The Washington City Council met in a regular session on Monday, July 28, 2014 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

Also present were: Matt Rauschenbach, Administrative Services Director/C.F.O.; Stacy Drakeford, Police & Fire Services Director; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Keith Hardt, Electric Utilities Director; Lynn Wingate, Tourism Director; Gloria Moore, Library Director; Susan Hodges, Human Resources Director; John Rodman, Community & Cultural Resources Director; Kristi Roberson, Parks & Recreation Manager; David Carraway, IT Director; and Tony Black, Washington Daily News.

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

**APPROVAL OF MINUTES:**

By motion of Councilman Mercer, seconded by Councilman Beeman, Council approved the minutes of July 14, 2014 as presented.

**APPROVAL/AMENDMENTS TO AGENDA:**

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council approved the agenda as presented.

**RECOGNITION: SOFTBALL TOURNAMENT WINNERS:**

Mayor Hodges and League President, Neal Dixon presented certificates to the following Softball Tournament Winners:

**Washington 8U All-Stars**
*District 6 Champion, State Tournament Runner-Up and Southeast Regional Tournament Runner-Up*

Shaelee Chrismon, Erin Everett, Savannah Hale, Kirbi Case, Melanie Rutledge, Katherine Pollock, Ava Shae Mizell, Ana Clare Roberson, Peyton Youmans, Haley Hedgepeth, Sophie Purser, Lilly Davis

Coaches: Riley Youmans, George Everett, Tony Chrismon

**Washington 10U All-Stars**
*District 6 Champion and State Tournament Runner-Up*

Mary-Morgan Beeman, Laci Campbell, Kipper Case, Savanna Craft, Hannah Daniel, Abby Gardner, Mary Emma Holscher, Cierra Linton, Sydney O’Neal, Olivia Paszt, Leah Spencer, Emma Tucker

Coaches: Larry Beeman, Beau Daniel, Kevin Spencer
Washington 12U All-Stars
District 6 Champion, State Tournament Champion and Southeast Regional Runner-Up

Summer Campbell, Abbigail Tucker, Sydney Keech, Lily Wright, Desiree Maurizzio, Macy Main, Emerson Davis, Kaylee Elks, Abby Pippin, Grace Paszt, Courtney Cutler
Coaches: Dallis Tucker, EJ Paszt, Stacey Pippin

Washington 16U All-Stars
District 6 Champion

Samantha Sheppard, Jordan Pierce, Danielle Duckwall, Alyssa McLawhorn, Sarah Lynch, Catie Dority, Karley Little, Kaley Coltrain, Sarah Alligood, Kaitlyn Ivey, Hailey Harris
Coaches: Greg Dority, Walker Lynch, Melissa Nicholas

CONSENT AGENDA:
By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the consent agenda as presented.

A. Approve – Purchase Orders >$20,000
   ➢ Requisition # 14875, $21,849, to Ilderton Dodge (State contract) for passenger van to replace vehicle #522, account 30-90-8100-7400.
   ➢ Requisition # 14877, $51,042, to Old Dominion Brush Co. for 2 leaf vacuums, account 38-90-4710-7400.
   ➢ Requisition # 14870, $51,887.61, to Piedmont Truck Center (State contract) for a F750 truck to replace #454, account 10-20-4510-7400.

COMMENTS FROM THE PUBLIC: REVEREND DAVID MOORE
Reverend David Moore addressed City Council regarding the three homes Metropolitan has under construction at Keyslanding. He explained that the curb cuts were put in before construction started and the curb cuts are in the wrong place. Reverend Moore requested the City pay for curb cuts in the amount of $3,960. He further noted that the first house will be closing possibly this week or next week at the latest.

