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

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

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

APPROVAL OF MINUTES

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

APPROVAL/AMENDMENTS TO AGENDA

Councilman Mercer requested the following amendments to the agenda:

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

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

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

Mayor Jennings requested the following amendments:

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

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

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

CONSENT AGENDA

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

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

- A. Adopt – Budget Ordinance Amendment for Senior Programs Division of Parks and Recreation \$1,500

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

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$1,500 in the account EDTAP-Seniors Grant, account number 10-40-3622-3300.

Section 2. That account number 10-40-6123-4515, EDTAP Seniors Grant, Senior Programs portion of the General Fund appropriations budget be increased in the amount of \$1,500 to provide funds for gas cards for volunteers.

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 14th day of February, 2011.

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

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

- B. Authorize – the Repurchase of Cemetery Lot S-16, Plot 7 and 8 in Oakdale Cemetery and Adopt Budget Ordinance Amendment (\$1,200)

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

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

Section 1. That the Estimated Revenues in the Cemetery Fund be increased in the amount of \$1,200 in the account Transfer from General Fund, account number 39-90-3980-1000.

Section 2. That account number 39-90-4740-4901, Repurchase Cemetery Lots, portion of the Cemetery Fund appropriations budget be increased in the amount of \$1,200 to provide funds for the repurchase of cemetery lot S-16, plots 7 and 8.

Section 3. That account number 10-00-4400-3900, Transfer to Cemetery Fund, Miscellaneous portion of the General Fund appropriations budget be increased in the amount of \$1,200.

Section 4. That the Estimated Revenues in the General Fund be increased in the amount of \$1,200 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

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

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

Adopted this the 14^h day of February, 2011.

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

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

- C. Adopt – Budget Ordinance Amendment to adjust the Water Fund’s contingency to 5%

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

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

Section 1. That account number 30-90-3991-9910, Fund Balance Appropriated, portion of the Water Fund revenue budget be decreased in the amount of \$30,891.

Section 2. That account number 30-90-6610-9276, Transfer to Capital Reserve, Miscellaneous portion of the Water Fund appropriations budget be increased in the amount of \$28,990.

Section 3. That account number 30-90-9990-9900, Contingency, Contingency portion of the Water Fund appropriations budget be decreased in the amount of \$59,881.

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 14th day of February, 2011.

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

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

- D. Moved to New Business D.1 – Adopt Budget Ordinance to amend Storm Water Capital Project Ordinance to redistribute the appropriation to specific accounts

- E. Adopt – Budget Ordinance Amendment to appropriate funds for the balance remaining from the Gates library grant \$4,748

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

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

Section 1. That account number 10-00-3991-9910, Fund Balance Appropriated, portion of the General Fund revenue budget be increased in the amount of \$4,748.

Section 2. That account number 10-40-6110-7000, Non-capitalized Purchases, Brown Library portion of the General Fund appropriations budget be increased in the amount of \$4,748.

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

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

Adopted this the 14^h day of February, 2011.

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

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

- F. Adopt – Budget Ordinance Amendment to appropriate funds for the Energy & Demand Reduction pilot project

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

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

Section 1. That account number 35-90-3991-9910, Fund Balance Appropriated, portion of the Electric Fund revenue budget be increased in the amount of \$20,000.

Section 2. That account number 35-90-8375-4500, Contract Services, Load Management portion of the Electric Fund appropriations budget be increased in the amount of \$20,000.

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

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

Adopted this the 14^h day of February, 2011.

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

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

- G. Approve – Re-instatement of the Chief Building Official

COMMENTS FROM THE PUBLIC

No public comments at this time.

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

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

Washington Area Historic Foundation

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

Washington Harbor District Alliance – Pirates Beach Music Festival

*Music pavilion \$7,700

Marie Tomasulo on behalf of the Gary Tomasulo memorial playground

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

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

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

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

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

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

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

Begin Report: Report on 2010 Highlights and plans for 2011

2010 Highlights:

- o 48 students
- o Relocated to dock J on the waterfront from the Estuarium
- o Paid back line of credit and ended season with a positive cash flow
- o Purchased 4 additional sections of floating platform to accommodate all 6 boats
- o Outfitted boats with new sails and running rigging
- o Received new major funding from Noon Rotary and Wachovia Bank
- o Donor provided the club with 2 inflatable safety boats
- o Considerable positive community feedback

Plans for 2011

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

Current Needs

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

Request

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

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

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

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

Mr. Rodman noted there is currently an abbreviated version of the Minimum Housing Ordinance that was originally adopted in 1973 and later it was updated in 1996. Mr. Rodman explained how the inspection process now covers the basics and stated they would like to expand those inspections into a true Minimum Housing Inspection. This would allow the City to do more thorough inspections of the homes within its limits.

Also, this would cover some of the health and safety issues and interior and exterior renovations on buildings. The new code more completely defines minimum housing standards and allows the City to inspect homes within the city limits and homes within the City's one-mile extraterritorial jurisdiction.

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

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

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

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

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

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

**ORDINANCE AMENDING CHAPTER 6, ARTICLE V, HOUSING, OF THE
CODE OF ORDINANCES OF THE CITY OF WASHINGTON**

WHEREAS, NCGS 160A-441 authorizes local governments to amend ordinances regulating the existence and occupation of dwellings within their jurisdiction that are unfit for human habitation; and

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

BE IT ORDAINED by the City Council of the City of Washington that:

Section 1: Article V of Chapter 6, Housing of the Code of Ordinances be and is hereby repealed in its entirety and a new Article V, inserted as follows:

ARTICLE V. HOUSING CITY OF WASHINGTON

GENERAL PROVISIONS

Sec. 6-109. General.

These regulations shall be known as the City of Washington Minimum Housing Code, hereafter referred to as "this Article."

Sec. 6-110. Finding; Purpose.

- (a) Pursuant to G.S. 160A-441, it is hereby found and declared that there exist in the City of Washington, dwellings which are unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents and other calamities, lack of ventilation, light and sanitary facilities, and due to other conditions rendering such dwellings unsafe or unsanitary, and dangerous and detrimental to the health, safety and morals, and otherwise inimical to the welfare of the residents of the City.
- (b) In order to protect the health, safety and welfare of the residents of the City as authorized by G.S. 160A Art. 19, Part 6, it is the purpose of this Article to establish minimum standards of fitness for the initial and continued occupancy of all buildings used for human habitation, as expressly authorized by G.S. 160A-444.
- (c) The current edition of the North Carolina State Residential Building Code as amended from time to time, is hereby adopted by reference as fully as though set forth in this section as the housing code of the city.

Sec. 6-111. Scope.

- (a) The provisions of this Article shall apply to any existing dwelling and to all structures hereafter constructed, altered, or repaired within the City. Portable, mobile or modular buildings or structures, including trailers, when used or intended for use as a dwelling within the City shall be subject to the applicable provisions of this Article.
- (b) The provisions of this Article shall be applicable within the corporate limits of the City and extends one (1) mile into its extraterritorial planning jurisdiction.

Sec. 6-112. Definitions.

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

Abandoned Structure. Any structure, whether designed and intended for residential or other uses, which is vacant or not in active use, regardless of purpose or reason, for the past one-year period and which is determined by the director to be unfit for human habitation or occupancy based upon the standards as set forth in this article.

Basement. A portion of a dwelling which is located partly underground, having direct access to light and air from windows located above the level of the adjoining ground.

Cellar. A portion of a dwelling, which is located partly or wholly underground, having an inadequate access to light and air from windows located partly or wholly below the level of the adjoining ground.

Certificate of Occupancy. Written certification by the inspector that a dwelling or dwelling unit complies with the requirements of this Chapter and all other applicable provisions of the Washington City Code, and NC General Statutes.

Code Official. The person duly designated by the City Council to administer and enforce the Housing Code.

Deteriorated. A dwelling that is unfit for human habitation and can be repaired, altered or improved to comply with all of the minimum standards established by this chapter at a cost not in excess of 50% of its value, as determined by finding of the Housing Administrator.

Dilapidated. A dwelling that is unfit for human habitation and cannot be repaired, altered or improved to comply with all of the minimum standards established by this chapter except at a cost in excess of 50% of its value, as determined by finding of the Housing Administrator.

Dwelling. Any building, structure, manufactured, or mobile home or part thereof which is wholly or partly used or intended to be used for living, sleeping or habitation by human occupants, and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith. Temporary housing, as defined in this section, shall not be regarded as a dwelling. The term shall include within its meaning the terms "rooming house" and "rooming unit", as defined in this section.

Dwelling Unit. Any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Extermination. The control and elimination of insects, rodents or other pests by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating or trapping; or by any other recognized and legal pest elimination methods approved by the Code Official.

