



May 20, 2013
12:00 Noon
Special Meeting

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval/Amendments to Agenda

1. Adopt – Grant Project Ordinance for the Community Transformation Grant (Comprehensive Pedestrian Plan Update) **(page 2)**
2. Adopt – Grant Project Ordinance for the Community Transformation Grant (Parks and Recreation Comprehensive Master Plan Update) **(page 11)**
3. Adopt – Budget Ordinance for Fiscal Year 2013-2014, Set Ad valorem Tax Rate and User Fee Schedule **(page 20)**
4. Adjourn - Until June 10, 2013 at 5:30 pm, in the Council Chambers at the Municipal Building.



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: May 20, 2013
Subject: Community Transformation Grant – Comprehensive Pedestrian Plan
Applicant Presentation: N/A
Staff Presentation: none

RECOMMENDATION:

I move that City Council adopt a Grant Project Ordinance for the Community Transformation Grant.

BACKGROUND AND FINDINGS:

CTG has approved the City’s application for the Community Transformation Grant to update the 2006 City of Washington Comprehensive Pedestrian Plan. The grant is for \$10,000 and there is no City match required.

PREVIOUS LEGISLATIVE ACTION

Grant application.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Grant agreement.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: TR Concur _____ Recommend Denial _____ No Recommendation 5/16/13 Date

**GRANT PROJECT ORDINANCE FOR NCDENR ADOPT-A-TRAIL GRANT
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. The project authorized is to provide funds to develop a Comprehensive Pedestrian Plan.

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

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

61-40-4930-0400	Professional Services	\$ 10,000
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Section 4. The following revenue is anticipated to be available to complete this project:

61-40-3480-0000	Pitt County Grant	\$ 10,000
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Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient detailed accounting records to satisfy the requirements of the NCDENR grant agreements.

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

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

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

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

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

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

Adopted this the 20th day of May, 2013.

MAYOR

ATTEST:

CITY CLERK

**CONTRACT FOR SERVICES
BETWEEN PITT COUNTY
AND
CITY OF WASHINGTON PARKS AND RECREATION**

THIS AGREEMENT is made and entered into this _____ of _____, 20__ by and between Pitt County, a political subdivision of the State of North Carolina, (hereinafter referred to as the "County") and City of Washington Parks and Recreation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County desires assistance with implementing the Community Transformation Grant (CTG) objective of increasing the number of comprehensive plans that include health considerations within Region 10; and

WHEREAS, Contractor possesses the expertise and experience to assist County in such capacity;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Contractor shall provide the services listed in Exhibit A attached hereto and incorporated by reference. All deliverables under this Agreement shall be delivered in a final form acceptable to County.
2. Termination. The County or Contractor may terminate this Agreement, with or without cause, at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. In that event, all finished or unfinished materials shall, at the option of the County, become its property. If the Agreement is terminated as provided herein, the Contractor will be paid for all services performed.
3. Regulations. While on County's property, Contractor shall comply with County's regulations, including but not limited to safety and employee relation's regulations. County will provide Contractor with all relevant regulations upon request of Contractor.
4. Term. This Agreement shall commence on the date written above and shall continue until September 30, 2013.
5. Payment. County shall pay Contractor \$10,000.00 for services rendered as outlined in EXHIBIT A. County shall pay such bill within forty-five (45) days of execution of contract. Contractor shall submit detailed monthly reports citing work as it is completed.
6. Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and

contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.

7. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.

8. Independent Contractor. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that Contractor is not eligible for any County employee benefits whatsoever and does not possess any rights or privileges as generally established for the County's employees. The Contractor is responsible for all corresponding state and federal taxes due, as well as any liability and workers' compensation coverage that may be required by law.

9. Hold Harmless and Indemnification. Contractor agrees to hold harmless and indemnify County from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by Contractor while in the performance of the duties or assignment pursuant to this Agreement.

10. Third Party Beneficiary. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

11. Costs and Taxes. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

12. Notice: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Pitt County
Attn: County Manager
1717 West Fifth Street
Greenville, North Carolina 27834

Kristi Roberson
Parks and Recreation Manager
310 W. Main Street
Washington, North Carolina 27889

Each party shall keep the other party informed of its current address at all times.

13. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

14. Force Majeure. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.

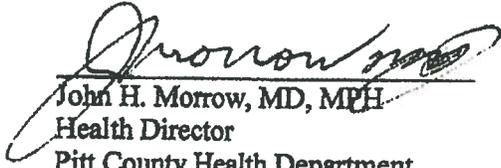
15. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

16. Waiver. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

17. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

18. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.


John H. Morrow, MD, MPH
Health Director
Pitt County Health Department
201 Government Circle
Greenville, NC 27834

5/2/13
Date

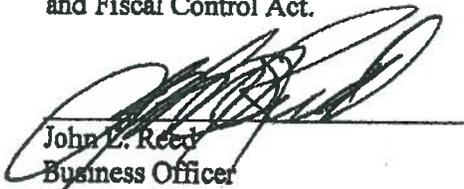
Scott Elliott
County Manager
Pitt County
1717 West 5th Street
Greenville, NC 27834

Date


Kristi Roberson
Parks and Recreation Manager
City of Washington Parks and Recreation Department
310 W. Main Street
Washington, NC 27889

5/7/13
Date

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


John E. Reed
Business Officer
Pitt County Health Department
201 Government Circle
Greenville, NC 27834

5/1/13
Date

EXHIBIT A

Contractor shall provide the following services:

1. Contract with an appropriate planning professional to develop a Comprehensive Pedestrian Plan for the City of Washington, NC.
2. Ensure that the comprehensive pedestrian plan corresponds with the City of Washington Comprehensive Bicycle Plan currently being revised.
3. Form a Pedestrian Plan Steering Committee who will conduct the following tasks:
 - a. Review existing vision statement for updates/changes.
 - b. Review the history of the initiative and past pedestrian plans.
 - c. Identify and update project goals and short and long term objectives.
 - d. Review the scope and purpose of the plan for potential updates/changes.
4. Conduct a series of well-publicized visioning and public participation meetings in an effort to generate public support.
5. Conduct a citywide needs survey related to pedestrian transportation improvements.
6. Submit a draft Pedestrian Master Plan to the City of Washington Planning Board and City Council.
7. Ensure that draft plan is revised based on input from these two boards.
8. Present a final City of Washington Comprehensive Pedestrian Plan to the City Council for adoption.
9. Submit monthly reports to Karen Rupp, CTG Region 10 Fiscal Lead, regarding status of the project.

EXHIBIT B

AR-12 Lobbying Restrictions

Applicants should be aware of restrictions on the use of HHS funds for lobbying of Federal or State legislative bodies. Under the provisions of 31 U.S.C. Section 1352, recipients (and their sub-tier contractors) are prohibited from using appropriated Federal funds (other than profits from a Federal contractor) for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. This includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

In addition, no part of CDC appropriated funds, shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support of defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the appropriated funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient related to any activity designed to influence legislation or appropriations pending before the Congress or any State or local legislature.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered "lobbying." That is lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the Federal or State levels to urge support of, or opposition to, pending legislative proposals is prohibited. As a matter of policy, CDC extends the prohibitions to lobbying with respect to local legislation and local legislative bodies.

The provisions are not intended to prohibit all interaction with the legislative branch, or to prohibit educational efforts pertaining to public health. Clearly there are circumstances when it is advisable and permissible to provide information to the legislative branch in order to foster implementation of prevention strategies to promote public health. However, it would not be permissible to influence, directly or indirectly, a specific piece of pending legislation.

It remains permissible to use CDC funds to engage in activity to enhance prevention; collect and analyze data; publish and disseminate results of research and surveillance data; implement prevention strategies; conduct community outreach services; provide leadership and training, and foster safe and healthful environments.

Recipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and "grassroots" activities that relate to specific legislation, recipients of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds. CDC also cautions recipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.



City of Washington
REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Kristi Roberson, Parks & Recreation Manager
Date: May 20, 2013
Subject: Community Transformation Grant – Comprehensive Master Plan
Applicant Presentation: N/A
Staff Presentation: none

RECOMMENDATION:

I move that City Council adopt a Grant Project Ordinance for the Community Transformation Grant.

BACKGROUND AND FINDINGS:

CTG has approved the City’s application for the Community Transformation Grant to update the 2008 City of Washington Parks & Recreation Comprehensive Master Plan. The grant is for \$45,000 and the City will contribute \$5,000.

