



AUGUST 8, 2011
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from July 18, 2011 **(page 4)**

Approval/Amendments to Agenda

Presentation: Washington 14U All Stars- Winners of the Southeast
Regional Title, Babe Ruth District 6 and State
Championships

Evelyne Roberson, Six years as chair person for the
Washington/Beaufort County Human Relations Council

I. Consent Agenda:

- A. Declare – Surplus/Authorize Electronic Auction of Vehicles through
GovDeals **(page 30)**
- B. Authorize – Notice of Residual Petroleum for 131 Bridge Street
(page 31)
- C. Adopt – Main Street II Grant Project Amendment **(page 45)**
- D. Accept – Governor’s Crime Commission Grant **and** Adopt a Budget
Ordinance Amendment (\$9,409.69) **(page 47)**
- E. Accept – Operational Agreements with the Beaufort County Board
of Education to provide School Resource Officers (SRO) for
Washington High School and P.S. Jones Middle School for the
school year 2011-2012 **(page 49)**
- F. Approve – Purchase Orders >\$20,000 **(page 66)**

II. Comments from the Public:

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

- A. None



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IV. Public Hearing – Other:

A. None

V. Scheduled Public Appearances:

A. None –

VI. Correspondence and Special Reports:

A. Memo – The Grace Martin Harwell Senior Center Partners, Inc's
(page 69)

B. Memo – Jack's Creek Greenway Project (\$98,966) **(page 70)**

VII. Reports from Boards, Commissions and Committees:

A. Human Relations Council **(page 76)**

B. Financial Reports **(emailed as available)**

VIII. Appointments:

A. Appointment – to Historic Preservation Commission and Human Relations Council **(page 78)**

IX. Old Business:

A. Accept & Adopt – Accept the recommendation of the Planning Board **and** Adopt the Ordinance to amend Chapter 20, Article 1, Section 20-17 **Graffiti (page 84)**

B. Authorize – City Manager to implement the Classification and Pay Grade changes for the positions in the Information Technology and Police departments as recommended by the MAPS Group **(page 88)**

C. Update – Police Safety Facilities **(page 107)**

X. New Business:

A. Endorse & Approve – Community Branding Project **(page 109)**



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- B. Approve – Ordinance Amendment Chapter 18, Section 77: Stop Intersections and Section 78: Yield Intersections **(page 115)**
 - C. Award – Contract for Construction Engineering and Inspection to Summit Consulting Construction – Brown Street Bridge **(page 118)**
 - D. Award – Main Street Energy Fund Contract for Labor, Material and Equipment and allow the Manager to issue the Notice to Proceed to Air Care (\$72,207) and Contour Electric (\$19,308) **(page 120)**
 - E. Accept, Authorize and Adopt – Accept NCDOT Bicycle/Pedestrian Grant, Authorize Mayor to sign agreement with NCDOT (\$28,000), Adopt Budget Ordinance Amendment (\$7,000-City match) **and** Adopt Grant Project Budget Ordinance **(page 136)**
 - F. Approve – Application by Washington Fire Department for the 2011 FEMA Assistance to Firefighters Grant **(page 154)**
 - G. Adopt – A Declaration of Official Intent to Reimburse for Fiscal Year 2011/2012 Installments **(page 155)**
 - H. Approve – Purchase of EMS truck and Power Stretcher; and approve purchase order in the amount of \$131,413.75 to Select Custom Apparatus for the EMS truck **(page 158)**
- XI. Any Other Items From City Manager:
- A. None –
- XII. Any Other Business from the Mayor or Other Members of Council
- A. None –
- XIII. Adjourn – Until August 22, 2011 at 5:30 pm, in the Council Chambers at the Municipal Building.

The Washington City Council met in a regular session on Monday, July 18, 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; Cynthia Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Acting City Manager/Chief Financial Officer; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; John Rodman, Planning Director; Keith Hardt, Electric Director; Mick Reed, Police Chief; Susan Hodges, Human Resources Director; Betty Gray, of the Washington Daily News and Delma Blinson of the Beaufort Observer.

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

APPROVAL OF MINUTES

Councilman Mercer noted a correction to page 8 of the June 6th minutes. The number of AMR water meters should be 3,000 not 20,000.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council approved the minutes of June 6th as amended and June 13th & 27th, 2011 as presented.

APPROVAL/AMENDMENTS TO AGENDA

Councilman Mercer suggested the following amendment to the agenda:

1. Move from Consent Item D to Old Business: Approve – Purchase Orders >\$20,000 (**page 58**)

Mayor Jennings noted that the Bob Henkel will not be able to attend and requested his presentation be removed from the agenda.

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

PRESENTATIONS

Winners of the 8th Grade Stormwater Contest:

Taylor Abele
Rachel Alligood
Zack Crawford
Heather Shea

CONSENT AGENDA

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

A. Amend – Chapter 18, Section 18-128 – One-hour Parking Areas

**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)

West Second Street (south side), from Market Street westwardly a distance of one hundred ninety (190) feet.

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

Section 3. This ordinance shall become effective July 19, 2011.

This the 18th day of July 2011.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

B. Adopt – Budget Ordinance Amendment and a Capital Project Ordinance for the Main & Respass Lift Station Project

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011/2012**

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

Section 1. That the Estimated Revenues in the Sewer Fund be decreased in the amount of \$600,000 in the account Other Loan Proceeds, account number 32-90-3920-9105.

Section 2. That account number 32-90-8230-7400, Capital Outlay, Lift Station Department portion of the Sewer Fund appropriations budget be decreased in the amount of \$600,000 due to setting up a capital project fund to account for the expenses.

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

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

Adopted this the 18th day of July, 2011.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

**A CAPITAL PROJECT ORDINANCE FOR MAIN & RESPESS LIFT STATION UPGRADE
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1. The project authorized is to provide funds for upgrading the Main Street & Respass Street lift station.

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

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

73-90-8000-0400	Grant/Loan Administration	\$ 20,000
73-90-8000-0405	Legal Fees	6,000
73-90-8000-0410	Engineering/Permitting	160,000
73-90-8000-4500	Construction	376,400
73-90-8000-9900	Contingency	<u>37,600</u>
	Total	\$ 600,000

Section 4. The following revenue is anticipated to be available to complete this project:

73-90-3490-0000	State Loan Proceeds	\$ 600,000
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Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the State Revolving Loan Fund loan agreement.

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

Section 7. The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 3 and on the total loan revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this capital project in every budget submission made to the City Council.

Section 9. Copies of this capital project ordinance shall be furnished to the City Clerk, Budget Officer, and Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall become effective upon its adoption.

Adopted this the 18th day of July, 2011.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

C. Approve – Budget Ordinance Amendment Stormwater Improvements

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012

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

Section 1. That the Contingency portion of the RZDEB Stormwater Project be decreased in the amount of \$44,205, account number 58-90-5710-9900.

Section 2. That account number 58-90-5710-4500, Construction portion of the RZDEB Stormwater Project be increased in the amount of \$44,205.

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

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

Adopted this the 18th day of July, 2011.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III

D. **Moved to Old Business:** Approve – Purchase Orders >\$20,000 (page 58)

**TOM THOMPSON – PRESENTATION -
BEAUFORT COUNTY EDC**

<p>Jobs Lost : 1990 - 2007</p> <ul style="list-style-type: none"> <input type="checkbox"/> Amilite/Singer 600 <input type="checkbox"/> Cox Target Media600 <input type="checkbox"/> Hamilton Beach 1500 <input type="checkbox"/> Bonny Products 400 <input type="checkbox"/> Hampton Shirt 250 <input type="checkbox"/> Washington Garment 150 <input type="checkbox"/> National Spinning 1800 	<p>Brooks Boatworks</p> <ul style="list-style-type: none"> <input type="checkbox"/> Started operations 2006 <input type="checkbox"/> Baseline 20 jobs <input type="checkbox"/> Current job total = 15
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<p><input type="checkbox"/> TOTAL 5300</p>	
<p>Cox Target Media Camfill Farr</p> <p><input type="checkbox"/> Tax base in Pitt County</p> <p><input type="checkbox"/> 0 jobs/tax base`´´</p> <p><input type="checkbox"/> Bldg acquired in 2002 by C100 in 2004</p> <p><input type="checkbox"/> 95 jobs today</p>	<p>Carver Expansion 2009</p> <p><input type="checkbox"/> Baseline 60</p> <p><input type="checkbox"/> One NC grant \$45,000</p> <p><input type="checkbox"/> Golden Leaf grant of ~\$600,000 to C100</p> <p><input type="checkbox"/> C100 leasing equipment</p> <p><input type="checkbox"/> Current employment 82</p> <p><input type="checkbox"/> Target 110</p>
<p>Egret Boats</p> <p><input type="checkbox"/> Opened in 2007 <input type="checkbox"/> Kevlar Boats</p> <p><input type="checkbox"/> 14 employees</p> <p>Coeur Expansion 2004 Baseline 60 employees C100 acquired/upgraded building C100 acquired adjacent lot for parking Current 128</p>	<p>Miller Harness Flanders Company announced MOX production in South Carolina in 2006 C100 offered to acquire Page building EDC: One NC Grant ~ \$200,000/ County/City received w/s grant \$300,000 Current 300 employees Swords into plowshares</p>
<p>Hackney/SVC Bankrupt/Restructured in 2004 One NC grant for rehab Baseline jobs = 0 Current = 171</p>	<p>Impressions</p> <p><input type="checkbox"/> 2001: 70 employees</p> <p><input type="checkbox"/> 2008: 240 employees</p> <p><input type="checkbox"/> Current: 158</p> <p><input type="checkbox"/> C100 acquired grants/financing to retrofit 2008/2009</p>
<p>Vacant Lowes Building Prettl Appliance Systems (PAS)</p> <p><input type="checkbox"/> Started 2003 – 75 jobs</p> <p><input type="checkbox"/> New contracts with Whirlpool -2010</p> <p><input type="checkbox"/> One NC Grant</p> <p><input type="checkbox"/> \$800,000</p> <p><input type="checkbox"/> C 100 match</p> <p><input type="checkbox"/> Must Maintain 125 jobs</p> <p><input type="checkbox"/> Must add 237 jobs</p> <p><input type="checkbox"/> Potential: 600+</p>	<p>XS Smith Current: 20 jobs Acquired QSI 2007 C100 grant ~ \$130K</p> <p>Liberty Associates /Fountain Baja Donzi Pro Line One NC Grant 156,000 230 Jobs</p>

<p>Skills Center</p> <ul style="list-style-type: none"> <input type="checkbox"/> In Systems Design <input type="checkbox"/> Hi Tide <input type="checkbox"/> Brooks <input type="checkbox"/> Egret <input type="checkbox"/> Flanders <input type="checkbox"/> Project New Hope 	<p>TOTAL JOBS ADDED: 1000 ≥12,000,000 in grants</p> <p>Quick Start 2 – prospects</p> <ul style="list-style-type: none"> *Refrigerated Trucks *Plasma Generation *Expansion
<p>County Incentives:</p> <p>Brooks Boatworks, Camfil Farr, Coeur Medical, Impressions , X.Smith \$0, Flanders(Page Building) \$0 – Incentives Complete</p> <p>Egret Boats \$0 – No incentives</p> <p>Hackney - \$12,500 Incentives Complete</p> <p>Prettl Appliance \$53,000 – Incentives Complete</p>	<p>Industrial Park</p> <ul style="list-style-type: none"> *No buildings in 2004 *Four occupied buildings today *One more announcement soon *Water and Sewer 85% complete *Water and Sewer grants – 100% *Total: \$2m+
<p>*possible wind energy company (Pantego area)</p> <p>Non-industrial</p> <ul style="list-style-type: none"> *US 17 *NC 20 *Miracle Mile 	<p>Bath Incubator</p> <p>Chocowinity Industrial Park</p> <ul style="list-style-type: none"> *12”gas *Rail *US 17 four-lane *Water/Sewer/Rail/Road grants in hand *Most permitting done, Corps close to sign off *Two energy projects *One rail project *C100 contributed \$70,000

COMMENTS FROM THE PUBLIC

Dot Moate reported the Little Washington Sailing Club has 63 students signed up for lessons. She further noted that UNC-TV presented a special last week on the Little Washington Sailing Club, if you missed the video it may be viewed on www.littlewashingtonsailingclub.org.

PUBLIC HEARING: TO CONSIDER GRANT APPLICATION SUBMISSION FOR THE TALENT ENHANCEMENT GRANT PROGRAM AND ADOPT ALL SUPPORTING COMPLIANCE POLICIES

Mayor Jennings opened the public hearing. Bianca Gentile, Community Development Planner explained that the N.C. Department of Commerce, Rural Development Division announced the availability of \$700,000 in funds for Talent Enhancement Capacity Building Grant. A workshop was conducted in Raleigh, NC on June 29, 2011 at 11:00 am. Staff attended this workshop and learned that these grants will be awarded through competitive process as part of a collaborative with East Carolina University’s Office of Engagement, Innovation and Economic Development. These grants are intended

to address the challenge of developing talent in smaller, rural economies in North Carolina. The goal of TECBG grant is to provide for local units of government opportunity to build capacity in areas to develop appropriate and competitive CDBG grants, administer CDBG grants, grant writing, grant administration, economic impact analyses, community survey research and design, and feasibility study preparation. It is anticipated that fourteen (14) grants will be awarded in the amount of \$50,000 each with duration of 15 months. These TECBG grants will follow all Community Development Block Grant Rules, regulations, and policies. Applications due: July 22, 2011. No local match required.

Ms. Gentile explained that funds can be used to support existing staff salary as well as educational opportunities. Attendance is required at East Carolina University through their Masters Program in Public Administration where staff will be given opportunities to learn further about grants administration. Funding can also be used to start an internship program or to fund an outside agency for planning support. One of the requirements is that at the end of the 15 month grant period, a project report will have to be submitted to the Dept. of Commerce/CIA Division for future funding. Funding at the end of the 15 month period will be to assist moving forward with the Keysville Road Project.

Councilman Mercer inquired what the \$33,000 would be used for regarding staffing. John Rodman, Planning Director explained the funds will be used to supplement staff salary. This will allow current salary funds to be “freed up” to fund other projects, such as updating the GIS system, plotter and possibly student interns. The internship would expire when the grant cycle expired.

Mayor Pro tem Roberson noted if we have the opportunity to enhance the GIS program then we definitely need to do that as we are more than 10 years behind on our mapping programs.

Mayor Jennings opened the floor for public comment. There being no public comments, Mayor Jennings closed the public hearing.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the submission of an application to the Talent Enhance Grant Program sponsored by the NC Department of Commerce, Rural Development Division, for \$50,000 and adopted all supporting compliance policies: fair housing, flood plain certification and environmental review record. All voted in favor and the motion carried.

**PUBLIC HEARING: TO CONSIDER GRANT APPLICATION SUBMISSION FOR 2011
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (\$11,252)**

Mayor Jennings opened the public hearing. Major Sandy Blizzard stated the Washington Police Department is eligible to apply for the Edward Byrne Memorial Justice Grant. Currently, \$11,252 is available to the City of Washington in non-competitive, direct appropriation funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to the City of Washington.

- These grants are designed to assist local governments in all components of the criminal justice system
- The City proposes to use the funds to purchase essential evidence room storage, evidence room ventilation, and evidence receive/track software.
- Participation in the program requires no local match.

Mayor Jennings opened the floor for public comment. There being no public comments, the public hearing was closed.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the submission of a grant application to the Bureau of Justice through the Edward Byrne Memorial Justice Grant opportunity, local solicitation direct appropriations.(\$11,252)

MEMO – LOAD MANAGEMENT DEVICE REPORT

Total Load Management Switch Installations 588

Air Conditioner/Heat Pump Control Installations 490

Auxiliary Heat Strip Control Installations 357

Water Heater Control Installations 381

Total Appliance Control Installations for Project 1,228

MEMO – SPROUT RENEWABLE ENERGY KIOSK

(begin memo) Unused funds from the Main Street Energy Fund will be used to install the Sprout Kiosk on property outside of the NC Estuarium, 223 Water Street. This renewable energy kiosk showcases solar panels, a wind turbine, and weather station. The data generated from all three components serves an exhibit to educate students and the general public. The integrated information appears on an intuitive dashboard to help connect weather to the renewable energy it can produce. The stand-alone kiosk is powered by its energy systems to go anywhere with minimal infrastructure coordination. The Sprout kiosk connects technology and information seamlessly transforming the process for learning about clean energy. The full size components are easy to see and Sprout displays real time data on its screen and through a web-interface to any location.

Matching funds have been raised by corporate sponsors including Potash Corporation, an anonymous donor, and Electricities. This activity requires no match from the City. The Sprout Kiosk is a 30' tall device, resting on a 5x5 structurally engineered concrete slab. It is designed to withstand winds of up to 130MPH and was invented by a team of architects, boat builders and engineers from eastern North Carolina, two of which live in Washington. Preliminary approval to install the kiosk has been granted by the Washington Harbor District Alliance and the Historic Preservation Commission. Additionally, the City will work with NC Partnership for the Sounds to develop a maintenance agreement.(end memo)

Councilman Mercer inquired where the funds would come from for this project. Bianca Gentile stated part of the funds are from the Main Street Energy Fund and the remaining funds are from private contributions. Mr. Rauschenbach stated there was approximately \$40,000 remaining in this grant that would have been surrendered. This is the first installation of the Sprout Renewable Energy Kiosk in the state. This kiosk is linked directly to the school system to provide learning opportunities. Councilman Mercer explained that Council should've been advised about this matter before reading it in the newspaper. Mayor Jennings stated this subject was included in an update from the new City Manager Josh Kay and Council was included in the update. Mayor Jennings stated the Estuarium is very excited about this project and excited that it ties into the school system. Ms. Gentile gave a brief history of the grant. Originally seven building owners were included in the project, but only three remained leaving approximately \$40,000 in the grant that was going to be lost. Ms. Gentile stated the Dept. of Energy/Federal level allowed the repurpose of grant funds so an educational demonstration could be used as a local science center linked to the school system and promoting renewable energy. Sprout was

invented by several engineers and boat builders in Eastern North Carolina and Washington. This is an important tool to assist in education as well as prompting tourism.

MEMO – CIVIC CENTER DECK REPAIR

(begin memo) Ms. Lynn Lewis, Director of the Washington Tourism Development Authority, has requested that the decking boards on the deck surrounding the Washington Civic Center be replaced due to the poor condition. Lynn asked Wayne Harrell, Chief Building Official, to inspect the existing deck to make sure the project could be done per current building code and where possible, ADA standards be applied. The Inspections Office inspected the deck in June and has developed a report on the existing conditions and the problems that exist with the current deck. A report on the findings of that inspection will be presented to Council during the July 18th meeting. In the meantime if you have any questions or I may assist you in any way please don't hesitate to let me know.(end memo)

John Rodman, Planning Director explained that Chief Building Inspector Wayne Harrell, Inspector Allen Pittman and himself reviewed the deck at the Civic Center and found several issues. Mr. Harrell explained the decking is rotting and not secure in areas creating an unlevel surface. The code no longer allows 4 x4's or 6 x 6's to be used as girders. The deck was built to code at the time of construction although now it does not meet code. Some support posts are on above ground pre-cast footers. Decks exceeding 30" above grade do not have guardrails. Handrails are inadequate and not properly supported. The profile of the steps are incorrect and the step risers are too high. Handrails are required on both steps and ramps. Handicap ramps do not terminate at an accessible location and ramp landings are inadequate. Threshold where concrete section of handicap ramp and wooden ramp section meet exceeds the height allowance causing a trip hazard. Also, the door threshold exceeds the height allowance. Festoon style lighting circuits are not properly supported and wiring insulation is cracked. Wire should be protected in conduit. Wiring in conduit is not properly supported. Conductor splices are made with electrical tape and are located within junction boxes. Exterior outlets are not GFCI protected and are not in a While-In-Use weatherproof receptacle cover. Planter box is not adequately supported or secured.

Matt Rauschenbach, CFO explained that \$15,000 was authorized in the budget for improvements. John Rodman stated that if the existing decking needed to be repaired that could be done and not have to be brought up to current code. The electrical issues need to be addressed. Council discussed the need for the decking on the Gladden Street side. Mr. Rodman explained it is used for ADA compliance. Mayor Pro tem Roberson noted an ADA Compliance report was compiled several years ago.

MEMO – BULLETPROOF VEST PARTNERSHIP GRANT – UPDATE

(begin memo) The Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement in purchasing bulletproof vests for officers. In May of 2011, the Washington Police Department applied for a two (2) year grant to assist in the purchase of twenty (20) replacement vests over the next two (2) fiscal years. During the FY 2011-2012 budget process, the police department budgeted funds to purchase ten (10) ballistic vests, with the anticipation of 50% reimbursement, if the grant application is approved. No grant award has been announced as of this date. This grant is a reimbursement grant that requires no City matching funds. This memo requires no action at this time. For informational purposes only.(end memo)

MEMO – WASHINGTON-DISRUPTION OF STREET DRUG SALES- 2011 (\$9,409.69)

(begin memo) During the April 11, 2011 Council session, Council authorized the Chief of Police to proceed with a full application to North Carolina Governor's Crime Commission. The application involved a proposed use for overtime for law enforcement to continue the efforts of combating illegal drug activity within the City. On June 14, 2011, the Washington Police Department was officially notified that our application had been approved (see attached). The funding of the project, Washington-Disruption of Street Drug Sales has been authorized in the amount of \$9409.69 . This memo is to advise Council of the formal approval of our grant request. This memo requires no Council action at this time, and is provided for informational purposes only. (end memo)

MEMO – SEATOW PAMLICO PRESS RELEASE

(begin memo) On May 20, 2011 Sea tow Pamlico launched a "first of its kind" public service for the safety of boaters in the Pamlico/Tar River area. Upon requesting a "radio check" a boater will then hear a message from the Washington Waterfront Docks, letting them know exactly how well their radio is working. Messages from the Waterfront Docks using this service can be heard as far East as the Intracoastal Waterway. Following is the Press Release from SeaTow Pamlico: Sea Tow Pamlico is pleased to announce a first of its kind public service for the safety of boaters in Pamlico/Tar River area. Boaters are now able to conduct 24/7, automated radio checks on VHF channel 27. The service is unique in that it does not require the response of other boaters or watch-standers in order to work, nor does it require special equipment. This free service is available through Sea Tow's ongoing partnership with ManTEL. To conduct an automated radio check, turn a VHF radio to channel 27, key the mic, and ask for a radio check, just as you would on channel 09. The system will respond with an automated reply and replay your original radio transmission, letting you know exactly how well your radio is working. "Typically, radio checks should be conducted on VHF channel 09," said Capt. Larry Williams, owner of Sea Tow Pamlico. "Most boaters do them on channel 16 — the hailing and distress channel — which leads to reminders from the Coast Guard that the checks are improper use of the channel. By offering the automated radio check service, we hope to help reduce unnecessary traffic on VHF 16 and encourage safe boating in the Pamlico/Tar River area." The antenna hosting this service is located near the Washington Waterfront Docks In Washington NC. About Sea Tow: Sea Tow Services International, Inc. is the nation's leading marine assistance provider. Founded in 1983 by Chairman & CEO Capt. Joe Frohnhoefer, Sea Tow services are available in approximately 106 locations throughout the United States, Europe, Australia, the U.S. Virgin Islands and Puerto Rico. For a full list of membership benefits, or to inquire about becoming a Sea Tow franchisee, please visit seatow.com. About Sea Tow Pamlico Established in Oct 2007, Sea Tow Pamlico is owned by Capt. Larry Williams and serves boaters in the Pamlico/Pungo/Bay/Tar River and associated creeks. For more information, or to join, call (252) 964-3171 (end memo)

**MEMO – N.C. DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
PRESS RELEASE/CLEAN MARINA**

(begin memo) The City of Washington's Waterfront Docks was presented the certification as a North Carolina Clean Marina by Pat Durrett, Clean Marina Program Coordinator. Attached is the NC Department of Environment and Natural Resources Press Release:
Washington Waterfront Docks Certified as a North Carolina Clean Marina
RALEIGH — The Washington Waterfront Docks in Washington, N.C. is the latest facility to be certified as a North Carolina Clean Marina, a designation given to marinas that go beyond minimum

regulatory requirements. The Clean Marina program illustrates how marina operators can help safeguard the environment by using management and operation techniques that exceed environmental requirements. To earn the certification, the marina's owners prepare spill prevention plans and conduct safety and emergency planning. Marina operators also control boat maintenance activities to protect water quality. Clean Marina is a voluntary program that began in the summer of 2000. Marina operators who choose to participate must complete an evaluation form about their use of specific best management practices. If a marina meets criteria developed by the Division of Coastal Management, it will be designated as a Clean Marina. Such marinas are eligible to fly the Clean Marina flag and use the logo in their advertising. The flags signal to boaters that a marina cares about the cleanliness of area waterways. Clean Marina is a nationwide program developed by the National Marine Environmental Education Foundation, a nonprofit organization that works to clean up waterways for better recreational boating. The foundation encourages states to adapt Clean Marina principles to fit their own needs. The North Carolina program is a partnership between the Division of Coastal Management, N.C. Boating Industry Services, the N.C. Marine Trade Association, the Albemarle-Pamlico National Estuary Program, N.C. Sea Grant, the U.S. Power Squadron, U.S. Coast Guard Auxiliary and N.C. Big Sweep. For more information, contact Pat Durrett with the Division of Coastal Management at 252-808-2808. (end memo)

MEMO – REPORTING OF REALLOCATION OF FUNDING

(begin memo) The following reallocations of funding between divisions within the General Fund, Water Fund, Sewer Fund, Storm Water Fund, and Electric Fund have been approved by the Acting City Manager in order to cover overspent departments with inter-departmental funds, thus avoiding additional appropriations:

General Fund:

- Decreased Billing Department by \$28,000
- Decreased Miscellaneous Department by \$65,000
- Decreased Police Department by \$108,000
- Decreased Fire Department by \$15,000
- Decreased Code Enforcement/Inspections by \$12,000
- Decreased Planning/Zoning by \$11,409

Total Departmental Decreases - General Fund \$239,409

- Increased Legal Services Department by \$20,000
- Increased Municipal Building Department by \$5,750
- Increased E-911 Communications Department by \$8,325
- Increased EMS Department by \$19,975
- Increased Street Maintenance Department by \$8,000
- Increased Recreation Administration Department \$9,715
- Increased Senior Programs Department \$16,200
- Increased Waterfront Docks Department by \$4,000
- Increased Civic Center Department by \$2,744
- Increased Debt Service Department by \$144,700

Total Departmental Increases General - Fund \$239,409

Water Fund:

- Decrease Miscellaneous Non-Departmental by \$4,600
- Increase Water Maintenance Department by \$4,600

Sewer Fund:

- Decrease Miscellaneous Non-Departmental by \$5,000
- Decrease Wastewater Construction Department by \$16,800

Total Departmental Decreases – Sewer Fund \$21,800

- Increase Debt Service Department by \$8,400
- Increase Lift Station Department by \$13,400

Total Departmental Increases Sewer Fund - \$21,800

Storm Water Fund:

- Decrease Nutrient Control Department by \$3,000
- Increase Debt Service Department by \$3,000

Electric Fund:

- Decrease Miscellaneous Non-Departmental by \$9,925
- Increase Electric Director Department by \$9,925 (end memo)

HUMAN RELATIONS COUNCIL

Scheduled Public Appearances: Lloyd May & Andrea McGhee

Mr. May voiced a discussion he had with the Spanish population where they were not aware of the Load Management program. Mr. May is requesting assistance from the Human Relations Council in filling the void with getting the word out concerning the Load Management System. There are two Hispanic Board members on the Human Relations Council (Board members Castro and Barr) who agreed in assisting with the translation of documents. Mr. Connet suggested that Board members Castro and Barr may wish to consider having community meetings in which staff could attend and present documents addressing the issues Mr. May is referring to. Ms. McGhee shared the following avenues the City uses for advertising: WITN, Partnering with ECU , Video's both summer and winter months ,Pursuing Spanish edition of both video's, City Peg channel , City Website (Mr. Connet inquired as to the Latino access to the web) Ms. McGhee requested assistance in translating the print ad, flyers and posters for the Latino community. Suggested strategies' that could be implemented suggested by Board member Castro: Stores, Churches Board member Castro emphasized this is where you can reach the majority of the Latino population and Councilman Mercer stated we need to be in their church where someone can translate, Presentations , Word of mouth, Ms. Castro stated that the City may wish to invest in an answering machine that would include both English and Spanish. Chair Roberson concluded the discussion and made the following suggestion short term we can assist by initially translating the documents and getting those out to the churches. Long term, develop the program as we go along.

