

The Washington City Council met in regular session on Monday, January 14, 2008 at 4:30 p.m. in the Council Chambers at the Municipal Building. Present were: Judy Jennette, Mayor; Doug Mercer, Mayor Pro tem; Gil Davis, Councilman; Darwin Woolard, Councilman; Archie Jennings, Councilman; Richard Brooks, Councilman; Jim Smith, City Manager; Rita A. Thompson, City Clerk; and Franz Holscher, City Attorney.

Also present were: Carol Williams, Finance Director; Jimmy Davis, Fire Chief; Allen Lewis, Public Works Director; Bobby Roberson, Planning and Community Development Director; Philip Mobley, Parks & Recreation Director; Mick Reed, Police Chief; Keith Hardt, Electric Director; and Mike Voss, of the Washington Daily News.

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

Mayor Jennette recognized Boy Scout Troop #21.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennette added under VI.A. 5. Reimbursement of Training and Equipment Expenses; add VII.B. 6. Early College High School Resolution, add VII.B. 7. Department of Transportation Purchase of Right of Way on Clark's Neck Road. Also, under V.II.B 8, Closed Session, add G.S. 143-318.11(a)(5) Acquisition of property.

Mayor Pro tem Mercer added the following:

- Discussion of the information provided to Council at the last meeting
- Appointment of City Clerk and City Attorney
- Move I.A. and I.D. from Consent for discussion under New Business

On motion of Mayor Pro tem Mercer, seconded by Councilman Woolard, Council unanimously approved the Agenda, as amended.

APPROVAL OF MINUTES

On page 8, second paragraph, "William Cochran" should be "Mickey Cochran." On motion of Councilman Woolard, seconded by Mayor Pro tem Mercer, Council unanimously approved the minutes of December 10, 2007 as amended.

RESOLUTION OF APPRECIATION FOR GREY AND JARL BOWER'S DONATION TO BROWN LIBRARY TRUST FUND

Mayor Jennette read a Resolution of Appreciation for Grey and Jarl Bower's donation of \$10,000 to the Brown Library Trust Fund.

On motion of Councilman Davis, seconded by Councilman Woolard, Council unanimously adopted the Resolution of Appreciation, as follows:

WHEREAS, The City Council of the City of Washington wishes to gratefully acknowledge the donation from the late Grey W. Bowers and husband, Jarl Bowers for their generous gift of \$10,000 to the Brown Library Trust Fund, and

WHEREAS, Jarl Bowers was a lifetime resident of Washington, served in World War 11, and earned a Purple Heart in the Battle of the Bulge; and

WHEREAS, Mr. Bowers later owned Bowers Insurance Agency and dealt with stocks and bonds; and

WHEREAS, Grey Bowers, an accomplished pianist and organ player, was born in Snow Hill and taught home economics in Walstonburg, Bailey, and several years at Washington High School; and

WHEREAS, this donation is a lasting gift in support of literacy and learning; and

WHEREAS, this donation will help people change their lives through reading.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Washington appreciates the Bowers' gift that will serve everyone in the quest for knowledge and lifelong learning.

This, the 14th day of January, 2008.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

CONSENT AGENDA

On motion of Councilman Woolard, seconded by Mayor Pro tem Mercer, Council unanimously adopted the Consent Agenda, as amended:

- A. **Moved to New Business Adopt** – Grant Project Budget Ordinance for CDBG Project #07-C-1698 in the amount of \$970,000 for 6th and 7th Street Revitalization Areas
- B. **Adopt** – Additional Administrative Guidelines and Program Policies for the City of Washington's FY 07 CDBG Community Revitalization Grant #07-C-1698

(Copy attached) Please see Folder*

- C. **Adopt** – Resolution Accepting Vision 100 Grant Project 36237.38.7.1 Land Acquisition and Approach Clearing for Warren Field Airport and Authorize Mayor to execute all grant documents

BLOCK GRANT AGREEMENT **VISION 100**

STATE AID TO AIRPORTS BLOCK GRANT AIRPORT: **WARREN FIELD**
BETWEEN
THE N.C. DEPARTMENT OF TRANSPORTATION
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
CITY OF WASHINGTON PROJECT #: 36237.38.7.1

THIS AGREEMENT made and entered into the 14 day of January, 2008, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and the **CITY OF WASHINGTON**, the owners of **WARREN FIELD** (hereinafter referred to as "Sponsor").

WITNESSETH

WHWERAS, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and

WHEREAS, the Department has received the approval of the Federal Aviation To administer certain Airport Improvement Program Funds in North Carolina under the provisions of the Vision 100 – Century of Flight Authorization Act of 2003, Public Law 108-1765; and

WHEREAS, the Department has approved a grant of funds to the Sponsor for State Block Grant Program (VISION 100) funds.

NOW THEREFOR, the Department and the Sponsor do hereby mutually agree as follows:

1. That the approved scope of this project shall consist of:

LAND ACQUISITION & APPROACH CLEARING

2. That the Grant of funds shall include maximum funding obligations for federal funds which shall be:

State Block Grant Program – VISION 100: \$150,000
(not to exceed 90% of the final total costs)

3. That the funding obligations referenced in (2) above shall be the maximum obligations based on the final cost of eligible work items in the approved project, as certified by the Sponsor
4. That the Sponsor shall promptly undertake the Project and complete all work on the Project no later than **JULY 1, 2011**, unless a written extension of time is granted by the Department.
5. That all work performed on the Project shall conform to the approved scope of work referenced in this Agreement. Any amendments or modifications to the approved scope of work, approved grant amounts, or this Agreement shall not be authorized by the Department unless they are contained in a written modification to the Agreement and fully executed by both the Sponsor and the Department.
6. Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.
7. The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of the Grant.
8. For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.
9. The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver to the contrary.
10. The Sponsor agrees to adhere to and be bound by the Grant Assurances of the Federal Aviation Administration, said Grant Assurances contained in Appendix I of this Grant Agreement. Further, the Sponsor agrees that it shall be responsible to the Federal Aviation Administration, or its designate agent, for enforcement of such Grant Assurances including ay penalties, sanctions, or other actions which

may be legally enforceable for lack of compliance with said Grant Assurances.

11. The Sponsor agrees to comply with the "Sponsor Assurance" contained as part of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

s/Judy Jennette
**JUDY JENNETTE
MAYOR**

ATTEST:

s/Rita A. Thompson
**RITA A. THOMPSON, CMC
CITY CLERK**

RESOLUTION

A motion was made by Councilman _____ and seconded by Councilman _____ for the adoption of the following resolution and upon being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of **\$150,000** has been approved by the Department based on total estimated cost of **\$166,667**; and

WHEREAS, an amount equal to or greater than ten percent (10%) of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE Mayor of the Sponsor be and she hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agree upon modification thereof.

I, Rita Thompson, City Clerk of the City of Washington do hereby certify that the above is a true and correct copy of an excerpt from the minutes of the City of Washington of a meeting duly and regularly held on the 14 day of January, 2008.

This, the 18 day of January, 2008

s/Rita A. Thompson
**RITA A. THOMPSON, CMC
CITY CLERK
City of Washington**

- D. **Moved to New Business Approve** – 2007-08 SRO Operational Agreements for P.S. Jones Middle School and Washington High School
- E. **Accept** – Library Contribution and Adopt Budget Ordinance Amendment to increase transfer to Library Trust Fund (\$10,000)

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2007-2008**

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 \$10,000 in the account Contributions-Brown Library, account number 10-40-3611-8402.

Section 2. That account number 10-00-4400-1102, Transfer to Library Trust Fund, Miscellaneous Non-Departmental portion of the General Fund appropriations budget be increased in the amount of \$10,000 to provide funds for increasing Trust Fund.

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 January, 2008.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

F. Accept – Grant from “Be Active North Carolina” **and** Adopt Budget Ordinance Amendment for PCM Skatepark (\$2,000)

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2007-2008**

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 \$2,000 in the account Be Active N.C. Grant, account number 10-40-3613-3604.

Section 2. That account number 10-40-6130-7400, Capital Outlay, Parks and Grounds portion of the General Fund appropriations budget be increased in the amount of \$2,000 to provide funds for fencing around skatepark.

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 January, 2008.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

- G. Acknowledgement – Reallocation of funding --- General Fund (\$3,075)
- H. FYI – Change Vehicle Color to White for All City Vehicles

Councilman Jennings arrived at this point and is made a part of the minutes.

**DEBBIE ADAMS – EXECUTIVE DIRECTOR OF EAGLE’S WINGS –
REQUEST FOR FUNDS IN 08-09 BUDGET**

Ms. Debbie Adams, Executive Director of Eagle’s Wings, appeared before Council to request funds in the City’s 08-09 Budget. The request is made because of an increase in the number of people they are serving up to 400 families a month and gaining.

Mr. Reggie Baker commented that Eagle’s Wings has been in place for about twenty years, but has recently become more intent and professional in their planning and organization. They have recently purchased the old Johnson Auto Parts building. He asked Council to consider the request.

Mr. Smith stated that he is working with Ms. Adams on having a contribution box for residents to check on their utility statement and donate money towards helping to pay resident’s utilities bills who cannot afford to pay.

ECONOMIC DEVELOPMENT COMMISSION

Councilman Woolard stated that there is not anything crucial at this time, but there are some things in the works that are not public knowledge at this time.

TOURISM DEVELOPMENT AUTHORITY

Ms. Lynn Lewis, TDA Director, stated that the TDA will be hosting a Panel discussion on January 29th at 6:00 p.m. entitled “New Bern As a Tourism Model.”

Ms. Lewis stated some work has been finished at the Civic Center and the building looks fantastic. Marketing efforts for the Civic Center have been kicked up and it has a new website.