Mayor Pro tem Roberson inquired if anyone had applied for driveway permits and Reverend Moore responded ‘no’. Did the construction company put in the drive way cuts and Reverend Moore said ‘yes’ and that no one ever spoke with him about the driveway location. Mayor Pro tem Roberson requested Reverend Moore provide Council with a history on how the process has worked on prior housing development projects. Reverend Moore said normally the curb cuts aren’t made until the house is already constructed, because that way you will know where the driveway is located. It is normally pretty simple but he feels the contractor jumped the gun by not having the proper communication with everyone involved. Mayor Pro tem Roberson asked Public Works Director, Allen Lewis if we can leave the existing curb cuts as is and then go over and construct the new cuts? Mr. Lewis stated this is not a policy he is familiar with as we don’t normally have two curb cuts. Mayor Pro tem Roberson inquired if it would be a code violation if we go forward and construct the proposed driveway (violation of the driveway permit to leave the existing curb cut and cut a new one).
Mr. Lewis stated as long as the two curb cuts are not too close together, there would not be a problem, but we still encounter the cost installing the curb cut. Mayor Pro tem Roberson asked what is the estimated cost and Mr. Lewis stated $3,960, which includes removing the three existing curb cuts and to re-pouring three new ones.

Councilman Brooks asked Reverend Moore if the City would remove the current curb cuts and replace with new curb cuts, would he help with the financial part. Reverend Moore noted that Metropolitan is providing all construction financing (approximately $400,000 invested now). Councilman Brooks inquired if Metropolitan can reimburse the City of Washington once houses sell and Reverend Moore stated this arrangement would not really help him. Reverend Moore said if he doesn’t meet his deadline then the penalty to the City is to repay the $75,000.

Councilman Mercer inquired if the extension went until June 30, 2016 and Mr. Alligood said ‘yes’. Representatives from the NC Department of Commerce are receptive to refunding the City the $25,000 we have already paid; if we can close the grant out before the end of this year. Furthermore, we are on hold for the next two payments of $25,000. Councilman Mercer asked Reverend Moore what is the selling price of the homes and Reverend Moore said roughly around $169,900.

Mayor Pro tem Roberson requested clarification on the rule of procedures because the way he understands it Council can’t vote on the request tonight. Mr. Alligood explained in order to vote tonight, Council will need four (4) affirmative votes.

Councilman Brooks made the motion for the City to fix the curb cuts if Reverend Moore agrees to reimburse the City $1,320 per house when each one of the three homes is sold. Motion failed for lacked of second. ($1,320 x 3 = $3,960)

Councilman Pitt commented it is very important we get this project completed. He suggested if fixing the curb cuts would expedite having the project completed by the end of November, then he would prefer that we seek another way to fund this cost other than charging the cost back to each home.

By motion of Councilman Pitt, seconded by Mayor Pro tem Roberson, it was proposed the City seek another way to fund the removal and replacement of the curb cuts other than a charge back to each home. Motion failed by 2-3 vote: Councilman Beeman, Brooks, and Mercer opposing.

Discussion followed with members of Council and Mayor Hodges trying to understand how the problem occurred in the first place and how it failed to be addressed until now. Council suggested that the contractor should have flipped his plans before starting anything and then the City and Metropolitan would not be in this situation. Reverend Moore agreed.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, it was proposed the City would fix the curb cuts if Reverend Moore agrees to reimburse the City $1,320 per house when each one of the three homes is sold ($1,320 x 3 = $3,960).

Discussion: Councilman Beeman inquired if there is a guarantee the City would recoup the $1,320 per home if Reverend Moore agrees to this proposal. Mr. Holscher explained it would come out of closing proceeds of sale. Councilman Mercer expressed concerns regarding the Memo of Understanding, Deed of Trust, or a Promissory Note on those properties voicing would we not have to modify those documents that are in place. Mr. Holscher explained he did not see a need to modify those documents. Councilman Mercer suggested every time the developer has a problem they run to the City to b...
PUBLIC HEARING ON ZONING: NONE

PUBLIC HEARING – OTHER: NONE

SCHEDULED PUBLIC APPEARANCES:
PATTY PEEBLES, OPTIMIST CLUB OF WASHINGTON – LEAGUE AGREEMENT

Mr. Alligood explained we received correspondence from Patty Peebles requesting Council consider/preview the Optimist Club request regarding the League Agreement, most specifically referencing increasing rates from $25 to $30 per participant. Councilman Brooks stated Parks and Recreation will be looking at new events this year. Mayor Pro tem Roberson inquired how much money did Parks and Recreation lose last year and Mr. Alligood stated approximately $1.2 million. Mayor Pro tem Roberson stated in light of the deficit in Parks and Recreation he is in favor of the increase. Kristi Roberson, Parks and Recreation Manager explained that under the current agreement, the Leagues are not allowed to charge above $25 for each participant. If you charge more than $25 per participant then you have to pay fees that are associated with the facilities that you use.