Amending By-Laws Page 4— Section 6

Addendum to the by-laws to be added to page 4 Section 6 reads: Nor shall they use their membership on the Human Relations Council as a means of promotion for personal gain, their private business or vocation. Violation of this provision shall be grounds for removal from the Human Relations Council. This action item shall be presented to City Council at their July meeting by Council Liaison, William Pitt for Council's approval.

Agenda Format discussion:

*Update Multicultural Festival:

* Posters, flyers and programs

* Sponsorship letter

Fair Housing Forum Discussion Rescheduled for June 21, 2011 and on target.

Plague Presentations:

*Pete Connet Appreciation of all the support offered as Ex-officio to the Board

*Betty Randolph Excessive contributions to the success of HRC projects

*Reverend David Moore Excessive contributions to the success of HRC projects

*Resignation letter of Board member Zapata

*Budget Allocation of \$400 plus

*Discuss All reminders

FINANCIAL REPORTS

Council accepted the report as presented.

APPOINTMENTS – TO VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES

By motion of Councilman Moultrie, seconded by Councilman Davis, Council reappointed Jane Alligood to the Planning Board, term to expire June 30, 2014.

By motion of Councilman Moultrie, seconded by Councilman Davis, Council reappointed Robert Henkel to the Enlarged Planning Board, term to expire June 30, 2014.

Mayor Jennings recommended filling two of the three positions on the Historic Preservation Commission and recommended reappointing Jerry Creech and appointing Ed Hodges to fill Scott Sipprell's position.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council reappointed Jerry Creech to the Historic Preservation Commission term to expire June 30, 2014.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council appointed Ed Hodges, Jr. to the Historic Preservation Commission to fill the expiring term of Scott Sipprell, term to expire June 30, 2014.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council reappointed Florence Lodge to the Human Relations Council, term to expire June 30, 2014.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council reappointed Ann Barbee Cherry to the, term to expire June 30, 2014.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council appointed Susan Murell to fill the unexpired term of Clemencia Zapata, term to expire June 30, 2012.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council reappointed Dee Congelton to the Animal Control Appeal Board, term to expire June 30, 2014.

By motion of Councilman Mercer, seconded by Councilman Moultrie, Council reappointed Tucker Talley to the Animal Control Appeal Board, term to expire June 30, 2014.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council reappointed Dallas Congelton(inside) to the Washington Electric Utilities Advisory Commission term to expire June 30, 2014. Correction was made later in the meeting after it was realized that Mr. Congelton did not want to be reappointed. Therefore, by motion of Councilman Pitt, seconded by Councilman Moultrie, Council appointed Reid Brody to the Washington Electric Utilities Advisory Commission, to fill the expired term of Dallas Congleton, term to expire June 30, 2014.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council reappointed Don Wilkinson(Washington Park) to the Washington Electric Utilities Advisory Commission, term to expire June 30, 2014, subject to the concurrence of the Washington Park Board.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council reappointed Ric Miller (Bath) to the Washington Electric Utilities Advisory Commission term to expire June 30, 2014. Correction was made later in the meeting after it was realized that Mr. Miller did not want to be reappointed. Subsequently, there were no additional applications presented to represent the Town of Bath, therefore this position will remain vacant until further applications are received.

Mayor's Certificate of Appointment to the Washington Housing Authority: Pursuant to state law, I hereby appoint Tom Payne as a member of the Washington Housing Authority to fill the expiring term of Tim Ware. As provided by law, this appointment is subject to Council approval. Council approved the appointment and Tom Payne's term will expire June 30, 2016.

*Remaining appointments will be made on August 8th.

APPROVE – PURCHASE ORDERS >\$20,000 (moved from Consent Agenda)

Requisition #9758, Asplundh Tree Expert Co, \$174,554, tree trimming contract services. Account 35-90-8380-4501.

Requisition #9780, Rivers & Associates, \$158,500, engineering services for Main & Respass lift station project. Account 73-90-8000-0410.

Requisition #9762, Miller Supply Co, \$205,506, A.M.R. water meters for change outs and new installations. Account 30-90-7250-7000.

Councilman Mercer asked if the tree trimming contract (Asplundh) was placed out for bids? Mr. Rauschenbach stated no this contract was not bid out and we can rebid before the budget sessions next year. Councilman Mercer stated he thought this was discussed during the budget workshops and that staff was directed to go out for bids. Other Council members noted the item was discussed but does not recall directing staff to rebid the contract this year and stated this operation should not be done in house. Keith Hardt, Electric Director stated Electricities does a joint contract every year in December and awards contracts in January. Due to the rural nature of our system, the majority of the tree trimming is done in rural areas. The current contract and makeup of the crew does not require direct supervision because they know our area and the growing cycle. The group is under general supervision, which is a cost saving effort. It takes five years to trim the entire system. Councilman Mercer inquired if we could renew the contract through December and then re-evaluate. Council, by consensus approved the purchase order in the amount of \$87,277 for six month contract.

Councilman Mercer inquired about the purchase order for AMR meters in the amount of \$205,506 and the individual amount of meters. Did we go out for bids for the meters? Allen Lewis, Public Works Director stated no we did not bid as there is only one vendor in NC that supplies this meter so we can continue with standardizing our products. The cost of the meters have actually gone up \$5 per meter but being there was a substantial amount being ordered the price remained at \$147 each. The amount of 1498 meters depends on the number of meters in a case.

Councilman Mercer stated we have had numerous discussions regarding bidding projects and we need to establish a bidding policy. Mayor Pro tem Roberson stated the City's Purchasing Agent should address this. Mr. Rauschenbach explained we follow the state statute guidelines regarding purchasing.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the following purchase orders:

Requisition #9758, Asplundh Tree Expert Co, \$174,554, tree trimming contract services. Account 35-90-8380-4501. Amount approved: \$87,277 for a six month contract.

Requisition #9780, Rivers & Associates, \$158,500, engineering services for Main & Respass lift station project. Account 73-90-8000-0410.

Requisition #9762, Miller Supply Co, \$205,506, A.M.R. water meters for change outs and new installations. Account 30-90-7250-7000.

**ACCEPT & ADOPT – THE RECOMMENDATION OF THE PLANNING BOARD
AND ADOPT THE ORDINANCE TO AMEND CHAPTER 20, ARTICLE 1, OF THE
CITY CODE (GRAFFITI)**

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson the adoption of the graffiti ordinance was continued until the regular meeting in August.

**APPROVE & AUTHORIZE – ACTING CITY MANAGER TO EXECUTE CHANGE
ORDER # 2 FOR PHASE 1 FESTIVAL PARK TO WIMCO (\$1,164.08) FOR NEW
CONTRACT AMOUNT (\$128,074.53)**

The Festival Park Planning Committee asked Mark Smith, Project Architect, to review the need for an upgrade to one electrical 50 Amp outlet for the stage. This change is now being recommended at a cost of \$603.90. A second review showed a need for the adding of (5) 4” PVC pipes under the walk/driveway for future needs. The recommended cost is \$560.18. We believe that the \$1,164.08 cost of these two change orders can be absorbed in the current project budget.

Original Contract Price	\$126,910.45
Change Order #2	\$ 1164.08
New Contract Price	\$128,074.53

Councilman Mercer stated that during last month’s discussion, Council authorized staff to proceed with change orders for Phase I as long as they fall under \$10,000. That directive would apply to this request and does not require Council action.

APPROVE & AUTHORIZE – ACTING CITY MANAGER TO EXECUTE A CHANGE ORDER FOR PHASE 1 FESTIVAL PARK TO MARK SMITH, ARCHITECT (\$1057.75) FOR NEW CONTRACT AMOUNT (\$20,417.75)

The Festival Park Planning Committee asked Mr. Smith, Project Architect, to design a change for the added light bar attachment, \$367.50 and to design a change for elevation/roof alternates, \$262.50. The printing cost for the changes, \$220.00, reflects his cost plus 10% for handling. The extra trips to Washington incurred travel costs totaling \$207.75. These change orders can be absorbed in the current project budget.

Original Contract Price	\$19,360.00
Change Order	\$ 1,057.75
New Contract Price	\$20,417.75

Councilman Mercer stated that during last month’s discussion, Council authorized staff to proceed with change orders for Phase I as long as they fall under \$10,000. That directive would apply to this request and does not require Council action and is approved.

APPROVE & AUTHORIZE – ACTING CITY MANAGER TO EXECUTE A CHANGE ORDER FOR PHASE 2 FESTIVAL PARK TO MARK SMITH, ARCHITECT (\$588.29) FOR NEW CONTRACT AMOUNT (\$25,538.29)

This change order is for printing cost associated with Phase 2, Festival Park, \$588.29. These costs reflect the Architect’s cost plus 10% for handling. This change orders can be absorbed in the current project budget.

Original Contract Price	\$24,950.00
Change Order	\$ 588.29
New Contract Price	\$25,538.29

By motion of Councilman Mercer, seconded by Councilman Pitt, Council approved and authorized the Acting City Manager to execute a change order for Phase 2, in the amount of \$588.29 to Mark Smith Architect for a new contract amount of \$25,538.29.

Recess 6:45pm-7:00pm

APPROVE – TO ALLOW TYPE V CONSTRUCTION IN WASHINGTON’S PRIMARY FIRE DISTRICT – FESTIVAL PARK RESTROOM FACILITIES

John Rodman, Planning Director stated the proposed restroom facilities for Festival Park have been rated as Type V construction and are planned to be located within Washington’s Primary Fire District as defined by City Code. Type V construction is defined by the materials that are used in construction and are not 100% non-combustible materials. According to NCG.S. 160A-436 Type V construction is not permitted within the primary fire district of any city except upon the permit of the local inspection department, approved by the City Council and by the Commissioner of Insurance.

The Department of Insurance and the Office of the construction of the facilities on June 15, 2011 based on of the facilities from the adjacent buildings.

Mayor Pro tem Roberson asked if there was an architect for this project and are they going to charge us for all of these changes? Mr. Rodman stated yes there is an architect and no, we shouldn’t be charged.

By motion of Councilman Davis, seconded by Councilman Moultrie, Council approved the construction of the Festival Park restroom facilities, rated as Type V construction, in the Primary Fire District.

APPROVE & AUTHORIZE – THE MAYOR TO EXECUTE A MUNICIPALITY RESOLUTION AS REQUIRED BY THE NC DEPARTMENT OF INSURANCE FOR VERIFICATION OF SERVICE

John Rodman stated that pursuant to G. S. 58-2-40, and G. S. 58-36-10 (3), the Insurance Commissioner authorized the standard known as Administrative Procedures Code Section .0500, Initial Certification Re-Inspection of Fire Departments. The result of this action was the development of requirements by which all fire departments will be certified with a 9S rating (effective 1987) for insurance grading purposes. This provides for the eligibility of the department’s personnel to participate in the Fireman’s Pension Fund and the Firemen’s Death Benefit Act and the fire department’s participation in the Firemen’s Relief Fund. The “S” attached to the 9 classification designates that fire department as having met the current, minimum standards for a rated class 9 or split 9 fire department in North Carolina, (Ref.: G.S. 86-25; G.S. 58-84-1; G.S. 143-166-1).

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved and authorized the City Council approve and authorize the Mayor to execute the attached resolution as required by the North Carolina Department of Insurance for verification of service. This is part of the State 9S inspection for all Beaufort County fire departments. This inspection is not the regular insurance rating inspection for our individual department.

(copy attached)

ADOPT – RESOLUTION AUTHORIZING THE DESIGNATION OF THE BOWERS-TRIPP HOUSE TO HISTORIC LANDMARK STATUS

John Rodman stated that since the state enabling legislation requires that a designation report be prepared before a local landmark is designated, some local preservation commissions use a National Register nomination as the basis for the local designation report. The Bowers-Tripp house was placed in the National Register of Historic Places in 1998. Local Landmark designations apply to individual buildings, structures, sites, areas, or objects which are studied by the Historic Commission and judged to

have historical, architectural, archaeological, or cultural value. Designation is an honor, meaning the community believes the property deserves recognition and protection. Owners of landmarks are eligible to apply for an annual 50% property tax deferral as long as the property's important historic features are maintained. Recapture penalties may apply if the owner destroys the property or damages its historic value.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council approved the resolution designating the Bowers-Tripp house as a local historic landmark.

(copy attached)

AWARD – CONTRACT TO W. O. WHITE, LLC FOR EXTERIOR FIRE PROTECTION SYSTEM IMPROVEMENTS AT IMPRESSIONS (\$134,985)

Allen Lewis, Public Works Director stated Council approved a lease agreement with Impressions Marketing at the March 14, 2011 Council meeting which included several maintenance items to be performed. One of these items was exterior fire protection system improvements. On June 9, bids were received for the work. It is recommended that W. O. White, LLC be awarded this work in the amount of \$134,985.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council authorized the Manager to sign a contract with W. O. White, LLC, in the amount of \$134,985 for exterior fire protection system improvements at Impressions, as well as the corresponding purchase order.

ACCEPT & AUTHORIZE – ACCEPT BID, AWARD CONTRACT TO STOCKS & TAYLOR AND AUTHORIZE ACTING CITY MANAGER TO SIGN CONTRACT (\$145,750 WITH AN ADDITIONAL \$7,300 AS A 5% CONTINGENCY) FOR PHASE 2 IN THE “FESTIVAL” PARK PARTF PROJECT

Philip Mobley, Parks and Recreation Director explained the “Festival” Park Planning Team continues to work on the scope of recommendations from the Land Design’s Plan. Phase will consist of the construction of the restrooms, walkway, landscaping and irrigation. We met with Washington Historic Preservation Committee and have been approved with a Certificate of Appropriateness to construct restroom facilities for Phase 2 of the Festival Park. Councilman Mercer inquired if the landscaping will be subcontracted out and Mr. Mobley stated it would.

1/19/20 10 Public Hearing to adopt Addendum to Parks and Recreation Master Plan
 9/13/2010 Council Accepted PARTF Grant and Adopted Budget Ord. Amendment \$295,125.
 12/13/2010 Contract with Mark Smith Architect to design Phase I
 6/23/2011 Contract with Mark Smith Architect to design Phase 2

By motion of Councilman Davis, seconded by Councilman Moultrie, Council approved the purchase order, accepted the bid and authorized the Acting City Manager to sign a contract with Stocks & Taylor Construction Inc., in the amount of \$145,750 and with an additional \$7300 as a 5% contingency for Phase 2 in the “Festival Park” project.

Mayor Jennings thanked staff and the Festival Park committee for their dedication to this project.

APPROVE – AMENDED BY-LAWS UNDER ARTICLE III, PAGE 4-SECTION 6 OF THE WASHINGTON/BEAUFORT COUNTY HUMAN RELATIONS COUNCIL

Councilman Pitt explained the Washington/Beaufort County Human Relations Council at a regular meeting held Tuesday, May 10, 2011 discussed adding language to clarify the By-Laws addressing any issues that may arise regarding abuse or violation of appointments as a board member. It is recommended that the following language be added to amend the By-Laws under Article III, Page 4- Section 6: Nor shall they use their membership on the Human Relations Council as a means of promotion for personal gain, their private business or vocation. Violation of this provision shall be grounds for removal from the Human Relations Council.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council accepted the recommendation of the Washington/Beaufort County Human Relations Council and approve the amended By-Laws under Article III, Page 4-Section 6.

APPROVE – UNCOLLECTIBLE ACCOUNTS RECEIVABLE WRITE-OFF POLICY

Matt Rauschenbach, CFO explained that although the City has established and implemented procedures to collect delinquent amounts due, there are occasions when amounts cannot be collected. This policy's purpose is to establish uniform methods for collecting aged accounts as well as guidelines for determining when delinquent accounts receivable should be considered an uncollectible debt and establish proper authorization for removal or write-off of the receivable from the City's balance sheet. The desired result of this policy is to fairly state the value of accounts receivable on the City's financial statements. The City Attorney was asked to review the policy for any possible conflicts with the City Code.

By motion of Councilman Moultrie, seconded by Mayor Pro tem Roberson, Council approved the attached policy for the write-off of uncollectible accounts receivable.

(copy attached)

ADOPT – FINAL BUDGET ORDINANCE AND PROJECT/GRANT ORDINANCE AMENDMENTS FOR FY 10/11

Councilman Mercer made a motion to continue this item until August so Council can review the year end financial statements. Motion died for lack of a second.

Mr. Rauschenbach explained this is in order to true up the financial records for the fiscal year, funding needs to be reallocated among the various funds, departments, and line items in order to keep certain cost centers from being overspent at year end. This was accomplished without further appropriation of fund balances. The interim financial statements will be sent out later this week.

By motion of Councilman Moultrie, seconded by Councilman Pitt, Council adopted the final budget ordinance and project/grant ordinance amendments for FY 10/11. Councilman Mercer opposed.

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE AND CAPITAL PROJECT/GRANT ORDINANCES OF THE CITY OF WASHINGTON, NC
FOR THE FISCAL YEAR 2010-2011
BE IT ORDAINED by the City Council of the City of Washington, North Carolina:

General Fund

Section 1. That the following account in the Miscellaneous Non-Departmental portion of the General Fund appropriations budget be increased in the amount shown to allow for a transfer to the Cemetery Fund:

10-00-4400-3900	Transfer to the Cemetery Fund	\$60,000
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Section 2. That the following account in the Miscellaneous Non-Departmental portion of the General Fund appropriations budget be decreased in the amount shown to partially cover the transfer to the Cemetery Fund:

10-00-4400-6200	Transfer to Capital Project Fund	\$(33,700)
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Section 3. That the following account in the Fire Department portion of the General Fund appropriations budget be decreased in the amount shown to partially cover the transfer to the Cemetery Fund:

10-10-4340-0200	Salaries	\$(26,300)
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Cemetery Fund

Section 4. That the following revenues in the Cemetery Fund be increased in the amounts shown to cover anticipated expenses for the remainder of FY 10/11:

39-90-3980-1000	Transfer from General Fund	\$3,025
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Section 5. That the following accounts in the Operations portion of the Cemetery Fund appropriations budget be increased in the amounts shown to cover anticipated expenses for the remainder of FY 10/11:

39-90-4740-0200	Salaries	\$500
39-90-4740-0800	Unemployment Compensation	2,300
39-90-4740-1300	Water & Electric Services	100
39-90-4740-1700	Maint/Repair Vehicles	100
39-90-4740-3300	Departmental Supplies	25
	Total	\$3,025

Electric Fund

Section 6. That the following accounts in the Electric Director portion of the Electric Fund appropriations budget be increased in the amounts shown to cover anticipated expenses for FY 10/11:

35-90-7220-0203	Salaries – Hwy 17 Reimbursable	\$36,750
35-90-7220-0407	Hwy 17 Bypass North	58,000
35-90-7220-0411	Hwy 17 Relocation – 2510C	400,000

35-90-7220-1401	Travel – Hwy 17 Reimbursable	2,300
		<u>\$497,050</u>

Section 7. That the following account in the Purchase Power portion of the Electric Fund appropriations budget be increased in the amount shown to cover the June, 2011 purchase power bill:

35-90-8320-4800	N.C. Eastern Power Agency	\$1,255,000
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Section 8. That the following revenues in the Electric Fund be increased in the amounts shown to cover anticipated expenses for the remainder of FY 10/11:

35-90-3500-3605	Highway 17 Reimbursements	\$497,050
35-90-3710-5100	Sale of Electricity	<u>1,255,000</u>
	Total	1,752,050

Airport Fund

Section 9. That the following account in the Airport Operations portion of the Airport Fund appropriations budget be increased in the amount shown to cover anticipated expenses for FY 10/11:

37-90-4530-3101	Fuel Purchases	\$10,000
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Section 10. That the following revenue in the Airport Fund be increased in the amount shown to cover anticipated expenses for the remainder of FY 10/11:

37-90-3453-0000	Fuel Sales	\$10,000
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Storm Water RZEDB Project Fund

Section 11. That the following line items in the Storm Water RZEDB Project Fund appropriations budget be increased or decreased in the amounts shown to cover expenses for FY 10/11:

58-90-5710-0400	Professional Services	\$1,000
58-90-5710-7100	Easement Acquisition	338
58-90-5710-4500	Construction	<u>(1,338)</u>
	Total	\$0

Festival Park Project Fund

Section 12. That the following line items in the Festival Park Project Fund appropriations budget be increased or decreased in the amounts shown to cover expenses for FY 10/11:

62-40-6120-0400	Planning & Design	\$36,000
62-40-6120-8000	Construction	<u>(36,000)</u>
	Total	\$0

Police Station Project Fund

Section 13. That the following line items in the Police Station Project Fund appropriations budget be increased or decreased in the amounts shown to cover expenses for FY 10/11:

64-10-4310-0400	Legal Fees	\$15,000
64-10-4310-9900	Contingency	(15,000)
	Total	<u>\$0</u>

Section 14. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 15. This ordinance shall become effective upon its adoption.

Adopted this the 18th day of July, 2011.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

AWARD – CONTRACT FOR LABOR AND EQUIPMENT FOR THE LIGHTNING RETROFIT PROJECT AND APPROVE PURCHASE ORDER FOR SAME

Allen Lewis and Franz Holscher gave a brief history of this project. The contractor, LPS Bowden Electric, whom Council awarded the contract to at the May 23, 2011 council meeting, withdrew their bid the day before we were to have a preconstruction conference. This request is to award a contract for the labor, material and equipment to install energy efficiency upgrades in up to six (6) municipally owned buildings as well as approving the purchase order for the contract amount. The second low bidder on that round was Nova lighting from Charlotte in the amount of \$182,864.67 for work to be done solely at the Impressions building, per the new lease. If funds remain available after bidding the direct fired heat pump project at this same location, we may add additional buildings to the project, pending Council approval.

Councilman Mercer questioned that the scope of the project has changed and the focus is now on the Impressions Building. Mr. Rauschenbach explained we are obligated to perform the repairs at the Impressions building under the new lease as grant funds become available. Mayor Pro tem Roberson asked if the granting agency was okay with changing the scope of the project? Mr. Rauschenbach advised they were okay with this. Mayor Jennings stated we have become contractual obligated to perform the repairs at Impressions which include lighting as well as the direct fired heat pump project.

**Energy Efficiency in Government Buildings Grant (EEGBG)
Lighting Retrofit Project Component
Grant Funds Available: \$176,000**

I. History and Status of Bids

A. First Bid Opening.

1. RFP advertised
2. Bids received: March 17, 2011.
 - a. 3 bids received.
 - b. 2 were non-responsive (did not meet the requirements of the RFP).
 - c. Electrical Services Limited of Washington was the lone responsive bidder but submitted a price of \$277,087.30 that was \$100,000 more than the funds available.

3. Staff recommendation: reject all bids and allow staff to re-advertise.
4. City Council Action – April 11, 2011 – Via approval of the Consent Agenda, Council approved staff's recommendation to reject all bids and allow staff to re-advertise bids.
 - a. Minutes only use the catchline given to the item on the Agenda outline, which was "Authorize – Readvertisement of RFP for ARRA lighting retrofit."
 - b. Request for City Council Action dated March 31, 2011, to which the Agenda item referred, recommended the following motion: "I move that council reject all bids submitted for the Request for Proposals (RFP) associated with Washington's Lighting Retrofit Project and allow staff to re-advertise the RFP."
 - i. City may wish to consider providing more description in the minutes for items approved through the Consent Agenda, such as listing the recommended motion. Otherwise, the only official record of City Council's action, as in this case, may be to the Request for City Council Action in the meeting agenda, which might not be preserved as an official record of the City Council's actions.

B. Second Bid Opening

1. RFP/IFB posted on City's website: April 15, 2011.
2. Pre-Bid Meeting: April 21, 2011.
3. Bids Received: April 28, 2011.
 - a. 5 bids submitted by the deadline.
 - b. Lowest bidder, Electrical Service Limited (ESL) of Washington, did not acknowledge the need for performance and payment bonds as required in the RFP.
 - c. Second lowest bidder, CS Lighting, Inc. of Richmond, Va., did not have a NC electrical contractor's license.
 - d. Third lowest bidder was responsive and responsible, but the bid exceeded the amount of funds available for the project.
4. Staff recommendation – Reject all bids and re-advertise IFB.
 - a. Lowest - ESL (\$207,590, a reduction from its \$277,087.30 bid in round one) – reject bid as non-responsive (did not acknowledge bond requirements or include the costs associated with the bonds).
 - i. Contractor protested. Staff investigated and stood by its decision. No performance or payment bond attached to bid as required by IFB and the expense of providing such bonds was not reflected in the bid price.
 - b. Second lowest - CS Lighting, Inc. (\$238,319) – reject bid as not responsible due to lack of NC electrical contractor's license as required by NCGS 87-43.
 - c. Third lowest - bid exceeded the amount of funds available for the project.
5. City Council Action.
 - a. May 2, 2011 – Reject all bids and allow Council to take action on this matter at the May 23, 2011 meeting. **Minutes do not state if Council authorized staff to re-advertise bids.**

C. Third Bid Opening.

1. Revised IFB posted on City's website May 6, 2011.
 - a. Draft forwarded to Franz for review on May 5th.
 2. Bids Received: May 19, 2011.
 - a. 4 bids received.
 - b. LPS Bowden Electric (LPS) was low bidder at \$167,915.
 - c. Nova Lighting was second lowest bidder at \$206,877.
 - d. **ESL, the local firm that was the low bidder from round 2, apparently did not submit a bid in round 3 as the bid tabulation only lists four bids, and ESL was not among them.**
 3. Staff Recommendation: Award bid to LPS.
 4. City Council Action - May 23, 2011 - Authorized Manager to sign a contract with LPS for labor, materials and equipment to install energy efficient upgrades in six (6) municipally owned buildings.
- D. Resolution of Withdrawal of Bid Awarded in Third Bid Opening.
1. LPS retracted its bid on June 30, 2011, the date the contract was scheduled to be signed.
 - a. They had not executed the contract.
 - b. Said steel and materials prices had increased beyond what was quoted for the project.
 - c. Communicated via an email to Bianca.
 2. NCGS § 143-129.1 procedure for withdrawal of bid appears to be inapplicable because this bidding procedure was not a formal bidding procedure under NCGS § 143-129.
 3. The State Energy Office (SEO) has agreed that a plan to perform the base work (at the Impressions building) and the work at the other buildings as alternates was acceptable given that this represented the third round of bidding.
 4. My office has received various communications from the City that express a desire to find a way to work with the low bidder from round two, ESL, whose bid was rejected along with the other bids that were rejected in round two.
 - a. SEO expressed concerns about whether negotiating directly with ESL would comply with state and local procurement laws. SEO also indicated that, if this approach were legal and meets local procurement policies, it would also meet the minimum two bid requirement of the grant.