PREVIOUS LEGISLATIVE ACTION

Grant application.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Grant agreement.

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: CR Concur _____ Recommend Denial _____ No Recommendation 5/16/13 Date

**GRANT PROJECT ORDINANCE FOR NCDENR ADOPT-A-TRAIL GRANT
CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2012-2013**

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

Section 1. The project authorized is to provide funds to develop a Comprehensive Parks and Recreation Master Plan.

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

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

70-40-4930-0400	Professional Services	\$ 50,000
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Section 4. The following revenue is anticipated to be available to complete this project:

70-40-3480-0000	Pitt County Grant	\$ 45,000
70-40-3352-0000	City Match	5,000

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

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

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

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

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

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

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

Adopted this the 20th day of May, 2013.

MAYOR

ATTEST:

CITY CLERK

**CONTRACT FOR SERVICES
BETWEEN PITT COUNTY
AND
CITY OF WASHINGTON PARKS AND RECREATION**

THIS AGREEMENT is made and entered into this _____ of _____, 20__ by and between Pitt County, a political subdivision of the State of North Carolina, (hereinafter referred to as the "County") and City of Washington Parks and Recreation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, County desires assistance with implementing the Community Transformation Grant (CTG) objective of increasing the number of comprehensive plans that include health considerations within Region 10; and

WHEREAS, Contractor possesses the expertise and experience to assist County in such capacity;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Contractor shall provide the services listed in Exhibit A attached hereto and incorporated by reference. All deliverables under this Agreement shall be delivered in a final form acceptable to County.
2. Termination. The County or Contractor may terminate this Agreement, with or without cause, at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. In that event, all finished or unfinished materials shall, at the option of the County, become its property. If the Agreement is terminated as provided herein, the Contractor will be paid for all services performed.
3. Regulations. While on County's property, Contractor shall comply with County's regulations, including but not limited to safety and employee relation's regulations. County will provide Contractor with all relevant regulations upon request of Contractor.
4. Term. This Agreement shall commence on the date written above and shall continue until September 30, 2013.
5. Payment. County shall pay Contractor \$45,000.00 for services rendered as outlined in EXHIBIT A. County shall pay such bill within forty-five (45) days of execution of contract. Contractor shall submit detailed monthly reports citing work as it is completed.
6. Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and

contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.

7. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.

8. Independent Contractor. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that Contractor is not eligible for any County employee benefits whatsoever and does not possess any rights or privileges as generally established for the County's employees. The Contractor is responsible for all corresponding state and federal taxes due, as well as any liability and workers' compensation coverage that may be required by law.

9. Hold Harmless and Indemnification. Contractor agrees to hold harmless and indemnify County from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by Contractor while in the performance of the duties or assignment pursuant to this Agreement.

10. Third Party Beneficiary. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

11. Costs and Taxes. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

12. Notice: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

Pitt County
Attn: County Manager
1717 West Fifth Street
Greenville, North Carolina 27834

Kristi Roberson
Parks and Recreation Manager
310 W. Main Street
Washington, North Carolina 27889

Each party shall keep the other party informed of its current address at all times.

13. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

14. Force Majeure. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.

15. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

16. Waiver. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

17. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard-copy," the terms contained in the facsimile shall prevail.

18. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.

John H. Morrow, MD, MPH
Health Director
Pitt County Health Department
201 Government Circle
Greenville, NC 27834

Date

Scott Elliott
County Manager
Pitt County
1717 West 5th Street
Greenville, NC 27834

Date

Kristi Roberson
Parks and Recreation Manager
City of Washington Parks and Recreation Department
310 W. Main Street
Washington, NC 27889

Date

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

John L. Reed
Business Officer
Pitt County Health Department
201 Government Circle
Greenville, NC 27834

Date

EXHIBIT A

Contractor shall provide the following services:

1. Contract with an appropriate planning professional to develop a Comprehensive Parks and Recreation Master Plan for the City of Washington, NC.
2. Ensure that the comprehensive plan utilizes previous work performed by the Parks and Recreation Department and addresses the needs of the citizens of Washington including health considerations.
3. Ensure the following scope of work is completed::
 - a. Inventory existing parks, facilities, and programs.
 - b. Evaluate the Washington Parks and Recreation Department to determine effectiveness and needs for the future.
 - c. Involve the community during the planning process through public meeting, mapping workshops, and media updates.
 - d. Complete citizen surveys.
 - e. Address current parks and recreation needs, as well as plan for the future needs.
 - f. Serve as a marketing tool to educate the general public and elected official as to the vital role parks and recreation plays in the quality of life of its citizens.
 - g. Serve as a management tool to promote cost effective design, development, and operation of parks and recreation facilities.
 - h. Secure environmentally sensitive areas and preserve the community's natural resources.
 - i. Develop an action plan that will be a living document able to guide future decision making and development.
4. Conduct public meetings to share survey results and information about the comprehensive master plan.
5. Present a draft plan to the Washington Recreation Advisory Committee and City Council.
6. Ensure that draft plan is revised based on input from these two boards.
7. Present a final City of Washington Comprehensive Parks and Recreation Master Plan to the City Council for adoption.
8. Submit monthly reports to Karen Rupp, CTG Region 10 Fiscal Lead, regarding status of the project.

EXHIBIT B

AR-12 Lobbying Restrictions

Applicants should be aware of restrictions on the use of HHS funds for lobbying of Federal or State legislative bodies. Under the provisions of 31 U.S.C. Section 1352, recipients (and their sub-tier contractors) are prohibited from using appropriated Federal funds (other than profits from a Federal contractor) for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. This includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

In addition, no part of CDC appropriated funds, shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support of defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the appropriated funds shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient related to any activity designed to influence legislation or appropriations pending before the Congress or any State or local legislature.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered "lobbying." That is lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the Federal or State levels to urge support of, or opposition to, pending legislative proposals is prohibited. As a matter of policy, CDC extends the prohibitions to lobbying with respect to local legislation and local legislative bodies.

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It remains permissible to use CDC funds to engage in activity to enhance prevention; collect and analyze data; publish and disseminate results of research and surveillance data; implement prevention strategies; conduct community outreach services; provide leadership and training, and foster safe and healthful environments.

Recipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and "grassroots" activities that relate to specific legislation, recipients of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds, CDC also cautions recipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.



City of Washington

REQUEST FOR CITY COUNCIL ACTION

To: Mayor Jennings & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: May 20, 2013
Subject: Adopt Budget Ordinance for Fiscal Year 2013-2014, Set Advalorem 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 2013-2014, set the 2013 Advalorem Tax rate at \$0.50 per \$100.00 value with \$.0198 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 2013-2014, totaling \$60,507,698. This ordinance appropriates the following amounts in the funds listed for operational expenses during the fiscal year:

General Fund	\$14,549,312
Water Fund	3,157,067
Sewer Fund	3,220,548
Storm Water Management Fund	657,276
Electric Fund	36,261,274
Airport Fund	261,675
Solid Waste Fund	1,406,580
Cemetery Fund	309,756
Library Trust Fund	375
Cemetery Trust Fund	1,350
Public Safety Capital Reserve Fund	166,985
Economic Development Capital Reserve Fund	156,000
Water Capital Reserve Fund	100,000
Sewer Capital Reserve Fund	120,000
Facade Fund	10,000
Internal Service Fund	<u>129,500</u>
Grand Total	\$60,507,698

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Annual budget
Budget Ordinance

City Attorney Review: _____ Date By: _____ (if applicable)
Finance Dept Review: _____ Date By: _____ (if applicable)
City Manager Review: JD Concur _____ Recommend Denial _____ No Recommendation
5/16/13 Date

CITY OF WASHINGTON, NORTH CAROLINA
BUDGET ORDINANCE FOR FISCAL YEAR 2013-2014

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, 2013, and ending June 30, 2014, according to the following schedules:

Schedule A. General Fund

General Government	
City Council	62,676
Mayor	13,800
City Manager	304,519
TDA Director	105,952
Human Resources	295,664
Finance	515,449
Purchasing	135,633
Information Systems	350,694
Billing	154,823
Customer Services	598,658
Planning/Zoning	399,325
Code Enforcement	279,422
Legal	240,000
Economic Development	90,000
Miscellaneous	854,242
Debt Service	450,256
Contingency	36,807
Public Safety	
Police	2,916,927
E-911 Communication	399,483
Fire	743,083
Emergency Medical Services	1,612,914
Public Works	
Administration	70,018
Municipal Building	167,580
Equipment Services	114,512
Street Maintenance	484,532
Powell Bill	354,349
Street Lighting	126,240
Storm Water Improvements	311,946
Parks & Grounds Maintenance	559,209

