



City of
Washington
NORTH CAROLINA
Council Agenda
JUNE 8, 2015
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Accept: Resignation of Bobby Roberson as Mayor Pro tem and Council member **(page 4)**

Appoint: Mayor Pro tem **(page 6)**

Approval of minutes from April 29 & 30, and May 11, 2015 **(page 7)**

Approval/Amendments to Agenda

I. Consent Agenda:

A. Accept/Adopt – NFL Football Grant and Adopt Budget Ordinance Amendment **(page 50)**

B. Adopt – Budget Ordinance Amendment for Transportation Assessment Management Proposal **(page 52)**

II. Comments from the Public:

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

A. None –

IV. Public Hearing - Other:

A. Adopt – Annexation Ordinance to extend City of Washington Corporate limits for a contiguous annexation West 15th Street ~ Granville Lilley **(page 54)**

B. Approve – Property Acquisition options under NCGS 158-7.1 – 157 W. Main Street and 163 W. Main Street **(page 61)**

V. Scheduled Public Appearances:

A. Mr. John Rouse, NCDOT Division 2 Engineer – 15th Street safety project

VI. Correspondence and Special Reports:

A. Memo – Pool operating schedule and Tennis Courts **(page 63)**

B. Memo – BC Health Department Physical Activity Promotion **(page 64)**

- C. Memo – Finance Certificate of Achievement for Excellence Award
(page 65)

- VII. Reports from Boards, Commissions and Committees:
 - A. Human Relations Council – **(page 66)**

- VIII. Appointments:
 - A. Appointment – Council Liaison **(page 67)**

 - B. Appointments – Various Boards, Commissions, and Committees
(page 70)

- IX. Old Business:
 - A. Approve – Addendum to NCDOT Bicycle Plan Contract **(page 95)**

 - B. Approve – Joint Use Agreement – Playing Fields on Ed Tech Center Campus
~ 820 N. Bridge Street **(page 99)**

 - C. Approve – Agreement for the Washington Waterfront Underground Railroad
Museum **(page 108)**

 - D. Accept - Recommendation to form Aquatic Center Study Committee
(page 120)

 - E. Approve – River Road Sewer Line Agreement with Beaufort County
(page 122)

 - F. Approve/Adopt – Resolution Adopting the Pamlico Sound Regional Hazard
Mitigation Plan **(page 128)**

 - G. Approve – TDA Civic Center Lease and Management Agreement Renewal
(page 132)

 - H. Approve – Budget Ordinance for Fiscal Year 2015-2016, Set Ad Valorem Tax
Rate and User Fee Schedule **(page 146)**

- X. New Business:
 - A. Authorize – the Parks and Recreation Department to apply for the Play
Together Construction Grant for Accessible Playgrounds **(page 158)**



NORTH CAROLINA

Council Agenda

JUNE 8, 2015

5:30 PM

- B. Approve/Authorize – the Mayor to sign the Deed of Easement and Easement Agreement between the City and Washington Chamber of Commerce **(page 160)**
- C. Approve – Moss Landing Utility Easement Reduction Request **(page 178)**
- D. Authorize – City Manager and the City Attorney to develop a new agreement or amend the existing agreement with Skydive Little Washington, LLC for the addition of commercial air tour operations **(page 182)**
- E. Approve – Post-Offer Employment Testing (POET) & Post Employment Fit for Duty Testing **(page 184)**
- F. Authorize – City Manager and City Attorney to draft an agreement allowing the Beaufort County Police Activities League (PAL) to construct and operate a Multi-Purpose Youth STEM and Aviation Center located on Airport property **(page 190)**

- XI. Any Other Items From City Manager: None
- XII. Any Other Business from the Mayor or Other Members of Council: None
- XIII. Closed Session – Under NCGS § 143-318.11(a)(6) Personnel
- XIV. Adjourn – Until Monday, June 22, 2015 at 5:30 pm, in the Council Chambers



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Franz Holscher, City Attorney
Date: June 8, 2015
Subject: Accept resignation of Bobby Roberson as Mayor Pro tem and Council member
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council accept the resignation of Bobby Roberson as Mayor Pro tem and Council member.

BACKGROUND AND FINDINGS:

At the May 11, 2015 City Council meeting, Mayor Pro tem Bobby Roberson submitted his letter of resignation as Mayor Pro tem and Council member. Section 2-22(c) of the City Code provides that "Resignation of any members of the City Council shall be in writing, and such resignation shall be on the table until the next regular meeting unless considered by unanimous consent". The above resignation was not considered by the City Council during its May 11, 2015 meeting.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Letter of Resignation

Mayor
Mac Hodges

City Manager
Brian M. Alligood



Washington City Council

Richard Brooks
Doug Mercer
Larry Beeman
William Pitt
Bobby Roberson

May 11, 2015

Mayor and City Council
102 East Second Street
Municipal Building
Washington NC 27889

Re: Resignation

Dear Mayor and City Council

Please accept my letter of resignation as Mayor Pro tem, to be acted upon at the June 8, 2015 City Council meeting.

Sincerely,

A handwritten signature in black ink that reads "Bobby E. Roberson".

Bobby E. Roberson



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Franz Holscher, City Attorney
Date: June 8, 2015
Subject: Appoint Mayor Pro tem
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council appoint _____ to the position of Mayor Pro tem to fill the unexpired term of Bobby Roberson.

BACKGROUND AND FINDINGS:

Section 2-68(c) of the City Code provides that “In case of a vacancy in the office of Mayor Pro Tem, the remaining members of the Council shall choose from among their own number his successor for the unexpired term.”

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

City Manager Review: _____ Date Concur _____ Recommend Denial _____ No recommendation _____

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

April 29, 2015

The Washington City Council met in a budget workshop on Wednesday, April 29, 2015 at 6:00pm 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.; Allen Lewis, Public Works Director; Susan Hodges, Human Resources Director; Keith Hardt, Electric Utilities Director; Anita Radcliffe, Assistant Finance Director; David Carraway, Network Administrator and Mike Voss, Washington Daily News.

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

OLD BUSINESS:

BUDGET DISCUSSIONS: ENTERPRISE FUNDS

Brian Alligood, City Manager reviewed the Enterprise Funds portion of the budget with Council. Mr. Alligood explained no changes to electric utility rates are proposed until we get the final numbers from NCEMPA. The following rate change impact charts were reviewed with Councilmembers. Our current Stormwater fees are used to pay debt service on current projects, maintenance, etc. We can't do any additional Stormwater projects without an increase in Stormwater fees.

Mayor Pro tem Roberson inquired what the maximum allowable transfer from the Electric Fund to the General Fund would be. Mr. Alligood explained \$1.8 million is the maximum, currently we transfer \$470,000.

Discussion regarding vehicles that weren't listed in the CIP, but were listed in the budget. Mr. Rauschenbach explained that the referenced vehicles didn't meet the threshold requirement of \$25,000/2 years to be included in the CIP. Mr. Alligood noted that a Vehicle Replacement Fund will be presented to Council at Thursday's budget workshop.

Rate Change Impact- Average Residential Customer

4/12/2015

	Rate		Basis	Current		Increase	
	Current	Increase		\$/year	\$/month	\$/year	\$/month
Property tax	0.50	0.015	100,000	500.00	41.67	15.00	1.25
Residential Garbage	14.00	1.00		168.00	14.00	12.00	1.00
Water Sales	21.53	2%		258.36	21.53	5.17	0.43
Sewer Sales	27.28	4%		327.36	27.28	13.09	1.09
Storm Water Fees	4.36	20%		52.38	4.36	10.48	0.87
Total				1,306.10	108.84	55.74	4.64

4/12/2015

**Last Rate Increase - Enterprise Funds
4/12/2015**

<u>Service</u>	<u>Amount of Increase</u>	<u>Date</u>	<u>Comments</u>
Residential Garbage	\$2	July 2008	Went from \$12 to \$14 per month
Water Sales	4%	July 2008	4% across the board residential & commercial
Sewer Sales	7.5%	July 2008	7.5% across the board residential & commercial
Storm Water Fees	15%-22%	July 2008	15% residential; up to 22% commercial
Cemetery Fees	varies	July 2013	see schedule below

<u>Cemetery Service</u>	<u>Amount of Increase</u>	<u>Date</u>	<u>Comments</u>
Cemetery Lots			
8 Graves	\$200	July 2013	Went from \$4,800 to \$5,000
4 Graves	\$100	July 2013	Went from \$2,400 to \$2,500
2 Graves	\$50	July 2013	Went from \$1,200 to \$1,250
1 Grave	\$25	July 2013	Went from \$600 to \$625
Baby Grave	-		No change
Urn Grave	-		No change
Interment Fees (Weekday)			
Adult	\$25	July 2013	Went from \$550 to \$575
Baby < 24 month:	\$50	July 2013	Went from \$200 to \$250
Cremation Urn	\$50	July 2013	Went from \$200 to \$250
Mausoleum	\$300	July 2013	New fee
Interment Fees (Weekend/Holiday)			
Adult	\$25	July 2013	Went from \$650 to \$675
Baby < 24 month:	\$50	July 2013	Went from \$250 to \$300
Cremation Urn	\$50	July 2013	Went from \$250 to \$300
Mausoleum	\$350	July 2013	New fee
Interment Fees (After Hours 4pm)			
Adult	-		No change
Baby < 24 month:	-		No change
Cremation Urn	-		No change
Disinterment of Vault	\$25	July 2013	Went from \$675 to \$700
Disinterment of Urn	\$100	July 2013	Went from \$200 to \$300
Perpetual Care Fees	-		Recommend rolling \$200 perpetual care fee into cemetery lot charge in FY 15/16

Capital Recommended FY 2015-2016

General Fund	\$	Description
Finance	50,000	New financial software
Purchasing/Warehouse	25,000	1/3 cost of parking lot paving
Purchasing/Warehouse	32,530	Warehouse lighting
IT	12,306	GF share of IT switches
Police	142,000	Replace 4 police cars (#142, #136, #160, #164)
EMS	150,000	New EMS ambulance
EMS	30,000	1 defibrillator
Code Enforcement	20,000	Replace vehicle (#121)
Streets	75,000	Replace 2 ton dump truck (#455)
Rec Events & Facilities	54,000	Replace Bobby Andrews Ctr. roof
Senior Center	6,500	Replace HVAC unit
Building & Ground Maint	13,000	Replace ball field bunker rake
Building & Ground Maint	11,000	Replace Grasshopper mower (#8015)
	<u>621,336</u>	
Water Fund	\$	Description
Misc. Dept.	42,588	Water Fund share of IT switches, GIS, & new utility billing software
Water Treatment	26,000	Replace vehicle (#550)
Water Maintenance	24,000	Replace vehicle (#416)
	<u>94,588</u>	
Sewer Fund	\$	Description
Misc. Dept.	42,588	Sewer Fund share of IT switches, GIS, & new utility billing software
Wastewater Treatment	27,000	Replace vehicle (#551)
Wastewater Treatment	25,000	Video surveillance system
Lift Stations	40,000	Replace 2 control panels at Spring Rd.
	<u>134,588</u>	
Storm Water Fund	\$	Description
SW Improvements	150,000	Drainage improvements throughout the City (\$300k total, other \$150k to be paid with remaining RZEDB funds)
Electric Fund	\$	Description
Misc. Dept.	75,942	Electric Fund share of IT switches and new utility billing software
Meter Services	50,000	Meters and materials for new services
Meter Services	25,000	Replace vehicle #655
Substation Maintenance	48,000	Reclosures & capacitors
Substation Maintenance	50,000	* Main substation breaker replacement
Load Management	70,000	Purchase 1,000 switches
Power Line Construction	15,000	New utility terrain vehicle
Power Line Construction	325,000	* Midway to 5 Points tie
Power Line Construction	310,000	* Grimesland Rd. feeder
Power Line Construction	150,000	* Honey Pod Farm Rd. rework
Power Line Construction	600,000	* White Post to Slatestone 34kV tie
Power Line Construction	35,000	* Replace vehicle (#614)
Power Line Construction	60,000	* Replace trencher (#610)
Power Line Construction	72,500	* Replace vehicle (#608)
	<u>1,886,442</u>	
	1,602,500	* Amount to be purchased with installment proceeds
Cemetery Fund	\$	Description
Operations	20,000	Replace vehicle (#510)
Operations	6,800	Replace zero turn mower
	<u>26,800</u>	
Grand Total	\$ 2,913,754	

Water Fund Review:

ENTERPRISE FUND SUMMARIES

Water Fund	Proposed 2016 Budget	Original 2015 Budget	€ (L)	%	
Revenues:					
Sales & Service	\$ 3,076,960	\$ 3,010,360	\$ 66,600		2% Recommend 2% increase
Rent, Miscellaneous, Interest & Other	26,457	26,389	68		0%
Transfer from Capital Reserve	-	-	-		-
Fund Balance Appropriated	-	-	-		-
Total Revenues	\$ 3,103,417	\$ 3,036,749	\$ 66,668		
Expenses:					
Debt Service	\$ -	\$ -	\$ -		0%
Operations	2,793,073	2,696,724	96,349		4%
Cash Capital Purchase	94,588	40,000	54,588		136%
Transfer to Capital Reserve	66,684	155,000	(88,316)		-57%
PILOT to General Fund	129,072	135,035	4,037		3%
Contingency	10,000	9,990	10		0%
Total Expenses	\$ 3,103,417	\$ 3,036,749	\$ 66,668		
Water Fund Highlights					
2% increase in water sales rates is recommended for FY 15/16.					
No fund balance is appropriated.					
Fund has no debt service (bonds and installment notes are all paid off).					
\$94,588 of cash capital purchases to replace 2 vehicles and to pay for Water Fund share of IT switches, GIS, and new utility billing software.					
Transfer of \$66,684 is being made to the capital reserve fund.					
Contingency of \$10,000 is available for emergency expenses.					

Proposed capital:

	\$	Description
Water Fund		
Misc. Dept.	42,588	Water Fund share of IT switches, GIS, & new utility billing software
Water Treatment	28,000	Replace vehicle (#550)
Water Maintenance	24,000	Replace vehicle (#416)
	<u>94,588</u>	

Discussion was held for clarification purposes regarding various line items in this fund. A 2% increase in Water Fund Fees is recommended. No changes made were made to the presented Water Fund budget.

Sewer Fund Review

Sewer Fund	Proposed 2016 Budget	Original 2015 Budget	€ (L)	%	
Revenues:					
Sales & Service	\$ 3,057,000	\$ 3,029,273	\$ 27,727		1% Recommend a 4% increase
Rent, Miscellaneous, Interest & Other	17,681	18,397	(716)		-4%
Transfer from Capital Reserve	-	-	-		-
Fund Balance Appropriated	52,000	147,619	(95,619)		-65%
Total Revenues	\$ 3,126,681	\$ 3,195,289	\$ (68,608)		
Expenses:					
Debt Service	\$ 200,401	\$ 350,871	\$ (150,470)		-43% Bonds paid out in FY 14/15
Operations	2,583,352	2,546,531	36,821		1%
Cash Capital Purchase	134,588	101,000	33,588		33%
Transfer to Sewer Capital Reserve	-	-	-		-
PILOT to General Fund	195,607	194,493	1,174		1%
Contingency	12,733	2,454	10,279		419%
Total Expenses	\$ 3,126,681	\$ 3,195,289	\$ (68,608)		
Sewer Fund Highlights					
4% increase in sewer sales rates is recommended for FY 15/16.					
Fund balance of \$54,000 is appropriated to help cover capital purchases.					
Sewer bonds will be paid off in FY 14/15 leaving only State Revolving Loan debt.					
\$134,588 of cash capital for 1 vehicle, 2 control panel replacements, & the Sewer Fund share of IT switches, GIS, and new utility billing software.					
Contingency of \$12,733 is available for emergency expenses.					

	\$	Description
Sewer Fund		
Misc. Dept.	42,588	Sewer Fund share of IT switches, GIS, & new utility billing software
Wastewater Treatment	27,000	Replace vehicle (#551)
Wastewater Treatment	25,000	Video surveillance system
Lift Stations	40,000	Replace 2 control panels at Spring Rd.
	<u>134,588</u>	

Mr. Allgood reviewed the proposed budget for the Sewer Fund. Discussion was held for clarification purposes regarding various line items in this fund. A 4% increase in Sewer Fund Fees is recommended. No changes were made to the presented Sewer Fund budget.

Stormwater Fund Review

ENTERPRISE FUND SUMMARIES

	Proposed 2016 Budget	Original 2015 Budget	G (L)	%
Storm Water Fund				
Revenues:				
Sales & Service	\$ 609,500	\$ 503,709	\$ 105,791	21% 20% Increase in SW fees recommended
Rent, Miscellaneous, Interest & Other	76,837	84,188	(7,351)	-9% RZEDB interest rebate decreased
Fund Balance Appropriated	70,328	42,858	27,470	64% To pay debt service on RZEDBs and cash capital
Total Revenues	\$ 756,665	\$ 630,755	\$ 125,910	
Expenses:				
Debt Service	\$ 500,751	\$ 517,085	\$ (16,334)	-3%
Operations	105,914	110,461	(4,547)	-4%
Cash Capital Purchase	150,000	-	150,000	
Contingency	-	3,209	(3,209)	-100%
Total Expenses	\$ 756,665	\$ 630,755	\$ 125,910	
Storm Water Fund Highlights				
20% increase in storm water fees is recommended for FY 15/16.				
Fund balance in the amount of \$70,328 is appropriated to service debt and go toward paying for cash capital.				
\$150,000 cash capital is recommended for SW improvements (this is in addition to \$150k remaining RZEDB funds).				
No contingency in FY 15/16.				

Proposed capital:

Storm Water Fund	\$	Description
SW Improvements	150,000	Drainage improvements throughout the City (\$300k total, other \$150k to be paid with remaining RZEDB funds)

Mr. Allgood reviewed the proposed budget for the Stormwater Fund. Discussion was held for clarification purposes regarding various line items in this fund. A 20% increase in Stormwater Fees is recommended. No changes were made to the presented Stormwater Fund budget.

Electric Fund Review

	Proposed 2016 Budget	Original 2015 Budget	G (L)	%
Electric Fund				
Revenues:				
Sales & Service	\$ 36,096,696	\$ 34,932,578	\$ 1,164,118	3% Increase based on Booth forecast
Rent, Miscellaneous, Interest & Other	349,962	284,708	65,254	23% Adm Charges from Water & Sewer Funds Increased
Installment Financing Proceeds	1,602,500	1,175,000	427,500	36%
Fund Balance Appropriated	-	-	-	-
Total Revenues	\$ 38,049,158	\$ 36,392,286	\$ 1,656,872	
Expenses:				
Debt Service	\$ 403,264	\$ 391,635	\$ 11,629	3%
Operations	7,909,570	7,239,783	669,787	9% PILOST 190k, tree trimming up 191k
Power Purchase	27,792,348	27,389,868	402,480	1%
Cash Capital Purchase	283,942	196,000	87,942	45%
Installment Capital Purchases	1,602,500	1,175,000	427,500	36%
Contingency	57,534	-	57,534	
Total Expenses	\$ 38,049,158	\$ 36,392,286	\$ 1,656,872	
Electric Fund Highlights				
No fund balance is appropriated.				
Rate and load management credit changes will be reviewed after the NCEMPA bond sale.				
Administrative charges from Water & Sewer Fund to the Elec Fund were recalculated based on number of meters.				
Transfer to GF remains at \$470,000. Additional \$190,000 is included for PILOST.				
Tree trimming is up \$191,000.				
\$283,942 cash capital is recommended (see capital schedule).				
\$1,602,500 installment borrowing for capital is recommended (see capital schedule).				
Contingency in the amount of \$57,534 is available for emergency expenses.				

Proposed capital:

Electric Fund	\$	Description
Misc. Dept.	75,942	Electric Fund share of IT switches and new utility billing software
Meter Services	50,000	Meters and materials for new services
Meter Services	25,000	Replace vehicle #655
Substation Maintenance	48,000	Reclosures & capacitors
Substation Maintenance	50,000	* Main substation breaker replacement
Load Management	70,000	Purchase 1,000 switches
Power Line Construction	15,000	New utility terrain vehicle
Power Line Construction	325,000	* Midway to 5 Points tie
Power Line Construction	310,000	* Grimesland Rd. feeder
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Power Line Construction	35,000	* Replace vehicle (#614)
Power Line Construction	60,000	* Replace trencher (#610)
Power Line Construction	72,500	* Replace vehicle (#608)
	<u>1,886,442</u>	
	1,602,500	* Amount to be purchased with installment proceeds

Mr. Alligood explained that there are no rate changes proposed until we receive information back from NCEMPA. Discussion was held for clarification purposes regarding various line items in this fund. In depth discussion about PILOST (Payment in lieu of sales tax), Mr. Alligood noted that this was voted on last year by Council, so payment in lieu of sales tax is shown as part of the continuation budget this year.

Councilman Mercer made a motion that Council adopt a budget that holds the electric fund to the cost of the purchase power -approximately \$8 million for operating/maintenance expenses and pay the debt service until the asset sales are done and we complete our cost of service studies. At that point we can adjust/amend budget to take into consideration all of the activities that we want to do. Councilman Mercer noted that he has reviewed the electric budget and has suggestions/reductions that would equate to the following: \$7,965,000 of operating/maintenance, approximately \$28 million in purchase power and approximately \$403,000 in debt service for a total electric budget of approximately \$36million. Then when the asset sales are complete, Council could amend the electric fund budget. Mayor Pro tem Roberson seconded the motion for discussion purposes. Discussion ensued. (no vote taken)

Mr. Alligood explained that some of the capital items/projects need to be reviewed tonight. Councilman Mercer noted that he did not cut all capital projects, but suggested cutting/delaying the four capital power line construction projects. Lengthy discussion was held regarding removing several power line construction capital projects. Councilman Brooks and Councilman Beeman questioned what would happen if these projects are delayed. Keith Hardt explained that the Midway to 5 points tie and Whitepost to Slatestone tie (engineering and right-of-way acquisition) are reliability concerns while Grimesland Road feeder and Honey Pod Farm rework are service issues. The most important at this point time would be the Grimesland Road feeder project. Councilmembers discussed the need to include the Grimesland Road feeder in the budget and delay the other three projects.

Mayor Pro tem Roberson requested to amend the motion to include the Grimesland Road feeder and delay the other three projects until after the asset sales are complete (3 months). Councilman Mercer agreed to the amendment. Discussion continued. Council was in agreement to leave Grimesland Road feeder in the budget. Councilman Mercer noted that if the Grimesland feeder is added back then the operating and maintenance budget would increase to approximately \$8.28 million. Councilman Mercer explained that his motion included deductions in other parts of the electric fund that included:

two table pc's for the meter shop, salary in load management, load management switches, 100ft. boom truck, load management salary, tree cutting crew 16 weeks to 12 weeks and the generator rebuild.

RECESS

Councilman Mercer restated the motion with the amendments: Adopt an interim electric fund budget that would cover the cost of purchase power, operation/maintenance with the deduction previously mentioned with the exception of the pc's in the meter shop and the Grimesland Rd. feeder at approximately \$8.28 million and debt service.

Mayor Pro tem Roberson noted that the motion/amendments/discussion are not clear, therefore he withdrew the 2nd he made to the original motion made by Councilman Mercer. Mayor Pro tem Roberson explained that he did not agree to the other deductions offered by Councilman Mercer. Subsequently, Councilman Mercer's motion dies and the amendment was not valid.

Councilmembers confirmed that the Grimesland Road feeder project will stay in the budget and the remaining three power line construction projects will be delayed until the assets sale is complete. Delayed: Whitepost to Slatestone tie, Midway to 5 points tie and Honey Pod Farm rework.

Pg. 343 - A motion was made by Councilman Mercer to delete the \$190,000 (PILOST). No second, motion fails.

Pg. 379/380 – Correct salaries in load management.

A motion was made by Councilman Mercer to remove the generator repair at \$40,000. No second, motion fails.

A motion was made by Councilman Mercer to remove the load management switches as presented in the budget. Motion seconded by Mayor Pro tem Roberson to remove the load management switches as presented on the budget. (This will be reviewed after the asset sale is complete.)

A motion was made by Mayor Pro tem Roberson, seconded by Councilman Mercer to delete the 100ft. boom truck. Motion carried.

Pg. 389 - A motion was made by Councilman Mercer to cut the extra tree crew from 16 weeks to 12 weeks. No second, motion fails.

Pg. 393 - A motion was made by Councilman Mercer, seconded by Mayor Pro tem Roberson to cut Midway to 5 Points Tie, Honey Pod Farm Road Rework and Whitepost to Slatestone Tie. Motion carried.

Airport Review

ENTERPRISE FUND SUMMARIES

Airport Fund	Proposed 2016 Budget	Original 2015 Budget	G (L)	%
Revenues:				
Sales & Service	\$ 168,100	\$ 150,000	\$ 18,100	12% Increase in fuel sales
Rent, Miscellaneous, Interest & Other	77,505	78,488	(983)	-1%
Grant Revenue	150,000	-	-	-
Transfer from General Fund	-	81,263	(81,263)	-100% No transfer from GF
Fund Balance Appropriated	110,984	-	-	- FB appropriated instead of GF transfer
Total Revenues	\$ 506,589	\$ 309,751	\$ 196,838	
Expenses:				
Debt Service	\$ -	\$ -	\$ -	-
Operations	339,922	309,751	30,171	10% increase in fuel purchases
Grant Expenses	166,667	-	166,667	-
Cash Capital Purchase	-	-	-	-
Contingency	-	-	-	-
Total Expenses	\$ 506,589	\$ 309,751	\$ 196,838	
Airport Fund Highlights				
No subsidy transfer is being made from the GF. Airport fund balance in the amount of \$110,984 is being appropriated instead.				
Vision 100 funds in the amount of \$150,000 are expected in FY 15/15.				
No contingency is available.				

Mr. Allgood reviewed the proposed budget for the Airport Fund. Discussion was held for clarification purposes regarding various line items in this fund. No changes were made to the presented Airport Fund budget. It was noted that a temporary Certificate of Occupancy for the new terminal building was issued on Tuesday and the proposed completion date is May 15th.

Solid Waste Fund Review

Solid Waste Fund	Proposed 2016 Budget	Original 2015 Budget	G (L)	%
Revenues:				
Sales & Service	\$ 1,299,500	\$ 1,255,747	\$ 43,753	3% Rate increase \$1 per mo. residential
Rent, Miscellaneous, Interest & Other	800	1,000	(200)	-20%
Fund Balance Appropriated	-	41,324	(41,324)	-100%
Total Revenues	\$ 1,300,300	\$ 1,298,071	\$ 2,229	
Expenses:				
Debt Service	17,895	23,936	(6,041)	-25%
Operations	1,182,897	1,214,135	(31,238)	-3% Eliminating retiring position Sept 2015
Transfer to Capital Reserve Fund	89,508	-	89,508	-
Cash Capital Purchase	-	80,000	(80,000)	-100%
Contingency	10,000	-	10,000	-
Total Expenses	\$ 1,300,300	\$ 1,298,071	\$ 2,229	
Solid Waste Fund Highlights				
Rate increase of \$1 per month is recommended for residential customers (from \$14/mo to \$15/mo).				
Recommend to eliminate position in Sept. 2015 after employee retirement.				
No capital purchases in FY 15/15. Transfer to new Capital Reserve Fund in the amount of \$89,508.				
Contingency in the amount of \$10,000 is available for emergency expenses.				

Mr. Allgood reviewed the proposed budget for the Solid Waste Fund. Discussion was held for clarification purposes regarding various line items in this fund. An increase in residential solid waste fee of \$1.00 per month is recommended. No changes were made to the presented Solid Waste Fund budget.

Cemetery Fund Review

<u>Cemetery Fund</u>	<u>Proposed</u> <u>2016 Budget</u>	<u>Original</u> <u>2015 Budget</u>	<u>G (L)</u>	<u>%</u>	
Revenues:					
Sales & Service	\$ 230,150	\$ 159,908	\$ 70,242	44%	Perpetual fees rolled into cemetery fees
Rent, Miscellaneous, Interest & Other	2,000	2,000	-	0%	
Transfer from General Fund	-	165,040	(165,040)	-100%	No transfer from GF in FY 15/16
Fund Balance Appropriated	111,414	-	111,414		- FB appropriated instead of GF transfer
Total Revenues	\$ 343,564	\$ 326,948	\$ 16,616		
Expenses:					
Debt Service	\$ 7,367	\$ 6,752	\$ 615	9%	
Operations	308,066	290,196	17,870	6%	
Cash Capital Purchase	26,800	30,000	(3,200)	-11%	
Contingency	1,331	-	1,331	-	
Total Expenses	\$ 343,564	\$ 326,948	\$ 16,616		

Cemetery Fund Highlights

Recommend rolling perpetual fees into grave opening fees.
 No subsidy transfer from GF in FY 15/16. Cemetery fund balance in the amount of \$111,414 is appropriated instead.
 \$26,800 of cash capital for replacement of 1 vehicle and 1 mower.
 Contingency in the amount of \$1,331 is available for emergency expenses.

Proposed capital:

<u>Cemetery Fund</u>	<u>\$</u>	<u>Description</u>
Operations	20,000	Replace vehicle (#510)
Operations	6,800	Replace zero turn mower
	<u>26,800</u>	

Mr. Alligood explained that we are only allowed to spend the interest on the perpetual care fund. The current amount in that fund is \$449,615 and income interest to date is \$2938. Staff suggested rolling the perpetual care fees into the cost of the lot. Perpetual care fees deposited last year was \$32,800 and the amount of fees deposited year-to-date is \$18,000. Councilman Mercer noted that the fees at the cemetery are extremely low and need to be adjusted. Mr. Alligood explained the fees will be reviewed during Thursday’s budget workshop.

Councilman Mercer made a motion not to abolish the perpetual care fund, but to adjust fees with the rate schedule on Thursday. Mayor Pro tem Roberson seconded the motion. Motion carried to leave the perpetual care fund the way it currently is (not roll the perpetual care fees into the grave fees).

ENTERPRISE FUND – EXPANSION BUDGET

Mr. Alligood reviewed the Enterprise Fund – Expansion Budget. Councilman Mercer thought the vote last night was to not fund anything in the expansion budget. Mr. Alligood explained that was only for the General Fund budget.

A motion was made by Councilman Mercer to not have an expansion budget in the Enterprise Funds. Mayor Pro tem Roberson seconded the motion. Discussion continued and Mr. Alligood explained all of the requests, noting that one of the requests actually saves \$3,717. Mr. Alligood explained that the Electric Department does not have an Administrative Assistant the request is to fund that as a part-time position. Ed Pruden and Andy Pollard explained the request for the Meter Services

Reclassification and the Electric T&D Reclassification. A vote on the motion was taken at this time and Councilman Mercer voted for the motion, while Councilmembers Roberson, Pitt, Brooks and Beeman voted against the motion. Motion fails 1-4.

A motion was made by Councilman Brooks and seconded by Councilman Beeman to approve the Enterprise Fund Expansion Budget as presented. Motion carried 4-1 with Councilman Mercer voting against.

SUMMARY OF REQUESTED SERVICE EXPANSIONS

WATER/SEWER FUND REVENUE	City Manager Recommends	Board Approves
Amount Available for Service Expansions (Revenues over Expenditures)	\$22,793	\$0
Amount Requested from Fund Balance	\$0	\$0
Total	\$22,793	\$0
Total Available for Service Expansions	\$22,793	\$0

REQUESTS

Department	Title	Dept. Mgrs Priority	Estimated Initial Cost	Estimated Annual Revenue Offset	Estimated Initial Net Cost	Estimated Annual Recurring Cost	Board Member's Priority	Comments
Water/Sewer	Utility Maintenance Worker		\$35,272	\$0	\$35,272	\$35,272		Cost associated with hiring a Utility Maintenance Worker.
			\$35,272	\$0	\$35,272	\$35,272		

SUMMARY OF REQUESTED SERVICE EXPANSIONS

ELECTRIC FUND REVENUE	City Manager Recommends	Board Approves
Amount Available for Service Expansions (Revenues over Expenditures)	\$57,534	\$0
Amount Requested from Fund Balance	\$0	\$0
Total	\$57,534	\$0
Total Available for Service Expansions	\$57,534	\$0

REQUESTS

Department	Title	Dept. Mgrs Priority	Estimated Initial Cost	Estimated Annual Revenue Offset	Estimated Initial Net Cost	Estimated Annual Recurring Cost	Board Member's Priority	Comments
Electric Administration	Part Time Admin Support Specialist		\$15,572	\$0	\$15,572	\$14,072		Cost associated with reinstating the Electric Dept. Admin. Specialist part time.
Load Management	Non Residential Load Management Program		\$15,000	\$0	\$15,000	\$0		Cost to complete load management study.
Meter Services	Meter Services Reclassifications		(\$3,717)	\$0	(\$3,717)	(\$3,717)		Eliminate PT Electric Meter Tech position & upgrade Meter Reader, Lead Meter Reader, & Electric Meter Services Supervisor positions.
Electric T&D	Electric T&D Reclassification		\$5,364	\$0	\$5,364	\$5,364		Reclass position from Sr. Equipment Operator to Right of Way Coordinator
Total of all Electric Fund Service Expansion Request			\$32,219	\$0	\$32,219	\$15,719		

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 at 8:40pm under NCGS § 143-318.11 (a)(6) Personnel.

By motion of Councilman Brooks, seconded by Councilman Beeman, Council agreed to come out of closed session at 9:50pm.

ADJOURN:

By motion of Councilman Brooks, seconded by Councilman Beeman, Council adjourned the meeting at 9:55pm until Thursday, April 30, 2015 at 6:00 pm, in the Council Chambers.

(Subject to approval of the City Council)

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

DRAFT

**CITY COUNCIL MINUTES
WASHINGTON, NORTH CAROLINA**

April 30, 2015

The Washington City Council met in a budget workshop on Thursday, April 30, 2015 at 6:00pm 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.; Allen Lewis, Public Works Director; Susan Hodges, Human Resources Director; Keith Hardt, Electric Utilities Director; Anita Radcliffe, Assistant Finance Director; David Carraway, Network Administrator and Mike Voss, Washington Daily News.

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

OLD BUSINESS:

DISCUSSION: LOAD MANAGEMENT REVIEW

Brian Alligood, City Manager reviewed the discussion regarding \$27,969 in Load Management salaries. There was some discussion about making sure staff showed the true cost of Load Management. In the budget there was 20% of three positions pulled from the Substation budget and placed in the Load Management budget. Mr. Alligood explained the reasoning behind this move and that the figures are correct the way they stand. Mr. Alligood requested placing those funds back into Load Management.

By motion of Councilman Brooks, seconded by Councilman Beeman, Council approved placing \$27,969 in salaries back in the Load Management budget.

DISCUSSION: FEE SCHEDULE

Summary of Mayor
Fee Schedule Changes
4/13/2015

Service	Page #	Comment
Privilege license fees	n/a	NC General Assembly passed legislation that municipalities can no longer charge privilege license tax with the exception of taxicabs & beer & wine.
Electric & water deposits	541	Propose changing refund of electric & water utility deposits for good credit from 6 months to 12 months.
Planning & development fees	555	Propose increase in fees as shown.
Building permits & inspections	563	Propose increase in fees as shown.
Airport fees	569	Propose increase in fees as shown.
Cemetery fees	571	Propose increase in fees as shown. Perpetual care fees of \$200 per lot have been rolled up into cemetery lot fee.
Aquatic & Fitness Ctr. membership fees	576	Recommend simplifying rate structure.
Recreation rental fees	576	Recommend charging non City residents double the amount of City residents for all recreation rentals.
Youth League activity fees	578	Participant fee of \$30 added.
Waterfront Dock fees	587	Propose increase in fees as shown.
Water Sales	596	Recommend 2% increase (residential & commercial).
Sewer Sales	604	Recommend 4% increase (residential & commercial).
Storm Water Management fees	611	Recommend 20% increase (residential & commercial). Subject to change based on engineering study.
Electric Sales	616	No change recommended currently. Rate and load management credit changes will be reviewed after the NCEMPA bond sale.
Solid Waste - residential	627	Recommend increase from \$14/mo to \$15/mo.
Solid Waste - tipping fees	628	Recommend increase in tipping fees as shown.