II. Options

- A. Attempt to force LPS to honor their bid (there is no bond in place). This option is not recommended for a variety of reasons.
- B. Negotiate with Nova Lighting (lowest remaining bidder from round three) to bring the cost of the project within the funds available.
- C. Reject all bids from round three because, among other things, all remaining bids exceed the funds available for the project. Solicit a fourth round of bids using the informal process. Make changes in the project plans and specifications as may be necessary to bring the cost of the project within the funds available.
 1. Council may need to formally suspend the applicability of the bidding procedures currently contained in its Purchasing Manual policy.
- D. I do not believe that it would be legally acceptable to negotiate directly with ESL as their bid was rejected in round two and the City subsequently underwent a third round of bidding. If the City negotiated directly with ESL, it would expose itself to the possibility of a successful legal challenge from disappointed bidders and/or contractors

By motion of Mayor Pro tem Roberson, seconded by Councilman Pitt, Council awarded a contract for labor and equipment for the lighting retrofit project to NOVA lighting, in the amount of \$182,864.67 and approved a purchase order for this amount. Councilman Mercer opposed the motion.

ADOPT – RESOLUTION TO REJECT MERGING BEAUFORT COUNTY COMMUNITY COLLEGE WITH ANOTHER COMMUNITY COLLEGE

Councilman Davis, Pitt and Roberson advised they were employees of BCCC and wanted Council to be aware of this in case of potential conflict of interest. Council saw no potential for conflict and allowed the three to vote on this resolution.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council adopted the resolution to reject merging Beaufort County Community College with another community college.

**RESOLUTION TO REJECT MERGING
BEAUFORT COUNTY COMMUNITY COLLEGE
WITH ANOTHER COMMUNITY COLLEGE**

WHEREAS, the State of North Carolina recently commissioned a study which recommends the merger of Beaufort County Community College with another community college within 30 miles of its campus; and

WHEREAS, Beaufort County Community College has faithfully served the citizens of Beaufort, Hyde, Tyrrell, and Washington Counties for 44 years; and

WHEREAS, Beaufort County Community College has a vital role within its service area, not only as an educational leader, but also as a partner in economic and community development; and

WHEREAS, Beaufort County Community College provides a separate benefit as a major economic engine for Beaufort County, and

WHEREAS, merging Beaufort County Community College with another community college will have a devastating impact and even further diminish the constituents of four Tier I counties through loss of priority for access to literacy, learning, and workforce development; and

WHEREAS, merging Beaufort County Community College with another community college would diminish the local support of and loyalty to the College and its Foundation; and

WHEREAS, merging Beaufort County Community College with another community college would decimate the ability of the citizens of Beaufort County to operate the College in a way that best meets the needs of their community; and

WHEREAS, the state's study ignored and utterly disregarded the aforementioned benefits of Beaufort County Community College to its service area and the loss thereof resulting from a merger; and

WHEREAS, the state's study failed to recognize and include the significant costs at the local level to implement a merger of Beaufort County Community College with another community college; and

WHEREAS, the state's study failed to consider and include the accreditation issues and possible legal ramifications resulting from a merger of Beaufort County Community College with another community college;

NOW, THEREFORE, BE IT RESOLVED, that the Washington City Council do(es) hereby request that the NC legislature reject the state study’s recommendation to merge Beaufort County Community College with another community college.

Adopted this the 18th day of July, 2011.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

COMPREHENSIVE TRANSPORTATION PLAN

John Rodman, Planning Director invited Council to an upcoming comprehensive transportation plan meeting with the Planning Board on July 26th at 7:00pm to discuss transportation priorities and needs.

**CLOSED SESSION – UNDER § NCGS 143-318.11(A)(6) PERSONNEL AND
NCGS § 143-318.11(A)(1) DISCLOSURE OF CONFIDENTIAL INFORMATION AND
NCGS § 143-318.10(E) PUBLIC RECORDS ACT**

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, Council agreed to enter into closed session at 7:45pm under § NCGS 143-318.11(a)(6) Personnel and NCGS § 143-318.11(a)(1) Disclosure of Confidential Information and NCGS § 143-318.10(e) Public Records Act.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council agreed to come out of Closed Session at 8:15pm.

**STATEMENT OF STEPHANIE GODLEY RESIGNATION AND RELEASE
AGREEMENT FOR COUNCIL MINUTES**

A motion was made by Councilman Moultrie and seconded by councilman Davis to allow the statement of Stephanie Godley’s resignation and release agreement to be read into the minutes. Motion carried.

Councilman Pitt read the following statement into the minutes: As required by North Carolina General Statute § 143-318.11(a)(3), and to the extent allowed by North Carolina General Statute § 160A-168, the City of Washington announces the terms of the Resignation and Release Agreement it has entered with Stephanie Godley. In accordance with the specific terms of said Agreement, the City paid or will pay Ms. Godley, in addition to wages from her last payroll period, consideration of various types totaling \$4,591.33. in exchange, the City received, among other things, a full release of claims between Ms. Godley and the City. The City denies any liability to Ms. Godley.

ADJOURN

Mayor Jennings thanked Council members for each of them signing up for re-election.

By motion of Councilman Pitt, seconded by Councilman Moultrie, Council adjourned the meeting at 8:25pm until August 8, 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



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Mike Whaley, Purchasing Agent
Date: July 20, 2011
Subject: Declare Surplus/Authorize Electronic Auction of Vehicles through GovDeals
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

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

BACKGROUND AND FINDINGS:

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

<u>Vehicle Number</u>	<u>Make/Model Description</u>	<u>Serial Number</u>	<u>Odometer Reading</u>
#138	2003 Ford Crown Vic	2FAFP71W23X110786	126,255
#123	1993 Ford Ranger XL	1FTCR10U8PUB19901	111,767
#416	1997 Ford F150 Pick Up	1FTDF1768VNC38768	159,734
#160	2005 Ford Crown Vic	2FAHP71W05X100995	89,417
#8006	72" John Deer Mower	CH3010D103069	3342 hrs

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *[Signature]* Concur Recommend Denial _____ No Recommendation
 Date 08/13/11



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: August 8, 2011
Subject: Notice of Residual Petroleum 131 Bridge St.
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council authorize the City Manager to execute a Notice of Residual Petroleum for 131 Bridge Street, authorize any revision that may be required by NCDENR, and for the City attorney's office to record the Notice in the Beaufort County Registry.

BACKGROUND AND FINDINGS:

The City is required by State law to execute and record this Notice in the Beaufort County Registry for the property acquired at 131 Bridge Street adjacent to the library. No additional sampling, testing, or reporting are required of the site and it has been ranked as low risk.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Notice of Residual Petroleum
 NCDENR Notice of Regulatory Requirements

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JUC Concur _____ Recommend Denial _____ No Recommendation
8/8/11 Date.

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

NOTICE OF RESIDUAL PETROLEUM

Waters Oil Company/Banks Property (Former)
131 Bridge Street, Washington, Beaufort County, North Carolina

The property that is the subject of this Notice (hereinafter referred to as the “Site”) contains residual petroleum and is an Underground Storage Tank (UST) incident under North Carolina’s Statutes and Regulations, which consist of N.C. Gen. Stat. §143-215.94 and regulations adopted thereunder. This Notice is part of a remedial action for the Site that has been approved by the Secretary (or his/her delegate) of the North Carolina Department of Environment and Natural Resources (or its successor in function), as authorized by N.C. Gen. Stat. §§ 143B-279.9 and 143B-279.11. The North Carolina Department of Environment and Natural Resources shall hereinafter be referred to as “DENR”.

NOTICE

Petroleum product was released and/or discharged at the Site. **Petroleum constituents remain on the Site, but are not a danger to public health and the environment, provided that the restrictions described herein, and any other measures required by DENR pursuant to N.C. Gen. Stat. §§ 143B-279.9 and 143B-279.11, are strictly complied with.** This “Notice of Residual Petroleum” is composed of a description of the property, the location of the residual petroleum and the land use restrictions on the Site. The Notice has been approved and notarized by DENR pursuant to N.C. Gen. Stat. §§143B-279.9 and 143B-279.11 and shall be/has been recorded in the office of the Beaufort County Register of Deeds at Deed Book ___, Page ___.

Source Property

The City of Washington, a North Carolina municipal corporation, is the owner in fee simple of all the Site, which is located in the County of Beaufort, State of North Carolina, and is known and legally described as:

Beginning at an iron pipe located on the curb line at the intersection of the eastern right-of-way line of Bridge Street and the southern right-of-way line of West Second Street, South 32° 35' 21" West 105.01 feet to an iron pipe; thence, South 56° 30' 00" East 72.18 feet to an iron pipe; thence North 33° 21' 50" East 104.10 feet to an iron pipe located adjacent to the curb line on the southern side of West Second Street; thence, continuing along the same line 0.90 feet to an iron pipe; thence running along the curb line and the southern side of West Second Street, North 56° 30' 00" West 73.60 feet to an iron pipe, the point of beginning. The same being 0.18 acre as shown upon a map prepared by Richardson & Associates, dated February 2, 1988, revised June 8, 1990, and recorded in Deed Book 928, Page 429, to which reference is made for a more perfect description. Further reference is also made to that deed of record in Book 1021, Page 793, Beaufort County Registry. Reference is also made to Tract Four of that deed of record in Book 1373, Page 545 of the Beaufort County Registry.

For protection of public health and the environment, the following land use restrictions required by N.C. Gen. Stat. § 143B-279.9(b) shall apply to all of the above described real property. These restrictions shall continue in effect as long as residual petroleum remains on the Site in excess of unrestricted use standards and cannot be amended or cancelled unless and until the Beaufort County Register of Deeds receives and records the written concurrence of the Secretary (or his/her delegate) of DENR (or its successor in function).

PERPETUAL LAND USE RESTRICTIONS

Soil: The Site shall be used for industrial/commercial use only. Industrial/commercial use means a use where exposure to soil contamination is limited in time and does not involve exposure to children or other sensitive populations such as the elderly or sick. The real property shall not be developed or utilized for residential purposes including but not limited to: primary or secondary residences (permanent or temporary), schools, daycare centers, nursing homes, playgrounds, parks, recreation areas and/or picnic areas.

Groundwater: Groundwater from the Site is prohibited from use as a water supply. Water supply wells of any kind shall not be installed or operated on the Site.

ENFORCEMENT

The above land use restrictions shall be enforced by any owner, operator, or other party responsible for the Site. The above land use restrictions may also be enforced by DENR through any of the remedies provided by law or by means of a civil action, and may also be enforced by any unit of local government having jurisdiction over any part of the Site. Any attempt to cancel this Notice without the approval of DENR (or its successor in function) shall be subject to enforcement by DENR to the full extent of the law. Failure by any party required or authorized to enforce any of the above restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

IN WITNESS WHEREOF, the CITY OF WASHINGTON, has caused this instrument to be executed in its name by its City Manager, attested by its City Clerk, and its corporate seal to be hereunto affixed, all by proper corporate authority duly given, and in accordance with N.C. Gen. Stat. §§ 143B-279.9 and 143B-279.11, this ____ day of August, 2011.

CITY OF WASHINGTON

(corporate seal)

BY: _____
Joshua L. Kay,
City Manager

ATTEST:

Cynthia S. Bennett, City Clerk

**COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA**

I, _____, a Notary Public of the State and County aforesaid, certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is the City Clerk of the **CITY OF WASHINGTON**, a North Carolina municipal corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by JOSHUA L. KAY, its 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 August, 2011.

NOTARY PUBLIC

My Commission expires: _____.

Approved for the purposes of N.C. Gen. Stat. § 143B-279.11

(signature of Regional Supervisor)

_____, Regional Supervisor
(printed name of Regional Supervisor)

Washington Regional Office
UST Section
Division of Waste Management
Department of Environment and Natural Resources

NORTH CAROLINA
BEAUFORT COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____ (full printed name of Regional Supervisor)

Date: _____

(Official Seal)

(signature of Notary Public)

(printed or typed name of Notary Public)

Notary Public

My commission expires: _____



RECEIVED JUL 01 2011

North Carolina Department of Environment and Natural Resources

Beverly Eaves Perdue, Governor

Division of Waste Management
UST Section

Dee Freeman, Secretary
Dexter R. Matthews, Director

June 29, 2011

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

Re: Notice of Regulatory Requirements
NCGS 143B-279.9 and 143B-279.11
Notice of Residual Petroleum

Waters Oil Company/Banks Property (Former)
131 Bridge St., Washington, NC
Beaufort County
Incident Number: 38212
Risk Classification: Low
Ranking: 75R

Dear Mr. Connet:

North Carolina General Statute (NCGS) 143B279.9 and 143B-279.11 require a Notice of Residual Petroleum (Notice) to be filed with the Register of Deeds in Beaufort County, where the release is located, when a release from an underground storage tank has not been remediated to below "unrestricted use standards". The Notice is required either prior to conveyance of a contaminated property or prior to receiving a Notice of No Further Action. "Unrestricted use standards" for groundwater are the groundwater quality standards and interim standards contained in Title 15A NCAC 2L .0202, and "unrestricted use standards" for soil are the residential maximum soil contaminant concentrations (MSCCs) established in Title 15A NCAC 2L .0411. **The Notice must be filed for groundwater contamination.**

The Notice must be prepared in accordance with the attached instructions and format. It must contain a legal description of the property containing the source of contamination and legal descriptions of any other properties which you own (or control) which are contaminated by the release. The Notice must also include appropriate land use restrictions for these properties. In addition, the Notice must identify all other properties (adjacent, adjoining, downgradient, etc.) on which contamination is known to exist at the time the Notice is prepared.

The Notice must be sent to this regional office of the UST Section within 30 days of the date of this letter for approval and notarization. The approved and notarized Notice must then be filed by you with the Register of Deeds, and a certified copy of the filed Notice must be submitted to this office within 30 days of its return to you.

Effective October 1, 2004, the Department requires that all work following the submittal of the Limited Site Assessment Report (Title 15A NCAC 2L .0405) be preapproved if State Trust Fund reimbursement is anticipated. To comply with this requirement, a completed Preapproval/Claim

August 8, 2011

Authorization Form, encompassing the required remedial activities, must be received in this office within 14 days of the date of this letter. Upon completion of the preapproved activities, you should submit your claim promptly. Reimbursement funds are budgeted based on completed preapprovals, but lengthy delays in reimbursement can occur if claims are not submitted immediately following work completion.

Failure to comply with this letter is a violation of North Carolina law and may result in the assessment of civil penalties and/or the use of other enforcement mechanisms available to the state. If you have any questions regarding this letter, please contact me at the address or telephone number listed below.

Sincerely,



Scott Bullock, L.G.
Regional Supervisor
Washington Regional Office

Attachment: Instructions for Preparing Notice of Residual Petroleum

cc: Groundwater Management Associates, Inc., 4300 Sapphire Court, Suite 100, Greenville, NC
Franz F. Holscher, Rodman, Holscher, Francisco & Peck, PA, 320 N. Market St., Washington, NC 27889

UST Regional Offices

Asheville (ARO) – 2090 US Highway 70, Swannanoa, NC 28778 (828) 296-4500

Fayetteville (FAY) – 225 Green Street, Suite 714, Systel Building, Fayetteville, NC 28301 (910) 433-3300

Mooresville (MOR) – 610 East Center Avenue, Suite 301, Mooresville, NC 28115 (704) 663-1699

Raleigh (RRO) – 1628 Mail Service Center, Raleigh, NC 27699 (919) 791-4200

Washington (WAS) – 943 Washington Square Mall, Washington, NC 27889 (252) 946-6481

Wilmington (WIL) – 127 Cardinal Drive Extension, Wilmington, NC 28405 (910) 796-7215

Winston-Salem (WS) – 585 Waughtown Street, Winston-Salem, NC 27107 (336) 771-5000

Guilford County Environmental Health, 400 West Market Street, Suite 300, Greensboro, NC 27401, (336) 641-3771

FTP: NRP request NOR0210.dot

INSTRUCTIONS FOR PREPARING A 'NOTICE OF RESIDUAL PETROLEUM' REFERENCING
LAND USE RESTRICTIONS FOR FILING

The following is a list of instructions to assist in the preparation and filing of a *Notice of Residual Petroleum*'.

1. The Notice shall be prepared in accordance with the format provided in these instructions and shall include reference to the appropriate land use restrictions. ***(REWORDING OF THE NOTICE IS NOT RECOMMENDED AND WILL SUBSTANTIALLY DELAY APPROVAL.)***
2. The Notice shall include a description that would be sufficient as a description in an instrument of conveyance of the (i) real property on which the source of contamination is located and (ii) any real property on which contamination is located at the time the remedial action plan is approved and that was owned or controlled by any owner or operator of the underground storage tank or other responsible party at the time the discharge or release of petroleum is discovered or reported or at any time thereafter.
3. The Notice shall also identify the location (legal description) of any residual petroleum on other real property on which contamination is known to exist at the time the Notice is prepared and that is a result of the release.
4. The Notice shall reference any restrictions on the current or future use of the real property that are imposed by the Secretary to protect public health, the environment, or users of the property
5. ***(IF REQUIRED BY DEPARTMENT.)*** If the contamination is located on more than one parcel or tract of land, the Department may require that the owner, operator, or other person responsible for the discharge or release prepare a composite map or plat that shows all parcels or tracts. If the contamination is located on one parcel or tract of land, the owner, operator, or other person responsible for the discharge or release may prepare a map or plat that shows the parcel but is not required to do so. Any map or plat shall be prepared and certified by a professional land surveyor, shall meet the requirements of G.S. 47-30 and any requirements of the county Register of Deeds, and shall be submitted to the Department for approval. When the Department has approved a map or plat, it shall be recorded in the office of the register of deeds and shall be incorporated into the Notice by reference. ***(ALL CONTENTS OF THE PLAT MUST BE DRAWN IN INDELIBLE INK.)*** The plat shall include:
 - a. Property lines, north arrow, scale, bearings and distances as appearing on the deed;
 - b. With respect to permanently surveyed benchmarks, location and dimensions of areas of the property where contamination is known to exist in
 - = groundwater at a concentration exceeding the standard or interim standard established in 15A NCAC 2L.0202 and/or
 - = soil at a concentration exceeding the residential maximum soil contaminant concentration established in 15A NCAC 2L .0411.
 - c. The printed name(s) and title(s) and properly notarized signature(s) of individual(s) with authority to legally bind the responsible party(ies) (i.e., responsible party(ies), an individual with power of attorney for the responsible party(ies), officer of a corporation, etc.) ***(PRINTED TEXT, SIGNATURES, AND NOTARY SEALS, AS WITH ALL MARKINGS ON THE PLAT, MUST BE MADE IN INDELIBLE INK);***
 - d. The following language: "The areas of contamination depicted upon the map are approximations

derived from the best available information at the time of filing.";

e. The following language, for use by the Department, positioned in the upper left corner of the plat:

"Approved for the purposes of N.C.G.S. 143B-279.9 and 143B-279.11

(signature of Regional Supervisor) Regional Supervisor

(printed name of Regional Supervisor) Regional Office

(name of Region)
UST Section
Division of Waste Management
Department of Environment and Natural Resources

NORTH CAROLINA
_____ COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____ *(printed full name of Regional Supervisor)*.

Date: _____

(Official Seal)

(signature of Notary Public)

(printed or typed name of Notary Public)
Notary Public

My commission expires: _____

f. Surveyor's certification and seal (using a permanent ink stamp).

6. The signed and notarized Notice shall be sent to the appropriate UST Section Regional Office.
7. After the Department approves, notarizes and returns the Notice, the responsible party shall, within thirty (30) days of its return:
 - a. File approved Notice in the County Register of Deeds' office of the county or counties in which the site is located; and
 - b. Send to the appropriate UST Section Regional Office, a certified copy of the Notice affixed with the seal of the Register of Deeds and reflecting the book(s) and page number(s) where recorded and a copy of the page(s) in the grantor index where the Notice is referenced.

NOTICE OF RESIDUAL PETROLEUM

_____, _____ County, North Carolina
(Site name)

The property that is the subject of this Notice (hereinafter referred to as the "Site") contains residual petroleum and is an Underground Storage Tank (UST) incident under North Carolina's Statutes and Regulations, which consist of N.C.G.S. 143-215.94 and regulations adopted thereunder. This Notice is part of a remedial action for the Site that has been approved by the Secretary (or his/her delegate) of the North Carolina Department of Environment and Natural Resources (or its successor in function), as authorized by N.C.G.S. Section 143B-279.9 and 143B-279.11. The North Carolina Department of Environment and Natural Resources shall hereinafter be referred to as "DENR".

NOTICE

Petroleum product was released and/or discharged at the Site. Petroleum constituents remain on the site, but are not a danger to public health and the environment, provided that the restrictions described herein, and any other measures required by DENR pursuant to N.C.G.S. Sections 143B-279.9 and 143B-279.11, are strictly complied with. This "Notice of Residual Petroleum" is composed of a description of the property, the location of the residual petroleum and the land use restrictions on the Site. The Notice has been approved and notarized by DENR pursuant to N.C.G.S. Sections 143B-279.9 and 143B-279.11 and has/shall be recorded at the _____ Register of Deeds' office
(name of county)

Book ____, Page ____.

Any map or plat required by DENR has been/shall be recorded at the _____ Register of Deeds' office Book ____, Page ____, and has been/shall be incorporated into the Notice by this reference.
(name of county)

Source Property

_____ of _____ is the owner in fee
(owner's name) (city & state of homeowner)
simple of all or a portion of the Site, which is located in the County of _____, State of North Carolina, and is known and legally described as:

(Insert Real Property Description Here for Source Property)

Additional Affected Property Also Subject to Restrictions

_____ of _____ is the owner in fee simple of a portion of
(owner's Name) *(city & state of owner)*
the Site, which is located in the County of _____, State of North Carolina. Petroleum
contamination is located on this property at the time this Notice is approved. This property was also owned
or controlled by the underground storage tank owner or operator or another party responsible for the
petroleum discharge or release at the time the discharge or release was discovered or reported, or at any
time thereafter. This property is known and legally described as:

*(Insert Real Property Description Here for Additional Properties Owned or Controlled by Any Owner or
Operator of the Underground Storage Tank or Other Responsible Party, if Applicable)*

For protection of public health and the environment, the following land use restrictions required by
N.C.G.S. Section 143B-279.9(b) shall apply to all of the above-described real property. These restrictions
shall continue in effect as long as residual petroleum remains on the site in excess of unrestricted use
standards and cannot be amended or cancelled unless and until the _____ County Register of Deed
receives and records the written concurrence of the Secretary (or his/her delegate) of DENR (or its
successor in function).

Additional Affected Property Not Subject to Restrictions

Additionally residual petroleum is also located on the following property. The following property
is not subject to land use restrictions pursuant to N.C.G.S. Section 143B-279.9(b). The following
property is known and legally described as:

(Insert Legal Description of Other Real Property Affected by Residual Petroleum Not Owned or Controlled by Any Owner or Operator of the Underground Storage Tank or Other Responsible Party, if Applicable)

PERPETUAL LAND USE RESTRICTIONS

[Restrictions apply to activities on, over, or under the land. Choose one or both of the following as appropriate.]

Soil: The Site shall be used for industrial/commercial use only. Industrial/commercial use means a use where exposure to soil contamination is limited in time and does not involve exposure to children or other sensitive populations such as the elderly or sick. The real property shall not be developed or utilized for residential purposes including but not limited to: primary or secondary residences (permanent or temporary), schools, daycare centers, nursing homes, playgrounds, parks, recreation areas and/or picnic areas.

Groundwater: Groundwater from the site is prohibited from use as a water supply. Water supply wells of any kind shall not be installed or operated on the site.

ENFORCEMENT

The above land use restriction(s) shall be enforced by any owner, operator, or other party responsible for the Site. The above land use restriction(s) may also be enforced by DENR through any of the remedies provided by law or by means of a civil action, and may also be enforced by any unit of local government having jurisdiction over any part of the Site. Any attempt to cancel this Notice without the approval of DENR (or its successor in function) shall be subject to enforcement by DENR to the full extent of the law. Failure by any party required or authorized to enforce any of the above restriction(s) shall in no event be deemed a waiver of the right to do so thereafter as to the same violation or as to one occurring prior or subsequent thereto.

IN WITNESS WHEREOF, _____ has caused this Notice to be executed pursuant to N.C.G.S. Sections 143B-279.9 and 143B-279.11, this ____ day of _____, 200__.

By: _____
(name of responsible party if agent is signing)

(signature of responsible party, attorney or other agent if there is one)

(Title of agent for responsible party if there is one)

Signatory's name typed or printed: _____

(Note to be deleted on final document: Preparer of document must assure that the correct acknowledgement is used and complies with changes effective October 1, 2006.

Choice One: Instrument signed by one person

NORTH CAROLINA

COUNTY

(Name of county in which acknowledgment was taken)

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: _____.

Date: _____

(Official Seal)

(signature of Notary Public)

(printed or typed name of Notary Public)

Notary Public

My commission expires: _____

Choice Two: Acknowledge by attorney in fact

NORTH CAROLINA

COUNTY

(Name of county in which acknowledgment was taken)

I, _____, a Notary Public for said County and State, do hereby certify that _____, attorney in fact for _____, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of the said _____, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of _____ in the County of _____, State of _____, on the _____ day of _____, 200__ and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney.

I do further certify that the said _____ acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said _____.

WITNESS my hand and official seal, this the _____ day of _____, 200__.

(Official Seal)

(signature of Notary Public)

(printed or typed name of Notary Public)

Notary Public

My commission expires: _____

Choice Three: Conveying security interest in personal property of a corporation

NORTH CAROLINA

COUNTY

(Name of county in which acknowledgment was taken)

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of _____ and acknowledged, on behalf of _____, the grantor the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the _____ day of _____, 200__.

(Official Seal)

(signature of Notary Public)

(printed or typed name of Notary Public)

Notary Public

My commission expires: _____

Approved for the purposes of N.C.G.S. 143B-279.11

(signature of Regional Supervisor)

_____, Regional Supervisor
(printed name of Regional Supervisor)

_____ Regional Office
UST Section
Division of Waste Management
Department of Environment and Natural Resources

NORTH CAROLINA

COUNTY

(Name of county in which acknowledgment was taken)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____ *(full printed name of Regional Supervisor)*

Date: _____

(Official Seal)

(signature of Notary Public)

(printed or typed name of Notary Public)

Notary Public

My commission expires: _____



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, CFO
Date: August 8, 2011
Subject: Main Street II Grant Project Amendment
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council adopt a Grant Project Budget Ordinance for the purpose of appropriating the 50% owner contributions associated with the Main Street II Grant.