Family. An individual living alone, or two (2) or more persons related by blood, adoption, or marriage, or a group of not more than four (4) unrelated persons living together as a single housekeeping unit in a shared dwelling unit.

Garbage. The waste material resulting from the handling, preparation, cooking and consumption of food or trash.

Habitable Room. A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, heater rooms, foyers or communicating corridors, closets and storage spaces.

Habitable Structure. Any structure used for living, sleeping, cooking or eating purposes for extended periods or on a regular basis or is designed for living, sleeping, cooking or eating for extended periods on a regular basis.

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

Infestation. The presence, within or around a dwelling, of any insects, rodents, bats or other pests in such number as to constitute a menace to the health, safety or welfare of the occupants or the public.

Inspections Division. The Inspections Division of the Planning and Development Department of the City of Washington.

Manufactured or Mobile Home. A structure, transportable in one or more sections, which in the traveling mode is eight body feet or more in width, or 40 body feet or more in length, or, when erected on site, is 320 or more square feet; and which is built on a permanent chassis and designed to be used as a dwelling, with or without permanent foundation when connected to the required utilities, including the plumbing, heating, air conditioning and electrical systems contained therein. "Manufactured home" includes any structure that meets all of the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of HUD and complies with the standards established under the Act. For manufactured homes built before June 15, 1976, "manufactured home" means a portable manufactured housing unit designed for transportation on its own chassis and placement on a temporary or semi permanent foundation having a measurement of over 32 feet in length and over eight feet in width. "Manufactured home" also means a double-wide manufactured home, which is two or more portable manufactured housing units designed for transportation on their own chassis that connect on site for placement on a temporary or semi permanent foundation having a measurement of over 32 feet in length and over eight feet in width.

Multiple (Multi-Family) Dwelling. Any dwelling containing more than two dwelling units.

Occupant. Any person over one year of age, living, sleeping, cooking or eating in or having actual possession of a dwelling, dwelling unit or rooming unit.

Operator. Any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

Owner. Any person who alone, jointly or severally with others:

- (1) Shall have title to any dwelling, dwelling unit or rooming unit, with or without accompanying actual possession thereof;
- (2) Shall be a mortgagee of record for any dwelling, dwelling unit or rooming unit;
- (3) Shall have charge, care or control of any dwelling, dwelling unit or rooming unit, as owner or agent of the actual owner, or as executor, executrix, administrator, trustee or guardian of the estate of the actual owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter, and of rules and regulations adopted pursuant thereto, to the same extent as if he or she were the owner.

Party or Parties in Interest. All persons who have interests of record in a dwelling, dwelling unit or rooming unit, and any persons who are in possession thereof.

Person. Any individual, corporation, firm, partnership, association, organization or other legal entity.

Plumbing. All of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, mechanical garbage disposal units (mechanical sink grinders), sewage disposal pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

Public Authority. Any housing authority or any officer who is in charge of any department or branch of the government of the city, the county or the state relating to health, fire, building regulations or other activities concerning dwellings in the city.

Rooming or Boarding House. Any dwelling, or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not husband or wife, son or daughter, mother or father or brother or sister of the owner or operator.

Rooming Unit. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

Rubbish. The term shall include paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass and dust.

Supplied. Paid for, furnished or provided by or under the control of the owner or operator.

Temporary Housing. Any tent, trailer or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or to any utilities system on the same premises for more than 30 consecutive days.

Unfit for Human Habitation. Conditions exist in a dwelling, dwelling unit, rooming house or rooming unit which violate or do not comply with one or more of the minimum standards of fitness or one or more of the requirements established by this chapter.

Vacant Dwelling. Any dwelling that has not been occupied or otherwise inhabited for a period of six (6) months. In the case of rental property, "vacant dwelling" shall also refer to any dwelling unit or rooming unit that is currently unoccupied and not being leased or rented to any person.

Water Closet. A water closet is a room which contains a flush toilet, usually accompanied by a wash bowl or sink.

Words Having Certain Meaning. Whenever the words "dwelling," "dwelling unit", "rooming house", "rooming unit", or "premises" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."

MINIMUM HOUSING STANDARDS

Sec. 6-113. Minimum Standards of Fitness for Dwellings and Dwelling Units.

Every dwelling and dwelling unit used as a human habitation, or held out for use as a human habitation, shall comply with all the minimum standards of fitness for human habitation and all of the requirements of Section 6-114 through Section 6-126 of this Article. No person shall occupy as owner or occupant, or let to another for occupancy or use as a human habitation, any dwelling or dwelling unit which does not comply with all the minimum standards of fitness for human habitation. Only approved building materials for specific purposes may be used in making necessary repairs.

Sec. 6-114. Dwelling Unfit for Human Habitation.

The Code Official shall determine that a dwelling is unfit for human habitation if he finds that any one of the following conditions exist in such dwelling:

- (a) Interior walls or vertical studs which seriously list, lean or buckle to such an extent as to render the dwelling unsafe.
- (b) Supporting member or members which show thirty-three (33) percent or more damage or deterioration, or nonsupporting, enclosing or outside walls or covering which shows fifty (50) percent or more of damage or deterioration.
- (c) Floors or roofs which have improperly distributed loads, which are overloaded or which have insufficient strength to be reasonably safe for the purpose used.
- (d) Such damage by fire, wind or other causes as to render the dwelling unsafe.
- (e) Dilapidation, decay, unsanitary conditions or disrepair which is dangerous to the health, safety or welfare of the occupants or other people in the city or jurisdiction.
- (f) Inadequate facilities for egress in case of fire or panic.
- (g) Defects significantly increasing the hazards of fire, accident or other calamities.
- (h) Lack of adequate ventilation, light, heating or sanitary facilities to such extent as to endanger the health, safety or general welfare of the occupants or other residents of the city.
- (i) Lack of proper electrical, heating or plumbing facilities required by this article which constitutes a health or a definite safety hazard.
- (j) Lack of connection to a potable water supply and/or to the public sewer or other approved sewage disposal system, the lack of either one of which renders a dwelling unfit for human habitation. For the purpose of this standard, a dwelling is not connected to a potable water supply if the water supply has been "cut off" because of non-payment of the water bill or otherwise, or if the system for any reasons is not receiving a flow of potable water to the tap.

Sec. 6-115. Minimum Standards for Exterior Property Areas.

- (a) All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.
- (b) All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Lots shall also be properly graded to prevent surface water run off from being directed onto adjoining properties.
- (c) All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
- (d) All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.
- (e) Pipes, ducts, conductor, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
- (f) All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.
- (g) No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

Sec. 6-116. Minimum Standards for Structural Condition.

(a) Foundation

- (1) A foundation wall system shall support the building at all points and shall be free of holes, cracks, and loose mortar or masonry which would admit rodents, water or dampness to the interior of the building or which lessen the capability of the foundation to support the building.
- (2) Crawl space shall be graded so as to prevent any water standing.
- (3) Foundation walls and footings shall be free of defects such as cracks, holes and loose mortar.
- (4) Piers shall be sound with no loose mortar or masonry.

(b) Floors

- (1) There shall not be decayed, termite-damaged, fire-damaged, broken, overloaded or sagging sills that adversely affect the structural integrity of the building framing system.
- (2) Joists shall not be decayed or broken so as to adversely affect the structural integrity of the floor framing system.
- (3) Flooring shall be weathertight without holes or cracks which permit excessive air to penetrate rooms.

- (4) There shall be no loose flooring.
- (5) Bathroom and kitchen flooring surface shall be constructed and maintained so as to be reasonably impervious to water and so as to permit such flooring to be easily kept in a clean and sanitary condition.
- (6) All floor covering shall be constructed and maintained as not to constitute a trip hazard and kept in a clean and sanitary condition.
- (7) There shall be no use of the ground for floors, or wood floors on the ground.

(c) Exterior Walls

- (1) There shall be no broken, cracked or fire damaged structural members.
- (2) All siding shall be weathertight, with no holes or excessive cracks or decayed boards which permit excessive air or moisture to penetrate rooms.
- (3) There shall be no loose siding.
- (4) Exterior surfaces not inherently resistant to deterioration shall be treated with protective appropriate siding or painted and maintained in good repair to prevent deterioration.

(d) Interior Walls

- (1) The interior finish shall be free of holes and cracks.
- (2) All interior walls shall be treated, painted and maintained so as to be easily kept in a clean and sanitary condition
- (3) No loose plaster, loose boards or other loose wall materials shall be allowed.
- (4) There shall be no decayed or termite-damaged studs.
- (5) There shall be no broken or cracked studs or other broken or cracked structure members allowed.

