive

PHONE NO. (BUSINESS) 252/946-7177 (HOME) 252/946-9915

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 59 YEARS

YEARS OF EDUCATION 14

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO   
IF YES, PLEASE INDICATE Animal Control Appeal Board

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A  
BOARD/COMMISSION? no IF YES, EXPLAIN \_\_\_\_\_

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

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

Have served on this board since 2005.

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

Mary Tucker Talley  
Signature

may 26, 2011  
Date

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

Primary Board Washington Electric Utilities Advisory Commission Other Boards \_\_\_\_\_

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

NAME Don Wilkinson  
(Please Print)

ADDRESS 323 Isabella Avenue

PHONE NO. (BUSINESS) 252-947-0118 (HOME) 252-946-1702

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 53 YEARS

YEARS OF EDUCATION \_\_\_\_\_

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO   
IF YES, PLEASE INDICATE Washington Electric Utilities Advisory Board

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

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

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

Don Wilkinson  
Signature

5/4/11  
Date

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

Thomas B. Richter, Mayor

**TOWN OF WASHINGTON PARK**  
**P O BOX 632**  
**WASHINGTON, NC 27889**

Denise D. Dale, Clerk

**COMMISSIONERS**

Lee Bowen  
Patrick Nash  
James Pagnani  
Jeff Peacock  
Don Wilkinson

May 4, 2011

Cynthia Bennett, City Clerk  
City of Washington  
102 East Second Street  
Washington, NC 27889

Dear Cynthia:

The Town of Washington Park re-appoints Don Wilkinson to serve as the representative from Washington Park to the Washington Electric Utilities Advisory Commission.

Sincerely,



Denise D. Dale

Primary Board Electric Adv. Other Boards \_\_\_\_\_

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

NAME Reid Brodie, III  
(Please Print)

ADDRESS 607 Northwood Rd., Washington, NC

PHONE NO. (BUSINESS) 944-7641 (HOME) 946-8690

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 3 1/2 YEARS

YEARS OF EDUCATION 17

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

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

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

I have interest and knowledge of  
electric generation & transmission (OVER)

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

Reid Brodie  
Signature

5/18/2011  
Date

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

I also have worked with commercial developers as they reviewed options for electric utility ~~the~~ provider.

Primary Board Washington Housing Authority Other Boards Recreation Advisory Board

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

NAME Timothy G Ware  
(Please Print)

ADDRESS 104 Salem Rd Washington, NC 27889

PHONE NO. (BUSINESS) 252-974-1825 (HOME) 252-975-4548

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 18 YEARS

YEARS OF EDUCATION 16

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES  NO   
IF YES, PLEASE INDICATE Washington Housing, Recreation Advisory

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

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

I have past professional experience as an employee of the Federal national Mortgage Association. I have also been serving on the Washington Housing Authority Board.

Finally I have a great passion to assist all citizens in having adequate and affordable housing.

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

  
Signature

5/25/11  
Date

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



# WASHINGTON HOUSING AUTHORITY

P.O. Box 1046 • 809 Pennsylvania Avenue • Washington, NC 27889

(252) 946-0061 • Fax (252) 975-1279

[www.whamerha.com](http://www.whamerha.com)

April 20, 2011

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

RE: WHA Board of Commissioners

Dear Mayor Jennings:

Mr. Tim Ware's term as Commissioner of the Washington Housing Authority will expire on June 30, 2011.

Mr. Ware is dedicated to the work of the Washington Housing Authority and his attendance is outstanding. Currently, he is serving as Vice-Chairman to the Board. He has indicated a willingness to serve again, if reappointed.

Thank you for your consideration.

Sincerely

Marc A. Recko  
Executive Director

cc: Tim Ware





City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Allen Lewis, Public Works Director  
**Date:** 06-02-11  
**Subject:** Authorize manager to sign a professional services agreement to perform engineering services necessary for the Main and Respass Street lift station replacement project.

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

**RECOMMENDATION:**

I move Council authorize the manager to enter into a professional services agreement with Rivers and Associates, Inc., to perform engineering and other services necessary for the Main and Respass Street lift station replacement project.

**BACKGROUND AND FINDINGS:**

As discussed numerous times of the last several months, including in memorandum form at the April 11, 2011 Council meeting, we have been awarded funding in the form of a low interest loan from the Division of Water Quality (DWQ). The attached agreement will provide for all engineering services necessary to see the project through its completion.

This project was listed in the CIP and is proposed in the FY 11-12 budget.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

Currently Budgeted (Account )  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Attached professional services agreement.

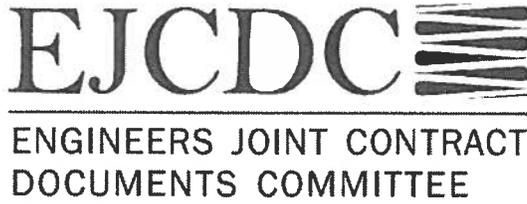
**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** ALC Concur June 2, 2011 Recommend Denial \_\_\_\_\_ No Recommendation 6-8-11 Date

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
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(800) 548-2723  
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## TABLE OF CONTENTS

### Page

ARTICLE 1 – SERVICES OF ENGINEER.....	1
1.01 Scope.....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES .....	1
2.01 General .....	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES .....	2
3.01 Commencement .....	2
3.02 Time for Completion .....	2
ARTICLE 4 – INVOICES AND PAYMENTS.....	2
4.01 Invoices .....	2
4.02 Payments .....	2
ARTICLE 5 – OPINIONS OF COST .....	3
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit .....	3
5.03 Opinions of Total Project Costs .....	3
ARTICLE 6 – GENERAL CONSIDERATIONS .....	4
6.01 Standards of Performance.....	4
6.02 Design Without Construction Phase Services.....	5
6.03 Use of Documents.....	5
6.04 Insurance .....	6
6.05 Suspension and Termination .....	7
6.06 Controlling Law .....	9
6.07 Successors, Assigns, and Beneficiaries .....	9
6.08 Dispute Resolution.....	9
6.09 Environmental Condition of Site.....	10
6.10 Indemnification and Mutual Waiver .....	10
6.11 Miscellaneous Provisions .....	11
ARTICLE 7 – DEFINITIONS .....	12
7.01 Defined Terms .....	12
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	15
8.01 Exhibits Included .....	15
8.02 Total Agreement .....	15
8.03 Designated Representatives .....	16
8.04 Engineer's Certifications.....	16



ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

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

THIS IS AN AGREEMENT effective as of May 27, 2011 ("Effective Date") between

CITY OF WASHINGTON ("Owner") and

RIVERS AND ASSOCIATES, INC. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

MAIN & RESPESS PUMP STATION ("Project").

Engineer's services under this Agreement are generally identified as follows:

Preliminary Engineering Report, Bidding, Construction Contract Administration, and Construction Observation for Replacement of the Existing Pump Station.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and regulations.
  - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) or C-710 2002 Edition unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension:
  - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
  - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

#### 6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
  6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit – *not included*.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability – *not included*.
- J. Exhibit J, Special Provisions – *reserved for future use*.
- K. Exhibit K, Amendment to Owner-Engineer Agreement – *reserved for future use*.

### 8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

CITY OF WASHINGTON

By (Signature): \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

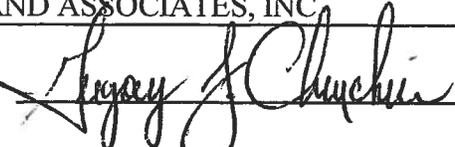
Name: \_\_\_\_\_

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

(SEAL)

Engineer:

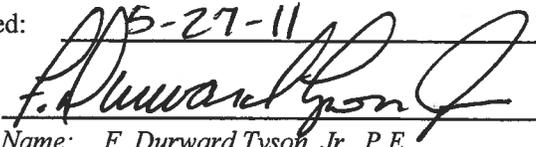
RIVERS AND ASSOCIATES, INC

By (Signature): 

Typed Name: Gregory J. Churchill, P.E.

Title: Vice President

Date Signed: 05-27-11

Attest: 

Name: F. Durward Tyson, Jr., P.E.

Title: Secretary

(SEAL)

Address for giving notices:

102 East 2<sup>nd</sup> Street

P.O. Box 1988

Washington, NC 27889

Address for giving notices:

107 East Second Street

P.O. Box 929

Greenville, NC 27858 (street) or 27835 (P.O. Box)

Designated Representative (Paragraph 8.03.A):

Allen Lewis, P.E.

Title: Public Works Director

Phone Number: (252) 975-9332

Facsimile Number: (252) 975-6461

E-Mail Address: \_\_\_\_\_

Designated Representative (Paragraph 8.03.A):

M. Blaine Humphrey, P.E.

Title: Project Manager

Phone Number: (252) 752-4135

Facsimile Number: (252) 752-3974

E-Mail Address: bhumphrey@riversandassociates.com

Engineer License or Firm's Certificate No. F-0334

State of: North Carolina

**This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act.**

By (Signature): \_\_\_\_\_

Typed Name: \_\_\_\_\_

*Finance Officer*

Date: \_\_\_\_\_

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 27, 2011.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 Study and Report Phase – NOT APPLICABLE.**

##### **A. Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate [*insert specific number or list here*] alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: [*here list any such tasks or deliverables*]
7. Furnish \_\_\_ review copies of the Report and any other deliverables to Owner within \_\_\_ calendar days of the Effective Date and review it with Owner. Within \_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish \_\_\_ copies of the revised Report and any other deliverables to the Owner within \_\_\_ calendar days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase – NOT APPLICABLE.*

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: [here list any such tasks or deliverables]

6. Furnish \_\_\_ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within \_\_\_ calendar days of authorization to proceed with this phase, and review them with Owner. Within \_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner \_\_\_ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within \_\_\_ calendar days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase – NOT APPLICABLE.*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
  3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
  4. Perform or provide the following additional Final Design Phase tasks or deliverables: [here list any such tasks or deliverables]
  5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within \_\_\_ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
  6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit \_\_\_ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within \_\_\_ calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is \_\_\_\_\_. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
  2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
  3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
  4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
  5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
  6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
  7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: **NOT APPLICABLE.**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's

instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selecting Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
4. *Pre-Construction Conference*: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents

and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified

indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor

has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
  17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
  18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: **NOT APPLICABLE.**
  19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase – NOT APPLICABLE.*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
  2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
  3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:  
**NOT APPLICABLE.**
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

**PART 2 – ADDITIONAL SERVICES**

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more **than one** prime construction contracts. ~~than specified in Paragraph A1.03.D.~~
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.

18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
  1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective,

- neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
  6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
  7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
  8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
  9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
- 10. Services in conjunction with post-construction/warranty work.**

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 27, 2011.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: - **NOT APPLICABLE.**

This is **EXHIBIT C**, consisting of 9 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated May 27, 2011.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

*C2.01.1 Compensation for Basic Services (other than Resident Project Representative) -Lump Sum Method of Payment – NOT APPLICABLE*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ N/A based on the following estimated distribution of compensation:
  - a. Study and Report Phase \$ NA
  - b. Preliminary Design Phase \$ NA
  - c. Final Design Phase \$ NA
  - d. Bidding and Negotiating Phase \$ NA
  - e. Construction Phase \$ NA
  - f. Post-Construction Phase \$ NA
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding N/A months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

*C2.01.2 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants' charges, if any.
2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1 ~~and 2~~.

3. The total compensation for services under Paragraph C2.01 is estimated to be \$ 85,000.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ <u>N/A</u>
b. Preliminary Design Phase	\$ <u>N/A</u>
c. Final Design Phase	\$ <u>N/A</u>
d. Bidding or Negotiating Phase	\$ <u>32,000.00</u>
e. Construction Phase	\$ <u>53,000.00</u>
f. Post-Construction Phase	\$ <u>N/A</u>

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
5. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer’s Consultants' charges.
6. The amounts billed for Engineer’s services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer’s Consultants' charges.

7. The Standard Hourly Rates and Reimbursable Expenses Schedule ~~will~~ **may** be adjusted annually (~~as of~~     ) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.15.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. **The total estimated compensation for Basic Services is based on the Scope of Work and tasks outlined in Appendix 2.**

D. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET RPR-2:**  
**Resident Project Representative – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

*C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates  
Method of Payment*

*A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is estimated to be \$ 55,000.00 based upon full-time (**eight-hour workday**) and part-time (**four-hour workday**) RPR services on an ~~(eight hour)~~ workday, Monday through Friday, over a 180 day construction schedule.

*B. Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include **expenses** incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule ~~will~~ **may** be adjusted annually (~~as of~~     ) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
  - c. **The total estimated compensation for Resident Project Representative services is based on the Scope of Work and tasks outlined in Appendix 2.**
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule ~~will~~ **may** be adjusted annually (~~as of~~     ) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment For Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 27, 2011.

**Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

*D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be

corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
  - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 27, 2011.

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NOTICE OF ACCEPTABILITY OF WORK

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PROJECT: MAIN & RESPESS PUMP STATION

OWNER: CITY OF WASHINGTON

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: RIVERS AND ASSOCIATES, INC.

NOTICE DATE:

---

To: \_\_\_\_\_  
Owner

And To: \_\_\_\_\_  
Contractor

From: \_\_\_\_\_  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the terms and conditions set forth in this Notice.

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_

## CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 27, 2011.

**Insurance**

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Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- |  |                     |
|--|---------------------|
| a. Workers' Compensation:  | Statutory           |
| b. Employer's Liability --   |                     |
| 1) Each Accident:  | \$ <u>100,000</u>   |
| 2) Disease, Policy Limit:  | \$ <u>500,000</u>   |
| 3) Disease, Each Employee:   | \$ <u>100,000</u>   |
| c. General Liability --  |                     |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$ <u>1,000,000</u> |
| 2) General Aggregate:  | \$ <u>2,000,000</u> |
| d. Excess or Umbrella Liability --   |                     |
| 1) Each Occurrence:  | \$ <u>2,000,000</u> |
| 2) General Aggregate:  | \$ <u>2,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): |                     |
| Each Accident  | \$ <u>1,000,000</u> |
| f. Professional Liability --   |                     |
| 1) Each Claim Made   | \$ <u>2,000,000</u> |
| 2) Annual Aggregate  | \$ <u>2,000,000</u> |
| g. Other (specify):  | \$ _____            |

2. By Owner:

- |  |                     |
|--|---------------------|
| a. Workers' Compensation:  | Statutory           |
| b. Employer's Liability --   |                     |
| 1) Each Accident   | \$ <u>100,000</u>   |
| 2) Disease, Policy Limit   | \$ <u>500,000</u>   |
| 3) Disease, Each Employee  | \$ <u>100,000</u>   |
| c. General Liability --  |                     |
| 1) General Aggregate:  | \$ <u>2,000,000</u> |
| 2) Each Occurrence (Bodily Injury and Property Damage):                              | \$ <u>1,000,000</u> |
| d. Excess Umbrella Liability --  |                     |
| 1) Each Occurrence:  | \$ <u>2,000,000</u> |
| 2) General Aggregate:  | \$ <u>2,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): |                     |
| Each Accident:   | \$ <u>1,000,000</u> |
| f. Other (specify):  | \$ _____            |

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

- a. RIVERS AND ASSOCIATES, INC.  
Engineer
  
- b. DIBBLE & PLEDGER, INC.  
Engineer's Consultant
  
- c. DIXON ASSOCIATES  
Engineer's Consultant

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
  
- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 27, 2011.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### *H6.08 Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **someone mutually agreeable to Owner and Engineer**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**APPENDIX 1**  
**RIVERS AND ASSOCIATES, INC.**  
**STANDARD RATES**  
Effective April 12, 2008