BACKGROUND AND FINDINGS:

The City of Washington received an American Recovery and Reinvestment Act (ARRA) grant from the North Carolina Department of Commerce (NCDOC), Energy Division to relamp and rebalast lighting fixtures and replace antiquated HVAC systems in privately held downtown buildings. This is a 50/50 grant with the matching funds coming directly from the downtown business owners.

At the February 2011 meeting, Council adopted a capital project budget ordinance to establish the grant project fund and also appropriate the 50% grant portion of expenses and revenues. At this time, City Council now needs to appropriate the downtown building owner's contribution to the project which will be used to reimburse the City for 50% of the contract expenses as required by the grant agreement and provided for in the contracts between building owners and the City.

PREVIOUS LEGISLATIVE ACTION

February 14, 2011

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation of outside contributions only (No City Funds) No Fiscal Impact

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JK Concur _____ Recommend Denial _____ No Recommendation
8/8/11 Date

**AN ORDINANCE TO AMEND THE GRANT PROJECT BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE MAIN STREET II ENERGY GRANT
FOR THE FISCAL YEAR 2011-2012**

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

Section 1. That the Estimated Revenues in the Main Street II Energy Grant be increased in the amount of \$71,538 in the account Owner's Contributions, account number 66-60-3352-0000.

Section 2. That account number 66-60-4930-4500 Rehabilitation line item of the Main Street II Energy Grant be increased in the amount of \$71,538.

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

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

Adopted this the 8th day of August, 2011.

MAYOR

ATTEST:

CITY CLERK

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

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

Section 1. That account number 10-10-4310-0204, Overtime – Street Drug Sales Grant, Police Department portion of the General Fund appropriations budget be increased in the amount of \$12,546 to provide funds for grant funded overtime.

Section 2. That account number 10-10-4310-0201, Salaries - Overtime, Police Department portion of the General Fund appropriations budget be decreased in the amount of \$3,137 to provide for the City's required 25% matching funds.

Section 3. That the Estimated Revenues in the General Fund be increased in the amount of \$9,409 in the account Street Drug Sales Grant, account number 10-10-3433-3305.

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

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

Adopted this the 8th day of August, 2011.

MAYOR

ATTEST:

CITY CLERK

North Carolina
Beaufort County

Washington High

School

2011 - 2012

Year

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2011 through June 30, 2012, when it shall terminate, by and between the BEAUFORT COUNTY BOARD OF EDUCATION, hereinafter referred to as "BOARD", and the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

WITNESSETH:

WHEREAS, the BOARD is concerned about the increasing violence in the community and desires to secure a law enforcement officer for assignment to Washington High School as a designated Resource Officer; and

WHEREAS, it is anticipated that a Resource Officer will be an armed law enforcement officer selected by the LAW ENFORCEMENT AGENCY, through its designated personnel; and

WHEREAS, it is anticipated that any selected Resource Officer will perform his or her duties under the direct supervision of the head of such LAW ENFORCEMENT AGENCY, and with day to day supervision by the Principal of the high school to which the Resource Officer is assigned; and

WHEREAS, the BOARD and LAW ENFORCEMENT AGENCY desire to set forth in writing their agreements with respect to the hiring, training, and supervision of each such Resource Officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, BOARD and LAW ENFORCEMENT AGENCY do hereby agree each with the other as follows:

1.0 Administration and Control

- 1.1 The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision and control is expressly delegated under the terms and conditions of the Agreement.
- 1.2 The LAW ENFORCEMENT AGENCY shall take the lead in the hiring process with the Principal or his designee serving as a member of the interview team.
- 1.3 A Resource Officer shall be a certified officer.

- 1.4 While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the Resource Officer normally possesses. While on duty at a school location, the Resource Officer shall respond to the day-to-day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the LAW ENFORCEMENT AGENCY. Resource Officer shall, for personnel and administrative purposes, remain under control of the LAW ENFORCEMENT AGENCY, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverages provided by the LAW ENFORCEMENT AGENCY.
- 1.5 LAW ENFORCEMENT AGENCY shall not utilize a Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.
- 1.6 Throughout the term of this Operational Agreement, BOARD shall pay the LAW ENFORCEMENT AGENCY in quarterly payments in the amount of **\$9,459.50** (includes salary, benefits, and uniforms) due and payable on the first day of the month, in the second month of each quarter, for the Resource Officer assigned to work in the Beaufort County Schools.

2.0 Basic Qualifications of Resource Officer. To be a Resource Officer, an officer must first meet all the following basic qualifications:

- 2.1 Should have three (3) years of law enforcement experience;
- 2.2 Prefer experience in working with youth;
- 2.3 Shall possess a sufficient knowledge of the applicable Federal and State Laws, including the Juvenile Code of North Carolina, County Ordinances, and Board of Education Policies and Administrative Regulations;
- 2.4 Shall be capable of conducting in-depth criminal investigations;
- 2.5 Shall possess even temperament and set a good example for school students; and
- 2.6 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

3.0 Duties of Resource Officer

- 3.1 To provide law enforcement services to the School System at assigned school locations in accordance with the terms of this Agreement;
- 3.2 To counsel school students in special situations, such as when a student is suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;
- 3.3 To answer questions that students may have about North Carolina criminal or juvenile law, and to make classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;
- 3.4 To assist other law enforcement officers with outside investigations concerning students attending the school to which Resource Officer is assigned;

- 3.5 To work (10 months) on the school calendar schedule of the Beaufort County Schools as duly adopted each year;
- 3.6 To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session; and
- 3.7 To coordinate traffic and security at all athletic events and social functions on school premises for the school to which the Resource Officer is assigned.
- 3.8 Resource Officer has the right and obligation to decline to participate in an activity/event that would violate LAW ENFORCEMENT AGENCY or state procedures.

4.0 Chain of Command

- 4.1 Resource Officers who are employees of the LAW ENFORCEMENT AGENCY shall follow the chain of command as set forth in the LAW ENFORCEMENT AGENCY Standard Operating Procedures Manual.

5.0 Duty Hours

- 5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the school to which the officer is assigned. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.
- 5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at the assigned school with a schedule worked out jointly with Resource Officer and Principal of the school throughout the year (10 months), or for a minimum of seven and one-half (7 1/2) hours per day on average, or a minimum of forty (40) hours each week on average, in the event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school related crimes.

6.0 Training /Briefing

- 6.1 Resource Officer shall attend training and briefing sessions as required by the LAW ENFORCEMENT AGENCY. Coordination of meetings between school personnel, the Resource Officer and Commanding Officers in the LAW ENFORCEMENT AGENCY may be scheduled as required or needed for the exchange of information and coordination of efforts.
- 6.2 Resource Officer shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the LAW ENFORCEMENT AGENCY. The BOARD may provide training in Board of Education policies, regulations and procedures.

7.0 Uniforms, Equipment and Weapons

- 7.1 Resource Officer shall be required to wear LAW ENFORCEMENT AGENCY issued uniforms, and to use LAW ENFORCEMENT AGENCY equipment and weapons, which shall be the responsibility of the LAW ENFORCEMENT AGENCY to provide.
- 7.2 BOARD shall provide Resource Officer with the following:
- a. Access to an air-conditioned and properly lighted office, which shall contain a telephone, which may be used for general business purposes;
 - b. A location for files and records, which can be properly locked and secured;
 - c. A desk with drawers, a chair, worktable, a filing cabinet and office supplies;
 - d. Reasonable access to a typewriter and/or secretarial assistance; and
 - e. A radio or walkie-talkie (school based) or pager for the Resource Officer as to avoid using the radio frequency of the LAW ENFORCEMENT AGENCY.

8.0 Transporting Students

- 8.1 Resource Officer shall not transport students in their vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist, except that Resource Officer shall transport students being sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety of other students and school personnel.
- 8.2 Resource Officer shall not transport students in their personal vehicles. If the Resource Officer does not have a LAW ENFORCEMENT AGENCY or BOARD vehicle, then a patrol unit shall be dispatched by the LAW ENFORCEMENT AGENCY to assist the officer.
- 8.3 Resource Officer shall notify the school Principal or the Principal's designee before removing a student from campus.

9.0 **Interview and Arrest Procedure.** Resource Officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of the State of North Carolina when dealing with juveniles.

10.0 **Cooperative Understanding.** The attached Cooperative Understanding between the BOARD and LAW ENFORCEMENT AGENCY is attached hereto and incorporated herein by reference.

11.0 **Evaluation.** It is mutually agreed that the Principal/Resource Officer's supervisor shall evaluate annually the Resource Officer Program and the performance of each Resource Officer on forms developed jointly by the parties. It is further understood that the evaluation of each officer is advisory only and that the LAW ENFORCEMENT AGENCY retains the final authority to evaluate.

IN WITNESS WHEREOF, the BOARD has caused this Operational Agreement to be signed by its Superintendent/Secretary and the LAW ENFORCEMENT AGENCY has caused this Operational Agreement to be signed by its Police Chief, by order or other proper authority of the respective governing board duly given as of the day and year first written above.

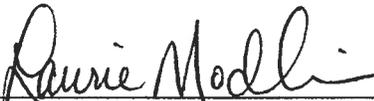
PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to N.C.G.S. § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

Matt Rauschenbach, Chief Financial Officer
City of Washington

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited in the manner required by the School Budget and Fiscal Control Act.



Laurie Modlin, School Finance Officer
Beaufort County Board of Education

CITY OF WASHINGTON

By: _____ (SEAL)
G. Mitchell Reed, Police Chief

**BEAUFORT COUNTY
BOARD OF EDUCATION**

By:  _____ (SEAL)
Don Phipps, Superintendent/Secretary

Date

7-22-11

Date

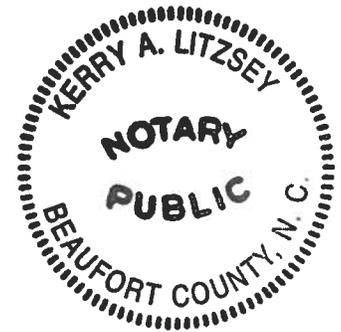
**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Don Phipps personally appeared before me this day, and being duly sworn by me, acknowledged that he is Superintendent/Secretary of the Beaufort County Board of Education, and that by authority duly given and as the act of the Board the foregoing instrument was signed by him.

Witness my hand and notary seal this 22 day of July 2011.

Kerry A. Litzsey
Notary Public

My Commission expires: 9-17-2014



**NORTH CAROLINA
BEAUFORT COUNTY**

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

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

Notary Public

My Commission expires: _____

Cooperative Understanding (Resource Officer)

General Statement of Duties

Within the lawful jurisdiction of the Washington City Police Department, a sworn Washington City Police Officer must at all times take appropriate action to: protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all state, local and federal laws in matters over which the Washington City Police Department has jurisdiction.

Distinguishing Features of the Class

An employee in this class performs a variety of law enforcement duties for the school system. Work is derived from the requirement to protect life and property, to conduct initial investigations of crimes committed at the schools, to patrol in an official vehicle to deter crimes, and to apprehend violators or suspects. Duties may include serving criminal court papers such as warrants and subpoenas; testifying in court; and filing necessary papers with the judicial system. The employee is subject to the usual hazards of law enforcement. Considerable tact, firmness and courtesy are required in serving the public. The employee is expected to exercise alertness and independent judgment in dealing with unusual situations. Work is performed in accordance with established policies and procedures and is supervised by the head of the supervising LAW ENFORCEMENT AGENCY through conference, review of records and reports, and effectiveness of assigned duties.

Illustrative examples of work

- Patrols the school sites to detect and deter crime
- Responds to school personnel calls for law enforcement assistance
- Conducts preliminary investigation of crimes and complaints
- Makes arrests and transports violators
- Testifies in court concerning enforcement and investigative activities
- Maintains records of patrol and investigative activities
- Participates in surveillance and stake-out duties; assists as permitted by law with searches
- Cooperates with other law enforcement officers of other governmental units in conducting investigations and making arrests
- Answers and checks on alarms and security systems
- Performs related duties as required

Knowledge, Skills and Abilities

- Working knowledge of the operations, functions, procedures and legal processes of law enforcement
- Working knowledge of federal, state and county laws relative to civil and criminal processes and Juvenile Code of North Carolina

- Working knowledge of the operation of two-way radio equipment and related FCC regulations
- Working knowledge of the geographical layout of the school sites as to locations of roads, important buildings and other landmarks
- Skill in the use of firearms and other law enforcement equipment
- Ability to exercise sound judgment in emergency and routing situations and to adopt quick, effective and reasonable courses of action

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2011 through June 30, 2012, when it shall terminate, by and between the BEAUFORT COUNTY BOARD OF EDUCATION, hereinafter referred to as "BOARD", and the CITY OF WASHINGTON, a municipal corporation of the State of North Carolina, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

WITNESSETH:

WHEREAS, the BOARD is concerned about the increasing violence in the community and desires to secure a law enforcement officer for assignment to P.S. Jones Middle School as a designated Resource Officer; and

WHEREAS, it is anticipated that a Resource Officer will be an armed law enforcement officer selected by the LAW ENFORCEMENT AGENCY, through its designated personnel; and

WHEREAS, it is anticipated that any selected Resource Officer will perform his or her duties under the direct supervision of the head of such LAW ENFORCEMENT AGENCY, and with day to day supervision by the Principal of the high school to which the Resource Officer is assigned; and

WHEREAS, the BOARD and LAW ENFORCEMENT AGENCY desire to set forth in writing their agreements with respect to the hiring, training, and supervision of each such Resource Officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants set forth herein, BOARD and LAW ENFORCEMENT AGENCY do hereby agree each with the other as follows:

1.0 Administration and Control

- 1.1 The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision and control is expressly delegated under the terms and conditions of the Agreement.
- 1.2 The LAW ENFORCEMENT AGENCY shall take the lead in the hiring process with the Principal or his designee serving as a member of the interview team.
- 1.3 A Resource Officer shall be a certified officer.

- 1.4 While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the Resource Officer normally possesses. While on duty at a school location, the Resource Officer shall respond to the day-to-day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the LAW ENFORCEMENT AGENCY. Resource Officer shall, for personnel and administrative purposes, remain under control of the LAW ENFORCEMENT AGENCY, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverages provided by the LAW ENFORCEMENT AGENCY.
- 1.5 LAW ENFORCEMENT AGENCY shall not utilize a Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.
- 1.6 Throughout the term of this Operational Agreement, BOARD shall pay the LAW ENFORCEMENT AGENCY in quarterly payments in the amount of **\$9,459.50** (includes salary, benefits, and uniforms) due and payable on the first day of the month, in the second month of each quarter, for the Resource Officer assigned to work in the Beaufort County Schools.

2.0 Basic Qualifications of Resource Officer. To be a Resource Officer, an officer must first meet all the following basic qualifications:

- 2.1 Should have three (3) years of law enforcement experience;
- 2.2 Prefer experience in working with youth;
- 2.3 Shall possess a sufficient knowledge of the applicable Federal and State Laws, including the Juvenile Code of North Carolina, County Ordinances, and Board of Education Policies and Administrative Regulations;
- 2.4 Shall be capable of conducting in-depth criminal investigations;
- 2.5 Shall possess even temperament and set a good example for school students; and
- 2.6 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

3.0 Duties of Resource Officer

- 3.1 To provide law enforcement services to the School System at assigned school locations in accordance with the terms of this Agreement;
- 3.2 To counsel school students in special situations, such as when a student is suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;
- 3.3 To answer questions that students may have about North Carolina criminal or juvenile law, and to make classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;
- 3.4 To assist other law enforcement officers with outside investigations concerning students attending the school to which Resource Officer is assigned;

- 3.5 To work (10 months) on the school calendar schedule of the Beaufort County Schools as duly adopted each year;
- 3.6 To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session; and
- 3.7 To coordinate traffic and security at all athletic events and social functions on school premises for the school to which the Resource Officer is assigned.
- 3.8 Resource Officer has the right and obligation to decline to participate in an activity/event that would violate LAW ENFORCEMENT AGENCY or state procedures.

4.0 Chain of Command

- 4.1 Resource Officers who are employees of the LAW ENFORCEMENT AGENCY shall follow the chain of command as set forth in the LAW ENFORCEMENT AGENCY Standard Operating Procedures Manual.

5.0 Duty Hours

- 5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the school to which the officer is assigned. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.
- 5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at the assigned school with a schedule worked out jointly with Resource Officer and Principal of the school throughout the year (10 months), or for a minimum of seven and one-half (7 1/2) hours per day on average, or a minimum of forty (40) hours each week on average, in the event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school related crimes.

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- 7.1 Resource Officer shall be required to wear LAW ENFORCEMENT AGENCY issued uniforms, and to use LAW ENFORCEMENT AGENCY equipment and weapons, which shall be the responsibility of the LAW ENFORCEMENT AGENCY to provide.
- 7.2 BOARD shall provide Resource Officer with the following:
- a. Access to an air-conditioned and properly lighted office, which shall contain a telephone, which may be used for general business purposes;
 - b. A location for files and records, which can be properly locked and secured;
 - c. A desk with drawers, a chair, worktable, a filing cabinet and office supplies;
 - d. Reasonable access to a typewriter and/or secretarial assistance; and
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- 8.1 Resource Officer shall not transport students in their vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist, except that Resource Officer shall transport students being sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety of other students and school personnel.
- 8.2 Resource Officer shall not transport students in their personal vehicles. If the Resource Officer does not have a LAW ENFORCEMENT AGENCY or BOARD vehicle, then a patrol unit shall be dispatched by the LAW ENFORCEMENT AGENCY to assist the officer.
- 8.3 Resource Officer shall notify the school Principal or the Principal's designee before removing a student from campus.

9.0 **Interview and Arrest Procedure.** Resource Officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of the State of North Carolina when dealing with juveniles.

10.0 **Cooperative Understanding.** The attached Cooperative Understanding between the BOARD and LAW ENFORCEMENT AGENCY is attached hereto and incorporated herein by reference.

11.0 **Evaluation.** It is mutually agreed that the Principal/Resource Officer's supervisor shall evaluate annually the Resource Officer Program and the performance of each Resource Officer on forms developed jointly by the parties. It is further understood that the evaluation of each officer is advisory only and that the LAW ENFORCEMENT AGENCY retains the final authority to evaluate.

IN WITNESS WHEREOF, the BOARD has caused this Operational Agreement to be signed by its Superintendent/Secretary and the LAW ENFORCEMENT AGENCY has caused this Operational Agreement to be signed by its Police Chief, by order or other proper authority of the respective governing board duly given as of the day and year first written above.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to N.C.G.S. § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

Matt Rauschenbach, Chief Financial Officer
City of Washington

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

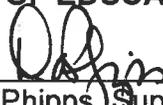


Laurie Modlin, School Finance Officer
Beaufort County Board of Education

CITY OF WASHINGTON

By: _____ (SEAL)
G. Mitchell Reed, Police Chief

**BEAUFORT COUNTY
BOARD OF EDUCATION**

By:  _____ (SEAL)
Don Phipps, Superintendent/Secretary

Date

7-22-11

Date

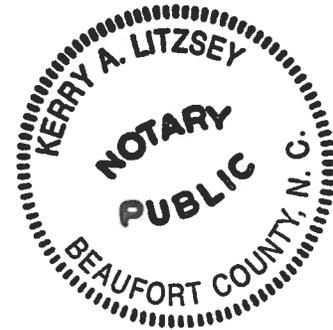
**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that Don Phipps personally appeared before me this day, and being duly sworn by me, acknowledged that he is Superintendent/Secretary of the Beaufort County Board of Education, and that by authority duly given and as the act of the Board the foregoing instrument was signed by him.

Witness my hand and notary seal this 22 day of July 2011.

Kerry A. Litzsey
Notary Public

My Commission expires: 9-17-2014



**NORTH CAROLINA
BEAUFORT COUNTY**

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

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

Notary Public

My Commission expires: _____

Cooperative Understanding (Resource Officer)

General Statement of Duties

Within the lawful jurisdiction of the Washington City Police Department, a sworn Washington City Police Officer must at all times take appropriate action to: protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all state, local and federal laws in matters over which the Washington City Police Department has jurisdiction.

Distinguishing Features of the Class

An employee in this class performs a variety of law enforcement duties for the school system. Work is derived from the requirement to protect life and property, to conduct initial investigations of crimes committed at the schools, to patrol in an official vehicle to deter crimes, and to apprehend violators or suspects. Duties may include serving criminal court papers such as warrants and subpoenas; testifying in court; and filing necessary papers with the judicial system. The employee is subject to the usual hazards of law enforcement. Considerable tact, firmness and courtesy are required in serving the public. The employee is expected to exercise alertness and independent judgment in dealing with unusual situations. Work is performed in accordance with established policies and procedures and is supervised by the head of the supervising LAW ENFORCEMENT AGENCY through conference, review of records and reports, and effectiveness of assigned duties.

Illustrative examples of work

- Patrols the school sites to detect and deter crime
- Responds to school personnel calls for law enforcement assistance
- Conducts preliminary investigation of crimes and complaints
- Makes arrests and transports violators
- Testifies in court concerning enforcement and investigative activities
- Maintains records of patrol and investigative activities
- Participates in surveillance and stake-out duties; assists as permitted by law with searches
- Cooperates with other law enforcement officers of other governmental units in conducting investigations and making arrests
- Answers and checks on alarms and security systems
- Performs related duties as required

Knowledge, Skills and Abilities

- Working knowledge of the operations, functions, procedures and legal processes of law enforcement
- Working knowledge of federal, state and county laws relative to civil and criminal processes and Juvenile Code of North Carolina

- Working knowledge of the operation of two-way radio equipment and related FCC regulations
- Working knowledge of the geographical layout of the school sites as to locations of roads, important buildings and other landmarks
- Skill in the use of firearms and other law enforcement equipment
- Ability to exercise sound judgment in emergency and routing situations and to adopt quick, effective and reasonable courses of action



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: August 8, 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 #9853, Williams Fire Sprinkler System, Inc, \$26,794, fire sprinkler system improvements at Impressions included in the building improvement project. Account 56-60-4930-4500.

Requisition #9910, Utility Service Co., \$40,613, water tank maintenance contract. Account 30-90-8140-4500.

PREVIOUS LEGISLATIVE ACTION

2011-2012 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: August 8, 2011 (if applicable)
City Manager Review: JRC Concur _____ Recommend Denial _____ No Recommendation
08/02/11 Date

Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:9853

PO #: Not Assigned

User Name: Mike Whaley

Date: 07/20/2011

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$26,794.00

Ship To:

CITY OF WASHINGTON WAREHOUSE

203 GRIMES ROAD

WASHINGTON, NC 27889

WILLIAMS FIRE SPRINKLER SYSTEM, INC.

P.O. BOX 1048

WILLIAMSTON, NC 27892

Vendor Instructions: Warehouse for Impressions Building, Mike Whaley, 252-975-9308. ATTN: Mark Stallings

Quantity	Description	Job Number	Unit Price	Extended
1	Labor and material to modify the sprinkler system at the Impressions Building at 234 Springs Road, Washington, NC per quote dated June 8, 2011.		\$26,794.00	\$26,794.00
Sub Total				\$26,794.00
Total Tax				\$0.00
Total				\$26,794.00

Account Number	Account Description	Amount
56-60-4930-4500	CONSTRUCTION	\$26,794.00
Total		\$26,794.00

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 #:9910

PO #: Not Assigned

User Name: Frankie Buck

Date: 08/03/2011

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$40,613.11

Ship To:

CITY OF WASHINGTON WAREHOUSE (PW

203 GRIMES ROAD

WASHINGTON, NC 27889

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

Quantity	Description	Job Number	Unit Price	Extended
1	WATER TANK MAINTENANCE CONTRACT		\$40,613.11	\$40,613.11
Sub Total				\$40,613.11
Total Tax				\$0.00
Total				\$40,613.11

Account Number	Account Description	Amount
30-90-8140-4500	CONTRACT SERVICES	\$40,613.11
Total		\$40,613.11

Approval List

Dept Level Approval: _____

Department Head: _____

PO Level Approval: _____

Purchase Order Prep: _____



City of Washington

Department of Parks & Recreation



MEMORANDUM

DATE: August 8, 2011

TO: Mayor and City Council

FROM: Philip Mobley, Director Parks and Recreation *PWM*

SUBJ: The Grace Martin Harwell Sr. Ctr. Partners, Inc's

In January 2011, the Grace Martin Harwell Senior Center Partners, Inc. received its 501 C 3 status. As a result, we have been actively searching for new funding avenues and partnerships in the community.

On Friday, July 15, the Grace Martin Harwell Senior Center Partners, Inc's application was accepted by the Beaufort County United Way and we became a United Way Partner, eligible for funding in 2012.

We are not only Pleased with the funding, but look forward to partnering with Beaufort County United Way.



City of Washington

Department of Parks & Recreation



MEMORANDUM

DATE: August 8, 2011

TO: Mayor and City Council

FROM: Philip Mobley, Director Parks and Recreation *pm*

SUBJ: Jack's Creek Greenway Project

In January 2009 the City of Washington applied to the NCDENR National Recreational Trails Program Grant for funding of the construction of a Greenway along the south side of Jack's Creek between Bonner Street to Brown Street. We received notification of approval from NCDENR on October 1, 2009 and the City Council authorized a contract with NCDENR on November 9, 2009 for the construction of this Jack's Creek Greenway to be a partial connection in the Connectivity Plan for Downtown Washington and the City of Washington's Park System.

The Project Fund is as follows:

\$ 74,206 --	State of North Carolina
18,570 --	City – Cash Match
6,190 --	“ -- In-kind Match
<u>\$ 98,966 --</u>	Total Project

Now let me bring you up to date with this project:

In **August of 2010** the Parks & Recreation Department started to assemble our forces to lay out our initial points to lead up to the construction of the greenway. One of our points was to have a meeting with the local NCDENR Office to talk about this area and the regulatory requirements by the local NCDENR Office. We called NCDENR and arranged a meeting on October 21, 2010 @ 2pm at the NCDENR Office, this meeting with their interagency members of DWQ, DWQ-401, and Land Quality for the purpose of providing us with environmental regulatory guidance and direction for this proposed project. Our City Team was made up of Mr. Joe Taylor, Chairman of the WRAC, Mr. Mike Apple, City of Washington Public Works Storm Water Technician, Mr. Russell Waters, future greenway site surveyor, Ms. Teresa Hamilton, Rec. Office Mgr. and myself as our spokesman.