The current Fee Schedule for FY 14/15 is available at www.washingtonnc.gov and may be used to compare current fees/rates to the following FY 15/16 proposed fees/rates.

Last Rate Increase - Enterprise Funds
4/12/2015

Service	Amount of Increase	Date	Comments
Residential Garbage	\$2	July 2008	Went from \$12 to \$14 per month
Water Sales	4%	July 2008	4% across the board residential & commercial
Sewer Sales	7.5%	July 2008	7.5% across the board residential & commercial
Storm Water Fees	15%-22%	July 2008	15% residential; up to 22% commercial
Cemetery Fees	varies	July 2013	see schedule below

Cemetery Service	Amount of Increase	Date	Comments
Cemetery Lots			
8 Graves	\$200	July 2013	Went from \$4,800 to \$5,000
4 Graves	\$100	July 2013	Went from \$2,400 to \$2,500
2 Graves	\$50	July 2013	Went from \$1,200 to \$1,250
1 Grave	\$25	July 2013	Went from \$600 to \$625
Baby Grave	-		No change
Urn Grave	-		No change
Interment Fees (Weekday)			
Adult	\$25	July 2013	Went from \$550 to \$575
Baby < 24 month:	\$50	July 2013	Went from \$200 to \$250
Cremation Urn	\$50	July 2013	Went from \$200 to \$250
Mausoleum	\$300	July 2013	New fee
Interment Fees (Weekend/Holiday)			
Adult	\$25	July 2013	Went from \$650 to \$675
Baby < 24 month:	\$50	July 2013	Went from \$250 to \$300
Cremation Urn	\$50	July 2013	Went from \$250 to \$300
Mausoleum	\$350	July 2013	New fee
Interment Fees (After Hours 4pm)			
Adult	-		No change
Baby < 24 month:	-		No change
Cremation Urn	-		No change
Disinterment of Vault	\$25	July 2013	Went from \$675 to \$700
Disinterment of Urn	\$100	July 2013	Went from \$200 to \$300
Perpetual Care Fees	-		Recommend rolling \$200 perpetual care fee into cemetery lot charge in FY 15/16

Page 528 - Cemetery. Public Works Director, Allen Lewis explained the current perpetual care fee is \$200 per grave space. Mr. Lewis explained the City is currently charging for a full size grave space a cost of \$625, plus \$200 perpetual care fee. Councilman Mercer suggested staggered charges for a full size grave space, urn space or baby grave space. Staff is proposing an increase of \$25 which would make the charge for a full size grave space \$650 plus \$200 perpetual care fee.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council approved the suggested increase for a full size grave space to \$850 (\$650 grave space plus \$200 perpetual care fee or an increase of \$25).

Page 541 – Electric & Water Deposit. Mr. Allgood reviewed that the current required deposit is held for six months and after six months of an account in good standing, the deposit is applied to the customer account. Staff is recommending holding the deposit for twelve months instead of six months.

Councilman Mercer said the Washington Electric Advisory Board should review the suggested change. Mayor Pro tem Roberson noted that the Council should approve the request tonight and then let the Washington Electric Advisory Board review it. Councilman Pitt concurred with Councilman Mercer stating that the Board had found where some deposits were applied as a credit without the customers permission. He also recommended holding the deposit for six months. Mayor Pro tem Roberson said some customers think they would get the money back. Ms. Radcliffe explained they will

receive the money back as a credit on their account and the City have never received a complaint regarding this policy.

Ms. Radcliffe expressed that staff is recommending the change from six months to twelve months as a result of a poll taken from area utility providers.

A motion was made by Mayor Pro tem Roberson and seconded by Councilman Beeman to increase the refund of electric and water utility deposits for good credit from six months to twelve months as recommended by staff. Motion failed 2-3 with Councilman Roberson and Beeman voting for the motion and Councilman Brooks, Mercer, and Pitt voting against.

Page 555 - Planning and Development fee schedule

Planning & Development

Zoning compliance	\$	50
Special use permit		300
Rezoning request		300
Variance request		300
Text amendment		300
Preliminary subdivision plat		250
Final subdivision plat		50
Minor subdivision		25/lot
Site plan review (commercial)		200
Appeal of decision		300
Planned unit development		250
Permanent sign		1.50/sq ft
Home occupation form		50
Change of use form		25
Certificate of appropriateness		50
Nuisance violations		cost + \$100
Minimum housing inspection		40

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council accepted the Planning and Development fee schedule as presented.

Page 554 – Service Fees. Councilman Mercer questioned the difference between a “new service connection” and a “residential new service” fee. Mr. Hardt explained the fees for meter purchases. The “new service connection” is switching over an existing meter to another customer at the same location, while the “residential new service” is for new construction, which requires the purchase of a new meter.

Service Fees

Definition/Comments - New service connections and service transfers

Fees Charged –

New Service Connection – Water	\$25
New Service Connection – Electric	\$25 plus tax
Change of Service – Water	\$25
Change of Service – Electric	\$25 plus tax
Residential New Service (New Meter)	\$50
Non- Residential New Service (New Meter)	\$100

Revenue Code - 30-90-3730-5202 Connection Fees
35-90-3730-5202 Connection Fees

Pages 563-568 - Building Permit & Inspection fees.

Hazardous Materials

Definition/Comments -

The City of Washington Department of Fire-Rescue-EMS Services may recoup the cost of manpower, as well as the cost of decontamination and/or replacement cost of equipment and supplies used during a Hazardous Materials Response. When recouping cost the city will bill the individual deemed responsible for the hazardous materials involved in the incident. The actual cost of the incident billed will be the actual cost plus overhead to the City of Washington.

Fee Charged – Actual cost plus overhead

Revenue Code – 10-00-3839-8900 Miscellaneous Revenue

Violations and Penalties

Definition/Comments -

Any person who shall violate or fail to comply with any provision of this Article or of the North Carolina Fire Code, as adopted, amended or augmented by this Article or who shall violate or fail to comply with any order made under this Article or North Carolina Fire Code, or who shall build in violation of any detailed statement of specifications or plans submitted under this Article or the North Carolina Fire Code, or any certificate or permit issued thereunder, shall be subject to civil penalties of one hundred fifty dollars (\$150.00) for violations of Chapter 10 of the North Carolina Fire Code and of fifty dollars (\$50.00) for violations of the remaining chapters contain in the North Carolina Fire Code. Each day that any violation continues may be considered a separate violation

Revenue Code – 10-10-3431-4102 Municipal Enforcement Citations

Building Permits and Inspections

Definition/Comments - Issuance of permits for building and construction

Fees Charged -

(1) Residential:

a. Any work started without a required permit will be charged the original fee plus a penalty equal to the original fee, i.e., original fee is \$50.00, penalty fee is \$50.00, the total cost will be \$100.00.

b. New and additions, and repairs, cost per square foot, per floor:

1. Building and insulation permit	0.15
2. Electrical permit	0.08
3. Plumbing permit	0.08
4. Heating and/or A/C permit	0.08
5. Minimum permit fee	.50

c. Accessory buildings, porches, decks, etc., cost per square foot per floor:

1. Building and insulation permit	0.10
2. Electrical permit	0.05
3. Plumbing permit	0.05
4. Heating and/or A/C permit	0.05
5. Minimum permit fee	50

d. Moving of buildings 165

e. Electrical inspection for lights 55

f. Demolition of buildings 165

g. Gas piping 55

h. Mobile homes/manufactured homes:

1. Single wide	125
2. Double wide HUD Spec	150
3. Modular on frame construction	150
4. Modular off frame construction	Same as (1)b.

i. Re-inspection fee 65

(2) Commercial:

a. Any work started without a required permit will be charged the original fee plus a penalty equal to the original fee, i.e., original fee is \$55.00, penalty fee is \$55.00, the total cost will be \$110.00.

b. New and additions, and repairs, cost per square foot, per floor:

1. Building and insulation permit	.15
2. Electrical permit	.08
3. Plumbing permit	.08
4. Heating and/or A/C permit	.08
5. Re-roofing permit	.01
6. Minimum permit fee	50

c. Accessory buildings, porches/decks, etc., cost per square foot, per floor:

1. Building and insulation permit	.10
2. Electrical permit	.05
3. Plumbing permit	.05
4. Heating and/or A/C permit	.05
5. Minimum permit fee	50

d. Re-roofing permits 100

e. Moving of buildings 165

f. Electrical inspection for lights (incl \$35 fire inspection) 90

g. Demolition of buildings 165

h. Gas piping 55

i. Re-inspection fee per trade 65

(3) General

a. Signs, cost per linear foot per side 1.50

b. Piers, bulkheads, docks, jetties, etc. per linear foot 1.

c. Cell towers 1,000

d. Buildings at cell sites 140

e. ABC Inspection 55

f. Construction site temporary office trailer 125

Revenue Code – 10-10-3435-4100 Building Permits

Previous Legislative Reference - (Code 1993, § 27-219)

Fire Permits/Inspections/Prevention

Definition/Comments – These fees reflect charges for required construction and operational permits as set forth by N.C. Fire Code.

Fees Charged -

(a) A fee shall be assessed for required permits/fire prevention inspections conducted in accordance with Section 7-75 and/or Section 7-76 of the code as follows:

- 1. First time/new occupancy pursuant to permit application (included with electrical inspection fee) \$35
- 2. Periodic inspections in accordance with Section 7-75 (b) No Charge
- 3. First re-inspection for non-compliance if Code requirements have been met No Charge
- 4. First re-inspection for non-compliance if Code Requirements have not been met \$25

(b) First time fire prevention inspection/permit fees shall be paid along with all other applicable fees at the time of application. Re-inspection fees shall be billed upon completion of a final inspection.

(c) Required construction permit fees

- 1. Automatic fire extinguisher systems \$100
- 2. Compressed gas \$100
- 3. Fire alarm and detection system \$100
- 4. Fire pumps \$100
- 5. Flammable and combustible liquids \$100
- 6. Hazardous materials \$100
- 7. Industrial ovens \$100
- 8. Private fire hydrants \$100
- 9. Spraying or dipping \$100
- 10. Standpipe systems \$100

(d) Other fees.

- 1. Pyrotechnics special affects material \$100
- 2. Temporary membrane structures, tents, and canopies \$50*

*Fee per structure with a maximum \$100 per site

Revenue Code – 10-10-3434-4100 Fire Inspection Fees

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council accepted Building Permits & Inspection fees as presented.

Page 567 - Rescue Service. – No changes

Page 569 – Airport Fees. By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council accepted the Airport fees as presented.

Definition/Comments – Services required after normal operating hours.

- Any part of the first hour - \$100
- Any part of a half hour after the initial first hour - \$50

Revenue Code – 37-90-3839-0000 Miscellaneous Revenue

Definition/Comments – Tie down at Warren Field Airport.

- Daily tie down fee - \$ 5
- Monthly tie down fee - \$40

Revenue Code – 37-90-3453-0002 Tie Down Rentals

Page 571- Cemetery Fees. Mr. Alligood reviewed that Council directed staff to leave the \$200 perpetual care fee in the Perpetual Care Fund. Mr. Rauschenbach noted the City would be short \$24,000 to balance the Cemetery Fund.

Mr. Rauschenbach said being Council wants the perpetual care fee of \$200 to continue to go into the Perpetual Care Trust Fund then the cemetery fund will be short \$24,000; so we will either need to make it up by increasing fees or fund balance appropriation out of the cemetery fund.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved taking \$24,000 out of the fund balance in the cemetery fund.

Rescue Services

Definition/Comments - EMS Transport to Beaufort County Hospital

Fees Charged -

Description	
ALS Emg. Transport - Co. Resident	\$550.00
ALS Emg. Transport - Non-Co. Resident	\$655.00
ALS Level 2 Emg Transport	\$755.39
BLS Emg. Transport - Co. Resident	\$450.00
BLS Emg. Transport -Non-Co. Resident	\$555.00
ALS Treatment No Transport	\$350.00
BLS Treatment No Transport	\$250.00
Patient Transport Mileage Charge	\$14.00

ALS = Advance Life Support

BLS = Basic Life Support

Note: Level 2 ALS transport involves 3 or more ALS patient procedures

Note: Level 2 ALS transport charges same for County & Non-County Residents

Revenue Code – 10-10-3434-4104 Rescue Squad Charges

Page 576 - Aquatics Center fees.

**Aquatic and Fitness Center
Membership Fees**

Definition/Comments - Membership dues at the Aquatic and Fitness Center	
Fees Charged -	
Aquatic/fitness membership-annual	Individual \$360 Family \$480 Application fee \$25
Aquatic/fitness membership-quarterly	Individual \$105 Family \$135 Application fee \$25
Aquatic/fitness membership-monthly	Individual \$40 Family \$50 Application fee \$25
College student, military, senior (>55)	10% discount Application fee \$25
Revenue Code - 10-40-3612-4130 Aquatic Memberships	

Miscellaneous Fees – Aquatic Center

Definition/Comments - Miscellaneous services at the Aquatic Center as detailed below

Fees Charged -

Open Pool Fee	\$5 per visit
Swimming Lessons - Non-Member	\$35
Swimming Lessons – Members	\$25
Facility Rental for Party Non-Member	\$50 per rental(1 hr in pool 1 hr in classroom)*
Facility Rental for Pool Party- Members	\$35 per rental (1 hr in pool 1 hr in classroom)*
Facility Rental for Summer Groups (Jun-Aug)	(1 hour in pool) \$65*
Facility Rental for Non-Profit Groups	(1 hour in pool) \$55*
Facility Rental extra people in pool	\$2/child after attendance reaches 10 kids*
	20 children - \$10 for extra lifeguard*
	\$10 for additional guards for each additional 10 children*
Daily Pass	\$5 per day
Water Aerobics – Non-Member	\$35 per month
Yoga – Non-Member	\$38 for 15 sessions
Locker Fees	\$3 per month for small
	\$4 per month for medium
	\$8 per month for large
Classroom Rental	\$20 per hour*
Lap Lane Rental	\$10 per hour*
Lifeguard course	\$150 per person

*Above rental fee rates are for City residents. Non City residents pay double the amount listed.

Revenue Code - 10-40-3612-4131 Aquatic Center User Fees

10-40-3612-4135 Aquatic Center Rentals

A motion was made by Councilman Beeman and seconded by Mayor Pro tem Roberson to accept the fees as recommended. Discussion followed. Mayor Hodges expressed concern with increasing the fees. Mr. Rauschenbach suggested fees will be increase by \$5 per month. Councilman Mercer stated the City can't continue to subsidize the pool and he suggested reducing hours of operation of the pool to 5 day/40 hours per week with staff determining days/hours to open. Current hours are: M-F (6:00am-7:00pm) and Saturday (10:00am-6:00pm) Sunday (Closed) – total of 73 hours. (It was mentioned that the facility was closed from 1:00pm-3:00pm daily – this occurred several years ago and they are no longer closed during those times.) Discussion regarding hours and fees. Mayor Hodges suggested increasing marketing efforts for the aquatics center. Mr. Allgood reviewed conversations with PARTF regarding the pool, possibly partnering with someone to manage and market the facility.

Councilman Beeman rescinded his motion and Mayor Pro tem Roberson withdrew his second to Councilman Beeman's motion.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved reducing hours at the Aquatics Center to a 40 hour work week with staff determining hours of operation.

By motion of Councilman Beeman, seconded by Mayor Pro tem Roberson, Council made a motion to not accept the recommended increase in the Aquatic/Fitness Membership fees.

Page 576 - Facility Rental fees * Rental fee rates are for City residents. Non-City residents pay double the rental fee.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved the recommendation from staff, leaving the rental fees as presented.

Page 583 - Lights at ball field. Councilman Mercer inquired if the \$25.00 for the light fees at the ball fields actually covers the cost. Mr. Rauschenbach will forward the actual cost of the lights to Council.

Page 585 is a duplication of page 561 – this will be corrected.

Page 587- Waterfront Docks fees. These fees were previously approved.

Page 589 – Library. Mr. Alligood noted there we no changes proposed.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council accepted the Library fees as presented with the exclusion of test proctoring fees and suggested the Library board/staff review that fee and make a suggestion to Council.

Page 596 - Water Sales fees.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council accepted the Water Sales Schedule as presented.

Page 606 -609 Sewer Sales fees.

Councilman Mercer inquired why not charge a fixed fee like water. Mr. Lewis stated staff didn't change it because it wasn't mandated by the State. Mr. Lewis stated the change would impact our 12 large customers. Mr. Lewis suggested that the single rate for sewer sales be 0.04516 and 0.04946 (industrial pretreatment).

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved a single rate for sewer sales – inside City at 0.04516 and 0.04946 (industrial pretreatment) and sewer service inside metered non-water related 0.04756; sewer service outside metered non-water related 0.04946; sewer service –outside metered in gallons non-water related 0.00660.

Page 611 Stormwater fees.

Councilman Mercer recommended not adjusting Stormwater fees until the study has been completed.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council approved increasing the residential Stormwater fee by \$1.00 and leaving the commercial fee as is until the study has been completed.

Fees Charged-	Current Fee	Approved Fee
Residential impervious surface up to 1,517 sq. ft.	\$2.65	\$3.65
Residential impervious surface 1,518- 2,322 sq. ft.	\$4.00	\$5.00
Residential impervious surface 2,323sq. ft. and more	\$5.35	\$6.35

Page 624 - Electric Sales. Staff suggesting holding this until the cost of use study has been completed.

Page 627 – Residential Waste. Recommended increase \$1 per month.

By motion of Councilman Brooks, seconded by Mayor Pro tem Roberson, Council approved \$1 per month increase on residential waste (from \$14 to \$15 per month).

Page 628 – Tipping Fees.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council approved tipping fees as presented.

Tipping Fees Charged -- Based on the following rates:

4 cubic yard tipping fee	\$64 per month (twice per week service)
8 cubic yard tipping fee	\$128 per month (twice per week service)
1 cubic yard shared tipping fee	\$16 per month total (twice per week service)
2 cubic yard shared tipping fee	\$32 per month total (twice per week service)
3 cubic yard shared tipping fee	\$48 per month total (twice per week service)
4 cubic yard shared tipping fee	\$64 per month total (twice per week service)
5 cubic yard shared tipping fee	\$80 per month total (twice per week service)
6 cubic yard shared tipping fee	\$96 per month total (twice per week service)
7 cubic yard shared tipping fee	\$112 per month total (twice per week service)
Commercial roll-out cart	\$4 per month (once per week service)

COMMENTS:

Councilman Mercer reviewed his thoughts from last night regarding the proposed 1½ cent tax increase and the \$190,000 payment in lieu of sales taxes – he reminded Council that he would vote against the budget if those items were included. Councilman Mercer voiced he found \$310,000 to replace that money if those proposals were removed from the budget. Also, he stated he made some adjustments to the General Fund revenue and if you use these adjusted numbers he can produce approximately \$134,000 in additional revenue. Next in looking at cutting expenses he found about 8-9 items but added \$15,000 to EMS medical supplies. Further, Councilman Mercer suggested there was one other item that he could recommend saving and that would involve cutting hours at the Library to a 5-day 40 hour week with staff determining hours of operation. With all these suggested recommendations that would generate \$333,700 which would allow us to eliminate 1½ cent tax increase and the \$190,000 in payment in lieu of sales tax. Councilman Mercer inquired if Council and staff would wanted to pursue his recommendations.

RECESS

DISCUSSION: FUND BALANCE

Councilman Mercer inquired if Council wants to eliminate the 1½ cent increase in property tax. Mayor Pro tem Roberson responded ‘yes’ but Council has already voted on \$190,000. Mr. Alligood reviewed what was eliminated last night with regards to outside agencies, which accumulated around \$40,000. Further, Mr. Alligood stated you only need to pick up another \$84,000 to not have a tax increase.

By motion of Councilman Mercer, seconded by Councilman Beeman, Council approved adding \$15,000 in EMS supplies.

Mayor Pro tem Roberson mentioned there was no COLA recommended in the budget and employee's did not have a cost-of-living increase last year. Mayor Pro tem Roberson recommended putting in at least a 1% cost-of-living this year. Councilman Mercer stated Council voted not to approve the expansion budget but he would like to look at 2 or 3 positions which needed to be improved but the majority of our salaries are in very good shape. Councilman Mercer recommended not to give a COLA but adjust pay scale by 2%. Anyone not at minimum would get an increase to minimum and this would allow room for growth. Councilman Beeman said he feels City staff needed at least a 1% COLA, as they did not receive a cost-of-living last year. Councilman Mercer discussed merit and the pay scale and Mayor Pro tem Roberson suggested 1% COLA which equals \$98,000. Councilman Beeman stated we gave a bonus last year and not a cost of living increase. Councilman Mercer requested if Council is recommending a cost of living and a merit and Council responded 'yes'. Councilman Mercer recommended a 1%, 2%, 3% merit instead of COLA. Councilman Brooks recommended a 2% COLA for City employee's. Councilman Mercer suggested establishing a program to move pay grades consistent with the consumer price index and reiterated increasing pay grades. Ms. Hodges explained the CPI is 1.3%.

Councilman Mercer stated he was under the impression you either had one or the other in the same year (merit or COLA) and Mayor Pro tem Roberson did not understand that to be the case. Councilman Brooks inquired if an employee was at the maximum of \$29,000 - they are at the lowest pay grade and has been employed for a long time with the City what could be done to help that employee? Mr. Alligood expressed that you could extend the range so they would have an opportunity to get a true merit instead of a onetime bonus but the next year they would be maxed out again or you can allow for a COLA because a COLA allows you to maintain the ability of cost-of-living. The merit allows you to separate the employees who are doing a good job.

Councilman Mercer made a motion to adjust the merit pay scale so that the lowest rating is 1%, the mid rating is 2%, and the top rating is 3%. He suggested this would increase the mid-range by 25% and the top range by 50% - motion died for lack of second.

Councilman Pitt said a COLA would be more fair to employee's but where would we pull the money from. Mayor Pro tem Roberson suggested taking the dollars from Electric Transfer. Mr. Alligood explained COLA versus bonus and that COLA impacts the employee's accumulative pay.

Mr. Alligood summarized we need 1¢ property tax increase to make up the \$80,000 that is left. Council has directed they don't want to raise taxes so we either have to cut out the \$80,000 and if directed by Council we can push certain capital items that have already been identified. This would take care of the current budget, then Council can decide if you want to do a COLA and we would have to find that money. Mayor Pro tem Roberson has suggested making an additional transfer instead of delaying capital. Councilman Brooks noted he didn't want a property tax increase, but he wanted to implement a COLA for the employees.

Council members reiterated the need to take care of employees. Councilman Mercer suggested .5% COLA equivalent to \$50,000 and increase the Electric Fund transfer by \$50,000 and increase the merit scale.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council approved a 1.3% COLA and transfer the additional monies from the Electric Fund. Motion passed with Councilman Mercer opposing.

Councilman Brooks expressed his desire was for the 2% COLA increase. Councilman Pitt said we need to take care of our employees.

Mr. Alligood clarified – add 1.3% COLA funded with a transfer from Electric Fund, plus we will still be short by \$80,000 if we do not increase taxes, plus the addition of the \$15,000 to EMS for medical supplies. Mr. Rauschenbach stated the current amount needed to be transferred from the Electric Fund is \$91,475 plus the COLA of \$82,542. The current transfer is \$470,000 plus the additional transfers. Mr. Alligood explained that the budget is balanced with the additional appropriations that were approved tonight.

By motion of Councilman Beeman, seconded by Mayor Pro tem Roberson, Council approved the additional \$91,475 in Electric Fund transfers. Motion passed with Councilman Mercer opposing. Councilman Mercer expressed that he is not opposed to taking care of our employees as they are our most valuable asset, but we are looking after them every year with the merit system.

DISCUSSION: VEHICLE REPLACEMENT PROGRAM

City Manager, Brian Alligood reviewed the section on General Fund and Fund Balance noting the highlighted section is where we show the unassigned/unrestricted funds. There is currently a fund balance policy which states you will maintain two months operating reserve and you will maintain two million dollars for a natural disaster. This leaves the City with \$1.88 million dollars to set this money aside for specific projects.

Mr. Alligood explained the proposed vehicle replacement fund. The goal of the vehicle replacement schedule is to level expenditures every year. Mr. Alligood recommended funding this program at \$1.1 million, this is the initial amount and then every year fund it at \$482,766 (fixed amount). Councilman Mercer agreed establishing a vehicle replacement program is the first step in the right direction but expressed some of his concerns.

Department	Description	#	Year	Make/Model	Useful Life (yrs.)	Base Cost	Cost/Year	Years Old	Base Reserve	Replacement Schedule						Calc. Year	
										2015	2016	2017	2018	2019	2020		2021
Police	Patrol Vehicles	130	2014	Ford Interceptor	5	36,000	7,200	1	7,200					36,000			2019
Police	Administrative	131	2009	Chevrolet Traverse	9	36,000	4,000	6	24,000			36,000					2018
Police	Patrol Vehicles	132	2015	Ford Interceptor	5	36,000	7,200	-	-						36,000		2020
Police	Patrol Vehicles	134	2013	Dodge Charger	5	36,000	7,200	2	14,400					36,000			2018
Police	Administrative	135	2009	Chevrolet Impala	9	36,000	4,000	6	24,000			36,000					2018
Police	Patrol Vehicles	136	2010	Ford Crown Victoria	5	36,000	7,200	5	36,000	36,000						36,000	2015
Police	Administrative	137	2009	Ford F-150	9	36,000	4,000	6	24,000			36,000					2018
Police	Administrative	138	2011	Ford Fusion	9	36,000	4,000	4	16,000					36,000			2020
Police	Administrative	139	2009	Chevrolet Impala	9	36,000	4,000	6	24,000			36,000					2018
Police	Animal Control	140	2015	Ford Truck	9	36,000	4,000	-	-								2024
Police	Patrol Vehicles	141	2015	Ford Interceptor	5	36,000	7,200	-	-						36,000		2020
Police	Patrol Vehicles	142	2008	Ford Crown Victoria	5	36,000	7,200	7	36,000	36,000						36,000	2013
Police	Administrative	143	2008	Chevrolet Tahoe	9	36,000	4,000	7	28,000			36,000					2017
Police	Administrative	144	2010	Dodge Avenir	9	36,000	4,000	5	20,000					36,000			2019
Police	Patrol Vehicles	145	2010	Ford Crown Victoria	5	36,000	7,200	5	36,000							36,000	2015
Police	Patrol Vehicles	147	2008	Ford Crown Victoria	5	36,000	7,200	7	36,000	36,000							2013
Police	Patrol Vehicles	148	2015	Ford Interceptor	5	36,000	7,200	-	-						36,000		2020
Police	Patrol Vehicles	150	2014	Ford Interceptor	5	36,000	7,200	1	7,200					36,000			2019
Police	Patrol Vehicles	151	2012	Dodge Charger	5	36,000	7,200	3	21,600			36,000					2017
Police	Disaster response	153	2000	AMC Humvee	10	0	0	15	-								2010
Police	Disaster response	154	2000	AMC 2.5 ton truck	10	0	0	15	-								2010
Police	Patrol Vehicles	157	2004	Ford Crown Victoria	5	36,000	7,200	11	36,000	36,000						36,000	2009
Police	Patrol Vehicles	158	2012	Dodge Charger	5	36,000	7,200	3	21,600			36,000					2017
Police	Patrol Vehicles	159	2013	Dodge Charger	5	36,000	7,200	2	14,400					36,000			2018
Police	Patrol Vehicles	160	2011	Ford Crown Victoria	5	36,000	7,200	4	28,800			36,000					2016
Police	Patrol Vehicles	161	2010	Chevrolet Impala	9	36,000	4,000	5	20,000					36,000			2019
Police	Administrative	164	2004	Pontiac Grand Am	9	36,000	4,000	11	36,000	36,000							2013
Police	Administrative	166	2014	Dodge truck	9	36,000	4,000	1	4,000								2023
Total						396,000	152,800		515,200	252,000	108,000	216,000	144,000	344,000	216,000		
Reserve balance maximum									515,200	415,200	453,200	385,200	603,200	411,200	847,200		
Reserve balance minimum								33%	168,000	68,000	112,000	48,000	64,000	64,000	0		
Budget							142,800										
Budget change to level							19,000										
Fire	Aerial ladder #1	230	2006	Pierce	20	850,000	43,500	9	382,500								2026
Fire	Fire Engine # 1	231	2000	Spartan	20	450,000	22,500	15	337,500					450,000			2020
Fire	Fire Engine # 2	233	1996	Freightliner	20	450,000	22,500	19	427,500			450,000					2016
Fire	Rescue Truck 1	235	2013	Kenworth	20	400,000	20,000	2	40,000								2033
Fire	Fire Engine # 3	236	1998	Ford D80	20	450,000	22,500	27	450,000			450,000					2008
Fire	Staff/Station	237	2015	Ford F150 XL	10	31,000	3,100	-	-								2025
EMS	Staff/Station	238	2005	Chevrolet 5 ton 4x4	10	31,000	3,100	10	31,000			30,000					2013
Fire	Staff/Station	248	2014	Ford Explorer	10	31,000	3,100	1	3,100								2024
Fire	Disaster response	255	2006	2 1/2 TON MILITARY VEHICLE	10	0	0	9	-								2016
EMS	Ambulance	441	2008	Chevrolet	7	150,000	21,429	7	150,000	150,000							2013
EMS	Ambulance	432	2011	Wheeler Coach	7	150,000	21,429	4	85,714			150,000					2018
EMS	Ambulance- new rotation	431	2013	Add when #430 purchased	7	150,000	21,429	2	42,857						150,000		

Department	Description	#	Year	Make/Model	Useful Life (yrs.)	Base Cost	Cost/Year	Years Old	Base Reserve	Replacement Schedule						Calc. Year	
										2015	2016	2017	2018	2019	2020		2021
Fire/EMS	Total				163	3,349,000	283,586			1,380,171	150,000	480,000	600,000	0	600,000	0	
Reserve balance maximum										1,380,171	2,089,767	1,727,943	1,990,929	1,584,524	1,198,100	1,341,686	
Reserve balance minimum								42%		812,871	865,657	589,243	192,829	396,434	0	283,586	
Budget							158,000										
Budget change to level							83,586										
Miscellaneous	Administrative	133	2008	Chevrolet Impala	10	-	-	-	-								2018
Total										0	0	0	0	0	0	0	
Reserve balance maximum										0	0	0	0	0	0	0	
Reserve balance minimum										0	0	0	0	0	0	0	
Warehouse	Fork Lift	113	2009	Mitsubishi FD30N-D	15	30,000	2,000	6	12,000								2024
Total							30,000	2,000	6	12,000							
Reserve balance maximum										12,000	14,000	18,000	18,000	20,000	22,000	24,000	
Reserve balance minimum										12,000	14,000	18,000	18,000	20,000	22,000	24,000	
Budget							0										
Budget change to level							2,000										
Inspection	Inspection	121	2000	Jeep Cherokee	10	20,000	2,000	15	20,000	20,000							2010
Inspection	Inspection	122	2012	Ford F-150	10	20,000	2,000	3	6,000								2022
Inspection	Inspection	123	2013	Ford F-150	10	20,000	2,000	2	4,000								2023
Total							60,000	6,000		30,000	20,000						
Reserve balance maximum										30,000	16,000	22,000	28,000	34,000	40,000	48,000	
Reserve balance minimum									47%	14,000	0	6,000	12,000	16,000	24,000	38,000	
Budget							20,000										
Budget change to level							(24,000)										
Res. Sr. Ctr.	Passenger Van	802	2001	Chevrolet Astro	10	25,000	2,500	14	25,000			25,000					2011
Res. Sr. Ctr.	Handicap Van	803	2008	Ford E34G	15	46,000	3,067	7	21,467								2023
Total							71,000	5,567		46,467		25,000					
Reserve balance maximum										46,467	52,033	32,688	88,167	43,783	49,980	54,867	
Reserve balance minimum									57%	26,467	32,033	12,688	18,167	23,783	25,388	34,867	
Budget							0										
Budget change to level							5,567										
Streets	1/2 ton pickup	451	2006	Chevrolet Silverado	10	23,000	2,300	9	20,700	23,000							2016
Streets	Utility body lift	452	2008	Ford F-250	10	31,000	3,100	7	21,700				31,000				2018
Streets		454	2014	Ford F-750	10	63,000	6,300	1	6,300								2024
Streets	2 ton dump truck	455	2001	Chevrolet Dump Truck	10	75,000	7,500	14	75,000	75,000							2011
Streets	Motor Grader	461	2001	Caterpillar 120G	20	121,000	6,050	14	84,700						121,000		2021
Streets	Front End Loader	463	2012	Hyundai H1740TM-9	15	94,000	6,267	3	18,800								2027
Streets	Asphalt roller	464	1996	Izuzu C330B	25	67,000	2,680	19	50,920								2021
Streets	Dump truck 16.																

Department	Description	#	Year	Make/Model	Useful Life (yrs.)	Base Cost	Cost/Year	Years Old	Base Reserve	Replacement Schedule					Calc. Year
										2016	2017	2018	2019	2020	
Streets- PB	Street Sweeper	466	2012	Autocar	8	250,000	31,250	3	93,750						2020
Streets	Tractor	468	2006	John Deere 6715	15	70,000	4,667	9	42,000						2021
Streets	Mowing Tractor	469	1993	Ford 5610	15	35,000	2,333	22	35,000	35,000					2008
Streets	Mowing tractor- r/w airport	New		120 hp	15	130,000	8,667				130,000				
Garage	Utility body lift	512	2007	Ford F-250	10	31,000	3,100	8	24,800		31,000				2017
				Total		1,100,000	56,233		595,670	253,000	361,800	31,000	0	250,000	250,000
				Reserve balance maximum					595,670	425,885	360,897	424,310	519,523	364,737	281,950
				Reserve balance rate/increase				6%	592,720	223,993	358,147	222,860	317,578	162,787	0
				Budget			75,000								
				Budget change to level			20,213								
Greens & Maint.		501	2009	Ford F-150	10	25,000	2,500	6	15,000					25,000	2019
Greens & Maint.	3/4 ton	504	2008	Ford F-250	10	31,000	3,100	7	21,700			31,000			2018
Greens & Maint.	3/4 ton	505	2005	Dodge Ram 2500	10	31,000	3,100	10	31,000	31,000					2015
Greens & Maint.	3/4 ton	506	2004	Ford F-250	10	31,000	3,100	11	31,000	31,000					2014
Greens & Maint.		507	2015	Ford F-350	10	41,000	4,100	-	-						2025
Greens & Maint.	3/4 ton	508	2015	Ford F-150	10	25,000	2,500	-	-						2025
				Total		184,000	18,400		98,700	62,000	0	31,000	25,000	0	0
				Reserve balance maximum					98,700	55,100	73,500	60,900	54,300	72,700	81,100
				Reserve balance rate/increase				45%	84,400	800	15,200	6,600	0	18,400	86,800
				Budget			0								
				Budget change to level			18,400								
				Grand Total	11	5,524,000	482,766		3,236,208	737,000	774,600	878,000	169,000	994,000	478,000
				Reserve balance maximum					3,236,208	2,983,574	2,820,740	2,295,505	2,689,271	2,098,097	2,106,802
				Reserve balance rate/increase				45%	1,458,458	1,204,424	813,190	517,955	831,721	570,487	529,252
				Consolidated minimum adjustment					(320,687)						
				Minimum beginning reserve					1,138,171						
				Budget			387,600								
				Budget change to level			95,766								

Notes:

- 1) Replacement schedule is based on useful life, not on what is currently planned
- 2) Add contribution inflation adjustment 2.5%
- 3) Total vehicle replacement cost 5,524,000
- 4) Annual reserve contribution 482,766
Current 15/16 budget 387,000
15/16 Budget adjustment 95,766
- 5) Initial reserve- minimum 1,138,171
- 6) Take out of service: City Hall Jeep (PD #133), Rec Admin Jeep, HR truck, PD forfeited vehicle

Fund Balance	2013	2014
Non-spendable		
Inventory	90,380	94,235
Prepaid items	30,987	29,418
Restricted:		
Stabilization by state sta	1,616,400	1,757,518
Total unavailable	1,737,727	1,881,171
Restricted all other	158,050	182,143
Committed	21	21
Assigned	189,471	243,945
Unassigned	5,962,258	6,238,713
Total available	6,307,780	6,844,822
Grand total	8,045,507	8,525,993

W&S Powell BM

Fund Balance- General Fund

4/14/2015

It is important to distinguish between the statutory calculation of fund balance available for appropriation and the fund balance that is reported on a unit's General Fund Balance Sheet. Fund balance available for appropriation represents the maximum amount that is legally available for appropriation in the next year per NCGS 158-8(e). This amount includes funds that are restricted in nature and funds that the unit has already committed to spend in subsequent years for various purposes. For example, fund balance available for appropriation would include any Powell Bill moneys on hand at June 30 that are restricted for use for streets. Those funds will be recorded as restricted fund balance on the Statement of Net Position because our General Statutes restrict how the funds are to be spent.