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$165.00
Sr. Project Manager	\$155.00
Project Manager II	\$140.00
Project Manager I	\$130.00
Project Engineer II	\$120.00
Project Engineer I	\$105.00
Design Engineer II	\$95.00
Design Engineer I	\$85.00
Landscape Architect	\$100.00
Landscape Designer	\$90.00
Project Planner I	\$90.00
Planner II	\$80.00
Planner I	\$70.00
Designer IV	\$115.00
Designer III	\$105.00
Designer II	\$90.00
Designer I	\$75.00
CAD Technician III	\$70.00
CAD Technician II	\$65.00
CAD Technician I	\$60.00
Project Surveyor II	\$105.00
Project Surveyor I	\$90.00
Party Chief III	\$80.00
Party Chief II	\$60.00
Party Chief I	\$55.00
Surveyor Technician II	\$50.00
Surveyor Technician I	\$45.00
1-Man Robotic II	\$135.00
1-Man Robotic I	\$100.00
Resident Project Representative III	\$85.00
Resident Project Representative II	\$70.00
Resident Project Representative I	\$60.00
Intern Tech	\$35.00
Administrative Assistant	\$65.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expenses	Cost

**APPENDIX 2**  
**CITY OF WASHINGTON**  
**MAIN & RESPESS**  
**SCOPE OF WORK BREAKDOWN**

**A. BIDDING/NEGOTIATIONS**

- 1. Revisions for Historic Commission: \$5,000 Est.**
  - i. Modifications and coordination to plans & specifications for compliance with Historical Commission comments.
- 2. Revisions for CG&L: \$5,300 Est.**
  - i. Submittal package revisions for approval by CG&L
- 3. Advertising: \$3,500 Est.**
  - i. Preparation/Submittal/Coordination of advertisement with newspaper, AGC plan rooms, Owner, etc.
  - ii. Reproduction and delivery of plans & specs to potential bidders, suppliers, etc.
- 4. Bidder Inquiries: \$6,700 Est.**
  - i. Answering Bidder, subcontractor, and supplier questions
  - ii. Reviewing "or equal" submittals
- 5. Pre-Bid Meeting: \$2,000 Est.**
  - i. Preparation of agenda for meeting
  - ii. Attend/conduct meeting
  - iii. Prepare and distribute minutes of meeting
- 6. Addenda: \$4,000 Est.**
  - i. Compile and distribute addenda (min. two) with plan & spec modifications
- 7. Bid Opening/Bid Tab: \$2,000 Est.**
  - i. Preparation for Bid opening
  - ii. Attend/Conduct Bid opening
  - iii. Prepare Bid Summary sheet and Bid Tabulation
- 8. Recommendation of Award/Contract Prep/NTP \$2,700 Est.**
  - i. Review Bids for recommendation
  - ii. Prepare and disseminate Notice of Award Documents
  - iii. Prepare Contract Documents for execution by Owner and Contractor
  - iv. Coordinate Contract delivery and execution

- v. Review Minority Business Enterprise (MBE) information
- vi. Issue Notice to Proceed

**Subtotal** **\$32,000 Est.**

**B. CONSTRUCTION CONTRACT ADMINISTRATION (24 Weeks)**

- 1. Pre-Construction Conference:** **\$2,000 Est.**
  - i. Prepare agenda for conference
  - ii. Issue invitations to interested parties
  - iii. Attend/Conduct conference
  - iv. Prepare and distribute minutes of conference
- 2. Shop Drawings:** **\$8,000 Est.**
  - i. Review/Approve/Disapprove/Return shop drawing submittals
  - ii. Distribute shop drawings to all parties
  - iii. O&M manuals Coordination/Review/Approval/Distribution
- 3. Progress Meeting & Site Visits:** **\$11,000 Est.**
  - i. Preparation for monthly progress meetings
  - ii. Attend/Conduct monthly progress meetings
  - iii. Prepare minutes of meetings
  - iv. Additional site visits/inspections by PE
- 4. Pay Requests:** **\$4,300 Est.**
  - i. Review/Revise/Process/Distribute Contractor's Applications for Payment
- 5. Contractor/Inspector Questions:** **\$13,000 Est.**
  - i. Answer Contractor/Subcontractor/Supplier questions
  - ii. Respond to Requests for Information (RFI's)
  - iii. Answer Inspector questions for construction requirements
- 6. Change Orders:** **\$4,000 Est.**
  - i. Compile/Process/Distribute any Change Orders, Work Change Directives, or Field Orders encountered during the Project
- 7. Final Adjusting Change Order:** **\$2,000 Est.**
  - i. Compile/Process/Distribute Final Adjusting Change Order for Project

<b>8. Final Inspection/Engineer Certification</b>	<b>\$2,500 Est.</b>
i. Preparation of Preliminary and Final Punch Lists	
ii. Site visit by PE for Final Inspection	
iii. Compile/Submit Final Engineering Certification for Project	
iv. Close-out of Project/Documentation	
<b>9. Record Drawings:</b>	<b><u>\$6,200 Est.</u></b>
i. Preparation of As-Builts by Draftsman based on Contractor's record information	
ii. Reproduction and delviery of Record Drawings to Owner	
<b>Subtotal</b>	<b>\$53,000 Est.</b>
<b>C. CONSTRUCTION OBSERVATION</b>	
<b>1. Inspection Full-Time (8 Weeks):</b>	<b>\$27,700 Est.</b>
<b>2. Inspection Part-Time (16 Weeks):</b>	<b><u>\$27,300 Est.</u></b>
<b>Subtotal</b>	<b>\$55,000 Est.</b>
<b>D. ADDITIONAL SERVICES</b>	
<b>1. PER/ Grants &amp; Loans Assistance:</b>	<b>\$15,000 Est.</b>
i. Preparation and revisions to Preliminary Engineering Report to meet CG&L requirements	
ii. Any additional funding assistance	
iii. Preparation of reimbursement requests for Owner	
<b>2. Permitting:</b>	<b><u>\$3,500 Est.</u></b>
i. Services associated with any additional permitting	
<b>Subtotal</b>	<b>\$18,500 Est.</b>
<hr/> <b>ESTIMATED TOTAL BASED ON HOURLY RATES:</b>	<b>\$158,500 Est.</b>



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

---

**To:** Mayor Jennings & Members of the City Council  
**From:** Keith Hardt, P.E., Electric Director *KH*  
**Date:** 2 June 2011  
**Subject:** Adopt Electric Rate Schedules  
**Applicant Presentation:**  
**Staff Presentation:** Keith Hardt, P.E., Electric Director

### RECOMMENDATION

I move that the City Council adopt the amended Residential Electric Service Schedule RS1/RS3 and adopt the new Residential Electric Service Schedule RT1/RT3 to be effective for electric service billed on or after 1 July 2011.

### BACKGROUND AND FINDINGS

During the fiscal year 2011-12 budget discussion in May the City Council directed staff to amend the existing Residential Electric Service Schedule for electric service to include electric service delivered only to residential customers located outside the corporate limits of the City of Washington to be billed on or after 1 July 2011 at the same billing determinants as those determinants prior to 1 July 2011

In addition, the City Council directed staff to develop a new Residential Electric Service Schedule to reflect a 5% reduction in current billing determinants for electric service to include electric service delivered only to residential customers located within the corporate limits of the City of Washington for electric service billed on or after 1 July 2011.

The reduction in electric sales revenue of \$348,286 associated with this rate adjustment has been included in the proposed Electric Fund fiscal year budget for 2011-12.

### PREVIOUS LEGISLATIVE ACTION

None.

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City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
City Manager Review: *OTC* Concur June 13, 2011 Recommendation Denial \_\_\_\_\_ No Recommendation 68-11 Date  
Page 255 of 336

**FISCAL IMPACT**

Currently Budgeted for FY 2011-12 (Account 35-90-3710-5100)

Requires additional appropriation

No Fiscal Impact

**SUPPORTING DOCUMENTS**

Proposed Amended Residential Electric Service Schedule RS1/RS3

Proposed New Residential Electric Service Schedule RT1/RT3

Annual Revenue Impact from Rate Reduction

WASHINGTON ELECTRIC UTILITIES  
Washington, North Carolina

Residential Service - Outside Corporate Limits  
(Schedule RS1 / RS3)

AVAILABILITY

Service under this Schedule is available for separately metered and billed supply of electricity to single family residences, including residential farms where the farm uses are not taken through a separate meter, and common area residential lighting strictly used for residence owned decorative or security lighting for electric service delivered to premises located outside the corporate limits of the City of Washington.

This Schedule is not available for (a) individual motors rated over 15 hp, (b) commercial use as in hotels, schools, institutions, public inns, motels, auto courts, tourist camps, trailer camps, and commercial, roadway, or billboard decorative and security lighting, (c) separately metered accessory buildings or equipment on residential property not suitable for residential use (other than small storage buildings expressly used for lawn and garden supplies and equipment), or (d) bulk barns and other seasonal high use facilities.

TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, two or three wire service or three-phase three wire or four wire service at standard voltages of 240 volts or less are available under this Schedule.

MONTHLY RATE

Customer Charge:

Single Phase	\$ 8.97 per month
Three Phase	\$ 18.71 per month

Energy Charge:

All kWh	\$ 0.132379 per kWh
---------	---------------------

WHOLESALE POWER COST ADJUSTMENT

All kilowatt-hours billed under this Schedule will be subject to Wholesale Power Cost Adjustments, if any, to recover wholesale power costs fully.

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

CONTRACT PERIOD

Open Order.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the City of Washington contained in the City Code of Ordinances.

Meters may be read in units of 10 kWh and bills rendered accordingly.

WASHINGTON ELECTRIC UTILITIES  
Washington, North Carolina

Residential Service - Inside Corporate Limits  
(Schedule RT1 / RT3)

AVAILABILITY

Service under this Schedule is available for separately metered and billed supply of electricity to single family residences, including residential farms where the farm uses are not taken through a separate meter, and common area residential lighting strictly used for residence owned decorative or security lighting for electric service delivered to premises located within the corporate limits of the City of Washington.

This Schedule is not available for (a) individual motors rated over 15 hp, (b) commercial use as in hotels, schools, institutions, public inns, motels, auto courts, tourist camps, trailer camps, and commercial, roadway, or billboard decorative and security lighting, (c) separately metered accessory buildings or equipment on residential property not suitable for residential use (other than small storage buildings expressly used for lawn and garden supplies and equipment), or (d) bulk barns and other seasonal high use facilities.

TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, two or three wire service or three-phase three wire or four wire service at standard voltages of 240 volts or less are available under this Schedule.

MONTHLY RATE

Customer Charge:

Single Phase	\$ 8.54 per month
Three Phase	\$ 17.82 per month

Energy Charge:

All kWh	\$ 0.126075 per kWh
---------	---------------------

WHOLESALE POWER COST ADJUSTMENT

All kilowatt-hours billed under this Schedule will be subject to Wholesale Power Cost Adjustments, if any, to recover wholesale power costs fully.

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

CONTRACT PERIOD

Open Order.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the City of Washington contained in the City Code of Ordinances.

Meters may be read in units of 10 kWh and bills rendered accordingly.

Annual Revenue Impact from 1.0¢/kWh or 5% Rate Reduction on Customer Classes

Residential

Revenue Inside City Limits	\$6,965,716
1.0 ¢/kWh Reduction	\$495,905
5% Reduction	\$348,286
Revenue Outside City Limits	\$13,286,969
1.0 ¢/kWh Reduction	\$945,906
5% Reduction	\$664,348
Total Residential Revenue	\$20,252,685
1.0 ¢/kWh Reduction Total	\$1,441,811
5% Reduction Total	\$1,012,634
Average Monthly Retail Billing per Residential Customer	\$153.27
Average Monthly Savings from 1.0 ¢/kWh Reduction	\$10.91
Average Monthly Savings from 5% Reduction	\$7.66

Non-Residential

Revenue Inside City Limits	\$10,993,890
1.0 ¢/kWh Reduction	\$1,709,944
5% Reduction	\$549,694
Revenue Outside City Limits	\$6,693,751
1.0 ¢/kWh Reduction	\$515,554
5% Reduction	\$334,688
Total Non-Residential Revenue	\$17,687,640
1.0 ¢/kWh Reduction Total	\$2,225,498
5% Reduction Total	\$884,382

All Rate Classes

Total Non-Residential Revenue	\$37,940,325
1.0 ¢/kWh Reduction Total	\$3,667,309
5% Reduction Total	\$1,897,016



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Jennings & Members of the City Council  
**From:** Philip Mobley, Recreation Director *PWM*  
**Date:** June 13, 2011  
**Subject:** Approve and authorize the City Manger to execute a change order for Phase I Festival Park to WIMCO for a new contract amount of \$126,910.45.

**Applicant Presentation:** N/A  
**Staff Presentation:** Philip Mobley

**RECOMMENDATION:**

I move City Council approve and authorize the City Manager to execute a Change Order in the amount of \$1,210.45 to WIMCO for a new contract amount of \$126,910.45.

**BACKGROUND AND FINDINGS:**

The Festival Park Planning Committee asked Mark Smith, Project Architect, to review the need for additional electrical outlets for stage lighting at the light bar. This change is now being recommended at a cost of \$861.30. A second review was done for the removal and reinstallation of storm pipes at the performance stage to allow for drainage of excess ground water. This recommended change totals \$349.15. We believe that the \$1,210.45 cost of the two change orders can be absorbed in the current construction line item budget and are not recommending an appropriation of contingency at this time.

Original Contract Price	\$ 125,700.00
Change Order	<u>1,210.45</u>
New Contract Price	\$ 126,910.45

**PREVIOUS LEGISLATIVE ACTION**

Contract approved April 11, 2011.

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Change order

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**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** \_\_\_\_\_ Concur \_\_\_\_\_ Recommend Denial pre No Recommendation  
6-8-11 Date

**CHANGE ORDER**

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

PROJECT: Festival Park Phase 1  
(name, address) Water Street  
Washington, N C

CHANGE ORDER NUMBER: G-1  
DATE: 5-25-2011  
ARCHITECT'S PROJECT NO:  
CONTRACT DATE:  
CONTRACT FOR: General Construction

TO CONTRACTOR: WIMCO Inc  
(name, address) P O Box 121  
Washington, NC 27889

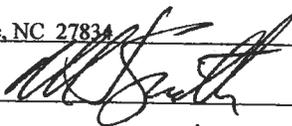
The Contract is changed as follows:

Revise Storm Pipe installation	\$ 349.15
Add electrical outlets for stage lighting	\$ 861.30
<b>TOTAL ADD</b>	<b>\$1,210.45</b>

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 125,700.00  
 Net change by previously authorized Change Orders \$ 0.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 125,700.00  
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)  
 (~~unchanged~~) by this Change Order in the amount of \$ 1,210.45  
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$ 126,910.45  
 The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by ( ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Mark Smith Architect ARCHITECT	WIMCO Inc OWNER	City of Washington
2020-A Cambria Dr Address	P O Box 121 Address	PO Box 1988 Address
Greenville, NC 27834	Washington, NC 27889	Washington, N C 27889
BY 	BY _____	BY _____
DATE 5-26-11	DATE _____	DATE _____

AIA DOCUMENT G701 ° CHANGE ORDER ° 1987 EDITION ° AIA ° 1987

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G701-1987



**WIMCO Corp**  
 PO BOX 121  
 WASHINGTON, N.C. 27889  
 2533 W. 5<sup>TH</sup> STREET (Shipping)  
 PHONE: (252) 946-5175 FAX: (252) 946-4943  
 www.wimcocorp.com

**LICENSES**  
 NC 3478  
 DE 2004211758  
 SC 106042  
 VA 2701038566  
 WV WV033082  
 MD 30778033  
 GA GCQA002420

## Change Order Request

City of Washington Parks  
 310 W. Main Street  
 Suite 200  
 Washington, NC 278891988

**COR Number:** 1  
**Date:** 04/11/2011  
**Project Number:** 1688  
**Project Name:** Festival Park

Attn: Philip Mobley

**Title of Change:** Additional Light Bar Receptacle

**Who requested this Change? :** Architect

**Detailed Description of Change:**  
 Add receptacles and circuits to the stage for the additional light bar.

**Extension Days Requested:**

**Cost of Work:** **\$861.30**

Line Number	Description	Days	Amount
1	Additional Light Bar Receptacle		783.00
	Coastline Elect. Const.,		
900000001	GC Fee (10%)		78.30

**\$861.30**

**General Contractor:** WIMCO CORP

**Owner:** City of Washington Parks  
 Philip Mobley

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# **CEC** COASTLINE ELECTRICAL CONSTRUCTION INC.