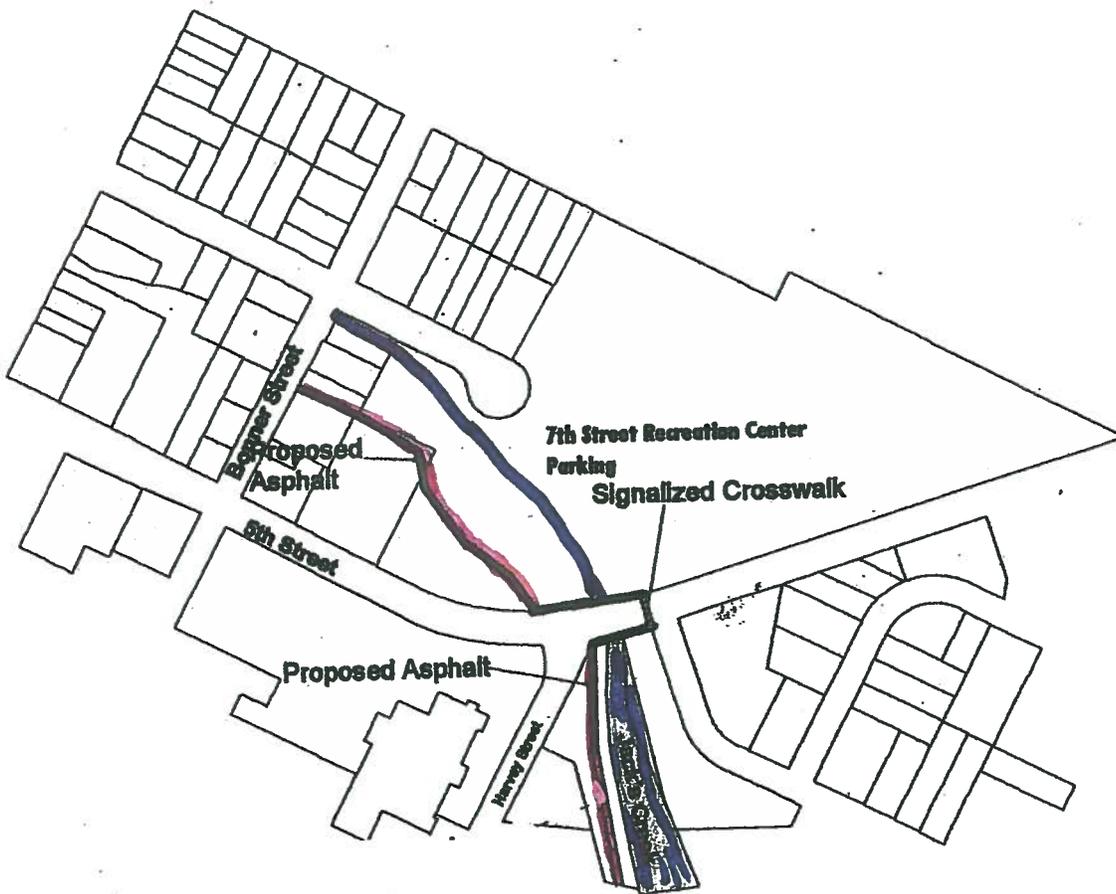
At that meeting we learned of the City's Storm Water improvements and a part of that plan, to enlarge Jack's Creek Banks for more water retention. We left that meeting knowing that the proposed Greenway Trail was "off the table" because the 50' Storm Water limited restrictive line and the City of Washington's Storm Water requirements are more restrictive.

In another meeting with NCDENR dated January 25, 2011, they again informed us that the bank stabilization of Jack's Creek that was included in the initial engineering for Jack's Creek is off the table. The NCDENR Office told me that in order for us to have this Greenway plan evaluated by the NCDENR Office, we would to have a letter from the City's engineering firm saying that the bank stabilization project was out of the contract. It was April 2011 before we could get a letter written by the City's engineering firm to allow us to move on this Greenway Project.

In May 2011 we started the process again in talking with contractors, finding availability of materials and equipment, price of asphalt because of the cost of oil and the availability of department staff because of cutting grass/maintaining parks, the fall soccer, fall softball and baseball programs on schedule. Our Department Team again met with NCDENR Office on July 21, 2011, to talk about the Jack's Creek Project. Adam Waters was at this meeting. He advised that Public Works will review the City of Washington's Storm Water Plan to see if this project can qualify for action.

The reason for this memo is to alert Council of the fact that this Greenway Project has to be totally in place by November 15, 2011. I have contacted the Office of the State Trails Program Grants Manager, NC State Parks and Recreation Division of NCDENR. In talking with Mr. Newman-Brooks, they do not extend project in the NC National Recreational Trails Program. Again, we are under a very tight time table for the completion of the Greenway Trail along Jack's Creek by November 15, 2011.

City of Washington Jack's Creek Greenway



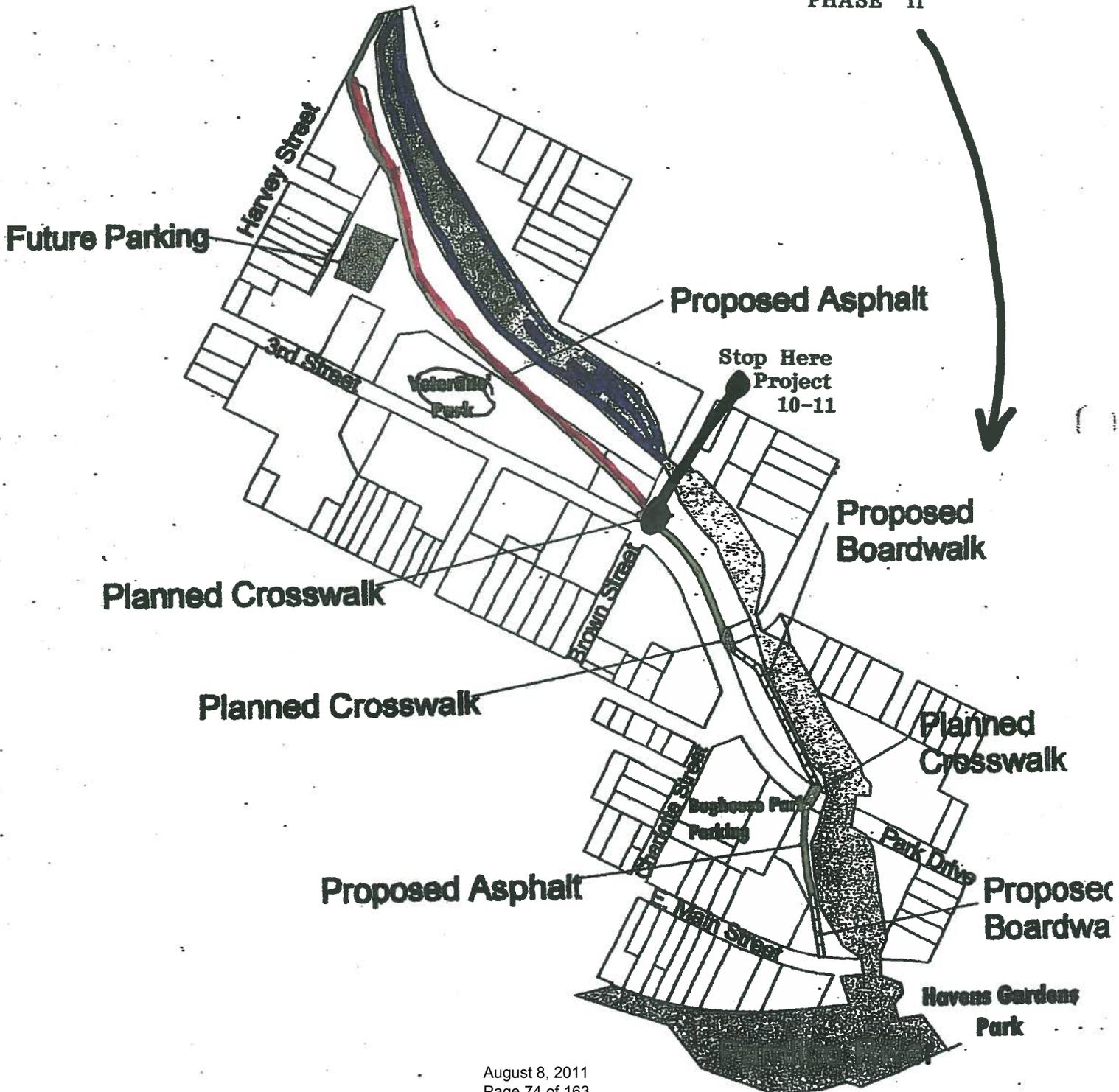


23

City of Washington Jack's Creek Greenway



PHASE II





2



HUMAN RELATIONS COUNCIL

102 East 2nd Street

Washington, NC 27889

Phone: 252-975-1280

Fax: 252-974-6467

Human Relations Council (HRC) Report for the month of July Monday August 8, 2011 City Council Meeting

MISSION STATEMENT

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

Scheduled Public Appearances: Robbie Rose, Fire Chief

Chief Rose addressed the Board concerning minorities in the Fire Department. Chief Rose distributed a pamphlet highlighting the requirements in becoming a Fire Fighter with the Washington Fire Department.

- Career Readiness Certificate
- Physical Agility Testing
- Oral Interview
- Chief's Interview
- Offers of Employment
- Eligibility List
- Eligibility Requirements
- Desirable Certifications

Chief Rose stated that out of thirty three (33) firefighters there are only two (2) minorities with one of those (female) being the Administrative Assistant. Also, he mentioned that Fire fighter and the EMT business have become more complex as time goes on and noted they received 2200 EMS calls last year alone.

Scheduled Public Appearances: April Corbett, PNS/Dream Camp Coordinator

Ms. Corbett advised the next National Night Out had been scheduled for August 2, 2011. The event will be held at Beebe Memorial Park from 4-8 pm

Update – Multicultural Festival:

- Distributing sponsorship letters
- Clarification concerning City permits

Discussion - Fair Housing Forum Participation

Latino Passport Project Discussion

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: July 28, 2011
Subject: Appointment to Historic Preservation Commission & Human Relations Council
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council appoint _____ to the Historic Preservation Commission to fill the expired term of Chris Collier, term to expire June 30, 2014.

I move that the City Council appoint _____ to the Human Relations Council, to fill the expired 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 expired term of Rick Gagliano, term to expire June 30, 2014.

BACKGROUND AND FINDINGS:

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

Recommendations will be made by the Council Liaisons at the Council meeting.

PREVIOUS LEGISLATIVE ACTION

Continued from June 13th, 27th and July 18th 2011 meetings

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Board Applications

City Attorney Review: Date By: (if applicable)
Finance Dept Review: Date By: (if applicable)
City Manager Review: [Signature] [Date] Concur Recommend Denial No recommendation

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 interest 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. (cell) 910-297-0582 (BUSINESS) (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 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. CELL (BUSINESS) 516-972-2599 (HOME) 974-1033

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. (WILLIAMS HOUSE 1857)

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: _____

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: Sandra Albritton
(please print)

ADDRESS: 40 Camel Dr.

PHONE NUMBER (work) _____ (home) 252-975-3742

e-mail 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).

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 live in this community and have a deep love and concern for it. What goes on here affects and concerns others as well as myself. I feel that I could add to my community

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.

Sandra Albritton

(signature)

6-13-2011



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman, Planning & Development
Date: July 28, 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 Board 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
Planning Board – June 28, 2011

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Ordinance

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Concur _____ Recommend Denial _____ No
 Recommendation _____ Date *JLR 08/07/11*

**ORDINANCE AMENDING CHAPTER 20, OFFENSES AND MISCELLANEOUS
PROVISIONS, ARTICLE I, IN GENERAL, OF THE CODE
OF ORDINANCES OF THE CITY OF WASHINGTON**

WHEREAS, North Carolina General Statute § 160A-174 authorizes a city to enact ordinances to define, prohibit, regulate, or abate acts, omissions, or conditions that are detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city, and to define and abate nuisances.

WHEREAS, the ordinance amendment set forth below is intended to promote and protect the health, safety, and welfare of the public as well as the peace and dignity of the City 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 as follows.

Section 1: The Code of the City of Washington, North Carolina, Chapter 20, Article I, is hereby amended by adding Section 20-17, Graffiti, as set forth below.

Sec. 20-17 Graffiti.

(a) *Graffiti defined.* Graffiti shall mean writings, drawings, inscriptions, figures, or marks of paint, ink, chalk, dye or other similar substances on public or private buildings, sidewalks, streets, structures, or places which are not authorized or permitted by the owner or person in possession of the property upon which the same are located. However, for the purposes of this section, graffiti shall not mean or include and this section 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, or which are used in connection with any lawful business or public purpose or activity.

(b) *Graffiti prohibited.* It shall be unlawful for any person to write, paint, inscribe, scratch, scrawl, spray, place, draw, or locate graffiti of any type, or otherwise cause graffiti to appear, on any public or private building, street, sidewalk, 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 detrimental to the health, safety and welfare of the public as well as the peace and dignity of the city, and is therefore subject to removal, abatement and penalty as specifically set forth below.

(c) *Penalty for violation.* Except as specifically provided for hereinafter, it shall be a misdemeanor for any person to do any act forbidden by this section, fail to do or perform any act required by this section, or otherwise violate the provisions of this section. This Section 20-17(c) shall be inapplicable to Section 20-17(d)(3) and the matters provided for therein.

(d) *Removal of graffiti.* Any person owning property, acting as manager or agent, or in possession or control of property shall remove or effectively obscure any graffiti upon such property.

- (1) *Notice to remove.* Upon determination that graffiti in violation of this section is present, the city shall deliver a *Notice to Remove* to the perpetrator of the graffiti, if known, and to the owner or person in possession of the property upon which the graffiti is located. A *Notice to Remove* shall include:
 - a. the street address or description of the property sufficient for proper identification of such property;
 - b. a description and general location of the graffiti;
 - c. a statement that said graffiti is a public nuisance;
 - d. an order that the graffiti must be removed or effectively obscured within ten (10) working days and that, if the nuisance is not so abated within such time, the city will abate the public nuisance at the cost of the property owner as set forth hereinbelow; and
 - e. information concerning procedures for appeal of the *Notice to Remove*.
- (2) *Removal by perpetrator.* It shall be unlawful for any person placing graffiti on public or private property in violation of this section to fail to appropriately remove such graffiti and return such property to its original condition within forty-eight (48) hours of receipt of delivery of a *Notice to Remove* by the city. The removal of said graffiti by the person identified in said *Notice to Remove* as the person responsible for said graffiti (perpetrator) shall only be completed with the permission of, and consistent with the direction of, the owner or person in possession of the property upon which said graffiti is located.
- (3) *Removal by the City.* If the city has delivered a *Notice to Remove* to the owner or person in possession of such property and that person fails or refuses to remove or effectively obscure such graffiti upon their property as directed in the *Notice to Remove*, the city is authorized to remove the graffiti and the cost to remove the same shall be charged to the owner or person in possession of said property. If the expenses of removing or obscuring the graffiti are 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 said property and shall be collected as unpaid taxes. Any violation of this Section 20-17(d)(3) is not a misdemeanor or unlawful and is not subject to criminal prosecution.
- (4) *Appeal.* Any owner or person in possession of property who receives a *Notice to Remove* or obscure graffiti may appeal said *Notice to Remove* by filing a written appeal with the Planning Department to the Washington Board of Adjustment within seven (7) days of receipt of the *Notice to Remove*. Said written appeal shall state the reasons for the appeal. The Board of Adjustment shall conduct a hearing on the appeal during its next regularly scheduled meeting after the Planning Department's receipt of the notice of appeal. If the Board of Adjustment affirms the *Notice to Remove*

as well as determines that the graffiti is in violation of this section and must be removed, the Director of Planning or his designee shall provide the owner or person in possession of the property a written copy of the Board of Adjustment's decision. The owner or person in possession of the property shall remove or effectively obscure said graffiti within ten (10) working days of receipt of the Board of Adjustment's decision, which decision shall be treated as a new *Notice to Remove* and shall be subject to the provisions of Section 20-17(d)(3).

(e) *Enforcement.* The City Manager shall designate staff person(s) who shall enforce this section.

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 8th day of August, 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: Joshua Kay, City Manager & Susan Hodges, Human Resources Director
Date: August 8, 2011
Subject: Classification and Pay Grade Changes
Applicant Presentation: Becky Veazey, The MAPS Group
Staff Presentation: Susan Hodges, Human Resources Director

RECOMMENDATION:

I move that the City Council authorize the City Manager to implement the classification and pay grade changes for the positions in the Information Technology and Police departments that have been affected by reorganization and as recommended by the MAPS Group effective August 1, 2011.

BACKGROUND AND FINDINGS:

The City's Technology Services Director retired in December, 2010 and after much consideration, the decision was made to outsource the day to day information technology systems administration. This transition significantly impacted the Data Systems Specialist, the only remaining position in the department. This position has retained considerable responsibility for the information technology function for the City, including internal coordination, administration, special projects, help desk monitoring, coordination with the contractor, etc.

The Police Department has also had a recent retirement in the evidence and records division. With this change in staff, Police Chief Reed has decided to reorganize the telecommunications, records and evidence functions with the intent to better utilize civilian staff where possible and sworn law enforcement officers in the capacities that require sworn status. The reorganization combines records, evidence and telecommunications into one unit with one supervisor. The Telecommunications Supervisor has been assigned the additional responsibility of overseeing Police evidence and records, in addition to the Telecommunications function. This reorganization can be supported within the current budgeted salary allocation and does not change staffing levels.

Due to the significant impact of the restructuring activities noted above on the duties and responsibilities of several positions, classifications were reviewed and reclassification requests are being submitted for Council consideration in accordance with City of Washington Personnel Policy Article II., Section 4.

A copy of the report from The MAPS Group consultant describing the recommended changes is attached. This action was previously presented at the June 27, 2011 Council Meeting.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

August 8, 2011
 Currently Budgeted (Account: varied) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

The MAPS Group, Washington Report
Class Specifications
Assignment of Classes to Grades and Ranges *Proposed* FY 11/12
Organizational Charts – Police Department

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: _____ Concur _____ Recommend Denial _____
 No Recommendation _____ Date _____
JK 08/08/11

CLASSIFICATION & PAY GRADE RECOMMENDATIONS - The MAPS Group

6/27/2011

<u>CURRENT CLASSIFICATION</u>	<u>CURR GRADE</u>	<u>RECOMMENDED CLASSIFICATION</u>	<u>REC GRADE</u>
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POLICE

Telecommunications Supervisor	PG 16	Police Support Services Supervisor	PG 21
Records Clerk	PG 13	Records & Evidence Specialist	PG 14
Evidence & Records Specialist	PG 15	Records & Evidence Specialist	PG 14

POLICE DEPT. TOTAL COST \$1,618**Available from O/T line
which will be reduced
due to re-organization****INFORMATION TECHNOLOGY**

Data Systems Specialist	PG 19	Technology Administrator	PG 23
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INFORMATION TECH. TOTAL COST \$5,529**Note: Eliminated full-time
position f/y 2011-12**

TECHNOLOGY ADMINISTRATOR

General Statement of Duties

Performs difficult technical work planning, organizing and implementing information technology systems for the City.

Distinguishing Features of the Class

An employee in this class is responsible for managing the City's information technology systems including installing and maintaining hardware and software applications, troubleshooting and resolving equipment failures, establishing operating systems and platforms, coordinating with the systems administration vendor, updating computer systems, and implementing automated systems for existing manual systems. Work involves planning, organizing, and daily support and operation for the systems. Work requires a high level of technical knowledge on hardware and software applications, understanding of network and operating systems, and a understanding of computer programming applications. The employee also recommends hardware and software systems for purchase, performs and/or coordinates installations, performs repairs, and software and user support. The employee works in an inside environment and is not subject to adverse working conditions. Work is performed under the general supervision of the City Manager and is evaluated through conferences, records and reports, and successful implementation of automated environments and programs.

Essential Duties and Tasks

Plans, organizes and develops information technology systems to improve the productivity of the City; coordinates with the City's systems administration vendor in establishing and maintaining operating systems, networks, configurations, platforms, and protocols; serves as liaison to the vendor for all issues; monitors servers.

Plans and performs various projects designed to improve the efficient use of automation for the City including connectivity, use of scanners, credit card readers, efficiency of use of printers, review of service contracts, equipment replacement schedule, etc.

Serves as liaison between the City, computer vendors, and hardware and software technical personnel.

Develops programs and procedures to maximize performance of the City's technology; oversees administrative functions regarding information technology including preparation and administration of technology budget; purchases parts and supplies; performs preliminary review of departmental technology budget requests and makes recommendations.

Sets up network security systems and manages passwords.

Coordinates and administers voice and data communications.

Visits work sites or provides technical answers via telephone or modem to diagnose and solve automation problems.

Provides advice and consultation to managers, supervisors, and employees on all aspects of the City's management information systems.

Works with managers to plan and implement long and short range automation needs of the various City departments and their needed applications.

Installs and maintains administrative and technical software packages; teach users how to operate equipment and software on their system.

Performs troubleshooting, upgrades, and repairs of systems; coordinates major repairs and upgrades.

Programs the City's PEG channel including scheduling, crating bulletins, downloading and producing video, recording events and producing programming.

Coordinates the maintenance and upgrades to the City's telephone system.

Provides employee training, help desk and technical support.

Recruitment and Selection Guidelines

Knowledges, Skills, and Abilities

Considerable knowledge of current information systems technology in hardware, software, and various application in use on the assigned systems.

Considerable knowledge of computer equipment installation, preventative maintenance and trouble shooting techniques.

Considerable knowledge of information technology principles, terminology, mathematics, and logic.

Considerable knowledge of systems analysis and computer operational policies, procedures and practices.

Considerable knowledge of integration of computer technology into the public sector environment for a variety of applications and purposes including internal E-mail and Internet access.

Working knowledge of the City=s budgeting and purchasing procedures.

Skill in the installation and operation of various computer hardware devices and software application.

Skill in user training and support.

Ability to build consensus and provide leadership in organizational technological change.

Ability to plan and coordinate daily computer system needs.

Ability to handle confidential information appropriately.

Ability to collect information from systems users and interpret needs of the users. Ability to diagnose and provide solutions to equipment and software failures.

Ability to communicate effectively in oral and written forms.

Ability to establish and maintain effective working relationships with system users, employees, department directors, and outside consultants and vendors.

Ability to understand the technical language, programming, and applications of computers in the City.

Willingness to keep current and actively seek new information and technology in this rapidly changing field.

Physical Requirements

Must be able to physically perform the basic life operational functions of stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions.

Must be able to perform medium work exerting up to 20 pounds of force occasionally and/or up to 10 pound of force frequently, and/or a negligible amount of force constantly to move objects.

Must possess the visual acuity to prepare and analyze figures, operate a computer terminal, perform mechanical tasks in the computer environment, do extensive reading, and do visual inspections of computer parts and automated data.

Desirable Education and Experience

Graduation from a two-year college with a major in information technology, computer science, or related field and considerable experience as a computer systems analyst, programmer, or systems administrator, including considerable network experience; or an equivalent combination of education and experience.

POLICE SUPPORT SERVICES SUPERVISOR

General Statement of Duties

Supervises and participates in responsible public safety work including the emergency 911 telecommunications functions, law enforcement records management, and custody and inventory of evidence for the Police Department.

Distinguishing Features of the Class

An employee in this class has overall accountability for the civilian support services for the Police Department. Work includes supervising and participating in the telecommunications function for the City including emergency police, fire, rescue and EMS; for establishing, maintaining and administering law enforcement records including incident reports, accident reports, arrest reports, and other various records both digitally and manually; and for the inventory, security and custody of evidence. Work includes responsibility for training, scheduling, performance coaching and evaluation, participation in hiring, and other supervisory tasks. Work involves making calm decisions under the stress of emergency situations, tracking multiple activities and people, and frequent public contact which requires tact, firmness and decisiveness in obtaining necessary information from people who are under extreme stress. Work is performed in accordance with departmental policy and state and federal law, supplemented with specific directions from sworn personnel. Work is evaluated through observation, discussion and review of reports and through feedback from officers in the field.

Duties and Responsibilities

Essential Duties and Tasks

Researches and prepares written procedures for the telecommunications unit; coordinates with various customers (patrol, investigations, fire, EMS, etc.) to insure smooth and proper functioning; performs validations of DCI data; serves as Terminal Agency Coordinator (TAC) for the City with the DCI system; insures that staff is trained in DCI and in departmental procedures, record-keeping, computer system use, etc.; assists with recruiting new permanent and temporary staff; schedules telecommunications staff and assists with finding emergency replacement staff; approves leave and prepares time sheets; insures that staff maintains all needed certifications.

Supervises the records management system including the data base entry and maintenance of incident, accident, arrest and other law enforcement reports; assigns, prioritizes, and assures quality of data entry is correct and follows State guidelines; oversees provision of records to state agencies, public and media; prepares various monthly report and statistics.

Supervises and participates in the custody, inventory and security of evidence; oversee removal of evidence from lockers, logging in, packaging and mailing to SBI lab and/or entering into inventory and security storage; oversees checking evidence in and out for court appearances, disposition of evidence by court orders, destruction and other activities as required by laws and regulations.

Insures proper data base updates and technology updates and functioning for the E911 computer aided dispatch system.

Oversee proper utilization of the DCI system according to state requirements; insures security and protocols for passwords.

Prepares annual budget request for support services function for review and approval by department management; purchases supplies for work unit.

Participates in writing and administering grants for the department.

Accepts warrants from agencies for NC Aware program and transmits to proper person.

Reviews log sheets and checks for proper disposition of calls and reports.

Participates in hiring; performs orientation and training, performance coaching and evaluation, and is responsible for scheduling, motivation and leadership of staff to achieve performance excellence.

Fills in for vacant staff as needed.

Updates CAD records with new addresses, businesses, and other information.
Maintains files and records of domestic violence orders and related information.

Additional Job Duties

Performs related duties as required.

Recruitment And Selection Guidelines

Knowledge, Skills and Abilities

Considerable knowledge of the operation of a police, fire and EMS communications system and related Federal Communications Commission regulations.

Considerable knowledge of the geographic layout of the City, and the location of streets, important buildings, and other landmarks.

Considerable knowledge of the laws, regulations, and departmental requirements for evidence custody and storage including chain of custody requirements.

Considerable knowledge of proper incident and related report completion and data entry.

Considerable knowledge of the application of information technology to the work, and public safety radios and other telecommunications equipment.

Working knowledge of the functions, practices and procedures of the Police Department, and other services dispatched.

Working knowledge of supervisory principles and practices including motivations, communications, performance coaching and evaluation, conflict resolution, and leadership.

Working knowledge of City personnel and purchasing procedures.

Some knowledge of grammar, spelling, and vocabulary.

Ability to accurately receive and clearly transmit radio communications.

Ability to assess people and situations, to apply sound judgment, to remain calm under stressful conditions and to elicit sufficient and essential information for dispatching and assisting field personnel.

Ability to establish and maintain effective work relationships with departmental staff and the public.

Ability to train new employees.

Ability to follow oral and written instructions.

Ability to perform data entry at the proper speed and accuracy.

Ability to prepare and maintain a variety of records and reports.

Physical Requirements

Must be able to physically perform the basic life operational functions of stooping, reaching, lifting, fingering, grasping, talking and hearing.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally; and a negligible amount of force frequently or constantly to move objects.

Must possess the visual acuity to operate computer equipment, and to maintain and review manual written records.