Cultural and Leisure	
Brown Library	442,848
Recreation Administration	193,785
Recreation Events & Facilities	181,229
Senior Programs	244,346
Waterfront Docks	116,307
Civic Center	151,127
Aquatic Center	308,687
Agency Contributions	<u>162,270</u>
	\$14,549,312

Schedule B. Water Fund

Debt Services	73,093
Miscellaneous	646,530
Administration	111,693
Water Meter Services	267,092
Water Treatment	1,427,837
Water Distribution Maintenance	327,026
Water Distribution Construction	303,796
Contingency	<u>0</u>
Total Water Fund Appropriations	3,157,067

Schedule C. Sewer Fund

Debt Service	455,651
Miscellaneous	574,621
Administration	110,659
Wastewater Collection Maintenance	248,456
Wastewater Collection Construction	211,590
Wastewater Treatment	1,191,556
Wastewater Stations	391,162
Contingency	<u>36,853</u>
Total Sewer Fund Appropriations	3,220,548

Schedule D. Storm Water Management Fund

Debt Service	540,157
Operations	84,814
Nutrient Control	6,100
Contingency	<u>26,205</u>
Total Storm Water Management Fund Appropriations	657,276

Schedule E. Electric Fund

Debt Service	617,835
Miscellaneous	2,137,186
Administration	309,312
Utility Communications	264,600
Electric Meter Services	517,905
Purchase Power	28,160,620
Substation Maintenance	848,910
Load Management	226,475
Power Line Maintenance	1,365,856
Power Line Construction	1,812,575
Contingency	<u>0</u>
Total Electric Fund Appropriations	36,261,274

Schedule F. Airport Fund

Operational Expenses	261,675
Contingency	<u>0</u>
Total Airport Fund Appropriations	261,675

Schedule G. Solid Waste Fund

Debt Service	47,662
Solid Waste Operations	1,358,918
Contingency	<u>0</u>
Total Solid Waste Fund Appropriations	1,406,580

Schedule H. Cemetery Fund

Debt Service	9,363
Operational Expenses	296,813
Contingency	<u>3,580</u>
Total Cemetery Fund Appropriations	309,756

Schedule I. Library Trust Fund

Administration Charges to General Fund for Library Operations	<u>375</u>
Total Library Trust Fund Appropriations	375

Schedule J. Cemetery Trust Fund

Administration Charges to Cemetery Fund for Operations	<u>1,350</u>
Total Cemetery Trust Fund Appropriations	1,350

Schedule K. Public Safety Capital Reserve Fund

Transfer to General Fund	<u>166,985</u>
Total Public Safety Capital Reserve Fund Appropriations	166,985

Schedule L. Economic Development/Capital Reserve Fund

Transfer to General Fund	<u>156,000</u>
Total Economic Development/Capital Reserve Fund Appropriations	156,000

Schedule M. Water Capital Reserve Fund

Transfer to Water Fund	<u>100,000</u>
Total Water Capital Reserve Fund Appropriations	100,000

Schedule N. Sewer Capital Reserve Fund

Transfer to Sewer Fund	<u>120,000</u>
Total Sewer Capital Reserve Fund Appropriations	120,000

Schedule O. Facade Fund

Economic Development-Facade Grant	<u>10,000</u>
Total Facade Fund Appropriations	10,000

Schedule P. Internal Service Fund

Worker's Compensation Claim Payments	<u>129,500</u>
Total Internal Service Fund Appropriations	129,500

Total Appropriations for all Funds	\$60,507,698
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Section 2. It is estimated that the following revenue will be available during the year beginning July 1, 2013, and ending June 30, 2014, to meet the foregoing appropriations according to the following schedule:

Schedule A. General Fund

Ad Valorem Taxes	4,341,342
Other Taxes	2,485,466
Restricted Intergovernmental Revenue	747,391
Unrestricted Intergovernmental Revenue	1,501,833
Licenses and Permits	67,460
Rents	601,722
Sales and Services	850,171
Interest Earnings	31,130
Lease Purchase Proceeds	383,600
Private Contributions	6,000
Miscellaneous	25,000
Fund Balance Appropriated	214,428
Administrative Charges from Other Funds for Services:	
Electric Fund	1,207,781