P.O. Box 7105 \* 1838 Progress Rd. \* Greenville, NC 27835  
(252) 758-9900 Fax (252) 758-0918

## **Change Order Quotation**

**Date:** 5/2/2011

**TO:** Wimco Corp.

**Attention:** Jim/ Donald

**FROM:** Joseph Torrance

**RE:** Washington Festival Park CO #1

Change Order #1 Total.....	<u>\$783.00</u>
1. Labor.....	\$462.00
2. Material.....	\$321.00
3. Add 4 receptacles & circuits to the stage for the additional light bar.	

Please Call with any Questions.  
Quotation Valid For 30 Days

Job ID: WASHINGTON FESTIVAL PARK PHASE 1-000001  
 Project: festival park ph 1



CO: additional light bar receptacle

### Summary Item Number Report

Vendor: MAYER

Labor Level: CEC

5/2/2011 9:48:51PM

Item	Description	Size	Q/M	Quantity	U/M	Mat Units	Mat Result	Labor Units	Labor Result	Quote Units	Quote Result
7031	THHN/THWN CU (SOL)	12	M	300	FT	0.1307	39.220	0.0051	1.530		
7310	STL MC CABLE W/G	12/3	M	40	FT	0.8403	33.812	0.0298	1.190		
10075	WIRE-NUT MED - RED #18 to 8	MAX 5 #12	M	8	EA	0.1318	1.054	0.0340	0.272		
11301	BX/MC 2-SCR SINGLE STR-CONNECTOR	1/2	M	4	EA	0.5244	2.097	0.1530	0.612		
14016	DUPLEX GFCI RECEPTACLE	20A	M	4	EA	11.7088	46.835	0.2975	1.190		
14557	1G WP GFCI PLATE -IN USE	HORIZ	M	4	EA	24.7720	99.088	0.1700	0.680		
15428	1G ALUM WP (BELL) BOX W/ 3 x 3/4" HUBS	2-5/8" DEEP 21.3-CI	M	4	EA	8.6433	34.573	0.5100	2.040		
16164	FLAT WASHER (PLT)	#10	M	26	EA	0.0130	0.338	0.0010	0.027		
16559	TEK SCREW	#10 x 1"	M	26	EA	0.0378	0.983	0.0204	0.530		
50143	DRILL HOLE	1/8	M	26	EA	0.0000	0.000	0.1083	2.783		
<b>Phase Totals:</b>							<b>\$257.80</b>		<b>10.83</b>		<b>\$0.00</b>
<b>Job Totals:</b>							<b>\$257.80</b>		<b>10.83</b>		<b>\$0.00</b>

Coastline Electrical Construction, Inc.

1838 Progress Rd.  
 P.O. Box 7105

Greenville, NC 27834

Phone: 252-758-9900

Fax: 252-758-0918

ConEst Software Systems

Job ID: WASHINGTON FESTIVAL PARK PHASE 1-000001  
 Project: festival park ph 1



CO: additional light bar receptacle

**Bid Top Sheet Report**

Vendor: **MAYER**

Labor Level: **CEC**

5/2/2011 9:47:31PM

Tax Rate status: Default

Bid Name: DEFAULT BID

Bid Template: CEC BASIC (EXPANDED O&P) V5

Description	Column 1	Column 2
DIRECT LABOR HRS	10.83	
DIRECT LABOR DOLLARS		401.92
INDIRECT LABOR HRS		
INDIRECT LABOR DOLLARS		
LABOR TAX		
MATERIAL DOLLARS		257.80
QUOTES DOLLARS		
MATERIAL & QUOTE TAX		20.62
DJC		
SUBCONTRACTS TOTAL		
EQUIPMENT TOTAL		
EQUIP/SUB CONTRACT TAX		
OVERHEAD TOTAL		
PROFIT TOTAL	15.00	102.05
MISC TOTAL		

**Bid Total: 782.40**

Coastline Electrical Construction, Inc. 1838 Progress Rd.  
 P.O. Box 7105

Greenville, NC 27834

Phone: 252-758-9900

Fax: 252-758-0918

ConEst Software Systems



WIMCO Corp  
 PO BOX 121  
 WASHINGTON, N.C. 27889  
 2533 W. 5<sup>TH</sup> STREET (Shipping)  
 PHONE: (252) 946-5175 FAX: (252) 946-4943  
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**LICENSES**  
 NC 3478  
 DE 2004211758  
 SC 106042  
 VA 2701038566  
 WV WV033082  
 MD 30778033  
 GA GCQA002420

## Change Order Request

City of Washington Parks  
 310 W. Main Street  
 Suite 200  
 Washington, NC 278891988

**COR Number:** 2  
**Date:** 05/10/2011  
**Project Number:** 1688  
**Project Name:** Festival Park

Attn: Philip Mobley

**Title of Change:** Rework RCP Extension

**Who requested this Change? :** Architect

**Detailed Description of Change:**  
 To cut new RCP flush with the walls.

**Extension Days Requested:**

**Cost of Work:** **\$349.15**

Line Number	Description	Days	Amount
1	Fastenal Inv#NCGRN46853 Material & Tax WIMCO CORP		182.41
2	WIMCO Labor: 1 Man, 3 Hours WIMCO CORP		135.00
900000001	GC Fee (10%)		31.74

**\$349.15**

**General Contractor:** WIMCO CORP

**Owner:** City of Washington Parks  
 Philip Mobley

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Remit to  
Fastenal Company  
P.O. Box 1286  
Winona, MN 55987-1286

**INVOICE**

Page 1 of 1

Cust. No. NCGRN0463  
Cust. P.O.  
Job No. 1672  
Contract No.

For billing questions  
1510 West 5th Street  
WASHINGTON, NC 27889  
United States  
Phone (252)948-4727  
Fax (252)948-4728

Date  
04/20/2011

Invoice No.  
NCGRN46853

Due Date  
05/20/2011

Invoice Total  
182.41 USD

Sold To

WIMCO  
PO BOX 121  
WASHINGTON, NC 27889-0121

Ship To  
Picked up at branch  
1510 West 5th Street  
WASHINGTON, NC 27889

This Order and Document is subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

Line No	Quantity Ordered	Quantity Shipped	Quantity Backordered	Description	Control No.	Part No.	Price / Hundred	Amount
1	1	1	0	14°FMP1000DiamondBld	200031785	0203663	9,046.5500	90.47 T
2	2	2	0	14x1/8x1 T1 Wheel- M	N030911	0826978	1,667.7000	33.35 T
3	1	1	0	3 Pc AdjstWrnchSet	KDTOOL	0223543	4,546.6500	45.47 T

Received By

Tax Exemption

Comments

Contact: Donald Bundy

Subtotal	169.29
Shipping & Handling	0.00
NC State Tax	9.73
County Tax	3.39
City Tax	0.00
<b>Total</b>	<b>182.41</b>

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

No materials accepted for return without our permission. All discrepancies must be reported within 10 days.

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

**Please pay from this invoice.**

Invoice: NCGRN46853 Cust: NCGRN0463



**WIMCO CORP**  
 PO BOX 121  
 WASHINGTON, NC 27889  
 2533 W. 5<sup>TH</sup> STREET (shipping)  
 PHONE: (252) 946-5175  
 FAX: (252)946-4943  
[www.wimcocorp.com](http://www.wimcocorp.com)

LICENSE  
 NC 3478  
 SC 106042  
 VA 2701038666  
 WV 033082  
 MD 30778033  
 GA GCQA002420

## WIMCO LABOR RATE SHEET

Job: 1688 - Festival Park Washington, NC  
 Change Order: # 2 - Rework RCP Extension  
 Date: 5/10/2011

Type	Rate per Hour	Hours Worked	Total
Superintendent	\$ 45.00	3	\$ 135.00
Foreman	\$ 22.50	0	\$ -
<b>TOTAL</b>		<b>3</b>	<b>\$ 135.00</b>



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** Philip Mobley, Recreation Director  
**Date:** June 13, 2011  
**Subject:** Approve and authorize the City Manger to execute a change order for the 2008 BIG-P dock contract in the amount of (\$24,500) to TD Eure for a new contract amount of \$329,900.

**Applicant Presentation:** N/A  
**Staff Presentation:** Philip Mobley

**RECOMMENDATION:**

I move City Council approve and authorize the City Manager to execute a change order in the amount of (\$24,500) for the 2008 BIG-P dock contract with TD Eure for a reduced new contract amount of \$329,900.

**BACKGROUND AND FINDINGS:**

Bill Forman, the Bay Design Group Project Engineer and I met with the TD Eure Contractor on the 2008 BIG-P dock project. We discussed and are recommending removing Add Alternate 1 (\$22,000), the removal and disposal of approximately 2450 sq. ft. of treated timber decking on Docks A & B and replace it with 2 x 8 treated timber decking. We likewise recommend deleting Add Alternate 2 (\$2,500), the removal of existing utility pedestals on Docks A & B and resurfacing of fiberglass gel coat with marine paint products.

The purpose of this change order is to change the project scope of work and reduce the contract price. The Engineer and the Contractor agree with this reduction in scope of work.

Original Contract Price	\$ 354,400
Change Order reductions	( 24,500)
New Contract Price	\$ 329,900

The \$24,500 savings realized by the above change order will be used to cover additional expenses associated with the mobilization and geotechnical investigation.

**PREVIOUS LEGISLATIVE ACTION**

Contract approved April 11, 2011.

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Change order

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City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
City Manager Review: \_\_\_\_\_ Concur \_\_\_\_\_ Recommend Denial DR No Recommendation 6-8-11 Date June 13, 2011

# CHANGE ORDER

No. 1

DATE OF ISSUANCE May 31, 2011

EFFECTIVE DATE May 31, 2011

OWNER City of Washington, Parks and Recreation Department

CONTRACTOR T. D. Eure Construction Company

Contract: N/A

Project: Washington Marina – Phase 3, Washington, North Carolina

OWNER's Contract No. \_\_\_\_\_

ENGINEER's Contract No. 10121

ENGINEER Bay Design Group, P.C.

You are directed to make the following changes in the Contract Documents:

Description: Change to the Scope of the project and Total Contract Price by deleting the work included in Add Alternate 1 and Add Alternate 2, defined as follows:

Add Alternate 1 – Removal and disposal of approximately 2450 square feet of treated timber decking on Docks A and B and replacement with 2 x 8 treated timber decking.

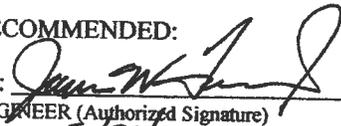
Add alternate 2 – Remove existing utility pedestals on Docks A and B and resurface fiberglass gel coat with marine paint products.

Reason for Change Order: Purpose of this change order is to change project Scope of Work and reduce the Contract Price.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price <u>\$354,400.00</u>	Original Contract Times: Substantial Completion: Ready for final payment: <u>No change</u> (days or dates)
Net Increase (Decrease) from previous Change Orders No. ___ to ___: <u>\$0.00</u>	Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: <u>No change</u> Ready for final payment: <u>No change</u> (days)
Contract Price prior to this Change Order: <u>\$354,400</u>	Contract Times prior to this Change Order: Substantial Completion: <u>No change</u> Ready for final payment <u>No change</u> (days or dates)
Net <del>increase</del> decrease of this Change Order: <u>\$22,000.00 - Add Alternate 1</u> <u>\$2,500 - Add Alternate 2</u>	Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price with all approved Change Orders: <u>\$329,900</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>No change</u> Ready for final payment <u>No change</u> (days or dates)

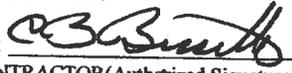
RECOMMENDED:

By:   
ENGINEER (Authorized Signature)  
Date: 5/31/2011

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:

By:   
CONTRACTOR (Authorized Signature)  
Date: 5/31/11



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Jennings & Members of the City Council  
**From:** John Rodman, Planning & Development  
**Date:** June 2, 2011  
**Subject:** Ordinance: Adopt an ordinance to condemn as unsafe the structure located at 603/605 Park Drive and award the demolition contract

**Applicant Presentation:** N/A  
**Staff Presentation:** John Rodman, Planning and Development  
 Allen Pittman, Senior Building Official

**RECOMMENDATION:**

***Motion A:***

I move that the City Council adopt the ordinance condemning the structure located at 603/605 Park Drive as unsafe and demolish and remove the structure and fill material.

***Motion B:***

I move that the City award the demolition contract to the lowest responsible bidder, T.J.'s Marine Construction LLC , in the amount of five thousand dollars paid to the City (-\$5,000).

**BACKGROUND AND FINDINGS:**

The governing body of the City may adopt and enforce ordinances relating to nonresidential buildings or structures that fail to meet minimum standards of maintenance, sanitation, and safety. The minimum standards address conditions that are dangerous and injurious to public health, safety and welfare and identify circumstances under which a public necessity exists for the repair, closing or demolition of such buildings or structures.

If after a notice and hearing the Code Official determines that the property has not been properly maintained and failed to meet minimum standards an order is issued to require the owner to demolish and remove the building or structure.

The owner (s) of the subject property has failed to respond to the request by the Senior Building Inspector to bring the structure into compliance. Therefore, it is recommended that an Ordinance be adopted to remove the structure and fill material located at 603/605 Park Drive.

**PREVIOUS LEGISLATIVE ACTION**

Complaint:	1/30/11	Order to Demolish:	3/02/11 (60 days)
Notice of Hearing:	2/01/11	60 days expired:	5/09/11
Hearing:	2/15/11	Notice of Council hearing:	5/16/11

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Ordinance  
Bids Submitted

<b>City Attorney Review:</b>	_____	Date By: _____	(if applicable)
<b>Finance Dept Review:</b>	_____	Date By: _____	(if applicable)
<b>City Manager Review:</b>	<u>ptc</u> Concur _____	Recommend Denial _____	No Recommendation
	<u>6-8-11</u>	Date	

**Bids Submitted:**

T.J.'s Marine Construction LLC	(-\$5,000)	\$5,000 paid to City of Washington
Steve Steiner	(-\$4,000)	\$4,000 paid to City of Washington
St. Clair Trucking, Inc.	(-\$100)	\$100 paid to City of Washington
CC & G Inc.		\$23,900

If the structure is removed or demolished by the City, the City shall sell the usable materials of the building. The City shall credit the proceeds of the sale against the cost of the removal or demolition. Any balance remaining from the sale shall be deposited with the clerk of superior court and shall be disbursed by the court to the person found to be entitled thereto.

**AN ORDINANCE FINDING THAT THE BUILDING AND PROPERTY DESCRIBED  
HEREIN IN THE CITY OF WASHINGTON IS CONDEMNED AS UNSAFE AND  
DIRECTING THAT IT BE DEMOLISHED**

**WHEREAS**, the City Council of the City of Washington finds that the structure and property having an address of 603 and 605 Park Drive, Washington, North Carolina and being owned by Love Faith and Victory Mission, International, Inc. d/b/a/ Love Faith & Victory, Inc. are condemned as, among other things, unsafe pursuant to North Carolina General Statute § 160A-426 and that all applicable statutory provisions have been complied with as a condition of the adoption of this Ordinance.

**WHEREAS**, the structure and the fill material located on said property should be demolished and removed as directed by the Senior Building Official for, among other things, the reasons stated by the Senior Building Official in his February 15, 2011 Notice of Decision that was served on the property owner(s).

**WHEREAS**, the owner(s) of the structure and property have been given a reasonable opportunity to bring the structure and property into compliance with the applicable standards of the City Code as well as State statute in accordance with North Carolina General Statute § 160A-426 as well as pursuant to the Order issued by the Senior Building Official in said Notice of Decision.

**WHEREAS**, said owners have failed to comply with said Order.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Washington as follows.

**Section 1.** The Senior Building Official is hereby authorized and directed to proceed to demolish and remove the above described structure and fill material located at 603 and 605 Park Drive in accordance with applicable provisions of the City Code and North Carolina General Statute § 160A-426 *et seq.*

**Section 2.** The cost of the demolition and removal of the structure and fill material shall constitute a lien against the real property upon which the cost was incurred as provided in North Carolina General Statute § 160A-432.

**Section 3.** This Ordinance shall be recorded in the Office of the Register of Deeds of Beaufort County, North Carolina.