By motion of Councilman Beeman, seconded by Councilman Brooks, Council agreed to allow an increase in the fee charged by the Optimist Club from $25 to $30 and to change the sport agreement accordingly with no revision to require payment of a fee to the City for the fall soccer program.

Councilman Mercer expressed his concern regarding the agreement we have in place and noted there is substantial cost to the City to operate this program. Councilman Mercer said now we are giving the league the authority to increase their fee with no additional compensation to the City. Councilman Beeman explained the increased fee is to cover the increased cost of the uniforms and their referees.

Mr. Alligood requested Council consider making the sport agreement go to $30 for all leagues since this is the start of the fiscal year. This would prevent other leagues having to coming before Council with the same request. Councilman Beeman noted that different leagues have different expenses and other leagues may have a different request. Mr. Holscher noted the sport agreement currently written is written for all leagues. If Council is talking about revising that agreement the motion is to revise it for soccer only and the current agreement for all other leagues will remain the same and subject to future revision upon request.

Motion restated: By motion of Councilman Beeman, seconded by Councilman Brooks, Council agreed to allow an increase in the fee charged by the Optimist Club from $25 to $30 and to change the sport agreement accordingly with no revision to require payment of a fee to the City for the fall soccer program.

NOON ROTARY – “LITTLE FREE LIBRARY”

Mr. Spencer Stanley with Noon Rotary explained the organization had met with the Parks & Recreation Advisory Committee in June and July about placing a “Little Free Library” site near the new dock masters station. This will be a small box that will hold approximately 30 books.

Mr. Stanley suggested they have plans to include 4-5 more boxes around the City over the next year and they have not identified the other locations yet. Councilman Pitt asked if the books are donated and Mr. Stanley replied ‘yes’.

By motion of Councilman Beeman, seconded by Mayor Pro tem Roberson, Council agreed to install the “Little Free Library” near the new dock masters station.

CORRESPONDENCE AND SPECIAL REPORTS:

DISCUSSION – GRANT UPDATES: NO COMMENTS
CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA
JULY 28, 2014

DISCUSSION – PROJECT UPDATES:

Councilman Mercer inquired if the Lighthouse had been completed and Mr. Alligood stated they are very close “we are on the punch list”. Community & Cultural Resources Director, John Rodman stated they now have a Conditional Certificate of Occupancy. There are some issues with sidewalks. The two granting agencies are supposed to be here this week to do their final inspection.
DISCUSSION – JACK’S CREEK UPDATES:

(memo from Allen Lewis, Public Works Director) At the July 14, 2014 Council meeting, Council asked staff about the pump station operations at Jack’s Creek in general and the fish that were introduced in the creek to help with the hydrilla and other vegetation in the creek.

On June 23, 2014, NC Wildlife Resources staff delivered forty-two (42) triploid grass carp with passive integrated transponder tags. These carp were introduced to the creek on the west side of the Brown Street bridge, just off East 4th Street. The carp were between 11”-14” long. They all appeared to do well in the transfer from the tank in which they were transported, to the creek.

On a daily basis when no precipitation is expected, the stormwater pump station is operated such that the water level in the creek is kept approximately 1.5’ below sea level. Prior to an anticipated significant rain event, the creek is normally pumped down to approximately 2’ to 2.5’ below sea level with the newly installed submersible pump. The four (4) large, 150 horsepower, 23,000 gallons per minute (GPM) pumps are set to come on automatically as the level in the creek rises from stormwater runoff. The first pump will come on automatically when the creek reaches approximately 1.3’ below sea level. The other pumps come on automatically at half foot intervals if the creek continues to rise. In other words, the second pump will automatically come on at approximately 0.8’ below sea level, the third at approximately 0.3’ below sea level and the fourth at approximately 0.2’ below sea level.

