



City of  
**Washington**  
NORTH CAROLINA  
Council Agenda  
JULY 28, 2014  
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from July 14, 2014 (**page 3**)

Approval/Amendments to Agenda

Presentation: Softball Tournament Winners

I. Consent Agenda:

A. Approve – Purchase Orders >\$20,000 (**page 25**)

II. Comments from the Public:

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

A. None –

IV. Public Hearing – Other:

A. None –

V. Scheduled Public Appearances:

A. Patty Peebles – Optimist Club of Washington - League Agreement  
(**page 31**)

B. Noon Rotary – Little Free Library

VI. Correspondence and Special Reports:

A. Discussion – Grant Updates (**page 38**)

B. Discussion – Project Updates (**page 63**)

C. Memo – Jack's Creek Updates (**page 66**)

VII. Reports from Boards, Commissions and Committees:

A. None –

VIII. Appointments:

A. Appointments – to Washington Electric Utilities Advisory Board &  
Historic Preservation Commission (**page 67**)



City of  
**Washington**  
NORTH CAROLINA  
Council Agenda  
JULY 28, 2014  
5:30 PM

- IX. Old Business:  
A. Adopt – Budget Ordinance Amendment in the Water Fund – Relocation of Water Lines (\$67,532) (**page 72**)
- X. New Business:  
A. Adopt – Resolution to Accept a Grant From NCDOT to Fund Approach Surveys & Analysis of runways 5/23 & 17/35 (\$11,366) (**page 83**)
- XI. Any Other Items From City Manager:  
A. None –
- XII. Any Other Business From the Mayor or Other Members of Council  
A. None -
- XIII. Closed Session – Under NCGS § 143-318.11(a)(6) Personnel
- XIV. Adjourn – Until Monday, August 11, 2014 at 5:30 pm, in the Council Chambers.

The Washington City Council met in a regular session on Monday, July 14, 2014 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Bobby Roberson, Mayor Pro tem; Doug Mercer, Councilman; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Brian M. Alligood, City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

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

Mayor Hodges called the meeting to order and Mayor Pro tem Roberson delivered the invocation.

**APPROVAL OF MINUTES:**

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council approved the minutes of June 9 & June 23, 2014 as presented.

**RECOGNITION: HEATHER DECK – RIVERKEEPER CUP CLEAN-UP CHALLENGE**



Heather Deck presented Guy Blackwell with a trophy honoring the City for 1700 lbs. of trash removed from the Washington area waterways.

**APPROVAL/AMENDMENTS TO AGENDA:**

Mayor Hodges reviewed the following amendment to the agenda:

- Add under Consent Agenda Item G. Approve – Resolution accepting the State Technical Assistance Grant for \$35,000
- Move from Consent Item E: Airport Fuel Budget Amendment (**discussed after approval of Consent Agenda**)

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

**CONSENT AGENDA:**

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

- A. Declare Surplus/Authorize – Electronic Auction of Vehicles through GovDeals (Vehicle # 614) 2000 Ford Explorer and (Vehicle # 483) 2000 International Garbage Truck
- B. Adopt – Budget Ordinance Amendment - NC Cardinal Grant (\$22,345)

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, NC  
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 amount of \$22,345 in the account Library Grant Planning, account number 10-40-3611-3306.

Section 2. That the following account number in the Brown Library Department portion of the General Fund appropriations budget be increased in amount indicated to fund the migration to the NC Cardinal library cataloging system:

10-40-6110-0400	Professional Services	\$22,345
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 14<sup>th</sup> day of July, 2014.

**ATTEST:**

s/ Cynthia S. Bennett  
City Clerk

s/Mac Hodges  
Mayor

- C. Authorize – Police & Fire Services to apply for Wal-Mart Grant (\$1,500)
- D. Approve – Classification Change (*Sr. Administrative Support Specialist (Grade 17) in the Department of Community & Cultural Services/Recreation Division to Recreation Events & Facilities Supervisor (Grade 17) effective July 14, 2014.*)
- E. Removed from Consent(discussed after approval of Consent Agenda) Approve – Airport Fuel Budget Amendment
- F. Approve – Purchase Orders >\$20,000
  - Requisition #52200, \$37,300.00, to Atlantic Power Systems of NC, Inc. Peak Shaving Generators PM Level 1 Inspection Labor & Materials \$6,000.00, Peak Shavings Generator PM Level 2 Inspection Labor & Materials \$30,000.00 and Fuel Tank Foot

Valve Removal, Cleaning & Reinstallation, 11 Tanks \$1,300.00. Account #35-90-8370-1600.