This Ordinance shall become effective on this date of adoption June 13, 2011.

\_\_\_\_\_  
N. Archie Jennings, Mayor

Attest:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk



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

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**To:** Mayor Jennings & Members of the City Council  
**From:** Peter T. Connet, Interim City Manager  
**Date:** June 7, 2011  
**Subject:** Interim Agreement for FBO operation – Month to Month extension  
**Applicant Presentation:** N/A  
**Staff Presentation:** Peter T. Connet, Interim City Manager

**RECOMMENDATION:**

I move that Council authorize the Interim City Manager and City Attorney to negotiate, finalize, and enter an Extended Agreement with Tradewind Aviation so long as the final agreement does not require any additional financial obligation from the City and so long as the Extended Agreement is consistent with guidance/direction from the Division of Aviation.

**BACKGROUND AND FINDINGS:**

Negotiations are still underway for arrangements to operate Warren Field Airport upon expiration of the current Lease, License and Managerial Agreement with Tradewind Aviation, LLC on June 30<sup>th</sup>. At this same time, the City also is attempting to determine what direction it needs to take and how to structure any agreements that are related to that direction. In any event, it is unlikely that any new long-term agreement(s) will be finalized prior to June 30, 2011. As a result the City Staff is asking permission to enter into some sort of temporary agreement with Tradewind to bridge the period between the expiration of the current agreement and the implementation of any new agreement(s).

Toward that end, please find attached draft red-line version of a Lease, License and Managerial Agreement Extension (**Extended Agreement**) that would extend, with some revision, the terms of the current agreement on a month to month basis. We had contemplated a 90-day extension, but month to month is the recommendation from FAA, through the Division of Aviation.

It should be noted that the City has received some informal, preliminary feedback from the Division of Aviation. This informal, preliminary feedback contains possible recommendations of letting the current agreement expire; undergoing a public request for proposals process; separating the airport management agreement from all contracts and leases with fixed base operators; and, if a fuel price guarantee is contemplated, requiring the recipient of the guarantee to buy a certain, minimum number of gallons, allowing everyone else to receive the same opportunity, and revising the Rules and Regulations for the Airport to incorporate any such fuel price guarantee.

Staff recommends the granting of a Month to Month extension of the agreement between Tradewind Aviation and the City of Washington while discussions continue between the parties, and the FAA/NC Division of Aviation.

**PREVIOUS LEGISLATIVE ACTION:**

Original FBO Agreement in 2006 and one year extension in 2010.

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

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**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** PTC Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 6-8-11 Date

**NORTH CAROLINA  
BEAUFORT COUNTY**

**THIS LEASE, LICENSE, AND MANAGERIAL AGREEMENT EXTENSION** (“Extended Agreement”) is made effective as of the 1st day of July, 2011, by and between the **CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes, (“City”) and **TRADEWIND AVIATION INTERNATIONAL, LLC**, a North Carolina Limited Liability Company (“Operator”).

**WITNESSETH**

**WHEREAS**, the parties hereto previously entered into a Lease, License, and Managerial Agreement dated January 16, 2007; a First Amendment to Lease, License and Managerial Agreement effective as of January 16, 2008; and a Lease, License, and Managerial Agreement (“Current Agreement”) effective as of July 1, 2010, all of which concerned the operation and management of Warren Field Airport (“Airport”).

**WHEREAS**, the Current Agreement has expired or will expire on June 30, 2011.

**WHEREAS**, the parties desire to enter this Extended Agreement in order to maintain continuity in the provision of certain operational and managerial services that Operator has heretofore provided until such time as the City can finalize a long-term arrangement for the provision of such services.

**WHEREAS**, the City is the owner of the Airport, with improvements thereon, which is located in Washington Township, Beaufort County, North Carolina and desires to contract with Operator to lease certain portions of said Airport as well as provide certain operational and managerial services at the Airport.

**WHEREAS**, Operator desires to lease certain portions of said Airport as well as provide certain operational and managerial services at the Airport.

**WHEREAS**, Operator has represented that it is fully capable of performing the operational and managerial services described in this Extended Agreement and the City has relied on such representation to select the Operator to perform this Extended Agreement.

**NOW THEREFORE**, pursuant to Chapter 63 of the North Carolina General Statutes, including but not limited to North Carolina General Statute § 63-53 and other relevant statutory authority, and for and in consideration of one dollar (\$1.00), the mutual covenants herein, valuable consideration paid and to be paid, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows.

**ARTICLE I**  
**LEASED PREMISES**

The City hereby grants unto Operator the exclusive use of the nonpublic space of the building known as the Terminal Building as well as the exclusive use of the Terminal Building Annex. Operator accepts said areas and buildings in their present condition and, during the term of this Extended Agreement, agrees to maintain the interior appearance and cleanliness of such buildings in their present condition, ordinary wear and tear excepted, and, upon termination of this Agreement, to surrender said buildings in as good condition as the same now are, ordinary wear and tear excepted. It is understood by the parties hereto that the major structural and maintenance aspects of said buildings shall remain the responsibility of the City.

**ARTICLE II**  
**USE OF LEASED PREMISES**

1. Terminal Building. Operator shall adequately staff and operate the Terminal Building Monday through Sunday, with a minimum of forty (40) hours Monday through Friday, a minimum of eight (8) hours on Saturdays and Sundays, and an opening every day at 8:00 a.m. Operator reserves the right to specify operating hours and to close for holidays and inclement weather as needed after proper consultation with the City.

2. Terminal Building Annex. Unless otherwise agreed to by the parties, Operator shall occupy the Terminal Building Annex. Operator may utilize the Terminal Building Annex for, among other things, a parachute rigging facility, classroom facility, and/or for flight school instruction.

3. In the event Operator rents the Terminal Building Annex or said nonpublic space of the Terminal Building, it shall remit five percent (5%) of any such rental amounts received to the City.

**ARTICLE III**  
**MANAGEMENT SERVICES**

1. Subject to the general direction and approval of the City and/or the City's Manager, Operator will operate, manage, direct, and supervise the ongoing operation of the Airport from and after the effective date of this Extended Agreement, including without limitation the following.

- A. Except as specifically provided for hereinafter, Operator shall have the day to day management duty and supervisory responsibility for the Airport and provide and manage all Airport services, staff, and activities except those provided by other operators and major maintenance of runways, taxiways, fields, and hangars as more specifically excepted hereinafter.
- B. Operator shall hire full time employee(s) and part time employee(s) as appropriate or necessary in order to conduct its management services and maintain regular, customary hours of operation.

- C. Operator shall manage and maintain all t-hangars currently present or hereafter erected on the Airport. In compensation for this particular service, Operator will receive five percent (5%) of all rental receipts received by the City for such t-hangars occupied by tenants. The maintenance contemplated hereunder shall be limited to minor maintenance. It is understood by the parties hereto that the major structural and maintenance aspects of said t-hangars shall remain the responsibility of the City.
- D. Operator shall manage and maintain all tie-down spaces currently present or hereafter provided for on the Airport. Specifically, Operator shall establish reasonable rules, procedures, prices, and other terms by which said tie-downs are let, consistent with the applicable Rules and Regulations of the Airport. Operator shall remit all amounts received for the occupancy of said tie-downs to the City. In compensation for this particular service, City shall pay Operator twenty-five percent (25%) of all amounts so collected.
- E. Operator shall at all times supervise and coordinate the activities of its employees and contractors in order to keep and maintain all public rooms and Terminal Building and Terminal Building Annex facilities of the Airport in a proper and clean condition for the accommodation of passengers, visitors, and others rightfully on the Airport. Operator shall also be responsible for maintaining the grounds immediately adjacent to the Terminal Building and Terminal Building Annex in a presentable manner such that the same will have a pleasant appearance.
- F. Operator shall at all times supervise and coordinate the activities of its employees and monitor contractors' activities relating to the maintenance and upkeep of safety devices for aeronautics, aeronautical aids, safety equipment, and other devices and equipment for the safe use of the Airport.
- G. Operator shall work with the City to develop and maintain short and long range planning as well as recommend appropriate policies to the City.
- H. Operator shall participate in the development and administration of the annual capital and operating budgets for the Airport.
- I. Operator shall coordinate Airport activities with those of other City divisions, departments, outside agencies and organizations. Operator shall recommend capital equipment purchases and replacement.
- J. Operator shall stay abreast of new trends and innovations in the field of Airport management and periodically present a report concerning the same to the City and/or City Council.
- K. Operator shall respond appropriately and responsibly to inquiries and complaints regarding the Airport and will involve the City when necessary.
- L. Operator shall represent the Airport to City departments, elected officials and outside agencies as well as assist the City in explaining and interpreting Airport programs, policies, and activities. Operator shall maintain a working relationship with the Federal Aviation Agency (FAA),

the North Carolina Division of Aviation, and other regulatory agencies as well as provide the City with copies of any correspondence from and to the FAA, the Division of Aviation, or other regulatory agencies that concern the Airport.

- M. Operator shall prepare and update policy and procedure manuals as necessary. It is understood by the parties hereto that the City has established Rules and Regulations for the Airport. Operator shall be consulted prior to any anticipated amendment of the same and Operator shall recommend any amendment it deems worthy of consideration.
- N. As may be more specifically provided for hereinafter, Operator shall adhere to safe work practices and procedures.
- O. Operator shall support the City in advertising or other business solicitation and promotional activities as well as business policies in cooperation with the City. Expenses related to promotional activities implemented solely by the City shall be borne by the City.
- P. Except for activities performed by other operators, Operator shall monitor the work performed and services rendered by service providers under contract with the City at the Airport.
- Q. Operator shall recommend pricing and packaging for City services and products at the Airport.
- R. Operator shall provide and maintain at least one courtesy vehicle at the Airport for limited use by transient pilots.
- S. The Operator shall provide qualified personnel to operate the Airport's aviation related communications systems and services during regular business hours of the Operator.
- T. Operator shall keep or cause to be kept complete records of the business conducted or transacted in relation to the Airport and any additional records reasonably requested by the City and, upon request of the City, provide any such records or reports required by the City, City Council or its Manager. Nothing in this Extended Agreement, however, shall be construed to permit the City to copy documents of Operator that contain trade secrets or attorney-client privileged information. Operator shall provide statistical records related to the operation of the Airport to the City on a regular basis.
- U. The City shall provide Operator, at no cost, the right to use the hangar commonly referred to and known by the parties as the maintenance hangar as long as said maintenance hangar is not being used, or is not needed by, the City or so long as the City has not contracted with an aircraft maintenance operator for its use. Said use by Operator shall be at will and may be terminated in the City's sole discretion. Said use shall be solely for the purposes of storing aircraft owned by Operator and used by Operator to perform the services and activities provided for herein. Operator accepts said maintenance hangar as is. Operator shall be responsible for routine maintenance and repair obligations that might arise, including the obligation to keep the hangar and its grounds in a clean and orderly

manner and appearance. The parties understand that the City has no maintenance obligation whatsoever in regard to said maintenance hangar.

2. The parties hereto recognize and acknowledge that the City is currently a party to various leases of the Airport property and nothing herein shall be construed to affect the City's rights, obligations, or benefits controlled or derived from the same except as specifically provided for hereunder. The City reserves the right to further develop or improve the Airport property, facilities, and improvements thereon and enter into additional leases and/or contractual relationships, including leases and/or contracts with other operators so long as the same do not have the effect of putting Operator at a competitive disadvantage.

#### **ARTICLE IV** **FUELING SERVICES**

1. The City grants Operator the non-exclusive right to sell retail aviation fuel, aviation engine oils, aviation lubricants, and other aviation petroleum products. Operator shall manage and operate the existing fuel farm, including the self service fuel component thereof, utilizing any equipment currently owned by the City and located on the Airport, but shall be responsible for contracting for any such further equipment necessary for such operation.

- A. Unless otherwise agreed upon, the City shall purchase all aviation fuel to be dispensed at the Airport by the Operator or through self service. Operator shall be responsible for keeping detailed records of such fuel sales. All payments for such fuel sales shall be made directly to the City, either by check, credit, or monthly account. The City shall rebate a sixty cents (\$0.60) per gallon markup to the Operator for all fuel sales. Upon negotiation with and approval from the City, Operator may receive the right to assume responsibility for the purchase and sale of all aviation fuels.
- B. Before any renewal of fuel supply contracts, the City and the Operator shall mutually agree on the selection of any future fuel supplier to the extent permitted by law. The final decision on the fuel supplier shall be made by the party who purchases and sells the fuel.
- C. Fuel price policy. As long as the City assumes the responsibility for the purchase and sale of all aviation fuels, the City shall have, after consultation with the Operator, the right to specify the sales price of the fuels to the public. If the Operator receives the right to assume responsibility for the purchase and sale of all aviation fuels, the Operator shall have, after consultation with the City, the right to specify the sales price of the fuels to the public.
- D. If the City assumes the responsibility for the Jet-A fuel truck service, including lease, or provides a replacement for such service at its expense, the rebate to Operator shall be renegotiated.
- E. Notwithstanding the foregoing, Operator shall pay the City a ten cents (\$0.10) per gallon markup above the supplier's delivered invoice price

including FET and NC Inspection Fee for all aviation fuel obtained by Operator for Operator's business.

2. The City may grant a subsequent operator the similar right as granted to Operator hereinabove in this Article IV so long as the same does not have the effect of putting Operator at a competitive disadvantage.

#### **ARTICLE V** **OTHER OPERATIONS**

1. Subject to the terms of this Extended Agreement, the City grants to Operator the non-exclusive privilege to operate, conduct, and perform the following services at the Airport.

- A. Operator shall provide, among other things, at least two planes and one instructor to conduct flight training.
- B. Operator shall provide, among other things, introductory flights, a fueling operation, a fuel price policy, flight school, pilot shop, and a parachute/sky diving program. Operator shall also seek collaboration with Beaufort County Community College to begin an aviation program. Operator shall use its best efforts to provide an air charter operation and conduct contract flying.
- C. Operator will use its best efforts to offer flight training under 14 CFR Part 141, glider training, training for the sport pilot certificate, and aircraft maintenance including avionics services (possibly in conjunction with an existing avionics company). Operator also will use its best efforts to provide certified flight instructor training.
- D. Other than aviation fuel sales, Operator shall assume responsibility for the purchase and sale of all commodities and supplies.

#### **ARTICLE VI** **PERFORMANCE REQUIREMENTS**

1. In performing all services under this Extended Agreement, Operator shall consult and coordinate with legal counsel for the City as necessary and appropriate as well as advise and report to the City and its legal counsel, as necessary or appropriate, with respect to any compliance or other matters that come to its attention.

2. Operator shall consult with and keep the City advised concerning all material aspects of Operator's activities with respect to the management and operation of the Airport. Operator shall cause to be prepared and furnished to the City member financial statements of Operator including a balance sheet as of the end of each calendar year, a statement of income for such calendar year, and statements of changes in financial position. Such statements may be audited on an annual basis by the City's independent audit firm.

**ARTICLE VII**  
**SUBSIDY**

The City shall provide Operator with an operating subsidy in the amount of \$4,166.67 per month.

**ARTICLE VIII**

This Article intentionally left blank.

**ARTICLE IX**  
**USE OF AIRPORT**

Subject to the express conditions contained in Article XIV, Part 2 hereof, City grants Operator the non-exclusive use, in common with others similarly authorized, of the Airport, together with all adequate space and facilities consisting of sufficient ground area to permit the efficient taxiing, servicing, taking off; equipment; improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, floodlights, landing lights, beacons, signals, radio aids, and any and all other conveniences for flying, landing, and take off.

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

The City grants Operator, its employees, customers, passengers, guests, and other licensees or invitees, the nonexclusive use, in common with others similarly authorized, of all public space in the Terminal Building of the Airport as well as all additional public space that may hereafter be made available therein and any additions thereto, including, but not limited to, the lobby, passenger lounges, waiting rooms, hallways, restrooms, rooms for flight personnel and other public and passenger conveniences.

The City, in its sole discretion, may grant Operator the right to establish a drop zone for parachute jumping at the Airport and a space designated for periodic, temporary use by a self-sufficient camper with no hookups located on the lot outside the fence. The parties understand said camper may not be permanent or residential in nature.