Mr. Alligood noted the carp have not been in the creek very long (less than a month) and we are continuing to spray under the current contract to keep the algae down. Mr. Alligood stated staff would need time to see how the carp work out (they need time to eat).

On a daily basis when no precipitation is expected, the stormwater pump station is operated such that the water level in the creek is kept approximately 1.5’ below sea level. Prior to an anticipated significant rain event, the creek is normally pumped down to approximately 2’ to 2.5’ below sea level with the newly installed submersible pump. The four (4) large, 150 horsepower, 23,000 gallons per minute (GPM) pumps are set to come on automatically as the level in the creek rises from stormwater runoff. The first pump will come on automatically when the creek reaches approximately 1.3’ below sea level. The other pumps come on automatically at half foot intervals if the creek continues to rise. In other words, the second pump will automatically come on at approximately 0.8’ below sea level, the third at approximately 0.3’ below sea level and the fourth at approximately 0.2’ below sea level.

Normally, staff is not called to monitor the pump station unless a second pump automatically comes on in order to keep overtime at a minimum. However, when staff knows that it’s only a matter of time before they are called in anyway, they take it upon themselves to report to the pump station. For example, on the evening of July 3, 2014, when we started to receive rainfall as a result of hurricane Arthur, staff came in before the second pump ever came on. Fortunately, this storm did not produce much street flooding at all due to less than anticipated rain amounts and staff reporting to work early.

As a result, even though the winds from hurricane Arthur pulled the tide down extremely low, low enough for the flood gates to open, we did not manually crank the flood gates open completely. This was because the ‘town side’ of the creek was at a manageable level with the pumps and flood gates opening on their own. As a reminder, the flood gates start to open on their own when the level in the river is 6” below the water level on the upstream side of the pump station.

Mr. Alligood noted the carp have not been in the creek very long (less than a month) and we are continuing to spray under the current contract to keep the algae down. Mr. Alligood stated staff would need time to see how the carp work out (they need time to eat). Discussion was held regarding the pumps in Jack’s Creek and when and/or how they operate. Mr. Alligood stated there have been conversations internally to determine if it would be prudent to open those gates, but the concern staff has with that is, the debris that moves back and forth from the river because there are no screens that would protect the trash from flowing into the river. Mayor Pro tem Roberson suggested let’s put the...
screens up and Mr. Alligood voiced that is only one of the concerns. Also, leaving it open will not allow the City with all the protection required when there is anticipation of a weather event. Mr. Alligood stated staff recommends allowing the carp some time to work to see if that will help with the duckweed.

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE

APPOINTMENTS: TO WASHINGTON ELECTRIC UTILITIES ADVISORY BOARD & HISTORIC PRESERVATION COMMISSION

Councilman Pitt requested to postpone the Washington Electric Utilities Advisory Board appointment until August 11, 2014.

By motion of Councilman Beeman, seconded by Mayor Pro tem Roberson, Council appointed Mary Pat Musselman to the Historic Preservation Commission, to fill the expired term of Jerry Creech, term to expire June 30, 2017.

OLD BUSINESS:
ADOPT – BUDGET ORDINANCE AMENDMENT IN THE WATER FUND – RELOCATION OF WATER LINES ($67,532)

City Manager, Brian Alligood explained this budget ordinance amendment is to fund the agreement that City Council entered on January 24, 2011 with NCDOT for relocation of water lines for the US 17 construction project. This project included the widening of US 17 north of Washington which necessitated the relocation of an existing City water line within NCDOT right of way along US 17 between Spring Road (SR 1509) and Cherry Run Road (SR 1001). At that time, the estimate for this work was $131,120, as noted in the agreement. The actual cost was considerably less.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council adopted a budget ordinance amendment in the water fund for the relocation of an existing water line associated with the US 17 widening project north of Washington.