HUMAN RELATIONS COUNCIL

Mr. Smith stated the HRC is working on the Pulpit Exchange for February, with fourteen churches participating. Chief Reed’s program that deals with gang violence will be receiving funding. Concern has been raised about the way minority groups, particular Hispanic groups, are being treated in the community, and what steps Council can take to recognize human rights generally.

DOWNTOWN WASHINGTON ON THE WATERFRONT

Mr. Ross Hamory, President of DWOW, stated that Bob Trescott resigned over the holidays. The board met and started a process to find out what they want to do as Downtown Washington on the Waterfront, durable projects, and how they can enhance and leverage with the existing organizations. Mr. Hamory discussed the hiring of directors which have failed, and are rethinking that through. He stated they have a draft list of projects and had considerable discussions about organization. They plan to meet again tomorrow to get down to specifics. They will have a more detailed report at the next Council meeting.

Mr. Hamory stated that DWOW has discussed the Harbor Management Plan, and the need to propose to Council that they formally establish a Waterfront Commission to move the Harbor Management Plan where the City gains regulatory authority over the water.

Councilman Jennings asked if there has been any thought given that some other entity be given the responsibility, a group that could lend itself to that? Mr. Hamory stated that is a discussion they can have. The Harbor Plan is drafted and additional comments are coming in.

The consensus of their discussion are that they need something more on the lines of administrative support, or an Office manager, rather than someone who can close real estate deals on Main Street and also reduce payroll.

PARKING COMMITTEE

Councilman Jennings stated that there are no additional comments on this and he is sure it will be on DWOW's list. He stated we need to keep an eye on the Beaufort County Jail plans which could be an opportunity to address our parking problem.

WARREN FIELD AIRPORT

Mr. Smith stated that an airplane hit a deer at the Airport last weekend. We did get approval from Wildlife to extend the season.

FINANCIAL REPORT

GENERAL FUND

Carol Williams, Finance Director, presented information on the General Fund which followed with a question and answer session.

ENTERPRISE FUNDS

Anita Radcliffe presented information on the Enterprise funds which followed with a question and answer session.

Mayor Pro tem Mercer asked that this info be included in the agenda package.

All Councilmembers expressed that they want to receive the summaries. Mayor Pro tem Mercer also wants the printed long version.

INCREASE IN CABLE RATES

Mayor Jennette informed the Council that the City has been notified that cable rates have increased.

**APPOINTMENT - FIREMEN'S RELIEF – TO APPOINT/REAPPOINT A
PERSON TO FILL THE EXPIRED TERM OF RAYMOND WILLIAMS**

On motion of Mayor Pro tem Mercer, seconded by Councilman Brooks, Council unanimously reappointed Raymond Williams to the Firemen's Relief, term to expire January, 2010.

Council convened for a break and returned at 6:00 p.m.

**PUBLIC HEARING - APPROVE – PRELIMINARY SUBDIVISION AND
SITE PLAN FOR HARBOUR TOWNHOMES, WITH CONDITIONS**

Mr. Roberson stated that the Planning Board had a lengthy discussion about the open space , and it was voted five to one to send the preliminary plat with conditions. The conditions are attached.

Mayor Pro tem Mercer pointed out that it is noted that the street width is not in compliance. Mr. Roberson stated that 24 feet is acceptable provided they provide a sprinkler system on the site. Chief Davis stated that a 26 foot access road is required to any new development. The developers were having a hard time meeting the 26 foot width. The Fire code also allows us to reduce the width of the road if the building is protected by automatic sprinkler system. They will do this so the Fire Department staff authorized the reduction of two feet.

Mayor Jennette stated this is a public hearing.

Mr. Terry Smithwick stated that it will be a multi-purpose design that will incorporate a dry stack marina to house about 200 boats and 200 townhomes. He feels this will be a big benefit to the community.

Mayor Jennette closed the public hearing.

On motion of Councilman Jennings, seconded by Councilman Woolard, Council unanimously accepted the recommendation of the Planning Board and approved the preliminary subdivision and site plan for Harbourside Townhomes, with conditions as set forth in Attachment "A."

Attachment "A"

Re: Site Plan Review – Harbourside Townhomes & Park Boat Company
Marina

Approved with following comments at the TRC meeting on 12-13-07

Public Works Department Comments:

1. Project will be subject to City of Washington Tar-Pam Stormwater Rules.
2. Prior to construction, water/sewer plans must be reviewed/approved.
3. "Streets"/driveway will be private
4. Sanitation services shall be provided by City of Washington. Any proposed dumpster locations need to be shown/approved.

Any questions regarding these comments, please contact Allen Lewis, Director of Public Works at 252-975-9332.

Electric Department Comments:

Call Progress Energy – This City of Washington does not provide power to this project area.

Call Jack Gurkin at 252-975-9344 if you have further questions.

Planning and Development Comments:

1. Include site data

2. Street width is not in compliance with the Manual of Designs and Details; 40 foot easement-24 feet back to back
 3. Roll type curb is to be used throughout the project
 4. Curb and gutter is to be used in the driveway installation
 5. Buffer yard applies through out the project
 6. Sidewalk verses the plank broad walk may be OK
 7. Lot coverage: all the front yards are paved which means the lot coverage has to be under 40%
- Call Bobby Roberson at 252-975-9317 if you have further questions.

Parks & Recreation Comments:

Permission for City of Washington to use boat ramp facilities in emergency situations.

Police Department Comments:

Approved as presented, no comments at this time.

Fire Department Comments:

* Does not meet the minimum road width requirements of NC Fire Code – 26ft. Previous plans
previous plans viewed show 24ft. roads which we would accept due to buildings and rack storage
fire sprinkler protection requirements.

*Any questions regarding these comments, please contact Robbie Rose, Fire Marshal at
252-948-9402.

Inspections Department Comments:

1. Handicap parking locations or provide marked crosswalks.
2. CAMA Major permit required.

Any questions regarding these comments, contact Allen Pittman, Inspections at 252-975-9304.

Councilman Jennings and Mayor Pro tem Mercer commented highly on the use of this property.

PUBLIC HEARING - ADOPT – ORDINANCE PLACING A TEMPORARY MORATORIUM ON ANY DEVELOPMENT LOCATED IN THE PROPOSED HIGHWAY INTERCHANGE OVERLAY DISTRICTS FOR A PERIOD OF ONE HUNDRED TWENTY ONE (121) DAYS

Mr. Steve Moler, a member of the Planning Board, stated that the Planning Board recommended to place a temporary moratorium on any development located in the proposed highway interchange overlay districts for a period of one hundred twenty one (121) days. He stated that the moratorium allows for land use controls at two interchanges to lessen traffic congestion by having a coordinated development system to provide for easy transition coming off the interchanges into the City. The moratorium will allow the board to consider other alternatives in the development patterns around those interchanges. One of the things to note is we care what our City looks like at coming in on Highway 264 and Highway 17. The plan should give us good access and have an attracting appearance.

Mr. John Rodman showed a power point presentation on the development moratorium. The development moratorium allows communities to place a temporary halt on new development so that local officials can examine the impact of proposed development and put measures in place to manage it. Moratoriums enable local planning department to consider issues often associated with sprawl development, such as increased traffic, loss of community character and economic displacement. The moratorium is used to consider how these and

other issues might affect the community and what measures should be adopted to protect the public's interest and the character of the area.

Mayor Jennette stated this is a public hearing.

Ms. Jane Alligood, speaking as a private citizen, stated that her big interest in this is the existing Highway 17. When you come across the Pamlico Tar River Bridge, we have a concrete jungle and we do not want this to happen again. This is important because we need to protect the corridors that bring people into our City.

Mr. Austin Smithwick asked if a new business wanted to come in during the moratorium, what is the process? Mr. Rodman stated that it usually takes large companies four or five months to go through the review process anyway. We cannot issue building permits but they can get a jump start in the review process.

Mayor Pro tem Mercer asked how can a review process be started when you haven't developed the standards? Mr. Rodman stated that as far as subdivisions, they are not changing that process.

Mayor Jennette stated this is geared to new construction. It does include additions.

Mr. Smithwick asked who decides who and what is allowed? He stated that we don't need to isolate them and need to make good decisions and move forward and take the opinion of some of the stake holders.

Mayor Jennette closed the public hearing.

Mayor pro tem Mercer asked how long it would take to develop the standards? Mr. Rodman stated that it should take around 121 days, or you should have a good reason to extend it.

On motion of Councilman Brooks, seconded by Councilman Davis, Council unanimously accepted the recommendation of the Washington Planning Board and adopted an Ordinance placing a temporary moratorium on any development located in the proposed Highway Interchange Overlay Districts for a period of one hundred twenty one (121) days.