The categories of fund balance that one may see on the Balance Sheet are:

- Non-spendable: fund balance that is not spendable by its nature; created by long-term receivables, inventory, or the non-spendable corpus of a trust
- Restricted: funds on which constraints are placed externally by creditors, grantors, contributors, or laws of other governments or imposed by law through enabling legislation or constitutional provisions. Restricted fund balance includes the amount restricted by North Carolina General Statutes as unavailable for appropriation in the next budget year. As a result the reader of the financial statements cannot make a direct connection between the fund balance that appears on the financial statements and the fund balance available calculation that appears in the CAFR.
- Committed: funds to be used for specific purposes as dictated by formal action of the unit's governing body
- Assigned: amounts that are constrained by the government's intent but are neither restricted or committed
- Unassigned: funds that do not fall into any of the other spendable categories

City FB policy	
2 month operating reserve	2,354,751
Natural disaster recovery	2,000,000
Total reserve policy	4,354,751

Available for assignment or commitment 1,883,962 Unassigned net of FB policy

Recommend assignments/commitments:		
Vehicle reserve increment current year	95,766	
Vehicle replacement fund	1,138,171	1,233,937
Facility maintenance	850,025	
Total	1,883,962	

Other assignments/commitments:	
Police Station	1,000,000
Havens Garden PARTF match	500,000
Street paving fund	500,000
Total	2,000,000

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the vehicle reserve increment current year: \$95,766; vehicle replacement fund: \$1,138,171 and facility maintenance: \$500,000.

*Installment each year at \$482,766.

Councilman Mercer said the next step would be to expand this to the Enterprise Funds. Mr. Alligood stated the next piece will be the Facility Maintenance Program.

SCHEDULED MEETING DATES:

May 11th – Public Hearing for recommended budget

May 25th – meeting cancelled - Memorial Day

June 8th – Adopt budget

CLOSED SESSION: UNDER NCGS § 143-318.11(A)(3) ATTORNEY/CLIENT PRIVILEGE; (A)(1) DISCLOSURE OF CONFIDENTIAL INFORMATION UNDER CHAPTERS 132 PUBLIC RECORDS AND 159B CONFIDENTIAL CONTRACT DISCUSSIONS AND (A)(6) PERSONNEL.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council agreed to enter into closed session at 8:30pm under NCGS § 143-318.11(a)(3) Attorney/Client Privilege; (a)(1) Disclosure of Confidential Information under Chapters 132 Public Records and 159B Confidential Contract Discussions and (a)(6) Personnel.

By motion of Councilman Mercer, seconded by Councilman Brooks, Council agreed to come out of closed session at 9:00pm.

ADJOURN:

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 9:05pm until Monday, May 11, 2015 at 5:30 pm, in the Council Chambers.

(Subject to the Approval of the City Council)

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

The Washington City Council met in a regular session on Monday, May 11, 2015 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;; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney. Larry Beeman, Councilman was absent and excused.

Also present were: Matt Rauschenbach, Administrative Services Director/C.F.O.; Robbie Rose, Fire Chief; Allen Lewis, Public Works Director; Gloria Moore, Library Director; Susan Hodges, Human Resources Director; Kristi Roberson, Parks and Recreation Manager; Keith Hardt, Electric Utilities Director; John Rodman, Community & Cultural Services Director; David Carraway, Network Administrator and Mike Voss, Washington Daily News.

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

APPROVAL OF MINUTES:

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the minutes of April 27 & 28, 2015 as presented.

APPROVAL/AMENDMENTS TO AGENDA:

APPROVAL/AMENDMENTS TO AGENDA:

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

PRESENTATION: FORD WORTHY – DONATION OF TWENTY LIVE OAK TREES



CONSENT AGENDA:

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

A. Approve – Declare Surplus/Authorize – Electronic Auction of Vehicle through Gov Deals

<u>Vehicle #</u>	<u>Make/Model</u>	<u>Department</u>	<u>Serial #</u>	<u>Meter Reading</u>
111	1996 Jeep Cherokee	Municipal Bldg.	IJ4FT28S8TL267550	65,169
454	International Dump Trk.	Public Works	1HTSCABM1XH608162	92,155

B. Approve – Educational Attainment Incentive Pay for Paramedic Certification

*approve revision to the Educational Attainment Incentive Pay Plan eliminating the 5% pay increase for Emergency Medical Technician - Intermediate certification and replacing it with a 5% pay increase for initial certification as Paramedic for employees who occupy positions assigned to a salary grade at or above the salary grade for Firefighter/Paramedic classification effective May 11, 2015

C. Adopt – Resolution fixing date for public hearing on the contiguous annexation of the Granville Lilley property

RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation of the contiguous area described herein has been received; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

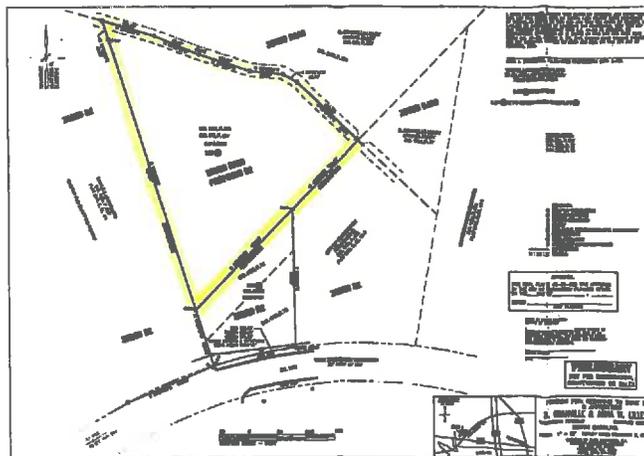
WHEREAS, certification by the City Clerk as the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, June 8, 2015.

Section 2. The area proposed for annexation is described as follows:

Being 3.47 acres of land noted on the survey “D. Granville & Anna W. Lilley” by Hood Richardson dated February 9, 2015 and being located in Washington Township, Beaufort County North Carolina and being more particularly described as follows:



Together with and subject to covenants, easements and restrictions of record. Said property to be annexed contains 3.47 acres.

Section 3. Notice of the public hearing shall be published once in the Washington Daily News, a newspaper having general circulation in the City of Washington, at least ten (10) days prior to the date of the public hearing.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Jay MacDonald Hodges
Mayor

- D. Adopt – Airport Vision Grant Runway 5-23 Lighting Rehab Project Ordinance Amendment

AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2014-2015

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

Section 1. That the following appropriation account numbers be increased or decreased in the amounts shown in the Airport Rehabilitation Capital Project Grant Fund to account for grant funded rehabilitation projects at the airport:

71-90-4530-0400 Professional Services \$68,530

71-90-4530-4500 Airport Rehabilitation (\$68,530)

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

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

Adopted this the 11th day of May, 2015.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

- E. Adopt – Budget Ordinance Amendment to establish Vehicle Replacement and Facility Maintenance Funds

AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2014-2015

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

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

10-00-3991-9100 Fund Balance Appropriated \$1,733,937

Section 2. That the following accounts and amounts be increased in the Miscellaneous division of the General Fund appropriations budget to fund the establishment of vehicle replacement and facility maintenance funds:

10-00-4400-8600	Transfer to Vehicle Fund	\$1,233,937
10-00-4400-8700	Transfer to Facility Maintenance Fund	\$ 500,000
	Total	\$1,733,937

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 11th day of May, 2015.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Mac Hodges
Mayor

COMMENTS FROM THE PUBLIC:

Mike Weeks (owner of Loreta’s Frozen Desserts - Greenville) came forward and asked for Council’s support of Loreta’s Frozen Desserts to operate a vendor cart along the Washington waterfront. (This item comes up later in the agenda and will be discussed further at that time.)

SCHEDULED PUBLIC APPEARANCES: NONE

CORRESPONDENCE AND SPECIAL REPORTS:

MEMO – TENNIS COURTS

(memo accepted as presented) Kristi Roberson, Park & Recreation Manager

The Recreation Advisory Committee met on April 20, 2015 and discussed the options for tennis courts. The following options were provided:

1. Resurface the current tennis courts at Bug House Park. The contractor stated this would not KEEP them safe and playable. Estimated cost is \$11,000.
2. Relocate the tennis courts to another location. New courts will cost an estimated \$90,000.00
 - a. The subject of walkability was discussed.
 - b. The proposed location was at the McConnell Complex.
3. Partner with Washington High School and create a Joint Use Agreement for their 6 tennis courts. Estimated Project costs are \$30,000 and the City will be responsible to pay half.

The Recreation Advisory Committee was uncomfortable making a recommendation at that time. They wanted to gather more information. RAC will revisit this discussion during the May 18, 2015 meeting.

Councilman Mercer noted that the Recreation Advisory Committee will not meet to discuss this item until May 18th. Council continued this item until June 8th to allow the Recreation Advisory Committee time to further review the matter.

MEMO – BUDGET TRANSFER – GENERAL FUND

(memo accepted as presented) Matt Rauschenbach, C.F.O.

The Budget Officer transferred \$4,330 of funds between the Recreation Admin, Recreation Events & Facilities and Aquatic Center departments of the General Fund appropriations budget for water and electric services.

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

Request for Transfer of Funds

	Department	Account #	Object Classification	Amount
FROM:	Recreation	10-40-6120	1601	\$3,000
			7000	\$80
		10-40-6121	1100	\$250
			1502	\$1000
TO:	Recreation	10-40-6126	1300	\$4330

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:

HUMAN RELATIONS COUNCIL

(report accepted as presented)

**Human Relations Council (HRC) report for the month of April
Monday May 11, 2015 City Council Meeting**

MISSION STATEMENT

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

SCHEDULED PUBLIC APPEARANCES: None

OLD BUSINESS:

Update – Spring Symposium: Board member Recko distributed a handout to all Board members and reviewed the following updates:

**Beaufort County/Washington Housing Symposium
“A Home is more than Bricks and Mortar!”**

Tentative Schedule

10:00 – 10:15	Welcome and introductions Mayor County Commissioner Chair
10:15 – 10:45	Keynote Speaker HUD or NCHFA Representative/Realtor Representative
11:00 – 11:45	Realtor Overview The housing market in Washington and Beaufort County

12:00 – 1:00	Lunch
1:00 – 1:45	Assisted/Supportive/Emergency/Shelter Housing Overview Availability of assisted housing in Washington and Beaufort County
2:00 – 2:45	Fair Housing
3:00 – 3:45	Roundtable
3:45 – 4:00	Final Thoughts and Review

Board member Recko reviewed the need assessment for the Spring Symposium and requested assistance from the Human Relations Council. Also, he is expecting approximately 100-125 attendees.

By motion of Board member Howard, seconded by Board member O’Pharrow, the Council approved allocating \$200 toward the Spring Symposium ~ date to be determined. Tentative dates are June 11th, 18th, or 25th.

Discussion – Expiring terms: Vice-chair St. Clair reviewed the expiring terms and the two vacancies on the Human Relations Council. There will be a total of seven (7) positions available for appointment. It is crucial that we beat the bushes for viable candidates to recommend to City Council for appointment.

NEW BUSINESS: None

OTHER BUSINESS:

FYI – All FYI items and reminders were discussed inclusive of the March 10, 2015 report submitted to City Council, financial report and updated Board members contact information.

APPOINTMENTS: NONE

OLD BUSINESS:

ADOPT/AUTHORIZE – ORDINANCE APPROVING THE ASSET PURCHASE AGREEMENT AND THE FULL REQUIREMENTS POWER PURCHASE AGREEMENT BETWEEN THE NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY AND DUKE ENERGY PROGRESS, CONSENTING TO THE RELATED TRANSACTIONS, AND AUTHORIZING EXECUTION OF CERTAIN, RELATED AND NECESSARY AGREEMENTS

The City of Washington is a 4.0871 percentage member of the North Carolina Eastern Municipal Power Agency (NCEMPA). NCEMPA has agreed to sell its ownership interest in the jointly owned generation assets to Duke Energy Progress, Inc. (DEP). This agreement will lower wholesale power costs and provide NCEMPA members with an opportunity to pass related savings on to their customers.

The North Carolina General Assembly passed legislation that generally approved this agreement as well as related transaction and specifically authorized NCEMPA to borrow money to pay the remaining outstanding debt and allowed DEP to recover the costs associated with purchasing the generation power plants. The Governor signed this legislation, Senate Bill 305, NCEMPA Asset Sale, into law on April 2, 2015. Approval from all 32 NCEMPA members’ city councils and the Greenville Utilities Commission is required for this asset sale. Upon approval from each NCEMPA member and after receipt of any remaining Federal as well as State approvals that may be required, the transaction will close. The exact impact of this transaction on an individual municipal member’s retail rates will vary for each member community based upon several factors, including but not limited to each

individual member's (1) share of the remaining outstanding debt, (2) maintenance needs, (3) other needs that may have been postponed to defer rate increases in the past, (4) specific load characteristics, and (5) customer mix. After the sale is completed, the City will continue to provide power to its customers; own its power lines, substations and transformers that carry electricity directly to its customers; employ its own staff; and be responsible for maintenance, billing, and customer service. Selling the generation assets mitigates the risk associated with ownership of power plants and provides more predictable power costs.

The ElectriCities Board of Directors has adopted a resolution authorizing NCEMPA Management to execute the legal documents that are necessary to consummate this sale and recommend approval of this transaction to the NCEMPA members' city councils. The City has been requested to return all necessary documents by June 15th, the City Clerk has prepared the Clerk's Certificate, and the City Attorney has prepared the Attorney's Opinion. These materials will be returned promptly by City staff once the minutes of this meeting are approved by City Council on June 8th.

The North Carolina General Assembly approved Senate Bill 305, NCEMPA Asset Sale, and it was signed into law by the Governor on April 2, 2015.

The ElectriCities and NCEMPA Boards have approved this transaction and the related legal documents referenced herein.

Councilman Mercer offered comments noting that this is the most important vote that he will ever make and urged his fellow Councilmen to vote in the affirmative. Councilmembers recognized and thanked: David Barnes, Keith Hardt, Brian Alligood and Doug Mercer for their extensive work on this project. David Barnes offered thanks as well to Brian Alligood, Doug Mercer and Keith Hardt.

It was noted that Exhibit A has been replaced due to an incorrect percentage calculation, the percentage was listed as 98.8894% should be 100.0000%.

By motion of Councilman Mercer, seconded by Councilman Pitt, Council adopted the attached Ordinance of the City Council of the City of Washington, North Carolina, Determining That It Is in the Best Interests of the City of Washington to Approve the Asset Purchase Agreement and the Full Requirements Power Purchase Agreement between North Carolina Eastern Municipal Power Agency and Duke Energy Progress, Inc., to Consent to the Transactions Contemplated Thereby and to Approve and Authorize the Execution and Delivery of the Debt Service Support Contract, the Full Requirements Power Sales Agreement and the Power Sales Agreements Termination Agreement between the City of Washington and North Carolina Eastern Municipal Power Agency.

Ordinance (copy attached)

Debt Service Support Contract (copy attached)

Full Requirements Power Sales Agreement (copy attached)

Power Sales Agreements Termination Agreement (copy attached)

Asset Purchase Agreement (document on file in City Clerk's office and available for review)

Full Requirements Power Purchase Agreement (document on file in City Clerk's office and available for review)

Resolution BDR-4-15 (document on file in City Clerk's office and available for review)

Bond Resolution (draft) (document on file in City Clerk's office and available for review)

Economic Analysis (document on file in City Clerk's office and available for review)

DISCUSSION – BUDGET FOLLOW-UP (LIBRARY TEST PROCTORING FEE, BALL FIELD LIGHTING CHARGE, POOL HOURS OF OPERATION)

Ball Field Lighting Cost

	Hourly Cost	Cost 3 hours	Fixtures
Complex			
F1	15.37	46.11	60 fixtures on 5 poles, 1500 watt bulbs
F2	4.10	12.30	16 fixtures on 4 poles, 1500 watt bulbs
F3	3.07	9.21	12 fixtures on 4 poles, 1500 watt bulbs
F4	3.07	9.21	12 fixtures on 4 poles, 1500 watt bulbs
F5	3.07	9.21	12 fixtures on 4 poles, 1500 watt bulbs
F6	3.07	9.21	12 fixtures on 4 poles, 1500 watt bulbs
3rd Street			
F1	14.25	42.75	18 fixtures on 8 poles, 1000 watt bulbs
F2	12.66	37.98	16 fixtures on 8 poles, 1000 watt bulbs
JCT			
Front	16.75	50.25	16 fixtures on 6 poles, 1000 watt bulbs
Back	14.65	43.95	14 fixtures on 6 poles, 1000 watt bulbs
Kugler	14.54	43.62	34 fixtures on 8 poles, 1500 watt bulb

Current charge is \$25/field/night

Councilman Mercer suggested that we need to establish a fee for each facility rather than an across the board fee of \$25.00. This can be discussed further during the budget public hearing. After discussion, Council continued this item until June 8th to allow time for the Recreation Advisory Committee to review and forward a recommendation to Council.

Test Proctoring Fee Recommendation (no discussion)

Eight-three public libraries were surveyed on test proctoring fees. Forty-nine libraries out of the 83 responded. Seven out of the 49 libraries charged for test proctoring. Only one of the seven was a municipal library – Farmville Public Library.

The remaining 42 libraries did not charge for one or all of the following reasons:

1. The demand for proctoring was fairly small with few requests
2. Staff was limited and time did not permit
3. Proctoring was seen as another public service the library provides

Test proctoring can include incidental fees such as printing copies, faxing pages, dropping off the finished test package to be mailed which includes an hour to 1 ½ hours at most. Brown has few requests for test proctoring. In the course of eight years, we have had 5 request. This is due to the fact that Beaufort County Community College offers test proctoring as a free service. Therefore, few students require our services.

The revenue stream would be minimal. It is my recommendation that Brown Library charge a \$25 processing fee. This would cover staff salary and mileage.

A list of libraries that were surveyed follows:

Libraries	Proctoring Fees
Lee County Public Library	No charge
Appalachian Regional	\$20.00
Davis County Public Library	No charge
Sandhill Regional Library System	No charge
Granville County Library	No charge
Public Library of Johnston Co. & Smithfield	No charge
Neuse Regional Library System	\$20 per test if the student lives inside county. \$30 per test if the student lives outside our region.
Edgecombe County Library	No charge
Davidson County Library	No charge
Rutherford County Library	No charge but have considered charging
Charlotte-Mecklenburg Library	\$30
Onslow County Library	\$90 proctoring fee per exam.
Brunswick Memorial Library	\$20.00
Gaston Public Library	No charge
Alexander County	No charge
McDowell County	No charge
Pettigrew	No charge
Catawba	Do not proctor
Gaston Public Library	No charge but limits on availability
Stanly County Library	Charge is \$20 (approximately an hours salary for the reference librarian).
MUNICIPAL LIBRARIES	
Roanoke Rapids	No charge
Chapel Hill	No charge
Southern Pines	No charge
High Point	No charge
Moraviansville	No charge
Newark Public	No charge
Josephine-McCurtain	No charge
Farmville Public	\$5.00
Hickory Public	No charge
Alhambra Public	No charge
Caswell County Library	No charge
Wentzville Regional	No charge
Ferris County	No charge
Randolph County	No charge
Mitchell County Library	No charge
East Albemarle Regional	No charge
Fortson Regional	No charge
Wayne County	No charge
H. Leslie Perry	No charge
Sandhill Regional Library	No charge
Cabarrus County	No charge
Caldwell County Public	No charge
Durham County Library	No charge
Orange County Library	No charge
Duplin County	No charge
Pettigrew Regional	No charge
Haywood County	No charge

Moore Aquatic & Fitness Center (no discussion)

The Moore Aquatic and Fitness Center was built to assist in drown proofing the community and offering individuals and families an affordable place to swim year round. In addition to the generous donation by Mr. John McConnell for the Susiegray McConnell Sport Complex, he graciously gave money to assist with the construction of the pool.

City Council requested staff to generate a new schedule that would reduce the facility’s hours from 75.5 hours to 40 hours per week. These hours have not been presented to the Recreation Advisory Committee for consideration, however this item will be placed on the agenda for our May 18, 2015 meeting. Staff considered the hours of operation that were most utilized by our patrons, thus the following hours of operation are being proposed:

Monday – Friday 6:00AM – 10 AM and 4 PM – 7 PM
 Saturday 11 AM – 4 PM
 Sunday Closed

*These hours will be hard to accommodate summer swim lessons with other yearlong programs.

The proposed reduction in hours will save the City an estimated \$30,000 in staff costs. We do expect we will lose 25% of our memberships. Staff does not anticipate significant cost savings in any other line items. The pool will require the same amount of chemicals and gas to heat the pool even during nonoperational hours. The utility costs will remain constant as well, it is important to maintain facility temperatures and humidity levels to reduce building and equipment maintenance. During the 2013-2014

budget year, the Aquatic Center was able to reopen during the hours of 1 PM – 3 PM with no additional expenses.

Carl Ralph, Alton E. Meads Recreation Center, Inc. has provided a proposal to assist the City with the operation of the Moore Aquatic and Fitness Center. This proposal will save the City an estimated %50,000 per year and not require the facility to reduce hours.

Currently the Aquatic and Fitness Center is the only year round indoor aquatic facility that anyone under the age of 18 is allowed to join. It is also the home of the ECA Swim Team and the Washington High School Swim Team.

NEW BUSINESS:

ALLOW – CART VENDORS ON STEWART PARKWAY AND HAVENS GARDENS

Councilman Mercer said it appears that a process was created in 2002 that allowed vending on Stewart Parkway, we should follow the procedure that was in place at that time and allow carts on Stewart Parkway. Councilman Pitt agreed with Councilman Mercer. Mayor Hodges expressed concern with vendor carts during designated festivals. Mike Weeks explained that he would contact the appropriate agency and reserve a vendor space for the festival/event or possibly relocate to another location, he would work with Kristi Roberson on the details. Mayor Pro tem Roberson asked if the City Code needed to be amended? Franz Holscher suggested that the ordinance could be rewritten to state that peddlers are only allowed on Stewart Parkway by Council. Discussion continued.

Mr. Alligood explained that in 2002 a vending contract was created for two locations on Stewart Parkway and one location on Havens Gardens for food vendors. The Recreation Department has received another request for vending on Stewart Parkway. Currently section 22-5 of the City Code prohibits peddling on the waterfront. Councilmembers supported the concept and Mr. Alligood inquired about the process Council wants to use to allow vendors. Franz Holscher reviewed the specifics of the RFP from 2002 and inquired how many vendors does Council want to allow.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council voted to allow up to three vendors on Stewart Parkway and instructed staff to follow the RFP process as established in 2002.

AUTHORIZE – CITY MANAGER TO ISSUE A NOTICE TO PROCEED WITH LAND DESIGN FOR DOWNTOWN STREETScape DESIGNS

Community & Cultural Services Director, John Rodman explained Council had requested that Land Design submit a proposal to provide a Streetscape Master Plan to renew streetscape components in Downtown associated with the potential upgrade of utilities in the area. Mr. Rodman explained the City will utilize the \$25,000 provided in the 2014-2015 budget and WHDA will provide the difference of \$4,600.

Councilman Mercer expressed concern with only inviting Land Design to submit a proposal for this project. Mayor Hodges explained that Land Design did the Master Plan in 2009. Chris Furlough, WHDA commented on this topic and discussed the stakeholders that have been involved in the streetscape project.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council authorized the Manager to issue a Notice to Proceed with Land Design to provide a Master Plan for Downtown Streetscape Designs not to exceed \$29,600; adopted the resolution exempting the City from G.S. 143-64.31 and authorized the issuance of a purchase order..

NOTICE TO PROCEED WITH PROJECT

Project: Downtown Streetscape Master Plan

Dear Mr. Laqueux;

You are hereby notified to commence work on the above referenced project in accordance with the Scope of Services dated April 14, 2015. The project cost shall not exceed \$29,600.

The date of commencement for project work shall begin no later than fourteen days (14) days from the date of this letter. You are scheduled to complete the work within ten (10) weeks from the date of commencement.

I am looking forward to a successful project. If you have any questions or comments, please don't hesitate to give me a call.

s/John Rodman
Community and Cultural Services

s/Brian Alligood
City Manager, Authorized Official

RESOLUTION EXEMPTING CITY OF WASHINGTON UNDERGROUND UTILITY/STREETSCAPE DESIGN PROJECT FROM G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, and alternative construction delivery services (collectively "design services") to be based on qualifications and without regard to fee;

WHEREAS, the City proposes to enter into one or more contracts for design services for work on downtown underground utilities and streetscape; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than \$50,000

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WASHINGTON RESOLVES:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Jay MacDonald Hodges
Mayor

PUBLIC HEARING – ZONING:

PUBLIC HEARING – OTHER:

ADOPT – RESOLUTION TO ADOPT PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN

Mayor Hodges opened the public hearing. Community & Cultural Services Director, John Rodman reviewed the request from North Carolina Emergency Management for participation in a regional hazard mitigation plan to include Beaufort, Craven, Carteret, and Pamlico Counties. Each municipality was asked to sign an agreement as the intent of the municipality to participate in the plan. FEMA covered all costs involved in the rewrite of the plan and provided funding to Craven County as the lead agency. No funds were required by the City of Washington. The Plan received preliminary approval from FEMA stating that all jurisdictions should proceed with adoption. Adopting the regional plan will help with the Community Rating System and lower flood insurance rates.

There being no comments from the public, Mayor Hodges closed the public hearing.

Councilman Mercer expressed concern with the document, noting it was 358 pages long and he felt Council was not given adequate time to review it. It was suggested that this topic be continued until June 8th. Mayor Pro tem Roberson asked about who enforces this document. Mr. Rodman noted the City will enforce our own CRS program, the City currently has a Certified Flood Plain Manager (Allen Pittman).

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council continued the request until June 8th.

PUBLIC HEARING: DISCUSSION – FISCAL YEAR 2015-2016 PROPOSED BUDGET

Mayor Hodges opened the public hearing. Mr. Alligood reviewed the adjustments that were made during the budget workshops. The Manager’s proposed budget suggested a 1 ½ cent tax increase, adjustments were made and a tax increase was not approved. The spreadsheet below reviews the changes made during the budget workshops.

Several individuals spoke to City Council supporting the aquatics center and requested that the hours not be reduced at the pool. Suggestions were given regarding increased marketing efforts in order to increase membership. A suggestion was also given to allow the citizens to form a committee to work on efforts to enhance and increase pool usage/membership.

Jim Bise	Scott Pake	Dale Cole	Spencer Pake	Doug Woolard
Carol Crozier	David Mays	Casey Cox	Tristen Pake	Betty Cochran
Jackson Wilder	Nancy Wallace	Keagan Pake	Carol Dunn	Sandra Moritz
Mike Crawford	Danny (last name not provided)			

Hal Miller spoke in opposition to the proposed tax increase, electric fund transfer and planning fees, but was in favor of employee merit and COLA.

There being no further comments, Mayor Hodges closed the public hearing.

Council Budget Changes

		General	Water	Sewer	Storm Water	Electric	Airport	Sanitation	Cemetery	ED Capital Reserve	Total
Revenue											
10-00-3100-1116	Ad Valorem tax	(120,000)									(120,000)
10-00-3980-3500	Transfer from Electric fund	185,050									185,050
39-80-3471-4100	Grave Opening								(24,000)		(24,000)
39-80-3981-8900	Fund balance appropriated								24,000		24,000
35-80-3920-8100	Installment note proceeds					(1,075,000)					(1,075,000)
10-00-3980-2100	Transfer from ED	27,550									27,550
21-80-3940-3000	Payments from Water fund									4,959	4,959
21-80-3940-3200	Payments from Sewer fund									4,959	4,959
21-80-3940-3800	Payments from Electric fund									17,832	17,832
34-80-3571-5100	Storm water fees				(40,000)						(40,000)
34-80-3981-8910	Fund balance appropriated	57,285			40,000						97,285
32-80-3961-8910	Fund balance appropriated			12,902							12,902
37-80-3961-8910	Fund balance appropriated						1,370				1,370
39-80-3981-8910	Fund balance appropriated								751		751
10-00-3970-3000	Admin. Chgs. from water	(7,899)									(7,899)
10-00-3970-3200	Admin. Chgs. from sewer	(5,856)									(5,856)
10-00-3970-3500	Admin. Chgs. from electric	(39,997)									(39,997)
10-00-3970-3700	Admin. Chgs. from airport	662									662
10-00-3970-3800	Admin. Chgs. from sanitation	(3,905)									(3,905)
10-00-3970-3900	Admin. Chgs. from cemetery	(290)									(290)
											-
Total Revenue		82,800	-	12,902	-	(1,075,000)	1,370	-	751	27,550	(939,827)
Expenditures											
10-40-6170-8101	Arls Council to ED	(13,000)									(13,000)
10-40-6170-8102	BHM to library	(7,800)									(7,800)
10-40-6170-xxxx	BHM to library	7,800									7,800
10-40-6170-8104	Arls Council to ED	(3,000)									(3,000)
10-40-6170-8105	Boys & Girls 10%	(1,800)									(1,800)
10-40-6170-8107	Zion Shelter 10%	(860)									(860)
10-40-6170-8108	Wright Flight 10%	(350)									(350)
10-40-6170-8110	Blind Center 10%	(125)									(125)
10-40-6170-8112	Christmas parade to ED	(1,500)									(1,500)
10-40-6170-8118	Eagle Wings 10%	(100)									(100)
10-40-6170-8136	Purpose of God 10%	(2,000)									(2,000)
10-40-6170-8185	Corner Stone Worship 10%	(1,000)									(1,000)
10-40-6170-8170	Estuarium to ED	(20,000)									(20,000)
10-00-4660-4820	WHDA 10%	(6,200)									(6,200)
10-00-4660-xxxx	Turnage from o/s	14,400									14,400
10-00-4660-xxxx	Christmas Parade from o/s	1,350									1,350
10-00-4660-xxxx	Estuarium from o/s	18,000									18,000
30-80-8610-5702	Payment to ED		4,959								4,959
32-80-8610-5702	Payment to ED			4,959							4,959
35-80-8610-5702	Payment to ED					17,832					17,832
21-80-4482-1000	Transfer to General Fund									27,550	27,550
35-80-8390-7401	Midway to 5 Points tie					(325,000)					(325,000)
35-80-8390-7401	Honey Pod Farm rework					(150,000)					(150,000)
35-80-8390-7401	White Post to Silvestone 34kV					(600,000)					(600,000)
35-80-8390-4301	Large bucket trimming truck upcharge					(100,000)					(100,000)
35-80-8375-7400	LM switches					(70,000)					(70,000)
35-80-4020-8300	Installment note principal					(99,115)					(99,115)
35-80-4020-8301	Installment note interest					(20,672)					(20,672)
10-10-4341-3301	EMS medical supplies	16,000									16,000
Svc. Expansion	Cost @ 1.3%	81,966	8,225	7,828		22,671	618	4,517	1,820		127,744
Svc. Expansion	Fica	6,271	1,819	1,798		2,889	48	345	140		13,108
Svc. Expansion	Retirement	5,339	1,294	1,299		3,233	42	297	122		11,588
Svc. Expansion	Utility Maintenance Worker @ 50%		15,549	15,549							31,098
Svc. Expansion	Rt of Way Position Upgrade					5,364					5,364
Svc. Expansion	Meter Reader Upgrade					2,288					2,288
Svc. Expansion	Lead Meter Reader Upgrade					1,621					1,621
Svc. Expansion	Meter Services Supervisor Upgrade					2,682					2,682
Svc. Expansion	PT Meter Tech eliminated					(13,134)					(13,134)
Svc. Expansion	PT Adm. Support					13,572					13,572
Svc. Expansion	Admin support equipment					1,500					1,500
Svc. Expansion	Admin support training					500					500
Svc. Expansion	Electric LM study- commercial					15,000					15,000
35-80-8610-1000	Transfer to General Fund					185,050					185,050
30-80-8610-8231	Transfer to water capital reserve		(23,947)								(23,947)
32-80-8990-8900	Contingency			(12,733)							(12,733)
35-80-8990-8900	Contingency					69,035					69,035
39-80-8990-8900	Contingency							(1,254)			(1,254)
39-80-8990-8900	Contingency								(1,041)		(1,041)
30-80-8610-8200	Admin. Chgs. To GF	(7,899)									(7,899)
32-80-8610-8201	Admin. Chgs. To GF			(5,856)							(5,856)
35-80-8610-8200	Admin. Chgs. To GF					(39,997)					(39,997)
37-80-4530-8710	Admin. Chgs. To GF						662				662
38-80-4710-8200	Admin. Chgs. To GF							(3,905)			(3,905)
39-80-4740-8200	Admin. Chgs. To GF								(290)		(290)
10-10-4310-7400	Vehicle fund payment	(142,000)									(142,000)
10-10-4310-7486	Vehicle fund payment	142,000									142,000
10-10-4341-7400	Vehicle fund payment	(150,000)									(150,000)
10-10-4341-7486	Vehicle fund payment	150,000									150,000
10-10-4350-7400	Vehicle fund payment	(20,000)									(20,000)
10-10-4350-7486	Vehicle fund payment	20,000									20,000
10-20-4510-7400	Vehicle fund payment	(75,000)									(75,000)
10-20-4510-7486	Vehicle fund payment	75,000									75,000
											-
Total Expenditures		82,800	-	12,902	-	(1,075,000)	1,370	-	751	27,550	(939,827)
Net		-	-	-	-	-	-	-	-	-	0

ADOPT – POLICY REVISION FOR MAKING WATER & SEWER BILLING ADJUSTMENTS

City Manager, Brian Allgood explained staff is requesting to change our Water and Sewer adjustment policy. Staff feels this is appropriate because every drop of water that goes through a meter is treated the same whether it is consumed or leaks on the ground. The policy still allows for sewer adjustments for water that does not return to our sewer system as described in the attached policy.

By motion of Councilman Pitt, seconded by Councilman Mercer, Council adopted the revised policy for Water & Sewer Billing Adjustments dated May 11, 2015.

**POLICY FOR
WATER AND SEWER BILLING ADJUSTMENTS
EFFECTIVE MAY 2015
WATER & SEWER ADJUSTMENTS**

To make an adjustment, the City of Washington will need the following information from the customer:

- When the leak was discovered;
- Who made the repairs, where and when; and
- A copy of the plumber’s bill, or receipts for materials purchased if you made the repairs.

The amount of the bill adjustment depends in part on whether the water from the leak returned to the sanitary sewer system or leaked elsewhere on your property.

The City of Washington will issue a billing adjustment to any customer having a water leak repaired based on the following formula:

1. The customer will be required to pay for his monthly average sewer consumption and will not be billed any additional charge, if the water did not go into the Sewer System.
2. If a customer has a high water usage due to leaks or malfunctions of equipment and the water did go back into the sewer system, then the customer will not receive an adjustment. Faulty commodes or constant running water in commodes are good examples of this high water usage.

The City will only allow one adjustment during any 365 day period.

If the City notifies a customer of a water leak at their premise and the customer does not correct the problem within 30 days of notification, the City will not issue any adjustment(s).

The following procedure will be followed before an adjustment is given:

- The customer has to provide the Customer Service Representative with proof that the water leaked on the ground or premises before an adjustment can be considered.
- A check-read service order will be generated by a Customer Service Representative to verify the reading of the meter and to investigate signs of a leak. The water and sewer department will be notified, if any assistance is needed.

- Approximately sixty (60) days from the date of repair, the customer’s account will be printed and given to Public Works Department for review.
- Upon review of customer’s usage history, a sewer adjustment will be granted based on an average monthly usage.
- The adjustment will appear on the customer’s utility account.

Approved by City Council May 11, 2015.