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

Section 1. That the following accounts of the Water Fund revenue budget be increased by the respective amounts indicated to pay for DOT provided utility improvements:

30-90-3991-9910 Fund Balance Appropriated $67,532

Section 2. That the following accounts of the Water Fund appropriations budget be increased by the respective amounts indicated:

30-90-6610-5205 DOT Payments $67,532

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 28th day of July, 2014.

ATTEST:
s/ Cynthia S. Bennett s/Mac Hodges
City Clerk Mayor

NEW BUSINESS

ADOPT – RESOLUTION TO ACCEPT A GRANT FROM NCDOT TO FUND APPROACH SURVEYS & ANALYSIS OF RUNWAYS 5/23 & 17/35 ($11,366)

Mr. Alligood stated this is the NCDOT Aviation grant to do the approach survey and analysis of runways 5/23 and 17/35. This is the City’s matching contribution of $1,263, or 10% of the total $12,629 total project cost.
Councilman Mercer inquired if the City needs to have the survey other than to determine if the trees are an obstruction. Mr. Alligood noted he understands we need to have the survey for them to do the new threshold on the runway and it must be certified. Councilman Mercer stated his concern is when you paint the threshold. Mr. Lewis stated they will not paint the threshold until after the survey is done.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council adopted the resolution to accept a grant in the amount of $11,366 from the North Carolina Department of Transportation to fund the approach surveys and analysis of runways 5/23 and 17/35.

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**BLOCK GRANT AGREEMENT**

**NON PRIMARY ENTITLEMENT FUNDING**

**STATE AID TO AIRPORTS BLOCK GRANT**

**BEETWEEN**

**THE N. C. DEPARTMENT OF TRANSPORTATION, AN AGENCY OF THE STATE OF NORTH CAROLINA AND**

**CITY OF WASHINGTON**

THIS AGREEMENT made and entered into this the 20th day of August, 2014, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and the CITY OF WASHINGTON, the owner of WARREN FIELD (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, 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 this Chapter; and

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the FAA Modernization and Reform Act of 2012; and

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non Primary Entitlement Funds.

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

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

**APPROACH SURVEYS & ANALYSIS OF RUNWAYS 5/23, 17/35**

2) That the Grant of funds shall include maximum funding obligations for Federal Funds which shall be:

   State Block Grant NFE Program: $11,366 (not to exceed 80% 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, 2016 unless a written extension of time is granted by the Department.
RESOLUTION

A resolution was made by the Washington City Council for the following resolution, and upon being put to a vote was duly accepted:

WHEREAS, a Grant of Improvement has been approved by the Department based on a total estimated cost of $12,000.00 and

WHEREAS, an amount equal to or greater than $12,000.00 of the total estimated project cost has been appropriated by the Sponsor for the Project.

NOW, THEREFORE, BE IT RESOLVED THAT the Sponsor is hereby authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the terms of the obligations incurred under this Grant Agreement as may mutually agree upon execution thereof.

(Names and Titles)

(Signed)

As hereby certify that

the City Clerk

(Title)

is true and correct copy of the minutes of the

City Council Meeting

held on the day of

In the City of

WASHINGTON, NORTH CAROLINA

JULY 28, 2014

Page 4 of 11

SECTION A - SPONSOR'S ASSURANCES, GENERAL CONDITIONS

A.1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is performed on property which has an assessment or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction or assessment. This condition does not apply to planning projects.

A.2. The Sponsor agrees to grant the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A.3. The Sponsor agrees to ensure, maintain, and control the Airport in such a manner as would ensure safe and reasonable facilities on a minimum of every 30 days following the date of this Agreement and shall make the records of this Agreement available to the Department upon request. If the Sponsor is the owner of the property, such action is to correct safety deficiencies may be brought to its attention by the Department.

A.4. The Sponsor agrees to notify the Department of any land usage, facilities constructed, or equipment acquired under this Agreement that may not be sold, leased, or otherwise transferred from the control of the Sponsor without written consent of the Department.