Desirable Education and Experience

Graduation from high school, 40 hours of supervisory training, and considerable related communications and records management experience; or an equivalent combination of education and experience.

Special Requirement

Certification by the State of North Carolina as a DCI Operator in all required modules.

Washington
2011

RECORDS AND EVIDENCE SPECIALIST

General Statement of Duties

Performs responsible support work in establishing and maintaining law enforcement records and storing and preservation of criminal scene evidence.

Distinguishing Features of the Class

An employee in this class is responsible for establishing and maintaining law enforcement records and evidence inventory and records. Work includes logging and storing evidence and tracking the disposition of evidence. Work is performed in accordance with state laws, departmental policy and specific guide lines. Work also involves substantial public contact regarding accident reports, researching various records, and contact with a wide variety of criminal justice system staff. Employee may be exposed to human body fluids or blood in the evidence custodian work and is subject to the OSHA requirements on blood borne pathogens. Work may require call back response on weekends or evenings. Work is performed under regular supervision and is evaluated through observation, review of reports, and discussion concerning how evidence, records, and information were handled.

Duties and Responsibilities

Essential Duties and Tasks

Receives, sorts and enters a variety of records and reports into the law enforcement computer data base including incident reports, supplemental reports, pawn tickets, arrest sheets, juvenile custody sheets, accident reports, warrants, property sheets, officer reports, evidence, and other reports; files and retrieves these records and reports.

Gives information via phone and walk-in traffic to the public and other agencies related to records, release of towed vehicles, departmental policies or services, or related issues; serves as information source for law enforcement records for insurance companies, attorneys, news media, and the general public; provides copies of various report and records to public and others as needed.

Removes evidence from lockers; verifies case number and items listed on property sheets of evidence; photographs evidence as proscribed by departmental procedures; places evidence in secure room and disseminates copies to be placed in appropriate files to ensure chain of custody; packages, labels, itemizes, codes evidence as required; enters evidence into data base.

Packages and mails evidence as directed by officers; complies with evidence disposition orders signed by a judge; researches evidence for final disposition; prepares reports on evidence to be destroyed and proceeds when authorized; maintains accurate and updated records of evidence mailed and received by the SBI laboratory; prepares packets for District Attorney's office on felony offenses weekly; submits reports to victim assistance section on aggravated assaults and rapes.

Files documents in the master file; files warning tickets and other records; insures pawn tickets are turned in weekly by pawn shops; maintains proper and accurate filing system for various documents.

Researches records as necessary to find and follow proper disposition of records and evidence. Maintains proper confidentiality of all information.

Operates DCI to obtain drivers' histories and criminal background information; fills in for telecommunicators as needed.

Prepares and/or processes a wide variety of correspondence, documents, permits and requests; handles court related documents following proper procedures with accuracy.

Maintains taxi cab and other permits; runs background checks on applicants.

Purchases office and other supplies as needed.

Additional Job Duties

Performs related duties as required.

Records and Evidence Specialist

Recruitment and Selection Guidelines

Knowledges, Skills, and Abilities

Considerable knowledge of police records and information requirements and systems including applicable laws, regulations, policies and procedures..

Considerable knowledge of the application of information technology to the work of the unit including specialized law enforcement software packages, word processing, data base maintenance, and related technology..

Considerable knowledge of methods and procedures required in handling evidence including applicable laws, regulations, policies and procedures..

Working knowledge of the telecommunications function for the department and DCI requirements and processes.

Skill in accurate and efficient data entry and hard copy filing.

Ability to act with sound judgment in handling requests for information from records or the evidence room.

Ability to prepare clear and concise activity reports.

Ability to build and maintain cooperative and effective public relations with the officers, public, and other law enforcement and criminal justice system personnel.

Ability to communicate effectively in oral and written forms.

Ability to proof material accurately.

Physical Requirements

Must be able to physically perform the basic life operational functions of climbing, stooping, kneeling, crouching, reaching, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, and hearing.

Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to move objects.

Must possess the visual acuity to prepare data and figures, operate a computer terminal, and do extensive reading.

Desirable Education and Experience

Completion of high school and considerable clerical support experience; or an equivalent combination of education and experience.

Special Requirements

Ability to obtain DCI certification within six months of employment.

Washington
2011

Special Note: This generic class description gives an overview of the job class, its essential job functions, and recommended job requirements. However, for each individual position assigned to this class, there is available a complete job questionnaire with a physical abilities checklist which can give further details about that one specific position. Those documents should be reviewed before initiating a selection process. They can provide additional detailed information on which to base various personnel actions and can assist management in making legal and defensible personnel decisions.

IT Managed Services Cost Comparison

77,641	IT Manager Salary and Related Fringes
<u>43,295</u>	Managed Services and Monitoring Cost
34,346	Net Benefit

Police Support Services Reorganization

Background

The Police Department is reorganizing the telecommunications, records and evidence function with the intent to better utilize civilian staff where possible and sworn staff in capacities that require the sworn status. The reorganization combines records, evidence and telecommunications into one unit with one supervisor. The supervisor previously over telecommunications is recommended by the Chief to take on the newly combined unit supervisor role. Attached please find the current and recommended organization charts.

Classification Recommendations

The Telecommunications Supervisor, currently salary grade 16, who is taking on responsibility for supervising records and evidence is recommended for the new classification of Police Support Services Supervisor. The employee currently supervises five telecommunicators and will take on two additional positions in records and evidence. Work with evidence has significant consequence of error and significant liability for the organization. Chain of custody, security, accuracy of records are all of significant importance since evidence includes drugs, cash, weapons, and other items of value. The role is responsible for insuring that both evidence records and all departmental incident reports, accident reports, etc. are maintain accurately, confidentially, and up to date. Along with telecommunications and DCI operations, the records and evidence functions also require knowledge of a variety of laws, regulations, departmental policies and procedures, and strong public contact skills. The role will also require significant supervisory knowledge and skills. Salary data (see next page) results in salary grade 21 recommendation

The reorganization results in the elimination of the current classification of Evidence and Records Specialist salary grade 15. This position, now vacant, had primary accountability for evidence records and custody and supervised and participated in the police records function. This position and one currently filled and classified as Police Records Clerk, salary grade 13, are recommended for the new classification of Records and Evidence Specialist, salary grade 14. The change in title reflects that, in these roles, more time is spent on records than on evidence. These two positions are planned to share responsibility for the these two functions under the supervision of the Police Support Services Supervisor.

Class specifications for these two new roles are found following this report.

Salary Data Analysis

Police Support Services Supervisor. Because most of the comparison organizations do not have an exact match for the recommended Washington jobs, we looked at the Telecommunications Supervisor data also for the Support Services Supervisor positions recognizing that adding records and evidence adds responsibility and thus means a higher salary grade than just telecommunications. It was clear from the salary data that the current Telecommunications Supervisor is significantly below the market range. In adding the new responsibilities, we would normally recommend salary grade 23. However, this would take the range higher than the current Police patrol unit supervisors (currently salary grade 21 which is also probably low), so for internal equity reasons we are recommending salary grade 21.

Records and Evidence Specialist. We did not find any roles with this combination so we looked at data for the records and evidence roles separately recognizing that the evidence role is the higher level responsibility. For just the records role, salary data indicates assignment to salary grade 15.

Adding the evidence responsibilities, salary data leads to salary grade 15; however, for internal equity with Telecommunicator and Administrative Support Specialist classifications at salary grade 14, and with major accountability for evidence being with the supervisor, we are recommending salary grade 14.

Information Technology

The City has outsourced the day to day information technology systems administration. The remaining technology position, currently classified as Data Systems Specialist still retains considerable internal coordination, administration, special projects, and help desk responsibilities. Work includes server monitoring and coordination with the contractor; response to help desk requests from City Departments for problems with software, hardware and peripheries; preparing budget and purchasing supplies including reviewing departmental technology requests for consistency with City long range plans and needs; programming the PEG channel; managing various service contracts; managing equipment replacement schedule; and various special projects such as coordinating migration to voice over IP telephone system; updating all switchers; running fiber to Fire Station 2; installation of credit card reader and driver's license scanner; etc. Recommend classification of Technology Administrator. The role is somewhat unique in that there is significant independence of action. The comparisons from all of the other organizations have a department head with ultimate accountability for the technology function that oversees their performance. The level of independence in this position makes it stronger. Based on market data analysis and internal equity, recommend allocation to salary grade 23.

**Salary Survey Summary
City of Washington**

Organization	Telecommunications Supervisor		Police Support Services Supervisor		Records Clerk		Evidence Specialist	Technology Administrator	
	hiring	maximum	hiring	maximum	hiring	maximum	new:Records&Evidence	hiring	maximum
Clayton 13,700									
Clinton 8,845					\$27,872	\$41,808			
Greenville 81,082			\$48,318	\$72,384			\$30,492	\$45,801	\$43,804 \$65,324
Kinston 22,676					\$28,388	\$39,704	\$27,057	\$37,852	\$41,659 \$37,832 \$58,382 \$53,016
New Bern 26,166	\$33,909	\$61,351			\$26,486	\$47,923			\$52,901 \$43,413 \$95,695 \$78,537
Smithfield 13,088							\$26,355	\$47,034	
Tarboro 10,383	\$36,665	\$58,300			\$28,059	\$42,930			
Wilson 60,662			\$35,409	\$53,114	\$27,661	\$41,492	\$32,079	\$48,118	\$52,565 \$39,085 \$78,848 \$58,627
			Records only						
Averages	\$35,287	\$59,826	\$41,864	\$62,749	\$27,693	\$42,771	\$28,748	\$44,701	\$44,466 \$69,776
Washington Current 10,216	\$29,041	\$42,981			\$25,087	\$37,129	\$27,658	\$40,934	\$33,619 \$49,756
	16				13		15	19	
Market Salary Grade			\$40,864	\$60,479			\$27,658	\$40,934	\$42,907 \$63,502
			23				15	24	
Recommended Salary Grade			\$37,065	\$54,856			\$26,341	\$38,985	\$40,864 \$60,479
based on internal equity			21				14	23	

CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 11-12 - PROPOSED

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
8	Maintenance Worker I Sanitation Worker		19,655	20,638	23,429	29,089
9	Maintenance Worker II		20,638	21,670	24,600	30,544
10	Library Assistant Maintenance Worker III Meter Reader Recreation Maintenance Worker Utility Maintenance Worker		21,670	22,754	25,831	32,072
11	Sanitation Equipment Operator I		22,754	23,892	27,123	33,676
12	Customer Services Representative Equipment Operator Field Services Representative Lead Meter Reader Lead Recreation Maintenance Worker Library Program Assistant Revenue Collections Assistant Sanitation Equipment Operator II		23,892	25,087	28,479	35,360
13	Inventory Control Assistant Police Records Clerk Utility Billing and Collections Specialist Utility Maintenance Technician		25,087	26,341	29,904	37,129
14	Administrative Support Specialist Equipment Mechanic I Records & Evidence Specialist Senior Equipment Operator Telecommunicator Utilities Communication Technician Utility Maintenance Crew Leader Welder		26,341	27,658	31,399	38,985

**CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 11-12 - PROPOSED**

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
15	Civic Center Coordinator Evidence & Records Specialist Fire & EMS Apprentice Human Resources Technician Library Services Coordinator Recreation Program Specialist Senior Utility Billing System Operator Treatment Plant Operator		27,658	29,041	32,968	40,934
16	Accounting Technician Building Code Enforcement Officer Code Enforcement Officer Electric Line Worker I Electric Meter Technician Fire and EMS Administrative Specialist Firefighter/EMT Load Management Technician Public Works Supervisor I Telecommunications Supervisor		29,041	30,493	34,617	42,981
17	Aquatics and Fitness Center Supervisor Chemical Analyst Cross-Connection Control Technician Electric Substation Technician I Equipment Mechanic II Police Officer School Resource Officer Senior Administrative Support Specialist Treatment Facilities Maintenance Mechanic		30,493	32,018	36,348	45,130
18	Chemical/Pretreatment Analyst Electric Line Worker II Electric Substation Technician II Engineering Technician Environmental Health & Protection Officer Fire Engineer/EMT Public Works Supervisor II Senior Accounting Technician		32,018	33,619	38,166	47,387

**CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 11-12 - PROPOSED**

<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
19	Assistant Police Unit Supervisor Criminal Justice Program Administrator Data Systems Specialist Electric Meter Services Supervisor Fleet Maintenance Supervisor * Police Detective Recreation Maintenance Supervisor Revenue Collections Supervisor		33,619	35,300	40,074	49,756
20	Distribution and Collection System Supervisor Electric Line Worker III Fire Company Officer Laboratory Supervisor Plant Maintenance Supervisor Recreation Program Supervisor Senior Building Codes Enforcement Officer Utilities Business Manager	E	35,300	37,065	42,078	52,244
21	Fire Shift Commander Police Support Services Supervisor Police Unit Supervisor Risk Management Officer	E	37,065	38,918	44,181	54,856
22	Accountant Lead Electric Line Service Worker Public Works Superintendent	E	38,918	40,864	46,390	57,599
23	City Clerk Community Development Planner Electric Line Crew Leader Planner Purchasing Agent Recreation Events & Facilities Manager Technology Administrator	E	40,864	42,907	48,710	60,479
24	Chief Building Official Fire Division Chief Treatment Plants Operations Supervisor	E	42,907	45,052	51,145	63,502

* Police Detective - no new appointments to this classification after July 1, 2007

**CITY OF WASHINGTON
ASSIGNMENT OF CLASSES TO GRADES AND RANGES
F/Y 11-12 - PROPOSED**

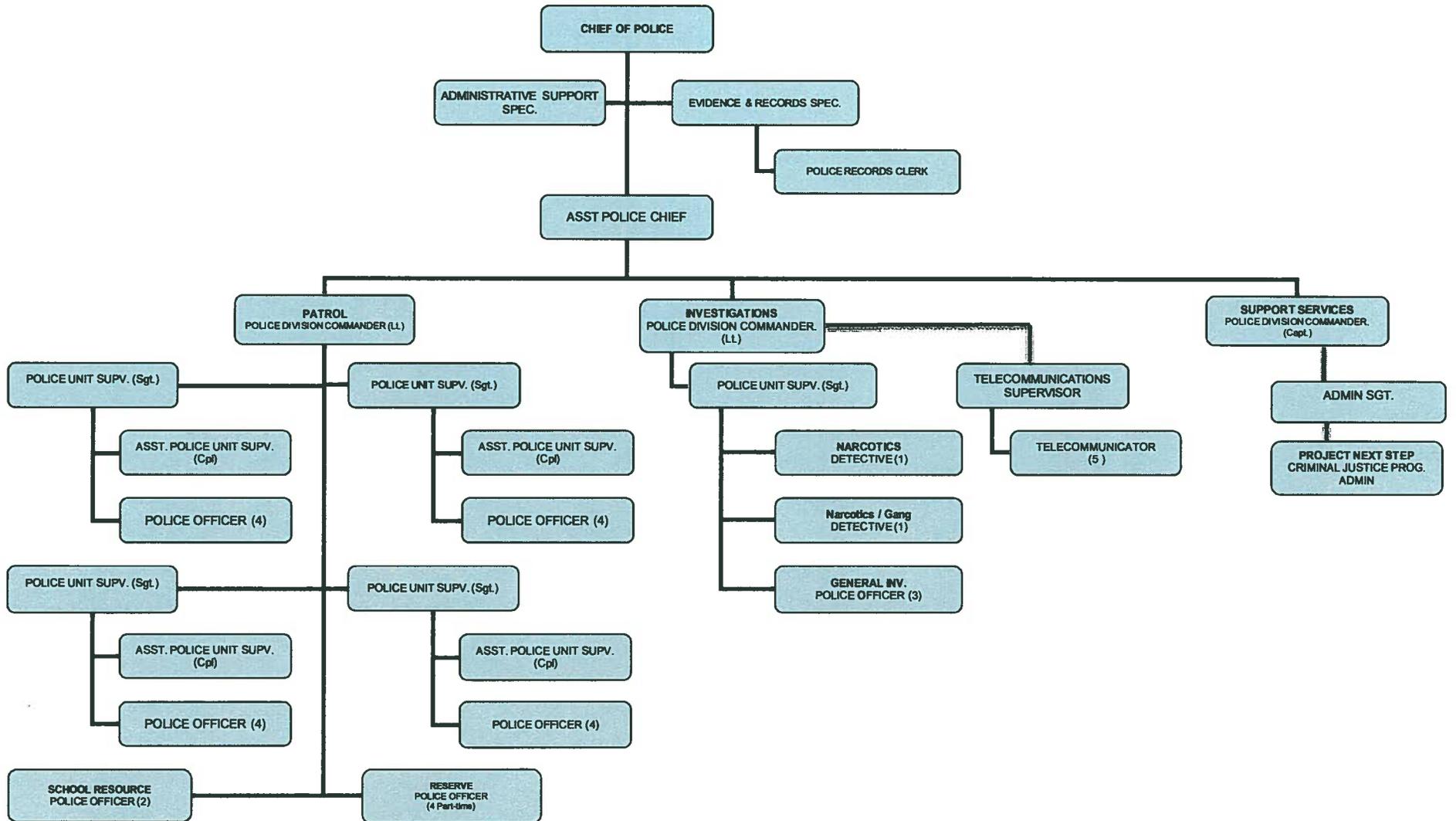
<u>Grade</u>	<u>Classification</u>	<u>FLSA</u>	<u>Hiring Rate</u>	<u>Minimum</u>	<u>Job Rate</u>	<u>Maximum</u>
25	Electric System Engineer	E	45,052	47,305	53,702	66,677
	Police Division Commander	E				
26	Assistant Finance Director	E	47,305	49,670	56,387	70,011
	Library Director*	E				
	Tourism Development Director*	E				
27	Assistant Police Chief	E	49,670	52,154	59,207	73,512
	Assistant Public Works Director	E				
	Electric Line Operations Superintendent	E				
	Electric Support Superintendent	E				
	Human Resources Director*	E				
	Water Resources Superintendent	E				
28			52,154	54,762	62,168	77,188
29	Parks and Recreation Director*	E	54,762	57,500	65,276	81,048
30	Chief of Fire/Rescue/EMS/Inspections*	E	57,500	60,375	68,540	85,100
	Community Development&Planning Director*	E				
	Police Chief*	E				
31	Finance Director*	E	60,375	63,394	71,967	89,355
32			63,394	66,564	75,566	93,823
33	Electric Utilities Director*	E	66,564	69,892	79,344	98,515
	Public Works & Water Resources Director*	E				
34			69,892	73,387	83,311	103,440
35			73,387	77,056	87,477	108,613

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

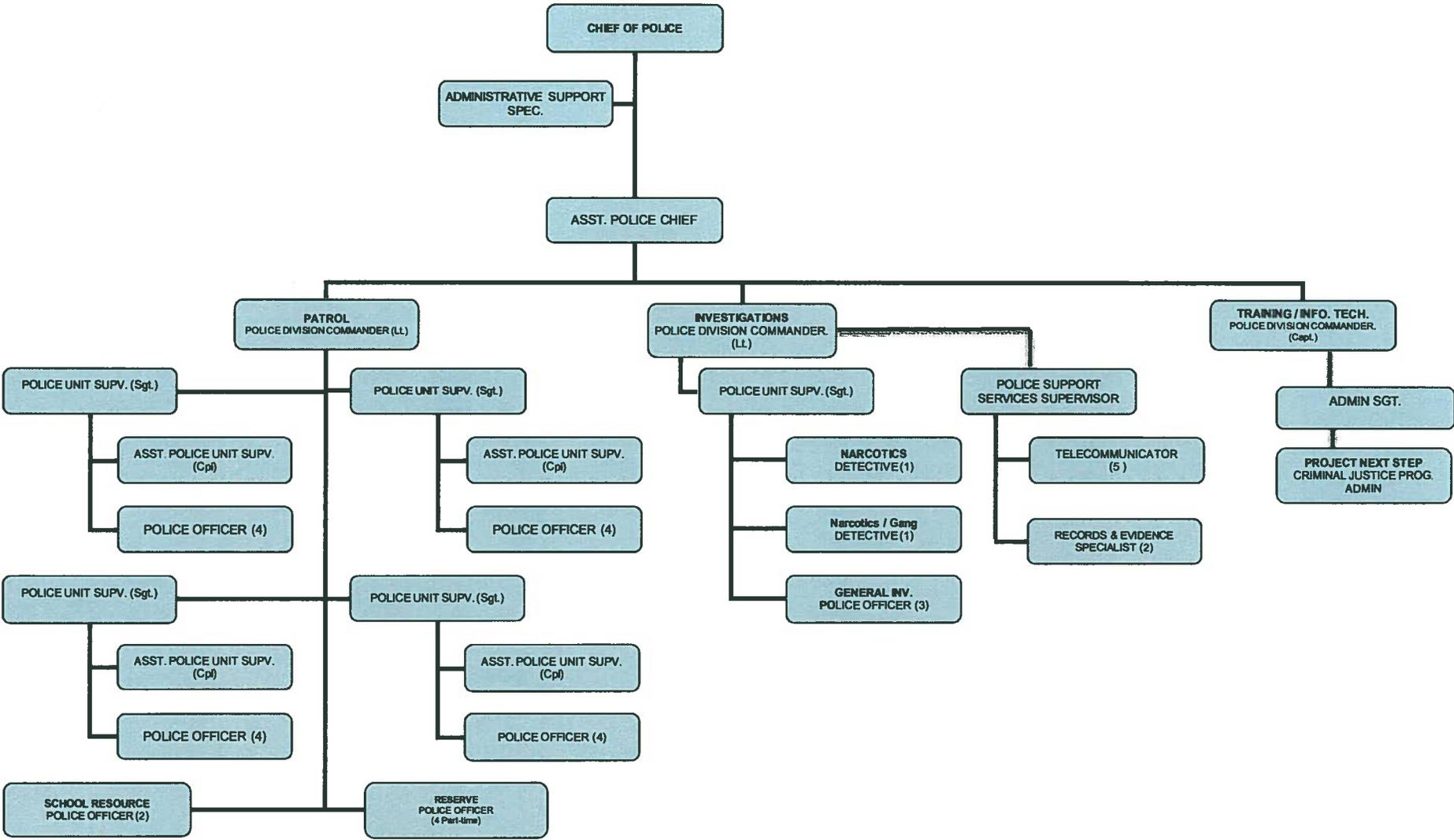
* Department Head

6/27/2011

POLICE MARCH, 2011



**POLICE
JUNE, 2011 - PROPOSED**





United States Department of Agriculture
Rural Development
Greenville Area Office

RECEIVED JUN 30 2011

June 28, 2011

Honorable N. Archie Jennings, III
Mayor, City of Washington
PO Box 1988
Washington, NC 27889

RE: New Public Safety Center

Dear Mayor Jennings:

We are in receipt of a letter from the City of Washington advising the proposed public safety center project has been put "on hold" until August 1, 2011. As you can imagine, delays in a project can create issues with regards to funding and in particular with Rural Development funding. Our funding is time sensitive and this delay, when coupled with those in the past, causes us to evaluate any consequences or conflicts with our funding requirements. Just to reiterate a few important dates in the timeline of this project, the following is given for your review:

- Preapplication received: August 17, 2009
- Architectural Feasibility Report Approval: August 21, 2009
- Authorization to Process: October 20, 2009
- Completed Application: November 9, 2009
- Authorization to Deliver Letter of Conditions: February 4, 2010
- ARRA Funding Authorized: February 18, 2010

At the City's request in April, 2010, we were successfully able to adjust to a change in the site location and accept the revised architectural feasibility report. These items were accomplished in a timely manner and the Letter of Conditions was delivered to and accepted by the City Council on June 14, 2010. At that time, the Council was advised the project had to be completed within 36 months which would be June 14, 2013. We believed the project to be moving along as expeditiously as possible even though the new site proved to involve a great deal of cumbersome work through the FAA that was not anticipated, as well as a variance required due to a side yard setback. These ventures slowed progress for approximately 90 days but all seemed to be moving forward in early March, 2011. This delay did not cause alarm since the architect indicated the construction time frame is estimated to be 12 months. All parties felt the June 14, 2013 deadline could still be met without difficulty.

We received the June 21, 2011 letter indicating the Council's desire to delay the project. In addition, rather than accept the \$3,000,000 that has been obligated, the desire is to only accept \$1,000,000 from Rural Development with the balance coming from the City and the other \$1,000,000 from other grant sources. Rural Development was able to work with the City of Washington on cutbacks in project costs in the past and will strive to work with you again on this latest change in the project which is

Pitt Co Office Complex 403 Government Circle Suite 3, Greenville, NC 27834
Phone: (252) 752-2035 • Fax: (252) 931-0580 • TDD: (919) 873-2003 • Web: <http://www.rurdev.usda.gov/nc>

Committed to the future of rural communities.

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Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD).

indicating you only want to borrow \$1,000,000. This latest change causes us concern that there will be sufficient funds for a project that meets the needs of the City. We have always felt this to be a project that is worthy of funding since it is a much needed facility for the City of Washington.

Based upon our review of the information provided, we do not want to delay this project beyond the constraints of our funding requirements. As you mentioned in your letter, the economic factors are not very positive at this time; however, this has proved to be a great time to bid projects. The majority of RD funded projects have been coming in significantly under budget. The scope of your project has been reduced from \$5,164,000 to \$3,000,000 which is a 42% reduction. We are agreeable to your latest proposal of waiting for the new City Manager in August which will allow him time to review the proposed project. We will, however, request that a revised architectural feasibility report be submitted by August 31, 2011 for our consideration. If you would like to meet with us prior to that time, we would be agreeable to scheduling a meeting to further discuss your situation. It is our hope that any decision made by the City Council pertaining to this project will be one that will best serve all the citizens in the City of Washington.

Respectfully,


SUSAN P. CHRISTENSEN
Area Specialist

cc: Mr. Pete Connet, Interim City Manager
 PO Box 1988
Washington, NC 27889

Mr. G. M. Reed, Chief of Police
PO Box 1988
Washington, NC 27889

Ms. Bianca Gentile, Planner
PO Box 1988
Washington, NC 27889



City of Washington REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Lynn Lewis, Washington Tourism Development Authority
Date: July 22, 2011
Subject: Community Branding Project
Applicant Presentation:
Staff Presentation:

RECOMMENDATION:

Washington City Council endorse the proposed Community Branding Project in partnership with the Washington Tourism Development Authority, Washington Harbor District Alliance, and the Washington-Beaufort County Chamber of Commerce.

BACKGROUND AND FINDINGS:

It has been noted that Washington lacks a comprehensive brand identity/image. A committee of community partners (WTDA, WHDA, the City, and WBC Chamber) have been working for approximately 6 months to determine the best next step in the development of a comprehensive brand. After considering several companies who can conduct this type of work, the committee has selected the services of Eye Integrated Communications (Greenville, NC) to conduct the research needed for brand development. Eye Integrated Communications is presently the agency responsible for the WTDA's marketing/advertising campaign.

The committee has gone as far as identifying the appropriate vendor and identifying the community stakeholders to involve in the one day workshop. However, no formal action has been taken prior to this presentation. This will be a very public process, where stakeholder input is highly valued. Once the brand has been determined, the implementation process will begin.

All partners are being asked to invest \$2,000 in the project.