AUTHORIZE – STAFF TO DRAFT AND ENTER INTO AN AGREEMENT FOR THE WASHINGTON WATERFRONT UNDERGROUND RAILROAD MUSEUM

Leesa Jones and Rebecca Clark explained that the City of Washington recently received recognition as a National Park Service “Underground Railroad Network to Freedom”. This designation is an important one for Washington and signifies the importance of the role African American people have had in the development and history of the City. The Underground Railroad Museum is requesting to lease the existing caboose and surrounding grounds to promote tours and re-enactments throughout the year. Through partnerships with Washington Harbor District Alliance and Washington Noon Rotary, the caboose will be restored to its original colors. The museum will be free and open to the public. The museum will be self-funded through donations, community and corporate sponsors and tour ticket sales. The museum would operate under the Washington Historic District Alliance banner. Ms. Jones asked the City to partner with the museum by allowing them to lease the caboose at a nominal fee and to reconnect utilities to the caboose. The caboose is a Seaboard Coast Line, M-5 Caboose, #0797 and should be painted orange with black lettering.

The Washington Noon Rotary has already lined up the painters, Ms. Clark noted they just need approval from Council. There hopes are to be opened by late summer. Councilman Mercer expressed that this is a great idea and he supports the concept, but has difficulty approving an agreement that Council hasn’t seen yet. Mr. Holscher explained that an operational agreement was needed, but maybe not conveying any property/land. Mayor Pro tem Roberson asked Mr. Holscher if he could have the operational agreement ready for the June 8th Council meeting and Mr. Holscher stated that he could.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council authorized the City Manager and City Attorney to draw up an operational agreement for the Underground Railroad Museum for presentation to Council at the June 8th meeting.

ADOPT – PURCHASING POLICY AND PROCEDURES

City Manager, Brian Alligood explained that the City’s Manual of Purchasing Procedures adopted February 12, 1990 was last revised September 8, 1997. The City of Tarboro recently adopted a policy with input from the Local Government Commission and this proposal reflects that base document with modifications to fit the City of Washington’s needs.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council repealed the Manual of Purchasing Procedures and adopted the proposed Purchasing Policy and Procedures as presented.

AMEND – CITY CODE ADJUSTMENT OF BILL ORDINANCES

Mr. Allgood reviewed the City Code limits the period of adjustment of water, sewer, and electric billing under or overcharges to twelve months. Staff recommends extending the adjustment period to thirty six months. This modification will enable staff to resolve the majority of billing adjustments in an expedient manner for our customers and avoid their need to petition Council for individual ordinance exceptions.

By motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council amended Sections 10-50, 38-50, and 39-51 of the City Code to change the period of adjustment for utility bill under or overcharges from twelve to thirty six months.

ORDINANCE TO AMEND CHAPTER 10, ELECTRIC UTILITY, ARTICLE II, RATES AND CHARGES, SECTION 10-50. ADJUSTMENT OF BILL

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

Section 1. That Chapter 10, Electric Utility, Article II, Rates and Charges, Section 10-50, Adjustment of Bill, be replaced in its entirety with the following Section 10-50, Adjustment of Electric Bills.

Sec. 10-50. Adjustment of Electric Bills.

- (a) If the city determines that it has overcharged or undercharged a customer on account of its error, the city shall refund or recover the difference, subject to the following:
 - (1) The adjustment period shall be limited to the lesser of the actual period during which the error occurred or thirty-six (36) months;
 - (2) The amount of adjustment shall be determined by the electric utility Director based upon such evidence as deemed appropriate; and
 - (3) Any overcharge may be either refunded or credited to the customer and any undercharge shall be billed to the customer.
- (b) If the city determines that it has undercharged a customer on account of any unlawful or materially misleading act of such customer, the undercharge shall be determined and collected as set out in subsection (a) of this section, except the adjustment period shall be twelve (12) months if the adjustment period cannot be determined. The city shall, in addition to collecting such undercharge, have the right to take such other action against such customer as is permitted by law.

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

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

Adopted this 11th day of May, 2015.

ATTEST:

**s/Cynthia Bennett
City Clerk**

**s/Jay MacDonald Hodges,
Mayor**

**ORDINANCE TO AMEND CHAPTER 39, WASTEWATER/SUO, ARTICLE II, GENERAL
SEWER USE REQUIREMENTS, DIVISION 2, FEES, SECTION
39-51.
ADJUSTMENT OF SEWER BILLS**

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

Section 1. That Chapter 39, Wastewater/SUO, Article II, General Sewer Use Requirements, Division 2, Fees, Section 39-51, Adjustment of Sewer Bills, be replaced in its entirety with the following Section 39-51, Adjustment of Sewer Bills.

Sec. 39-51. Adjustment of Sewer Bills.

- (a) If the city determines that it has overcharged or undercharged a customer on account of its error, the city shall refund or recover the difference, subject to the following:
 - (1) The adjustment period shall be limited to the lesser of the actual period during which the error occurred or thirty-six (36) months;
 - (2) The amount of adjustment shall be determined by the POTW Director based upon such evidence as deemed appropriate; and
 - (3) Any overcharge may be either refunded or credited to the customer and any undercharge shall be billed to the customer.
- (b) If the city determines that it has undercharged a customer on account of any unlawful or materially misleading act of such customer, the undercharge shall be determined and collected as set out in subsection (a) of this section, except the adjustment period shall be twelve (12) months if the adjustment period cannot be determined. The city shall, in addition to collecting such undercharge, have the right to take such other action against such customer as is permitted by law.

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

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

Adopted this 11th day of May, 2015.

ATTEST:

**s/Cynthia Bennett
City Clerk**

**s/Jay MacDonald Hodges,
Mayor**

**ORDINANCE TO AMEND CHAPTER 38, WATER, ARTICLE II, OPERATION OF SYSTEM,
DIVISION 3, FEES, SECTION 38-50.
ADJUSTMENT OF WATER BILLS**

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

Section 1. That Chapter 38, Water, Article II, Operation of System, Division 3, Fees, Section 38-50, Adjustment of Water Bills, be replaced in its entirety with the following Section 38-50, Adjustment of Water Bills.

Sec. 38-50. Adjustment of Water Bills.

- (a) If the city determines that it has overcharged or undercharged a customer on account of its error, the city shall refund or recover the difference, subject to the following:
 - (1) The adjustment period shall be limited to the lesser of the actual period during which the error occurred or thirty-six (36) months;
 - (2) The amount of adjustment shall be determined by the Director based upon such evidence as deemed appropriate; and
 - (3) Any overcharge may be either refunded or credited to the customer and any undercharge shall be billed to the customer.
- (b) If the city determines that it has undercharged a customer on account of any unlawful or materially misleading act of such customer, the undercharge shall be determined and collected as set out in subsection (a) of this section, except the adjustment period shall be twelve (12) months if the adjustment period cannot be determined. The city shall, in addition to collecting such undercharge, have the right to take such other action against such customer as is permitted by law.

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

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

Adopted this 11th day of May, 2015.

ATTEST:

**s/Cynthia Bennett
City Clerk**

**s/Jay MacDonald Hodges,
Mayor**

**APPROVE – TRANSPORTATION ASSET MANAGEMENT PROPOSAL
FROM MARTIN-MCGILL**

Brian Alligood recalled that at previous meetings discussion was held regarding the City's surface transportation assets. The proposal from Martin-McGill will produce an objective and prioritized plan for making needed improvements based on the current assessment of the assets. Mr.

Alligood stated the financial services part of the proposal will develop a 10-year Capital Improvement Plan (CIP) and a financing model to fund the needed work. Also, he noted funding for this project will come from the General Fund fund balance.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council approved the Transportation Asset Management Plan proposal from Martin-McGill in the amount of \$67,500.

ANY OTHER ITEMS FROM CITY MANAGER: NONE

**ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL:
DISCUSSION: NONE**

**CLOSED SESSION: UNDER NCGS § 143-318.11(A)(6) PERSONNEL; (A)(5) LAND
ACQUISTIION AND (A)(3) ATTORNEY/CLIENT PRIVILEGE**

By motion of Councilman Pitt, seconded by Councilman Brooks, Council agreed to enter into closed session at 7:05pm under NCGS § 143-318.11(a)(6) Personnel; (a)(5) Land Acquisition and (a)(3) Attorney/Client Privilege.

By motion of Councilman Brooks, seconded by Councilman Pitt, Council agreed to come out of closed session at 8:00pm.

OTHER BUSINESS:

Mayor Pro tem Roberson tendered his resignation as a member of City Council and asked that it be considered during the June 8, 2015 City Council meeting.

ADJOURN:

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 8:05pm until Monday, June 8, 2015 at 5:30 pm, in the Council Chambers.

(Subject to approval of City Council)

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



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Stacy Drakeford, Director of Police/Fire Services
Date: June 8, 2015
Subject: Accept NFL Football Grant & Adopt Budget Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council accept a \$2,750 NFL football camp grant on behalf of Terrance Copper and adopt the corresponding budget ordinance amendment.

BACKGROUND AND FINDINGS:

This grant will fund a youth unisex football camp scheduled for June 19th and 20th. Terrance Copper, a Washington native and NFL player, is directing the camp along with six other NFL players. This is another initiative of the Washington Police and Fire Services to foster better relations with the community's youth. There is no local match.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

City Manager Review: 6/3/15 Date Concur LDW Recommend Denial _____ No recommendation _____

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2014-2015**

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 for the NFL youth football camp in the following account:

10-00-3839-8900	Miscellaneous Revenue	\$2,750
-----------------	-----------------------	---------

Section 2. That the General Fund appropriations budget be increased or decreased in the following account:

10-10-4310-3303	Supplies- Football Grant	\$2,750
-----------------	--------------------------	---------

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

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

Adopted this the 8th day of June, 2015.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director
Date: June 8, 2015
Subject: Adopt Budget Ordinance Amendment for Transportation Assessment Management Proposal

Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment to fund Martin McGill's Transportation Asset Management Plan proposal.

BACKGROUND AND FINDINGS:

Council approved the proposal at the May 11, 2015 meeting.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

City Manager Review: fw Concur _____ Recommend Denial _____ No Recommendation
6/3/15 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2014-2015**

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

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

10-00-3991-9100	Fund Balance Appropriated	\$67,500
-----------------	---------------------------	----------

Section 2. That the following accounts and amounts be increased in the Street Maintenance division of the General Fund appropriations budget to fund the transportation asset management plan proposal from Martin McGill:

10-20-4510-0400	Professional Services	\$67,500
-----------------	-----------------------	----------

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

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

Adopted this the 8th day of June, 2015.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Glen Moore, Planning Administrator
Date: June 1, 2015
Subject: Hold public hearing: Adopt annexation ordinance to extend City of Washington Corporate limits for a contiguous annexation
Applicant Presentation: N/A
Staff Presentation: John Rodman Planning and Development

RECOMMENDATION:

I move City Council adopt the annexation ordinance to extend the City of Washington corporate limits for the contiguous annexation of the Granville Lilley property located on West 15th Street and containing 3.47 acres.

BACKGROUND AND FINDINGS:

At the May 11, 2015 City Council meeting, Council adopted a resolution calling for a public hearing on the request for an annexation of the subject property located off West 15th Street and containing 3.47 acres.

After the Public Hearing if Council desires to proceed with the annexation the attached ordinance needs to be adopted that will place the property inside the city limits effective July 1, 2015.

PREVIOUS LEGISLATIVE ACTION

Investigated Petition – April 27, 2015

Certified Petition & Set Public Hearing – May 11, 2015

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Attached petition, ordinance, map & Cost/Benefit Analysis

City Manager Review: ok Concur _____ Recommend Denial _____ No Recommendation
 6/3/15 Date

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF WASHINGTON, NORTH CAROLINA**

WHEREAS, the Washington City Council has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Washington City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question on of this annexation was held at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street at 6:00 p.m. on Monday, June 8, 2015 after due notice by the Washington Daily News on May 31, 2015 & June 6, 2008;

WHEREAS, the Washington City Council finds that the area described herein meets the standards of G.S. 160A-31;

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

Section 1. By the virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Washington as of July 1, 20015:

The area proposed for annexation is described as follows:

Being 3.47 acres of land noted on the survey "D. Granville & Anna W. Lilley" by Hood Richardson dated February 9, 2015 and being located in Washington Township, Beaufort County North Carolina and being more particularly described as follows;

See Attached Map

Together with and subject to covenants, easements and restrictions of record. Said property to be annexed contains 3.47 acres.

Section 2. Upon and after July 1, 2015 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Washington and shall be entitled to the same privileges and benefits as other parts of the City of Washington. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Washington shall cause to be recorded in the office of the Register of Deeds of Beaufort County, and in the office of the Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property, described in Section 1 above, together with a duly certified copy of this

PETITION REQUESTING A CONTIGUOUS ANNEXATION

Date: 2/16/15

To the City Council of the City of Washington:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Washington.

2. The area to be annexed is contiguous to the City of Washington and the boundaries of such territory are as follows:

SEE ATTACHED MAP AND DESCRIPTION

(Insert Metes and Bounds Description of Boundaries)

3. A Map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City.

4. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

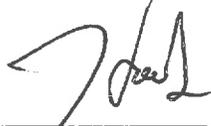
<u>Name</u>	<u>Address</u>	<u>Do you declare vested rights? (Indicate yes or no.)</u>	<u>Signature</u>
1. D. GRANVILLE LILLEY	214 WHISPERING PINES ROAD WASHINGTON, N.C. 27889	NO	<i>D. Granville Lilley</i>
2.			
3.			

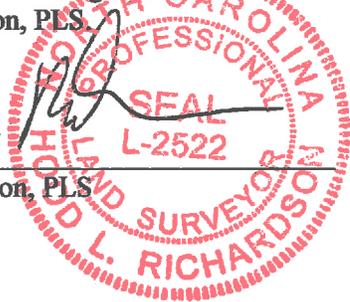
Hood Richardson, PA C-576
Engineers – Surveyors – Geologists
110 West Second Street
Washington, North Carolina 27889
(252) 975-3472
February 15, 2015

PROPOSED REZONING AND ANNEXATION

PROPERTY OWNER: D. GRANVILLE LILLEY

BEGINNING at an iron pipe in the eastern boundary line of the Cherry Run Shopping Center of record in Deed Book 1009 page 907 Beaufort County Register of Deeds, the said iron pipe is North 17 degrees 32 minutes 45 seconds West along the eastern boundary line of the said Cherry Run Shopping Center from an iron pipe in concrete in the northernly right of way line of the 15th Street Extension; thence North 44 degrees 03 minutes 44 seconds East 289.92 feet along the northerly line of another parcel belonging to D. Granville Lilley of record in Deed Book 1730 page 92 to and iron rod; thence along the City of Washington Fire House Number 2 line of record in Deed Book 1549 page 573 North 44 degrees 03 minutes 44 seconds East 199.18 feet to an iron pipe over a culvert, a corner to the said City of Washington parcel; thence the following six calls with a ditch, North 46 degrees 37 minutes 31 seconds West 174.80 feet, North 58 degrees 06 minutes 12 seconds West 33.40 feet, North 84 degrees 12 minutes 06 seconds West 69.44 feet, North 72 degrees 05 minutes 59 seconds West 111.07 feet, North 67 degrees 23 minutes 12 seconds West 98.97 feet, and North 73 degrees 35 minutes 50 seconds West 112.96 feet to a point in the canal; thence the following two calls with the said easternly line of the Cherry Run Shopping Center, South 17 degrees 32 minutes 39 seconds East to an iron pipe and South 17 degrees 32 minutes 38 seconds East 589.54 feet to the BEGINNING: being a part of that land described in Deed Book 1067 page 621 containing 3.47 acres and being Lot B on a survey dated February 9, 2015 titled "Petition for Rezoning to Zone B2 and Annexation for D. Granville and Anna W. Lilley" by Hood L. Richardson, PLS.


Hood L. Richardson, PLS



Disc s

**NOTICE OF PUBLIC HEARING ON REQUEST
FOR CONTIGUOUS ANNEXATION**

The public will take notice that the City Council of the City of Washington has called a public hearing at 6:00 p.m. on Monday, June 8, 2015 at the City Council Chambers on the 2nd floor of the municipal building located at 102 East 2nd Street on the question of annexing the following described territory, requested by petition filed pursuant to G.S. 160A-31:

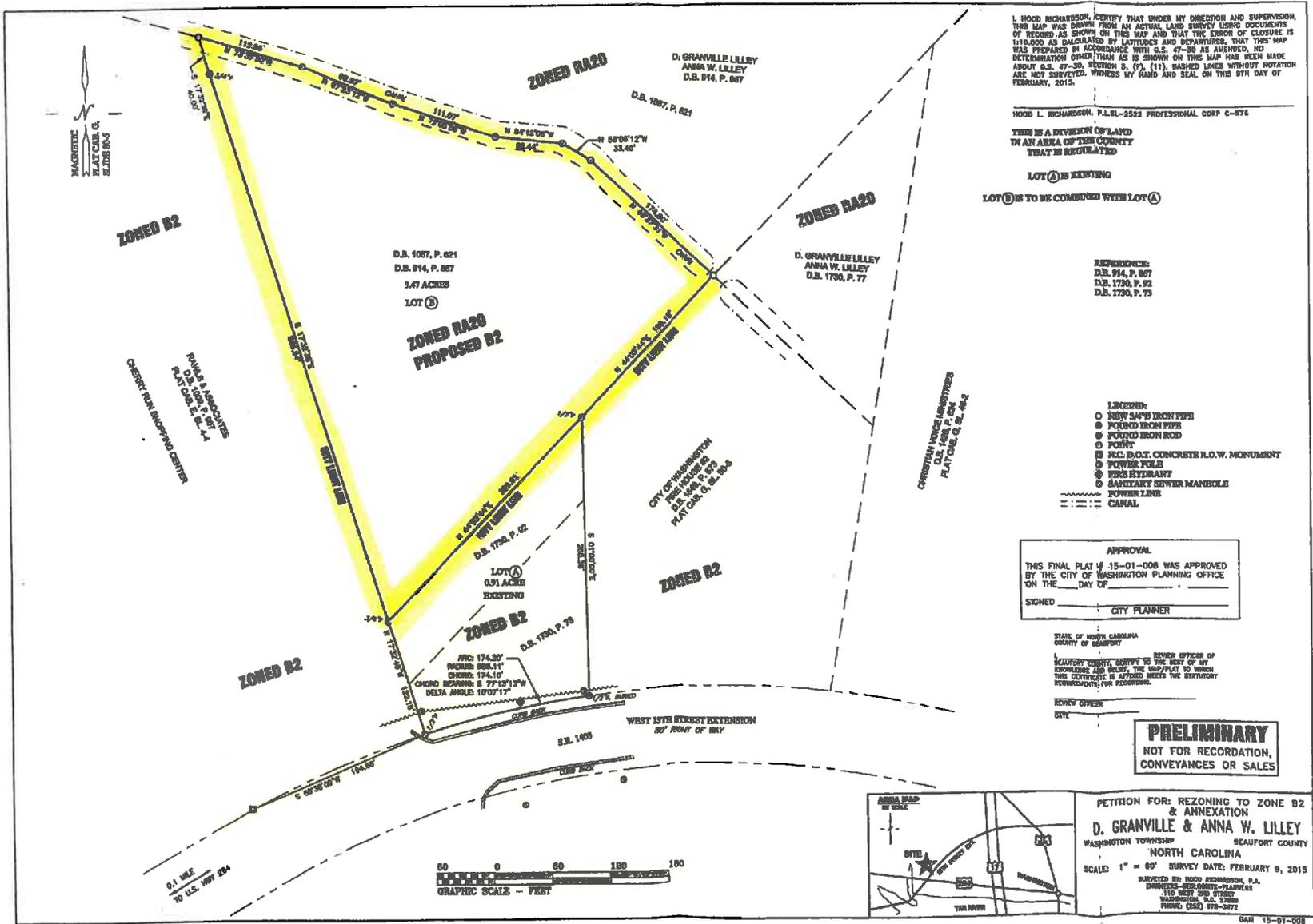
LYING AND BEING IN THE CITY OF WASHINGTON, COUNTY OF BEAUFORT, STATE OF NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING at an iron pipe in the eastern boundary line of Cherry Run Shopping Center of record in Deed Book 1009 page 907 Beaufort County Register of Deeds, the said iron pipe is North 17 degrees 32 minutes 45 seconds West along the eastern boundary line of said Cherry Run Shopping Center from an iron pipe in concrete in the northernly right of way line of the 15th Street Extension; thence North 44 degrees 03 minutes 44 seconds East 289.92 feet along the northernly line of another parcel belonging to D. Granville Lilley of record in Deed Book 1730 page 92 to an iron rod; thence along the City of Washington Fire House Number 2 line of record in Deed Book 1549 page 573 North 44 degrees 03 minutes 44 seconds East 199.18 feet to an iron pipe over a culvert, a corner to the said City of Washington parcel; thence the following six calls with a ditch, North 46 degrees 37 minutes 31 seconds West 174.80 feet, North 58 degrees 06 minutes 12 seconds West 33.40 feet, North 84 degrees 12 minutes 06 seconds West 69.44 feet, North 72 degrees 05 minutes 59 seconds West 111.07 feet, North 67 degrees 23 minutes 12 seconds West 98.97 feet, and North 73 degrees 35 minutes 50 seconds West 112.96 feet to a point in the canal; thence the following the two calls with the said easternly line of the Cherry Run Shopping Center, South 17 degrees 32 minutes 39 seconds East to an iron pipe and South 17 degrees 32 minutes 38 seconds East 589.54 feet to the BEGINNING: being a part of that land described in Deed Book 1067 page 621 containing 3.47 acres and being Lot B on a survey dated February 9, 2015 titled "Petition for Rezoning to Zone B2 and Annexation for D. Granville and Anna W. Lilley" by Hood L. Richardson, PLS.

Together with and subject to covenants, easements and restrictions of record. Said property to be annexed contains 3.47 acres.

Cynthia S. Bennett

Cynthia S. Bennett, City Clerk

Annexation #15-A-03
D. Granville Lilley



I, HOOD RICHARDSON, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL LAND SURVEY USING DOCUMENTS OF RECORD AS SHOWN ON THIS MAP AND THAT THE ERROR OF CLOSURE IS 1/1000 AS CALCULATED BY LATITUDES AND DEPARTURES. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-39 AS AMENDED, NO DETERMINATION OTHER THAN AS IS SHOWN ON THIS MAP HAS BEEN MADE ABOUT G.S. 47-30, SECTION 3, (7), (11), DASHED LINES WITHOUT NOTATION ARE NOT SURVEYED. WITNESS MY HAND AND SEAL ON THIS 8TH DAY OF FEBRUARY, 2015.

HOOD L. RICHARDSON, P.L.S. 2522 PROFESSIONAL CORP C-376

THIS IS A DEVIATION OF LAND IN AN AREA OF THE COUNTY THAT IS REGULATED

LOT (A) IS EXISTING
 LOT (B) IS TO BE COMBINED WITH LOT (A)

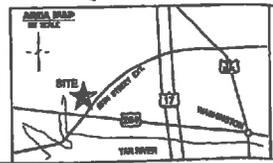
REFERENCE:
 D.B. 914, P. 867
 D.B. 1730, P. 52
 D.B. 1730, P. 73

- LEGEND:
- NEW 3/4" IRON PINS
 - FOUND IRON PINS
 - FOUND IRON ROD
 - POINT
 - M.C. B.O.T. CONCRETE R.O.W. MONUMENT
 - POWER POLE
 - FIRE HYDRANT
 - SANITARY SEWER MANHOLE
 - POWER LINE
 - - - - - CANAL

APPROVAL
 THIS FINAL PLAT # 15-01-008 WAS APPROVED BY THE CITY OF WASHINGTON PLANNING OFFICE ON THE ___ DAY OF ____
 SIGNED _____ CITY PLANNER

STATE OF NORTH CAROLINA
 COUNTY OF BEAUFORT
 I, _____ REVIEW OFFICER OF BEAUFORT COUNTY, CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY TO WHICH THIS CERTIFICATE IS ATTACHED MEETS THE STATUTORY REQUIREMENTS FOR RECORDATION.
 REVIEW OFFICER: _____
 DATE: _____

PRELIMINARY
 NOT FOR RECORDATION,
 CONVEYANCES OR SALES



PETITION FOR: REZONING TO ZONE B2 & ANNEXATION
 D. GRANVILLE & ANNA W. LILLEY
 WASHINGTON TOWNSHIP BEAUFORT COUNTY
 NORTH CAROLINA
 SCALE: 1" = 60' SURVEY DATE: FEBRUARY 9, 2015
 SURVEYED BY: HOOD RICHARDSON, P.L.S.
 ENGINEER-PLANNERS
 110 WEST 200 STREET
 WASHINGTON, N.C. 27889
 PHONE: (252) 878-2472



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: June 8, 2015
Subject: Public Hearing – Property Acquisition Options Under GS 158-7.1
Applicant Presentation: N/A
Staff Presentation: Brian Alligood, City Manager

RECOMMENDATION:

Receive public comments regarding the City’s proposal to acquire property options in the downtown area for industrial or commercial use under NCGS 158-7.1. After receiving comments, it is recommended that approval be granted to City staff to finalize and execute the contract documents for the proposed options on these properties.

BACKGROUND AND FINDINGS:

Notice was properly given that the Washington City Council would hold a public hearing tonight to receive public comments on its proposal to expend funds to acquire options for the acquisition of two tracts of real property in the downtown area for industrial or commercial use under G.S. 158-7.1. The acquisition is for the following two tracts of real property:

- 157 W. Main Street (Beaufort County Parcel Number 01013463)
- 163 W. Main Street (Beaufort County Parcel Number 15007359)

It is the intent of the City to assign these options, following necessary procedures, to a to-be-determined third party or third parties. The City of Washington has hired the UNC School of Government to assist with this process.

The proposed aggregate cost for the options for the above properties is \$23,000 and the aggregate cost for the acquisition of these properties is \$841,000.

The City proposes to utilize General Funds to finance the cost of options for the two properties.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Public Hearing Notice.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Washington City Council will hold a public hearing on Monday, June 8, 2015, 5:30 p.m., or as soon thereafter as the matter may be heard, at the Washington City Hall Chambers located at 102 East Second Street, Washington, North Carolina. The City of Washington proposes to expend funds to acquire options for the acquisition of two tracts of real property in the downtown area for industrial or commercial use under G.S. 158-7.1. The purpose of the hearing is to hear comments regarding the intent of City Council regarding the acquisition of options for the following two tracts of real property:

- 157 W. Main Street (Beaufort County Parcel Number 01013463)
- 163 W. Main Street (Beaufort County Parcel Number 15007359)

It is the intention of the City to assign these options, following necessary procedures, to a to be determined third party or third parties. The City of Washington has hired the UNC School of Government to assist with this process.

The proposed aggregate cost for the options for the above properties is \$23,000 and the aggregate cost for the acquisition of these properties is \$841,000. The City Council intends to approve the acquisitions of options.

The City proposes to utilize General Funds to finance the cost of options for the two properties.



TO: Mayor and City Council
FROM: Kristi Roberson, Parks & Recreation
DATE: June 8, 2015
RE: Recommendations from May 18, 2015 RAC Meeting

Pool Hours:

The Recreation Advisory Committee discussed the proposed pool operating schedule. They recommended forming a Pool Subcommittee to discuss the issues before reducing hours at the Aquatic Center. You will find this recommendation under an additional agenda item.

In order to complete the task given by City Council, Joe Taylor made the motion to take the recommendation of Staff for the 40 hour Aquatic and Fitness Center operation. The motion carried with a second from Deborah Carter.

City Council asked staff to reduce operating hours to 40 hours per week.

Proposed Hours of Operation – Effective July 1, 2015

Monday, Wednesday, & Friday

6:00 AM – 11:00 AM
Closed from 11 AM – 4 PM
4:00 PM – 7:00 PM

Tuesday & Thursday

1:00 PM – 7:00 PM

Saturday

12:00 AM – 4:00 PM

Effects:

- Water Aerobics (M, W, F) will move from 9am – 11am to 8:30 am – 10:30 am.
- 6 AM swim will be reduced from 5 days a week to 3.
- Adult lap swim will be reduced from 5 days a week to 2 days a week (1 PM – 3 PM).
- Loss in revenues for summer swim lessons. Summer swim lessons 11 AM – 1 PM.
- Saturday party rentals will be reduced from 2 opportunities to 1.
- Yoga classes will have to change days (T/Th).

Ball Field Lights:

Monica Ferrari made the motion to continue with the \$25 fee per field for the use of Ball Field Lights. The motion carried with a second from Deborah Carter.

Tennis Courts:

Michele Ors made the motion to recommend that Council receive bids to pursue the resurfacing of Bughouse Park. The motion carried with a second from Monica Ferrari.

TO: Mayor and City Council
FROM: Kristi Roberson, Parks & Recreation
DATE: June 8, 2015
RE: BC Health Department Physical Activity Promotion

The City of Washington Parks and Recreation Department has received funds in the amount of \$2,000 from the Beaufort County Health Department. The purpose of these funds is to support the increase of physical activity in our community.

The funds have been received this year and will be in the 2014-2015 fund balance. They will be appropriated next fiscal year for Havens Gardens Park.



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

05/26/2015

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Washington** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Finance Department, City of Washington

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



HUMAN RELATIONS COUNCIL

Human Relations Council (HRC) report for the month of May Monday June 8, 2015 City Council Meeting

MISSION STATEMENT

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

SCHEDULED PUBLIC APPEARANCES: None

OLD BUSINESS:

Update – Spring Symposium: Board member Recko provided the following updates:

Beaufort County/Washington Housing Symposium “A Home is more than Bricks and Mortar!”

- New contact representative with NC Housing
- Discussion held during Planning Session regarding date, time, and venue change and will be confirmed at the June 16, 2015 meeting

Discussion – Expiring terms: Chairman Hughes reviewed the expiring terms and the two vacancies on the Human Relations Council. Comments received on eligibility for re-appointments pertaining to the by-laws which states “No person shall serve more than two (2) consecutive three-year terms.” Chairman Hughes voiced the only way around this stipulation would be to amend the by-laws but there is nothing in the by-laws which states you have to be out a year before re-appointment.

Board member Howard voiced she has been serving for twelve years and does not wish to be considered for reappointment. Chairman Hughes and Board member Booth advised due to conflict with scheduling they will not seek reappointment.

NEW BUSINESS: None

OTHER BUSINESS:

FYI – All FYI items and reminders were discussed inclusive of the April 14, 2015 report submitted to City Council, and financial report.

OPEN DISCUSSION:

Updates: Kimberly Grimes ~ “Project I Live Alone” and NFL Pro’s week of events

Reminder: Lt. William Chrismon ~ Memorial Day event



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: June 1, 2015
Subject: Appointment of Council Liaison
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council appoint _____ as the Council Liaison to the Planning Board, Library Board, Tourism Development Authority, Hwy. 17 Association – Alternate Member and Chamber of Commerce.

BACKGROUND AND FINDINGS:

With the resignation of Mayor Pro tem Roberson, a vacancy has occurred for the Council Liaison position for the following boards: Planning Board, Library Board, Tourism Development Authority (voting seat), Hwy. 17 Association - Alternate Member, Chamber of Commerce.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Council Liaisons

**COUNCIL LIAISONS and/or APPOINTMENTS
for
BOARDS AND COMMISSIONS**

Effective December 9, 2013

PLANNING BOARD (John Rodman-Staff)	Bobby Roberson
BOARD OF ADJUSTMENT (John Rodman-Staff)	Richard Brooks
HISTORIC PRESERVATION (John Rodman-Staff)	Larry Beeman
LIBRARY BOARD (Gloria Moore-Staff)	Bobby Roberson
HOUSING AUTHORITY	Mac Hodges
RECREATION COMMITTEE (Kristi Roberson-Staff)	Richard Brooks
TOURISM DEVELOPMENT AUTHORITY (Lynn Lewis-Staff)	Bobby Roberson*
WASHINGTON Harbor District Alliance (Beth Byrd-Staff)	Mac Hodges*
HUMAN RELATIONS COUNCIL (Reatha Johnson-Staff)	William Pitt
ELECTRIC UTILITIES ADVISORY COMMISSION (Keith Hardt-Staff)	William Pitt
AIRPORT ADVISORY COMMITTEE (Allen Lewis-Staff)	Doug Mercer
ANIMAL CONTROL BOARD (Lois Blackstock – Staff)	Doug Mercer
WATERFRONT DOCKS ADVISORY COMMITTEE (John Rodman – Staff) 12-9-13	Mac Hodges

*Indicates a Voting Seat

**COUNCIL LIAISONS and/or APPOINTMENTS
for
BOARDS AND COMMISSIONS**

ORGANIZATIONS WITH COUNCIL REPRESENTATIVE SERVING ON BOARD

Economic Development Advisory Board	Doug Mercer
NCEMPA	Doug Mercer
Mid-East Commission	Doug Mercer
Hwy. 17 Association	Doug Mercer
	(Bobby Roberson as alternate)
Partnership for the Sounds	Mac Hodges
Mayor's Association	Mac Hodges
Chamber of Commerce	Bobby Roberson



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Cynthia S. Bennett, City Clerk
Date: June 1, 2015
Subject: Appointments to Various Boards, Commissions, and Committees
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

See attached recommended motions

BACKGROUND AND FINDINGS:

Advertisements were published in the Washington Daily News and Cable 9 for vacancies for expiring terms on various boards, commissions, and committees. Copies of all applications received were distributed to department heads to allow them time to meet with their Council liaison and Board Chairman.

Nominations will be made by the Council liaisons at the June 8, 2015 Council meeting.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Board Applications

ACTIONS SUGGESTED:

A. Planning Board- (– Liaison)

I move that the City Council appoint/reappoint _____ to the Planning Board, to fill the expiring term of **John Tate, III** term to expire June 30, 2018.

I move that the City Council appoint/reappoint _____ to the Planning Board, to fill the expiring term of **Doris (Dot) Moate**, term to expire June 30, 2018.

B. Board of Adjustment - (Richard Brooks – Liaison)

I move that the City Council appoint/reappoint _____ to the Board of Adjustment, to fill the expiring term of **Galen Derik Davis**, term to expire June 30, 2018.

C. Enlarged Board of Adjustment –(Richard Brooks – Liaison)

I move that the City Council appoint/reappoint _____ to the Enlarged Board of Adjustment, to fill the expiring term of **Tim Cashion**, term to expire June 30, 2018, subject to the concurrence of the Beaufort County Board of Commissioners.

D. Recreation Advisory Committee –(Richard Brooks – Liaison)

I move that the City Council appoint/reappoint _____ to the Recreation Advisory Committee to fill the expiring term of **Katelyn Kozuch (outside)** term to expire June 30, 2018.

E. Historic Preservation Commission – (Larry Beeman –Liaison)

I move that the City Council appoint _____ to the Historic Preservation Commission to fill the expiring term of **Geraldine B. McKinley**, term to expire June 30, 2018.

I move that the City Council appoint _____ to the Historic Preservation Commission to fill a vacant position, term to expire June 30, 2016

F. Washington Tourism Development Authority - (– Liaison)

I move that the City Council appoint/reappoint _____ to the Washington Tourism Development Authority, to fill the expiring term of **William M. Zachman** term to expire June 30, 2018.

G. Human Relations Council – (William Pitt – Liaison)

I move that the City Council appoint/reappoint _____ to the Human Relations Council to fill the expiring term of **Remanda F. St. Clair**, term to expire June 30, 2018.

I move that the City Council appoint _____ to the Human Relations Council to fill the expiring term of **Emma Howard**, term to expire June 30, 2018.

I move that the City Council appoint _____ to the Human Relations Council to fill the expiring term of **Philip Ryals**, term to expire June 30, 2018.

H. Animal Control Appeals Board – (Doug Mercer – Liaison)

I move that the City Council appoint _____ to the Animal Control Appeals Board to fill the expiring term of **Karen Tripp**, term to expire June 30, 2018.

I. Washington Electric Utilities Advisory Board – (William Pitt – Liaison)

I move that the City Council appoint/reappoint _____ to the Washington Electric Utilities Advisory Commission to fill the expiring term of **John A. Taylor (Town of Bath)**, term to expire June 30, 2018.