A.5. The Sponsor agrees to the sale and/or transfer of any land, facilities constructed, or equipment acquired under this Agreement shall be consistent with the Department in a manner acceptable to the Department and in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A.6. In the event such property is not used for the purposes of this Agreement, the Sponsor shall, either by the acquisition and retention of property interest, the sale or transfer, or by appropriate land EEXCING or annexation, prevent the construction of any object which may create an obstruction to air navigation under the appropriate category of Federal Air Regulations Part 77, 14CFR 77.

A.7. In the event such property is not used for the purposes of this Agreement, the Sponsor shall retain the use of land adjacent to or in the immediate vicinity of the Airport and permitted to develop and use property in a manner that is consistent with the use of property interest, in fee or condominium.

A.8. Terminal building space constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space or space constructed for personal use, or charge fees for the use of such space, without the written approval of the Department.
SECTION II: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B.1. The Airport shall comply with all requirements of the State Aid for Airports Program Guidance Handbook (first edition, January 1997).

B.2. It is the policy of this State to encourage and promote participation by disadvantaged minority owned and women-owned businesses (MBE and WBE) in contracts or subcontracts by the Department pursuant to GC 10A-18A-5 for the planning, design, construction, construction, design, or maintenance of State transportation facilities, and in the procurement of materials for those projects. All those agencies, institutions, and political subdivisions shall cooperate with the Department in the procurement of materials from small businesses that are disadvantaged minority owned and women-owned businesses in those contracts. This section is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of the contract for state funds. The Department shall provide written notice to the contractor if there is any reason that any portion of these requirements are not met by the Department in the advertising, award, and administration of all contracts, and require the same for all subcontractors, sub-subcontractors, or sub-accounts.

The MBE/WBE program is governed by O.C.G.A. 12-8B.10 and administered in accordance with Title 13A, Chapter 63, Subchapter D, Section 1111.1112 of North Carolina Administrative Code 11NCAC 03.1700.

B.3. The Sponsor shall submit draft plans and specifications, or approved plans, for the project for review by the Department prior to advertising for the Project. The Sponsor must be required to submit a detailed set of plans and specifications prior to permit Regasification Concessions and Notice to Proceed. Any (AC-ZINC/CON-01) for the Engineering and Design process. A draft of the developed plans shall be submitted by the Sponsor to the Department in a format.

Planning Process:
1. Initial Planning Submittal – All Plans: Plans, Drawings, Submittals, and all other pertinent information – electronic copy PDF format. Paper copies, if requested, shall only be held for plan checks.
2. Final Submittal – All Plans: Plans, Drawings, Submittals, and all other pertinent information – electronic copy PDF format. Paper copies, if requested, shall only be held for plan checks.
3. All Plans, Specifications – PDF Format. Any item of the plans shall be delivered in its original electronic format (i.e. Microsoft Word, Excel, AutoCAD...) if required by the Department.
4. Addenda and Drawings – electronic copy PDF format and AutoCAD or Microstation format. Paper copies, if requested, shall only be held for plan checks.

Contraction Process:
1. Final Design Submittal (i.e. 30%, 40%, 90%, ...) – Plans, Drawings, Technical Specifications, and related construction documents and engineering report – electronic copy PDF format. Paper copies, if requested, shall only be held for plan checks.
2. Final Design and Issue the Bid: Submittal – Plans, Drawings, Technical Specifications, Standard Construction Documents, Owner’s Project, and Bid Book – Any element of the documents shall be delivered in electronic format (i.e. Microsoft Excel and PDF format) and AutoCAD or Microstation format and Paper copies, if requested, shall only be held for plan checks.
3. All Addenda: Record Drawings:
   a. Contract Documents (Plans and Drawings, Technical Specifications) – electronic copy PDF format and AutoCAD or Microstation format and Paper copies, if requested, shall only be held for plan checks.
   b. Technical Specifications – electronic copy Microsoft Word and PDF format
   c. Final Engineering Report – electronic copy PDF format unless otherwise requested.