(e) Ceilings

- (1) There shall be no joists which are decayed or broken, sagging, or improperly supported.
- (2) There shall be no holes or excessive cracks which permit air to penetrate rooms.
- (3) There shall be no loose plaster, boards, gypsum wall board, or other ceiling finish.
- (4) There shall be no evidence of water damage.

(f) Roof

- (1) There shall be no rafters which are decayed or broken.
- (2) No rafters shall be damaged by fire.
- (3) Sheathing shall not be loose.
- (4) No loose roof covering shall be allowed, nor shall there be any holes or leaks which could cause damage to the structure.

- (5) There shall be proper flashing at walls and roof penetrations.
- (6) There shall be no chimneys or part thereof which are defective, deteriorated or in danger of falling, or in such condition to constitute a fire hazard.

Sec. 6-117. Minimum Standards for Basic Equipment and Facilities

(a) Plumbing system.

- (1) Each dwelling unit shall be connected to a potable water supply and to the public sewer or other approved sewer disposal system.
- (2) Each dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, water closet and an adequate supply of both cold water and hot water.
- (3) All plumbing fixtures shall meet the standards of the North Carolina Plumbing Code and shall be maintained in a state of good repair and good working order.
- (4) All required plumbing fixtures shall be located within the dwelling unit and be accessible to the occupants of same. The water closet and tub or shower shall be located in a room or rooms affording privacy to the user.
- (5) Water closet shall be functional and free of leaks.
- (6) Water closet shall not be loose from floor or leaking.
- (7) Tub and shower stall floors and walls shall be watertight.
- (8) Fixtures shall not be cracked or broken and shall function as designed.
- (9) Sewer and water lines shall be properly supported, with no broken or leaking lines.

(b) Heating system.

- (1) Every dwelling and dwelling unit shall provide central heat or other approved permanent source of heating.
- (2) Central and electric heating system. Every central or electric heating system shall be of sufficient capacity so as to heat at least one habitable room, excluding the kitchen, in every dwelling unit to which it is connected a minimum temperature of 68 degrees Fahrenheit measured at a point three (3) feet above the floor during ordinary winter conditions.
 - (a) All ducts, pipes and tubes should be free of leaks and functioning properly.
- (3) Other heating facilities. Where central or electric heating system are not provided, each dwelling and dwelling unit shall be provided with sufficient fireplaces, chimneys, flues or gas vents whereby heating appliances are connected so as to heat at least one habitable room, excluding the kitchen, with a minimum temperature of 68 degrees Fahrenheit measured at a point three (3) feet above the floor during ordinary winter conditions.
 - (a) All floor, wall or room heaters must comply with standards of the North Carolina State Building Code.
 - (b) Chimneys shall have no loose bricks or mortar and shall have a flue.
 - (c) Flues shall have no holes.

- (d) Open masonry fireplaces shall only be used as supplemental heat and not as a primary source of heating.
 - (e) No portable kerosene space heater may be used as a primary source of heat.
 - (f) If the fireplace opening is closed, the closure shall be of noncombustible material and airtight.
 - (g) No hanging chimneys will be allowed.
- (c) Electrical System.
- (1) Every dwelling and dwelling unit shall be wired for electric lights and convenience receptacles. Every habitable room shall contain at least two floor or wall-type electric convenience receptacles, connected in such manner as determined by the North Carolina Electric Codes. There shall be installed in every bathroom, water closet room, laundry room and furnace room at least one supplied ceiling or wall type electric fixture for lighting. In the event wall or ceiling light fixtures are not provided in any habitable room, then such habitable room shall contain at least three floor or wall type electric convenience receptacles.
 - (2) Every common hall and stairway in every multiple dwelling shall have adequate lighting by electric lights at all times when natural lighting is not sufficient.
 - (3) All fixtures, receptacles, equipment and wiring shall be maintained in a state of good repair and installed in accordance with the State Electrical Code and any new provisions correlating with new provisions of the State Building Code.
 - (4) All receptacles shall have outlet covers installed.
 - (5) All light switches shall have covers installed.
 - (6) Each dwelling unit shall have electric service from a separately metered delivery system provided by a licensed utility company. No drop cords, extension cords or similar wiring mechanism may be utilized in any fashion other than in conformance with the purposes in which it was designed.

Sec. 6-118. Minimum Standards for Smoke Detectors.

- (a) Every owner of a residential dwelling unit shall have UL approved smoke detectors installed, mounted on or near the ceiling on every level, at a point centrally located in the corridor or area giving access to each group of rooms used for sleeping purposes. Where bedrooms are not centrally located more than one smoke detector may be required.

Sec. 6-119. Minimum Standards for Ventilation.

- (a) All habitable rooms shall be provided with aggregate glazing area of not less than eight percent (8%) of the total floor area of such rooms. One-half of the required area of glazing shall be openable. For the purpose of determining the light and ventilation requirement, any room may be considered as a portion of an adjoining room when one-half of the area of the common wall is open and unobstructed and provides an opening of not less than one-tenth of the floor area of the interior room or 25 sq ft., whichever is greater. Exceptions to this standard are as follows:
 - (1) The glazed areas need not be openable where the opening is not required by Section 310 of Volume VII of the State Building Code and an approved mechanical ventilation system is provided capable of producing 0.35 air change per hour in the room or a whole-house mechanical ventilation system is installed capable of supplying outdoor ventilation air of 15 cubic feet per minute (cfm)

- (7.08 L/s) per occupant computed on the basis of two occupants for the first bedroom and one occupant for each additional bedroom.
- (2) The glazed areas may be omitted in rooms where the opening is not required by Section 310 of Volume VII of the State Building Code and an approved mechanical ventilation system is provided capable of producing 0.35 air change per hour in the room or a whole-house mechanical ventilation system is installed capable of supplying outdoor ventilation air of 15 cubic feet per minute (cfm) (7.08 L/s) per occupant computed on the basis of two occupants for the first bedroom and one occupant for each additional bedroom, and artificial light is provided capable of producing an average illumination of 6 foot candles (6.46 L/s) over the area of the room at a height of 30 inches above the floor level.
- (b) All exterior windows and doors shall be reasonably weathertight, shall have no broken glass, and shall have adequate operable locks and hardware.
- (c) All interior windows and hardware shall be in good repair.
- (d) Required glazed openings shall open directly onto a street or public alley, or a yard or court located on the same lot as the building.
- (e) Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than 3 square feet, one-half of which must be openable. An exception to this standard is as follows:
- (1) The glazed areas shall not be required where artificial light and an approved mechanical ventilation system capable of producing a change of air every 12 minutes are provided. Bathroom exhausts shall be vented directly to the outside.

Sec. 6-120. Minimum Standards for Space, Use and Location.

(a) Room Size.

- (1) Every dwelling unit shall have at least one habitable room which shall have not less than 150 square feet of floor area. Other habitable rooms shall have an area of not less than 70 square feet. Every kitchen shall not have less than 50 square feet of floor area. Habitable rooms except kitchens, shall not be less than 7 feet in any horizontal dimension.
- (2) In every dwelling unit and in every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than one occupant shall contain at least fifty (50) square feet of floor area for each occupant twelve (12) years of age and over and at least thirty-five (35) square feet of floor area for each occupant under twelve (12) years of age.

(b) Ceiling Height.

Habitable rooms, except kitchens, shall have a ceiling height of not less than 7 feet 6 inches for at least 50 percent of their required areas. Not more than 50 percent of the required area may have a sloped ceiling less than 7 feet 6 inches in height with no portion of required areas less than 5 feet in height. If any room has a furred ceiling, the prescribed ceiling height is required for at least 50 percent of the area thereof, but in no case shall the height of the furred ceiling be less than 7 feet. A portion of a room with a sloping ceiling measuring less than 5 feet 0 inches or a furred ceiling measuring less than 7 feet 0 inches from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required habitable area for that room. Exceptions to this standard are as follows:

- (1) Beams and girders spaced not less than 4 feet on center may project not more than 6 inches below the required ceiling height.

(2) All other rooms including kitchens, baths and hallways may have a ceiling height of not less than 7 feet measured to the lowest projection from the ceiling.

(3) Ceiling height in basements without habitable spaces may not be less than 6 feet 8 inches clear except for under beams, girders, ducts or other obstructions where the clear height shall be 6 feet 4 inches.

(c) Cellar.

(1) No cellar shall be used for living purposes.

(d) Basements.

(1) No basement shall be used for living purposes unless:

(a) The floor and walls are substantially watertight.

(b) The total window area, total openable window area, and ceiling height are equal to those required for habitable rooms.

(c) The required minimum window area of every habitable room is entirely above the grade adjoining such window area, except where the window or windows face a stairwell, window well, or access way.