The City will make efforts to impose the airport Rules and Regulations, specifically in order to protect the business interests of the Operator against unauthorized

flight training or other activities that are in contradiction to the airport Rules and Regulations and weaken the Operator's business interests.

The City will use its best efforts to maintain a wildlife control program in order to reduce wildlife population on airport grounds.

The City will take measures to upkeep runway and taxiway surfaces, in particular to sweep gravel and rocks off the surfaces and to arrange for the repair of pot holes.

**ARTICLE X**  
**ACCEPTANCE, MAINTENANCE AND USE OF PREMISES**

Operator agrees to accept the premises in the physical condition in which the same now is. As more specifically provided for herein, Operator further agrees to maintain the same in at least a like condition during the term of this Extended Agreement, normal wear and tear excepted. As more specifically provided for herein, Operator further agrees to maintain the premises in a clean, neat and orderly manner so as to promote the use of the Airport, and further agrees to abide by such reasonable requests as may be made by the City for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of non-aviation equipment or discarded junk or the discharge of hazardous or regulated chemicals onto the Airport. Operator further agrees to surrender the premises back to the City in as good a condition as the same now are, ordinary wear and tear accepted, upon termination of this Extended Agreement.

**ARTICLE XI**  
**PARKING SPACE**

The City grants Operator, its employees, customers, passengers, suppliers, and other licensees or invitees, without charge, adequate vehicular parking space located as near as possible to the premises. The City shall designate the area to be used, which area shall be maintained and kept in good order and condition by the City.

**ARTICLE XII**  
**RIGHT OF INGRESS AND EGRESS**

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

**ARTICLE XIII**  
**TERM**

This Extended Agreement shall commence as of the 1<sup>st</sup> day of July, 2011, and shall continue on a month to month basis until terminated by either party upon thirty (30) days written notice. Neither party shall have or make any claim, for damages or otherwise, upon the other should either party elect to exercise its right to unilateral termination hereunder.

**ARTICLE XIV**  
**RIGHTS, PRIVILEGES, OBLIGATIONS, AND RESPONSIBILITIES**

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

A. Operator has the right to add and remove any additional capital improvements on the premises under the exclusive control of Operator, including the right to install, maintain, and remove additional, adequate storage facilities and appurtenances for the purposes of carrying out any of the activities provided for herein, subject to advance approval from the City as well as any other conditions herein generally or particularly set forth. All improvements so added by Operator will be and become the property of the City at the termination of this Extended Agreement without cost to the City. Any improvements that involve alterations to the leased premises under the non-exclusive control of Operator shall be subject to approval in advance by City and all improvements so added by the Operator will be and become the property of the City at the termination of this Extended Agreement without cost to the City as further consideration hereof.

2. In its use of the Airport and related facilities, Operator accepts the following obligations and responsibilities.

A. Except as hereinafter specifically provided, the use and occupancy of the premises by Operator shall be without cost or expense to the City. It is understood and agreed that the City is not obligated to furnish any utility services such as light, water, sewer or gas to Operator during the period of occupancy. If the City operates or maintains utility services to the premises, it will continue to furnish such utility services at the request of Operator provided that Operator shall assume and pay fifty percent (50%) of all charges for providing such service. Except as provided for hereinabove, Operator shall save the City harmless of and from any and all costs or charges for utility services furnished to or required by Operator during the term hereof and shall provide, at its own cost or expense, such services as may be necessary or required in the operation and maintenance of the premises to any and all storm and sanitary sewers, water, and utility outlets at its own expense and shall pay for any and all service charges incurred or used on the premises.

- B. As more specifically provided hereinabove, Operator shall maintain and be responsible for all minor repairs located on the leased premises. Operator agrees, at its own expense, to cause the premises, and the buildings, improvements, and appurtenances thereto, to be maintained in a presentable condition and equal in appearance and character to similar improvements on the Airport. Tools, machines, parts and maintenance equipment shall be appropriately stored.
- C. Operator agrees, at its own expense, to cause all waste, garbage and rubbish to be removed from the leased premises and agrees not to deposit the same on any City premises, except Operator may temporarily deposit the same on the premises in connection with their collection or removal. Operator agrees it will not allow the accumulation of rubbish or waste, foul, contaminate or otherwise create an unhealthy or hazardous condition on the premises.
- D. Operator will not suffer or permit to be maintained upon the outside of any improvements located on the leased premises any billboards or advertising signs unless previously approved in writing by the City. A normal company identification sign will be permissible on the premises subject to the approval of the City and any applicable ordinance.
- E. Operator will make no unlawful, improper or offensive use of the premises.
- F. Any and all improvements to, use of, or activities upon the premises shall conform to and be consistent with the then current Airport plan, minimum standards, and the Rules and Regulations adopted for the Airport by the City, as amended.
- G. Operator, in its use, improvement, or operation of the premises and facilities of the Airport including premises, shall not, on the grounds of race, color, sex, or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.
- H. In furnishing any service to the public as allowed hereunder, Operator shall furnish such service on a reasonable, and not unjustly discriminatory, basis to all users thereof and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service furnished to the public, provided that Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other, similar types of price reductions to volume purchasers.

**ARTICLE XV**  
**TAXES AND ASSESSMENTS**

Operator shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the premises or any improvements or other property situated thereon, it being the

mutual intention of the parties that the City shall not be required to pay any taxes on either real or personal property by reason of permitting Operator to use said real property as herein described. Operator also agrees to indemnify the City against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

If required by law, Operator shall insure that its aircraft that are based at the Airport, including any spare parts located on the Airport, are listed on the tax rolls of Beaufort County, North Carolina, for the current year.

#### **ARTICLE XVI** **MAINTENANCE AND UTILITIES**

During the term of this Extended Agreement, the City shall maintain and keep in good repair vehicle parking areas and all roadways, runways, aprons and taxiways. Subject to the conditions expressly set forth in Article XIV, Part 2 hereof, the City shall also maintain and operate all sewage and water facilities, electrical and electronic facilities and such other appurtenances and services as are now or hereafter connected with the operation of the Airport.

#### **ARTICLE XVII** **RULES AND REGULATIONS**

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

Operator agrees to observe and obey the rules and regulations with respect to the use of the Airport premises, including leased premises; provided, however, that such rules and regulations shall be consistent with all rules, regulations, and orders of the FAA; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Extended Agreement or the procedures prescribed or approved from time to time by the FAA with respect to Operator's use of the Airport premises, including leased premises. Operator further agrees to indemnify and hold the City harmless for any and all damage of any kind arising from Operator's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of cleanup, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Operator, its employees, customers, passengers, guests, or other licensees or invitees.

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

**ARTICLE XVIII**  
**SUBORDINATION**

This Extended Agreement shall be subject to and subordinate with the provisions of any existing or future agreement between the City and the United States, the State of North Carolina, or any agencies thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development or operation of the Airport or as a condition precedent to the acquisition of the Airport facilities by the City. It is specifically understood by Operator that this Extended Agreement is subject to the recapture clause and other conditions of grant agreements by, and grant assurances with, the FAA, the Civil Aeronautics Administration, and the State of North Carolina. The City shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Operator in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of the City or the United States or the State of North Carolina pursuant thereto.

**ARTICLE XIX**  
**INDEMNIFICATION**

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

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

**ARTICLE XX**  
**INSURANCE**

Operator shall procure and maintain in force necessary liability insurance coverage for the leased premises and Operator's activities at the Airport in the minimum amount of \$1,000,000.00 for personal injury, death and property damage, including any environmental damage as well as damages relating to or arising from hazardous material or product related to fueling operations, including Operator's utilization of the self serve fuel service, resulting from each occurrence to indemnify and hold harmless the City from any and all liability of claims for loss, damage, or injury to persons or property caused or occasioned by the use of the leased premises by Operator or the Operator's activities on the Airport during the term of this Extended Agreement. In addition, Operator shall procure and maintain in force necessary insurance coverage as follows: 1) \$1,000,000 – products/completed operations aggregate limit, 2) \$1,000,000 – personal/advertising injury aggregate limit, and 3) \$250,000/500,000 – hangar keepers limit any one aircraft/any one occurrence (if applicable). All insurance shall be carried by a responsible company licensed in North Carolina and shall be in a form satisfactory to the City. The City shall be furnished copies of any and all insurance policies obtained by Operator in compliance with this requirement. Operator agrees to maintain sufficient coverage on a current status and that all such insurance policies obtained by Operator in compliance with this requirement name the City as additional insured and provide a thirty (30) day written notice to the City of termination or material change in the terms thereof or non-renewal of such policies.

**ARTICLE XXI**  
**TERMINATION AND DEFAULT**

1. This Extended Agreement shall terminate upon notice as hereinbefore provided. No holding over by Operator after the expiration of this Extended Agreement shall operate to extend or renew this Extended Agreement for any further term whatsoever; but Operator will, by any such holding over, become the tenant at will of the City. After any written notice by the City to vacate the premises, continued occupancy thereof by Operator shall constitute Operator a trespasser.

2. This Extended Agreement shall be subject to termination for cause by either party if the other party:

- A. Materially breaches any material provision of this Extended Agreement and, after notice of such breach, shall have failed to cure such breach within thirty (30) days after notice of such breach is given to the breaching party; or
- B. Commits any act of willful misconduct, gross negligence, or fraud. Such termination may be effected by giving the other party written notice of termination, which notice shall specifically identify the act upon which termination is based; or
- C. Has a petition filed against it for an involuntary proceeding under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, and such petition shall not have been dismissed within sixty (60) days of filing; or a Court having jurisdiction shall have appointed a

- receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of such party for any substantial portion of its property, or order the winding up or liquidation of its affairs; or
- D. Commences a voluntary proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall have made any general assignment for the benefit of creditors, or shall have failed generally to pay its debts as they become due. The defaulting party agrees that, if any of the events specified in Section 2 (B) or (C) of this Article XXI shall occur, it shall give written notice thereof to the other party within seven (7) days following the occurrence of such event. Upon receipt of such notice, or upon becoming aware of default, the other party may, in its sole discretion, terminate this Extended Agreement immediately upon delivery of a written notice of such termination to the defaulting party.
  - E. The abandonment of the Airport as an airport or airfield for any type, class, or category of airport.
  - F. Damage to or destruction of all or any material part of the leased premises or Airport facilities as necessary for the Operator's use of the leased premises and Airport.
  - G. The lawful assumption by the United States, or the State of North Carolina or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Operator from using the premises for a period in excess of ninety (90) days.

**ARTICLE XXII**  
**SURRENDER OF POSSESSION**

Upon termination of this Extended Agreement, Operator's right to use the leased premises and Airport as described in this Extended Agreement shall cease, and Operator shall vacate the same without unreasonable delay. Operator shall surrender the same in approximately the same condition as upon taking of possession, allowing for reasonable wear and tear. Upon any such above termination, Operator shall have no further right or interest in any of the leased premises, Airport or the improvements thereon. It is mutually agreed the title to any and all improvements currently situated, hereafter erected, or hereafter constructed upon the leased premises or Airport shall remain, revert to or become owned and possessed, as the case may be, by the City upon the termination of this Extended Agreement, without any additional payment or consideration to Operator therefor, free and clear of all liens on the part of Operator on account of any repair or improvement work. The vesting of title in the City at the time specified is part of the consideration for this Extended Agreement.

**ARTICLE XXIII**  
**INSPECTION BY LESSOR**

The City may enter the premises now or hereafter leased exclusively to Operator at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this Agreement. The Operator will provide access to such premises for inspection by the City. This inspection may be made at least semi-annually with a fire department official. Any minor discrepancies or violations must be corrected within thirty (30) days or this Extended Agreement may be terminated. It is understood by the parties hereto that the major structural and maintenance aspects of the buildings herein leased shall remain the responsibility of the City.

**ARTICLE XXIV**  
**ASSIGNMENT AND SUBLETTING**

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

**ARTICLE XXV**  
**NOTICES**

Notices provided for in this Extended Agreement shall be sufficient if sent by registered mail, postage pre-paid, and addressed as follows:

TO THE CITY:                      Attention: City Manager  
   City of Washington  
   P.O. Box 1988  
   Washington, NC 27889

TO OPERATOR:                      Tradewind Aviation International, LLC  
   Attention: Thomas Dolder, Owner  
   820 Aviation Drive  
   New Bern, NC 28562

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

**ARTICLE XXVI**  
**GOVERNING LAW**

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

**ARTICLE XXVII**  
**SEVERABILITY**

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

**ARTICLE XXVIII**  
**EFFECT OF WAIVER**

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

**ARTICLE XXIX**  
**ARBITRATION**

In the event of any disagreement as to whether there has been a breach of contract under this Extended Agreement, the question shall be submitted to arbitration, each party hereto selecting one arbitrator and the two so selected selecting a third arbitrator (but if no agreement can be reached as to the third arbitrator, he shall be appointed by the Clerk of the Superior Court of Beaufort County), which board of arbitrators shall sit within two weeks following the date of their appointment, and after proper notice to both parties, shall hear the evidence presented by both sides and render their decision. The majority vote shall be binding on both the City and the Operator, and it shall be made and announced as soon as possible, and in no event later than two (2) weeks after the aforementioned hearing. Each party shall pay the arbitrator appointed by it, and the third arbitrator shall be paid jointly by the City and the Operator. In this connection, attention is invited to the fact that the management of said Airport, its general appearance and the manner in which the Operator serves and meets the general public is of paramount importance to the City, and in the event of any disagreement requiring adjustment or adjudication by arbitration, as herein provided, said arbitrators shall give particular attention to these considerations to the extent that Operator shall comply with all requirements of this Extended Agreement.

**ARTICLE XXX**  
**EFFECT OF AGREEMENT**

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

**ARTICLE XXXI**  
**ATTORNEY'S FEES**

In the event any action is filed in relation to this Extended Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay under this Agreement, a reasonable sum for the successful party's attorney's fees; provided, however, if there is a monetary award, the reasonable fees as awarded by the Court shall not exceed fifteen percent (15%) of any outstanding balance or award.

**ARTICLE XXXII**  
**ENTIRE AGREEMENT**

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

**ARTICLE XXXIII**  
**MODIFICATION OF THIS AGREEMENT**

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

**ARTICLE XXXIV**  
**CONFIDENTIALITY**

All books, records, information and data that are exchanged or received between the parties shall remain confidential and shall not be disclosed to any other person, except as specifically authorized or as may be required by law.

**ARTICLE XXXV**  
**OTHER BUSINESS AND ACTIVITIES OF OPERATOR**

Except to the extent necessary to perform Operator's obligations under this Extended Agreement, nothing herein shall be deemed to limit or restrict the right of Operator or any employee of Operator to engage in any other business or to devote time and attention to the managerial or other aspects of any other business, whether of a similar or dissimilar nature, or to render services of any kind to any other corporation, firm, individual, or association; provided, however, that during the term of this Extended Agreement, Operator agrees not to engage in any activities which are functionally competitive with the services provided to the City. The City acknowledges the persons employed by Operator to assist in the performance of Operator's duties under this Extended Agreement are not required to devote the full time to such service and nothing contained in this Extended Agreement shall be construed to the contrary.

**ARTICLE XXXVI**  
**NEGATION OF MEMBERSHIP OR JOINT VENTURE**

Nothing contained in this Extended Agreement shall constitute, or be construed to be or to create, a partnership or joint venture between Operator and the City.

*(Signatures Appear On The Following Pages)*

**IN WITNESS WHEREOF**, each party to this Extended Agreement has caused it to be duly and properly executed in duplicate originals as of the day and year first above written as evidenced by the authorized signatures below.