B.4. Addenda shall be in accordance with Section 13A-1.94. No following bid opening or final contract negotiations, the Sponsor shall submit the Project Concessions and Notice to Proceed (AVI-COM/CON-01) request along with the bid calculations in the Department for review. The Department shall either accept or reject the request, including the required or the transfer of the Sponsor’s Employment of any work contract within the applicable state laws. Approval shall be communicated via a Contractual Requirements Letter sent directly to the Sponsor.

B.5. All contractors who bid or submit proposals for contracts in connection with this project must submit a statement of non-discrimination to the Sponsor.

B.6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concessions and Notice to Proceed" (AVI-COM/CON-01) is executed by the Sponsor’s Representative and the Department or alternate written approval by the Department.

B.7. The Sponsor shall submit quarterly status reports (AVI-COM/STATUS-01) to the Department, when requested, and shall immediately notify the Department of any significant changes in the completion of the project.

B.8. The Sponsor shall notify the Department of any significant changes in the completion of the project, including any changes in the completion of this project.

B.9. The Sponsor shall notify the Department within 30 days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of all requirements by the Department.
C.4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDCGT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all construction/development costs incurred by the Department according to the Department's reimbursement schedule.

B. Payments will be made in the form of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Payment will be made provided the following requirements have been met:

1. The Grant Agreement has been executed and a Project Complainant (AV-CSCU/AV-90-93) issued.

2. The Project has been approved by the appropriate environmental agencies.

3. The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/08) accurately reflecting costs to date.

4. The initial and revised AV-BUDGET/P-08 shall be approved by the Department. Each revised AV-BUDGET/P-10, the Sponsor shall provide the following documentation:

a. Scope of Services for the project, including for feasibility studies, engineering, design, construction, and final completion.

b. Bank: Bank of America, Charlotte, NC

c. Bank: Fidelity Bank, Charlotte, NC

D. Upon receipt of 50% of the Final Grant, the Sponsor shall promptly complete Project acceptance and submit the Project Completion and Final Payment Report (AV-ENH/F-90).

C.5. If after the acceptance of the Project by the Department, the final drawdown of approved eligible costs is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final drawdown of the total, approved eligible Project costs within 30 days of notification by the Department of the amount due.
C-6. If after the acceptance of this Project by the Department, the first time state of approved projects in the Project are more than the amount of State funds allocated for the Project, the Sponsoring State may apply to the Department for an appropriate reimbursement for such difference in accordance with this Act and other applicable laws.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funds. In such cases, the Sponsoring State shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsoring State shall refund to the Department an amount equal to the difference between State funds originally allocated for the project and federal funds and the final stage of the construction of the project shall proceed accordingly.

C-8. For purposes of calculating the State share of the Project, State funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including block grant funds administered by the Department.

SECTION 2: REVIEW, INSPECTION, AND REPORT

D.1. All original and revised proposals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D.2. The fair market value of a parcel shall be established by the review appraiser based upon the information contained in the original appraisal or appraisal.

D.3. No negotiation for property acquisition shall be commenced between the Sponsoring State and the property owner until after the fair market value of the property has been established. All negotiations shall be based upon the fair market value.

D.4. Negotiated revenues above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsoring State is prepared to assume all responsibilities for paying such negotiated value in lieu of the approved fair market value.

D.5. A Sponsoring State shall be deemed to have satisfied the Federal "Uniform Guidelines for the Appraisal of Property" when the appraisal is otherwise satisfactory to the Department, and, in its opinion, meets the original appraisal value to the property.

D.6. Failure to follow the requirements of this Section shall result in the property being subject to the decision of the Department, which has no property interest in such real estate.

SECTION 3: Sponsoring State's Acknowledgment of Expropriation Under 24a, Revised Governor Proclamation, and NCSA 130-33

G.1. The Sponsoring State hereby acknowledges that it is subject to this Act for any expropriation or condemnation (i.e., a public, private, or an expropriation manager) as well as for the payment of such real estate or property, or any other rights, to the same extent, or any other manner, as under any state statute or the Governor's or the Governor's Representative's direction. This section applies to any state agencies.