Sec. 6-121. Minimum Standards to Means of Egress.

(a) Every dwelling shall have safe, unobstructed means of egress with a minimum ceiling height of 7 feet leading to a safe and open space at ground level.

(b) Every exterior, cellar or basement door and hatchway shall be substantially weathertight and rodent proof, and shall be kept in sound working condition and good repair.

(c) Every exterior door shall be provided with properly installed hardware that is maintained to insure reasonable ease of operation to open, close and secure as intended by the manufacturer of the door and attached hardware.

(d) Exterior door frames shall be properly maintained and shall be affixed with weatherstripping and thresholds as required to be substantially weathertight, watertight and rodent and insect resistant when the door is in a closed position.

(e) Exterior door jams, stops, headers and molding shall be securely attached to the structure, maintained in good condition without splitting or deterioration that would minimize the strength and security of the door in a closed position.

(f) All exterior doors shall have manufactured locks specifically designed for use with exterior doors requiring a key to be unlocked from the outside.

(g) Every sleeping room shall have at least one openable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside to a full clear opening without the use of a key or tool. Where windows are provided as a means of egress or rescue they shall have a sill height of not more than 44 inches above the floor.

(h) All egress or rescue windows from sleeping rooms must have a net clear opening of 4.0 square feet. The minimum net clear opening height shall be 22 inches. The minimum net clear opening width shall be 20 inches. Each egress window from sleeping rooms must have a minimum total glass area of not less than 5.0 square feet in the case of a second story window.

- (i) Bars, grills, screens or other obstructions placed over emergency escape windows shall be releasable or removable from the inside without the use of a key or tool.

Sec. 6-122. Minimum Standards for Porches or Raised Platform.

- (a) Foundation flooring, ceiling and roofing for porches and raised platforms shall be equal to standards set forth in Section 6-116 except sills and joists need not be level if providing drainage of floor and floors need not be weathertight.
- (b) Roof post and attached railings shall be structurally sound.
- (c) Every porch terrace or raised platform located at least forty (40) inches above the adjacent finished grade shall be equipped with guardrails not less than thirty-six (36) inches high. Open guardrails shall have intermediate rails such that a six inch sphere cannot pass through any opening.

Sec. 6-123. Minimum Standards for Stairs and Steps.

- (a) Stairs and steps shall not be decayed and shall be in good repair.
- (b) Every rail shall be firmly fastened and maintained in good condition.
- (c) No flight of stairs more than one (1) inch out of its intended position or pulled away from supporting or adjacent structures shall be allowed.
- (d) Supports shall be structurally sound.
- (e) Where steps and stairs that must be replaced due to deterioration, construction must comply with North Carolina State Building Code standards.
- (f) Stairways having four or more risers above a floor or finished ground level shall be equipped with handrails located not less than 30 inches nor more than 38 inches above the leading edge of a tread. An exception from this standard is that handrails that form part of a guardrail may be 42 inches high.
- (g) Gripping surfaces shall be continuous without interruption.

Sec. 6-124. Minimum Standards for Control of Insects, Rodents and Infestations.

- (a) Screens. In every dwelling unit, for protection against mosquitoes, flies, and other insects, every door opening directly from a dwelling unit to outdoor space shall have supplied and installed screens and a self-closing device, where an air condition is not provided. Every window or other device with openings to outdoor space shall be supplied with screens, where an air condition is not provided.
- (b) Rodent Control. Every basement or cellar window used or intended to be used for ventilation and every other opening to a basement which might provide an entry for rodents shall be supplied with screens installed or such other approved device as will effectively prevent their entrance.
- (c) Infestation. Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination or removal of any insects, rodents, bats or other pests therein or on the premises, and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination or removal whenever his or her dwelling unit is the only one infested. Whenever infestation is caused by failure of the owner to maintain a dwelling in a rodent proof or reasonable insect proof condition, extermination or removal shall be the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in any structure or in the shared or public parts of any structure containing two or more dwelling units, extermination or removal shall be the responsibility of the owner.

- (d) Garbage storage and disposal. Every dwelling unit shall have adequate garbage disposal facilities or garbage storage containers as required by the Washington City Code and the owner, operator or agent in control of such dwelling or dwelling unit shall be responsible for the removal of garbage. At least one 95 gallon outside garbage can will be required for single family residents.

Sec. 6-125. Minimum Standards Applicable to Rooming Houses; Exceptions.

All the provisions of this Chapter, and all of the minimum standards and requirements of this Chapter, shall be applicable to rooming houses, and to every person who operates a rooming house, or who occupies or lets to another for occupancy any rooming unit in any rooming house, except as provided in the following subsections:

- (a) Water closet, hand lavatory and bath facilities. At least one (1) water closet, lavatory basin, and bathtub or shower, properly connected to an approved water system and sewer system and in good working condition, shall be supplied for each four (4) rooms within a rooming house wherever said facilities are shared. All such facilities shall be located within the residence building served and shall be directly accessible from a common hall or passageway and shall be not more than one (1) story removed from any of the persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot and cold water at all times. Such required facilities shall not be located in a cellar.
- (b) Minimum floor area for sleeping purposes. Every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant twelve (12) years of age or older and at least thirty-five (35) square feet of floor area for each occupant under twelve (12) years of age.
- (c) Sanitary facilities. Every water closet, flush urinal, lavatory basin, bathtub, or shower required by subsection (1) of this section shall be located within the rooming house and within a room or rooms which afford privacy and are separate from habitable rooms, which are accessible from a common hall and without going outside the rooming house or through any other room therein.
- (d) Sanitary conditions. The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors, and ceilings, and for the sanitary maintenance of every other part of the rooming house; he shall further be responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the rooming house is contained is leased or occupied by the operator.

Sec. 6-126. Responsibilities of Owners and Occupants.

- (a) Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition, the shared or public areas of the dwelling and the premises thereof.
- (b) Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling or dwelling unit and the premises thereof which he occupies or controls.
- (c) No owner or owner's agent shall lease or rent to any other person any vacant dwelling unit unless it complies with the provisions of the article and is reasonably clean, sanitary and fit for human occupancy.

Sec. 6-127. Special Historic Buildings and Districts.

All exterior alterations or repairs required by the provisions of this Article to structures that are identified and classified by the City Council as a designated landmark or being

within a local historic district must meet the requirements of the City of Washington as administered by the Historic Preservation Commission.

ADMINISTRATION AND ENFORCEMENT

Sec. 6-128. Duties of the Code Official.

The Director of Planning & Development (or his designee) is hereby designated as the Code Official to administer and enforce the provisions of this Article and to exercise the duties and powers herein prescribed. It shall be the duty of the Code Official:

- (a) To investigate the dwelling conditions, and to inspect dwellings and dwelling units, located in the City in order to determine which dwellings and dwelling units are unfit for human habitation, and for the purpose of carrying out the objectives of this article with respect to such dwellings and dwelling units;
- (b) To take such action, together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of housing which is deteriorated;
- (c) To keep a record of the results of inspections made under this article and an inventory of those dwellings that do not meet the minimum standards of fitness herein prescribed; and
- (d) To perform such other duties as may be herein prescribed.

Sec. 6-129. Powers of the Code Official.

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

- (a) To investigate the dwelling conditions in the City in order to determine which dwellings therein are unfit for human habitation;
- (b) To administer oaths and affirmations, examine witnesses and receive evidence;
- (c) To enter upon premises for the purpose of making examinations and inspections; provided that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession; and
- (d) To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of this Article.

Sec. 6-130. Inspections: Right of Entry

For the purpose of making inspections, the Code Official is hereby authorized to enter, examine and survey at all reasonable times all dwellings, dwelling units, rooming units and premises. The owner or occupant of every dwelling unit, or rooming unit, or the person in charge thereof, shall give the Code Official free access to such dwelling, dwelling unit or rooming unit, and its premises at all reasonable times for the purposes of such inspection, examination and survey. Every occupant of a dwelling or dwelling unit shall give the owner thereof, or his agent or employee, access to any part of such dwelling or dwelling unit, and its premises, at all reasonable times, for the purpose of making such repairs or alterations as are necessary to affect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article.

(Code 1972, § 9-6; Code 1993, § 4-89)

Sec. 6-131. Housing Appeals Board.

The Board of Adjustment, provided for under Chapter 40, pertaining to zoning, shall serve as the Housing Appeals Board, to which appeals may be taken from any decision or order of the Code Official, as provided by Section 40-510. Such Board shall perform the

duties prescribed by Section 40-512, shall have the power to adopt rules of procedure relative to its duties under this article and shall keep an accurate record of all its proceedings.