ORDINANCE

WHEREAS, Cities may adopt temporary moratoria on any city development approval process required by law, as provided by NCGS 160A-381(d), and;

WHEREAS, the development moratorium is proposed to be more than 61 days and is therefore subject to the notice and hearing requirements established under NCGS 160A364, and;

WHEREAS, any ordinance establishing a development moratorium must expressly include at the time of adoption statements as to why the moratorium is necessary which is as follows:

Statements of Fact
City of Washington Moratorium
US Hwy 17 Bypass Interchange Districts/ Development Controls

1. Statement of the problems or conditions necessitating the moratorium.

- a. As of June 26, 2006, the North Carolina Division of Highways was in the process of acquiring right-of-way for the construction of the US Hwy 17 City of Washington Bypass (Transportation Improvement Project R-2510B) from US 17 south of SR 1149 (Price Road) and US 17 to north of SR 1509 (Springs Road). The construction project will include two (2) interchange areas within the City of Washington's extra-territorial jurisdiction.
 - b. Highway interchanges and the areas that surround them often serve as a catalyst for development. Since the interchange areas are key gateways to the community, design considerations in the area are critically important. The area surrounding the interchange should be subject to an overlay district that creates site design, architecture, signage, parking, landscaping, and lighting standards more stringent than in other areas of the community.
 - c. Growth and development of land uses along the US Hwy 17 Bypass interchange right-of-way including, but not limited to, residential, commercial, industrial, institutional, and public and private, is expected. The Washington City Council finds that interchange areas have specific development pressures and unique conditions that are not found elsewhere in the City. Existing land use control ordinances are not considered adequate to respond to increased development adjacent to the US 17 Bypass Interchange districts.
 - d. There is no alternative to the imposition of a temporary moratorium on development within the US Hwy 17 Bypass Interchange districts to afford the City of Washington an opportunity to develop and adopt adequate land use regulatory controls. Therefore, no alternatives were considered.
2. Statement of the development approvals subject to this moratorium.
- a. This moratorium will apply to all parcels of property, as shown on Beaufort County tax records effective as of November 19, 2007 which are within the City of Washington planning jurisdiction and are located within the proposed US 17 Bypass Interchange Districts as shown on Appendix A and B of this document dated November 20, 2007, as prepared by the City of Washington's Department of Planning and Development. This moratorium shall not apply to any project for which a valid building permit issued pursuant to NCGS 160A-417 is outstanding; to any project for which a conditional use permit application or special use permit application has been accepted by the City of Washington; to development approved pursuant to NCGS 160A-385.1; to development for which substantial expenditures have already been made in good faith reliance on a prior valid administrative or quasi-judicial permit approved by the City of Washington; or to preliminary or final subdivision plats that have been accepted for review by the City of Washington prior to Washington City Council's call for a public hearing to adopt this moratorium. Any preliminary subdivision plat accepted for review by the City of Washington prior to the call by the Washington City Council for the public hearing of this moratorium, if adopted shall be allowed to proceed to final plat approval without being subject to this moratorium.
 - b. The imposition of a moratorium on the issuance of building permits will allow the City to prepare and adopt the land use related controls to regulate such development.

3. Date and time for moratorium termination

This moratorium shall become effective upon adoption (“the Effective Date of this Moratorium”) and shall expire at 11:59 P.M. EST on May 14, 2008 unless extended by the Council. The termination date and time are sufficient to allow time for the City of Washington to complete the Highway Interchange Overlay Districts. Any land use controls imposed as a result of the construction of the US Hwy 17 Bypass interchanges must be coordinated with these districts.

4. Schedule

The following dates provide for the schedule of actions which are to be followed by the City of Washington during the duration of the moratorium to address the problems/conditions leading to imposition of this moratorium:

- a. October 2007 to November 2007 – City of Washington Planning Board will consider proposal for land use control regulatory changes.
- b. November 2007 – City of Washington Planning Board will recommend to City Council the imposition of a temporary moratorium on development within the US Hwy 17 Bypass Interchange districts.
- c. December 2007 – Washington City Council will consider a proposal for a temporary moratorium on development within the US Hwy 17 Bypass Interchange districts to study land use control regulatory changes. The City Council will call for a public hearing on the imposition of a moratorium
- d. January 2008 – Washington City Council will advertise and conduct a public hearing for a temporary moratorium on development within the US Hwy 17 Bypass Interchange districts.
- e. January 2008 to May 2008 – City of Washington Planning Board will research and study the creation and implementation of an interchange overlay district. The process will include a public hearing involving the property owners and assigns of the affected parcels, and other interested members of the public.

Now Therefore Be It Ordained:

The City of Washington finds it necessary for the moratorium in order to provide for orderly growth and development with the anticipation of the new US Hwy 17 By-Pass to be located on the western side of the municipality by coordinating the streets, highways, and interchanges with other public facilities to lessen traffic congestion and to allow for the distribution of population in a manner that will avoid congestion and overcrowding and create conditions essential to the public health, safety and the general welfare of all our citizens by developing an Interchange Overlay District to be consistent with The Comprehensive Plan for current and future development.

Adopted this 14 day of January, 2008

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

Councilman Jennings stated that we need to make the 121 days count and come back with solid recommendations. He asked if there is anything around traffic patterns? Mr. Moler stated that traffic patterns are in different formats. Some people will have to make extra efforts to get to any businesses on Highway 17. Some businesses on Highway 264 will have major design standards. They will be at an elevated side line. He asked Council if they wanted buildings with bid air conditions, or have better appearances?

Councilman Jennings stated that on especially 5th Street, with both ramps loading and unloading on 5th Street, you have to drive to the interchange to get on it and it is the only way to go east and west in Washington, at least on the west side of downtown. His hope is that we can get some kind of planning on how we are going to deal with that now as opposed to waiting to see the problem present itself and then trying to fix it while the road is loaded with tremendous a traffic load.

Mayor Jennette suggested that Paul Newman be called to see how it has been handled in other communities. Councilman Jennings asked that someone reach out to the stakeholders to get some feedback. Mayor Pro tem Mercer stated that his concern is that 121 days is not long enough. He feels that will have to meet more than once a month.

**PUBLIC HEARING ADOPT – TEMPORARY MORATORIUM ON THE
USE OF COMPOSITE – SYNTHETIC SIDING AS A REPLACEMENT
FOR WOOD SIDING ON HOMES LOCATED IN THE LOCAL HISTORIC
DISTRICT**

Mr. Michael Overton stated that they had a resident who requested replacement of wood with composite synthetic siding and it was approved. He felt that some guidelines should be included to prevent this from happening again. He stated that they have no standards and this was a new road for them. They would like to have some design guidelines within their historic preservation guidelines to control this in the future.

Mayor Jennette stated that she thought the historic guidelines stated that if it was a contributing structure you could not use anything but wood. Councilman Jennings stated that he distinctly remembers this issue coming up when the guidelines were reviewed. They went to the State and asked for their feedback. Their response was if you take the siding off an historic home, then you no longer have an historic home. That bound us to what we put in the guidelines. Mr. Rodman stated that we have several homes that have synthetic siding and they are grandfathered in. Mr. Rodman stated it is addressed on an individual basis and allows leeway based on economic conditions, etc.. Since that was done we have set a precedent.

Mayor Jennette stated this is a public hearing.

Mr. Don Stroud, President of the Washington Area Historic Preservation Commission, stated they met and considered this and voted unanimously to ask the Council to issue this moratorium. He stated this has always been in the guidelines and in the present guidelines it is only to replace "like with like." Since this was approved, and if another person was denied, he can sue. He asked Council to adopt this moratorium.

Ms. Dee Congleton stated that she remembered at least three historic commissions discussing this siding. She thought that a good understanding concerning the siding was already in place. A study was undertaken of Edenton, New Bern, and Beaufort and reaching a conclusion based on replacing siding. If we start replacing our wood siding with synthetic siding, at what point do we lose the integrity and value of our historic district and our ranking with the State Historic Preservation designation. She requested that Council adopt the moratorium and concrete wording so that this does not come up before another Historic Commission.

Mayor Jennette closed the public hearing.

On motion of Councilman Jennings, seconded by Mayor Pro tem Mercer, Council unanimously accepted the recommendation of the Washington Historic Preservation Commission and adopted an Ordinance placing a temporary moratorium on the use of composite-synthetic siding as a replacement for wood siding on homes located in the historic district for a period of ninety (90) days.

ORDINANCE

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

WHEREAS, the development moratorium is proposed to be more than 61 days and is therefore subject to the notice and hearing requirements established under NCGS 160A-364, and;

WHEREAS, any ordinance establishing a development moratorium must expressly include at the time of adoption certain statements and information:

Statements of Fact
City of Washington Moratorium
The Use of Composite-Synthetic Siding in the
B-1H (Business) & RHD (Residential) Historic Districts

1. Statement of the problems or conditions necessitating the moratorium.
 - a. In January 2003, the City of Washington's Historic Preservation Commission began an update process on the Historic Preservation Design Guidelines.
 - b. As of March 2005, the City of Washington Historic Preservation Commission and the Washington City Council adopted the completed update of the Historic Preservation Design Guidelines. The guidelines provide a framework for review, systemize the decision-making process and helps the commission function more efficiently.
 - c. The historic district has received increasing requests for the use of composite-synthetic siding as a replacement for wood siding on structures in the historic district. The updated Historic Preservation Design Guidelines failed to provide specific design review requirements for this type of siding.
 - d. There is no alternative to the imposition of a temporary moratorium on the use of composite-synthetic in the B1-H & RHD Zoning Districts in order to establish a policy for the additional protection of historic properties. Therefore, no alternatives were considered.
2. Statement of the development approvals subject to this moratorium.

- a. This moratorium will apply to all parcels of property, as shown on the City of Washington official zoning map effective as of December 1, 2007, that are designated as being located within the B1-H (Business Historic) and the RHD (Residential Historic) Zoning Districts. This moratorium shall not apply to any project for which a valid building permit issued pursuant to NCGS 160A-417 is outstanding; to any project for which a conditional use permit application or special use permit application has been accepted by the City of Washington; to development approved pursuant to NCGS 160A-385.1; to development for which substantial expenditures have already been made in good faith reliance on a prior valid administrative or quasi-judicial permit or approval, or to preliminary or final subdivision plats that have been accepted for review by the City prior to the call for public hearing to adopt the moratorium. Any preliminary subdivision plat accepted for review by the City prior to the call for public hearing, if subsequently approved, shall be allowed to proceed to final plat approval without being subject to the moratorium.
 - b. The imposition of a moratorium on the use of composite-synthetic siding **does not** restrict the sale of property in the historic district, require design approval of interior change or alterations, prevent new construction within historic areas, or restrict design approval for ordinary repair or maintenance of historic structures.
 - c. The imposition of a moratorium on the use of composite-synthetic siding as a replacement siding in the B1-H & RHD Zoning Districts will allow the City time to prepare and adopt a design review policy to regulate the use of this siding.
3. Date and time for moratorium termination

This moratorium will terminate at 12:00 pm, April 12, 2008. The duration of this moratorium is necessary to allow time for the City of Washington's Historic Preservation Commission to complete the review of the 2006 Historic Preservation Design Guidelines on the use of synthetic siding. Any future use of composite-synthetic siding will be coordinated with these guidelines.