G.2. The Sponsoring State hereby acknowledges that it is subject to this Act for any expropriation or condemnation (i.e., a public, private, or an expropriation manager) as well as for the payment of such real estate or property, or any other rights, to the same extent, or any other manner, as under any state statute or the Governor's or the Governor's Representative's direction. This section applies to any state agencies.

G.3. The Sponsoring State hereby acknowledges that it is subject to this Act for any expropriation or condemnation (i.e., a public, private, or an expropriation manager) as well as for the payment of such real estate or property, or any other rights, to the same extent, or any other manner, as under any state statute or the Governor's or the Governor's Representative's direction. This section applies to any state agencies.

G.4. The Sponsoring State hereby acknowledges that it is subject to this Act for any expropriation or condemnation (i.e., a public, private, or an expropriation manager) as well as for the payment of such real estate or property, or any other rights, to the same extent, or any other manner, as under any state statute or the Governor's or the Governor's Representative's direction. This section applies to any state agencies.
CITY COUNCIL MINUTES  
WASHINGTON, NORTH CAROLINA  
JULY 28, 2014  

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL:  

BUDGET PROCESS  
Mayor Pro tem Roberson voiced he would like the City Council to consider the budget process. As Council is aware, we borrowed some money from Fund Balance to balance the budget. We need to find a way to balance the budget without drawing from Fund Balance. Discussion was held regarding departments with deficits and noted when you start losing a million dollars, we need to figure out a solution.

Mayor Pro tem Roberson feels Council should not wait until January to address the budget preparation and suggested designating a little time at each Council meeting to address eliminating the deficit. Mr. Alligood explained staff is on that path now to resolve/reduce this issue, but it would help staff if they received broad statements/guidelines from Council about what you are looking for. We are working with the business review committee now to identify the issues we have in Parks and Recreation.

Councilman Mercer listed two suggestions: (1) No Fund Balances appropriated to balance the departmental budget next year and (2) reduce transfers from the Electric Fund to at least $250,000. We will either need to set fees high enough to balance the books or cut some of the activities that we are funding. Mr. Alligood agreed and said these are some very tough decision that Council will have to make: on the services that the City provides, who benefits from those, who pays for those services. The General Assembly did not do the City any favor when they removed the City’s ability to charge for privilege license ~ this will be on top of what we had to deal with this year. There is a possibility we may be looking at a tax increase next fiscal year.

Mayor Pro tem Roberson suggested the next important thing is the revenue stream ~ he would like to know exactly what the projection would be on the revenue stream. If we don’t have enough money we will either have to cut some of the services or find another source of revenue.

Councilman Brooks stated Council will have to determine what services to cut.

CLOSED SESSION – UNDER NCGS § 143-318.11(a)(6) PERSONNEL  
By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to enter into closed session under NCGS § 143-318.11(a)(6) personnel at 6:45 pm.

By motion of Councilman Brooks, seconded by Councilman Pitt, Council agreed to come out of closed session at 6:55 pm.

UPDATE – NCEMPA  
Councilman Mercer stated he forwarded to Council the press release that went out at 9:00 am regarding the Power Agency meeting last week. Councilman Mercer briefed Council regarding approval of a draft asset purchase agreement and the full power purchase requirements that will supply the power to the power agency for the next 30 years. This was presented to the Board of Directors of ElectriCities on Friday and approved, the Duke Energy Power Board received the agreements and they approved them. The next step will be to file those papers with the Federal Energy Regulatory Commission and North Carolina Utilities Commission. If they are approved, the projection at the present time is July 1, 2015 (or a year from now) to have everything completed. Councilman Mercer expressed concerns that they will need some legislative approval in both North Carolina and South Carolina. The legislators will not come back into session until February of next year. If we sale the asset, our current level of debt will be drastically reduced to a proposed ten year debt repayment plan.

ADJOURN  
By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 7:00 pm until August 11, 2014 at 5:30pm in the Council Chambers at the Municipal Building.

Cynthia S. Bennett, CMC  
City Clerk