(Code 1972, § 9-12; Code 1993, § 4-90)

Sec. 6-132. Procedure for Enforcement.

- (a) Preliminary investigation; notice; hearing. Whenever a petition is filed with the Code Official by a public authority or by at least five (5) residents of the city charging that any dwelling or dwelling unit is unfit for human habitation, or whenever it appears to the Inspector upon inspection, that any dwelling or dwelling unit is unfit for human habitation, he shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest in such dwelling or dwelling unit a complaint stating the charges and containing a notice that a hearing will be held before the Code Official (or his designated agent) at a place within the City, therein fixed, not less than ten (10) days nor more than thirty (30) days after the serving of such complaint. The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint. Notice of such hearing shall also be given to at least one (1) of the persons signing a petition relating to such dwelling. Any person desiring to do so may attend such hearing and give evidence relevant to the matter being heard. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Inspector.
- (b) Procedure after hearing. After such notice and hearing, the Code Official shall state in writing his determination whether such dwelling or dwelling unit is unfit for human habitation, and, if so, whether it is deteriorated or dilapidated.
- (1) If the Code Official determines that the dwelling or dwelling unit is deteriorated, he shall state in writing his findings of fact in support of such determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to repair, alter and improve such dwelling or dwelling unit to comply with the minimum standards of fitness established by this article within a specified period of time, not to exceed ninety (90) days or to vacate and close the same. Such order may also direct and require the owner to vacate and close such dwelling or dwelling unit until such repairs, alterations and improvements have been made.
- (2) If the Code Official determines that the dwelling is dilapidated, he shall state in writing his findings of fact to support such determination, and shall issue and cause to be served upon the owner thereof an order directing and requiring the owner to vacate and close the dwelling, and to repair, alter and improve such dwelling or dwelling unit to comply with the minimum standards of fitness established by this article, or to remove or demolish the same within a specified period of time not to exceed ninety (90) days.
- (c) Failure to comply with order. The following remedies are available upon the failure of an owner to comply with any order issued hereunder:
- (1) If the owner of any deteriorated dwelling or dwelling unit shall fail to comply with an order of the Code Official to repair, alter or improve the same within the time specified therein, or if the owner of a dilapidated dwelling shall fail to comply with an order of the Code Official to vacate and close, and repair, alter and improve such dwelling or dwelling unit to comply with the minimum standards of fitness or remove or demolish the same within the time specified therein. The Code Official shall submit to the City Council at its next regular meeting a resolution directing the City Attorney to petition the Superior Court for an order directing such owner to comply with the order of the Chief, as authorized by G.S. 160A-446(g).

- (2) After failure of an owner of a deteriorated dwelling or dwelling unit, or of a dilapidated dwelling, to comply with an order of the Code Official within the time specified therein, if injunctive relief has not been sought or has not been granted as provided in subsection (c)(1) of this section, the Code Official shall submit to the City Council an ordinance ordering the owner to cause such dwelling or dwelling unit to be repaired, altered, improved or vacated and closed and removed or demolished, as provided in the original order of the Inspector, and pending such removal or demolition, to placard such dwelling, as provided by G.S. 160A-443(4) and Section 6-134.
- (d) Appeals from orders of the Code Official. An appeal from any decision or order of the Code Official may be taken by any person aggrieved thereby or by any public officer, board or commission of the city. Any appeal from the Code Official shall be taken within ten (10) days from the rendering of the decision or service of the order, and shall be taken by filing with the Code Official and with the Housing Appeals Board a notice of appeal which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the Code Official shall forthwith transmit to the Board all the papers constituting the record upon which the decision appealed from was made. When an appeal is from a decision of the Code Official refusing to allow the person aggrieved thereby to do any act, his decision shall remain in force until modified or reversed. When any appeal is from a decision of the Code Official requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Board, unless the Code Official certifies to the Board, after the notice of appeal is filed with him, that by reason of the facts stated in the certificate (a copy of which shall be furnished the appellant), a suspension of his requirement would cause imminent peril to life or property, in which case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one (1) day's written notice to the Code Official, by the Board or by a court of record upon petition made pursuant to G.S. 160A-446(f) and subsection (e) of this section.
- (1) The Board shall fix a reasonable time for the hearing of all appeals, shall give due notice to all the parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The Board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make such decision and order as in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Code Official, but the concurring vote of four (4) members of the Board shall be necessary to reverse or modify any decision or order of the Code Official. The Board shall have power also in passing upon appeals, in any case where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the ordinance, to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done.
- (2) Every decision of the Board shall be subject to review by proceedings in the nature of certiorari instituted within fifteen (15) days of the decision of the Board, but not otherwise.
- (e) Petition to Superior Court by owner. Any person aggrieved by an order issued by the Code Official or a decision rendered by the Board shall have the right, within thirty (30) days after issuance of the order or rendering of the decision, to petition the Superior Court for a temporary injunction restraining the Code Official pending a final disposition of the cause, as provided by G.S. 160A-446(f).

Sec. 6-133. Methods of Service of Complaints and Orders.

Complaints or orders issued by the Code Official, pursuant to this Article, shall be served upon persons either personally or by registered or certified mail. If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the Code Official in the exercise of reasonable diligence, and the Code Official makes an

affidavit to that effect, then the serving of the complaint or order upon the unknown owners or other persons may be made by publication in a newspaper having general circulation in the City at least once no later than the time at which personal service would be required under the provisions of this article. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.

Sec. 6-134. Placarding by Inspector.

- (a) After failure of an owner of a dwelling or dwelling unit to comply with an order of the Code Official issued pursuant to the provisions of this Article, and upon adoption by the City Council of an ordinance authorizing and directing him to do so, as provided by G.S. 160A-443(5) and Section 6-132, the Code Official shall proceed to cause such dwelling or dwelling unit to be repaired, altered or improved to comply with the minimum standards of fitness established by this Article or to be vacated and closed and removed or demolished, as directed by the ordinance of the City Council and shall cause to be posted on the main entrance of such dwelling or dwelling unit a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." The occupation of a building so posted shall constitute a misdemeanor.
- (b) Each such ordinance shall be recorded in the office of the Register of Deeds in the county wherein the property is located, and shall be indexed in the name of the property owner in the grantor index, as provided by G.S. 160A-443(5).

Sec. 6-135. Abandonment of Property

- (a) If the Code Official has issued an order for a dwelling to be repaired, altered, improved or vacated and closed, as provided in Section 6-132 of this Article, and if the owner has vacated and closed such dwelling and kept it vacated and closed for a period of one year pursuant to the ordinance or order, then if the City Council shall find that:
- (1) The owner has abandoned the intent and purpose to repair, alter or improve the dwelling in order to render it fit for human habitation;
 - (2) That the continuation of the dwelling in its vacated and closed state would be inimical to the health, safety, and welfare of the municipality in that the dwelling would continue to deteriorate;
 - (3) That the dwelling would create a fire and safety hazard;
 - (4) That the dwelling would be a threat to children and vagrants;
 - (5) That the dwelling would attract persons intent on criminal activities;
 - (6) That the dwelling would cause or contribute to blight and the deterioration of property values in the area; and
 - (7) That the dwelling would render unavailable property and a dwelling which might have otherwise have been made available for decent and affordable housing in the City, then in such circumstances, the City Council may, after the expiration of such one year period, enact an ordinance and serve such ordinance on the owner setting forth the following:
 - (a) If it is determined that the repair of the dwelling to render it fit for human habitation can be made at a cost of fifty percent (50%) or less of the then current value of the dwelling, the ordinance shall require that the owner either repair or demolish and remove the dwelling with 90 days; or
 - (b) If it is determined that the repair of the dwelling to render it fit for human habitation can only be made at a cost exceeding fifty percent (50%) of the

then current value of the dwelling, the ordinance shall require the owner to demolish and remove the dwelling within 90 days.

- (b) The ordinance in subsection (a) of this section shall be recorded in the office of the Register of Deeds and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with this ordinance, the inspector shall effectuate the purpose of the ordinance.

Sec. 6-136. Liens for Costs of Repairs, Alterations, etc.

As provided by G.S. 160A-443(6), the amount of the cost of any repairs, alterations or improvements, or vacating and closing, or removal or demolition, caused to be made or done by the Code Official pursuant to Section 6-132, shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have the same priority, and be enforced and the costs collected as provided by G.S. 160A, Art. 10 (G.S. 160A-216 et seq.).

Sec. 6-137. Alternative Remedies.

Neither this Article nor any of its provisions shall be constructed to impair or limit in any way the power of the City to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this Article by criminal process as authorized by G.S. 14-4 and Section 6-132, and the enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy provided herein or in other ordinances or laws.