FISCAL IMPACT

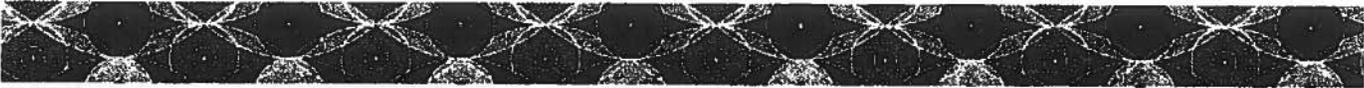
\$2,000 contribution

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

SUPPORTING DOCUMENTS

- Brand Development Proposal
- Building Brand Heroes

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JCL* 8/2/11 Date Concur _____ Recommend Denial _____ No Recommendation _____



Building Brand Heroes

Many people believe that a brand is synonymous with a logo, but your logo is really just the visual identity of your brand. In fact, a logo is a lot like a person's physical appearance... It represents you, but it doesn't define you. It can make a very good first impression, but no one can't know if they like you simply by looking at your face because it tells them nothing about you. Your personality, values, behaviors, beliefs, and goals, as well as how you project and communicate those aspects to others... this is your true nature as a person and what determines the nature of your relationship with others. This is the same relationship your logo has to your brand.

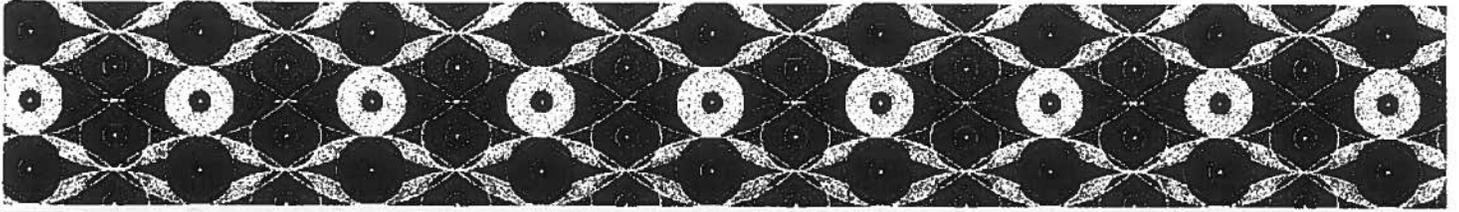
Brands are intangible in many ways. Like you as a person, I can't see or touch your personality, but I can experience it. It leaves me with an impression of you: do I like you, do I want to associate with you, and ultimately, do I want to build a lasting relationship with you?

The answers to these questions are based on my experiences with you. If I choose to maintain a relationship with you, it is because those experiences have been positive – from my first impression – throughout the relationship. These experiences are built on integrity and consistency. In the end, the experiences someone has with you become intangible memories and stories that can be shared with others.

This is the foundation of Eye Integrated's approach, which we call "narrative branding." Every great story has a hero, and every hero has a set of positive values, beliefs, characteristics and behaviors that an audience can embrace. We assist our clients in building heroes for the brand stories they tell. Our role in this process is to help you develop your brand hero, as well as a clear and structured story and backdrop in which that hero exists. This is something that all relevant and lasting brands have in common.

We often tell our clients that we don't create brands, we simply facilitate their creation. We help you define and shape your brand hero, provide a clear outline of the story, and assist in keeping it consistently interesting and relevant. But ultimately you will do the most important part: create a great story and continue to maintain it for your audience through the brand culture you promote within your organization. If you can do that, then your audience will embrace it. They will hold on to it like a cherished book and never want to put it down.

...



branding: proposal

you've got to have an [REDACTED] for it

City of Washington, NC

eye

integrated communications

262 353 0722

www.eyeddit.com

300 Pitt St Greenville, NC 27834



The Challenge

An unofficial audit of Washington's communications materials reveals two challenges to communicating effectively with the city's target audiences:

Communications Focus

Since there have been little or no attempts to focus the city's image in all of its communications, no single image of the city emerges. As a result, residents in Washington and the surrounding service areas are exposed to inconsistent messaging and visual styles.

Communications Consistency

Without a focused image for the city, communications issued by various departments and functions have no guides for consistency in style, appearance, or content.

The result of these two challenges is that Washington utilizes less-than-effective overall communications, resulting in added expenses for the City.

But how can Washington leverage the multitude of communications that emanate from the many different entities within the city to present an accurate image of Washington to its many constituencies?

The answer is developing a consistent and focused image for the City, one created with the involvement and cooperation of key leaders, which will raise awareness of the city, increase revenue, make the most of a limited budget, and streamline communications to Washington's constituency.



Recommended Course of Action

In order to improve the image of Washington among all of its key constituencies within the constraints of the current economic environment, Eye Integrated Communications recommends the following course of action.

Step 1

Engage key decision-makers and influencers in a branding workshop that will achieve a unified opinion on the image that the City wishes to portray. The workshop will be a half-day event facilitated by Eye Integrated personnel. (See the attached for more details about the workshop).

Step 2

Using information gathered during the workshop, the most desirable image will be identified, and an appropriate identity program will be developed.

Step 3

The new identity will be implemented within existing communications materials at a pace that is consistent with fiscal responsibility. These materials will include, for example: business cards, stationery, invoices, billing stuffers, vehicles, and others.



Thank You

Eye Integrated would like to thank the
City of Washington, NC for allowing us the
opportunity to provide this information.

***If you have any questions, please feel free
to contact us:***

Eye Integrated Communications
300 Pitt St
Greenville, NC 27834

tel **252.353.0722**

fax **252.353.0732**

www.eyeddit.com



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 07-28-11
Subject: Amend Chapter 18, Section 77 – Stop Intersections and Chapter 18, Section 78 – Yield Intersections.

Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move Council adopt an ordinance to amend Chapter 18, Section 77 and Chapter 18, Section 78 in reference to the intersection of Summit Avenue and 13th Street, as outlined in the attached ordinance, with an effective date of August 9, 2011.

BACKGROUND AND FINDINGS:

We are in receipt of a request to change the yield condition at the intersection of Summit Avenue and 13th Street to a stop condition. Currently, when approaching the intersection from the east or west on 13th Street, there are yield signs. The written request came from several residents in the area to change the yield signs to stop signs. The attached ordinance amendment will implement a stop condition for traffic on 13th Street at Summit Avenue.

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

Attached ordinance amendment
Attached copy of letter from Jane de Vos

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: August 8, 2011 (if applicable)
City Manager Review: *JUC 8/4/11* Concur Page and Denial No Recommendation _____ Date

**AN ORDINANCE TO AMEND CHAPTER 18,
SECTION 77: STOP INTERSECTIONS AND CHAPTER 18,
SECTION 78: YIELD INTERSECTIONS
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 18-78 – Yield intersections, be amended to remove the following:

Sec. 18-78. Yield intersections.

Summit Avenue, from Thirteenth Street.

Section 2. That Chapter 18 Section 18-77 – Stop intersections, be amended to add the following:

Sec. 18-77. Stop intersections.

Summit Avenue, from Thirteenth Street.

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

Section 4. This ordinance shall become effective August 9, 2011.

This the 8th day of August, 2011.

Mayor

ATTEST:

City Clerk

April 15, 2011

Mr. Allen Lewis
Director, Public Works
City of Washington
102 East 2nd Street
Washington, NC 27889

Dear Mr. Lewis:

I am writing to ask for your help in addressing a traffic safety issue in my neighborhood. Specifically, I am deeply concerned about a hazardous intersection at the corners of Summit Avenue and W. Thirteenth St.

There are currently yield signs on this corner for cars traveling in either direction on W. Thirteenth St. To lessen the chances of serious collision(s) at this corner, I respectfully request that the yield signs on W. Thirteenth Street be changed to stop signs.

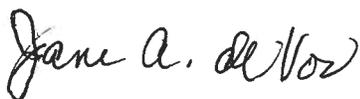
The number of cars traversing this intersection has increased dramatically in recent years. In addition, the driving habits of many who use both W. Thirteenth St. and Summit Avenue have changed.

It appears an increasing number of drivers use these streets as "cut throughs" to avoid both traveling on Fifteenth St. and turning at the intersection of Market and Fifteenth Streets. The upcoming construction on Fifteenth Street will certainly result in more drivers using this alternate route.

The problem of the increased traffic is exacerbated by drivers who regularly speed on both Summit and W. Thirteenth. Also, the visibility approaching the intersection from either street is impeded by both homes and vegetation. I have witnessed several "near misses" and have almost been hit myself.

I, and many of my neighbors, would be happy to provide any additional information you may require as you review this request. Also, there is a list attached of other area residents who support this change. Thank you so much for your consideration of this issue.

Sincerely,



Jane A. de Vos
1211 Summit Avenue
Washington, NC 27889
Cell: 919.627.5767



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Allen Lewis, Public Works Director *Allen Lewis*
Date: 08-02-11
Subject: Adopt Budget Ordinance Amendment for Brown Street Bridge Replacement Project (\$220,000).
Applicant Presentation: N/A
Staff Presentation: Allen Lewis

RECOMMENDATION:

I move that Council adopt a budget ordinance amendment to re-allocate funds for the Brown Street Bridge replacement project in the amount of \$220,000.

BACKGROUND AND FINDINGS:

As noted at the April 11, 2011 Council meeting, this project is nearing the bid process. In fact, with your approval of the attached budget ordinance, this project should be advertised in the next few weeks. The reason for the increase requested is due to a misunderstanding on how this project would be overseen during the construction phase. I was under the impression that City forces would be used to oversee the construction but this is not the case. We have advertised for inspection services as required and have a proposal that has been approved by NCDOT for approximately \$79,000 with Summit Consulting out of Hillsborough. The original estimate of \$600,000 was from the drainage study that Rivers and Associates completed which included an estimate between of \$400,000-\$475,000 for construction. The design engineering portion of the project was approximately \$175,000, slightly higher than I expected but I still felt comfortable with the \$600,000 overall price with us doing the inspection work. This past week, I received an estimate for construction of the bridge that pushed the total estimate for all services, design, construction and inspection up to \$820,000. The good news is that all of this cost is reimbursable at an 80% rate leaving City expense at approximately \$164,000 which can be funded with Powell Bill funds.

PREVIOUS LEGISLATIVE ACTION

Last action item was budget ordinance amendment on 04-11-11

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

See attached Budget Ordinance Amendment.

City Attorney Review: _____ Date By: August 8, 2011 (if applicable)
Finance Dept Review: _____ Date By: Page 118 of 163 (if applicable)
City Manager Review: _____ Concur _____ Recommend Denial _____ No Recommendation _____ Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

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

Section 1. That the Estimated Revenues in the General Fund be increased in the following accounts and amount:

10-20-3316-3400	DOT Reimbursement – Brown St.	\$176,000
10-00-3991-9910	Fund Bal. Appropriated – Powell Bill	44,000

Section 2. That account number 10-20-4511-7300, Property Improvements – Brown Street portion of the General Fund appropriations budget be increased in the amount of \$220,000 to provide additional funds for completion of the Brown Street bridge replacement project.

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

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

Adopted this the 8th day of August, 2011.

MAYOR

ATTEST:

CITY CLERK



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: John Rodman and Bianca Gentile, Planning and Community Development
Date: August 8, 2011
Subject: Award Contract for Labor and Equipment, issue notice to proceed
Applicant Presentation: None
Staff Presentation: As requested

RECOMMENDATION:

I move that Council award the Main Street Energy Fund Contract for labor, material and equipment and allow the Manager to issue the Notice to Proceed to Air Care for \$72,207 and Contour Electric for \$19,308.

BACKGROUND AND FINDINGS:

This request is to award a contract for the labor, material and equipment to install energy efficiency upgrades in three privately owned buildings as part of the Main Street Energy Fund. The City of Washington received an American Recovery and Reinvestment Act (ARRA) grant from the North Carolina Department of Commerce (NCDOC), Energy Division to relamp and reballast lighting fixtures and replace antiquated HVAC systems in privately held buildings. This 50/50 grant was a one of a kind funding opportunity, one of the only ARRA programs aimed directly towards business owners in Main Street districts. **Three participating local businesses are:** Moss House Bed and Breakfast, Carolina Wind and Yacht Center and Edward Jones Investments.

The bid opening was hosted Thursday, 30 June 2011 at 2:00 p.m. Bid forms and pricing sheets are included for Council's consideration. Business owners will pay 50% of the cost to improve the buildings while the remaining funds come from the grant. It should be noted that building owners support the Council recommendation to award the Contract to the above firms.

PREVIOUS LEGISLATIVE ACTION

2.7.11: Accept award, adopt budget ordinance

FISCAL IMPACT

Currently Budgeted Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Bid form and pricing sheet.

August 8, 2011
Page 120 of 163

BID SUBMISSIONS SHOULD INCLUDE THE FOLLOWING ITEMS IN THE FOLLOWING ORDER	<i>Contour</i>	<i>AirCare</i>	
Bid Form	X	X	
Pricing Sheet	X	X	
Terms and Conditions Acknowledgement Form	X	X	
Performance Bond and Payment Bond Acknowledgement Form	X	X	
Power of Attorney Acknowledgement Form	X	X	
Hold Harmless Agreement Form: City of Washington	X	X	
Hold Harmless Agreement Form: Carolina Wind and Yacht, Moss House Bed and Breakfast, Edwards Jones Investments	X	X	
NC Electrical Contractor's License or NC Licensed Mechanical Contractor or a NC Licensed General Contractor working in conjunction with Licensed Electrical and Licensed Mechanical Contractors	X	X	
Project Schedule	X	X	
Company safety record. See Terms and Conditions.	X	X	

19,308 72,207

Contour HVAC

BID FORM

Submit Bid Documents to:	John Rodman, Director of Planning and Development 102 East 2 nd Street, Post Office Box 1988 Washington, NC 27889
Company Name/ license number	Air Care Service Co 30369 4399 29266-SP-PH
Mailing Address (Street or PO Box)	134 W 5th St Washington, NC 27889
Physical Address (Street Address)	134 W. 5th St Washington, NC 27889
Contact Name/Title	Will Edwards, President
Phone Number	252-946-7903
Email Address	OfficeAC@ComfortOnCall.com
Fax Number	866-837-8560
Person Authorized to Bind Contracts (Print)	Will Edwards
Bid Submission Date	6/30/2011
Total Bid Amount	\$72,207
Signature	

PRICING SHEET AND TECHNICAL SPECIFICATIONS

Main Street Energy Fund			
Retrofit Description	Quantity	Price	Extended Price
Carolina Wind and Yacht			
16 Seer HVAC Units (replace 4 split system heat pumps)	4		\$31,654
Upgrade air distribution (duct work)	4		\$7,196
Relamp and reballast existing 4x 4 T12 light fixtures with T8 4 bulb with two ballast replacements	51		
Relamp and reballast existing 4x 2 T12 light fixtures with T8 single ballast replacements	16		
Relamp and reballast existing 2'sq x 2 blub T12 light fixtures with T8 single ballast replacements	5		
Relamp and reballast existing 8'x2bulb T12 light fixtures with a kit to convert to 4 4' bulbs or T8 single ballast replacements	9		
HVAC Permit	0.08 x sq footage		\$800
Electrical Permit	\$40.00		\$40
Total Carolina Wind and Yacht			\$39690
Moss House Bed and Breakfast			
Replace 3 split systems:			
Four-ton Condenser -15 or 16 SEER	2		\$10,700
Two-ton Condenser - 15 or 16 SEER	1		\$5,350
Evaporator coils (ARI matching) and 95% gas furnances	3		\$16,050
HVAC Permit	0.08 x sq footage		\$288
Electrical Permit	\$40.00		\$40
Total Moss House			\$32,428

Edward Jones			
Retrofit Description	Quantity	Price	Extended Price
Relamp 4x4 T12 bulbs with 3x4 T8 and single ballast replacement	72		
Ceiling fans and installed	3	\$700/each	\$2,100.00
Service HVAC	1		\$89
HVAC Permit	0.08 x sq footage		
Electrical Permit	\$40.00		
Total Edward Jones			\$89
TOTAL BID			\$72,207

***Extended price should reflect labor, material, installation and disposal cost**

- (1) Use 4 lamp/ 2 ballast fixtures for all 2x4 fixtures unless stated otherwise.
- (2) Installation work may require an aerial lift.
- (3) All old materials at all buildings should be properly removed.

BID FORM

Submit Bid Documents to:	John Rodman, Director of Planning and Development 102 East 2 nd Street, Post Office Box 1988 Washington, NC 27889
Company Name/ license number	Contour Construction LLC
Mailing Address (Street or PO Box)	2917 Laylah Dr Winterville NC 28590
Physical Address (Street Address)	
Contact Name/Title	Chris Smith Project Manager
Phone Number	252-702-0370
Email Address	Chris @ Contour Constructionnc.com
Fax Number	252-756-2310
Person Authorized to Bind Contracts (Print)	Chris Smith
Bid Submission Date	6-28-2011
Total Bid Amount	
Signature	Chris Smith

← Lisa.clark@edwardjones.com

Contour Electric's Bid

PRICING SHEET AND TECHNICAL SPECIFICATIONS

Main Street Energy Fund			
Retrofit Description	Quantity	Price	Extended Price
Carolina Wind and Yacht			
16 Seer HVAC Units (replace 4 split system heat pumps)	4		
Upgrade air distribution (duct work)	4		
Relamp and reballast existing 4x 4 T12 light fixtures with T8 4 bulb with two ballast replacements	51	\$ 70	\$ 3570 ⁰⁰
Relamp and reballast existing 4x 2 T12 light fixtures with T8 single ballast replacements	16	\$ 65	\$ 1040
Relamp and reballast existing 2'sq x 2 blub T12 light fixtures with T8 single ballast replacements	5	\$ 65	\$ 325
Relamp and reballast existing 8'x2bulb T12 light fixtures with a kit to convert to 4 4' bulbs or T8 single ballast replacements	9	\$ 110	\$ 990
HVAC Permit	0.08 x sq footage		
Electrical Permit	\$40.00		\$ 40 ⁰⁰
Total Carolina Wind and Yacht			\$ 5965

Moss House Bed and Breakfast			
Retrofit Description	Quantity	Price	Extended Price
Replace 3 split systems:			
Four-ton Condenser -15 or 16 SEER	2		
Two-ton Condenser - 15 or 16 SEER	1		
Evaporator coils (ARI matching) and 95% gas furnances	3		
HVAC Permit	0.08 x sq footage		
Electrical Permit	\$40.00		
Total Moss House			

Edward Jones			
Retrofit Description	Quantity	Price	Extended Price
Relamp 4x4 T12 bulbs with 3x4 T8 and single ballast replacement	72	69 ⁰⁰	\$4968
Ceiling fans and installed	3	\$700/each	\$2,100.00
Service HVAC	1		
HVAC Permit	0.08 x sq footage		
Electrical Permit	\$40.00		\$40 ⁰⁰
Total Edward Jones			\$7108
TOTAL BID			\$13073

***Extended price should reflect labor, material, installation and disposal cost**

- (1) Use 4 lamp/ 2 ballast fixtures for all 2x4 fixtures unless stated otherwise.
- (2) Installation work may require an aerial lift.
- (3) All old materials at all buildings should be properly removed.

CONTRACT

THIS CONTRACT, made the ___ day of _____ in the year 2011, by _____, hereinafter called Contractor, and City of Washington, North Carolina, hereinafter called City.

WITNESSETH

THAT WHEREAS, a bid for **LABOR AND EQUIPMENT** for **THE CITY OF WASHINGTON'S MAIN STREET ENERGY FUND** has recently been awarded to Contractor by City at and for a sum equal to the aggregate cost of work to be done, including but not limited to labor, equipment, apparatus, and supplies furnished at the prices and rates respectively named therefore in Contractor's bid, which bid is incorporated herein by reference as if fully set forth.

AND WHEREAS, it was provided in said award that the Contractor and City for the consideration herein named agree as follows.

A. SCOPE OF WORK, SCHEDULE AND PAYMENT

- 1. Scope of Work:** Contractor shall furnish and deliver all of the materials, fulfill all the requirements of, and perform all of the work to complete the above project in the manner and form provided by the following enumerated plans, specifications and documents, all of which are attached hereto and incorporated herein by reference as if fully set forth: the Invitation for Bids, including but not limited to *Introduction, Scope of Work, Technical Scope of Work, BID form, Pricing and Technical Specifications Sheet, Performance Bond and Payment Bond Acknowledgement Form, Hold harmless Agreement, and Terms and Conditions*. Contractor shall perform all work required hereunder in accordance with all applicable federal, State, local, and agency laws, rules, and regulations, including all applicable provisions of ARRA, the Main Street Energy Fund Grant as well as related Proposal and the related Terms and Conditions, all of which are incorporated herein by reference as if fully set forth.
- 2. Contractor Defined:** For the purposes of this project, the City will engage the services of persons, firms or corporations licensed by the state of North Carolina as a NC Licensed Electrician, as defined and qualified by NCGS § 87-43 or a North Carolina Licensed General Contractor, as defined by NCGS § 87.1-15, working in conjunction with a North Carolina Licensed Electrical Contractor as defined by NCGS § 87-43.
- 3. Work Schedule:** Contractor shall commence work to be performed under this contract on a date to be specified in a written order of City and shall fully complete all work within the stated time. Contractor, as one of the considerations for the awarding of this contract, has furnished to City a construction schedule setting forth planned progress of the work broken down by the various divisions or parts of the work and by calendar days. Notwithstanding anything herein to the contrary and without limiting other recourse and remedies, in the event that the progress of the work is not maintained on schedule by the Contractor or in the event the work is not completed within the time specified, City may, upon fifteen (15) days notice sent by Registered Mail to

Contractor and his Surety, declare this contract in default, and, thereupon, such Surety shall promptly take over the said work and complete the performance of this contract in the manner and within the time above specified, and all funds due or to become due to Contractor shall be paid to the Surety. In the event the Surety shall fail to take over the work to be done under this contract within fifteen (15) days after being so notified or fail to notify the City in writing, sent by Registered Mail, that he is taking the same over and stating that he will diligently pursue and complete the same, City shall have the right to let the work remaining to be done to some other Contractor, either by public letting or negotiation, and thereupon Contractor, and the Surety on the Contractor's bond, shall forthwith pay City all such default on the part of Contractor.

4. Liquidated Damages

a. The City and Contractor recognize that time is of the essence of this Agreement and the City will suffer financial loss if the Work is not completed within the time(s) specified in the bid, established work schedule, and/or the above referenced written order of City, as may be applicable, plus any extensions thereof allowed in accordance herewith. The parties also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City \$500 for each day that expires after the time specified for such Work to be complete.

b. The Contractor shall also be liable for any and all additional costs and damages incurred by the City for said delay.

DRAFT

5. Payment: City hereby agrees to pay to Contractor for the faithful performance of this contract, subject to the installed quantities and unit prices attached hereto as provided in the specifications or proposal, in lawful money of the United States, the total amount of -

_____.

On or before the 10th day of each calendar month, City shall make partial payments to Contractor on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by Contractor less five percent (5%) of the amount of such estimate, which five percent (5%) is to be retained by City until all work has been performed strictly in accordance with this agreement and until such work has been accepted by City.

6. Final Payment: Upon submission by Contractor of evidence satisfactory to City and the State Energy Office that all payrolls, material bills and other costs incurred by Contractor in connection with the construction of the work has been paid in full, final payment on account of this contract shall be made within thirty (30) days after the completion by Contractor of all work covered by this contract and the acceptance of such work by City and State Energy Office.

B. INSURANCE, SAFETY & GENERAL PROVISIONS

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this project. Contractor and subcontractors may not begin work until these insurance provisions have been obtained.

1. **WORKERS' COMPENSATION INSURANCE:** Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employer's liability with a minimum limit of \$100,000 bodily injury by accident, \$100,000 bodily injury by disease, \$500,000 bodily injury by disease policy limit.
2. **COMMERCIAL GENERAL LIABILITY:** Coverage shall have minimum limits of \$1,000,000 general aggregate, products/completed operations aggregate, personal and advertising injury and each occurrence.
3. **BUSINESS AUTO LIABILITY:** Coverage shall have minimum limits of \$300,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non – ownership.
4. **BUILDER'S RISK:** Contractor shall have all risk coverage with limits of insurance equal to 100% of the completed value of the materials being installed for the City of Washington.

5. **SPECIAL REQUIREMENTS**

DRAFT

The City of Washington and **Carolina Wind and Yacht, Moss House Bed and Breakfast, Edward Jones Investments** is to be included as an additional insured on the commercial general liability and business auto liability policies. If the Contractor carries umbrella/excess coverage then the City and **Carolina Wind and Yacht, Moss House Bed and Breakfast, Edward Jones Investments** shall also be named as an additional insured on this policy.

- Contractor shall deliver to the City, certificates of insurance for the insurance coverages Contractor is required to maintain in compliance with this document prior to the start of work.
- Coverage shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work.
- Completed operations insurance shall remain in effect for at least two years after final payment, and Contractor shall furnish the City evidence to show the continuation of such insurance.
- Renewal certificates shall be sent to the City 30 days prior to an expiration date. Policies shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 days prior written notice has been given to the City and Contractor.
- Contractor shall report any obvious or suspected code issues to the project manager or his designee.
- It shall be the responsibility of the Contractor to see that all subcontractors comply with these requirements.

6. CONTRACTOR SAFETY REQUIREMENTS

- Contractor is required to comply with all current NCOSHA Safety and Health Standards that are applicable to the work being performed by the Contractor for the City. Contractor shall name a safety representative for this project. This individual will be responsible for explaining compliance requirements to the Contractor's employees, communicating with the City's designated representative for safety when necessary, and communicating to City regarding all safety issues.
- The City shall have the right, but not the obligation, to stop work if a condition is observed that is considered to be immediately dangerous to the life or health of a Contractor's employees. The job shall be closed until the situation is corrected. The City's representative shall attempt to first contact the person designated by the Contractor to handle questions or situations concerning safety. However, the City does not have to allow this situation to persist to satisfy any requirement to contact this person. The City shall not be liable for any expense or damages incurred by the Contractor due to job closure that is the result of a condition that is immediately dangerous to life and health.
- Prior to the start of any work performed by a Contractor for the City, the City's Risk Manager or designated representative will conduct a pre-job safety review with the Contractor's designated representative. The meeting will provide an opportunity for the City's representative to discuss with the Contractor's representative applicable safety rules, including work zone protection and an Emergency Action Plan if Contractor's employees may be affected by the plan, and provide for an open line of communication between both parties.

7. **SITE SAFETY AUDIT:** The City's Risk Manager or his/her designee shall have the right, but not the obligation, to periodically audit Contractor's job site to ensure compliance with the provisions of this contract.

8. **ACCIDENT REPORTING REQUIREMENT:** Accidents that occur on the job site of a Contractor working for the City shall be reported to the City's Risk Manager.

9. **CLEANING :** The Contractor will keep the site within and around the operations, clean and neat and free of trash and debris accumulation at all times. He will keep it free from inflammable or dangerously stored materials at all times. If such is not done as directed, it may be done by the City and/or Building Owners and the costs associated therewith charged to, and satisfied by, the Contractor. Upon completion, all parts of the work shall be left clean and neat to present a finished appearance.