G. Approve – Resolution accepting the State Technical Assistance Grant for \$35,000

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, the North Carolina Clean Water Revolving Loan Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection system, water supply systems and water conservation projects; and

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a State Technical Assistance Grant in the amount of \$35,000 for a Sanitary Sewer Evaluation Study; and

WHEREAS, the City of Washington intends to construct said project in accordance with the approved plans and specifications:

**NOW THEREFORE BE IT RESOVED BY THE CITY COUNCIL, OF THE CITY OF WASHINGTON:**

That the City of Washington does hereby accept the State Technical Assistance Grant offer of \$35,000.

That the City of Washington does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the grant offer, Section II Assurances will be adhered to.

That Brian Alligood, City Manager of the City of Washington, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of Washington has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14<sup>th</sup> day of July, 2014 in the City of Washington, North Carolina.

**ATTEST:**

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

**s/Mac Hodges**  
**Mayor**

**(from Consent Item E:) APPROVE – AIRPORT FUEL BUDGET AMENDMENT**

Councilman Mercer inquired about the cost of fuel at the airport most specifically, the difference in the numbers on the most recent financial report. Matt Rauschenbach explained that once the financials are “trued up” the numbers will be the same.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council approved the airport fuel budget amendment in the amount of \$15,500.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, NC  
FOR THE FISCAL YEAR 2013-2014**

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

Section 1. That the Airport Fund appropriations budget be increased in the following fund account and amount:

37-90-4530-3101                      Fuel Purchases                      \$15,500

Section 2. That the Airport Fund revenue budget be increased in the following fund account and amount:

37-90-3397-1000                      Transfer from General Fund      \$15,500

Section 3. That the General Fund appropriations budget be increased in the following and account and amount:

10-00-4400-3700                      Transfer to Airport Fund              \$15,500

Section 4. That the General Fund revenue budget be increased in the following fund account and amount:

10-00-3991-9910                      Fund Balance Appropriated      \$15,500

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

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

Adopted this the 14<sup>th</sup> day of July, 2014

**ATTEST:**

s/ Cynthia S. Bennett  
City Clerk

s/Mac Hodges  
Mayor

**COMMENTS FROM THE PUBLIC: NONE**

**PUBLIC HEARING ON ZONING: NONE**

**PUBLIC HEARING – OTHER: NONE**

**SCHEDULED PUBLIC APPEARANCES:**

**SUSAN FRANCIS – 1300 NORTH BONNER STREET – FLOODING**  
**(request withdrawn by applicant)**

Mayor Pro tem Roberson asked for a status report on Jack’s Creek (fish & pump station) and Councilman Mercer asked for a write-up on the operating procedures regarding the pumps at Jack’s Creek.

**CORRESPONDENCE AND SPECIAL REPORTS:**  
**MEMO – CONTERRA MEMORANDUM OF UNDERSTANDING**

Electric Utilities Director, Keith Hardt explained that at the 14 April 2014 meeting of the Washington City Council, Council requested that an abbreviated agreement be drafted between the City of Washington and Conterra Ultra Broadband, LLC for attachment of fiber optic conductor to City owned electric utility poles.

The agreement by Conterra:

This Memorandum of Understanding (“MOU”) is entered into the 14<sup>th</sup> day of July 2014 (“Effective Date”) between Conterra Ultra Broadband, LLC (“Conterra”) with principal offices at 2101 Rexford Road, Suite 200E, Charlotte, North Carolina 28211 and the City of Washington (“Washington”) with principal offices at 102 East 2<sup>nd</sup> Street, Washington, North Carolina 27889.