J. Washington-Warren Airport Advisory Board – (Doug Mercer – Liaison)

I move that the City Council appoint/reappoint _____ to the Washington-Warren Airport Advisory Board to fill the expiring term of **Clifford Roy Whichard (outside)**, term to expire June 30, 2018.

I move that the City Council appoint/reappoint _____ to the Washington-Warren Airport Advisory Board to fill the expiring term of **John J. “Jack” Hill (inside)**, term to expire June 30, 2018.

I move that the City Council appoint/reappoint _____ to the Washington-Warren Airport Advisory Board to fill the expiring term of **Trent Tetterton (inside)**, term to expire June 30, 2018.

K. Waterfront Docks Advisory Committee – (Mac Hodges – Liaison)

I move that the City Council appoint/reappoint _____ to the Waterfront Docks Advisory Committee to fill the expiring term of **Mac Cox (outside)**, term to expire June 30, 2018.

Requested Board Planning Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME John B. Tate III

ADDRESS 719 Short Drive, Washington, NC 27889

PHONE (WORK) 252 974-1122 (HOME) 252 974-1222

E-MAIL ADDRESS jbtate3@embarqmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 15+ YEARS

YEARS OF EDUCATION Post-Graduate Professional Degree (Law)

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE I've been a member of the Planning Board for several years now.

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN _____

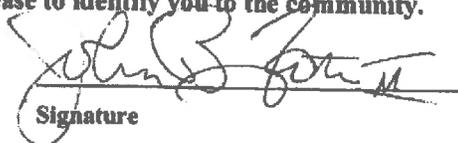
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

This is a renewal application. If City Planning Staff or the City Council has any objection to my reappointment, I will find other ways to serve the City of Washington and Beaufort County.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

May 26, 2015

Date


Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Doris W. Moate

ADDRESS 102 Inda Way

PHONE (WORK) 252-975-6309 c (HOME) 252-833-4542

E-MAIL ADDRESS dmoate@suddenlink.net

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 12 YEARS

YEARS OF EDUCATION 16

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE Planning Board

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? no IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I have a keen interest in my community, city government and helping where I feel I am best suited. Served several years on Planning Boards & Bd of Commissioners in California...experienced at serving as Secretary to other Planning Boards and doing general Planning Department functions such as writing new ordinances; zoning descriptions, served on many committees preparing documents for planning and zoning for cities.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

May 18, 2015
Date

Doris W. Moate
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

Requested Board Board of Adjustment

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Galen Derek Davis

ADDRESS 316 Charlotte Street Washington, NC 27889

PHONE (WORK) (252) 946-4144 (HOME) (252) 944-3965

E-MAIL ADDRESS derik@paulfuneralhome.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 37+ YEARS

YEARS OF EDUCATION 17+

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE Board of Adjustment, Human Relations Council in past

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN _____

N/A

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed.

I have previous Board of Adjustment Experience. I have taken Courses @ the UNC School of Government, so that I might have knowledge of Board matters. I hope my continued service will be of benefit to the citizens that have business with the Board. Thank you.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

5/30/2015
Date

Galen Derek Davis
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

Enlarged
Requested Board Board of Adjustments

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF
THE CITY OF WASHINGTON

NAME Tim Cashion

ADDRESS 204 Holly Drive, Washington, NC 27889

PHONE (WORK) 252-946-0874 (HOME) 252-945-6859

E-MAIL ADDRESS cash1018@yahoo.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 34 YEARS

YEARS OF EDUCATION 16

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE Board of Adjustments, currently serving

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? No IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I have been on this board for 20+ years and feel that I am able to serve to the intent of the Board.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

May 25, 2015

Date

Tim Cashion
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

Requested Board Recreation Advisory

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Katelyn Kozuch

ADDRESS 596 Pirate Cove Rd

PHONE (WORK) (252) 414-6241 (HOME) _____

E-MAIL ADDRESS kcrookdesign@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? >1 YEARS

YEARS OF EDUCATION Undergraduate & Graduate degree earned

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE Recreation Advisory Committee

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

Please see attached qualifications.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

5/18/15
Date

Katelyn L. Kozuch
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: 11/18/15
June 8, 2015
Page 77 of 196

Qualifications:

I am interested in a volunteer position with the Recreation Advisory Committee. As a young professional and new resident of Washington I am looking for ways to become involved within my community. As a BCS teacher and a young person I believe I could bring a fresh perspective and new energy to the board. I believe that the City of Washington has huge untapped potential. I would love the opportunity to contribute my ideas and inspirations for the 20-40 demographic in Washington such as adult recreation leagues, revitalized waterfront opportunities, and events to inspire residents and tourists to get out and become active within the community.

My experience includes:

BFA Graphic Design East Carolina University

MAT Elementary Education East Carolina University

Beaufort County Schools Teacher - 2 years

Running Club - Helped create an after-school club for 6th grade athletes

Fellowship of Christian Athletes Volunteer - 2 years

Figure Skating Instructor - 10 years

Emerge Gallery & Arts Center - 1 year Internship & Curriculum hours through ECU where I was part of grant writing processes for a 501 C-3

Frederick Festival of the Arts - 1 year internship **Frederick Festival of the Arts** is a juried, three-day fine arts festival held in Frederick, MD

Requested Board Historic Commission

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF
THE CITY OF WASHINGTON

NAME Patrick C. Griffin (Pat)

ADDRESS 414 Lodge Rd, Washington

PHONE (WORK) 252-946-6129 cell (HOME) _____

E-MAIL ADDRESS patgriffin4@aol.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 37 YEARS

YEARS OF EDUCATION 16

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE Downtown Development Commission

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? No IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

Will own property in district, have done project in district at One Commerce Square.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

4/30/15
Date

Patrick C. Griffin
Signature

Requested Board Historic Preservation Comm.

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF
THE CITY OF WASHINGTON

NAME Monica Ferrari

ADDRESS 117 Arbor Dr., Washington, NC / 604 W. 2nd St., Wash.

PHONE (WORK) 975-1698 (HOME) _____

E-MAIL ADDRESS Ferrarisports07@suddenlink.net

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 7 years YEARS

YEARS OF EDUCATION 16 BS Elementary Ed

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE Parks and Recreation, Animal Control Appeals

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? no IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

I moved into the Historic District of Washington in 2008 and renovated our 100+ year home while keeping most elements in its original character. I understand the importance to maintaining the historical aspects of our local architecture in our homes, businesses and cityscape. I will strive to be a fair member of this

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

19 May 2015
Date

Monica Ferrari
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

**CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS**

NAME William M. Zachman

ADDRESS PO Box 233

PHONE NO. (BUSINESS) 252-943-5299 (HOME) 252-964-4308

EMAIL ADDRESS: bill@williamzachmancpa.com

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 42 years

EDUCATION BA History/Political Science Northwestern Univ; Graduate School, Accounting ECU

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE WTDA; Bicentennial Commission; DWIC

OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: Vident Beaufort Hospital; BCCC Foundation; BC Committee of 100

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? YES NO IF YES, EXPLAIN _____

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION. Fmr Chair Historic Bath Comm; BC Committee of 100; Advisor many times to NC Travel and Tourism Initiatives

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed. I am vitally interested in Washington/Beaufort County Economic Development and I believe travel and tourism is the most logical industry for eastern North Carolina to develop.

Note: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.


Signature

April 17, 2015
Date

NOTE: Application will remain on file for six (6) months. Expiration Date October 17, 2015

CANDIDATES REQUEST FOR APPOINTMENT TO WASHINGTON TOURISM DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

NAME RICK F GAGLIANO

ADDRESS 120 WASHINGTON HARBOUR WASHINGTON NC 27889

PHONE NO. (BUSINESS) 252-327-9504 (HOME) 252-940-0334

EMAIL ADDRESS: ABLENOTARY@SUDDENLINK.NET

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 12 YRS

EDUCATION MASTERS -BIOMECHANICAL ENGINEERING. CERTIFIED ORTHOPIEDIC PROSTHETIST

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE THE HUMAN RELATIONS COUNCIL

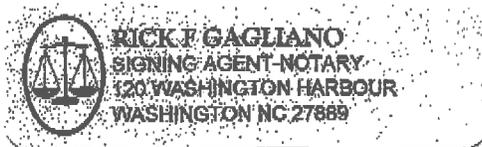
OTHER VOLUNTEER BOARDS/COMMISSIONS ON WHICH YOU SERVE: THE BROWN LIBRARY BOARD OF TRUSTEES

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? YES NO IF YES, EXPLAIN _____

PLEASE STATE ANY RELEVANT TRAVEL AND TOURISM EXPERIENCE THAT MAKES YOU QUALIFIED FOR THIS POSITION.
WORLD TRAVELER. PRIVATE & TRAVELED WITH THE US MARINE CORPS. LIVED IN MANY COUNTRIES, SERVED AS CHAIRMAN OF THE MIAMI BEACH FL TURIST DEVELOPEMENT ASSOC.

STATE REASONS WHY YOU WISH TO SERVE ON THE WTDA BOARD: Use back of sheet if additional space is needed.
i want to serve on this board to help my city attract turist to our area

Note: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.



RICK F GAGLIANO _____
Signature Date

NOTE: Application will remain on file for six (6) months. Expiration Date _____

City of Washington Human Relations Council Application Form
*Please submit your completed form to the office of the City Clerk, PO Box 1988,
Washington, NC 27889 or by email cbennett@washingtonnc.gov*

Name Remanda Faye St. Clair

Address 120 Hodges Road, Washington, NC 27889

Phone Numbers 252-945-9281 (Business) 252-940-4062 (home, cell or both)

Email Address remanda.f.st.clair@nccourts.org

Do you live within the corporate limits of Washington? yes no

Have you ever served, or do you currently serve, on a board or commission for the City of Washington? yes no

If yes, please indicate the board or commission on which you serve(d).
Currently serving on the Human Relations Council as Vice-chair

Do you anticipate a conflict of interest by serving as a member of the Human Relations Council? yes no

If yes, please explain. _____

Please state the reasons why you feel qualified for this appointment.

Serving on the Human Relations Council, I became more aware of issues that confront
our community. Employed with the District Attorney and have worked as a Child Support Agent.
I would like to continue to assist the citizens of the City & County in resolving issues & bringing clarity.

Please note that this information will be used by the City Council in making their appointments to the Human Relations Council. If you are appointed, this information may be used in a news release. It will remain on file for one year after its submission.

Remanda Faye St. Clair

(Signature)

5/19/15

(Date)

City of Washington Human Relations Council Application Form

Please submit your completed form to the office of the City Clerk, PO Box 1988,
Washington, NC 27889 or by email cbennett@washingtonnc.gov

Name Kelly J. Hammonds

Address 1110 Van Norden street Washington, NC

Phone Numbers 414-6404 (Business) _____ (home, cell or both)

Email Address kelly.hammonds@yahoo.com

Do you live within the corporate limits of Washington? yes () no

Have you ever served, or do you currently serve, on a board or commission for the City of Washington? () yes no

If yes, please indicate the board or commission on which you serve(d).

Do you anticipate a conflict of interest by serving as a member of the Human Relations Council? () yes no

If yes, please explain. _____

Please state the reasons why you feel qualified for this appointment.

I am bonded and raised right here in this beautiful city. I'm a local small business owner Kelly's Gallery. I'm well known in the city and I have a love and desire to help Washington grow.

Please note that this information will be used by the City Council in making their appointments to the Human Relations Council. If you are appointed, this information may be used in a news release. It will remain on file for one year after its submission.

Kelly J. Hammonds
(Signature)

4/20/15
(Date)

City of Washington Human Relations Council Application Form
*Please submit your completed form to the office of the City Clerk, PO Box 1988,
Washington, NC 27889 or by email cbennett@washingtonnc.gov*

Name Norman V Hawn

Address 102 E 14th St Washington, NC 27889

Phone Numbers _____ (Business) 704-574-6786 _____ (home, cell or both)

Email Address norman9987@hotmail.com

Do you live within the corporate limits of Washington? yes no

Have you ever served, or do you currently serve, on a board or commission for the City of Washington? yes no

If yes, please indicate the board or commission on which you serve(d).

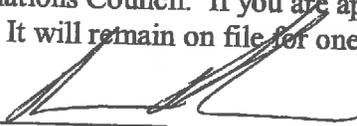
Do you anticipate a conflict of interest by serving as a member of the Human Relations Council? yes no

If yes, please explain. _____

Please state the reasons why you feel qualified for this appointment.

My involvement in the community on the local business and social levels gives me a direct relationship with community as a whole which I would like to use to foster a stronger esprit de corps. Additionally, my age will provide a much needed missing demographic to provide a well rounded committee.

Please note that this information will be used by the City Council in making their appointments to the Human Relations Council. If you are appointed, this information may be used in a news release. It will remain on file for one year after its submission.

Norman V Hawn 

(Signature)

4 FEB 2015

(Date)

Requested Board Animal Control Appeals Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME SAM WALL

ADDRESS 111 S. RENO DR WASHINGTON NC

PHONE (WORK) 945 8444 (HOME) 975 3007

E-MAIL ADDRESS samgwall@hotmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 31 YEARS

YEARS OF EDUCATION 16

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed.

HAVE BEEN AROUND DOGS ALL MY LIFE

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

Date 5/22/15

Signature Sam Wall

Requested Board Animal Control Appeals Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Mary Magbierne Hodges

ADDRESS 319 East 11th St. Washington NC 27889

PHONE (WORK) Cell 414-3708 (HOME) 623-1459

E-MAIL ADDRESS _____

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 24 YEARS

YEARS OF EDUCATION 11th grade

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? NO IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed.

I love animals and I'm pet owner and feel I make a right decisions about well being of the animals.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

5-22-15
Date

Mary M Hodges
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: June 8, 2015

Requested Board Animal Control Appeals Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME DON WARD

ADDRESS 220 SIMMONS ST, WASHINGTON

PHONE (WORK) _____ (HOME) (336) 423-3000

E-MAIL ADDRESS DWARD709T@MAC.COM

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? .25 YEARS (3 Mos.)

YEARS OF EDUCATION 20

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of sheet if additional space is needed.

I HAVE BEEN AN EXECUTIVE MANAGER AND HAVE SERVED ON MANY PROJECT TEAMS AND COMMITTEES. I HAVE NO PARTICULAR SKILLS OR EXPERIENCE WITH ANIMAL CONTROL EXCEPT AS A PET OWNER.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

5-21-15
Date

Edward Gould Ward
Signature

Requested Board Washington Utilities Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF
THE CITY OF WASHINGTON

NAME John A. Taylor

ADDRESS P.O. Box 253, 440 Craven Street, Bath, N.C. 27808

PHONE (WORK) 252-946-8081 ext. 33364 (HOME) 252-943-9212

E-MAIL ADDRESS jtaylor@flanderscorp.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 60 YEARS

YEARS OF EDUCATION Some college

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE _____

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? No IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

Member Bath Town Council since 1988

Bath Vol. Fire Dept. Chief since 1998, President Beaufort County Fire Chief's Assocation

N.C Licensed Electrician #13210 L

Member Washington Utilities Board since September 2014

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

05-27-15

Date

John A. Taylor

Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: _____

Requested Board Warren Airport Advisory Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF
THE CITY OF WASHINGTON

NAME Clifford Roy Whichard

ADDRESS PO Box 1506 Washington, NC 27889

PHONE (WORK) N/A (HOME) 252-946-6985

E-MAIL ADDRESS rwhichard@hotmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 42 YEARS

YEARS OF EDUCATION College Grad

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE Warren Airport Advisory Board

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? No IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of
sheet if additional space is needed.

Have been a pilot since 2002
Own a airplane hangared at Warren Airport

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions
AND, in the event you are appointed, it may be used as a news release to identify you to the community.

May 4, 2015
Date

Clifford Roy Whichard
Signature

Requested Board Aviation Advisory

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF
THE CITY OF WASHINGTON

NAME John Jensen (Jack) Hill

ADDRESS 315 Thomas Place

PHONE (WORK) 252-947-5600 (cell) (HOME) 252-975-6382

E-MAIL ADDRESS flyjj.hill@yahoo.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 8 YEARS

YEARS OF EDUCATION some college

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE Airport Advisory

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? no IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of
sheet if additional space is needed.*

Previously filed aviation experience

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions
AND, in the event you are appointed, it may be used as a news release to identify you to the community.

5/18/2015

Date

J.J. Hill

Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: 11/18/2015

Requested Board Washington-Warren Airport Advisory Board (WWAAB)

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME Trent Tetterton

ADDRESS 201 Lawson Road, Washington, NC 27889

PHONE (WORK) _____ **(HOME)** 252-940-8799 (Cell)

E-MAIL ADDRESS trenttetterton@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 7 YEARS

YEARS OF EDUCATION 16

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE Washington-Warren Airport Advisory Board

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): *Use back of sheet if additional space is needed.*

Interest and involvement in local economic development activities, organizations and Boards (city's Economic Development Team, WHDA, BCAC).

Currently serving on the WWAAB. Prior pilot.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

May 27, 2015

Date

Trent Tetterton

Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: June 8, 2015
Page 93 of 196

Requested Board Waterfront Docks Advisory Board

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON

NAME MAC COX

ADDRESS 467 Mimosa Shores RD, Washington, NC

PHONE (WORK) Cell 252.975.8579 (HOME) _____

E-MAIL ADDRESS M. Cox @ SuddenLink.net

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 06 YEARS

YEARS OF EDUCATION 15

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO

IF YES, PLEASE INDICATE Waterfront Dock Board

DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN _____

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (6) (OPTIONAL): Use back of sheet if additional space is needed.

I Am currently fulfilling the unexpired term of Doug Doscher.
I'm an avid boater/sailor my entire life.
Have owned several sailboats + a few power.
Have my U.S. Coast Guard Captain's License.

NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.

Date 5-15-15

Signature Mac Cox

NOTE: Application will remain on file for six (6) months. Expiration Date: _____



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: June 8, 2015
Subject: Addendum to NCDOT Bicycle Plan Contract
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council sign the addendum to the NCDOT Bicycle Plan Contract.

BACKGROUND AND FINDINGS:

Due to federal funding requirements the original account for the Bicycle Plan was closed through NCDOT. NCDOT has authorized additional funds to reimburse the City for the remaining balance. The attached addendum, to the original agreement, is required and must be signed by June 30, 2015 in order to receive these funds.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Addendum to NCDOT Bicycle Plan.

City Manager Review: 6/3/15 Date Concur 6/3/15 Recommend Denial No Recommendation

NORTH CAROLINA
BEAUFORT COUNTY

1st SUPPLEMENTAL AGREEMENT

DATE: 3/24/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: M-0371

AND

WBS ELEMENTS: PE 37309.1.S14

ROW _____

CITY OF WASHINGTON

CON _____

OTHER FUNDING: _____

FEDERAL-AID #:

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$0

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

WITNESSETH:

WHEREAS, the Department and the Municipality on 9/16/2011, entered into a certain Project Agreement for the original scope: the development and production of a Comprehensive Bicycle and Pedestrian Transportation Plan in accordance with Departmental Policies and Procedures., programmed under Project M-0371; and,

WHEREAS, the Municipality has requested an extension to the Project completion date for the purpose of reimbursement; and,

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

TIME FRAME

The Municipality shall complete the Project and submit all invoices by June 30, 2015.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 9/16/2011, is ratified and affirmed as therein provided.

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

L.S. ATTEST:

CITY OF WASHINGTON

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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

Approved by _____ (Governing Board) of the City of Washington as attested to by the signature of _____, Clerk of the _____ (Governing Board) on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Washington

DEPARTMENT OF TRANSPORTATION

BY: _____
(DEPUTY SECRETARY FOR TRANSIT)

DATE: _____

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



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: June 8, 2015
Subject: Joint Use Agreement – Playing Fields on Ed Tech Center Campus
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council authorize the Mayor to enter into the proposed agreement with the Beaufort County Board of Education for the joint use of the playing fields on the Ed Tech Center Campus.

BACKGROUND AND FINDINGS:

The BC School Board of Education has applied for a grant through Kate B. Reynolds Charitable Trust. The grant will provide funding to upgrade the Playing Fields on the Ed Tech Center Campus. The grant proposes new playground equipment, splash park, walking track, tennis courts, and restroom facilities. This park could be used in conjunction with Beebe Memorial Park.

The Beaufort County School Board of Education approved the joint use agreement as written on May 25, 2015.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Joint Use Agreement

City Manager Review: bid Concur ___ Recommend Denial ___ No Recommendation

6/8/15 Date

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT.**

JOINT USE AGREEMENT

This Joint Use Agreement (hereinafter referred to as "Agreement") for the joint use of approximately 4.5 acres of designated playing fields on the Ed Tech Center campus more specifically described hereinbelow is made and entered into as of the ___ day of _____, 2015, by and between the CITY OF WASHINGTON (hereinafter referred to as "City"), and the BEAUFORT COUNTY BOARD OF EDUCATION (hereinafter referred to as "Board") (collectively may be referred to herein as the "Parties").

WITNESSETH

THAT WHEREAS, the Parties recognize that joint cooperation and action between the Board and the City shall ensure that the best facilities and services are provided to the citizens of Beaufort County with the least expenditure of public funds;

WHEREAS, the Parties are mutually interested in quality education and recreation programs for Beaufort County students and citizens;

WHEREAS, the Parties are authorized to enter into agreements with each other to do any and all things necessary or convenient to aid and cooperate in the cultivation of citizenship by providing quality programs and facilities;

WHEREAS, the Board owns certain real property at 820 North Bridge Street, Washington, North Carolina which is known as the campus of the Beaufort County Ed Tech Center;

WHEREAS, the Parties desire to enter into an agreement for the joint use of the designated playing fields on the Ed Tech Center campus more specifically described hereinbelow for the benefit of the school and the community;

WHEREAS, the Board desires to permit the City to use the designated playing fields on the Ed Tech Center campus more specifically described hereinbelow when said playing fields are not being used by the Board;

WHEREAS, the City desires to assist the Board with maintenance of the designated playing fields on the Ed Tech Center campus more specifically described hereinbelow;

WHEREAS, community use of school property and facilities is encouraged by the Community Schools Act, North Carolina General Statute (N.C.G.S.) 115C-203 et seq.; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of N.C.G.S. 115C, Article 13; N.C.G.S. 115C-518; N.C.G.S. 115C-524(b); and N.C.G.S. 160A-274.

NOW, THEREFORE, pursuant to N.C.G.S. 115C, Article 13, N.C.G.S. 115C-524(b), and N.C.G.S. 160A-274 and in consideration of the above-stated desires of the Parties and such other mutual promises and covenants as are hereinafter set forth, the receipt and legal sufficiency of which consideration are hereby acknowledged, the Board and the City do hereby agree as follows.

1. **Property Description.**

The Beaufort County Ed Tech Center campus is located at 820 North Bridge Street Washington, North Carolina. The above referenced designated playing fields are shown generally on Attachment "A" and are hereinafter referred to as "Playing Fields".

2. **Term.**

This Agreement shall run from July 1, 2015 thru June 30, _____.

3. **Enhancements, Modifications, Renovations, or New Construction.**

The Board may make any enhancements, modifications, renovations, or new construction on the Playing Fields necessary for educational programming needs. The Board may make such enhancements, modifications, renovations, or new construction in its sole discretion and without approval from the City; however, the Board shall notify the City that it is making such improvements. The City shall be responsible for any enhancements, modifications, renovations, or new construction for City needs; however, no such improvements may be made by the City without the Board or Board designee's prior written approval. After the Board approves the plans and schedule for such improvements proposed by the City, the City shall proceed with such improvements at its expense.

4. **Ownership.**

All future improvements made to or upon the Playing Fields shall be the property of the Board unless the Parties agree otherwise in writing.

5. **Appropriate Use.**

Use of the Playing Fields shall be consistent with the proper care and preservation of public school property as required by N.C.G.S. 115C-524.

6. **Joint Use and Scheduling.**

The Parties agree that the use of the Playing Fields shall be in accordance with the following conditions and provisions.

A. **Administrative Control.**

The Superintendent of the Beaufort County Schools or designee shall have administrative control over the Playing Fields at all times.

B. **Use and Scheduling.**

Use of the Playing Fields shall be in accordance with the following conditions and provisions.

(1) The Board shall have first priority of use at all times of the Playing Fields for school system activities.

(2) For the purposes of this Agreement, City use of the Playing Fields shall be defined as those programs that the City initiates, perpetuates, or assists.

(3) For the purposes of this Agreement, third party use is defined as non-Board and non-City use.

(4) The Parties shall maintain on-going, open, reciprocal communication while acting in good faith to build a positive reciprocal relationship.

- (5) Each party hereto shall designate one person as the point-of-contact for communication with the other party. The respective points-of-contact and/or other responsible members shall:
 - (a) Communicate as needed to confirm or update usage and maintenance schedules;
 - (b) Be responsible for making participants aware of any cancellations or rescheduling of municipal activities; and
 - (c) Be aware of special circumstances such as emergency weather conditions.

C. **Inclement Weather.**

The Board may make decisions on when to close the Playing Fields due to inclement weather. The City shall comply with the Board's inclement weather determinations and will not access the Ed Tech Center campus when the same is closed due to inclement weather.

D. **Supervision and Security.**

- (1) The City shall provide for appropriate supervision and adhere to all applicable Board rules and policies while using the Playing Fields.
- (2) The City shall be responsible for providing sufficient and appropriate security for its programs, activities, and events.
- (3) In the event of damage attributed to City use or maintenance of the Playing Fields, the City shall restore such damage at least to its condition immediately before such damage.

E. **Fees/Charges.**

Except as expressly stated in this Agreement, there shall be no additional fees and/or charges associated with the City's use of the Playing Fields unless mutually agreed upon.

F. **Income from City Programs.**

The Parties agree that the income and revenues generated from City's use that are subject to this Agreement shall be retained by the City.

G. **Income from School Programs.**

The Parties agree that the income and revenues generated from Board use that are subject to this Agreement shall be retained by the Board.

H. **Concession Operations.**

- (1) The Board or its operating agent has the right to operate concessions on the Playing Fields when the same are being used for Board purposes and the proceeds shall be retained by the Board.
- (2) The City or its operating agent has the right to operate concessions on the Playing Fields when the same are being used for City purposes and the proceeds shall be retained by the City.

7. **Housekeeping, Routine/Preventive Maintenance and Major Repair or Life Cycle Maintenance.**

A. **General Guidelines.**

- (1) The City shall be responsible for general cleanup of the Playing Fields after City use to maintain acceptable appearance and required safety levels.
- (2) The City shall be responsible for routine grass maintenance, including mowing and trimming, of the Playing Fields.
- (3) All mowing and clean-up of debris will be completed by area rather than by task, meaning that all required work in one area will be completed on the same day and before moving on to the next area.
- (4) Nothing herein shall be construed to require the City to remedy any condition of the Playing Fields that is not attributable to the City's use or maintenance of the Playing Fields.

8. **Insurance.**

The Parties shall maintain at all times during the term of this Agreement and during any and every extension thereof public liability insurance in the amount of \$1,000,000/\$2,000,000, or the minimum required by North Carolina State Law, covering personal injury for each accident or occurrence growing out of their respective use or maintenance of the Playing Fields and at least \$1,000,000 or the minimum required by North Carolina State Law to cover property damage growing out of each accident or occurrence. Participation by the City in the North Carolina League of Municipalities (IRFFNC) or its equivalent and participation by the Board in the North Carolina School Board's Trust or its equivalent will satisfy the Parties' respective requirements for liability insurance. Board and City are each responsible for insuring the replacement value of their respective fixtures and personal property.

9. **Open to Beaufort County Residents.**

The City agrees to provide its program services within the space available to all residents of Beaufort County.

10. **Nondiscrimination.**

The City shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, or national origin. Neither the City nor its employees shall discriminate against any person or organization on the basis of race, color, creed, sex, age, religion, or national origin by refusing to furnish such person or organization services or privileges offered to or enjoyed by residents of Beaufort County, nor shall the City or their employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect negatively on any person because of race, color, creed, age, sex, religion, or national origin. Nothing contained herein shall be construed to prohibit the City from adopting a disparate fee schedule based upon residency.

11. **Termination.**
Each party may terminate this Agreement at any time upon written notice.

12. **Notices.**
All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Board: The Board of Education
 Beaufort County Public School System
 321 Smaw Road
 Washington, NC 27889

City: City of Washington
 City Manager
 P.O. Box 1988
 Washington, North Carolina 27889

or to such other address as either party may specify in the manner hereinabove prescribed.

13. **Severability.**
In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Non-Assignment.**
The City may not assign this Agreement. The City may use the Playing Fields only as provided for in this Agreement and shall not allow any other person, organization, or corporation to use the Playing Fields without the express written permission of the Board.

15. **Entire Agreement.**
The Parties agree that this document constitutes the entire agreement between the Parties and may only be modified by a written mutual agreement signed by the Parties. To the extent that there is any conflict between the terms of this Agreement and any prior understanding or agreement between the Parties, the terms of this Agreement shall control.

16. **Agreement in Counterparts.**
This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Beaufort County Board of Education has caused this Agreement to be signed by its Chair, attested to by its Superintendent/Secretary, and sealed with its corporate seal, and the City has caused this Agreement to be signed by its Mayor attested to by its Clerk, and sealed with its corporate seal, by order of the respective

governing boards duly given as of the day and year first written above.

PRE-AUDIT CERTIFICATE

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

Matt Rauschenbach, Chief Finance Officer
City of Washington

PRE-AUDIT CERTIFICATE

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

Lynn Harold, School Finance Officer
Beaufort County Board of Education

BEAUFORT COUNTY BOARD OF EDUCATION

By: _____ (SEAL)
Terry Williams, Chair

ATTEST

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

CITY OF WASHINGTON

By: _____ (SEAL)
Jay MacDonald Hodges, Mayor

ATTEST

By: _____ (SEAL) (Affix Corporate Seal)
Cynthia Bennett, City Clerk

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that Don Phipps appeared before me this day, and being duly sworn by me, acknowledged that he is Superintendent/Secretary of the Beaufort County Board of Education, and that by authority duly given and as the act of the Board the forgoing instrument was signed by its Chair, sealed with its corporate seal and attested by him as its Superintendent/Secretary.

Witness my hand and notary seal this _____ day of _____ 2015.

Notary Public

My Commission expires: _____

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid hereby certified that Cynthia Bennett personally appeared before me this day, and being duly sworn by me acknowledged that she is Clerk of the City of Washington, and that by authority duly given and as the act of the City, the forgoing instrument was signed by its Mayor, sealed with its corporate seal and attested by her as its Clerk.

Witness my hand and notary seal this _____ day of _____ 2015.

Notary Public

My Commission expires: _____

ATTACHMENT "A"

820 N Bridge St - Google Maps





REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: June 1, 2015
Subject: Approve agreement for the Washington Waterfront Underground Railroad Museum
Applicant Presentation: Rebecca Clark, Leesa Jones
Staff Presentation: John Rodman, Community and Cultural Services

RECOMMENDATION:

I move that the City Council approve the attached agreement for the Washington Waterfront Underground Railroad Museum for the use of the Caboose and surrounding property as a museum as presented.

BACKGROUND AND FINDINGS:

The City of Washington has recently received recognition as a National Park Service "Underground Railroad Network to Freedom". This designation is an important one for Washington and signifies the importance of the role African American people have had in the development and history of the City. The Underground Railroad Museum is requesting to lease the existing caboose and surrounding grounds to promote tours and re-enactments throughout the year. Through partnerships the Caboose will be restored and maintained.

PREVIOUS LEGISLATIVE ACTION

Recommended for approval by the Parks and Recreation Advisory Committee – April 2015
Endorsed by the Washington Historic Preservation Commission – May 2015

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Presentation
- Site Plan
- Use Agreement

City Manager Review: 6/3/15 Date Concur Asmt Recommend Denial _____
No Recommendation _____

**NORTH CAROLINA
BEAUFORT COUNTY**

**LICENSE, OPERATIONAL, AND
MANAGEMENT AGREEMENT**

WHEREAS, the National Park Service presented a Certificate of Acceptance dated October 14, 2014 to the Washington North Carolina Waterfront that accepted the Washington North Carolina Waterfront site into the National Underground Railroad Network to Freedom based upon the site's significant contribution to the understanding of the Underground Railroad in American history.

WHEREAS, the City of Washington ("City") has located in various places and maintained a certain Caboose ("Caboose") for many years as an historical symbol and attraction.

WHEREAS, the Caboose is currently located behind the building commonly known as the Peterson Building on a parcel of property owned by the City at the intersection of Main and Gladden Streets in Washington.

WHEREAS, it has been determined that the Caboose is a Seaboard Coast Line, M-5 Caboose, #0797.

WHEREAS, Downtown Washington on the Waterfront d/b/a the Washington Harbor District Alliance d/b/a the Washington Waterfront Underground Railroad Museum ("Museum") desires to restore the exterior of the Caboose to its original features; utilize the interior of the Caboose to operate the Washington Waterfront Underground Railroad Museum ("museum") that will be open to the public free of charge as well as house a pictorial history of Washington's Underground Railroad; showcase historic tours, reenactments, and traveling exhibits at the museum; upon receiving additional permission from the City, utilize the surrounding grounds to promote related tours, traveling exhibits, and related reenactments; and make certain improvements to the surrounding grounds that will enhance the Caboose and museum.

NOW THEREFORE, in consideration of the foregoing and for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which consideration are hereby acknowledged, the Museum and the City hereby agree as follows. Part of the consideration for this Agreement is that the Caboose shall be utilized by Museum solely in conjunction with and in furtherance of the museum, which constitutes an acceptable public purpose and use.

1. **GRANT OF LICENSE**. The City hereby grants to Museum and Museum hereby accepts from the City a license to use, operate, and manage the above described Caboose subject to the terms and conditions set forth herein. It is agreed between the parties that this license is personal to Museum and shall not inure to the successors or assigns of Museum. Museum agrees that it does not possess and shall not claim at any time an interest or estate of any kind or extent whatsoever by virtue of this license or Museum's exercise or use of the same and the City conveys no interest in property to the Museum by virtue of this Agreement.

2. **TERM.** The initial term of this Agreement shall be for one (1) year, commencing as of the ___ day of _____, 2015 and ending on the ___ day of _____, 2016 unless terminated earlier for default as more specifically provided for hereinafter. After the initial term, this Agreement shall continue on a month to month basis, subject to termination by either party, with or without cause, upon thirty (30) days written notice to the other party. Neither party shall have or make any claim, for damages or otherwise, upon the other should either party elect to exercise the right to terminate provided for hereinabove.

a. **DEFAULT.** Museum shall be in default of this Agreement if Museum fails to perform or satisfy any provision, condition, or obligation contained herein if such failure to perform or satisfy is not cured within thirty (30) days after written notice thereof has been given by City to Museum. Upon any such above described default, the City shall have the absolute right to terminate this Agreement.

3. **TERMINATION, TITLE TO CABOOSE AND IMPROVEMENTS.** The parties hereto expressly recognize and acknowledge that the Caboose is owned by the City, nothing herein shall be interpreted in any way as affecting or impairing said ownership interest, the Caboose shall not be considered a fixture and the City shall retain ownership of the Caboose at all times and until as well as after the termination of this Agreement. Upon termination of this Agreement, Museum shall remove all personal property from the Caboose. The parties acknowledge and agree that, upon termination, any improvements to the Caboose or surrounding grounds may, in the discretion of the City, revert to and become the sole property of the City without any additional payment or consideration to Museum therefor, free and clear of any and all claims thereto. The vesting of title to any such improvements in the City at the time specified is a part of the consideration for this Agreement. If the City does not elect to take title to any such improvements, or a portion thereof, the City may direct Museum to remove some or all of such improvements and the Museum shall remove the same within sixty (60) days of the City's written election.