**PRE-AUDIT CERTIFICATE**

This Extended Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

\_\_\_\_\_(SEAL)  
Matt Rauschenbach, Chief Financial Officer  
City of Washington

**CITY OF WASHINGTON**

(CORPORATE SEAL)

By: \_\_\_\_\_  
Peter T. Connet, Interim City Manager  
City of Washington

ATTEST:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk

**OPERATOR:  
TRADEWIND AVIATION  
INTERNATIONAL, LLC**

(corporate seal)

By: \_\_\_\_\_  
Thomas Dolder, Member/Manager

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, do hereby certify that **CYNTHIA S. BENNETT** personally appeared before me this day and acknowledged that she is the City Clerk for the **CITY OF WASHINGTON**, a body politic and incorporate, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Interim Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal, this the \_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

Before me, the undersigned Notary Public in and for the State and County aforesaid, this day personally appeared **THOMAS DOLDER**, who being by me duly sworn says that he is a Member/Manager of **TRADEWIND AVIATION INTERNATIONAL, LLC**, a North Carolina Limited Liability Company, and that by authority duly given and as an act of the Company, he executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial 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:** June 3, 2011  
**Subject:** City Code: Adopt an ordinance to amend Chapter 20, Offenses and Miscellaneous Article I, In General, of the Code of Ordinances of the City of Washington.

**Applicant Presentation:** Department of Planning and Development  
**Staff Presentation:** John Rodman, Planning and Development

**RECOMMENDATION:**

I move that the City Council accept the recommendation of the Planning Department and adopt the Ordinance to amend Chapter 20, Article I, of the City Code by adding **Sec. 20-17 Graffiti** as provided.

**BACKGROUND AND FINDINGS:**

The City Manager, the Police Department and the Department of Planning & Development felt the need to develop and implement an ordinance on the abatement of graffiti. The purpose is to establish a program for the removal of graffiti from public and private property. Graffiti has been found to be a public nuisance and is destructive of the rights and value of property owners as well as the entire community.

**PREVIOUS LEGISLATIVE ACTION**

Staff meeting

**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:** PTC Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No  
Recommendation 6-8-11 Date

**ORDINANCE AMENDING CHAPTER 20, OFFENSES AND MISCELLANEOUS  
PROVISIONS, ARTICLE I, IN GENERAL, OF THE CODE  
OF ORDINANCES OF THE CITY OF WASHINGTON**

WHEREAS, NCGS 160A-174 authorizes local governments by ordinance to define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city, and may define and abate nuisances; 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 graffiti as a public nuisance.

BE IT ORDAINED by the City Council of the City of Washington that:

Section 1: That the Code of the City of Washington, North Carolina, Chapter 20, Article I, is hereby amended by adding the section, inserted as follows:

**Sec. 20-17 Graffiti.**

(a) *Prohibited.* It shall be unlawful for any person to write, paint, inscribe, scratch, scrawl, spray, place or draw graffiti of any type on any public or private building, streets, sidewalks, structure or any other real or personal property. The existence of graffiti on public or private property in violation of this section is hereby declared to be a public nuisance and dangerous to the public safety and welfare, and is therefore subject to removal and abatement provisions specified in this section.

(b) *Graffiti defined.* Graffiti shall mean writings, drawings, inscriptions, figures, or marks of paint, ink, chalk, dye or other similar substances on public or private building, sidewalks, streets, structures, or places which are not authorized or permitted by the property owner or possessor. However, it shall not be construed to prohibit temporary, easily removable chalk or other water soluble markings on public or private sidewalks, streets or other paved surfaces which are used in connection with traditional children's activities, such as drawings, or bases for stickball, kickball, handball, hopscotch or similar activities, nor shall it be construed to prohibit temporary, easily removable chalk or other water soluble markings used in connection with any lawful business or public purpose or activity.

(c) *Penalty for violation.* Violation of this section is a misdemeanor. It shall be a misdemeanor for any person to do any act forbidden in this section or to fail to do or perform any act required by this section. Any violation of this section shall be punished as specified herein.

(d) *Removal of graffiti.* It shall be unlawful for any person owning property, acting as manager or agent, or in possession or control of property to fail to remove or effectively obscure any graffiti upon such property.

(1) *Notice to remove.* Upon determination that graffiti is present, the City shall deliver to the perpetrator of the graffiti, if known, or to the property owner

or person in possession a *Notice to Remove*. A *Notice to Remove* shall include:

- a. the street address or description of the property sufficient for property identification;
- b. a description and general location of the graffiti;
- c. a statement that the graffiti is a public nuisance due to the existence of the graffiti;
- d. a statement that the graffiti must be removed or effectively obscured within seven (7) days and that if the nuisance is not so abated within that time the City will abate the public nuisance at the cost of the property owner as set forth; and
- e. information concerning procedures for appeal of the notice.

(2) *Removal by perpetrator*. It shall be unlawful for any person placing graffiti on public or private property to fail to remove such graffiti within forty-eight (48) hours after a *Notice to Remove* is delivered by the City. The removal by the person placing the graffiti shall only be completed with the permission of the property owner or person in possession.

(3) *Removal by the City*. If the City has delivered a *Notice to Remove* to the property owner or person in possession and that person fails or refuses to remove or effectively obscure graffiti upon their property as directed in the *Notice*, the City is authorized to remove the graffiti and the cost to remove same shall be charged to the property owner or other person in charge. If the expenses of removing or obscuring the graffiti is not paid within thirty (30) days of receipt of a statement for the cost of such removal, the expense of the abatement actions by the City shall become a lien upon the property and shall be collected as unpaid taxes.

(4) *Appeal*. Any property owner who receives a *Notice to Remove* or obscure the graffiti may appeal to the Washington Board of Adjustment within seven (7) days of receipt of the *Notice*. The appeal notice shall state the reasons for the appeal. The Board of Adjustment shall set a hearing for their next regularly scheduled meeting after the receipt of the notice of appeal. If, on appeal, the Board of Adjustment determines that the graffiti is a public nuisance and must be removed, the Planning & Development Department shall establish a new date for removing or obscuring the graffiti.

(e) *Enforcement*. The City Manager shall designate staff person(s) who shall enforce this section. The City reserves the right to seek penalties and/or remedies through civil and/or criminal means.

(1) *Civil penalties*. The following penalties shall apply for violations of this section by the placement of or by failure to remove graffiti by perpetrator.

- a. first violation – a fine not to exceed one hundred dollars (\$100) for each offense.
- b. second violation – a fine not to exceed two hundred fifty dollars (\$250) for each offense.
- c. each subsequent violation – a fine not to exceed five hundred dollars (\$500).

(2) *Criminal penalty.* In addition to, or in lieu of civil penalties or other remedies, violation of this section shall constitute a criminal infraction.

**Sec. 20-18 – 20-35. Reserved.**

Section 2. This Ordinance shall become effective upon its adoption.

Section 3. All Ordinances or parts in conflict herein are repealed.

Adopted this \_\_\_\_\_ 13<sup>th</sup> \_\_\_\_\_ day of \_\_\_June\_\_\_, 2011.

\_\_\_\_\_  
N. Archie Jennings, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk



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

**To:** Mayor Jennings & Members of the City Council  
**From:** Philip Mobley, Director Parks and Recreation *pm*  
**Date:** June 13, 2011  
**Subject:** Approve the template for and Authorize City Manager to enter into Lease Agreement for rooms at the Peterson Building on an annual basis  
**Applicant Presentation:** None  
**Staff Presentation:** Philip Mobley

### RECOMMENDATION:

I move City Council approve the template for and authorize the City Manager to enter into Lease Agreement for rooms at the Peterson Building.

### BACKGROUND AND FINDINGS:

Staff and the City Attorney have been working together to develop the Lease Agreement for the Peterson Building. Up until this date, no such document has been used. Tenants currently render payments to the Parks and Recreation Department on a month to month basis.

During the discussions of the rooms in the Peterson Building, it was recommended that the rental for the Peterson Building rooms be increased from \$1.00 per square foot to \$1.25 per square foot. This change will be included in 2011-12 fee schedule.

For consistency, staff recommends that the Lease Agreement and fee schedule be required for all Peterson Building tenants including Non-Profit Organizations. There are currently three Non-Profit Organizations occupying space. One Non-Profit organization is currently paying rent and two are not. A List of Tenants and rental fees is attached.

It was also recommended, by staff, that a security deposit not be required by existing tenants, but would be required by all new tenants.

### PREVIOUS LEGISLATIVE ACTION

None

### FISCAL IMPACT

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

### SUPPORTING DOCUMENTS

Chart of Rooms and Rent

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: June 13, 2011 (if applicable)  
**City Manager Review:** *PTC* Concur \_\_\_\_\_ Page 303 of 336 Recommend Denial \_\_\_\_\_ No Recommendation *68-11* Date \_\_\_\_\_

## PETERSON BUILDING ROOM RATES AND AVAILABILITY

\$1.25 Sq/Ft

<u>SUITE/ ROOM</u>	<u>SIZE</u>	<u>RENT PER MONTH</u>	<u>TENANT</u>
201-A	9X12	\$ 135.00	<i>Storage</i>
201-B	10X16	\$200.00	Fish Connection
201-C	12X12	\$180.00 (NC)	Special Olympics
202-A	12X14	\$210.00 (NC)	Pamlico Pals/Horizons BC Schools
202-B	10X15	\$187.50	Holland Consulting
202-C	12X10	\$150.00	<i>Available</i>
202-D	10x6	\$75.00	Holland Consulting
203-A	10X10	\$125.00	Historic Foundation
203-B	10X15	\$187.50	Holland Consulting
203-C	8X14	\$140.00	Love Incorporated
203-D	8X14	\$140.00	Sea Tow
204 A	19X18	\$427.50	Anderson Builders

(NC) = No Charge prior to 2011/12 budget year.

**STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (hereinafter referred to as "Agreement") is made and entered into as of the 1<sup>st</sup> day of July, 2011, by and between the **CITY OF WASHINGTON**, a municipal corporation of the State of North Carolina (hereinafter referred to as "Lessor"), and \_\_\_\_\_, a \_\_\_\_\_ organized and existing under North Carolina law (hereinafter referred to as "Lessee").

**WITNESSETH**

**WHEREAS**, Lessor owns the Peterson Building located at 310 West Main Street, Washington, North Carolina (hereinafter referred to as the "Peterson Building") which contains Office number \_\_\_\_\_ (hereinafter referred to as "Premises").

**WHEREAS**, Lessor has found the Premises to be surplus to its current needs and desires to lease the same to Lessee.

**WHEREAS**, the City Council passed a Resolution authorizing the City Manager to enter this Agreement.

**NOW, THEREFORE**, subject to the terms and conditions hereinafter set forth, Lessor does hereby lease and let unto Lessee and Lessee hereby takes and accepts, together with all privileges and appurtenances thereto, the Premises. In consideration of the mutual promises and covenants herein contained, the benefits to the Lessor and Lessee, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows.

1. **Premises.** The Premises is as defined, Office number \_\_\_\_\_ in the Peterson Building, measuring approximately \_\_\_\_\_ feet by \_\_\_\_\_ feet, containing approximately \_\_\_\_\_ square feet. This Agreement will include access to and use of, in common with others, the common areas within the Peterson Building, to include restrooms, kitchenette, and conference room. The conference room may be reserved and used on a first-come, first-serve basis.

2. **Condition of Premises.** Lessee's taking possession of the Premises shall be conclusive evidence as against Lessee that Lessee has accepted said Premises as is and that Lessor is under no duty to repair anything, furnish any services for, or otherwise improve in any way the Premises.

3. **Term.** This Agreement shall commence as of the 1<sup>st</sup> day of July, 2011, and shall continue on a month by month basis until the 30<sup>th</sup> day of June, 2012, unless terminated earlier by either party as herein provided. This Agreement may be terminated upon thirty (30) days notice by either party. Neither party shall have nor make any claim, for damages or otherwise, upon the other

should either party elect to exercise its right to early, unilateral termination hereunder.

4. **Rental.** Lessee shall pay Lessor for the use of the Premises, facilities, rights, services, and privileges granted in this Agreement the sum of one dollar and twenty-five cents (\$1.25) per square foot for \_\_\_\_\_ square feet per month (\$\_\_\_\_\_) due and payable monthly, in advance, in equal monthly installments of \_\_\_\_\_ dollars (\$\_\_\_\_) per month beginning on the 1<sup>st</sup> day of July, 2011 and thereafter on the 1<sup>st</sup> day of each subsequent month. Said rental shall be inclusive of utilities (customary water, sewer, and electric). In the event the parties hereto enter into a new lease agreement for any subsequent year, the rental amount due thereunder shall, at a minimum, be increased to reflect any average increase in the Consumer Price Index over the previous year.

a. **Security Deposit.** Lessee shall, upon execution of this Agreement, deposit with Lessor a sum equal to the monthly rental amount to secure the faithful performance of Lessee's promises and duties contained herein (hereinafter referred to as the "Security Deposit"). Lessor shall not be required to pay any interest to Lessee upon the Security Deposit. Upon any termination of the tenancy herein created, including any month-to-month tenancy created from a holdover, Lessor may deduct from the security deposit amounts sufficient to pay i) any damages sustained by Lessor as a result of Lessee's non-payment of rent, non-fulfillment of the terms of this Agreement or breach of any term or condition of this Agreement, including but not limited to failure to remove improvements and return of the Premises to its original condition as more specifically provided for hereinafter; ii) any damages to the Premises for which Lessee is responsible; iii) any unpaid bills which become a lien against the Premises due to Lessee's occupancy, and iv) any Court costs incurred by Lessor in connection with terminating the tenancy. After having deducted the above amount(s), Lessor shall refund to Lessee the balance of the Security Deposit along with an itemized statement of any deductions therefrom. Notwithstanding the foregoing, Lessee shall not be required to furnish a security deposit if Lessee was a tenant of lessor immediately prior to July 1, 2011 and continues in that same tenancy.

5. **Assignment.** Lessee shall not assign its interest in this Agreement, sublease any portion of the Premises, or permit third parties to occupy or use any portion of the Premises without Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion. Notwithstanding the foregoing, Lessor expressly authorizes Lessee to utilize the Premises as herein described and expressly authorizes Lessee to provide such access to the Premises as is necessary to and for third parties to participate in Lessee's business and/or purposes as more fully described in numbered paragraph 6 hereinbelow.

6. **Use of Premises.** Lessee shall use the Premises during the term of this Agreement for purposes that are ordinary for and incidental to its regular course of business and none other. Lessee shall not make any unlawful or offensive use of the Premises and agrees to keep the same in good maintenance and aesthetically pleasing appearance.

7. **Care and Maintenance.** Lessor shall not be responsible for any maintenance of the Premises and Lessee agrees, at Lessee's own expense as additional consideration for this

Agreement, to maintain the Premises in an attractive manner and in compliance with any and all ordinances of the City of Washington. Lessee shall adequately secure the Premises when Lessee is not utilizing the same in order to prevent unsupervised access by the public. Lessee shall pay for the repair of any and all damages to the Premises caused by Lessee, its agents, employees, invitees, guests, customers, their respective successors and assigns, or any of them.

8. **Custodial Services.** Lessor may provide for light cleaning services in its discretion. Other custodial services are excluded.

9. **Improvements and Alterations.** The parties recognize that Lessee has made and may need to make certain improvements and alterations to the Premises in order to use the Premises as hereinbefore provided. In addition to any other permitting or approval process that may be required, Lessee shall submit a written plan, including sketch, for all such improvements and alterations to and receive approval thereof from the Director of Parks and Recreation. Lessee shall continually modify any existing improvements and alterations to the Premises as may be necessary to conform with such approval. It is expressly understood that such approval is subject to modification, in the discretion of the Director of Parks and Recreation, and that, if such approval is modified, Lessee shall modify its improvements and alterations as may be necessary to comply with such modified approval. Any alteration or improvement that is made by Lessee without written consent from Lessor or that is inconsistent, in Lessor's sole discretion, with Lessor's written consent shall constitute default hereunder. All such improvements and alterations made with Lessor's consent shall be properly maintained by Lessee, in Lessor's sole discretion.

10. **Inspections and Access.** Lessee does hereby agree that Lessor shall be allowed to inspect the Premises at any time. Lessee shall provide Lessor with such reasonable access over and across the Premises as may be necessary to enable and assist Lessor in the use, care, maintenance and improvement of Lessor's adjacent properties.