4. Schedule

The following dates provide for the schedule of actions, which are to be followed by the City of Washington during the duration of the moratorium to address the problems/conditions leading to imposition of this moratorium:

- a. January 2008 – The Washington City Council will impose a moratorium on the use of composite-synthetic siding as a replacement siding in the B1-H & RHD Zoning Districts.
- b. January 2008 to March 2008 – The City of Washington Historic Preservation Commission will review requirements for use of composite-synthetic siding as a replacement siding in the B1-H & RHD Zoning Districts.
- c. April 2008 – The City of Washington Historic Preservation Commission will advertise and hold a public hearing to consider proposals for use of composite-synthetic siding.

Now Therefore Be It Ordained That:

The City of Washington finds the moratorium necessary in order to provide time for the local Historic Preservation Commission to carefully complete its review of composite-synthetic siding as a replacement for wood siding on historic structures in order to study the effects of using synthetic materials on those structures. The moratorium is imposed to provide a period in which the consideration of the revisions can occur free of concern about potential damage to historic properties.

Adopted this 14 day of January, 2008

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

Mr. Holscher pointed out that it is too late to get an appeal decision since the Historic Preservation acted on it in October.

COMMENTS FROM THE PUBLIC

Mickey Cochran appeared before Council to appeal to Council again to ask that Council have a stop sign installed at McNair and Tenth Street. He observed on December 24th that thirteen cars did not stop at Telfair. He asked Council to finish what they started. Mr. Cochran also asked Council to get the Police to enforce the stop signs and 25 mph speed limit and make it a residential street. Also, he asked that Council be given a copy of a letter received from the City of Greenville on the cost of installing speed humps and/or speed bumps and stop lights at intersections. He stated that a Department Head gave a figure of \$100,000 was given for installing stop lights and \$2600 for a speed bump. The letter from Greenville indicated that the cost of installing a traffic signal is \$22,000 but may vary. He also asked the price of speed humps on the widest residential street which was \$15,000 which is \$11,000 cheaper than quoted here. He told Council that when they called in bureaucrats to help make a decision, it should be accurate. He stated that the only figure he heard in October was \$100,000.

Mr. Cochran thanked Council for their support.

Councilman Jennings asked that the surveillance be duplicated since the time the stop signs were installed. Mayor Pro tem Mercer stated that it appears to him that traffic has slowed down and watching the stop signs. He stated he would ask the Chief to get the police to ride though there more often and cite people. Mayor Jennette asked the City Clerk to check the minutes to see what price was quoted from the City staff on the speed bumps.

Mr. Roger Tuttle, representing the Miracle Mile, stated that several objectives have been accomplished in six years. He stated that he discussed with the previous Mayor the Jim McMullan land. He stated Miracle Mile hired Allison Plat to come up with what they could do. They wanted to put a nature trail on the 177 acres along the Tar River with an observation deck and camp site. A grant was received to buy The Little Mint property but they lost the grant because the owner could not make up her mind. Then they bought the Singleton Property to get onto the 177 acres. He asked for guidance from the City. Now, Councilman Jennings wants to ramp up something about the property. Mr. Tuttle asked for guidance from the Council.

Mayor Jennette told Mr. Tuttle that they asked the Planning Board to look at that property and would like for it to come a park. Councilman Jennings stated this project needs to stay on the front burner and was sent to the Recreation Advisory Board. Mr. Rodman stated they are meeting about this on Thursday.

Mr. Roberson stated that we need to know exactly what we want to do with the 300 acres.

Council Davis stated that you have to have a plan or they won't give you any money. Mr. Tuttle stated that the Tourism Authority and Chamber of Commerce could be put there as a welcoming station to enter into the City of Washington at the Little Mint property. Councilman Davis stated that we need a park master plan before we go any further. He stated that the Recreation Master Plan will be in the Council's hands soon which is very professional and very well done and gives us a lot of options.

A recommendation will be ready at the next meeting.

DISCUSS – QUARTERLY REPORT ON THE PROGRESS FOR THE NORTHGATE SUBDIVISION

Jason Briley stated that he has to sell 32 lots under the grant agreement. He stated Holland Consulting Planning has qualified seven lots living there already for low to mod. He now has to come up with 25 more. He has been working with the Washington Housing Authority to purchase the additional 25 lots for people coming out of their program.

Mr. Holscher asked Mr. Briley has he forwarded the information on the seven lots to the State or provided that to Bobby Roberson so he can forward it to the State so we can get confirmation from the granting agency that they qualify? Mr. Briley stated he just met with them recently and he can get that. He stated he may have one or two more than may come in. Mr. Holscher stated that his office has received a request for Deed of Releases for seven more lots in Northgate. He stated that he understands that the City provided those Deed of Releases to Northgate without any kind of compensation, escrow, etc. He stated that we have gotten so far down this grant cycle that unless this potential conveyance to the Washington Housing Authority is somehow made attractive to them so they will take on twenty lots, that \$250,000, he doesn't know if the Housing Authority is in a position to acquire those lots. He suggested to Council that they require an amount be placed into an escrow account until such time as we receive confirmation from the State that Northgate and the City have performed their obligation. Councilman Woolard pointed out that the WHA Program can be a lengthy process, and is still not a sure thing. Mr. Briley stated he has until the end of the year to do this.

Mr. Briley stated he cannot understand why they have to put money in escrow when there is a lien on all the property. Mr. Holscher stated the State will expect the City of Washington to repay the \$320,000.

Mr. Roberson stated that as of December 31, 2008, the City will owe \$320,000, If we don't get it, all the grant programs will be frozen. He stated we don't have a window to wait.

Mayor Pro tem Mercer asked if we had a promissory note from the Briley's and what is the default date. Mr. Holscher stated that the default date may have come to pass.

Mr. Holscher stated that if the lots go for \$10,000, and the lender will require a release, and the balance is what Council can potentially ask for in

escrow. Mr. Holscher will check on the information and have it at the Committee of the Whole meeting and see what needs to happen.

Mr. Roberson stated that he is hesitant to issue a building permit on a house that is not owned by the developer.

**ADOPT – ORDINANCE TO AMEND CHAPTER 11, ARTICLE III,
TO ADD SECTION 11-63, USE OF PATRICK COCHRAN
MEMORIAL SKATEPARK**

On motion of Councilman Davis, seconded by Councilman Woolard, Council unanimously adopted an ordinance to amend Chapter 11, Article III, to add Section 11-63, Use of the Patrick Cochran Memorial Skatepark.

**AN ORDINANCE TO AMEND CHAPTER 11, PARKS AND
RECREATION
OF THE WASHINGTON CITY CODE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON
NORTH CAROLINA:**

Section 1. That Chapter 11, Article III, Section 11-63 be added as the following:

Sec. 11-63. Use of Patrick Cochran Memorial Skatepark.

(a) Skateboarding, roller skating, in-line skating, and similar activities are prohibited in City parks and recreational facilities unless specifically authorized in areas designated by this section. The Patrick Cochran Memorial Skatepark owned by and located in the City (the "Skatepark") is hereby designated for skateboarding and in-line skating. The boundaries of the Skatepark shall be defined by the signs required by this section.

(b) Within the Skatepark, it shall be unlawful for any person to:

(1) Ride, operate, or use a skateboard or in-line skates unless that person is wearing an appropriate helmet specifically designed for skateboard and/or in-line skating use with a properly fastened chin strap, elbow pads specifically designed for skateboard and/or in-line skating use, and knee pads specifically designed for skateboard and/or in-line skating use, all of which equipment shall be in good repair at all times during use;

(2) Or otherwise violate the rules and regulations for the Skatepark or the provisions of the waiver that is required to be executed prior to entering or using the Skatepark.

(c) All participants are required to execute a waiver from the City before entering the Skatepark and display a decal furnished by the City at all times when using the Skatepark. In addition, the parent, guardian or custodian of a minor is required to execute a waiver from the City before the minor may enter or use the Skatepark.

(d) The Skatepark shall be posted with signs at the following locations:

- (1) At each entrance to the Skatepark; and
- (2) Along the exterior of the Skatepark.

(e) Rules and regulations. All persons entering or utilizing the Skatepark must comply with the rules and regulations established and as amended from time to time by the City for the use of the Skatepark. A copy of said rules and regulations can be obtained from the office of Parks and Recreation and will be posted at the entrance to the Skatepark.

(f) Penalties. Any person who violates a provision of this Section or fails to comply with any of the requirements of this Section shall be guilty of a misdemeanor, may be prosecuted in accordance with N.C. Gen. Stat. §§ 160A-175 and 14-4 and may be punished by a citation for trespassing, a fine not to exceed Five Hundred Dollars (\$500.00) and/or seizure of skating, skateboarding or other equipment.

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

Section 3. This ordinance shall become effective January 14th, 2008.