4. **CONDITION AND MAINTENANCE OF CABOOSE.** Museum hereby accepts the condition of the Caboose as well as surrounding grounds "AS IS," with all faults, dangerous conditions and attributes, whether known to the City and/or Museum or not. Museum acknowledges that the City has made and makes no warranties, express, implied, or otherwise, of any kind regarding the Caboose or the surrounding grounds, including warranties of fitness for a particular purpose or merchantability. Museum shall exercise due caution in its use of the Caboose as well as surrounding grounds and shall take good care of the same and, upon termination of this Agreement, surrender and deliver the Caboose as well as surrounding grounds in as good condition as when received by Museum from City, reasonable wear and tear excepted. Museum shall maintain the Caboose and surrounding grounds in a good condition as well as state of repair and shall keep the Caboose and surrounding grounds in a presentable, acceptable, and aesthetically pleasing appearance satisfactory to the City, in the City's sole discretion, and in compliance with any and all ordinances of the City. Museum shall be solely responsible for the operation, care, maintenance and repair of the Caboose. Museum shall treat the Caboose with the utmost consideration and will provide care and protection to the Caboose to the best of its ability. Should the Caboose be damaged due to the negligence of Museum, the Museum will be solely responsible for any care, repair, or restoration that is necessary to return the Caboose to its condition prior to such damage, which care, repair, or restoration shall be accomplished at the

City's direction.

5. **RESTORATION OF CABOOSE.** Subject to any additional permit or other approval that may be required, the City authorizes Museum to restore the exterior and interior of the Caboose in the manner as presented in writing to the City Council in Council's May 11, 2015 agenda and as more specifically shown as well as described in Exhibit 1 attached hereto and incorporated herein by reference as if fully set forth. Subject to any additional permit or approval that may be required, the City specifically authorizes Museum to restore the interior of the Caboose to enable the Museum to house the museum, including but not limited to a pictorial history of Washington's Underground Railroad and traveling exhibits, that is open to the public free of charge for viewing and tours. Any additional restoration of the Caboose will require approval from the City Manager in addition to any additional permits or other approvals that may be required.

6. **OTHER IMPROVEMENTS.** Subject to any additional permit or other approval that may be required, the City authorizes the Museum to make other improvements that will connect the Caboose, by use of a wooden platform placed on the back right (northern) side of the Caboose, to the existing walkway as well as ramp located at the back of the Peterson Building in the manner as presented in writing to the City Council in the Council's May 11, 2015 agenda and as more specifically shown on Exhibit 2 attached hereto and incorporated herein by reference as if fully set forth.

7. **USE OF CABOOSE AND SURROUNDING GROUNDS.** The City hereby authorizes Museum to utilize the Caboose to operate the museum from within the Caboose and to promote as well as showcase historic tours, reenactments, and traveling exhibits. Upon receipt of specific permission from and coordination with the City's Parks and Recreation Manager, Museum may utilize the surrounding grounds in conjunction with the museum and for related tours, reenactments, and traveling exhibits. Museum shall not use the Caboose or surrounding grounds for any purpose other than the sole purposes stated herein without prior consent of the City. Museum shall have no interest in the Caboose other than the right to use the same in accordance with the terms and conditions of this Agreement and any rules and regulations as the City may make respecting the use thereof.

8. **USE OF REVENUE.** Any revenue produced from Museum's use of the Caboose or surrounding grounds shall be used solely to support the Museum. In the event there ever exists revenue surplus to the needs of the Museum, said revenue shall be contributed to a program or purpose that is a legal public purpose.

9. **ACCESS.** City grants Museum and its agents, invitees, guests and customers, and Museum accepts from the City, a non-exclusive easement in, over, across and through the surrounding grounds as reasonably required for construction, maintenance, repair, and use of the Caboose as contemplated herein.

10. **NO ASSIGNMENT OR SUBLICENSING.** This Agreement is not transferable or assignable and runs to Museum only. Museum may not assign this Agreement or sublicense the Caboose.

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

- a. Statutory workers' compensation insurance in amounts required by law and, unless exempted by applicable law, employer's liability insurance at a minimum of \$100,000.00 for each accident, \$100,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 for bodily injury by disease.
- b. Commercial general liability insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

At the option of the City, the above limits may be less than stipulated herein so long as Museum obtains and maintains an excess policy providing the additional limits needed. This form of coverage must be approved by the City and will only be acceptable if both the primary and excess policies include the coverage and endorsements required herein.

- c. Museum shall maintain fire, extended coverage, and vandalism as well as malicious mischief insurance on personal property of Museum that is located in or on the Caboose and surrounding grounds. It is expressly understood by the parties hereto that the City does not and shall not maintain any insurance coverage with regard to the Caboose and, if the Caboose is damaged for any reason such that the same is no longer usable by the Museum, i) the City shall have no duty to repair or restore the same and ii) Museum shall have and make no claim against the City arising therefrom.

With the exception of workers' compensation and fire as well as extended coverage insurance referenced above, each such policy shall list the City as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to the City. Museum shall deliver to the City certificates of insurance for all insurance policies required hereunder. Museum shall, within a reasonable time prior to the expiration of any such policy, furnish the City with certificates of insurance evidencing renewal thereof. The City may, in its sole discretion, require Museum to expand the form and/or increase the amounts of all such insurance.

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

13. **UTILITIES.** The provision, including reconnection, of utilities, including water, sewer and/or electricity, shall be covered under a separate agreement; however, Museum shall be responsible for all applicable charges, including but not limited to "hook up" and customary

monthly charges for the same unless an alternate agreement is reached with the City.

14. **CHANGES TO SURROUNDING GROUNDS.** The City reserves the right, without recourse to Museum, to change and/or alter in any way the surrounding grounds in the City's sole discretion.

15. **REFUSE.** Museum shall be solely responsible for the proper and prompt disposal of any and all garbage or trash that may be produced by Museum and/or as a result of its utilization of the Caboose as well as surrounding grounds as contemplated herein.

16. **INDEMNIFICATION.** Museum shall utilize the Caboose and surrounding grounds at Museum's own risk. Museum does for itself, its agents, successors, assigns, customers, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, attorneys, insureds, successors, and assigns, and each of them, respectively, of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, attorneys' fees, and consequential, general, special, and punitive damages or liabilities, known or unknown, on account of, or in any way related to or growing out of this Agreement, including but not limited to Museum's operation of the museum and Museum's use of the Caboose as well as surrounding grounds. It is the intent and understanding of the parties that this indemnification shall include but not be limited to 1) any injury, including death, to any person, 2) any claim arising from any accident, fire, or casualty from any cause whatsoever, including negligence, and 3) any claim of Museum's customers, invitees, and/or guests of the Museum caused by, related to, arising from Museum's use of the Caboose as well as surrounding grounds and Museum's contemplated operations or this Agreement.

17. **ADHERENCE TO REGULATIONS.** Museum agrees to comply with any and all applicable laws (including but not limited to ADA as may be applicable to the Caboose and any improvements to the surrounding grounds), statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties foreseen or unforeseen, ordinary or extra-ordinary, which now or anytime hereafter may be applicable to the Caboose, any improvements made by Museum to the Caboose or surrounding grounds, and Museum's operation of the museum contemplated hereby. Museum shall indemnify and hold the City harmless for any and all damage of any kind arising from Museum's failure to comply with the aforementioned rules and regulations, including attorney's fees.

18. **RELATIONSHIP OF THE PARTIES.** In carrying out the terms and conditions of this Agreement, Museum is an independent contractor and is not an agent or employee of the City. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employee relationship between Museum and the City.

19. **ILLEGAL PROVISIONS, GOVERNING LAW.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but

shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, after due authority given, Museum has caused this Agreement to be signed in its name by its Executive Director, and the City has caused this Agreement to be signed in its name by its Manager.

DOWNTOWN WASHINGTON ON THE WATERFRONT
d/b/a WASHINGTON HARBOR DISTRICT ALLIANCE
d/b/a WASHINGTON WATERFRONT UNDERGROUND
RAILROAD MUSEUM CITY OF WASHINGTON

By: _____ (SEAL) By: _____ (SEAL)
Name: Beth Byrd Name: Brian Alligood
Title: Executive Director Title: City Manager, City of Washington

The Caboose

Through extensive research it has been determined that the Caboose is a Seaboard Coast Line, M-5 Caboose, #0797. The color of the caboose should be orange with black lettering. Below is a photo of the correct coloring/lettering for the caboose. The Washington Noon Rotary and Washington Harbor District Alliance will contract with a qualified painter and pay for the exterior restoration of the caboose. Below is a cost estimate of restoration

Material: 1 gal Rust Inhibitive Primer
1 to 2 cans Bondo
6 to 8 gals SW Industrial Enamel
2 to 3 gals of paint thinner

Cost \$600.00

Labor:

- 1- Scrape loose paint and rust.
- 2- Pressure wash exterior.
- 3- Bondo holes.
- 4- Spot prime with rust inhibitive primer.
- 5- 2 coat with industrial enamel

Cost \$1450.00

Lettering

Cost \$250.00



Washington recently received recognition as a National Park Service **“Underground Railroad Network To Freedom”** site. This is an important designation both for Washington and North Carolina as a whole. We feel this designation warrants a museum to show the importance of Washington, NC and the role African American people have had in the development and prosperity of our beautiful town. We are in a position to tell a unique story about our town. We will educate and promote prosperity through tourism with the placement of the museum in downtown Washington.

We are requesting that the city allows us to operate the **“Washington Waterfront Underground Railroad Museum”** in the city owned Caboose and to use the grounds around the caboose to promote tours and re-enactments throughout the year. Through partnerships with Washington Harbor District Alliance and the Washington Noon Rotary, the Caboose will be restored to its original colors. The interior of the caboose will house a pictorial history of Washington’s Underground Railroad.

The museum will be free and open to the public on a weekly schedule to be determined. Leesa Jones will act as Museum Curator. Docent volunteers will be on site when the museum is open. Historic tours, occasional re-enactments and traveling exhibits will also be showcased at the museum. The museum will be open for school, civic and church group tours.

The value of a museum in Washington is not only educational but will be a positive economic builder through tourism. Our museum will be one of only a few in the Eastern United States. It is anticipated that many thousands of people will be visiting Washington just to view the museum and restored caboose. The museum would attract media coverage from around the state of North Carolina and beyond.

The museum will be self-funded through donations, community and corporate sponsors and tour ticket sales. We would operate under the Washington Harbor District Alliance banner. We would ask the City of Washington to partner with us by allowing us to lease the caboose at no fee for a minimum of one year and to reconnect the utilities to the caboose.

The Caboose

Through extensive research it has been determined that the Caboose is a Seaboard Coast Line, M-5 Caboose, #0797. The color of the caboose should be orange with black lettering. Below is a photo of the correct coloring/lettering for the caboose. The Washington Noon Rotary and Washington Harbor District Alliance will contract with a qualified painter and pay for the exterior restoration of the caboose. Below is a cost estimate of restoration

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Cost \$600.00

Labor:

- 1- Scrape loose paint and rust.
- 2- Pressure wash exterior.
- 3- Bondo holes.
- 4- Spot prime with rust inhibitive primer.
- 5- 2 coat with industrial enamel

Cost \$1450.00

Lettering

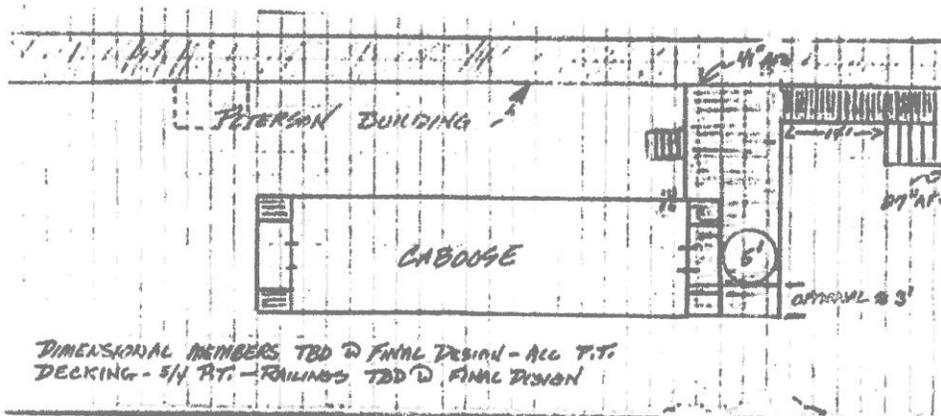
Cost \$250.00

Total

Cost \$2300.00



Washington Harbor District Alliance will assist the committee in connecting the Caboose to the current walkway and ramp located at the back of the Peterson Building. A wooden platform will be placed on the back right side of the caboose. See Illustration attached. This will meet current ADA standards as required by the city and state. The interior of the caboose will be painted a neutral color and shelving will be put in place for exhibits. These are the only alterations to the caboose at this time.



Museum Budget

Repaint Exterior	\$2300.00	Donation
Refurbish Interior	\$500.00	Partial Donation
Platform	\$500.00	Donation
Exhibit	\$1500.00	
Electricity (\$50 Month)	\$600.00	
Insurance (Year)	\$300.00	
Misc.	\$100.00	
Docents	Volunteers	
Total Budget	\$2800.00	

Museum Committee

Leesa Jones, leesawisdom@aol.com, 252-833-0995
Milton Jones
Rebecca Clark, mershonbill@aol.com, 843-810-4300
Bill Clark

Trent Tetterton, Advisor
Beth Byrd, Advisor
Chris Furlough, Advisor
Rich Moran, Advisor

Supporters and Advocates

Washington Harbor District Alliance
Washington Park and Recreation
Washington Noon Rotary
Washington Area Historic Foundation



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: June 1, 2015
Subject: Accept recommendation of Parks and Recreation Advisory Committee to form Aquatics Center Study Committee
Applicant Presentation: N/A
Staff Presentation: John Rodman, Community and Cultural Services

RECOMMENDATION:

I move that the City Council accept the recommendation of the Parks and Recreation Advisory Committee and endorse the formation of an eleven member Aquatics Center Study Committee. I further move that City Council postpone the implementation of the 40 hour operation schedule for the Aquatics Center until the Study Committee completes its work.

BACKGROUND AND FINDINGS:

The Parks and Recreation Advisory Committee made a recommendation to form an ad-hoc study committee to conduct a review of operation options and analyze community support of the Moore Aquatics and Fitness Center. The committee should be appointed to lead the community through that process of analyzing the feasibility of the operation and maintenance of the Aquatics Center.

PREVIOUS LEGISLATIVE ACTION

Parks and Recreation Advisory Committee – May 18, 2015
 City Council – Budget Discussions
 City Council – May 11, 2015

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

City Manager Review: 6/3/15 Date Concur but Recommend Denial ___

Aquatics Center Study Committee

Introduction

The Parks and Recreation Advisory Committee (PRAC) made a recommendation to form an ad-hoc study committee to conduct a review of operation and maintenance options and analyze community support of the Moore Aquatics and Fitness Center. The Committee should be appointed to lead the community through that process of analyzing the feasibility of the operation and maintenance of the Aquatics Center. This committee will be asked to represent the stakeholders and local residents by: providing general community input; collecting input concerning the future of the pool from the residents and reporting back to the Park and Recreation Advisory Committee concerning the actions of the study committee.

Committee Purpose

The Aquatics Center Study Committee needs a clear stated purpose. Without a clearly stated, reasonable set of goals, the committee will not have the focus it needs to be successful. The intent of the Study Committee is not to say there will be a City pool in Washington but is simply a proactive attempt to solicit information and public input on the issue of the Aquatics Center and the various options. The goal of the Committee is to analyze the conditions of the existing facility and provide options for the future. The Aquatics Center Study Committee shall assist the Parks and Recreation Advisory Committee with recommendations to City Council concerning the options and the idea of creating a plan.

Committee Organization

Study Committee members should be selected carefully. These members will help resolve issues for the entire community. The committee is anticipated to consist of 11 members and residents that will reflect a broad range of interests. The Committee will be selected on their commitment to community service, various backgrounds that include swimmers and non-swimmers, and a willingness to approach the Aquatic Center with an open mind. They should be somewhat knowledgeable in the area of the Committee's responsibility. A Chairperson shall be selected be elected by the Committee members. The Study Committee will make recommendations to PRAC. There is no decision-making authority for Committee members.

<u>Proposed Members</u>	<u>No.</u>
Aquatics Center Manager	(1)
Washington Swim Team Rep.	(1)
Beaufort Co. Schools Rep.	(1)
Parks & Rec. Advisory Rep.	(2)
City Council Liaison	(1)
At-Large Members	<u>(5)</u>
Total	11

Parks and Recreation Manager – Ex-Officio



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: June 8, 2015
Subject: River Road Sewer Line Agreement with Beaufort County
Applicant Presentation: N/A
Staff Presentation: Brian Alligood, City Manager

RECOMMENDATION:

I move that the City approve the attached River Road Sewer Line Agreement with Beaufort County.

BACKGROUND AND FINDINGS:

In 2006 the County and the City agreed to build and extend new forced main sewer lines down River Road to connect Carver Machine Works. Grant funding was received to assist with the project. This agreement finalizes this project in regards to ownership of the lines, grant funding clawback amounts, operational issues and billing issues.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

River Road Sewer Line Agreement

City Manager Review: BWA Concur Recommend Denial No Recommendation 6/3/15 Date

NORTH CAROLINA

BEAUFORT COUNTY

THIS AGREEMENT is made this ___ day of _____, 2015, by BEAUFORT COUNTY, a body politic and corporate (hereinafter called "County") and THE CITY OF WASHINGTON, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter called "City");

WITNESSETH:

WHEREAS, the County and the City agreed in 2006 to build and extend new forced main sewer lines connecting Carver Machine Works, located on Christian Service Camp Road outside the City limits of Washington, to the City's existing gravity sewer manhole located near the intersection of Brick Kiln Road and Whootentown Road; and from the City's existing Pennsylvania and Havens pump station to the City's existing 5th and Respass pump station; and

WHEREAS, based upon projected increased employment numbers at Carver Machine Works, the County applied for and was awarded grants to construct the sewer line down River Road with funding from CDBG (\$850,000), the Rural Center (\$500,000), NC IDF (\$250,000) and Beaufort County local funding (\$250,000); and

WHEREAS, the City applied for and was awarded a grant from the Division of Community Assistance (\$500,000), and the City provided local funding (\$40,000), for other needed upgrades to the City's existing sewer infrastructure to accomplish this project; and

WHEREAS, it was agreed between the parties hereto that the project provided a public good by extending a sewer line in an area which needed sewer service and allowed for the potential of future sewer expansion down River Road; and

WHEREAS, the City jointly approved the project and the City had capacity to accept up to 100,000 GPD of waste water from the project; and

WHEREAS, the parties hereto agreed that these new sewer lines would be conveyed to, and operated by the City because the County has no sewer system; and

WHEREAS, the parties hereto have since agreed that, if a customer is allowed to connect to the new sewer line, the customer shall satisfy the City's then current fees, including impact, tap, and other fees associated with the connection, as well as the City's customary charges for regular sewer services; and

WHEREAS, the parties hereto have since agreed that, in addition to satisfying the above described fees and charges of the City, any customer allowed to connect to the new sewer line shall also pay to the County a fee of \$1,500.00 per residential or commercial structure until such time as the County has been reimbursed for its \$250,000.00 in local funding; and

WHEREAS, the City was obligated to reimburse the County \$111,141.61 for the City's share of certain reimbursements made by the County pursuant to the above described project as well as related grants and the City has reimbursed \$111,141.61 of said amount to the County; and

WHEREAS, the parties hereto have reached agreement on the issues as herein set forth and wish to document that agreement and obligate one another by the execution of this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits accruing to the parties, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The approximate 9,600 linear feet of forced main sewer line installed down River Road to the present Carver Machine Works and the approximate 6,200 linear feet of forced main sewer line installed between the City's existing Pennsylvania and Havens pump station to the City's existing 5th and Respass pump station are recognized as belonging to the City of Washington subject to those things hereinafter set out.

2. In conjunction with the above referenced project, the County obtained easements for the new sewer improvements. The County shall record in the Beaufort County Register of Deeds all easements obtained in conjunction with this project; provide the City with a copy of all such recorded easements; and enter, execute and deliver to the City an assignment of all such easements, which assignment the City will record in the Beaufort County Register of Deeds.

3. The County shall provide the City a copy of all title work, including but not limited to legal opinions of title and title insurance policies, for said easements and arrange for the County's attorney to consult with the City's attorney as may be necessary to review and/or finalize said title work.

4. The County will assist the City as may be necessary in obtaining any additional easements that are legally necessary for the new sewer lines and will indemnify the City for any costs and expenses the City incurs to perfect the title in the easements previously obtained and to secure any such additional easements.

5. The County will retain their existing water customers and acquire any new water customers within the River Road area of the new sewer line. The City will invoice customers on behalf of the County for any customers who currently exist in that area and are receiving County water and City sewer services. The County will provide to the City the water rate to be billed and will notify the City of any changes to the rate. The water revenue will be remitted on a monthly basis to the County after it is collected. The City will also be responsible for disconnecting water service for customers that fail to pay for usage of water or sewer, or fail to comply with City's Sewer Use Ordinance. For any customers who later receive sewer service by virtue of a connection to the new River Road sewer line, the City will collect from such customers for the City's then current fees, including impact, tap and other fees associated with the connection, the County's \$1,500.00 connection fee as described earlier in this agreement, the City's customary charges for regular sewer services, and the County's customary charges for regular water services. The County shall notify the City in writing whenever a

request is made to connect to the new River Road sewer line. Such notification shall include the contact information and connection address for the party making the request.

6. The City may establish sewer rates for the sewer services it provides to customers connected to the new River Road sewer line that, among other things, supports or funds the maintenance, recurring costs, and replacement associated with management of the new sewer lines and the related infrastructure and facilities that support the new sewer lines.

7. The City agrees that the County may pursue funding in the future that would allow for further extension of the new sewer line down River Road upon the following conditions:

- a) The County will first consult with City staff to confirm that the necessary capacity exists and that the City has the means with which to maintain any further extension; and
- b) Approval has been granted by both the City Council and the Board of County Commissioners for the extension; and
- c) Future extensions would require a separate contract to be approved by both the City and the County.
- d) Ownership of all utility easements associated with the installation of any new sewer lines will be transferred to the City by the County.

8. Any written notice required by this agreement, or communication sought to be given, shall be deemed sufficiently given when placed in the United States Mail, certified or registered, prepaid, addressed as follows:

If to County: Beaufort County Manager
112 West Second Street
Washington, NC 27889

If to City: Washington City Manager
P.O. Box 1988
102 West Second Street
Washington, NC 27889

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and sealed by their duly authorized representatives.

COUNTY OF BEAUFORT

By: _____
Chairman, Board of Commissioners

ATTEST:

Clerk to Board

CITY OF WASHINGTON

By: _____
Mayor

ATTEST:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: John Rodman, Community & Cultural Services
Date: June 1, 2015
Subject: Approve Resolution to adopt the Pamlico Sound Regional Hazard Mitigation Plan
Applicant Presentation: N/A
Staff Presentation: John Rodman, Community and Cultural Services

RECOMMENDATION:

I move that the City Council approve the Resolution adopting the Pamlico Sound Hazard Mitigation Plan Update as presented.

BACKGROUND AND FINDINGS:

Beaufort County received a request from North Carolina Emergency Management to participate in a regional hazard mitigation plan to include Beaufort, Craven, Carteret, and Pamlico Counties. Each municipality was asked to sign an agreement as the intent of the municipality to participate in the plan. FEMA covered all costs involved in the rewrite of the plan and provided funding to Craven County as the lead agency. No funds were required by the City of Washington. The Plan received preliminary approval from FEMA stating that all jurisdictions should proceed with adoption. A digital copy of the draft Regional Plan can be accessed via the project website at <http://www.pamlicosoundhmp.org>.

PREVIOUS LEGISLATIVE ACTION

Beaufort County Hazard Mitigation Plan adopted June 2011
City Council adopted agreement to participate in the Plan update August 2012
Held Public Hearing May 11, 2015

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

City Manager Review: 6/3/15 Date Concur but Recommend Denial _____
No Recommendation _____



Memorandum

To: All Municipalities Participating in the Pamlico Sound Regional HMP

From: Landin Holland, AICP, MPA, CZO, Senior Planner

Date: April 24, 2015

Subject: MANDATORY Adoption Procedures

The Pamlico Sound Regional Hazard Mitigation Plan (HMP) has received preliminary approval from the Federal Emergency Management Agency (FEMA) stating that all jurisdictions should proceed with adoption. A digital copy of the draft Regional HMP can be accessed via the project website at <http://www.pamlicosoundhmp.org>.

Adoption of the Regional HMP will require the scheduling of a public hearing and adoption of a resolution by your elected board. **NOTE: Failure to adopt the plan immediately could jeopardize your ability to secure emergency response funding in the event of a natural disaster.** A sample resolution is attached for your use. Please modify this draft resolution to comply with any necessary local requirements. The following steps should be carried out to ensure that the Regional HMP is certified by FEMA in an expedient manner:

- Schedule a public hearing for your **May or June meeting**, if possible. Provide your elected board members with the draft plan. **Once a public hearing date has been set, please forward the meeting date and time to Cindy Anderson via email at canderson@hcpplanning.com or by phone at 910/392-0060.**
- Arrange to publish a public hearing advertisement in a local newspaper of your choice. **The advertisement should be published at least ten days before the public hearing date.** In computing such period, the day of publication is not to be included, but the day of the hearing shall be included. A sample advertisement has been attached for your review and use.
- Hold the public hearing at the regularly scheduled meeting of your governing body on the scheduled date. Following the public hearing, the governing body should consider adopting the plan through approval of the attached resolution. If your governing body elects to table the adoption of the plan for any reason, please contact me immediately so that we may address any problems and/or concerns.
- Forward the executed adoption resolution to **Holland Consulting Planners, Inc., 3329 Wrightsville Avenue, Suite F, Wilmington, NC 28403, Attention: Cindy Anderson, *immediately* following the public hearing.**
- Secure an affidavit of publication for the public hearing notice from the newspaper and forward the affidavit of publication to **Holland Consulting Planners, Inc. (address provided above)** as soon as possible following the public hearing.

You may contact Cindy Anderson at 910/392-0060 if you have any questions or concerns regarding these instructions.



**RESOLUTION ADOPTING THE
PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN UPDATE**

WHEREAS, the citizens and property within Beaufort County are subject to the effects of natural hazards and man-made hazard events that pose threats to lives and cause damages to property, and with the knowledge and experience that certain areas, i.e., flood hazard areas, are particularly susceptible to flood hazard events; and

WHEREAS, the county desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Parts 3, 5, and 8 of Article 19 of Chapter 160A; and Article 8 of Chapter 160A of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has in Section 1 Part 166A of the North Carolina General Statutes (adopted in Session Law 2001-214 – Senate Bill 300 effective July 1, 2001), states in Item (a) (2) “For a state of disaster proclaimed pursuant to G.S. 166A- 6(a) after August 1, 2002, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act that is updated every five years”; and

WHEREAS, it is the intent of the Board of Commissioners of Beaufort County to fulfill this obligation in order that the county will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the county; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan and update it every five years in order to receive future Hazard Mitigation Grant Program Funds; and

WHEREAS, the City of Washington actively participated in the planning process of the Pamlico Sound Regional Hazard Mitigation Plan and has fulfilled all their part of the multi-jurisdictional planning elements required by FEMA;

NOW, THEREFORE, be it resolved that the City Council of the City of Washington hereby:

1. Adopts the Pamlico Sound Regional Hazard Mitigation Plan; and
2. Separately adopts the sections of the plan that are specific to the City of Washington; and
3. Vests the Flood Plain Manager with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
4. Appoints the Flood Plain Manager to assure that, in cooperation with Beaufort County, the Hazard Mitigation Plan is reviewed annually and in greater detail at least once every five years.
5. Agrees to take such other official action as may be reasonably necessary to carry out the strategies outlined within the 2015 Pamlico Sound Regional Hazard Mitigation Plan.

Adopted this _____ day of _____, 2015.

Jay MacDonald Hodges, Mayor
City of Washington

ATTEST: _____
Cynthia S. Bennett, City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: June 8, 2015
Subject: TDA Civic Center Lease and Management Agreement Renewal
Applicant Presentation: N/A
Staff Presentation: Brian Alligood, City Manager

RECOMMENDATION:

I move that City Council approve the attached "Lease and Management Agreement" between the Washington Tourism Development Authority (WTDA) and the City for lease and management of the Civic Center during the 2015-2016 fiscal year.

BACKGROUND AND FINDINGS:

The City of Washington currently has an agreement with the WTDA to lease and manage the Civic Center. That agreement expires on June 30, 2015. Attached is a proposed renewal of the lease and management agreement. The material aspects of the new agreement are the same as the previous agreement with the exception of the City allocation amount, which has been reduced by \$5,000.00 to \$40,000.00. The WTDA Board has reviewed and approved the new agreement.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Lease and Management Agreement.

City Manager Review: but Concur Recommend Denial No Recommendation 6/3/15 Date

**NORTH CAROLINA
BEAUFORT COUNTY**

THIS LEASE AND MANAGEMENT AGREEMENT (“Lease”) is made and entered into as of the 1st day of July, 2015 by and between the **CITY OF WASHINGTON**, a body politic and corporate, existing under the laws of the State of North Carolina (“City”), and the **CITY OF WASHINGTON TOURISM DEVELOPMENT AUTHORITY**, a Public Authority under the Local Government Budget & Fiscal Control Act (“TDA”), (collectively may be referred to as the “Parties”).

WITNESSETH

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

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

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

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

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

WHEREAS, for the last nine (9) years the Parties have been party to Lease and Management Agreements, the most recent of which expires on June 30, 2015.

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

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

described in Exhibit A attached hereto. Except as specifically provided for herein, the City reserves unto itself, the Pamlico-Tar River Foundation ("PTRF"), and the public generally the right to use the parking areas and driveways adjoining the Civic Center building. Notwithstanding the foregoing, the TDA shall have the right to reserve the parking spots located to the North of the Peterson Building for specific periods of time as may be necessary in conjunction with specific Civic Center events after appropriate consultation and notice to any parties potentially affected thereby, including the City.

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

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

1. **TERM.** The term of this Lease shall be for a period of one (1) year and will begin as of the 1st day of July, 2015 and shall end at 12:00 o'clock midnight on the 30th day of June, 2016, subject to the provisions herein.
 - a. **EXTENSION.** The TDA shall give notice at least six (6) months prior to the expiration hereof if it desires to continue this Lease. If the TDA gives the City notice of its desire to extend this Lease, the Parties shall renegotiate the same in good faith.
2. **RENT.** As consideration for the leasehold interest granted herein for this term, the TDA agrees to be responsible for all management and operations of the Civic Center, including supervision of all Civic Center staff as hereinafter defined.
3. **ALLOCATION BY THE CITY.** The City agrees to allocate \$40,000.00 as part of this Lease to assist in the operation of the Civic Center and, to that end, agrees to pay the TDA the sum of \$3,333.33 per month on or before the 10th of each month beginning as of the 10th day of July, 2015. During the City's budget process, TDA may make specific requests to address maintenance items other than those described in Section 13. Within its recognized budget constraints, the City will use its best efforts to provide funding to address such maintenance items.
4. **CIVIC CENTER STAFF.** The employment of the TDA Director and Civic Center staff, including the specifics of all relevant employment terms and relationships, shall be governed by an Interlocal Agreement entered into between the Parties, which Interlocal Agreement is, or shall be, incorporated herein by reference as if fully set forth.

5. **PAMLICO-TAR RIVER FOUNDATION LEASE.** The present lease between the City and PTRF of the first floor entrance dedicated to PTRF, the stairway dedicated to PTRF, and the second story of that portion of the building commonly known as the Old Depot shall remain a direct lease between those entities and the TDA shall have no responsibility for the operation, maintenance, or liability associated with those premises so leased or any activities conducted thereon. The City may continue such lease as well as renew the same for so long as the City desires. However, in the event the lease between the City and PTRF is terminated and not renewed, then, in that event, the TDA shall have the right of first refusal to include such space within the property leased hereunder, unless the City decides to use this space for City purposes.
6. **DEFAULT.**
- a. The occurrence of one or more of the following events (hereinafter called “Events of Default”) shall constitute a default by the TDA:
 - i. Failure to perform any provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to the TDA and
 - ii. Dissolution of the TDA.
 - b. The occurrence of one or more of the following events of default shall constitute a default by the City:
 - i. Failure to perform any provision of this Lease if the failure to perform is not cured within ten (10) days after written notice thereof has been given to the City.
7. **REMEDIES UPON DEFAULT.**
- a. The City shall have the absolute right upon default by the TDA to enter the Premises without notice to vacate (any such right to which is hereby waived by the TDA) and re-let them, changing any and all locks on the Premises, all without being liable for forcible entry, trespass, or other tort.
 - b. The TDA shall have the absolute right upon default by the City to vacate the Premises, return all keys to the City and have no further obligation to manage and operate the Civic Center.
 - c. In the event either party shall exercise the above described remedies upon default, the TDA shall promptly deliver any and all of the TDA records, including bookings, necessary for the City to continue the management and operation of the Civic Center.
8. **WAIVER.** No course of dealing or any delay on the part of either party in exercising any rights it may have under this Lease shall operate as a waiver of any of its rights hereunder nor shall any waiver of any prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

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

this Lease. The TDA shall not use or permit in the Premises any electrical device which, in the opinion of the electrical provider, will overload the building's electrical circuits.

a. TDA shall reach an agreement with PTRF through which PTRF will contribute, or reimburse TDA for PTRF's share of utilities for so long as PTRF leases the second story of the Old Depot from the City. The City will include a similar contractual obligation in its lease with PTRF for the above reference premises leased by the City to PTRF.

15. **ALTERATIONS.** Other than routine improvements, repair and maintenance necessary to address ordinary, daily wear and tear, the TDA shall make no alterations, additions or improvements to the Premises without the prior written consent of the City. All alterations, additions and improvements made by, for or at the direction of the TDA shall become the property of the City and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease without compensation therefor and as further consideration for this Lease. The TDA shall promptly pay and discharge any and all licenses, imposts, liens or other charges arising out of or in connection with the performance of any act required of or permitted the TDA hereunder and shall keep the Premises free and clear from any and all such liens or charges.

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

16. **CITY'S RIGHT OF ENTRY.** The City Manager or his designee shall have the right to enter and to grant licenses to others to enter the Premises for such lengths of time as the City shall deem reasonable a) to inspect the Premises; b) to exhibit the Premises to prospective tenants or purchasers of the Premises; c) after reasonable notice to the TDA, to make alterations, additions, improvements and repairs to the Premises or to the building and to store necessary materials, tools and equipment for such alterations or repairs; d) after reasonable notice to the TDA, for any purpose which the City shall deem necessary for the operation and maintenance of the Premises, including building, and the general welfare and comfort of its tenants; e) after reasonable notice to the TDA, for the purpose of removing from the Premises any placards, signs, fixtures, alterations or additions not permitted by this Lease or applicable regulation; and f) after reasonable notice to the TDA, to abate any condition which constitutes a violation of any covenant or condition of this Lease.

17. **USAGE BY AND RATE FOR THE CITY.** The TDA agrees to allow any appropriate individual, group, or entity of the City to use the Premises as long as the same is not already reserved. Any such use by the City or its affiliates shall be

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

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

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

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

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

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

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

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

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

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

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

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

With copy to:

William P. Mayo, Jr.
Mayo & Mayo
102 W. 2nd St.
Washington, NC 27889

As to the City:

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

With copy to:

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

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

(Signatures On Following Page)

IN WITNESS WHEREOF, the TDA has caused this Lease to be signed by its Chairperson and the City has caused this Lease to be signed by its Mayor by authority duly given as of the day and year first written above.

PRE-AUDIT CERTIFICATE
CITY OF WASHINGTON

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

Matt Rauschenbach, Chief Financial Officer
City of Washington

PRE-AUDIT CERTIFICATE
WASHINGTON TOURISM DEVELOPMENT AUTHORITY

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

Fred Watkins, III
Treasurer

ATTEST:

CITY OF WASHINGTON

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

By: _____ (SEAL)
Jay MacDonald Hodges, Mayor

**WASHINGTON TOURISM
DEVELOPMENT AUTHORITY**

By: _____ (SEAL)
Jackie Woolard, Chairperson

**NORTH CAROLINA
BEAUFORT COUNTY**

The undersigned, a Notary Public of the County and State aforesaid, hereby certifies that JACKIE WOOLARD personally appeared before me this day, and being duly sworn by me, acknowledged that she is Chairperson of the WASHINGTON TOURISM DEVELOPMENT AUTHORITY, and that by authority duly given and as the act of the Board the foregoing instrument was signed by her.

Witness my hand and notary seal this _____ day of _____ 2015.