Sec. 6-138. Conflict With Other Provisions.

In the event any provision, standard or requirement of this Article is found to be in conflict with any provision of any other ordinance or code of the City, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the City shall prevail.

Sec. 6-139. Penalties and Violations.

- (a) It shall be unlawful for the owner of any dwelling or dwelling unit to fail, neglect or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish the same, upon order of the Code Official duly made and served as herein provided, within the time specified in such order, and each day that any such failure, neglect or refusal to comply with such order continues shall constitute a separate and distinct offense. It shall be unlawful for the owner of any dwelling or dwelling unit with respect to which an order has been issued, pursuant to Section 6-132, to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, and each day that such occupancy continues after such prescribed time shall constitute a separate and distinct offense.

- (b) The violation of any provision of this article shall constitute a misdemeanor, as provided by G.S. 14-4.

Sec. 6-140 – 6-150. Reserved.

Section 2. This Ordinance shall become effective upon its adoption.

Section 3. All Ordinances or parts in conflict herein are repealed.

Adopted this 14th day of February, 2011.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

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

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

The Planning board met on the 25th of January and made the following findings of fact. Currently tattoo parlors are not listed in the current Washington Zoning Ordinance as permitted or special use within its jurisdiction, nor, is it considered as an accessory use to any permitted use. There are currently two Tattoo establishments located in the B1H (Business Zoning District).

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

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

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

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

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

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

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

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

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

Section 1. That **Chapter 40, Article VI, Section 40-93, Table of Uses**, be amended by adding that **Tattoo Parlors** will be permitted only by Special Use Permit issued by the City of Washington Board of Adjustment within the I-2 (Light Industrial) and I-1 (Heavy Industrial) Zoning Districts.

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

(ss) **Tattoo Parlors.**

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

Definitions

Tattoo - means the inserting of permanent markings or coloration, or the producing of scars, upon or under human skin through puncturing by use of a needle or any other method. As defined by NCGS 180A-283

Tattoo Parlor - means any location where tattooing is engaged in or where the business of tattooing is conducted or any part thereof. For purposes of this Section, Tattoo Establishment or Studio falls within this definition.

(ss) Tattoo Parlor

- (1) Special Use Permit granted under this section shall be for a period of one (1) year and must be renewed annually. It shall be the responsibility of the owner/operator to make timely application for permit renewal.
- (2) Hours of Operation. The business shall only be allowed to operate on Monday through Saturday between the hours of 8:00 AM and 9:00 PM and on Sunday between the hours of 1:00 PM and 9:00 PM.
- (3) Business must obtain all applicable permits and licenses.
- (4) The Tattoo Parlor must be a minimum of five hundred (500) linear feet from any other Tattoo Parlor.
- (5) The Tattoo Parlor must be a minimum of five hundred (500) linear feet from any residential structure.
- (6) The Tattoo Parlor must be a minimum of five hundred (500) linear feet from any church or religious institution, public or private school, daycare facility, playground or park.
- (7) The Tattoo Parlor will not be allowed to serve alcoholic beverages or allow the consumption of any alcoholic beverages on site.

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

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

Adopted this 14th day of February, 2011.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

BILL SYKES & WHDA – NEWLY CREATED WASHINGTON WATERFRONT DOCKS WEBSITE

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

- WHDA
- TDA
- Parks and Recreation

- City's IT Department
- BCCC

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

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

Recess at 6:20 pm.

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

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

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

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

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

MEMO – BELL OF WASHINGTON DOCKAGE

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

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

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

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

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

REQUEST

Councilman Davis requested to a make a verbal report at this time. The Recreation Advisory Committee, the Recreation Department and the local PARTF board have invited Council to a luncheon in honor of the PARTF board on March 24th – 25th at noon at the Estuarium. A tour of Goose Creek State Park will follow the next day.

MEMO – SEA TOW PAMLICO DOCKAGE

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

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

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

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

MEMO – LOAD MANAGEMENT DEVICE REPORT

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

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

(end memo)

MEMO – NORTHGATE SUBDIVISION INFRASTRUCTURE PROJECT

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

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

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

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

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

MEMO – ENERGY INTERNS PROJECT UPDATE

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

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

Ms. Carmen Mercer, MPA Candidate, is researching how energy efficiency in historic districts is achieved while complying with the secretary of the interiors guidelines for historic preservation. Ms. Mercer will produce a set of policy recommendations that will be reviewed by the Historic Preservation Commission. This research is slated for completion June, 2011.

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

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

Sample letter:

Dear Washington Utility Customer,

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

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

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

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

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

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

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

HUMAN RELATIONS COUNCIL

Scheduled Public Appearances:

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

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

Update on Marker for Ed Peed commemoration

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

Discussion/FYI

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

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

Discussion

Hand out material from Chair Roberson concerning Domestic Violence Services.

Discussion

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

FYI

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

REQUEST

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

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

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

WASHINGTON HARBOR DISTRICT ALLIANCE

New City of Washington Docks Web Site

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

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

NDC - National Development Council

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

Tuesday, Feb. 1, 2011

Dear Mr. Marsh,

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

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

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

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

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

No reply has been received from Dan Marsh as yet.

Old City Hall

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

Downtown Business Analysis and Development Plan

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

New Event coming the last weekend in April!

Washington Marine Market ...Anything & Everything Nautical!

The Washington Harbor District Alliance is proud to present the first open air nautical market along the City of Washington docks on the Pamlico River. Come to browse through all types of nautical gear – both new and used. Take advantage of the bargains on everything from fishing tackle to boats. Vendors wanted (from yard sale items to boat manufacturers)! Go to www.whda.org Saturday, April 30th, 9:00AM – 5:00PM and Sunday May 1st, 11:00AM – 4:00PM. Free Admission

2011 Schedule of Events

| WHDA 2011 Calendar of Events | |
|------------------------------|--|
| January | |
| February | |
| March | <ul style="list-style-type: none"> • Downtown Clean Up Day Sat. March 26th |
| April | <ul style="list-style-type: none"> • Music in the Streets Starts April 15th Runs every Third Friday thru Oct. • Saturday Market Begins April 16th Continues every weekend • Nautical Market April 30th & May 1st |
| May | <ul style="list-style-type: none"> • Artwalk – Thursday, May 5th • Sat Market Every Saturday/Artist Expo Second Sat • Music in the Streets May 20th • 1st Movies in the Park May 20th • (Assistance only) • ? Blackbeard returns to the Pamlico Festival Friday, May 20th, and Sat. May 21st |

| | |
|-----------|--|
| June | <ul style="list-style-type: none"> • Sat Market Every Saturday/Artist Expo Second Sat • Music in the Streets June 17 • Movies in the Park June 24th • Little Washington Sailing Club 2011 Season |
| July | <ul style="list-style-type: none"> • Sat Market Every Saturday/Artist Expo Second Sat • July 4th Celebrations • Music in the Streets July 15 • Movies in the Park July 15 • Little Washington Sailing Club 2011 Season |
| August | <ul style="list-style-type: none"> • Sat Market Every Saturday/ Artist Expo Second Sat • Music in the Streets August 19 • Skip Movies in the Park • Pickin on the Pamlico - Sat., Aug. 20 • Little Washington Sailing Club 2011 Season |
| September | <ul style="list-style-type: none"> • Sat Market Every Saturday/Artist Expo Second Sat • Beach Music Festival - Sunday, Sept. 11th • Music in the Streets September 16 • Movies in the Park Sept. 16th • Could plan additional Movies in the Park corresponding with ECU football game. |
| October | <ul style="list-style-type: none"> • Sat Market Every Saturday/ Artist Expo Second Sat • Music in the Streets October 21st • Movies in the Park Oct. 21st • (Assist) Smoke on the Water Oct. 21/Oct. 22 |
| November | <ul style="list-style-type: none"> • Art Walk Thursday, Nov. 18th |
| December | <ul style="list-style-type: none"> • Flotilla & Hometown Holiday Sat., Dec. 3rd |

New Funding Source Corporate Sponsorships

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

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

Washington Harbor District Board

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

2011 Board Members are:

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

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

ADVISORS:

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

WASHINGTON TOURISM DEVELOPMENT AUTHORITY

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

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

FINANCIAL REPORTS

No comments from City Council at this time.

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

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

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

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

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

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

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

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

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

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

Requisition #8504, Ilderton Dodge, \$27,096, Dodge Durango to replace vehicle 614. \$22,000 was budgeted based on last year's State contract price for a Ford Explorer. Explorer's are no longer available and the Dodge is the most reasonably priced vehicle that is suitable. Account 35-90-7220- 7401.