This the 14 day of January, 2008.

s/Judy Jennette
JUDY JENNETTE

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

**ADOPT – BUDGET ORDINANCE AMENDMENT FOR FBO
SUBSIDY IN AIRPORT FUND (\$28,820)**

Mr. Dolder, Airport Manager, stated that running an FBO (fix based operation) is a challenge, costly and inefficient. They have 100% fueling serviced by personnel. Activities include flight school and they are hoping to have skydiving operations and invest in a bigger airplane. He stated it takes about three to five years to achieve success. Mr. Dolder stated he can only stay if they get subsidies and he has not drawn a salary. He stated they have lost \$6,000 even with the \$50,00 subsidy from the City.

Mr. Smith stated he has analyzed the final reports. His enterprise activities and him not drawing a salary has been confirmed. He stated we need to be more self service, more hangar space, but they have tried to continue on to improve the operations at the Airport.

Mayor Jennette stated she has talked to the County Manager about re-joining forces with the County and get them to be a partner in the Airport because of the drain on our resources. She stated it has made progress but she don't want it to become a financial drain to the City.

Councilman Davis thought it was a good idea to discuss it with them.

Councilman Jennings stated that he has a problem with repaying an operating loss but he understands it. He would preferred if we appropriate the

\$28,820, we increase the amount of the next six monthly payments to allow for the \$5,900. In other words, we allocate the \$5,900 over the next six months and then we are basically increasing the subsidy rather than going back and paying.

Mayor Pro tem Mercer stated that one of the major points of contention is the cost of fuel and what you sell it for. Why are we locked into a contract that costs us so much for fuel when apparently other people have a better contract?

Mr. Smith stated that basically, our cost is high because we buy in small quantities. We do have a program that anticipates going from tanking to self service, eliminating the tank trucks and negotiating a termination of the existing contract or a modification. Mr. Smith stated that Mr. Dolder has agreed to allow us to continue getting a larger part of the markup on fuel, but it means that we are buying fuel for the rest of the year and selling fuel for the rest of the year. We buy the fuel and he dispenses it at ten cents a gallon. As of the end of the first year, he would have purchased the fuel and we would have gotten the ten cents a gallon. Mr. Smith felt that it is better to leave it alone and see how it ends up at the end of the year.

After discussion, on motion of Councilman Woolard, seconded by Councilman Brooks, Council unanimously adopted a budget ordinance amendment in the amount of \$28,820 in the Airport Fund for the FBO subsidy.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2007-2008**

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 \$28,820 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That account number 10-00-4400-3700, Transfer to Airport Fund, Miscellaneous Non-Departmental portion of the General Fund appropriations budget be increased in the amount of \$28,820 to provide funds for FBO Subsidy.

Section 3. That the Estimated Revenues in the Warren Field Airport Fund, be increased in the amount of \$28,820 in the account Transfer from General Fund, account number 37-90-3397-1000.

Section 4. That account number 37-90-4530-4550, Contract FBO, Subsidy portion of the Airport Fund appropriations budget be increased in the amount of \$28,820 to provide funds for extension of agreement.

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 14th day of January, 2008.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita T. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

Councilman Jennings stated that he would like to see some printed expectations around how things will progress so that we won't get to every annual review and have to adjust the numbers. Mr. Dolder stated that an airport the size of Warren Field can never be a money maker.

APPROVE – TRANTERS CREEK RV PARK AGREEMENT

Mr. Lewis stated that we are between 50% and 55% of our capacity now and this will tie up less than 2%. If he brought all 520 units in, plus the pool house, you are looking at 65,000 gallon per day which is still a little less than 2%. Mayor Pro tem Mercer questioned changing this from a 3" meter to a 4" meter and Mr. Furlough has not been asked if that additional cost is acceptable to him. Mr. Smith stated there is not a change in the meter size. He drafted it like it was a water contract with a 2" meter and then going to a 3". His sewer line is a 4" sewer line. It's not a change in the provision, it's fixing of the language. Mayor Pro tem Mercer asked the difference in a 3" line and a 4" line. Mr. Smith stated there is no 3" line. Mr. Lewis stated that a sewer tap is a 4" tap, no difference in the cost.

On motion of Councilman Woolard, seconded by Councilman Jennings, Council unanimously approved the Mayor to execute the sewer extension agreement with Tranters Creek RV Park subject to final review of the agreement by the City Attorney.

***Note: Contract was not finalized at the meeting. See final contract in Contract Book and 1-14-18 folder**

DISCUSS – CODE OF CONDUCT STATUS REPORT

Mr. Smith stated that is no comparable version of a Code of Conduct for North Carolina. He stated that the Institute of Government will work with the City on establishing a model Code of Conduct. Councilman Jennings questioned what are we trying to do? Mr. Smith stated that we want to establish a framework to avoid disputes and resolving them as they occur among Council, Mayor, City Manager, and Department Heads.

POLICE AGREEMENT

Mr. Smith stated that new police officers are equipped by the City with their gear and the City spends money on training. In this proposed agreement, if they leave before 24 months, they have to reimburse the city. Some of the language has been cleaned up. If an officer is terminated, we have the flexibility to go either way so that is not included. Mayor Pro tem Mercer questioned the City still paying for training if he is let go. Councilman Davis stated that once BLT classes are paid for, they are paid for and non-refundable. Chief Davis stated that most training is tuition exempt, and it's all centered around salaries.

After discussion, on motion of Councilman Woolard, seconded by Councilman Brooks, Council unanimously approved the Agreement for reimbursement of training and equipment expenses.

**AGREEMENT FOR REIMBURSEMENT
OF TRAINING & EQUIPMENT EXPENSES**

THIS AGREEMENT FOR REIMBURSEMENT OF TRAINING AND EQUIPMENT EXPENSES (this "Agreement") is made as of the ____ day of _____, 20____ by the City of Washington, North Carolina ("City") and _____ ("Applicant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Recitals. The parties recite the following facts.
 - a. Applicant has applied to the City for employment as a police officer, a position for which Applicant lacks the specific training and equipment that is necessary and/or legally required in order to fulfill the proper conduct and duties associated with said position. Applicant hereby acknowledges that the City is committed to incurring substantial expenses on behalf of Applicant in order to provide said specific training and equipment to Applicant in the event the City employs Applicant.
 - b. In light of the above commitment on the part of the City to incur said expenses, Applicant acknowledges that it would be inequitable and cause economic hardship to the City if Applicant either i) fails to satisfactorily complete said training, ii) chooses not to continue Applicant's employment with the City after the completion of said training, or iii) leaves Applicant's employment with the City within the Continued Employment Period provided for hereinafter, all of which the City recognizes may occur and/or that Applicant is free to do at any time.
 - c. Applicant hereby agrees to reimburse the City, as more specifically provided for hereinafter, in the event Applicant either i) fails to satisfactorily complete said training, ii) chooses not to continue Applicant's employment with the City after the completion of said training, or iii) leaves Applicant's employment with the City within the Continued Employment Period provided for hereinafter.

Any such payment by Applicant to the City as provided for herein shall constitute reimbursement to the City for said expenses it incurs on behalf of Applicant, but shall not constitute a penalty or damages.

2. Non-Recoverable Equipment. If the City employs Applicant, the City shall provide Applicant with custom fit uniforms and certain specialized equipment ("non-recoverable equipment").
3. Training. If the City employs Applicant and so long as the City continues to employ Applicant, the City shall provide Applicant with any necessary, professional training to serve as a police officer through a fully accredited basic law enforcement training program and/or departmental field training program, depending upon Applicant's qualifications at the time of initial employment. "Pre-Certification Training", as used herein, shall mean and refer to the period of time spent in basic law enforcement training while employed with the City.

4. Continued Employment Period. If Applicant is employed by the City as a police officer and continues such employment for a Continuous period of twenty-four (24) months following Completion of In-Service Field Training (the "Continued Employment Period"), this Agreement shall automatically terminate, and neither party shall have any further obligations to the other under this Agreement. "Continuous", as used herein, shall mean and refer to Applicant's employment with the City as a police officer after Completion of In-Service Field Training, uninterrupted by any factor other than illness, injury, military leave, approved vacation, or other good cause (as determined in the sole discretion of the City) for fourteen (14) days or less. "Completion of In-Service Field Training", as used herein, shall mean and refer to Applicant's completion of the in-service field training following any required Pre-Certification Training.

5. Reimbursement for Training and Equipment Expenses.

a. Calculation of Reimbursement for Training and Equipment Expenses. If Applicant shall fail to satisfactorily complete said training, including Pre-Certification Training or In-Service Field Training as may be required, or, during the Continued Employment Period, shall fail, for any reason, to complete Continuous employment as described in Section 4 hereinabove, Applicant shall reimburse to the City an amount equal to Training and Equipment Expenses (as defined below) incurred by the City with respect to Applicant. "Training and Equipment Expenses" shall mean the following expenses, as may be amended from time to time consistent with the then current, respective amounts:

- (i) Pre-Certification Training
(100% of salary paid during said training period) _____
- (ii) In-Service Field Training
(50% of salary paid during said training period) _____
- (iii) Non-recoverable Equipment Expenses _____
- TOTAL _____

For each full month of Continuous employment with the City during the Continued Employment Period, Training and Equipment Expenses, for the purposes of calculating the amount of reimbursement, shall be reduced by one twenty-fourth (1/24).

b. Repayment Terms. If Applicant is required to reimburse the City for Training and Equipment Expenses under this Agreement, reimbursement shall be payable in twenty-four (24) substantially equal consecutive monthly installments, due on the first (1st) day of each month, beginning on the first (1st) day of the calendar month immediately after Applicant's separation from employment with the City, and continuing until the entire indebtedness is fully paid. To secure Applicant's obligations under this Agreement, Applicant shall execute and deliver to the City a promissory note substantially in the form shown on Schedule A, which is attached hereto and incorporated herein by reference. In the event Applicant is employed by the City during said Continued Employment Period and completes Continuous employment as provided in Section 4 above, the Note shall be endorsed by the City as being fully paid and satisfied as well as marked void and shall be delivered to Applicant as such.