11. **Insurance.** Lessee shall, at its expense, obtain and maintain for the duration of this Agreement the following insurance coverages:

a. Statutory Workers' Compensation Insurance in amounts required by law and, unless exempted by applicable law, Employer's Liability Insurance at a minimum of \$100,000.00 for bodily injury by accident each employee and \$100,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 bodily injury by disease; and

b. Commercial General Liability Insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

The Commercial General Liability Insurance policy shall list Lessor as additional insured. Each such policy shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to Lessor. Lessee shall deliver to Lessor certificates of

insurance for all insurance policies required hereunder. Lessee shall, within a reasonable period of time prior to the expiration of any such policy, furnish Lessor with certificates of insurance evidencing renewal thereof. Lessor may, in its sole discretion, require Lessee to expand the form and/or increase the amounts of all such insurance.

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

13. **Personal Property Taxes.** Lessee shall pay or discharge prior to delinquency all taxes and other charges assessed against or levied upon its fixtures, equipment, furnishings, and its other personal property located on the Premises.

14. **Utilities.** The provision of utilities (water, sewer, and electricity) as is customary for the Premises shall be continued. Any increase thereof shall require a separate agreement.

15. **Miscellaneous and Other Item Expenses.** Unless otherwise specifically provided for herein, Lessee shall be solely responsible for all miscellaneous and other item expenses, including but not limited to those associated with the following: photocopies, postage, shipping, office supplies, furniture, equipment, computers, email, and any other expense associated with Lessee's use of the Premises.

16. **Parking.** This Agreement does not include parking by Lessee or Lessee's staff in the Peterson Building parking lot. However, members of the general public seeking access to Lessee may park in the Peterson Building parking lot and in other parking spaces available to the general public around the Peterson Building.

17. **Release, Waiver of Claims and Indemnity.** Lessee shall occupy the Premises at Lessee's own risk. Lessee for itself, its invitees, customers and guests and their respective parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns and each of their respective officers, directors, employees, shareholders, agents, accountants, attorneys, insurance carriers, sureties, representatives, consultants and advisors, both past and present, hereby shall unconditionally waive, release, hold free and harmless, indemnify and defend Lessor and its present and former employees, officials, and elected officials in both their respective individual and official capacities, agents, personal representatives, attorneys, insurers, heirs, successors and assigns, and each of them, respectively, of, from, and for all and any manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, attorney's fees, compensation and all consequential, compensatory, general, special and/or punitive damages or liabilities, known or unknown, which may result directly or indirectly from or be in any way related to, connected with or growing out of this Agreement, Lessee's occupancy as well as use of said Premises, including use by invitees, customers, or guests of Lessee, and Lessee's



matters involving the Premises as may be required by the City Manager.

21. **Relationship of Parties.** In carrying out the terms and conditions of this Agreement, Lessee is an independent party from Lessor and is not an agent or employee of Lessor. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship in the eyes of the law between Lessor and Lessee.

22. **Waiver.** No waiver of any condition, covenant or restriction of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition, covenant or restriction of this Agreement.

23. **Surrender of Possession, Holding Over.** Upon the expiration or any other termination of this Agreement, Lessee shall quit and surrender the Premises to Lessor. Within thirty (30) days of any such expiration or any other termination of this Agreement, Lessee shall retain ownership of and shall remove any items of personal property and shall, upon notice from Lessor, remove any and all improvements and alterations described in such notice, including fixtures, made or placed on or about the Premises by Lessee and, consistent with such notice, return the Premises to its condition prior to any installation or placement of such item(s) or making of any such improvements or alterations thereon. Failure by Lessee to perform the obligations contained in this numbered paragraph 23 within said thirty (30) day period shall entitle Lessor to remove and dispose of said personal property, improvements, and alterations and recover all of its costs and expenses in doing so from Lessee. If Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term of this Agreement, either with or without Lessor's acquiescence, Lessee shall be deemed a tenant at will, and such holding over by Lessee shall in no way constitute a renewal of this Agreement.

24. **Lessee's Default.** Any default by Lessee in the performance of any of the promises, duties, or obligations herein agreed to by Lessee or imposed upon Lessee by law shall, at Lessor's option, constitute a material breach of this Agreement, giving Lessor, in addition to all other rights and remedies as provided herein and provided by law, the right without notice or demand at the option of the Lessor immediately to a) terminate this Agreement; b) reenter, without liability to anyone for trespass or otherwise, the Premises; and c) collect from Lessee any damages resulting from default, including the cost of repairing the Premises, returning the Premises to its original condition, and any reasonable attorney's fees incurred as a result of default. Upon any reentry pursuant to this paragraph, the Lessor may, without liability to anyone, remove any personal property located on or about the premises, whether belonging to Lessee or otherwise, and dispose of the personal property as Lessor deems proper or to store such property at Lessee's expense. Lessor is further authorized to sell or cause to be sold any such personal property so removed, the proceeds from which may be used to pay any storage charges against the property or to satisfy any delinquent rental or other obligation due Lessor by Lessee.

25. **Illegal Provisions, Governing Law.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the

laws of North Carolina.

26. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the Lessee's use and occupancy of said Premises and all prior and contemporaneous agreements are merged herein, and this instrument shall not be altered or modified except in writing signed by all parties hereto.

*(The Remainder Of This Page Intentionally Left Blank.)*

**IN WITNESS WHEREOF**, after due authority given, the parties hereto have executed this Agreement as of the date first above written.

**PRE-AUDIT CERTIFICATE**

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

\_\_\_\_\_  
Matt Rauschenbach, Chief Financial Officer  
City of Washington

**LESSOR:**

**CITY OF WASHINGTON**

**ATTEST:**

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk  
City of Washington

By: \_\_\_\_\_  
Peter T. Connet, Interim City Manager  
City of Washington

**LESSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that **CYNTHIA S. BENNETT**, personally appeared before me this day and acknowledged that she is City Clerk of the **CITY OF WASHINGTON**, a North Carolina municipal corporation, and as the act of the corporation, the foregoing instrument was signed in its name by **PETER T. CONNET**, 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 \_\_\_\_\_, 20\_\_.

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

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

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

Before me, a Notary Public in and for the County and State aforesaid, this day personally appeared \_\_\_\_\_ and acknowledged that he/she is \_\_\_\_\_ of \_\_\_\_\_, and acknowledged the due execution by him of the foregoing instrument for the purposes therein expressed.

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

\_\_\_\_\_  
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:** January 13, 2011  
**Subject:** Budget Ordinance Amendment Workers Comp Reserve  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

**RECOMMENDATION:**

I move that City Council adopt a Budget Ordinance Amendment to appropriate funds to replenish the workers compensation reserve fund.

**BACKGROUND AND FINDINGS:**

The City's self funded workers compensation fund was established in fiscal year 2009/2010 with an excess reinsurance reserve of \$600,000 and \$225,094 for claims. We have operated from the reserve for two years without additional funding and need to provide adequate reserves for future claims through fiscal year 2011/2012. The benefit realized from being self funded vs. fully insured is estimated to have been \$81,167/year.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Budget Ordinance Amendment  
Workers Comp Replenishment  
Self Funded Benefit

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** PTC Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
6-8-11 Date

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

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

Section 1. That the Estimated Revenues in the below operating fund account numbers be increased to provide funds for the Worker's Compensation Reserve Fund.

10-00-3991-9910	Fund Balance Appropriated	\$199,185
32-90-3991-9910	Fund Balance Appropriated	1,811
34-90-3991-9910	Fund Balance Appropriated	3,048
35-90-3991-9910	Fund Balance Appropriated	<u>39,211</u>
	Total	\$243,255

Section 2. That the appropriations be increased or decreased in the fund account numbers below to provide funds for the Worker's Compensation Reserve Fund.

10-00-4400-5402	Worker's Comp Insurance	\$239,599
10-00-9990-9900	Contingency	(40,414)
30-90-6610-5402	Worker's Comp Insurance	427
30-90-9990-9900	Contingency	(427)
32-90-6610-5402	Worker's Comp Insurance	1,811
34-90-5710-5402	Worker's Comp Insurance	3,048
35-90-6610-5402	Worker's Comp Insurance	39,211
38-90-4710-5402	Worker's Comp Insurance	1,081
38-90-9990-9900	Contingency	<u>(1,081)</u>
	Total	\$243,255

Section 3. That the Estimated Revenues in the Worker's Compensation Reserve Fund be increased in the account numbers below to accept payments from the operating funds.

85-60-3940-1000	Payments from General Fund	\$239,599
85-60-3940-3000	Payments from Water Fund	427
85-60-3940-3200	Payments from Sewer Fund	1,811
85-60-3940-3400	Payments from Storm Water Fund	3,048
85-60-3940-3500	Payments from Electric Fund	39,211
85-60-3940-3800	Payments from Solid Waste Fund	<u>1,081</u>
	Total	\$285,177

Section 4. That the Worker's Compensation Reserve Fund appropriations budget be increased in the fund account numbers below to provide for the payment of worker's compensation claims.

85-60-4930-1000	WC Claims - General Fund	\$239,599
85-60-4930-3000	WC Claims - Water Fund	427
85-60-4930-3200	WC Claims - Sewer Fund	1,811
85-60-4930-3400	WC Claims - Storm Water Fund	3,048
85-60-4930-3500	WC Claims - Electric Fund	39,211
85-60-4930-3800	WC Claims - Solid Waste Fund	<u>1,081</u>
	Total	\$285,177

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 13<sup>th</sup> day of June, 2011.

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

Workers Comp Replenishment Calculation  
5/31/2011

	Claims to date	% of total claims	Allocated Amount
General Fund	\$247,998	84.02%	\$239,599
Water Fund	442	0.15%	427
Sewer Fund	1875	0.64%	1,811
Storm Water Fund	3155	1.07%	3,048
Electric Fund	40586	13.75%	39,211
Solid Waste Fund	1119	0.38%	1,081
Cemetery Fund	0	0.00%	0
Total	\$295,175	100.00%	285,178

WC Fund Balance at 5/31/11	\$532,822
Estimated June 2011 Claims	(10,000)
Estimated Accrual Entry	(60,000)
Estimated Balance @ 6/30/11	\$462,822
Less: Required Reserve	(600,000)
Less: FY 11/12 Estimated Claims	(148,000)
Funding Needed	(285,178)

**Self Funded Cost**

Claims paid	305,175
Third Party Administrator	40,000
Excess Reinsurance	<u>77,469</u>
Total Cost	422,644

**Fully Insured Cost**

Cost/yr	292,489
# of years	<u>2</u>
Total Fully Insured Cost	584,978

**Self Funded Benefit**

First two years	162,334
Average per year	81,167



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

**To:** Mayor Jennings & Members of the City Council  
**From:** Peter T. Connet, Interim City Manager  
**Date:** June 1, 2011  
**Subject:** Policy Revision for making Water & Sewer Billing Adjustments  
**Applicant Presentation:** N/A  
**Staff Presentation:** Peter T. Connet, Interim City Manager  
**RECOMMENDATION:**

I move that Council adopt the revised policy for Water & Sewer Billing Adjustment date May, 2011.

**BACKGROUND AND FINDINGS:**

It has been almost Seven (7) years since this policy was revised by the City Council (December 2004). I have reviewed the policy and checked to see what other cities are doing about large water bill adjustments. Most of the ones that I heard from allow for some type of adjustment to the water bill & sewer bill if the water didn't go through the sewer system. Customer Service makes every effort when a leak is detected to notify the customer as soon as possible, using door hangers and phone messages.

It is my recommendation that the attached policy be adopted and applied to those cases that are currently under review or consideration.

**PREVIOUS LEGISLATIVE ACTION:**

Old policy adopted December 2004 (attached)

**FISCAL IMPACT**

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

Public Works Director has estimated that water revenue account would be reduced by \$10,000 in a fiscal year.

**SUPPORTING DOCUMENTS**

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** PTC Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 6-8-11 Date

POLICY FOR  
WATER AND SEWER ADJUSTMENTS  
EFFECTIVE DECEMBER 2004

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Water Adjustments

The customer shall be responsible for all water metered. The city cannot be responsible for damages to customer's lines or faulty equipment which generates high water usage. There will be no adjustments granted to customers due to high water usage. The city's cost to treat the water is the same if it is used by the customer, leaks on the floor/ground, or a continuous flow due to a running/faulty commode.

Sewer Adjustments

A. Adjustments Denied

If a customer has a high water usage due to leaks or malfunctions of equipment, and the water did go back into the sewer system, then the customer will not receive an adjustment. Faulty commodes or constant running of water in commodes are good examples of this high water usage.

B. Adjustments Given

If a customer has a high water usage due to leaks or malfunctions of equipment, and the water did not go back into the sewer system, then the customer may receive an adjustment on sewer only. The following procedure will be followed before an adjustment is given.

1. The customer has to provide the Customer Service Representative with proof that the water leaked on the ground or premises before an adjustment can be considered.
2. A check-read service order will be generated by a customer service representative to verify the reading of the meter and to investigate signs of a leak. The water and sewer department will be notified, if any assistance is needed.
3. After investigation, it will be determined if the customer is due an adjustment.
4. Approximately sixty (60) days from the date of repair, the customer's account will be printed and given to Public Works Department for review.
5. Upon review of customer's usage history, a sewer adjustment will be granted based on an average monthly usage.
6. The adjustment will appear on the customer's utility account.

**\*\*ONLY IF WATER LEAKS ON THE FLOOR OR GROUND, THEN AN  
ADJUSTMENT MAY BE CONSIDERED\*\***

# POLICY FOR WATER AND SEWER BILLING ADJUSTMENTS EFFECTIVE MAY 2011

## WATER & SEWER ADJUSTMENTS

To make an adjustment, the City of Washington will need the following information from the customer:

- When the leak was discovered;
- Who made repairs, where and when; and
- A copy of the plumber's bill, or receipts for materials purchased if you made the repairs.

The amount of the bill adjustment depends in part on whether the water from the leak returned to the sanitary sewer system or leaked elsewhere on your property.

The City of Washington will issue a billing adjustment to any customer having a water leak repaired based on the following formula:

1. The customer will be required to pay for his monthly average water consumption, plus 40% of the total amount over the average.
2. The customer will be required to pay for his monthly average sewer consumption and will not be billed any additional charge, if the water did not go into the Sewer System.
3. If a customer has a high water usage due to leaks or malfunctions of equipment and the water did go back into the sewer system, then the customer will not receive an adjustment. Faulty commodes or constant running of water in commodes are good examples of this high water usage.

### **The City will only allow one adjustment during any 365 day period.**

If the City notifies a customer of a water leak at their premise and the customer does not correct the problem within 30 days of notification, the City will not issue any adjustment(s).

The following procedure will be followed before an adjustment is given.:

- The customer has to provide the Customer Service Representative with proof that the water leaked on the ground or premises before an adjustment can be considered.
- A check-read service order will be generated by a customer service representative to verify the reading of the meter and to investigate signs of a leak. The water and sewer department will be notified, if any assistance is needed.

- Approximately sixty (60) days from the date of repair, the customer's account will be printed and given to Public Works Department for review.
- Upon review of customer's usage history, a water and/or sewer adjustment will be granted based on an average monthly usage.
- The adjustment will appear on the customer's utility account.

Approved by City Council June 13, 2011



City of Washington

**REQUEST FOR CITY COUNCIL ACTION**

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**To:** Mayor Jennings & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** June 13, 2011  
**Subject:** Adopt Budget Ordinance for Fiscal Year 2011-2012, Set Advalorem Tax Rate and User Fee Schedule.  
**Applicant Presentation:** N.A.  
**Staff Presentation:** Matt Rauschenbach

**RECOMMENDATION:**

I move that City Council adopt the Budget Ordinance for Fiscal Year 2010-2011, set the 2011 Advalorem Tax rate at \$0.50 per \$100.00 value, and set the user fee schedule included in the appendix of the budget.