Notary Public
My Commission expires: _____

**NORTH CAROLINA
BEAUFORT COUNTY**

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

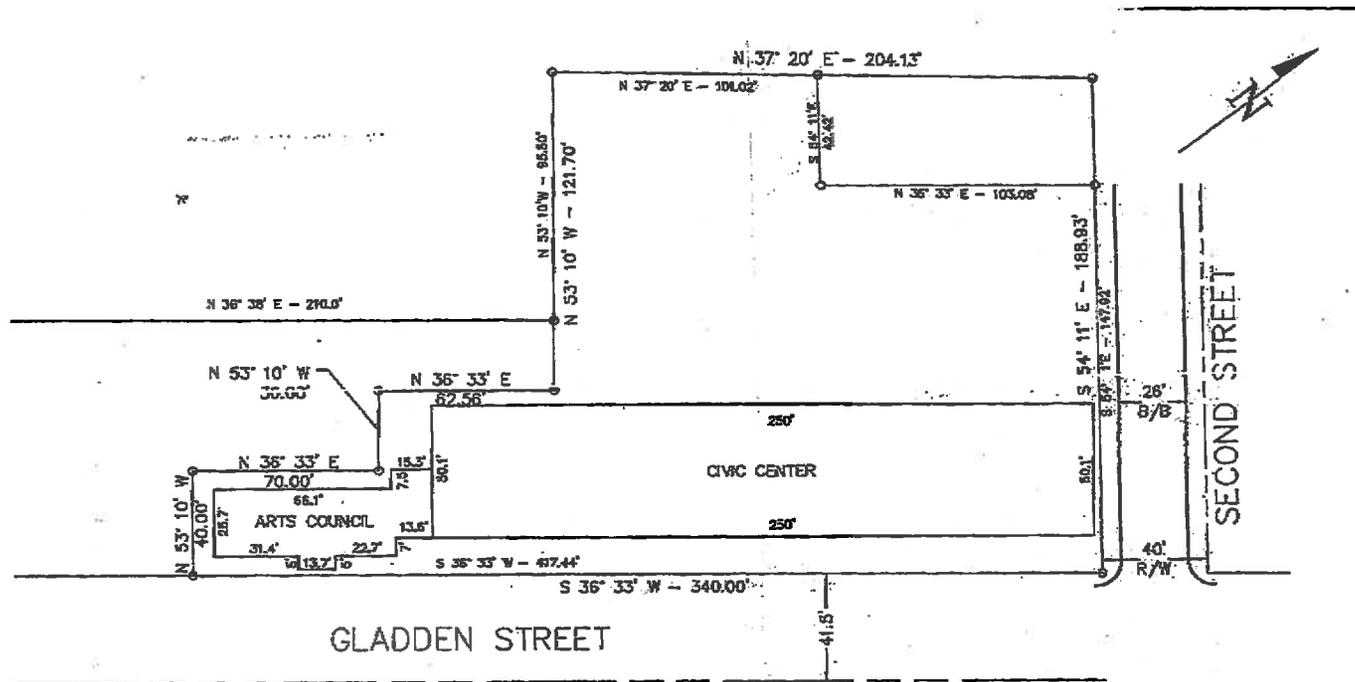
Witness my hand and notary seal this _____ day of _____ 2015.

Notary Public
My Commission expires: _____

EXHIBIT "A"

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

SAVING AND EXCEPTING, HOWEVER, that portion of the above described property leased to PTRF, including the existing PTRF dedicated first floor entrance, the existing PTRF dedicated stairway, and the second floor of a portion of the premises commonly known as Old Depot as depicted on the attached map as "Arts Council".



CIVIC CENTER SITE PLAN	
SCALE 1"=50'	CITY WASHINGTON
DATE 7/17/05	COUNTY BEAUFORT
CITY OF WASHINGTON PUBLIC WORKS DEPARTMENT 102 E. 2ND ST., WASHINGTON, N.C. 27889	



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, C.F.O./Administrative Services Director
Date: June 8, 2015
Subject: Adopt Budget Ordinance for Fiscal Year 2015-2016, Set Ad Valorem Tax Rate and User Fee Schedule
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt the Budget Ordinance for Fiscal Year 2015-2016, set the 2015 Ad valorem Tax rate at \$0.50 per \$100.00 value with \$.01926 designated for the Public Safety Capital Reserve, and set the user fee schedule included in the appendix of the budget.

BACKGROUND AND FINDINGS:

Attached is the Budget Ordinance for Fiscal Year 2015-2016, totaling \$61,480,294. This ordinance appropriates the following amounts in the funds listed for operational expenses during the fiscal year:

General Fund	\$14,500,648
Water Fund	3,103,417
Sewer Fund	3,145,497
Storm Water Management Fund	756,665
Electric Fund	36,974,158
Airport Fund	507,961
Solid Waste Fund	1,300,300
Cemetery Fund	344,028
Library Trust Fund	600
Cemetery Trust Fund	2,000
Public Safety Capital Reserve Fund	166,970
Economic Development Capital Reserve Fund	177,050
Water Capital Reserve Fund	0
Sewer Capital Reserve Fund	0
Facade Fund	20,000
Internal Service Fund	94,000
Vehicle Replacement Fund	<u>387,000</u>
Grand Total	\$61,480,294

PREVIOUS LEGISLATIVE ACTION

Budget workshop discussions

FISCAL IMPACT

 Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Annual budget
Budget Ordinance

City Manager Review: *Concur* Recommend Denial No Recommendation
 6/3/15 Date

CITY OF WASHINGTON, NORTH CAROLINA
BUDGET ORDINANCE FOR FISCAL YEAR 2015-2016

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

Section 1. The following amounts are hereby appropriated for the operation of the City of Washington government and its activities for the fiscal year beginning July 1, 2015, and ending June 30, 2016, according to the following schedules:

Schedule A. General Fund

General Government	
City Council	62,403
Mayor	14,005
City Manager	323,689
TDA Director	
	114,538
Human Resources	329,254
Finance	582,232
Purchasing	218,215
Information Systems	318,407
Billing	165,837
Customer Services	642,806
Planning/Zoning	329,148
Code Enforcement	299,855
Legal	145,000
Economic Development	177,050
Miscellaneous	724,870
Debt Service	253,416
Contingency	0
Public Safety	
Police	2,955,828
E-911 Communication	357,727
Fire	755,382
Emergency Medical Services	1,896,017
Public Works	
Administration	76,910
Municipal Building	164,883
Equipment Services	133,207
Street Maintenance	527,908
Powell Bill	254,801
Street Lighting	153,000
Storm Water Improvements	305,840
Buildings & Grounds	578,760

Cultural and Leisure	
Brown Library	421,691
Recreation Administration	151,413
Recreation Events & Facilities	229,542
Senior Programs	209,482
Waterfront Docks	110,494
Civic Center	121,962
Aquatic Center	333,051
Outside Agencies	<u>62,025</u>
Total General Fund Appropriations	\$14,500,648

Schedule B. Water Fund

Debt Services	0
Miscellaneous	899,693
Administration	126,014
Water Meter Services	225,728
Water Treatment	1,422,725
Water Distribution Maintenance	287,597
Water Distribution Construction	131,660
Contingency	<u>10,000</u>
Total Water Fund Appropriations	3,103,417

Schedule C. Sewer Fund

Debt Service	200,401
Miscellaneous	777,109
Administration	113,182
Wastewater Collection Maintenance	271,157
Wastewater Collection Construction	224,689
Wastewater Treatment	1,189,345
Wastewater Stations	369,614
Contingency	<u>0</u>
Total Sewer Fund Appropriations	3,145,497

Schedule D. Storm Water Management Fund

Debt Service	500,751
Operations	249,814

Nutrient Control	6,100
Contingency	<u>0</u>
Total Storm Water Management Fund Appropriations	756,665

Schedule E. Electric Fund

Debt Service	283,880
Miscellaneous	2,732,141
Administration	373,685
Utility Communications	271,065
Electric Meter Services	641,021
Purchase Power	27,792,348
Substation Maintenance	443,224
Load Management	708,150
Power Line Maintenance	1,506,872
Power Line Construction	2,095,056
Contingency	<u>126,716</u>
Total Electric Fund Appropriations	36,974,158

Schedule F. Airport Fund

Operational Expenses	507,961
Contingency	<u>0</u>
Total Airport Fund Appropriations	507,961

Schedule G. Solid Waste Fund

Debt Service	17,895
Solid Waste Operations	1,273,668
Contingency	<u>8,737</u>
Total Solid Waste Fund Appropriations	1,300,300

Schedule H. Cemetery Fund

Debt Service	7,367
Operational Expenses	336,661
Contingency	<u>0</u>
Total Cemetery Fund Appropriations	344,028

Schedule I. Library Trust Fund

Administration Charges to General Fund for Library Operations	<u>600</u>
Total Library Trust Fund Appropriations	600

Schedule J. Cemetery Trust Fund

Administration Charges to Cemetery Fund for Operations	<u>2,000</u>
Total Cemetery Trust Fund Appropriations	2,000

Schedule K. Public Safety Capital Reserve Fund

Transfer to General Fund	<u>166,970</u>
Total Public Safety Capital Reserve Fund Appropriations	166,970

Schedule L. Economic Development/Capital Reserve Fund

Transfer to General Fund	177,050
Contingency	<u>0</u>
Total Economic Development/Capital Reserve Fund Appropriations	177,050

Schedule M. Water Capital Reserve Fund

Transfer to Water Fund	<u>0</u>
Total Water Capital Reserve Fund Appropriations	0

Schedule N. Sewer Capital Reserve Fund

Transfer to Sewer Fund	<u>0</u>
Total Sewer Capital Reserve Fund Appropriations	0

Schedule O. Facade Fund

Economic Development-Facade Grant	<u>20,000</u>
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Total Facade Fund Appropriations	20,000
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Schedule P. Internal Service Fund

Worker's Compensation Claim Payments	<u>94,000</u>
Total Internal Service Fund Appropriations	94,000

Schedule Q. Vehicle Replacement Fund

Vehicle Replacement Fund	<u>387,000</u>
Total Vehicle Replacement Fund	387,000

Total Appropriations for all Funds	\$61,480,294
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Section 2. It is estimated that the following revenue will be available during the year beginning July 1, 2015, and ending June 30, 2016, to meet the foregoing appropriations according to the following schedule:

Schedule A. General Fund

Ad Valorem Taxes	4,363,809
Other Taxes & Licenses	2,561,277
Unrestricted Intergovernmental Revenue	1,911,879
Restricted Intergovernmental Revenue	729,535
Permits & Fees	68,070
Sales and Services	904,842
Investment Earnings	36,000
Miscellaneous	21,101
Transfers From	1,110,796
Administrative Charges	2,435,057
Long Term Debt Issued	0
Fund Balance Appropriated	<u>358,282</u>
Total General Fund Revenues	14,500,648

Schedule B. Water Fund

Water Charges	76,960
Sales and Services	3,000,000
Interest Earnings	8,000

Miscellaneous	1,000
Installment Note Proceeds	0
Rents	17,457
Transfer from Water Capital Reserve	0
Fund Balance Appropriated	0
Total Water Fund Revenues	<u>3,103,417</u>

Schedule C. Sewer Fund

Wastewater Charges	27,500
Sales and Services	3,030,000
Interest Earnings	10,000
Assessments	7,181
Loan Proceeds	0
Fund Balance Appropriated	70,816
Total Sewer Fund Revenues	<u>3,145,497</u>

Schedule D. Storm Water Management Fund

Interest Earnings	1,500
Storm Water Charges	560,000
Interest Rebates (RZEDB)	75,337
Other Fees	9,500
Fund Balance Appropriated	110,328
Total Storm Water Management Fund Revenues	<u>756,665</u>

Schedule E. Electric Fund

Electric Charges	35,640,101
Sales and Services	484,595
Interest Earnings	25,000
Miscellaneous	78,000
Installment Note Proceeds	527,500
Administration Charges From Other Funds:	
Water	162,095
Sewer	56,867
Total Electric Fund Revenues	<u>36,974,158</u>

Schedule F. Airport Fund

Rentals	60,300
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Sales & Services	184,905
Interest	400
Grants	150,000
Transfer from General Fund:	
General Fund	0
Fund Balance Appropriated	<u>112,356</u>
Total Airport Fund Revenues	507,961

Schedule G. Solid Waste Fund

Interest Earnings	800
Solid Waste Tax	5,500
Fees	1,294,000
Fund Balance Appropriated	<u>0</u>
Total Solid Waste Fund Revenues	1,300,300

Schedule H. Cemetery Fund

Interest Earnings	150
Sales & Services	206,000
Transfer from G/F	0
Adm. Charges from Cemetery Trust	2,000
Fund Balance Appropriated	<u>135,878</u>
Total Cemetery Fund Revenues	344,028

Schedule I. Library Trust Fund

Interest Earnings	<u>600</u>
Total Library Trust Fund Revenues	600

Schedule J. Cemetery Trust Fund

Interest Earnings	<u>2,000</u>
Total Cemetery Trust Fund Revenues	2,000

Schedule K. Public Safety Capital Reserve Fund

Transfer From General Fund	166,970
Fund Balance Appropriated	<u>0</u>
Total Public Safety Capital Reserve Fund Revenues	166,970

Schedule L. Economic Development /Capital Reserve Fund

Payments From Other Funds	<u>177,050</u>
Total Economic Development/Capital Reserve Fund Revenues	177,050

Schedule M. Water Capital Reserve Fund

Impact Fees	0
Interest Earnings	0
Fund Balance Appropriated	<u>0</u>
Total Water Capital Reserve Fund Revenues	0

Schedule N. Sewer Capital Reserve Fund

Impact Fees	0
Interest Earnings	0
Fund Balance Appropriated	<u>0</u>
Total Sewer Capital Reserve Fund Revenues	0

Schedule O. Façade Fund

Transfer from G/F	<u>20,000</u>
Total Façade Fund Revenues	20,000

Schedule P. Internal Service Fund

Payments from Funds	94,000
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Fund Balance Appropriated	<u>0</u>
Total Internal Service Fund Revenues	94,000

Schedule Q. Vehicle Replacement Fund

Payments from Funds	387,000
Fund Balance Appropriated	<u>0</u>
Total Internal Service Fund Revenues	387,000

Total Estimated Revenues for all Funds	\$61,480,294
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Section 3. There is hereby levied the following rate of tax on each one hundred dollars (\$100.00) valuation of estimated taxable property listed for taxes as of January 1, 2015, for the purpose of raising the revenues from property taxes, as set forth in the foregoing estimates, and in order to finance the foregoing appropriations:

General Fund
 Total Rate per \$100 of
 Valuation of Taxable Property .50

Such rate of tax is based on an estimated total assessed valuation of property tax for the purpose of taxation of \$866,907,150 with an estimated rate of collections of ninety-five percent (95%).

Section 4. Some estimates of revenue other than the property tax exceed the amount actually realized in cash from each source in the preceding fiscal year, but the facts warrant the expectations that in each case the estimated amount will actually be realized in cash during the budget year.

Section 5. Appropriations are authorized by department totals. The Finance Officer is authorized to reallocate departmental appropriations among various line item objects of expenditures and revenues as necessary during the budget year. The City Manager is authorized to reallocate appropriations among the various departmental totals of expenditures within the General Fund, Water Fund, Sewer Fund, Electric Fund, Storm Water Management Fund, Airport Fund, Solid Waste Fund, and Cemetery Fund as allowed by North Carolina General Statute 159-15. Any such transfers between departments shall be reported to the City Council at its next regular meeting following the transfer and shall be entered into the official minutes of the City of Washington.

Section 6. Copies of this ordinance shall be filed with the Finance Director of the City of Washington, to be kept on file by him for his direction in the disbursement of City funds.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall become effective July 1, 2015.

Adopted this the 8th day of June, 2015.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: June 8, 2015
Subject: Play Together Construction Grant for Accessible Playgrounds
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

The purpose of this Council Action is to allow the Parks and Recreation Department to apply for the Play Together Construction Grant for Accessible Playgrounds. We will be applying for an accessible playground at Havens Gardens. The amount of the grant will not be determined until all applications are turned in. The funding will be applied to the construction of accessible playgrounds and playground equipment for up to 8 parks of various sizes depending on the population.

The application is due on July 31, 2015. Grantees will be notified of award by August 31, 2015.

BACKGROUND AND FINDINGS:

East Carolina Behavioral Health (ECBH) has announced that City and/or County Recreation and Park Departments from 19 counties, including Beaufort, are eligible to apply for the Play Together Construction Grant for Accessible Playgrounds. Accessible Playgrounds are fully functional and accessible to individuals with special needs and individuals in wheelchairs. The funding will be applied to the construction of accessible playgrounds and playground equipment for up to 8 parks of various sizes depending on the population.

To be considered, applicants must meet the following qualifications:

1. The playground will have to be on City or County owned land
2. The playgrounds will be maintained by current city or county maintenance staff
3. Ability to start construction within six months of the approval notification
4. If the request is only for a piece of equipment such as a wheelchair swing then the swing must be located in a county or city owned public park.

Grants cannot be used to fund playgrounds on school property. The playgrounds must be open to the public.

There is no match associated with this grant. If awarded this grant would complement the current Havens Gardens redevelopment.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Play Together Construction Grant Application.

City Manager Review: 6/3/15 Date Concur SLD Recommend Denial _____ No Recommendation _____



East Carolina Behavioral Health is offering construction grants to be used toward the purchase of inclusive playgrounds and/or playground equipment.

Applicant must complete and submit the following information.

If additional sheets/information are required or needed, please attach to the application when submitted.

1) Please check which project grant you will be applying for.

We propose to build an inclusive playground.

We propose to add universally inclusive equipment to existing playground(s).

2) Provide information about the location identified that is suitable for construction. Submit permission from the local governing authority in the form of a **signed resolution**.

3) Complete the following statement:

I/We, _____ of _____ agree to work willingly with the vendor selected by East Carolina Behavioral Health in the building process of the playground.

4) Provide an explanation or list of the staff resources you will designate to the project to ensure its completion within 12 months of the awarding of the grant. Attach additional sheet as needed.

5) Complete the following statements:

I/We, _____ of _____ agree to provide the ongoing upkeep of the inclusive playground beyond the initial start-up funding to assure the playground is a safe environment for participants.

I/We, _____ of _____ agree that the playground will be open to the public the same operating hours of all other playgrounds in the area.

6) Submit **letters of support** with your application for the accessible playground project from three (3) organizations that serve or support people with disabilities in the community.

I/We certify that this grant application and its attachments have been completed and submitted to East Carolina Behavioral Health with truthful and accurate information.

SUBMITTED BY: _____ DATE _____

If you have questions about the application process, please email acorbitt@ecbhlme.org with "Play Together Construction Grants" in the subject line.

Please submit completed Application Form and all requested attachments by July 31, 2015 to acorbitt@ecbhlme.org with "Play Together Construction Grants" in the subject line.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: June 8, 2015
Subject: Chamber of Commerce Easement Request
Applicant Presentation: N/A
Staff Presentation: Brian Alligood, City Manager

RECOMMENDATION:

I move that the City Council approve and authorize the Mayor to sign the attached Deed of Easement and Easement Agreement between the City and the Greater Washington Chamber of Commerce, Inc. needed for the additions to its building.

BACKGROUND AND FINDINGS:

The Chamber of Commerce is proposing to construct a deck at the rear of its building. These improvements will encroach upon portions of City owned property at the rear of the building where the deck is to be constructed and at the front of the building where the handicap ramp will be constructed. The attached deed of easement and easement agreement is required for the project to be completed. The agreement was drafted by the City Attorney in consultation with the Chamber's attorney. Also attached is a survey showing the areas of easement and a copy of the construction documents. The Historic Preservation Commission has reviewed the proposal and has no objections.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Deed of Easement and Easement Agreement, Survey and Construction Documents.

City Manager Review: Concur Concur Recommend Denial No Recommendation 6/3/15 Date

**PREPARED BY and RETURN TO:
RODMAN, HOLSCHER, PECK
& EDWARDS, P. A., Attorneys At Law
320 North Market St., P. O. Box 1747
Washington, NC 27889
Telephone: (252) 946-3122**

**NORTH CAROLINA
BEAUFORT COUNTY**

THIS DEED OF EASEMENT AND EASEMENT AGREEMENT (hereinafter referred to as "Easement Agreement") is made and entered into as of the ____ day of June, 2015, by and between the CITY OF WASHINGTON, a North Carolina municipal corporation ("CITY"), and the GREATER WASHINGTON CHAMBER OF COMMERCE, INC., a North Carolina corporation ("CHAMBER").

WITNESSETH

THAT WHEREAS, by virtue of that deed of dedication recorded in Deed Book 655, Page 589 of the Beaufort County Registry and that quitclaim deed recorded in Deed Book 1168, Page 478 of the Beaufort County Registry, the CITY is the owner of certain property located in the City of Washington, County of Beaufort, State of North Carolina labeled Stewart Parkway as shown on that map of Rivers and Associates, Inc. of record in Map Book 21, Page 44 of the Beaufort County Registry;

WHEREAS, by virtue of that deed recorded in Deed Book 654, Page 488 of the Beaufort County Registry and that quitclaim deed recorded in Deed Book 1168, Page 478 of the Beaufort

County Registry, the CITY is the owner of certain property located in the City of Washington, County of Beaufort, State of North Carolina, labeled Disposal Parcel #16 as shown on that map of Rivers and Associates, Inc. of record in Map Book 21, Page 50 of the Beaufort County Registry (the property described immediately above and the property described in the preceding paragraph are hereinafter collectively referred to as "City Property");

WHEREAS, CHAMBER received a deed from the CITY for that certain tract or parcel of land located in the City of Washington, County of Beaufort, State of North Carolina, more particularly described in Deed Book 837, Page 912, and more particularly shown and labeled as Metes & Bounds Area A1, B1, E1 & F1 on that certain map entitled "A Survey for: Greater Washington Chamber of Commerce, Inc." prepared by Sorrell Land Surveying, Inc. ("Sorrell") and recorded in Plat Cabinet ____, Slide ____ of the Beaufort County Registry ("Chamber Property");

WHEREAS, CHAMBER plans to construct certain improvements that will encroach upon portions of the above described and referred to City Property, which improvements are shown on that survey of Sorrell referred to above; and

WHEREAS, CHAMBER has requested that CITY convey to CHAMBER an easement for said encroachments and the CITY has agreed so to do, all subject to the terms, provisions and conditions stated herein and agreed to by the parties hereto.

NOW THEREFORE, subject to the terms, provisions, and conditions stated herein and agreed to by the parties hereto and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which consideration is hereby acknowledged by the parties, the CITY does hereby give, grant, and convey unto CHAMBER rights and easements of encroachment over and upon the above described and referred to City Property, which easements of encroachment are more particularly described as follows:

LYING AND BEING IN THE CITY OF WASHINGTON, COUNTY OF BEAUFORT, STATE OF NORTH CAROLINA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Those easements of encroachment labeled Ramp Encroachment, Deck Encroachment, and Step Encroachment as more particularly shown on that certain map entitled "A Survey for: Greater Washington Chamber of Commerce, Inc." prepared by Sorrell Land Surveying, Inc. recorded in Plat Cabinet ____, Slide ____ of the Beaufort County Registry. Reference is herein made to said map as well as survey and the same are incorporated herein by reference for a more complete and adequate description of said easements of encroachment.

TO HAVE AND TO HOLD the rights and easements of encroachment hereby granted and above described ("Easements") to CHAMBER subject to the following.

1) In the event that the Chamber Property is no longer owned or used by CHAMBER exclusively for purposes commonly associated with chambers of commerce or that the Easements are no longer used or maintained consistent herewith, then in those events, this Easement Agreement shall be null and void and of no force and effect and any rights and Easements obtained hereunder by CHAMBER shall revert to the CITY.

2) Such easements, rights of way and restrictions of record in the Beaufort County Registry.

3) CHAMBER shall comply with the following terms, provisions, conditions, covenants, and requirements entered into by and between the parties hereto, which terms, provisions, conditions, covenants, and requirements shall be covenants of this Easement Agreement and this conveyance, running with the land until such time as the same may terminate or be terminated as provided for herein.

(a) **Easements.** The Easements are as defined hereinabove.

(b) **Condition of Easements.** CHAMBER's taking possession of the Easements shall be conclusive evidence as against CHAMBER that CHAMBER has

accepted said Easements as is and that the CITY is under no duty to repair anything, furnish any services for, or otherwise improve in any way the Easements.

(c) **Assignment.** CHAMBER shall not assign the Easements.

(d) **Use of Easements.** CHAMBER shall use the Easements for the purposes specified herein and none other. The Easements described herein shall be used by CHAMBER only for the specific purposes described on said Sorrell survey and generally in furtherance of and consistent with the CHAMBER's use of the Chamber Property for general purposes commonly associated with chambers of commerce. CHAMBER shall not make any unlawful or offensive use of the Easements and agrees to keep the same in good maintenance and aesthetically pleasing appearance.

(e) **Care and Maintenance.** CITY shall not be responsible for any maintenance of the Easements and CHAMBER agrees, at CHAMBER's own expense as additional consideration for this Easement Agreement, to maintain the Easements in an attractive manner, including but not limited to keeping the deck, steps, ramp and other encroachments described on the Sorrell survey in an aesthetically pleasing appearance and in compliance with any and all ordinances of the City of Washington, including but not limited to zoning and public nuisance ordinances. CHAMBER shall pay for the repair of any and all damages to the Easements caused by CHAMBER, its agents, employees, invitees, and guests or any of them.

(f) **Improvements and Alterations.** The parties recognize that CHAMBER intends to make certain improvements and alterations to the Easements in order to use the Easements as herein provided. CHAMBER shall obtain any permit or other approval that may be required by the CITY for the same. Any alteration or improvement that is made by CHAMBER without written consent from the CITY or that is inconsistent, in the

CITY's sole discretion, with any permit or other approval obtained from the CITY shall constitute default hereunder. All such improvements and alterations made with CITY's consent shall be properly maintained by CHAMBER, in the CITY's sole discretion.

(g) **Inspections and Access.** CHAMBER does hereby agree that the CITY shall be allowed to inspect the Easements at any time. CHAMBER shall provide CITY with such reasonable access over and across the Chamber Property and Easements as may be necessary to enable and assist the CITY in the use, care, maintenance and improvement of the CITY's adjacent properties.

(h) **Insurance.** CHAMBER shall, at its expense, obtain and maintain the following insurance coverages for any period during which CHAMBER possesses the Easements.

i. Statutory Workers' Compensation Insurance in amounts required by law and, unless exempted by applicable law, Employer's Liability Insurance at a minimum of \$100,000.00 for bodily injury by accident each employee and \$100,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 bodily injury by disease.

ii. Commercial General Liability Insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

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

The Commercial General Liability and Liquor Liability Insurance policies shall list the

CITY as additional insured and provide that they are not subject to cancellation or reduction in coverage except after thirty (30) days following notice to the CITY.

CHAMBER shall deliver to the CITY certificates of insurance for all insurance policies required hereunder. The CHAMBER shall, within a reasonable period of time prior to the expiration of any such policy, furnish the CITY with certificates of insurance evidencing renewal thereof. The CITY may, in its sole discretion, require the CHAMBER to expand the form and/or increase the amounts of all such insurance.

(i) **Taxes and Assessments.** CHAMBER shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the Easements or any improvements or other property situated thereon, it being the mutual intention of the parties that the CITY shall not be required to pay any taxes on either real or personal property by reason of permitting CHAMBER to use the Easements as herein described. CHAMBER also agrees to indemnify the CITY against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

(j) **Release, Waiver of Claims and Indemnity.** CHAMBER shall occupy the Easements at CHAMBER's own risk. CHAMBER for itself, its invitees, customers, and guests and their respective joint venturers, partners, parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, shareholders, agents, accountants, attorneys, insurance carriers, sureties, representatives, consultants and advisors, both past and present, hereby shall unconditionally waive, release, hold free and harmless, indemnify and defend the CITY and its present and former employees, officials, and elected officials in both their respective individual and official capacities, agents, personal representatives, attorneys, insurers, heirs, successors and assigns, and each of

them, respectively, of, from, and for all and any manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, attorney's fees, compensation and all consequential, compensatory, general, special and/or punitive damages or liabilities, known or unknown, which may result directly or indirectly from or be in any way related to, connected with or growing out of this Easement Agreement, CHAMBER's possession, occupancy, as well as use of said Easements, including use by invitees, customers, and guests of CHAMBER. This provision shall survive the termination of this Easement Agreement and shall be in full force and effect beyond the termination of this Easement Agreement, however terminated.

(k) **Adherence to Regulations.** CHAMBER shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to CHAMBER, and CHAMBER's use of the Easements. Further, CHAMBER shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including but not limited to such rules and regulations regulating hazardous or similar substances or conditions, their storage or disposal. CHAMBER shall not intentionally or knowingly use the Easements for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. CHAMBER further agrees to indemnify and hold the CITY harmless for any and all damage of any kind arising from CHAMBER's failure to comply with the

forementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by CHAMBER.

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

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

(n) **Termination.** Upon any termination of this Easement Agreement, CHAMBER shall quit and surrender the Easements to the CITY. Within ninety (90) days of any such termination of this Easement Agreement, CHAMBER shall retain ownership of and shall remove any items of personal property and shall, upon notice from the CITY, remove any and all improvements and alterations described in such notice, including fixtures, made or placed on or about the Easements by CHAMBER and, consistent with such notice, return the Easements to its condition prior to any installation or placement of such item(s) or making of any such improvements or alterations thereon. Failure by the CHAMBER to perform the obligations contained in this lettered paragraph (n) within said ninety (90) day period shall entitle the CITY to remove and dispose of said personal property, improvements, and alterations, including fixtures, and recover all of its costs and expenses in doing so from CHAMBER. Upon any termination of this Easement Agreement, CHAMBER shall execute any document that may be necessary to

effectuate the reversion of legal title in the Easements to the City.

(o) **CHAMBER's Default.** Any default by CHAMBER in the performance of any of the promises, duties, or obligations herein agreed to by CHAMBER or imposed upon CHAMBER by law shall, at the CITY's option, constitute a material breach of this Easement Agreement, giving the CITY, in addition to all other rights and remedies as provided herein and provided by law, the right without notice or demand at the option of the CITY immediately to i) terminate this Easement Agreement; ii) acquire legal title to the Easements by reversion; and iii) collect from the CHAMBER any damages resulting from such breach, including the cost of repairing the Easements, returning the Easements to its original condition, and any reasonable attorney's fees incurred as a result of the breach. Upon any termination pursuant to this paragraph, the CITY may, without liability to anyone, remove any personal property, fixtures, or other improvements located on or about the Easements, whether belonging to the CHAMBER or otherwise, and dispose of the same as the CITY deems proper at CHAMBER's expense.

(p) **Survival of Terms.** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after any termination of this Easement Agreement, it shall survive any such termination of this Easement Agreement and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed. The parties expressly acknowledge that this survival of terms provision shall pertain to all applicable provisions of this Easement Agreement including but not limited to the provisions of this Easement Agreement which require CHAMBER to remove the personal property, fixtures and other improvements made or placed on or about the Easements by CHAMBER.

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

(r) **CHAMBER's Intent to be Bound.** By virtue of CHAMBER's signature below and the acceptance as well as recordation of this Easement Agreement, the CHAMBER agrees to be bound by and/or perform all of the terms, provisions, conditions, covenants, and requirements contained herein.

IN WITNESS WHEREOF, the CITY OF WASHINGTON, a municipal corporation, has caused this instrument to be executed in its name by its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed, all by proper authority duly given; and the GREATER WASHINGTON CHAMBER OF COMMERCE, INC., a North Carolina corporation, intending to be legally bound hereby, has caused this instrument to be executed all by proper corporate authority duly given this the day and year first above written.

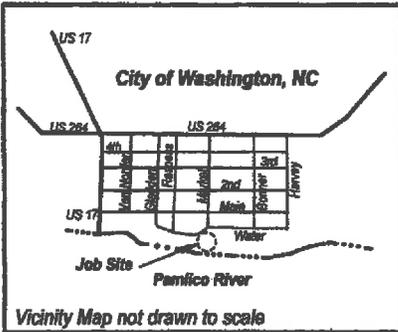
CITY OF WASHINGTON

By: _____ (SEAL)
Jay MacDonald Hodges, Mayor

ATTEST

By: _____ (SEAL)
Cynthia Bennett, City Clerk

(Affix Corporate Seal)



Vicinity Map not drawn to scale

Vicinity Map

Metes & Bounds of Area B1, C1, D1 & E1 depicted on a December 21, 1992 unrecorded survey by Hood Richardson, PLS

From	To	Bearing	Distance
B1	C1	N 80°52'32" W	15.00'
C1	D1	S 28°23'23" W	47.86'
D1	E1	S 52°02'43" E	15.23'
E1	B1	N 28°23'57" E	50.00'

This plat is subject to any facts that maybe disclosed by a full and accurate title search, as well as any R/W's, easements, zoning regulations and restrictive covenants of record not shown hereon.

Area computed by the Method of Coordinate Geometry

All distances are horizontal ground unless otherwise noted.

Special Notes

Metes & Bounds of Area A1, B1, E1 & F1 recorded in Deed Book 837 Page 912

From	To	Bearing	Distance
A1	B1	N 80°52'32" W	57.00'
E1	B1	N 28°23'57" E	50.00'
E1	F1	S 52°02'43" E	57.85'
F1	A1	N 28°20'55" E	59.88'

The Control Corner Coordinates are based upon a Traverse from NCGS Station "HARRIS".

N= 658,068.31

E= 2,578,138.54

NAD 83, 2001 adjustment
Combined Factor= 0.9998854

Control Corner

NC Grid

Coordinates

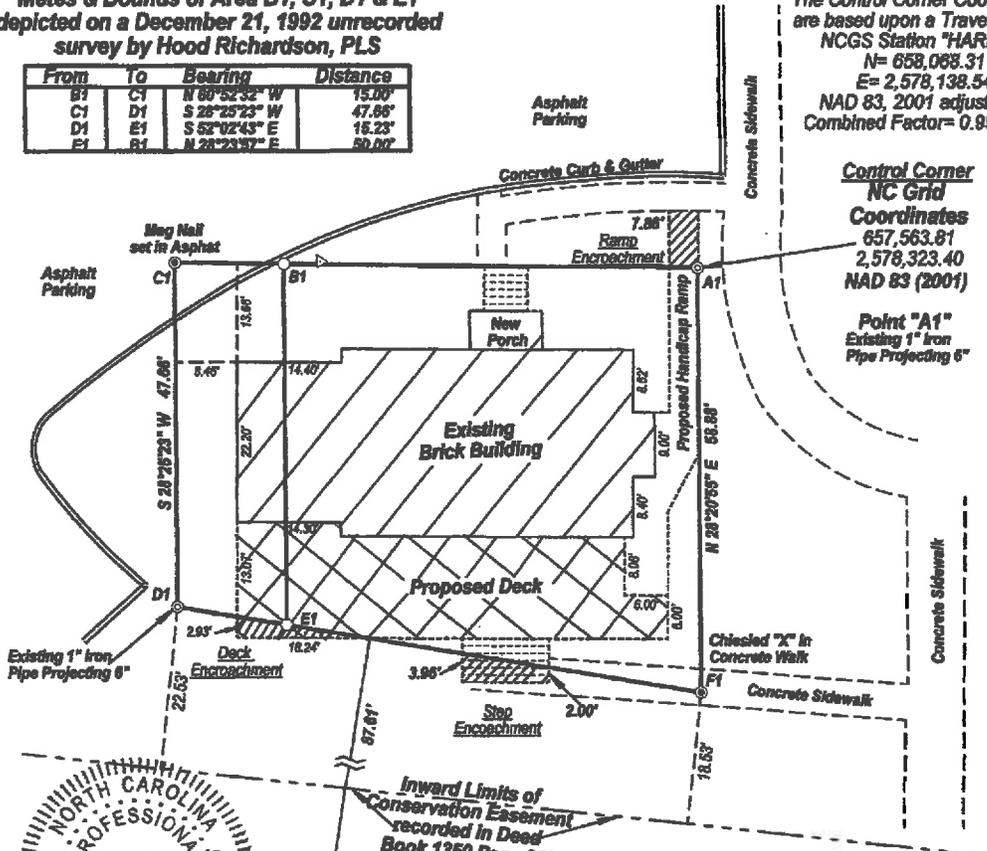
657,563.61

2,578,323.40

NAD 83 (2001)

Point "A1"

Existing 1" Iron Pipe Projecting 6"



This survey is of another category, such as the recombination of existing parcels, court-ordered survey, or other exception to the definition of subdivision.