6. At-Will Status Unaffected. The parties acknowledge that, in the event the City employs Applicant, the employment relationship shall be and shall remain AT-WILL. Irrespective of the provisions contained in this Agreement, it is distinctly and expressly understood and agreed by the City and Applicant that (i) the duration of employment, if employment is offered to Applicant, is unspecified and either party may terminate the employment relationship with or without cause and without notice; (ii) this

Agreement does not create any expectation, covenant, guaranty, promise, warranty, or right as to or in continued employment or job security; and (iii) this Agreement does not create or vest any rights or expectations in Applicant with respect to Applicant's potential, continued, or future employment with the City.

7. Miscellaneous Provisions.

- a. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- b. Binding Effect and Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives. This Agreement and the schedule hereto contain the entire agreement and understanding of the parties with respect to the transactions contemplated hereby; and this Agreement and the schedule hereto supersede all prior understandings and agreements of the parties with respect to the subject matter hereof.
- c. Amendment, Modification and/or Supplement. The parties may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplements are reduced to writing and signed by the parties or their successors in interest.
- d. Gender and Number. Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.
- e. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- f. Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue.
- g. Non-waiver. No waiver of any term or condition of this Agreement by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

(Applicant is encouraged to seek the advice of an attorney before signing this legally binding Agreement.)

IN TESTIMONY WHEREOF, witness our signatures as of the date first above written:

SCHEDULE A

PROMISSORY NOTE

US _____
_____, 20_____

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of the CITY OF WASHINGTON, NORTH CAROLINA, its successors and

assigns ("Note holder"), in lawful money of the United States of America, the principal sum of _____ AND 00/100 DOLLARS (\$ _____), or so much as may be advanced under the terms of this Note and that certain Agreement for Reimbursement of Training & Equipment Expenses ("Agreement") entered into between the parties, which Agreement is incorporated by reference as if fully set forth, together with no interest thereon. All installments of principal shall be payable at 102 E. Second Street, Washington, NC 27889, or at such other place as Note holder may designate to Borrower in writing from time to time.

Commencing on the first (1st) day of the month after the Employment Termination Date (as hereafter defined), principal shall be repaid in twenty-four (24) substantially equal consecutive monthly installments. The "Employment Termination Date" shall be the date that Borrower is no longer employed by the City as a police officer consistent with and as more specifically provided for in said Agreement.

This Note secures the obligations of Borrower to the City under said Agreement. Reference is herein made to said Agreement, and all amendments and supplements thereto for a description of the rights, duties and obligations of Borrower and the rights of Note holder with respect thereto.

Following an Event of Default (as hereinafter defined), Note holder may, at its option, declare the entire principal balance to be immediately due and payable. It shall be an "Event of Default" under this Note if either: (1) any principal or other amount of money due under this Note is not paid in full when due and Borrower fails to cure such delinquency within ten (10) days after notice is given to Borrower of Borrower's failure to make such payment when due.

Without limiting any rights or remedies of Borrower on default and acceleration, judgment may be confessed by Borrower through its attorney-in-fact. Borrower hereby constitutes and appoints any attorney employed by _____, any of whom may act as its true attorney-in-fact in its name, place and stead on the occurrence of an Event of Default under this Note. Borrower's attorney-in-fact may confess judgment against Borrower in the General District Court of Beaufort County, North Carolina, or in any other court of proper jurisdiction for all unpaid principal and interest on this Note, plus costs, expenses and attorney's fees as specified in this Note on the occurrence of any Event of Default. Borrower hereby ratifies and confirms the acts of each such attorney-in-fact as if those acts were done by Borrower.

Borrower may prepay the principal amount outstanding in whole or in part without the payment of penalties or premiums.

Acceptance by Note holder of any payment in an amount less than the amount then due on any indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of an Event of Default.

Borrower waives notice of maturity, presentment for payment, demand, protest, and notice of protest, notice of nonpayment and notice of dishonor, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or any other document securing this Note). Borrower waives the benefit of all homestead and similar exemptions as to this Note. Borrower submits (and waives all rights to object) to non-exclusive personal jurisdiction in the state of North Carolina and venue in Beaufort County, North Carolina, for the enforcement of any and all obligations under this Note.

Borrower agrees to pay a late charge of five percent (5%) of any installment due under this Note if paid more than ten (10) days after its due date.

All notices, requests, demands and other communications required or desired to be given hereunder shall be in writing and shall be deemed to have been given: (i) when personally delivered, (ii) two (2) days after mailed by first class mail, postage prepaid, addressed as follows (to the extent applicable for mailing), or (iii) the next "Business Day" (as hereafter defined) after sent by regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with carrier, made for the payment of such fees, addressed as follows (to the extent applicable for overnight delivery).

To Borrower _____

or to such other address as may be furnished in writing for such purposes. For the purposes of this Note, "Business Day" shall mean any day other than a Saturday, Sunday or legal holiday in the state of North Carolina.

If Note holder retains an attorney in connection with any default or at maturity to collect, enforce or defend this Note or any other document securing this Note, in any lawsuit or any reorganization, bankruptcy, arbitration or other proceeding, then Borrower agrees to pay to Note holder, in addition to principal, interest and other sums owing to Note holder, all reasonable costs and expenses incurred by Note holder in trying to collect this Note or in any such suit or proceeding, including reasonable attorney's fees.

A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

This Note shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

No failure by Note holder to exercise and no delay by it in exercising any right, power, or privilege under this Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies under this Note are cumulative and not exclusive of any rights or remedies provided by law.

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

IN WITNESS WHEREOF, this Promissory Note has been duly executed by the undersigned Borrower.

Borrower _____

**ADOPT – BUDGET ORDINANCE AMENDMENT FOR
RECREATION - POOL REPAIRS (\$22,250)**

On motion of Councilman Woolard, seconded by Councilman Jennings, Council unanimously adopted a budget ordinance amendment for the Recreation Department's Aquatic Center Division for Pool Repairs in the amount of \$22,250.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2007-2008**

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

Section 1. That account number 10-00-9990-9900, Contingency, portion of the General Fund appropriations budget be decreased in the amount of \$22,500 to provide additional appropriations for Aquatic Center equipment replacement.

Section 2. That account number 10-40-6126-7400, Capital Outlay, Aquatic Center portion of the General Fund appropriations budget be increased in the amount of \$22,500 to provide funds for pool heater and dehumidifier replacement.

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 January, 2008.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

APPROVE – DEPARTMENTAL ROSTER FOR THE YEAR 2007

On motion of Councilman Jennings, seconded by Councilman Brooks, Council unanimously approved the Department Roster for the Year 2007.

**ADOPT – RESOLUTION AUTHORIZING THE MAYOR TO SIGN
NCDOT MUNICIPAL AGREEMENT FOR BRIDGE INSPECTION**

Mayor Pro tem Mercer pointed out in the resolution in the fifth paragraph, "nor" should be "not."

On motion of Councilman Woolard, seconded by Councilman Brooks, Council unanimously adopted a Resolution authorizing the Mayor to sign the NCDOT Municipal Agreement which provides for the inspection of bridges in the City of Washington.

**AUTHORIZING RESOLUTION BY CITY COUNCIL OF THE CITY OF
WASHINGTON NORTH CAROLINA**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE MUNICIPAL
AGREEMENT**

The following resolution was introduced, and Council Member Woolard moved that it be adopted. The motion was seconded by Council Member Brooks, and, upon being put to a vote, the resolution was unanimously carried,

WHEREAS, the City of Washington has requested the Department of Transportation to perform certain work under the federal-Aid Highway Bridge Replacement and Rehabilitation Program, said work to consist of the inspection and analysis of all public bridges on the Municipal Street System in the City of Washington; and

WHEREAS, the City of Washington proposes to enter into an agreement with the North Carolina Department of Transportation for said work wherein the Department of Transportation or a Consulting Engineering firm retained by the Department of Transportation will inspect and prepare the necessary reports for all public bridges on the Municipal Street System in accordance with the National Bridge Inspection Standards; and

WHEREAS, under the proposed agreement the Federal Highway Administration shall reimburse the Department of Transportation for eighty (80) percent of the cost of the work subject to compliance with all applicable federal policy and procedural rules and regulations; and

WHEREAS, under the proposed agreement the City of Washington shall reimburse the Department of Transportation for all cost of the work incurred by the Department of Transportation nor paid by the Federal Highway Administration; and

NOW THEREFORE, BE IT RESOLVED that the agreement for the herein above referenced bridge inspection work is hereby formally approved by the City of Washington and the Mayor and Clerk of this Municipality are hereby empowered to sign and execute the required agreement between the City of Washington and the Department of Transportation.

This resolution was passed and adopted this 14th day of January 2008, in the City of Washington, North Carolina.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

RIGHT OF WAY – CLARKS NECK

Mr. Lewis stated this is in reference to the Clarks Neck Bridge Project at Pitt-Beaufort County line over Tranters Creek. They need some additional right of way for the project. It would be \$7,400 for the right of way.

On motion of Councilman Woolard, seconded by Councilman Brooks, Council unanimously approved the right of way agreement for the Clarks Neck

Bridge Project at the Pitt-Beaufort County line over Tranters Creek in the amount of \$7,400.

**ADOPT – GRANT PROJECT BUDGET ORDINANCE FOR CDBG
PROJECT #07-C-1698 IN THE AMOUNT OF \$970,000 FOR 6TH AND 7TH
STREET REVITALIZATION AREAS**

Mayor Pro tem Mercer questioned “the cost will be spread over two calendar years at \$120,000”...assuming that is \$60,000 a year. The budget ordinance amendment calls for the \$120,000 in this year, why? Mr. Roberson stated that is a CDBG requirement that says you can divide it into two years. Ms. Williams stated it is a capital project and the ordinance is in existence during the life of the project.