Water Fund	374,824
Sewer Fund	386,358
Solid Waste Fund	201,103
Storm Water	0
Airport Fund	12,637
Cemetery Fund	19,932
Library Trust Fund	375
Tourism Development Authority	105,952
Civic Center	79,327
Transfers from Other Funds:	
Water	71,963
Sewer	40,532
Electric	470,000
Capital Reserves	<u>322,985</u>
Total General Fund Revenues	14,549,312

Schedule B. Water Fund

Water Charges	70,460
Sales and Services	2,930,000
Interest Earnings	3,000
Miscellaneous	7,000
Installment Note Proceeds	0
Rents	34,777
Transfer from Water Capital Reserve	100,000
Fund Balance Appropriated	<u>11,830</u>
Total Water Fund Revenues	3,157,067

Schedule C. Sewer Fund

Wastewater Charges	25,000
Sales and Services	3,060,000
Interest Earnings	6,000
Assessments	9,548
Loan Proceeds (State Revolving Loan)	0
Transfer from Capital Reserve	<u>120,000</u>
Total Sewer Fund Revenues	3,220,548

Schedule D. Storm Water Management Fund

Interest Earnings	1,500
Storm Water Charges	492,000
Interest Rebates (RZEDB)	90,038
Other Fees	8,500
Fund Balance Appropriated	<u>65,238</u>
Total Storm Water Management Fund Revenues	657,276

Schedule E. Electric Fund

Electric Charges	34,351,623
Sales and Services	802,943
Interest Earnings	22,000
Miscellaneous	73,000
Installment Note Proceeds	851,000
Administration Charges From Other Funds:	
Water	107,060
Sewer	<u>53,648</u>
Total Electric Fund Revenues	36,261,274

Schedule F. Airport Fund

Rentals	60,000
Sales & Services	130,500
Interest	800
Grants	0
Transfer from Other Funds:	
General Fund	0
Fund Balance Appropriated	<u>70,375</u>
Total Airport Fund Revenues	261,675

Schedule G. Solid Waste Fund

Interest Earnings	800
Solid Waste Tax	6,500
Fees	<u>1,399,280</u>
Total Solid Waste Fund Revenues	1,406,580

Schedule H. Cemetery Fund

Interest Earnings	0
Sales & Services	192,500
Transfer from G/F	115,906
Adm. Charges from Cemetery Trust	<u>1,350</u>
Total Cemetery Fund Revenues	309,756

Schedule I. Library Trust Fund

Interest Earnings	<u>375</u>
Total Library Trust Fund Revenues	375

Schedule J. Cemetery Trust Fund

Interest Earnings	<u>1,350</u>
Total Cemetery Trust Fund Revenues	1,350

Schedule K. Public Safety Capital Reserve Fund

Transfer From General Fund	166,985
Fund Balance Appropriated	<u>0</u>
Total Public Safety Capital Reserve Fund Revenues	166,985

Schedule L. Economic Development /Capital Reserve Fund

Payments From Other Funds	<u>156,000</u>
Total Economic Development/Capital Reserve Fund Revenues	156,000

Schedule M. Water Capital Reserve Fund

Impact Fees	9,000
Interest Earnings	400
Fund Balance Appropriated	<u>90,600</u>
Total Water Capital Reserve Fund Revenues	100,000

Schedule N. Sewer Capital Reserve Fund

Impact Fees	20,000
Interest Earnings	340
Fund Balance Appropriated	<u>99,660</u>
Total Sewer Capital Reserve Fund Revenues	120,000

Schedule O. Façade Fund

Transfer from G/F	<u>10,000</u>
Total Façade Fund Revenues	10,000

Schedule P. Internal Service Fund

Payments from Funds	79,500
Fund Balance Appropriated	<u>50,000</u>
Total Internal Service Fund Revenues	129,500

Total Estimated Revenues for all Funds	\$60,507,698
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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, 2013, 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 \$857,756,000 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, 2013.

Adopted this the 20th day of May, 2013.

MAYOR

ATTEST:

CITY CLERK