**BACKGROUND AND FINDINGS:**

Attached is the Budget Ordinance for Fiscal Year 2011-2012, totaling \$62,225,970. This ordinance appropriates the following amounts in the funds listed for operational expenses during the fiscal year:

General Fund	\$14,284,101
Water Fund	3,090,869
Sewer Fund	3,750,671
Storm Water Management Fund	689,229
Electric Fund	37,951,962
Airport Fund	406,229
Solid Waste Fund	1,248,500
Cemetery Fund	272,605
Library Trust Fund	225
Cemetery Trust Fund	800
E-911 Surcharge Fund	0
Public Safety Capital Reserve Fund	120,000
Economic Development Capital Reserve Fund	189,779
Water Capital Reserve Fund	30,000
Sewer Capital Reserve Fund	86,000
Facade Fund	10,000
Internal Service Fund	<u>95,000</u>
Grand Total	\$62,225,970

**PREVIOUS LEGISLATIVE ACTION**

Budget workshop discussions

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Annual budget  
Budget Ordinance

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**City Attorney Review:** \_\_\_ Date By: \_\_\_\_\_ (if applicable)

**Finance Dept Review:** \_\_\_ Date By: \_\_\_\_\_ (if applicable)

**City Manager Review:** \_\_\_ Concur \_\_\_ Recommend Denial \_\_\_ No Recommendation  
\_\_\_ Date

**CITY OF WASHINGTON, NORTH CAROLINA  
BUDGET ORDINANCE FOR FISCAL YEAR 2011-2012**

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

**Section 1.** The following amounts are hereby appropriated for the operation of the City of Washington government and its activities for the fiscal year beginning July 1, 2011, and ending June 30, 2012, according to the following schedules:

**Schedule A. General Fund**

**General Government**

City Council	62,503
Mayor	14,075
City Manager	289,403
Legal	260,000
TDA Director	112,256
Human Resources	278,593
Finance	482,423
Purchasing	126,724
Information Systems	248,393
Billing	154,722
Customer Services	660,980
Municipal Building	155,801
Miscellaneous	833,008
Economic Development	202,053
Debt Service	415,332

**Public Safety**

Police	2,881,186
E-911 Communication	393,190
Fire	1,618,293
Emergency Medical Services	832,355
Code Enforcement	234,511
Planning/Zoning	310,634

**Public Works**

Administration	80,103
Equipment Services	146,533
Street Lighting	122,000
Street Maintenance	453,690
Powell Bill	275,391
Stormwater Improvements	302,277

**Cultural and Leisure**

Brown Library	423,749
Recreation Administration	203,785
Recreation Events & Facilities	181,263
Athletics and Programs	34,582
Senior Programs	215,206
Waterfront Docks	101,306
Civic Center	148,525
Aquatic Center	339,878
Parks and Grounds	538,209
Agency Contributions	69,350

**Contingency**

Contingency	<u>81,819</u>
<b>Total General Fund Appropriations</b>	<b>\$14,284,101</b>

**Schedule B. Water Fund**

Administration	85,600
Debt Services	268,499
Miscellaneous	592,477
Water Meter Services	370,702
Water Treatment	1,228,051
Water Distribution Maintenance	224,027
Water Distribution Construction	321,513
Contingency	<u>0</u>
<b>Total Water Fund Appropriations</b>	<b>3,090,869</b>

**Schedule C. Sewer Fund**

Administration	83,625
Debt Service	585,259
Miscellaneous	502,899
Wastewater Collection Maintenance	264,376
Wastewater Collection Construction	174,437
Wastewater Treatment	1,133,179
Wastewater Stations	975,298
Contingency	<u>31,598</u>
<b>Total Sewer Fund Appropriations</b>	<b>3,750,671</b>

### Schedule D. Storm Water Management Fund

Operations	95,055
Debt Payment	586,002
Nutrient Control	6,100
Contingency	<u>2,072</u>
<b>Total Storm Water Management Fund Appropriations</b>	<b>689,229</b>

### Schedule E. Electric Fund

Administration	298,449
Customer Service	0
Debt Service	891,949
Miscellaneous	2,690,807
Electric Meter Services	
	469,807
Utility Communications	300,703
Substation Maintenance	1,125,957
Load Management	243,690
Power Line Maintenance	1,329,707
Power Line Construction	1,491,462
Purchase Power	29,064,240
Contingency	<u>45,191</u>
<b>Total Electric Fund Appropriations</b>	<b>37,951,962</b>

### Schedule F. Airport Fund

Operational Expenses	406,229
Contingency	<u>0</u>
<b>Total Airport Fund Appropriations</b>	<b>406,229</b>

### Schedule G. Solid Waste Fund

Debt Service	71,160
Solid Waste Operations	1,143,529
Contingency	<u>33,811</u>
<b>Total Solid Waste Fund Appropriations</b>	<b>1,248,500</b>

### Schedule H. Cemetery Fund

Operational Expenses	272,605
Contingency	<u>0</u>
<b>Total Cemetery Fund Appropriations</b>	<b>272,605</b>

### Schedule I. Library Trust Fund

Administration Charges to General Fund for Library Operations	<u>225</u>
<b>Total Library Trust Fund Appropriations</b>	<b>225</b>

### Schedule J. Cemetery Trust Fund

Administration Charges to General Fund for Cemetery Operations	<u>800</u>
<b>Total Cemetery Trust Fund Appropriations</b>	<b>800</b>

### Schedule K. E-911 Surcharge Fund

Contract Services	0
Contingency	<u>0</u>
<b>Total E-911 Surcharge Fund Appropriations</b>	<b>0</b>

### Schedule L. Public Safety Capital Reserve Fund

Transfer to General Fund	<u>120,000</u>
<b>Total Public Safety Capital Reserve Fund Appropriations</b>	<b>120,000</b>

### Schedule M. Economic Development/Capital Reserve Fund

Transfer to General Fund	<u>189,779</u>
<b>Total Economic Development/Capital Reserve Fund</b>	

<b>Appropriations</b>	<b>189,779</b>
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**Schedule N. Water Capital Reserve Fund**

Transfer to Water Fund	<u>30,000</u>
<b>Total Water Capital Reserve Fund</b>	
<b>Appropriations</b>	<b>30,000</b>

**Schedule O. Sewer Capital Reserve Fund**

Transfer to Sewer Fund	<u>86,000</u>
<b>Total Sewer Capital Reserve Fund</b>	
<b>Appropriations</b>	<b>86,000</b>

**Schedule P. Facade Fund**

Economic Development-Facade Grant	<u>10,000</u>
<b>Total Facade Fund Appropriations</b>	<b>10,000</b>

**Schedule Q. Internal Service Fund**

Worker's Compensation Claim Payments	<u>95,000</u>
<b>Total Internal Service Fund Appropriations</b>	<b>95,000</b>

<b>Total Appropriations for all Funds</b>	<b>\$62,225,970</b>
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Section 2. It is estimated that the following revenue will be available during the

year beginning July 1, 2011, and ending June 30, 2012, to meet the foregoing appropriations according to the following schedule:

### Schedule A. General Fund

Ad Valorem Taxes		4,080,260
Other Taxes		2,338,370
Restricted Intergovernmental Revenue		580,228
Unrestricted Intergovernmental Revenue		1,736,989
Licenses and Permits		60,820
Rents		601,716
Sales and Services		816,072
Interest Earnings		50,830
Lease Purchase Proceeds		232,000
Private Contributions		11,000
Miscellaneous		25,000
Fund Balance Appropriated		0
Administrative Charges from Other Funds for Services:		
Electric Fund		1,269,231
Water Fund		279,503
Sewer Fund		280,932
Solid Waste Fund		176,879
Storm Water		0
Airport Fund		19,296
Cemetery Fund		20,146
Library Trust Fund		225
Tourism Development Authority		111,970
Civic Center		84,715
Transfers from Other Funds:		
Water		143,926
Sewer		81,064
Electric		973,150
Capital Reserves		<u>309,779</u>
<b>Total General Fund Revenues</b>		<b>14,284,101</b>

### Schedule B. Water Fund

Water Charges		2,850,000
Sales and Services		69,460
Interest Earnings		2,200

Miscellaneous	4,175
Installment Note Proceeds	0
Rents	34,777
Transfer from Water Capital Reserve	30,000
Fund Balance Appropriated	<u>100,257</u>
<b>Total Water Fund Revenues</b>	<b>3,090,869</b>

#### Schedule C. Sewer Fund

Wastewater Charges	3,020,000
Sales and Services	25,500
Interest Earnings	7,500
Assessments	11,671
Loan Proceeds (State Revolving Loan)	600,000
Transfer from Capital Reserve	<u>86,000</u>
<b>Total Sewer Fund Revenues</b>	<b>3,750,671</b>

#### Schedule D. Storm Water Management Fund

Interest Earnings	1,500
Sales & Service	7,800
Storm Water Charges	492,000
Interest Rebates (RZEDB)	104,738
Fund Balance Appropriated	<u>83,191</u>
<b>Total Storm Water Management Fund Revenues</b>	<b>689,229</b>

#### Schedule E. Electric Fund

Electric Charges	36,651,859
Sales and Services	453,220
Interest Earnings	10,000
Miscellaneous	75,000
Installment Note Proceeds	630,000
Administration Charges From Other Funds:	
Water	82,208
Sewer	<u>49,675</u>
<b>Total Electric Fund Revenues</b>	<b>\$37,951,962</b>

### Schedule F. Airport Fund

Rentals	63,300
Sales & Services	106,280
Grants	150,000
Transfer from Other Funds:	
General Fund	<u>86,649</u>
<b>Total Airport Fund Revenues</b>	<b>406,229</b>

### Schedule G. Solid Waste Fund

Interest Earnings	800
Solid Waste Tax	6,700
Fees	<u>1,241,000</u>
<b>Total Solid Waste Fund Revenues</b>	<b>1,248,500</b>

### Schedule H. Cemetery Fund

Interest Earnings	0
Sales & Services	196,400
Transfer from G/F	74,505
Adm. Charges from Cemetery Trust	<u>1,700</u>
<b>Total Cemetery Fund Revenues</b>	<b>272,605</b>

### Schedule I. Library Trust Fund

Interest Earnings	<u>225</u>
<b>Total Library Trust Fund Revenues</b>	<b>225</b>

### Schedule J. Cemetery Trust Fund

Interest Earnings	<u>800</u>
<b>Total Cemetery Trust Fund Revenues</b>	<b>800</b>

**Schedule K. E-911 Surcharge Fund**

Surcharge Collections	0
Interest Earnings	<u>0</u>
<b>Total E-911 Surcharge Fund Revenues</b>	<b>0</b>

**Schedule L. Public Safety Capital Reserve Fund**

Transfer From General Fund	120,000
Fund Balance Appropriated	<u>0</u>
<b>Total Public Safety Capital Reserve Fund Revenues</b>	<b>120,000</b>

**Schedule M. Economic Development /Capital Reserve Fund**

Payments From Other Funds	<u>189,779</u>
<b>Total Economic Development/Capital Reserve Fund Revenues</b>	<b>189,779</b>

**Schedule N. Water Capital Reserve Fund**

Fund Balance Appropriated	<u>30,000</u>
<b>Total Water Capital Reserve Fund Revenues</b>	<b>30,000</b>

**Schedule O. Sewer Capital Reserve Fund**

Fund Balance Appropriated	<u>86,000</u>
<b>Total Sewer Capital Reserve Fund Revenues</b>	<b>86,000</b>

**Schedule P. Facade Fund**

Transfer from G/F	<u>10,000</u>
<b>Total Façade Fund Revenues</b>	<b>10,000</b>

**Schedule Q. Workers Comp Internal Service Fund**

Payments from Operational Funds	<u>95,000</u>
<b>Total Workers Comp Internal Service Fund Revenues</b>	<b>95,000</b>

**Total Estimated Revenues for all Funds** **62,225,970**

**Section 3.** There is hereby levied the following rate of tax on each one hundred dollars (\$100.00) valuation of estimated taxable property listed for taxes as of January 1, 2011, for the purpose of raising the revenues from property taxes, as set forth in the foregoing estimates, and in order to finance the foregoing appropriations:

General Fund	
Total Rate per \$100 of	
Valuation of Taxable Property	.50

Such rate of tax is based on an estimated total assessed valuation of property tax for the purpose of taxation of \$828,459,000 with an estimated rate of collections of ninety-three percent (92.82%).

**Section 4.** Some estimates of revenue other than the property tax exceed the amount actually realized in cash from each source in the preceding fiscal year, but the facts warrant the expectations that in each case the estimated amount will actually be realized in cash during the budget year.

**Section 5.** Appropriations are authorized by department totals. The Finance Officer is authorized to reallocate departmental appropriations among various line item objects of expenditures and revenues as necessary during the budget year. The City Manager is authorized to reallocate appropriations among the various departmental totals of expenditures within the General Fund, Water Fund, Sewer Fund, Electric Fund, Storm Water Management Fund, Airport Fund, Solid Waste Fund, and Cemetery Fund as allowed by North Carolina General Statute 159-15. Any such transfers between departments shall be reported to the City Council at its next regular meeting following the transfer and shall be entered into the official minutes of the City of Washington.

**Section 6.** Copies of this ordinance shall be filed with the Finance Director of the City of Washington, to be kept on file by her for her direction in the disbursement of City funds.

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

**Section 8.** This ordinance shall become effective July 1, 2011.

Adopted this the 13th day of June, 2011.

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MAYOR

ATTEST:

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CITY CLERK

	<u>General Fund</u>	<u>Electric Fund</u>	<u>Water Fund</u>	<u>Sewer Fund</u>	<u>Storm Water</u>	<u>Solid Waste</u>	<u>Cemetery</u>	<u>Total</u>	<u>Corresponding Budget Page Number</u>
Beginning Contingency Balances	\$ 25,540	\$ -	\$ 17,530	\$ 24,051	\$ 2,006	\$ 36,327	\$ -	\$ 105,454	56, 261,183, 209,221, 283, 293
Sectionalization Plan (deferred)		70,000						70,000	232
401K correction		2,700						2,700	239
Professional Services correction		(10,000)						(10,000)	245
Utility Services correction (keying error)		(25,200)						(25,200)	245
Debt Service Savings (Terra Ceia deferred)		21,621						21,621	223, 227
WHDA Funding	(66,000)	66,000						-	229
Heat Pump Rebates WHA (\$20,000 over 4 years)		(5,000)						(5,000)	250
Participant Fees eliminated	(40,000)							(40,000)	9
WHDA Hotel Feasibility Study		(10,000)						(10,000)	229
Turnage Utilities		(20,000)	(1,000)	(1,000)				(22,000)	165, 191, 229
EDC Funding moved to Enterprise Funds	91,779	(30,593)	(30,593)	(30,593)				-	165, 191, 229
Grasshopper mower (Parks/Grounds Main)	5,000							5,000	148
EMS Medicaid Reimbursement - Revised	12,000							12,000	8
Worker's Comp Reinsurance cost increase	(7,869)	(2,164)	(393)	(984)		(590)		(12,000)	See Worker's Comp Insurance Accts. (.5402)
WHDA Funding back to Electric	66,000	(66,000)						-	229
Debt Service Savings (borrow in April)	13,020	36,146						49,166	227
Sewer - Transfer from CRF to pay for 13th & Bridge				40,000				40,000	185, 315
Water - Transfer from CRF to pay for SCADA poles			30,000					30,000	159, 312
Electric - Increase Late Penalty Revenue		15,000						15,000	223
Additional AMR meters			(115,000)					(115,000)	169
Playground equipment at 3rd and Pierce	4,000							4,000	148
Replace boardwalk boards (25% per year)	6,000							6,000	148
Concrete walkway at Complex	3,500							3,500	147
Salaries - Bonus of \$250 if > 6 months of service	(45,555)	(10,315)	(4,445)	(4,445)	-	(3,727)	(1,434)	(69,921)	See all salary accounts (.0200, .0500, .0700)
Salary changes since April due to evaluations or turnover	(8,571)	(1,920)	(321)			718		(10,094)	See salary accounts (.0200, .0500, .0700)
Cook top at Complex (deferred)	7,500							7,500	147
Property, Casualty, Liability Insurance decrease	15,475	14,916	3,966	4,569	66	1,083	138	40,213	See all Insurance Premium accounts (.5400)
<b>Total Proposed Contingency</b>	<b>\$ 81,819</b>	<b>\$ 45,191</b>	<b>\$ (100,257)</b>	<b>\$ 31,598</b>	<b>\$ 2,072</b>	<b>\$ 33,811</b>	<b>\$ (1,296)</b>	<b>\$ 92,939</b>	

**Notes:**

1. Negative totals result in Fund Balance appropriated in the Water Fund and General Fund Transfer in the Cemetery Fund.