On motion of Councilman Woolard, seconded by Councilman Davis, Council unanimously adopted a Grant Project Ordinance in the amount of \$970,000 for the 6th and 7th Revitalization areas, under the Community Development Block Grant Program, awarded by the Division of Community Assistance to the City of Washington.

**A GRANT PROJECT ORDINANCE FOR CDBG COMMUNITY
REVITALIZATION
CITY OF WASHINGTON, N.C.
FOR FISCAL YEAR 2007-2008**

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 the improvements of water and sewer, land acquisition, and housing rehabilitation for low to medium income residents located in the 6th and 7th Street target area to be financed by a Community Development Block Grant.

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

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

54-60-4930-0400	Administration	\$54,600
54-60-4930-4500	Rehabilitation	438,400
54-60-4930-4501	Clearance Activities	15,500
54-60-4930-4502	New Residential Construction	45,000
54-60-4930-7100	Acquisition	59,500
54-60-4930-7300	Water Improvements	75,795
54-60-4930-7301	Sewer Improvements	<u>281,205</u>
		\$970,000

Section 4. The following revenues are anticipated to be available to complete this project:

54-60-3470-0000	Grant Funds	\$850,000
54-60-3980-1000	Transfer from General Fund	<u>120,000</u>
		\$970,000

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

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

Section 7. The Finance Director is directed to report, on a monthly basis, 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 January, 2008.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

**APPROVE – 2007-08 SRO OPERATIONAL AGREEMENTS FOR P.S.
JONES MIDDLE SCHOOL AND WASHINGTON HIGH SCHOOL**

Mayor Pro tem Mercer referred to item 1.2 and he asked Mr. Holscher and they concluded it should be “law enforcement agency” not “law enforcement officer.” Chief Reed will make the changes.

On motion of Councilman Woolard, seconded by Mayor Pro tem Mercer, Council unanimously approved the SRO Operational Agreements for Washington High School and P.S. Jones Middle School, with suggested changes

	<u>North Carolina</u>	<u>Washington High</u>
Beaufort County School		2007 - 2008
		<u>Year</u>

OPERATIONAL AGREEMENT

WITNESSETH:

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

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

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

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

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

1.0 Administration and Control

- 1.1 The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision and control is expressly delegated under the terms and conditions of the Agreement.
- 1.2 The Law Enforcement Officer shall take the lead in the hiring process with the principal or his designee serving as a member of the interview team.
- 1.3 A Resource Officer shall be a certified officer.
- 1.4 While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the Resource Officer normally possesses. While on duty at a school location, the Resource Officer shall respond to the day to day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the Washington City Police Department. Resource Officer shall, for personnel and administrative purposes, remain under control of the Washington City Police Department, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverage's provided by the Beaufort County.
- 1.5 LAW ENFORCEMENT AGENCY shall not utilize a Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.
- 1.6 Throughout the term of this Operation Agreement, BOARD shall pay the LAW ENFORCEMENT AGENCY in quarterly payments in the amount of **\$9,459.50** (includes salary, benefits, uniforms) due and payable on the first day of the month, in the second month of each quarter, for the Resource Officer assigned to work in the Beaufort County Schools.

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

- 2.1 Should have three (3) years of law enforcement experience;
- 2.2 Prefer experience in working with youth;
- 2.3 Shall possess a sufficient knowledge of the applicable Federal and State Laws, including the Juvenile Code of North Carolina, County Ordinances, and Board of Education Policies and Administrative Regulations;

- 2.4 Shall be capable of conducting in-depth criminal investigations;
- 2.5 Shall possess even temperament and set a good example for school students;
- 2.6 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

3.0 Duties of Resource Officer

- 3.1 To provide law enforcement services to the School System at assigned school locations in accordance with terms of this agreement.
- 3.2 To counsel school students in special situations, such as student suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;
- 3.3 To answer questions that students may have about North Carolina criminal or juvenile law, and to make classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;
- 3.4 To assist other law enforcement officers with outside investigations concerning students attending the school to which Resource Officer is assigned;
- 3.5 To work (10 months) on the school calendar schedule of the Beaufort County Schools as duly adopted each year; and
- 3.6 To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session;
- 3.7 Coordinated traffic and security at all athletic events and social functions on school premises for the school to which the Resource Officer is assigned.
- 3.8 Resource Officer has the right and obligation to decline to participate in an activity/event that would violate department or state procedures.

4.0 Chain of Command

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

5.0 Duty Hours

- 5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the school to which the officer is assigned. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.
- 5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at assigned school with a schedule worked out jointly with Resource Officer and Principal of the school throughout the year (10 months), or for minimum of seven and one-half (7 ½) hours per day on average, or a minimum of forty (40) hours each week on average, in the event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of

the Officer's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.

6.0 Training/Briefing

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

7.0 Uniforms, Equipment and Weapons

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

8.0 Transporting Students

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

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

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

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

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2007 through June 30, 2008, when it shall terminate, by and between the Beaufort County Board of Education, hereinafter referred to as "BOARD", and the Washington City Police Department, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

S/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

North Carolina
Beaufort County
School

P.S. Jones Middle

2007 - 2008

Year

OPERATIONAL AGREEMENT

WITNESSETH:

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

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

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

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

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

5.0 Administration and Control

- 5.1 The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision and control is expressly delegated under the terms and conditions of the Agreement.
- 5.2 The Law Enforcement Officer shall take the lead in the hiring process with the principal or his designee serving as a member of the interview team.
- 5.3 A Resource Officer shall be a certified officer.
- 5.4 While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the Resource Officer normally possesses. While on duty at a school location, the Resource Officer shall respond to the day to day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the Washington City Police Department. Resource Officer shall, for personnel and administrative purposes, remain under control of the Washington City Police Department, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverage's provided by the Beaufort County.
- 5.5 LAW ENFORCEMENT AGENCY shall not utilize a Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.
- 5.6 Throughout the term of this Operation Agreement, BOARD shall pay the LAW ENFORCEMENT AGENCY in quarterly payments in the amount of **\$ 9,459.50** (includes salary, benefits, uniforms) due and payable on the first day of the month, in the second month of each quarter, for the Resource Officer assigned to work in the Beaufort County Schools.

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

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

7.0 Duties of Resource Officer

- 7.1 To provide law enforcement services to the School System at assigned school locations in accordance with terms of this agreement.

- 7.2 To counsel school students in special situations, such as student suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;
- 7.3 To answer questions that students may have about North Carolina criminal or juvenile law, and to make classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;
- 7.4 To assist other law enforcement officers with outside investigations concerning students attending the school to which Resource Officer is assigned;
- 7.5 To work (10 months) on the school calendar schedule of the Beaufort County Schools as duly adopted each year; and
- 7.6 To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session;
- 7.7 Coordinated traffic and security at all athletic events and social functions on school premises for the school to which the Resource Officer is assigned.
- 7.8 Resource Officer has the right and obligation to decline to participate in an activity/event that would violate department or state procedures.

8.0 Chain of Command

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

5.0 Duty Hours

- 5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the school to which the officer is assigned. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.
- 5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at assigned school with a schedule worked out jointly with Resource Officer and Principal of the school throughout the year (10 months), or for minimum of seven and one-half (7 ½) hours per day on average, or a minimum of forty (40) hours each week on average, in the event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.

12.0 Training/Briefing

- 12.1 Resource Officer shall attend training and briefing sessions as required by the LAW ENFORCEMENT AGENCY. Coordination of meetings between school personnel, the Resource Officer and Commanding Officers in the LAW ENFORCEMENT AGENCY may

be scheduled as required or needed for the exchange of information and coordination of efforts.

- 12.2** Resource Officer shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Department. The BOARD may provide training in Board of Education policies, regulations and procedures.

13.0 Uniforms, Equipment and Weapons

- 13.1** Resource Officer shall be required to wear Departmental issued uniforms, and to use departmental equipment and weapons, which shall be the responsibility of the LAW ENFORCEMENT AGENCY to provide. BOARD shall reimburse LAW ENFORCEMENT AGENCY for the cost of providing uniforms for the Resource Officer, as appropriate.
- 13.2** Access to an air-conditioned and properly lighted office, which shall contain a telephone, which may be used for general business purposes.
- 13.3** A location for files and records which can be properly locked and secured.
- 13.4** A desk with drawers, a chair, worktable, a filing cabinet and office supplies.
- 13.5** Reasonable access to a typewriter and/or secretarial assistance.
- 13.6** A radio or walkie-talkie (school based) or pager for the Resource Officer as to avoid using the radio frequency of the LAW ENFORCEMENT AGENCY.

14.0 Transporting Students

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

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

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

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

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2007 through June 30, 2008, when it shall terminate, by and between the Beaufort County Board of Education, hereinafter referred to as "BOARD", and the Washington City Police Department, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
Rita A. Thompson, CMC
CITY CLERK

**MEMO – BEAUFORT COUNTY HOSPITAL LIFESTYLES
FITNESS CENTER BILLING ERROR CREDIT**

Mr. Smith stated that he heard from Anita earlier that we are just going to give them credit against all the hospital accounts until the credit is used up. Mayor Jennette asked if we need a motion. Mr. Smith stated that this is our normal policy, but it is not normally this large. Mr. Holscher stated that if this is the City's normal policy, but Council can make a motion could be made saying this is how you will handle it.

Councilman Davis asked if the Hospital is agreeable to this? Mr. Smith stated that they were notified. . . they followed up with a question about interest, and he has received no further reply.