Requisition #8648, Ilderton Dodge, \$18,846 Jeep Liberty to replace vehicle 658. \$24,000 is budgeted, account 35-90-7250-7401

Purchase Order 46199, Capital Ford, \$15,015, Ford Fusion to replace vehicle 138 a 2003 Crown Vic. Account 10-10-4310-7402.

Requisition # 8654, Porter Corp, \$139,795, events/concert stand and picnic shelter for Festival Park

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

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

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

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

**AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE IV,
DIVISION 1 OF THE WASHINGTON CITY CODE
BY ADDING A NEW SECTION 18-83, REGULATION OF TRAFFIC ON A
PORTION OF STEWART PARKWAY**

WHEREAS, the City Council (Council) for the City of Washington (City) exercises general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits pursuant to North Carolina General Statute § 160A-296 *et seq.*

WHEREAS, the local authority regarding regulation and control over streets, traffic and parking for the City is contained in Chapter 18, Motor Vehicles and Traffic, of the Code of the City of Washington, North Carolina.

WHEREAS, the Council desires to provide for the proper governance and regulation of streets, traffic, and parking in and for the City.

WHEREAS, a portion of Stewart Parkway is utilized, in part, for certain stormwater drainage improvements and, a portion of Stewart Parkway has become, in part, the subject of a project commonly known as Festival Park (Project) that is supported by the Council.

WHEREAS, the Project calls for the continued use of a portion of Stewart Parkway, in part, as stormwater drainage improvements and, in part, as part of the Project to define as well as enhance the same and therefore restricted use of and access to said portion of Stewart Parkway, as more particularly provided for hereinbelow, is required.

WHEREAS, said Project promotes community events as well as tourism, enhances appreciation for significant historical events of the City as well as surrounding areas, protects the natural beauty of that general area of the City, and encourages pedestrian activity.

WHEREAS, the City finds it to be in the public's best interest to modify the use of a portion of Stewart Parkway to conform with, in part, the existing stormwater drainage

improvements and, in part, said Project plans by restricting the use of a certain portion of Stewart Parkway to use by pedestrians traveling on foot exclusively.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Washington, North Carolina as follows.

Section 1. That Chapter 18, Article IV, Division 1 of the Code of the City of Washington be amended to add a new Section 18-83, Regulation of traffic on a portion of Stewart Parkway, as follows.

Sec. 18-83. Regulation of traffic on a portion of Stewart Parkway.

(a) Use, access to as well as from, and travel upon that largely unpaved portion of Stewart Parkway being approximately seventy (70) feet wide and beginning on its western end at its intersection with the currently paved (as of the date this ordinance was originally enacted) Stewart Parkway and running and extending generally in an easterly and then northerly direction and terminating on its eastern end at its intersection with Water Street shall be restricted to use by pedestrians traveling on foot exclusively. All other modes of travel thereupon are prohibited, specifically including but not limited to, golf carts, skateboards, ATVs, motor vehicles and all vehicles propelled by combustible engines with the exception of emergency as well as public safety vehicles and vehicles operated by individuals or entities given specific permission to access any portion thereof, including service areas established, authorized, or recognized by the City. The portion of Stewart Parkway subject to the above restrictions is all of that area labeled "Unpaved Portion of Stewart Parkway" as shown on that survey for the City of Washington by Russell Waters dated January 24, 2011 and recorded in Plat Cabinet H, Slide 65-4, Beaufort County Registry, to which reference is herein made for a more complete and accurate description.

(b) Pursuant to North Carolina General Statute § 160A-175, as amended, a violation of this Section shall be a misdemeanor or infraction as provided by North Carolina General Statute § 14-4, as amended, and subject to the penalties therein.

Section 2. All ordinances in conflict herewith are hereby repealed.

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

This the 14th day of February, 2011.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

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

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

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

A RESOLUTION DECLARING

**THE INTENT OF THE CITY OF WASHINGTON TO CONSIDER
CLOSING AND ABANDONING A PORTION OF STEWART PARKWAY
(RESOLUTION OF INTENT)**

WHEREAS, the City Council (Council) for the City of Washington (City) exercises general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits pursuant to North Carolina General Statute § 160A-296 *et seq.*

WHEREAS, North Carolina General Statute § 160A-299 authorizes cities to close public streets and alleys and proscribes procedures for carrying out said authority.

WHEREAS, the City finds it to be advisable and in the public's best interest to conduct a public hearing for the purpose of giving consideration to the closing and abandoning of a portion of Stewart Parkway, said portion consisting of all of that area labeled "Abandoned Portion of Stewart Parkway" as shown on that survey for the City of Washington by Russell Waters dated January 25, 2011 attached hereto and/or available for review in the office of the City Clerk and to which reference is herein made for a more complete and accurate description.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Washington, North Carolina the following.

1) Pursuant to North Carolina General Statute § 160A-299, a public hearing will be held at 6:00 p.m. on the 14th day of March, 2011 in the City Council Chambers, Room 214, of the Municipal Building to consider a resolution that would affect the closing and abandoning of a portion of Stewart Parkway, said portion being more particularly described as follows.

ALL of that area labeled "Abandoned Portion of Stewart Parkway" as shown on that survey for the City of Washington by Russell Waters dated January 25, 2011 attached hereto and/or available for review in the office of the City Clerk and to which reference is herein made for a more complete and accurate description.

2) The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the Washington Daily News, or other newspapers of general circulation in the area.

3) The City Clerk is further directed to transmit by registered or certified mail a copy of this Resolution of Intent to each property owner abutting upon that portion of said Stewart Parkway under consideration to be closed and abandoned.

3) The City Clerk is further directed to prominently post this Resolution of Intent in at least two places along the portion of Stewart Parkway that is under consideration to be closed and abandoned as notice of said public hearing and the consideration being given to close as well as abandon a portion of Stewart Parkway.

This the 14th day of February, 2011.

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

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

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

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

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

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

BID TABULATION

Mark Smith Architect

PROJECT: Washington Festival Park Phase 1
BID DATE: February 8, 2011
BID TIME: 4:30 PM
BID LOCATION: Washington Parks & Recreation Dept
310 W Main St
Suite 200, Peterson Bldg
Washington, NC 27889-1985

| CONTRACTOR NAME | BASE BID |
|----------------------|--------------|
| American Builders | \$146,000.00 |
| A R Chesson | \$173,272.00 |
| Mcseely Construction | \$214,360.00 |
| Stocks & Taylor | \$129,250.00 |
| * WIMCO | \$125,700.00 |
| | |
| | |

* Apparent low bid

The above represents the bids opened and publicly read aloud for the referenced project at the time and place indicated.

Certified:
Mark J Smith
Mark Smith Architect
2020-A Cambria Dr. Greenville, NC 27834 (252) 717-4215 msmithaia@embarqmail.com



INFORMAL CONTRACT

FOR

Festival Park Phase 1
City of Washington Parks and Recreation
Washington, NC

SCOPE OF WORK

Work includes but is not limited to: Site preparation / grading and seeding, permeable paver drives and walkways construction, foundation construction, stairs, ramp and railings construction, erection of pre-manufactured buildings purchased by Owner, electrical service, power and lighting. See schedule of Contract Drawings in the project manual.

NOTICE TO BIDDERS

Sealed proposals for this work will be received by:

Mr. Philip Mobley
310 W Main St
Suite 200 Peterson Bldg
Washington, NC 27889
(252) 975-7224

up to 4:30 PM, on **February 9, 2011** and immediately thereafter publicly opened and read aloud. Complete plans and specification and contract documents can be obtained from

Mark Smith Architect
2020-A Cambria Drive
Greenville, NC 27834
(252) 717-4215

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for Unlimited Building.

Performance bond and payment bond in the full amount of the contract shall be required.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope – **Bid Proposal: Attn: Mr. Philip Mobley**

Festival Park Phase 1
Date
Contractor Name
Contractor License Number

Pre-Bid A pre Bid Conference will be held at the project site **January 31, 2011 at 4:00 pm**. Assemble at the project site.

GENERAL CONDITIONS

GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work, and has satisfied himself relative to the Work to be performed.

MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/Owner. Change orders shall be subject to provisions in the current North Carolina Construction Manual.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work.

CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising there from.

All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable.

SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner or Designer. He shall be responsible for any damage to the Owner's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.

- 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 of Washington and should be so stated in the contract.
- As a part of the bid process, contractor(s) shall submit to the Director of Recreation the following information for evaluation:
 1. OSHA 300 Log results for the past three years
 2. OSHA citations received for the past three years
 3. Experience Modification Factor (Workers' Compensation) for the past three years.
 4. Contractor's written safety program including fall protection policy, personal protective equipment including documentation of training for employees.
 5. Contractor's drug and alcohol misuse prevention program.
- The City of Washington shall have the right to stop work if a condition is observed that is considered to be immediately dangerous to the life or health of a contractor's employee. 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 of Washington 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 of Washington, 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 provide for an open line of communication between both parties.