10. **CITY'S RIGHT TO DO WORK:** If during the progress of the work or during the period of guarantee, Contractor fails to prosecute the work properly or to perform any provision of the contract, the City, after three (3) days written notice to the Contractor from the City, shall have the right, but not the obligation, to perform or have performed that portion of the work and may deduct the cost thereof from any amounts due or to become due to the Contractor, such action and cost of same having been first approved by the City. Should the cost of such action of the City exceed the amount due or to become due the Contractor, then the Contractor or his surety, or both, shall be liable for, and shall pay, the City the amount of said excess.

- 11. INTERPRETATION OF SPECIFICATIONS:** The specifications have been divided into sections for ready reference. It is the intention, however, that all applicable portions of the various sections shall apply to all sections unless specifically specified otherwise.
- 12. USE OF PREMISES:** The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinance, permits or directions of the City and Building Owners and shall not exceed those established limits in his operations.
- 13. PERMITS AND INSPECTION FEES:** The Contractor shall obtain all necessary permits and shall pay all applicable fees.
- 14. ADDING TO OR DELETING FROM CONTRACT:** The City and Building Owners reserve the right to decrease the estimated quantities by up to 50% or add, upon City Council approval, additional projects with estimated quantities of up to 50% of estimated quantities contained in the bid, at the unit price submitted by the Contractor in Contractor's bid. At the time of adding an additional project, the Contractor and the City's Project Manager and Building Owners shall agree on a number of days to extend the construction time for the project being added. The additional construction time must be given in writing to the Contractor, and acknowledged by the Contractor's signature. In addition, the City and Building Owners reserve the right to contract with the successful bidder for other construction requirements for a period of up to one year after the award of the bid. The Contractor will guarantee their unit prices for this one year period.
- 15. UNCORRECTED FAULTY WORK AND CORRECTION OF WORK AFTER FINAL PAYMENT:** In the event the correction of faulty or damaged work not be completed to the satisfaction of the City or Building Owners, the City shall be reimbursed by the Contractor that value as determined by the units proposed.

Neither the final certificate, final payment, acceptance of the premises by the City and Building Owners, nor any provisions of the Contract, nor any other act or instrument of the City shall relieve the Contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the terms, conditions and provisions of any and all contracts related to Washington's Main Street Energy Fund. Contractor shall correct or make good any defects due thereto and repair any damage resulting therefrom which may appear during the period of the guarantee following final acceptance of the work by the City.

- 16. ATTORNEY'S FEES:** Should Contractor or City or Building Owners institute any legal proceedings against the other concerning a dispute arising from this Contract, the prevailing party in such action shall, in addition to any other recovery, be entitled to recover its costs and expenses from the losing party, including its reasonable attorney's fees.

17. **GUARANTEE**: The Contractor shall guarantee workmanship against defects due to the installation of faulty material or faulty workmanship or negligence for a period of twelve (12) months following the acceptance of work. Contractor shall be deemed to be due and obligated under this Agreement until such new or additional security for the faithful performance of such work shall be furnished in a manner and form satisfactory to City and Building Owners.
18. **OTHER**: It is further mutually agreed between the Parties hereto that, if at any time after the execution of this contract, the City shall deem the Surety or Sureties upon any Bond obtained by the Contractor hereunder to be unsatisfactory, or if, for any reason such Bond ceases to be adequate to cover the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City so to do, furnish any additional Bond or Bonds on such form and amount, and with such Surety or Securities as shall be satisfactory to the City.

Contractor shall, upon completion of all work awarded under this Contract, furnish to City invoices or copies of invoices for all materials and equipment purchased for said work and such invoices shall state the amount of North Carolina Sales Tax paid for said materials and equipment, and Contractor shall also furnish City an affidavit certifying the total costs of materials and equipment purchased for all work performed under the Contract and the total amount of North Carolina Sales Tax paid for said materials and equipment.

DRAFT

IN WITNESS WHEREOF the parties hereto have executed this Agreement with due authority on the day and date first above written in FOUR (4) counterparts, each of which shall, without proof or accounting or other counterparts, be deemed an original contract.

(Corporate Seal) _____ (SEAL)

By _____ (SEAL)

ATTEST: Title _____

Secretary
STATE OF _____

COUNTY OF _____

I, _____ a Notary Public of the County and State aforesaid, certify that _____ who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged that he/she is _____ of the _____, a _____ corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by _____, as _____.

DRAFT

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

NOTARY PUBLIC

My Commission expires: _____

PRE-AUDIT CERTIFICATE

This 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.

THE CITY OF WASHINGTON

MATT RAUSCHENBACH,
Chief Financial Officer/
Assistant City Manager

CITY OF WASHINGTON
WASHINGTON, NORTH CAROLINA

ATTEST:

By _____
DRAFT Mayor

City Clerk
COUNTY OF BEAUFORT
STATE OF NORTH CAROLINA

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

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

NOTARY PUBLIC

My Commission expires: _____.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Philip Mobley, Director Parks and Recreation
Date: August 8, 2011
Subject: Accept NC DOT Bicycle/Pedestrian Grant, Authorize Mayor to sign agreement with NC DOT (\$28,000), Adopt Budget Ordinance Amendment (\$7,000 - City match) and Adopt Grant Project Budget Ordinance.
Applicant Presentation: N/A
Staff Presentation: Philip Mobley

RECOMMENDATION:

I move City Council Accept the NCDOT Bicycle/Pedestrian Grant, Authorize the Mayor to sign an agreement with NCDOT (\$28,000 NCDOT share), Adopt Budget Ordinance Amendment to appropriate the \$7,000 (City share) Adopt the Grant Project Budget Ordinance for the Comprehensive Bicycle Plan Grant which ends July 1, 2013.

BACKGROUND AND FINDINGS:

The City of Washington was awarded on May 26, 2011, the North Carolina Department of Transportation Bicycle and Pedestrian Planning Grant in the amount of \$28,000, as approved by the Board of Transportation. We have just received our informational packet regarding our project.

This Comprehensive Bicycle Plan will be a positive building block for our community to go hand in hand with the City of Washington Comprehensive Pedestrian Plan of 2006. This plan should help establish a connective system for the City of Washington and assist the effort by the Rails to Trails Committee for a future connective system linking the City of Washington with Cypress Landing, Chocowinity within Beaufort County and also with Pitt County and the City of Greenville with help from NCDOT.

Please note the NCDOT Grant is for \$28,000 and if accepted will require the City to match with \$7,000 in cash, making the total \$35,000. The time frame for this agreement is for the Project to be completed by July 1, 2013.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Executive Summary
Agreement Between NCDOT and City of Washington
Budget Ordinance
Grant Project Budget Ordinance

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

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

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

Section 1. That account number 10-00-9990-9900, Contingency portion of the General Fund appropriations budget be decreased in the amount of \$7,000 to provide for the City's required 20% matching funds for the Comprehensive Bicycle Plan Grant.

Section 2. That account number 10-00-4400-9201, Transfer to Grant Funds, Miscellaneous Non-Departmental portion of the General Fund appropriations budget be increased in the amount of \$7,000.

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

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

Adopted this the 8th day of August, 2011.

MAYOR

ATTEST:

CITY CLERK

**A GRANT PROJECT BUDGET ORDINANCE FOR
COMPREHENSIVE BICYCLE PLAN GRANT
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2011-2012**

BE IT ORDAINED by the City Council of the City of Washington, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is to provide for the development of a comprehensive bicycle plan.

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

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

52-40-4930-0405	Engineering	\$35,000
-----------------	-------------	----------

Section 4. The following revenue is anticipated to be available to complete this project:

52-60-3490-0000	Federal Grant Funds	\$28,000
52-60-3980-1000	Transfer from General Fund	<u>7,000</u>
	Total	35,000

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the grantor agency and grant agreement.

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

Section 7. The Finance Director is directed to report, on a monthly basis, the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this grant project in every budget submission made to the City Council.

Section 9. Copies of this grant project ordinance shall be furnished to the City Clerk, Budget Officer, and Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall become effective upon its adoption.

Adopted this the 8th day of August 2011.

MAYOR

ATTEST:

CITY CLERK

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

BEAUFORT COUNTY

DATE: 7/6/2011

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: M-0371

AND

WBS Elements: PE 37309.1.1

TOWN OF WASHINGTON

OTHER FUNDING:

FEDERAL-AID NUMBER: SPR-2003(4)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$28,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Washington, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes Bike/Pedestrian funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, in accordance with G.S. 133-66.2.1, the NC General Assembly requires each Municipality to develop a comprehensive plan that will serve present and anticipated travel demand; and

WHEREAS, the Department's Division of Bicycle and Pedestrian Transportation (DBPT) and the Transportation Planning Branch (TPB) have created a matching grant program to fund plan development to encourage the development of comprehensive municipal bicycle plans and pedestrian plans; and

WHEREAS, the Town of Washington has requested federal funding for Development of a Comprehensive Bicycle Plan, hereinafter referred to as the Project, in Beaufort County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$28,000 for the Project; and,

Agreement ID # 2508

1

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook and guidance provided by the Division of Bicycle and Pedestrian Transportation*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the development and production of a Comprehensive Bicycle and Pedestrian Transportation Plan in accordance with Departmental Policies and Procedures.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Planning and Production of a Comprehensive Bicycle Plan for 2011.

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Twenty Eight Thousand Dollars (\$28,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Bike/Pedestrian	\$28,000	80 %	\$7,000	20 %
Total Estimated Cost			\$35,000	

4. TIME FRAME

The Municipality shall complete the Project by July 1, 2013.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress according to the milestone dates or the Department and/or FHWA reserves the right to de-obligate said funding.

5. AUTHORIZATION

Upon receipt of an executed agreement, the Department will authorize funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality uses Professional Services or in-house staff to accomplish work.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.

- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. COMPREHENSIVE PLAN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Comprehensive Plan, developed in accordance with the Department's Template for Bicycle and Pedestrian Plans. The Comprehensive Plan will address (but not be limited to) the following:

- A) Introduction / Executive Summary
- B) Evaluating Current Conditions
- C) Existing Plans, Programs, and Policies
- D) Develop Bicycle or Pedestrian System Plan

- E) Facility Standards and Guidelines
- F) Ancillary Facilities and Programs
- G) Project Development
- H) Maps and Illustrations
- I) Recommendations
- J) Implementing the Plan

SUBMITTAL REQUIREMENTS

The Municipality shall submit two copies of the final draft of the Comprehensive Plan to the Department for review and approval. The DBPT and the TPB shall review and approve said final draft and any necessary revisions within six months.

8. COMPLETION

The Department shall accept completion of the Project under the following conditions;

- A. The City/Town Council of the Municipality shall consider the adoption of the Comprehensive Plan, as approved by the Department. If the Council requests significant changes prior to adoption, the Municipality must resubmit the Council-approved Comprehensive Plan to the Department for re-approval.
- B. The Municipality shall submit digital files and five (5) hard copies of the approved Comprehensive Plan, in a format compatible with Department and Municipal requirements. The Municipality shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

9. PROJECT DOCUMENTS

All documents, including digital files, will become the property of the Municipality and the Department. Any and all original graphics, technical drawings, photographs, maps, GIS files, and promotional items produced for the plan or for any public meetings shall be available for use by the Department in other publications, on the DBPT website and for display purposes. The Department shall be credited for its participation in all documents, publicity, announcements and materials prepared by the municipality for public meetings.

10. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

Planning and Production of a Comprehensive Bicycle Plan for 2011

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$28,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <http://www.ncdot.gov/programs/Enhancement/ProjectAdministration/Forms/>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

11. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

12. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or

liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Bike/Pedestrian funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceed the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

13. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: TOWN OF WASHINGTON
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

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

Approved by _____ of the Town of Washington as attested to by the signature of _____ Clerk of the _____ on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Town of Washington

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: Town of Washington

County: Beaufort

TIP: M-0371

Project: Development of a comprehensive bicycle plan

Scope: The Project shall consist of the development and production of a Comprehensive Bicycle or Pedestrian Plan in accordance with Departmental Policies and Procedures.

The Department's funding participation in the Project shall include:

Planning and Production of a Comprehensive Bicycle Plan for 2011:

Eligible Activities:

PE	37309.1.1	Design
		Environmental
ROW	_____	ROW Acquisition
		Utility Relocation
CON	_____	Construction
OTHER	_____	
FEDERAL-AID	SPR-2003(4)	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Bike/Pedestrian	\$28,000	80 %	\$7,000	20 %
Total Estimated Cost		\$35,000		

Responsibility: The Town of Washington shall be responsible for all aspects of the project.

Agreement ID # 2508



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Robbie Rose, Fire Chief *RR*
Date: July 28, 2011
Subject: FEMA AFG Grant Application
Applicant Presentation: Robbie Rose, Fire Chief
Staff Presentation:

RECOMMENDATION:

I move that the City Council approve and support application by Washington Fire Department for the 2011 FEMA Assistance to Firefighters Grant.

BACKGROUND AND FINDINGS:

If approved, we will apply for the replacement of our current Equipment Truck #235, which is a refurbished 1983 model truck, and Engine 3, a 1988 Fire Engine with one Rescue/Pumper type truck. We will replace both vehicles with this single apparatus. Both vehicles are in the CIP for replacement; Truck 1 @ \$300,000 in the FY 12/13 budget, and Engine 3 @ \$500,000 in the FY 13/14 budget. The grant request amount would be \$600,000, and if awarded would provide 95% Federal funding - \$570,000, and our match of 5% - \$30,000. There are currently no budgeted funds in the FY 11/12 budget for this match, however, if awarded, would allow budgeting for the match in the FY 12/13 budget. This is a very competitive grant process with an application period of only 30 days.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account _____) Requires additional appropriation

[X] No Fiscal Impact on Current FY 11/12 budget; would require match funding in FY 12/13 budget.

SUPPORTING DOCUMENTS

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JRK 8/3/11* Concur _____ Recommend Denial _____ No Recommendation _____ Date



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: August 8, 2011
Subject: Declaration of Official Intent to Reimburse
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a Declaration of Official Intent to Reimburse for Fiscal Year 2011/2012 installment purchase expenditures incurred prior to the issuance of debt.

BACKGROUND AND FINDINGS:

Installment financing is budgeted for April 2012. This declaration authorizes the City to reimburse itself for Council approved expenditures prior to the issuance of debt. It is anticipated that requests will be made for the purchase of an EMS truck, power stretcher, and engineering for the White Post transformer project prior to the issuance of debt.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Declaration of Official Intent to Reimburse
Installment Purchase Schedule

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JRC Concur _____ Recommend Denial _____ No Recommendation
8/3/11 Date

DECLARATION OF OFFICIAL INTENT TO REIMBURSE

This declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of the City of Washington, North Carolina (the "Issuer") with respect to the matters contained herein.

1. **Expenditures to be Incurred.** The issuer anticipates incurring expenditures (the "Expenditures") for budgeted installment purchases (the "Projects").
2. **Plan of Finance.** The issuer intends to finance the costs of the Projects with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.
3. **Maximum Principal Amount of Debt to be Issued.** The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Projects is \$862,000.
4. **Declaration of Official Intent to Reimburse.** The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

Adopted this the 8th day of August, 2011

Mayor

Seal:

City Clerk

Installment Purchases 2011-2012

	<u>Department</u>	Description	Detail \$	Summary \$
GENERAL FUND				
10-10-4341-7401	EMS			149,500
		EMS Truck	137,000	
		Power Stretcher	12,500	
10-10-4310-7402	Police	Three police vehicles	<u>82,500</u>	<u>82,500</u>
Total For	GENERAL FUND		232,000	232,000
ELECTRIC FUND				
35-90-7250-7403	Electric Meter Services	Vehicle #652	35,000	35,000
35-90-8370-7403	Electric Substation			255,000
		SCADA Steel Pole	30,000	
		White Post Transformer	100,000	
		Generator Catalyst Installations	125,000	
35-90-8375-7403	Load Management	Load management switches	70,000	70,000
35-90-8390-7403	Power Line Construction			270,000
		Bucket Truck #605	200,000	
		Trencher #621	<u>70,000</u>	
Total For	ELECTRIC FUND		630,000	630,000
Grand Total			862,000	862,000



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Robbie Rose, Fire Chief *RR*
Date: July 28, 2011
Subject: Purchase of EMS Truck & Power Stretcher
Applicant Presentation: Robbie Rose, Fire Chief
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council approve the early purchase of an EMS truck and Power Stretcher; and approve a purchase order in the amount of \$131,413.75 to Select Custom Apparatus for the EMS truck.

BACKGROUND AND FINDINGS:

Installment purchases are budgeted for financing in April 2012. Delay in purchase of the EMS truck until the Spring of 2012 will result in an estimated price increase of \$5,000.00 for the EMS truck, and will also delay replacement until July of 2012 creating maintenance cost issues related to replacement justification of the vehicle. The primary budget justification for purchase of the power stretcher was back injury prevention, and purchasing delay will prolong risk factors.

Pending approval, we request to purchase an EMS Truck from Select Custom Apparatus through a piggyback of the Florida Sheriffs' Association per statute G.S. 143-129(g). This will be for the replacement of EMS 2 – vehicle # 432. This method and same vendor was used on the replacement of the previous EMS 1 - # 431, and will be of the same make and model. The primary justifications for the piggy back are: vendor location in Pitt County, turn around time of 90 days, and consistent vehicle type and vendor.

The 30 day period for the current pricing quote of the EMS Truck ends on August 10th, 2011.

<u>Vendor</u>	<u>Cost Per Unit</u>	<u>Delivery</u>	<u>Less Trade-In</u>
Select Custom Apparatus	\$131,413.75	90 days	N/A
Stryker Power Stretcher	\$11,854.74	30 days	N/A
Grand Total:	\$ 143,268.49		

PREVIOUS LEGISLATIVE ACTION

Piggybacking exception (G.S. 143-129(g)) was approved by the 1997 General Assembly to allow municipalities to purchase apparatus, supplies, materials or equipment without having to bid if another municipality, county, or federal agency has bid the same equipment in the past 12 months.

FISCAL IMPACT

\$143,268.49 Currently Budgeted (Account 10-10-4341-7401)

SUPPORTING DOCUMENTS - Quotes Attached

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: *JL* Concur _____ Recommend Denial _____ No Recommendation
8/3/11 Date

Tim Richardson
Regional Manager

3800 E. Centre
Portage, MI 49002
t: 336 877 5805 f: 336 217 7965
tim.richardson@stryker.com



EMS Equipment

Quotation

Date: 7/19/2011

Customer Number: 1095965

PO Number:

Company: Washington Fire - Rescue Contact: Doug Bissette Phone: 252 948 9409 Fax: Email: dbissette@washingtontnc.gov	Billing Address: 410 Washington Street Washington, NC 27889	Shipping Address: (if different)
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Qty	Item #	Name	Price	Total
1	6500-000-000	POWER-PRO XT (6500)	\$11,318.46	\$11,318.46
1	6500-215-000	POWER-PRO XT 3 Stage IV Pole (Patient Right)	\$256.66	\$256.66
1	6500-147-000	POWER-PRO XT Equipment Hook	\$39.36	\$39.36
1	6085-046-000	POWER-PRO XT Oxygen Bottle Holder (Head End)	\$137.76	\$137.76
1	6500-128-000	POWER-PRO XT Storage Flat (Head End)	\$102.50	\$102.50
1	6082-501-010	POWER-PRO XT Adjustable Wheel Lock (Single)	\$0.00	\$0.00
1	6500-001-027	POWER-PRO XT In-Fastener Shut-Off Bracket	\$0.00	\$0.00
1	6085-031-000	POWER-PRO XT Litter (Std Trendelenburg)	\$0.00	\$0.00
1	6090-041-010	POWER-PRO XT Mattress (Bolster)	\$0.00	\$0.00
1	6500-028-000	POWER-PRO XT SMRT 110V AC Option (inc. 2 paks & 1 c	\$0.00	\$0.00
1	6500-201-147	POWER-PRO XT SMRT 12V DC Cable	\$0.00	\$0.00
1	6500-201-100	POWER-PRO XT SMRT Charger Mounting Bracket	\$0.00	\$0.00
1	6082-260-010	POWER-PRO XT Restraint Package (Standard)	\$0.00	\$0.00
1	6060-936-017	POWER-PRO XT Safety Hook (Short)	\$0.00	\$0.00
Sub Total				\$11,854.74
Shipping & Handling				\$0.00
Taxes			6.750%	\$800.19
TOTAL				\$12,654.93

Signature: _____

Title: _____

Terms: Net 30 days. FOB Origin

Order Subject to approval by Stryker Corporation. Taxes will be invoiced as a separate item when applicable. Credit cannot be allowed on returns of special or modified items. All approved returns will be accepted ONLY in Kalamazoo, Michigan. Proposals are effective 30 days from submittal.

Comments:

Office Use Only:

Thank you for your business.

Select Custom Apparatus, Inc.

P.O. Box AP, Falkland, N.C. 27827

1. 2011 CHEVY DURAMAX DIESEL
2. 170 X 95 X 72"HR.
3. HANDLE BY C/S ENTRY DOOR-YELLOW
4. WHEEL INSERTS W/BRAIDED AIRLINES
5. HEAT/AC TO BE COMBO
6. EXTERNAL CONDENSER
7. INSTALL STRAP IN BACKBOARD COMPT.
8. LEFT FRONT COMPT. LOWERED TO $\frac{3}{4}$ HEIGHT
9. LEFT REAR COMPT. TO BE RAISED $\frac{3}{4}$ HEIGHT
10. FUEL FILL DOOR-NO LOCK
11. (2) SHELVES IN RIGHT FRONT COMPT.
12. (3) SHELVES IN COMPT. "D"-LEFT REAR
13. CAB. "H" I/O ACCESS
14. CAB. "I" WAS DELETED FOR STORAGE OF EQUIPMENT
15. CAST GRABBERS ON REAR DOORS-NOT TO BE PLACED FAR OUT AS POSSIBLE
16. DIAMOND PLATE DOOR PANELS
17. RUNNING BOARDS
18. STAINLESS SILL PROTECTORS
19. DIAMOND PLATE BELOW FUEL FILL
20. MUD FLAPS
21. ROOF STAR
22. (3) BATTERIES
23. (2) COAX CABLES-(1) IN A/A, (1) BEHIND PASS. SEAT
24. (2) 12VOLT POWER SOURCES-(1) MTD. IN A/A, (1) MTD. IN RF WALL 2, APPRX. 6" DOWN FROM TOP & CENTERED SIDE TO SIDE
25. AUTO-EJECT SHORELINE MTD. ABOVE "E"
26. (4) 110VAC OUTLETS MTD. PER SPECS-(1) IN A/A, (1) IN RT. FT. CAB. NEXT TO 12VOLT OUTLET, (1) IN TELEMETRY

- AREA WALL 2 CENTER, (1) MTD. ON FLOOR BEHIND PASS.
SEAT
- 27.VANNER CHARGER/INVERTER-MTD. ON OVERFLOW SHELF
IN COMT. "E"
 - 28.SA-441 SIREN-DUAL TONE
 - 29.BUELL AIRHORNS W/LARGER COMPRESSOR & TANK-MTD.
ON FT. OF BOX TOWARDS DRIVER'S SIDE BETWEEN
CENTER LT. & INBOARD LT.
 - 30.MOMENTARY SWITCH MTD. DRIVER'S & PASS. SIDE
 - 31.SWITCH ON C/S WALL FOR FLUORESCENT LIGHTS
 - 32.ALL LIGHTS TO BE SUPER LED'S-(5) ON FT. TO BE RED, R/A,
C, R/A, R LENS CLEAR-(5) ON REAR-UPPER OUTER TO BE
RED, CENTER TO BE AMBER, LOWER TO BE R/A-(2) EACH
SIDE TO BE RED-GRILL TO BE R/A-INTERSECTION TO BE
R/A-REAR INTERSECTION TO BE RED-ALL LENS TO BE
CLEAR
 - 33.CHROME FLANGES ON ALL LIGHTS
 - 34.C/S SCENE LTS. TO BE ACTIVATED WITH C/S DOOR
 - 35.WHELEN MODEL 52 LED LTS. MTD. ON ALL ENTRY DOORS-
RED
 - 36.LED DOME LTS.
 - 37.ROPE LIGHTS IN EXTERIOR COMPTS.
 - 38.CLOCK ABOVE REAR DOORS-INTELLIC-LED
 - 39."L" HANDLES ON ENTRY DOORS- YELLOW
 - 40.DISPOSABLE SUCTION CONTAINER
 - 41.ADD AN ADDITIONAL GRAB-RAIL OVER S/B
 - 42.MOVE O2 RACK TO WALL 3 FOR STORAGE OF EQUIPMENT
 - 43.(1) O2 OUTLET IN A/A & (1) ON C/S WALL
 - 44.STAINLESS KICKPLATE ON BASEWALL
 - 45.SQUAD-SAVER BAR
 - 46.O2 WRENCH
 - 47.DRI-DECK IN ALL COMPTS.
 - 48.MICA-PAMPAS GRAY
 - 49.UPHOLSTERY TO BE GRAY
 - 50.LONPLATE FLOORING-NON-SKID-GRAY
 - 51.CHILD SAFETY SEAT ON SWIVEL
 - 52.RT. FT. DOORS TO BE ½" LEXAN W/ NON-LOCKING
LATCHES AT TOP
 - 53.GAS STRUTS ON S/B LID
 - 54.CABINETS L1, L2, L3 TO BE TWO EQUAL CABINETS

- 55.COUNTER TOPS TO BE POURED ACRYLIC IF POSSIBLE
- 56.UPPER STREETSIDE CABINETS TO BE RESTOCKING
- 57.EXTERIOR STYLE TRACKING FOR INTERIOR SHELVES
- 58.CABINETS OVER S/B
- 59.PIGEON HOLES IN L1 & L2
- 60.DOOR & COMPT. AJAR LTS. TO BE 2" LED
- 61.50" AISLE SPACE
- 62.PAINT PER SPECS
- 63.GRAPHICS PER SPECS
- 64.GLOVE HOLDER ABOVE C/S ENTRY DOOR
- 65.CHEVRONS ON REAR
- 66.CPR SEAT-LIFTUP SEAT-#3
67. RECESSED IV HANGERS OVER CHEST AREA OF EACH PATIENT
- 68.DUCTED A/C
- 69.DUAL BIO-WASTE/SHARPS-(1) @ HEAD OF S/B-(1) IN A/A
- 70.(2) FERNO O2 HOLDERS FOR PORTABLE O2 TANKS
- 71.MODEL 2021 GO LIGHT- BLACK -MTD. PER SPECS
72. RADIO PER SPECS
- 73.DELIVERY

THE PRICE FOR ONE TYPE III CHEVY PER YOUR SPECIFICATIONS WILL BE \$131,413.75

THIS PRICE IS GOOD UNTIL AUGUST 10TH, 2011. IF YOU WAIT UNTILL APRIL 2012 TO ORDER, THE PRICE WILL INCREASE BY AT LEAST \$5,000.00.

IF YOU HAVE ANY QUESTIONS, CALL ME ANYTIME. THANKS FOR YOUR TIME IN THIS MATTER.

SINCERELY,

JAMIE