Mayor Pro tem Mercer stated that the discussions we had last month were we asked the Manager to ask the Hospital about crediting *all* utilities and as far as he knows, each time he has asked, the Manager indicated that he has not offered them full utility credit, you offered them water and sewer utility credits only. He stated that we asked the Manager to do something and he has not done it. Mr. Smith stated that actually he did. He stated that he started to run an analysis to see what it would take to borrow money from the Electric Fund, what the markup is on the Electric Fund, and what we heard from Anita tonight is that there is no markup on the Electric Fund this year. There is no margin to take advantage of by giving a credit to the Electric Fund. To the extent that would, because there is so little fund balance.....

Mayor Pro tem Mercer that he is being told that we are buying electricity for \$1.00 a kilowatt and we are selling it for \$1.00 a kilowatt, that he doesn't believe that. Mr. Smith stated that our total cost is \$1.00 per kilowatt and our total revenue is one dollar and one-tenth of a cent per kilowatt. Mayor Pro tem Mercer stated that as he understands it, we buy electricity and we have roughly a 20 cent markup so if we buy \$1.00 worth of electricity, we sell it for \$1.20. Mr. Smith added...which covers our non-power costs. Mayor Pro tem Mercer stated that he understands that 20 cents goes to something else, but there is a heck of a markup there. The point he has made is if we credit the electric, you have a differential of 20% between what you buy it for and what you sell it for, that is a savings to the City, and he don't understand that.

Councilman Jennings stated that what you are saying is that total cost of goods sold is greater than...? Mr. Smith stated that it is net, net, net....the total cost of goods sold is equal to our income, about 1.3% ...Anita reported on it earlier. On \$34 million dollars, there is \$87,000 worth of markup.

Councilman Jennings, replying to Mr. Mercer's point. . . . were our margins more on the order of 20%, that logic would hold true. Mr. Smith answered yes. Mr. Smith stated that we have about 14,000 different electric utility customers, about 7,000 water and sewer customers so I don't know how you justify borrowing money from people who do not have a relationship to each other, but that's beside the point.

Mayor Pro tem Mercer stated that his concern is (1) he is getting lost in the numbers, and (2) he thought we asked the Manager to do something and in his opinion the Manager did not do what we asked him to do. Mr. Smith stated you asked me to run a comparison of the margins and there is no margin. Councilman Davis stated that is not what we asked you to do. He stated we asked him to offer them all the utilities. Mayor Jennette stated that we did not do that, we asked him to do a comparison, not offer that.

Mayor Pro tem Mercer stated that at the end of the conversation about the margins, Councilman Jennings or Councilman Davis said, let's offer them all utilities and if they don't take all utilities, offer them a lump sum payment upfront. He stated that if that's incorrect, he apologizes. If that's correct, the Manager didn't do what we ask him to do. (The minutes will be checked).

Councilman Jennings stated that Mayor Pro tem Mercer has two points on his mind, (1) direction, but we can have a discussion about that, and (2) as far as repayment of the bill, it seems the practical thing to do is proceed on the course that we have charted with water and sewer. It would be nice if we had the margins to have an alternative but practically we don't.

Councilman Jennings moved that we proceed along the lines of a water and sewer credit for thirteen months which will repay the bill. Councilman Woolard seconded the motion. Mayor Pro tem Mercer voted no –Motion carried by majority vote.

The Hospital will be told this is what we are doing whether they agree or not. Mr. Smith stated he apologized if he misunderstood.

EARLY SCHOOL RESOLUTION

On motion of Councilman Davis, seconded by Councilman Woolard, Council unanimously adopted a Resolution of support for Establishing an Early College High School in Beaufort County.

RESOLUTION OF SUPPORT FOR ESTABLISHING AN EARLY COLLEGE HIGH SCHOOL IN BEAUFORT COUNTY

WHEREAS, the City of Washington recognizes that educated citizens build a stronger community and economy; and

WHEREAS, the City of Washington acknowledges that Beaufort County – like most of the counties in North Eastern North Carolina – suffers from a depressed economy; and

WHEREAS, the proposed Early college High School, which is to be initiated by the Beaufort County Schools on the campus of Beaufort County Community College, will encourage and empower high school students to simultaneously attain both a high school diploma as well as an Associate's Degree or two years of transferable college credits with no tuition costs; and

WHEREAS, this proposed Early College High School will mirror similar schools throughout the state and nation by providing smaller classes and more individualized teaching; and

WHEREAS, this proposed Early College High School is specifically designed to decrease the number of high school dropouts in Washington and Beaufort County; and

WHEREAS, this proposed Early College High School will offer both parents and students in Washington and Beaufort County another education option; and

WHEREAS, the Washington City Council knows that Washington's children are the city's most valuable resource;

NOW, THEREFORE, BE IT RESOLVED by the Washington City Council to wholeheartedly endorse the Early College High School initiative being put forth by the Beaufort County Schools and Beaufort County Community College.

THIS THE 14TH DAY OF JANUARY, 2008.

s/Judy M. Jennette
**JUDY M. JENNETTE
MAYOR**

DOT SUB-COMMITTEE FORMED

On motion of Councilman Jennings, seconded by Councilman Davis, Council unanimously agreed to form a DOT sub-committee consisting of the City Manager, Mayor and Mayor Pro tem Mercer.

MAYOR PRO TEM MERCER – ADDED ITEMS

Mayor Pro tem Mercer stated he would like to bring up some other items. He stated that he appreciated the items the Manager sent to him last month at his request.

1. **Overtime Report** – Mayor Pro tem Mercer stated that when he looked at the overtime report for one of the pay periods in December, the City paid \$18,880 in overtime to 86 people. When you look through the list, you find that 8 people got over \$6,000 of the overtime, or 9% of the people got 32% of the overtime. He stated that he went to the annual overtime report and found that we have one employee that is making more overtime than all the other people in that particular sub-category. He went to the Personnel Policy and it states that a department head shall attempt to give comp time instead of paying overtime. The only fallacy with that is that comp time has to be taken in the same pay period. He stated he would like to have the Manager review this whole issue of overtime to see if there are ways to reduce that and it would seem to him that one of the ways would be to change the Personnel Policy so that the comp time can not only be taken in that time period, but the next time period, having the option of about four weeks to schedule the comp time rather than paying overtime.
2. **Organizational Chart** - Mayor Pro tem Mercer stated that he found that we have five police unit supervisors and only four assistant police unit supervisors, and he is curious as to why we have a five-four split. He stated that in the Fire Department we have only two people listed as engineers but we are paying overtime to three engineers. He stated he would like to have an organizational chart for all the departments (can be a hand drawing).
3. **Appointment of City Clerk and City Attorney** – Mayor Pro tem Mercer requested that the appointment of the City Clerk and City Attorney be listed on next month's agenda. He stated he has no

problem with the people doing the job. City Clerk Rita Thompson stated that Municipal Code had advised us to revise the City Code years ago to eliminate the "time period." These positions are appointed as required by State Statute with no designated time period. Mayor Pro tem Mercer stated he had no problem with that.

4. **Reset the Clock-** Mayor Pro tem Mercer requested that the clock be reset to the correct time and use it as the official clock.

COUNCILMAN DAVIS – ADDED ITEM

Councilman Davis stated that he wanted some clarification on employees with outside jobs. He stated we have some employees who do outside work and it doesn't appear to show up in the information we have on the payroll. He stated he would like to know if it is not included, such as Electricity's, etc. that is done on City time. Mr. Smith stated that they do not get paid for it if it's on City time. Councilman Davis stated that they use to. He stated we had a problem one time with a previous employee that happened to.

Mayor Jennette stated that if they work outside they are supposed to get permission. Councilman Jennings stated it should be on their own time. Mr. Smith stated that if they are on the City clock, they don't get compensated by anyone else. If they are not on the City clock, they get permission to do it.

POLICE AGREEMENT – CONTINUED FOR FURTHER DISCUSSION

Mr. Holscher asked Council to look at the Police Agreement and asked Council to revisit it since it was passed as written. Under paragraph 3 Training, "If the City employs applicant and so long as the City continues to employ applicant, the city shall provide applicant with necessary professional training."

On motion of Councilman Jennings, seconded by Councilman Woolard, Council unanimously approved the change as recommended by Mr. Holscher.

CLOSED SESSION – UNDER G. S. 143-318.11 (A)(3) ATTORNEY/CLIENT , G.S. 143-318.11(a)(5) LAND ACQUISITION AND G.S. 143-318.11 (A)(6) PERSONNEL

On motion of Councilman Woolard, seconded by Mayor Pro tem Mercer, Council unanimously agreed to go into closed session under G. S. 143-318.11(a)(3) Attorney/Client Attorney and (5) Land Acquisition, and (6) Personnel.

On motion of Councilman Woolard, seconded by Mayor Pro tem Mercer, Council unanimously agreed to come out of closed session.

BOB TRECOTT – RELEASE OF EMPLOYMENT

On motion of Councilman Jennings, seconded by Mayor pro tem Mercer, Council accepted the Release and Acceptance of Bob Trescott as Executive Director of DWOW and receive transitional severance.

LIST OF CITY EMPLOYEES WHO DRIVE CITY VEHICLES HOME (COUNCILMAN DAVIS)

Councilman Davis – Requested a list of all City employees who drive vehicles home.

SET AGENDA DEADLINE (MAYOR PRO TEM MERCER)

Mayor Pro tem Mercer – Requested that a deadline be set for getting agenda items in, instead of receiving so many handouts at the meeting. He stated we should abide by a deadline.

On motion of Councilman Woolard, seconded by Councilman Jennings, Council unanimously adjourned the meeting until Monday, January 28, 2008 at 4:30 p.m.

Rita A. Thompson, CMC
City Clerk