TAXES

North Carolina Sales Taxes and Use Tax do apply to materials entering into State Work (N.C. Sales and Use Tax Regulation No. 42, Paragraph A), and such costs shall be included in the bid proposal and contract sum.

Local Option Sales and Use Taxes do apply to materials entering into State work as applicable (Local Option Sales and Use Tax Act, Regulation No. 57), and such cost shall be included in the bid proposal and contract sum.

ACCOUNTING PROCEDURES FOR REFUND OF COUNTY SALES & USE TAX

Contractors shall provide the owner a signed statement containing the information listed in G.S. 105-164.14(e) for all materials purchased for the project.

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement from the contractor setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the contractor.

Similar certified statements by his subcontractors must be obtained by the general contractor and furnished to the claimant.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

EQUAL OPPORTUNITY

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The Contractors agree not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

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.

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 limit of \$500,000 bodily injury by accident, \$500,000 bodily injury by disease, \$500,000 bodily injury by disease policy limit.

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.

Business Auto Liability: Coverage shall have minimum limits of \$500,000 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.

Builder's Risk: Contractor shall have all risk coverage with limits of insurance equal to 100% of the completed value of the buildings being constructed for the City of Washington.

Umbrella/Excess Liability: At the option of the contractor, the limits of primary general liability, auto liability and employer's liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage will only be accepted when both primary and excess policies include the coverage and endorsements required herein.

Special Requirements

- The City of Washington 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 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.
- 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.
- It shall be the responsibility of the contractor to see that all subcontractors comply with these requirements.

INVOICES FOR PAYMENT

a. Not later than the fifth day of the month, the contractor shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the contractor and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:

1. Total of contract including change orders.
2. Value of work completed to date.
3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the contractor's work has been satisfactorily completed on schedule, with approval of the owner and the State Construction Office and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
4. Less previous payments.
5. Current amount due.

b. The contractor, upon request of the designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.

c. Prior to submitting the first request, the contractor shall prepare for the designer a schedule showing a breakdown of the contract price into values of the various parts of the work, so arranged as to facilitate payments to subcontractors in accordance with Article 17, Contractor and Subcontractor Relationships. The contractor(s) shall list the value of each subcontractor and supplier, identifying each minority business subcontractor and supplier as listed in Affidavit C, if applicable.

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Mark Smith Architect
2020-A Cambria Drive
Greenville, NC 27834
(252) 717-4215

It is imperative that contract documents, invoices, etc., be sent only to the above address in order to assure proper and timely delivery and handling.

CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the Owner.

GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the owner.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the owner, within the manufacturer's warranty period.

Additionally, the owner may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer and shall fully complete all work hereunder within **ninety (90)** consecutive calendar days from the Notice to Proceed for base bid contract. For each day in excess of the above number of days, the Contractor shall pay the Owner the amount of **two hundred Dollars (\$200.00)** as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner should the Contractor fail to complete the Work within the time specified.

If the Contractor is delayed at anytime in the progress of his work by any act or negligence of the Owner, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by Owner, then the contract time may be reasonably extended in a written order from the Owner upon written request from the contractor within ten days following the cause for delay.

UTILITIES

Owner shall make utilities available such as power and water, and pay utility charges, with connections and extensions by the Contractor.

PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. An authorized agent of the bonding company who is licensed to do business in North Carolina shall countersign all bonds.

HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify and hold the City of Washington, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlement costs, charges, professional fees or other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance thereof that are due to the negligence of the contractor, its officers, employees, agents, subcontractors, or suppliers, not the result of the municipality's sole negligence. The contractor further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

PROPOSAL AND CONTRACT

Festival Park Phase 1, City of Washington Parks and Recreation

Work includes but is not limited to: Site preparation / grading and seeding, permeable paver drives and wa construction, foundation construction, stairs, ramp and railings construction, erection of pre-manufactured bu purchased by Owner, electrical service, power and lighting. See schedule of Contract Drawings in the manual.

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the C Washington for the furnishing of all materials, equipment, and labor necessary to complete the construction work described in these documents in full and complete accordance with plans, specifications, and documents, and to the full and entire satisfaction of the City of Washington for the fixed sum of:

BASE BID: One Hundred Twenty Five Thousand Dollars \$ 125,700⁰⁰
Seven Hundred

Addenda received / work included in proposal:

Addendum # 1 date 1/31/2011
Addendum # 2 date 2/3/2011
Addendum # _____ date _____

Respectively submitted this 8th day of February 2011

WIMCO Corp.

(Contractor

Federal ID#: 56-0523296

By: Darlene T. Moore

Darlene T Moore
Title: Vice President - Finance
(Owner, partner, corp. Pres. Or Vice President)

Witness: _____

Address: P. O. Box 121
Washington, NC 27889

(Proprietorship or Partnership)

Attest: (corporation)

(Corporate Seal)

By: Peggy B Jefferson
Peggy B Jefferson

License #: 3478

Title: ASST. Corp. Sec.
(Corporation Secretary / Ass't Secretary.)

ACCEPTED by

City of Washington

(Agency/Institution)

BY: John T. Conant

TITLE: Interim City Mgr.

DATE: 2/16 2011

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

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

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

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

**RESOLUTION
ESTABLISHMENT AND MAINTENANCE OF THE
STORM WATER DEBT SERVICE & CAPITAL RESERVE FUND**

WHEREAS, there is a need for the City of Washington to reserve funds for the purpose of servicing Recovery Zone Economic Development Bond debt and set aside funds for storm water improvements; and

WHEREAS, the City must meet its obligation to its creditors and bear the cost of storm water improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD THAT:

Section 1. The Governing Board hereby creates a Debt Service/Capital Reserve Fund for the purpose of servicing debt obligations and/or accumulating funds for storm water improvements.

Section 2. This fund will remain operational for a period not to exceed twenty years; beginning March 1, 2011 and ending February 28, 2031.

Section 3. The Board will appropriate for transfer to this fund, annually, operating and/or general revenues in an amount not less than \$400,000 with the exception of FY 10/11 when the transfer will be \$112,654.

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

Adopted this 14th day of February, 2011.

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

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

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

Councilman Mercer stated in August of last year, Council adopted a Capital Project Ordinance for the Storm Water work and in that ordinance Section 3 states that the Capital Outlay on line account numbers 58-90-5710-7400 is \$3,958,000. The Ordinance presented in the Consent agenda suggests that same line item was \$5,000,000. In addition, Councilman Mercer recommended that Section 1 of the ordinance Council was presented with tonight that originally read the following accounts in the Storm Water Capital project be increased or decreased as follows: that it be read that Section 3 of the project ordinance be modified to include the changes in the following accounts and that the \$3,985,000 be placed in there since that is what was adopted. Also, this ordinance should be amended to such Section 2 would read Section 4 of the original project ordinance be modified to show revenues of the \$5,000,000 rather than \$3,958,000 that was in the original ordinance. Mr. Rauschenbach suggested that staff came back in December with the revised number in the amount of \$5,000,000. The \$3,958,000 was the original amount and at the November meeting, Council agreed to expand the project for a little more than \$5,000,000. Mr. Rauschenbach stated he would revisit the dollar amount and Councilman Mercer reiterated making sure the numbers are consistent.

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

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

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

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

Seven local businesses are participating:

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

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

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

**A GRANT PROJECT ORDINANCE FOR
MAIN STREET ENERGY GRANT
CITY OF WASHINGTON, N.C.
FOR FISCAL YEAR 2010-2011**

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

Section 1. The project authorized is for energy efficiency initiatives for small businesses and industries to be financed with federal grant funds.

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

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

| | | |
|-----------------|-------------------|----------|
| 66-60-4930-4500 | Contract Services | \$71,584 |
|-----------------|-------------------|----------|

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

| | | |
|-----------------|---------------------|----------|
| 66-60-3490-2300 | Federal Grant Funds | \$71,584 |
|-----------------|---------------------|----------|

Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant agreements.

Section 6. Funds may be advanced by the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.

Section 7. The Finance Director is directed to report, on a monthly basis, on 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, and to the Budget Officer, and to the 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.

This the 14th day of February, 2011.

s/Cynthia S. Bennett
City Clerk

s/N. Archie Jennings, III
Mayor

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

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

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

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

DISCUSS – SCHEDULING CIP REVIEW FOR 2-28-2011

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

REPORT – ACADEMY STREET

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

ANNOUNCEMENT

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

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

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

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