Hugh A. Sorrell
Hugh A. Sorrell, Professional Land Surveyor L-2849

I, Hugh A. Sorrell, Certify that this plat was drawn under my supervision from an actual survey made under my supervision. That the boundary lines surveyed were obtained from Deed Book 837 Page 912. That the boundaries not surveyed are clearly indicated as drawn from other sources as described. That the ratio of precision is 1:100,000. That this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 66.1000) Witness my original signature, registration number, and seal.

This day of *April*, A.D. 2015
Hugh A. Sorrell
Hugh A. Sorrell, Professional Land Surveyor, L-2849

Legend

- = NPS (No Point Set)
- ⊙ = NIP (New Iron Pipe)
- ⊗ = EIP (Existing Iron Pipe)
- ⊙ = Mag Nail (Magnetic Survey Nail)
- = PP (Power Pole)

All NIP are 1" in diameter iron pipe
24" long
Units are Degrees Minutes & Seconds
and US Survey Foot

- = Line Surveyed
- - - = Line Not Surveyed

Map Revised
April 2, 2015
April 27, 2015
May 28, 2015

A Survey for:
Greater Washington Chamber of Commerce, Inc.

City of Washington
Scale 1" = 20'

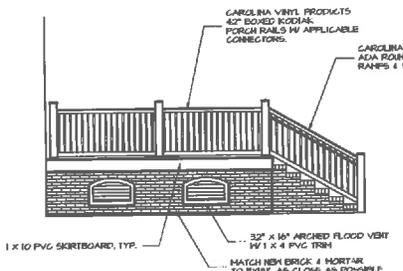
Beaufort County, NC
Surveyed April 1, 2015

Sorrell Land Surveying, Inc. C-3508

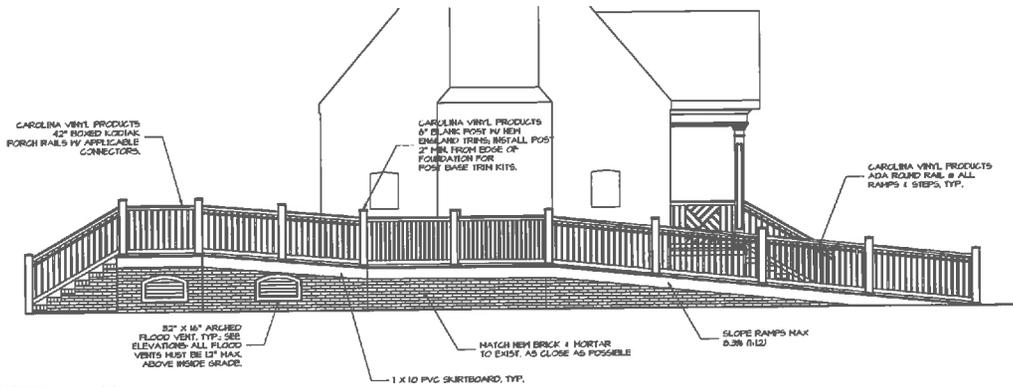
Hugh A. Sorrell, Professional Land Surveyor L-2849
416 College Ave. Washington, NC
Mapping HAS / SHS Phone 252-944-9798

File: 0415GCC01

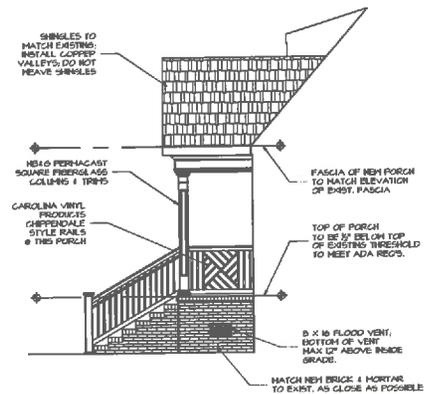




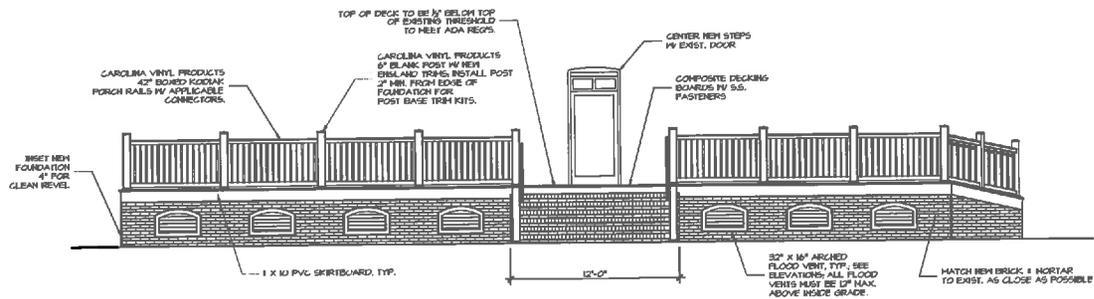
A WEST DECK ELEVATION
1/4" = 1'-0"



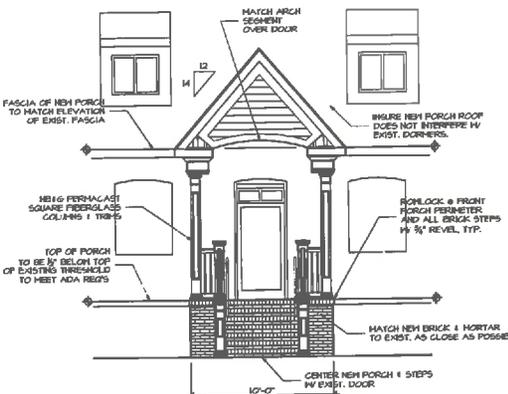
B EAST DECK ELEVATION
1/4" = 1'-0"



C WEST PORCH ELEVATION
1/4" = 1'-0"



D SOUTH DECK ELEVATION
1/4" = 1'-0"



E NORTH PORCH ELEVATION
1/4" = 1'-0"

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EXTERIOR ELEVATIONS
WASHINGTON-BEAUFORT CHAMBER OF COMM
102 STEWART PARKWAY
WASHINGTON, NC 27889

A.R. CHESSEON
CONSTRUCTION COMPANY, INC.
PO BOX 46-177X GREENAWAY SOUTH
PHONE: 252-482-2888
FAX: 252-482-2888
Web Address: archesson.com



Drawn: JEM
Project No.: 022
Year: 2015
Date: 1/27/2015
Scale: 1/4" = 1'-0"
Sheet of: 2.01

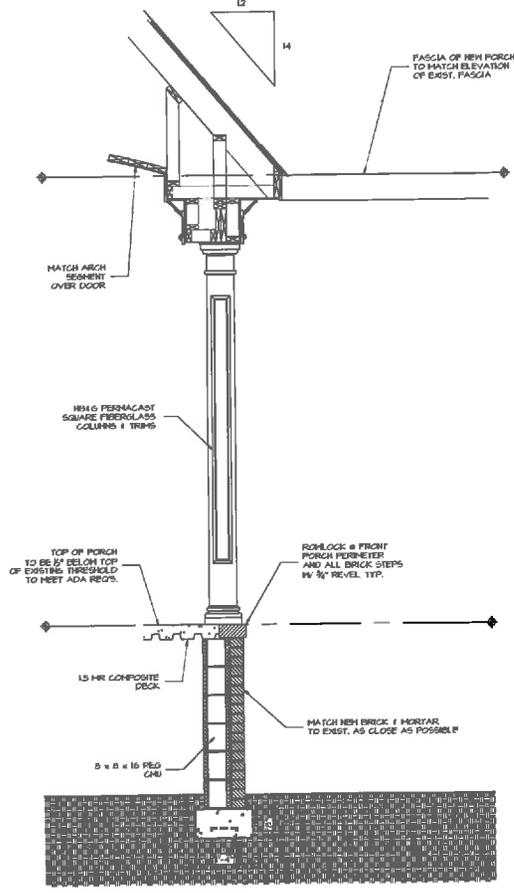
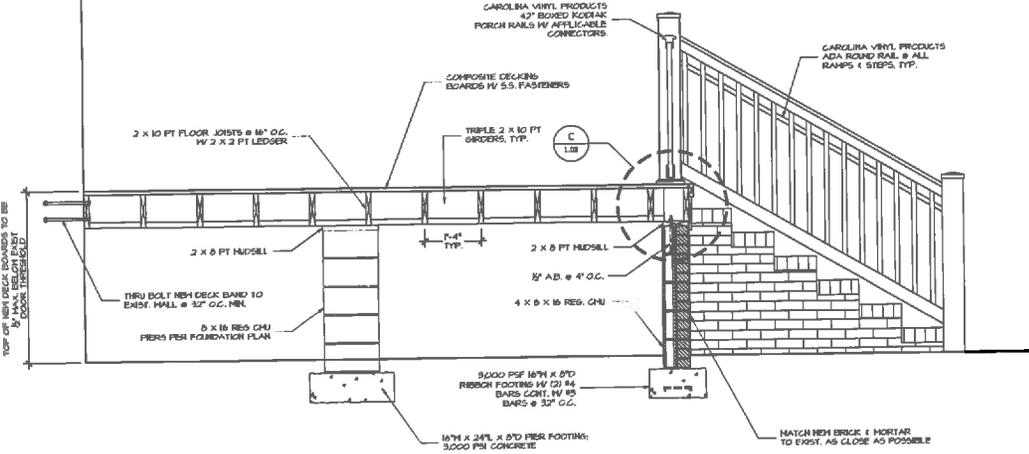
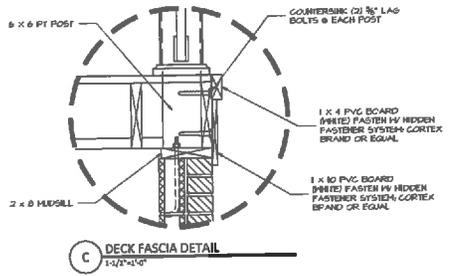
This drawing and the design shown are the property of A.R. Chesson Construction Company, Inc. and any reproduction or distribution of this drawing and/or design without our written or verbal permission is prohibited by law.

SECTIONS
WASHINGTON-BEAUFORT CHAMBER OF COMMERCE
102 STEWART PARKWAY
WASHINGTON, NC 27889

A.R. CHESSON
 CONSTRUCTION COMPANY, INC.
 PO BOX 44-1774 OCEAN HWY SOUTH
 EDENTON, NC 27832
 TEL: 252-492-5888
 FAX: 252-492-5889
 Web Address: archesson.com



Drawn: JZM
 Project No.: 132
 Date: 3/2/2015
 Scale: 3/4" = 1'-0"
 Sheet of 1.03





REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: June 8, 2015
Subject: Moss Landing Utility Easement Reduction Request
Applicant Presentation: N/A
Staff Presentation: Brian Alligood, City Manager

RECOMMENDATION:

I move that the City Council approve a request by Beacon Street Development Company, Inc., on behalf of Beacon Street Moss, LLC, to reduce the City’s existing stormwater utility easement along the south side of Water Street to five (5) feet from the centerline of the existing stormwater pipe.

BACKGROUND AND FINDINGS:

The City currently has a recorded stormwater easement along the south side of Water Street on property owned by Beacon Street Moss, LLC which is currently being developed as Moss Landing Harbor Homes. The existing easement varies from between approximately sixteen (16) feet to seventeen (17) feet from the property line as shown on the attached preliminary plat drawn by Mayo and Associates, P.A. dated 05-06-15. In order to allow construction of homes in this area that is keeping with the character of the historic district and the streetscape that has been established by the Moss Landing Harbor Homes development, Beacon is requesting that the City reduce its easement to five (5) feet from the centerline of the existing stormwater pipe on the south side of the pipe. Attached are copies of home layouts provided by Beacon showing the impact of the existing and proposed easements. The existing easement would allow the City to lay back the south trench slope if work needed to be done on the pipe. The requested easement change would require the City to use a trench box when working on the pipe due to the reduced easement width. More than likely a trench box would be required anyway in this area due to the proximity of the curb and road on the north side and in general a trench box is required in other areas of the historic district due to width restrictions.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

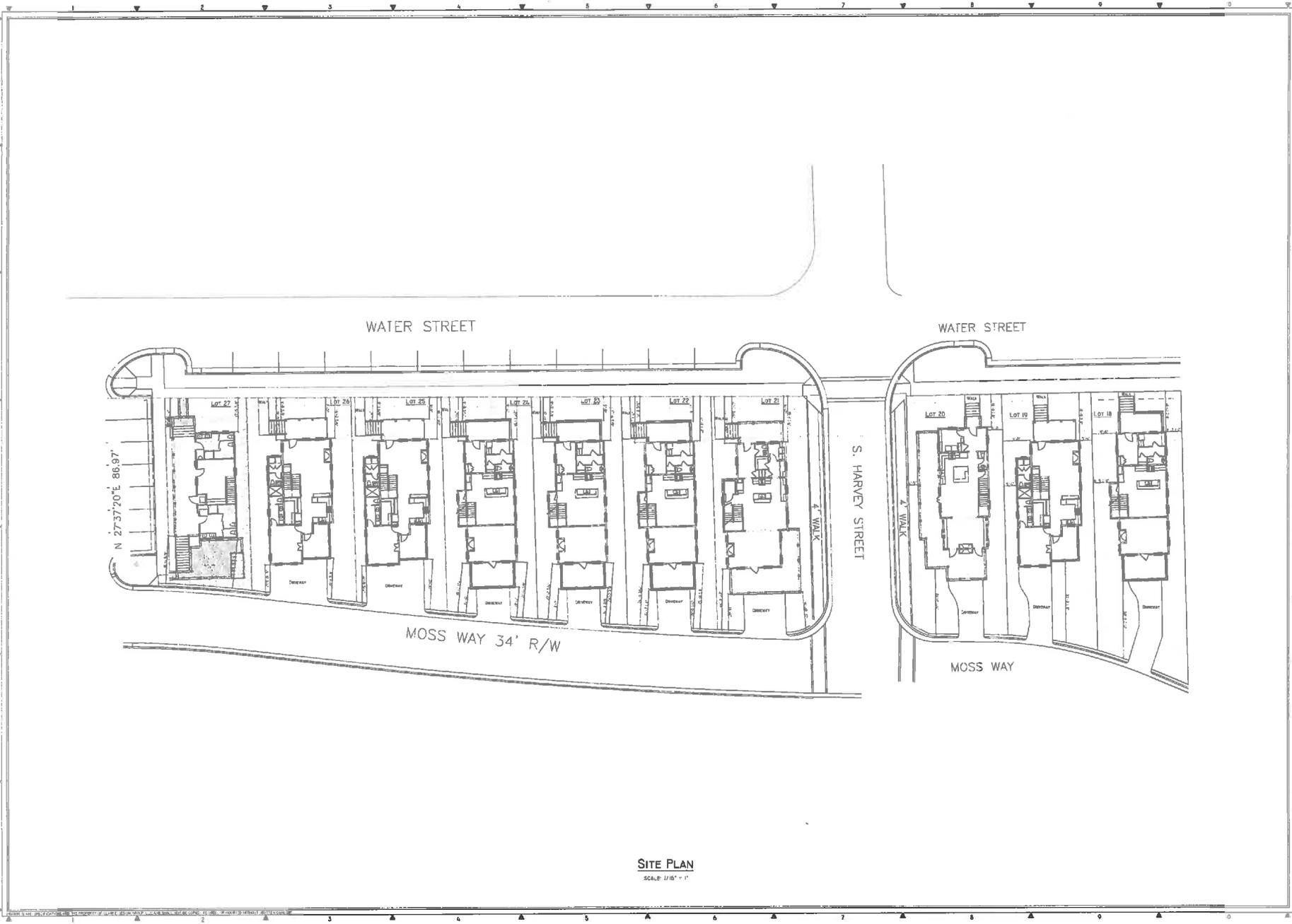
Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

Preliminary plat and home layout drawings.

REVISIONS:

1. Prepare	4/15/15
2. Review	5/15/15
3. Review	6/8/15
4. Review	6/23/15
5. Review	6/15/15



SITE PLAN
SCALE: 1/8" = 1'

CLARKE
DESIGN GROUP

1000 Broad Street, Suite 200
RTE. 68-96
Newport News, VA 23602
804-237-0607

RESIDENCE
LOT 21, MOSS LANDING
WASHINGTON, N.C.

REVISIONS:

1	Propose	4.5.5
2	Revise	5.5.5
3	Revise	5.5.5
4	Revise	5.5.5
5	Revise	5.5.5

A103B



SITE PLAN
SCALE: 1/8" = 1'



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: June 8, 2015
Subject: Commercial Air Tour Operations Proposal
Applicant Presentation: N/A
Staff Presentation: Brian Alligood, City Manager

RECOMMENDATION:

I move that the City Council authorize the City Manager and the City Attorney to develop a new agreement or amend the existing agreement with Skydive Little Washington, LLC for the addition of commercial air tour operations at Washington-Warren Airport.

BACKGROUND AND FINDINGS:

Skydive Little Washington, LLC currently operates a jump school and skydiving operation at the Washington-Warren Airport. Mr. Hayes has recently added a helicopter to his air fleet and wishes to begin conducting commercial air tour operations in addition to the jump school and skydiving operation. Mr. Hayes has presented his request to the Airport Advisory Board and it has recommended its approval to City Council. Attached is a copy of the Federal Aviation Administration's letter of approval for Skydive Little Washington, LLC to conduct commercial air tour operations.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

FAA approval letter.

City Manager Review: End Concur Recommend Denial No Recommendation 6/3/15 Date



U.S. Department
of Transportation
**Federal Aviation
Administration**

Greensboro Flight Standards District Office, EA39
1301 South Terminal Service Road
Greensboro, NC 27409
P: 336-369-3900
F: 336-369-3980

April 23, 2014

John Davis Hayes, Jr.
P.O. Box 841
Washington, NC 27889

Dear Mr. Hayes:

Your request for authorization for Carolina Crop Care, LLC dba Skydive Little Washington, LLC to conduct commercial air tour operations under Title 14 Code of Federal Regulations (CFR) Section 91.147 is approved.

Please find enclosed two copies of Operations Specifications A001, A004, and A049. Please sign all three specifications in duplicate, keep one copy for your records and return one copy to this office.

If I can be of any further assistance to you, do not hesitate to contact me at (336) 369-3933.

Sincerely,

James E. Ragsdale, Jr.
Aviation Safety Inspector

Enclosure (2)



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: June 8, 2015
Subject: Post-Offer Employment Testing (POET) & Post Employment Fit for Duty Testing

Applicant Presentation:
Staff Presentation:

RECOMMENDATION:

I move that the City Council approve adoption of the Post-Offer Employment Testing (POET) & Post Employment Fit for Duty Testing Policies effective June 8, 2015.

BACKGROUND AND FINDINGS:

Work-related injuries can be a significant cost to employers as well as to an injured worker. The least costly injury for all parties is the one that never happens. Post-Offer Employment Testing (POET) and Post Employment Fit for Duty Testing are successful tools to help manage on the job injuries.

Post-Offer Employment Testing (POET) is a test given to an individual as a pre-condition for employment to determine that the individual hired is physically capable of performing a specific job before he/she ever begins work.

Post Employment Fit for Duty Testing is to insure that an injured worker can safely and efficiently perform and/or return to work.

The POET and Post Employment Fit for Duty Testing policies will only apply to jobs and/or classifications with the City of Washington as identified by management and for which a detailed physical job description has been developed and validated.

PREVIOUS LEGISLATIVE ACTION:

FISCAL IMPACT:

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

SUPPORTING DOCUMENTS:

Post-Offer Employment Testing (POET) & Post Employment Fit for Duty Testing policies.

City Manager Review: BWA Concur _____ Recommend Denial _____ No Recommendation
6/13/15 Date June 8, 2015
Page 184 of 196

POST-OFFER EMPLOYMENT TESTING (POET)

The purpose of POET is to insure that the individual hired is physically capable of performing a specific job.

POET shall be required as a pre-condition for employment into certain jobs and/or classifications with the City of Washington as identified by management and for which a detailed physical job description has been developed and validated.

For these select positions, candidates shall be advised at the time of the job offer that the offer is contingent upon successful completion of a pre-employment physical abilities test for the respective position. This includes job offers for initial employment with the City as well as promotion, transfer, and demotion for any current City employee who is a candidate for a POET selected position when the physical requirements are different than the physical requirements of their current position.

When necessary to enable an otherwise qualified candidate with "disability" to participate in testing, the City will provide reasonable accommodations provided such accommodations do not cause an undue hardship. Candidates who believe they need accommodation to participate in the testing program must request such accommodations. To minimize or avoid delays in testing, the City asks candidates to advise the City of the need of any accommodation as soon as possible.

If a candidate does not successfully pass the POET physical demands testing, the job offer shall be withdrawn.

Compliance With All Applicable Federal and State Laws The City of Washington is dedicated to ensuring that all of its pre-employment testing complies with applicable Federal and State laws and regulations including, the Family and Medical Leave Act (FMLA); Title VII of the Civil Rights Act of 1964 (Title VII); Executive Order 11246 of 1965; the Age Discrimination in Employment Act of 1967 (ADEA); Section 503 of the Rehabilitation Act of 1983 (Section 503); Section 4212, Title 1 of The Americans With Disabilities Act of 1991 (Title 1); Section 4212 of the Vietnam Era Veterans Readjustment Act of 1984 (Section 4212); Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA); Healthcare Information Portability and Accountability Act (HIPAA); and any other applicable law or regulation.

POST EMPLOYMENT FIT FOR DUTY TESTING

Given the high physical demands placed on certain City positions, a Post Employment Fit for Duty Test may be required. Post Employment examinations are successful tools utilized to create a safe and more secure working environment for employees. The purpose of Fit for Duty Testing is to insure the injured worker can safely and efficiently perform and/or return to work. Post Employment Fit for Duty Testing will be required in circumstances identified below and will only be applicable to certain jobs and/or classifications with the City of Washington as identified by management and for which a detailed physical job description has been developed and validated.

All Fit for Duty Testing for existing employees shall be job related and consistent with business necessity. Only those areas of the body that are job related and injury/condition specific shall be investigated.

The costs of all post employment test procedures are paid by the City. Medical information collected in connection with such tests will be maintained in confidential files in accordance with requirements of the Americans with Disabilities Act (ADA) and the information collected will not be used for any purpose inconsistent with the ADA.

When necessary to enable an otherwise qualified employee with "disability" to participate in testing, the City will provide reasonable accommodations provided such accommodations do not cause an undue hardship. Employees who believe they need accommodation to participate in the testing program must request such accommodations. To minimize or avoid delays in testing, the City asks employees to advise the City of the need of any accommodation as soon as possible.

- A. **When Is Fitness for Duty Testing Required.** Employees in the following circumstances may be required to undergo a fitness for duty examination.
1. When the City observes reliable, objective evidence of current performance problems indicating that the employee may not be able to perform essential job functions, or may pose a direct threat to the health and safety of the employee or others because of a medical condition.
 2. When the City has a reasonable belief that an employee's ability to perform essential job functions will be impaired by a medical condition or that the employee will pose a direct threat due to a medical condition, based on objective evidence.
 3. When an employee seeks to return to work after being on leave for a medical reason if the City has a reasonable belief that the employee's present ability to perform essential job functions will be impaired by a medical condition or that the employee will pose a direct threat due to a medical condition.

4. When an employee requests reasonable accommodation which would require substantial modification of their assigned position or transfer to another position.
5. When the City requires periodic testing and monitoring of employees in positions affecting public safety.
6. Whenever it is consistent with business necessity of City policy to measure the fitness of an employee or class of employees and the test is in accordance with all applicable Federal, State, and Local laws and regulations, including the Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964 (Title VII); Executive Order 11246 of 1965; the Age Discrimination in Employment Act of 1967 (ADEA); Section 503, Section 4212, Title 1, Uniformed Services Employment and Reemployment Rights Act (USERRA); and any other applicable law or regulation.
7. When City representatives or their agents (including insurance authorities, physicians, or other medical personnel) need objective evidence concerning the status of an employee's ability to return to their regular/transitional/alternative job in order to measure the success of medical treatment modalities, determine maximum medical improvement, or assign temporary or permanent work restrictions.

B. **Issues to be Considered When an Employee Does Not Appear Fit for Duty Based on the Fitness for Duty Examination.** When the results of a fitness for duty examination suggest that an employee cannot perform the essential functions of their assigned position or they cannot perform the duties of their assigned position safely, the employee will be required to meet with their supervisor, Department Head and the Human Resources Director to discuss their employment status. During this meeting, the employee will be asked to inform the City representatives about how they believe they can safely perform their assigned position with or without accommodation. The employee should be prepared to discuss all possible options for continued employment with the City, including any request for accommodation the employee feels may be necessary to continue their employment with the City.

City representatives will consider the suggestions made by the employee, and evaluate the following issues as well:

1. Compliance With All Applicable Federal and State Laws
 - a. Americans with Disabilities Act (ADA) eligibility;
 - b. Family and Medical Leave Act (FMLA) eligibility;
 - c. Uniformed Services Employment and Reemployment Rights Act (USERRA) coverage.

2. The employee's current medical status including whether the employee is at maximum medical improvement.
3. Permanent restrictions assigned by the employee's physicians.
4. Whether Work Hardening or Work Conditioning programs are appropriate for the employee;
5. Reasonable accommodation and/or job modification possibilities;
6. Ergonomic training and fitting;
7. Job transfer possibilities on a transitional or regular basis;
8. Time off with or without pay (leave of absence) option in accordance with the City's Personnel Policy;
9. Evaluation of requested accommodation by appropriate medical or lay experts;
10. Termination only after consideration of all other options.

C. **Definitions**

1. **Functional Capacity Evaluation (FCE)** – A Functional Capacity Evaluation (FCE) is a comprehensive battery of performance-based tests that are used to determine an injured worker's ability for work. The FCE is based on the physical demands, as determined through a comprehensive work task analysis, of the particular position to which the employee is assigned. The evaluation protocol is designed with emphasis on content validity to measure an injured worker's ability to perform the physical demands of their specific work activities. The FCE includes participation in representative work simulation in a clinic environment. The goal of the FCE is to determine the employee's ability to safely perform the required work tasks and to determine whether there are participation restrictions.
2. **Reasonable Accommodation** - In cases where it appears that the employee cannot physically perform the essential functions of their assigned position, or they will pose a safety or health risk if they perform the duties of their assigned position, the City will evaluate any request for a reasonable accommodation which would allow the employee to perform the duties of the assigned position safely. Accommodations involve an interactive process whereby information on requested accommodations is assessed against the essential functions of the job and the safe performance of the particular job in question. The City will only provide accommodations which are likely to be effective and which will not create an undue hardship on the City. In this regard,

the City is dedicated to following the standards of Title 1 of The Americans With Disabilities Act of 1991 (Title 1), Section 503 of the Rehabilitation Act of 1983 (Section 503); Section 4212 of the Vietnam Era Veterans Readjustment Act of 1984 (Section 4212); and the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA).

3. **Work Conditioning** – An intensive, goal- oriented program designed to restore neuromuscular and musculoskeletal function including strength, power, endurance, joint mobility, range of motion, motor control, cardiovascular endurance and functional abilities. The primary objective of the Work Conditioning Program is to restore physical capacity and function to enable the injured worker to return to his or her pre-injury job.
4. **Work Hardening** – A highly structured, goal oriented, individualized intervention program designed to return the patient to work. Work Hardening Programs are multidisciplinary in nature and utilize real or simulated work activities designed to restore physical, behavioral, and vocational functions. Work Hardening addresses the issues of productivity, safety, physical tolerances and worker behaviors.

D. Opportunity to Present Employee Evidence of Fitness for Duty

If, in the judgment of the City, the employee is not able to perform the essential functions of their regular job, or they will pose a direct threat to themselves or others which cannot be reduced to an acceptable level or eliminated by a reasonable accommodation, they will not be allowed to return to their regular job. The City will advise the employee of the reason(s) for the decision to keep them from returning to their regular job. They may be given a chance to demonstrate, with their own evidence, that they can perform the essential functions of the job and that they can do so safely. However, it is the employee's responsibility to develop and pay for such evidence.

E. Termination Only After Exhaustion of All Possible Options to Retain Employee

The City of Washington is dedicated to assisting workers who are not currently fit for duty to become fit for their regular position, or to explore other employment options at the City if reasonable to do so. Termination of an employee will occur only after all reasonable options have been explored to keep the employee working with the City.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Hodges & Members of the City Council
From: Brian Alligood, City Manager
Date: June 8, 2015
Subject: PAL Program Airport Facility Request
Applicant Presentation: N/A
Staff Presentation: Brian Alligood, City Manager

RECOMMENDATION:

I move that the City Council authorize the City Manager and City Attorney to draft an agreement allowing the Beaufort County Police Activities League (PAL) to construct and operate a Multi-Purpose Youth STEM and Aviation Center located on Airport property in the general area where the construction trailer was located.

BACKGROUND AND FINDINGS:

Attached please find a copy of a proposal from Al Powell, President of the Beaufort County PAL, for a Multi-Purpose Youth STEM and Aviation Center. Mr. Powell would like to locate the facility on airport property but outside the fence in the general area where the former construction trailer was located. The request is for a \$1.00 per year lease of the property with the understanding that the construction and operation of the facility will not require any City contribution and if the facility ceases to exist for its stated purpose the facility will become the property of the City. The proposal has been presented to the Airport Advisory Board and has received its recommendation of approval. The proposal has also been reviewed by staff at the NC Division of Aviation and they do not see a conflict with FAA requirements due to the location being outside the fence and the program’s focus on aviation based activities.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

Currently Budgeted (Account) Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

PAL proposal.

City Manager Review: bw Concur Recommend Denial No Recommendation 6/8/15 Date

BEAUFORT COUNTY



POLICE ACTIVITIES LEAGUE

**PAL MULTI-PURPOSE YOUTH
STEM & AVIATION CENTER
PROPOSAL**

PAL Organizational Facts

- Approved IRS 501 (c) (3) nonprofit corporation
- Approved United Way partner
- Record of positive accomplishments since incorporation in 2012
- Diverse and experienced Board and Officers
- Owner of an airplane that was donated
- 2015 recipient of a prestigious Burroughs Welcome Fund (BWF) Youth STEM Grant

Note: STEM (Science, Technology, Engineering and Math)

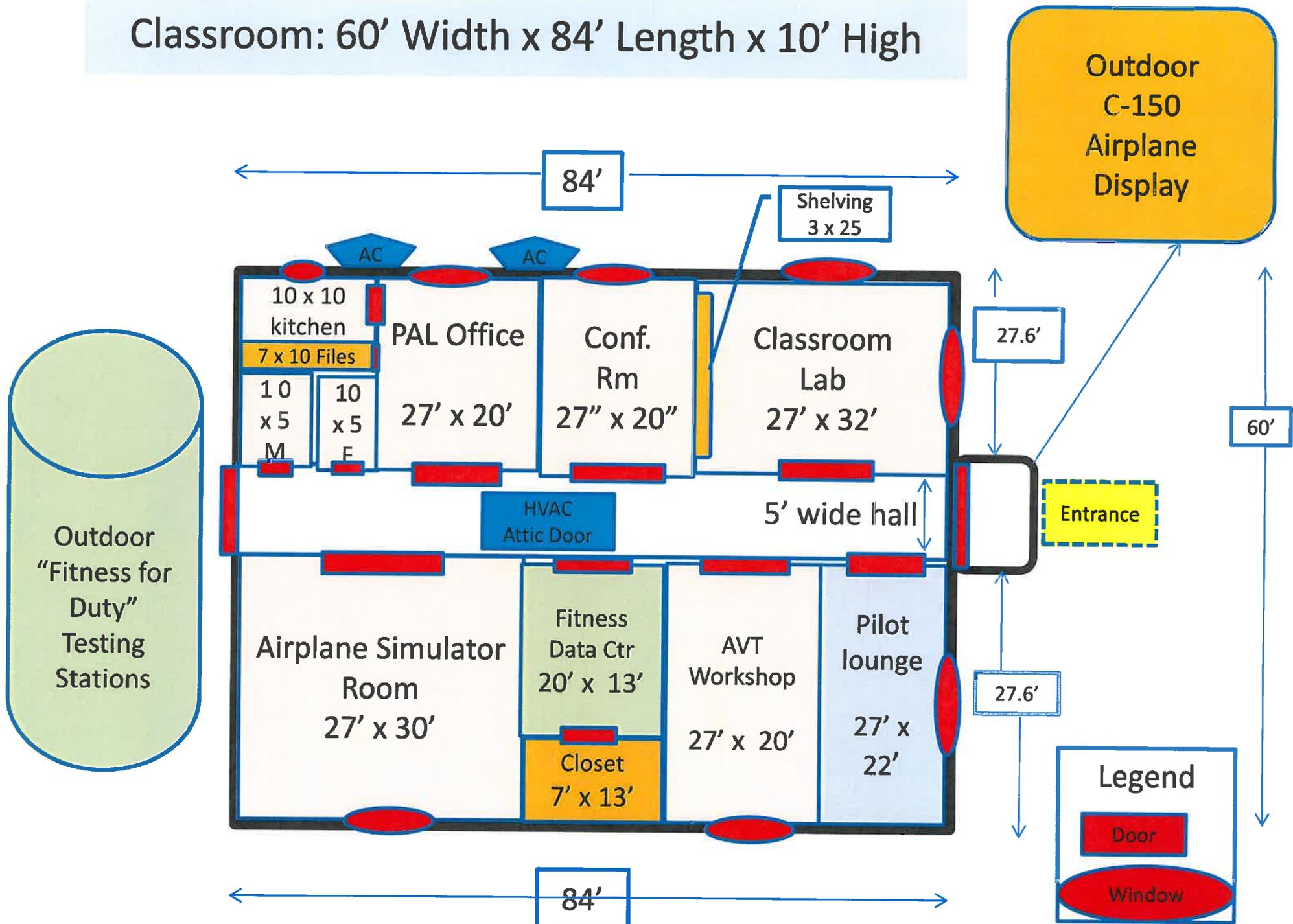
Objectives

- Raise **\$120,000** to construct a 60 foot wide x 85 foot long x 10 foot high 5,100 square foot cost efficient multi-purpose **“Youth STEM & Aviation Center”**
- Location: Warren Field Airport, Washington, NC
- Stimulate community awareness of the airport as a community resource by offering youth based aviation programs at the airport
- Create a **secure** location to **permanently** install airplane simulators in task specific modules and conduct innovative “hands-on” STEM projects in classrooms/labs
- Contribute to **community stability and trust between youth and Beaufort County law enforcement agencies** by offering year-round pro-active activities in a non-adversarial atmosphere with first responder participation

Proposed Front of Building



Classroom: 60' Width x 84' Length x 10' High



Building Design: Learning Modules

- **Classroom will be used for:**
 1. Lectures
 2. PowerPoint presentations
 3. Conduct role playing scenarios for improving body language and communication skills
 4. Training (US Coast Guard Auxiliary meetings, boat safety course training and testing)
 5. Flight training programs with the school district
- **Laboratory section will contain:**
 1. 3-D printer
 2. Wind-tunnel with measuring attachments
 3. Laptops for running AutoCAD software
 4. Buoyancy experiments for boating
 5. Four Lenovo laptops dedicated to the 3D CAD programming training/24' monitors
- **Dedicated physical fitness room with:**
 1. in-house computer software to track/monitor students progress
 2. animated manikin depicting the human anatomy
 3. life-style and diet workshops that will focus on the relevancy to future “fitness for duty” job physicals
 4. coordinate the data and program with the Beaufort County Department of Health
- **Airplane Simulator Room will contain:**
 1. eight laptop for RC aircraft simulator training with 20 inch monitors
 2. six airplane/driving simulators; each with three 23” flat screen monitors
- **Pilot flight lounge; access to weather/flight planning info**
- **Workspace to construct advanced technology vehicles (AVT)**
- **PAL Office, kitchen, storage**
- **Conference Room**