In an effort to record our understanding, Conterra and Washington agree to the following:

1. Conterra desires to occupy, place and maintain attachments on electric utility poles (“Poles”) owned and maintained by Washington. Washington agrees to permit Conterra to occupy, place and maintain its attachments on Washington’s Poles.
2. Conterra shall at its own expense, install and maintain all attachments in a safe condition suitable to Washington and such that they will not be in conflict with Washington’s use of the Pole or by other parties or having rights to said Poles.
3. Conterra shall comply with all local, state and federal laws and regulations, including but not limited to: National Electric Safety Code, National Electric Code and all OSHA regulations
4. Conterra will be billed for pole attachments in accordance with current and future pole attachment rates established by the Washington City Council and understands that Washington is developing a pole attachment agreement and that Conterra will be subject to said agreement upon review and signature when it is finalized.

We hereby confirm we are in agreement with the above.

Signed this 14<sup>th</sup> day of July 2014.

s/Angela Lee, VP, Corporate Counsel and Secretary  
 Conterra Ultra Broadband, LLC

s/Brian M. Alligood, City Manager  
 City of Washington, North Carolina

**MEMO – RESIDENTIAL GRANT PROGRAM**

(begin) For several years, the City of Washington has had a successful Façade Improvement Grant Program. Property and Business owners have taken advantage of the funding available to restore windows, paint facades, install new awnings and many other rehabilitation projects. The commercial district is slowly becoming revitalized, with new businesses coming to town and beautification projects being undertaken by community groups. While work on these projects must and will continue, there are other areas of Washington that also need help.

On May 27<sup>th</sup>, The Planning Department hosted a community meeting to discuss concerns and issues that are facing residents of the historic district. Residents basically had the floor to discuss issues that were common throughout the district. Time and again, the issue of being able to afford upkeep of historic homes became an issue. The constant needs of wooden houses such as those found in Washington can

be daunting. In June 2013, the Preservation Commission was approached by concerned members of the community regarding the number of houses that have fallen into disrepair. As a result, the commission started a subcommittee to reach out to homeowners whose homes require maintenance. The list of houses that was compiled totaled over forty properties. Upon reaching out to those property owners, it was often the case that while the owners wanted to do work on their homes; it was to economically feasible for them to do so.

In this year's budget, City Council put aside \$20,000 for the Commercial Façade Improvement Grant Program. It is the recommendation of the Preservation Commission that this grant pool be opened up to residential property owners as well. The residential grant program would be managed much the same as the commercial grant program, with the money coming from the same pool. The requirements for the grant would be more stringent than the commercial grant, with residential property grants to be need based. To show proof of economic hardship would be needed in order for a property owner to be eligible for the grant. Additionally, all grant applications would need to be approved by the Preservation Commission prior to a grant award taking place. Eligible work would have to be done on the actual building and could not include installation of a fence or removal of a tree. The goal of the grant is to make the most impact on the residential district. (end)

Councilmembers agreed that this item will need to be discussed during next year's budget workshops.

#### **MEMO – WAYFINDING PROGRAM**

(begin) The word Wayfinding has become an integral part of community planning and the creation of places that offer unique and memorable experiences to the public. Wayfinding improves circulation and directs visitor dollars where they have the most impact. Retail environments thrive when visitors can easily find their way there. Districts become popular destinations when a brand-supportive wayfinding system illuminates a clearly marked path for patrons.

The City Council authorized the establishment of a Wayfinding Program. The Wayfinding Steering Committee was assembled in October (2013) to work with staff to develop a wayfinding signage program that included a vision, goals and objectives and information on signage. We expected about 7 or 8 meetings of the committee, roughly monthly in order to accomplish the scheduled items. The checked items are the ones that have been completed as to date:

- ✓ Establish a Steering Committee.
  - ✓ Determine goals and objectives.
  - ✓ Identify entranceways & gateways.
  - ✓ Determine destinations: What places do people need to find?
  - ✓ Identify routes: What are the paths that people need to take?
  - ✓ Locate Decisions Points.
  - ✓ Develop sign inventory.
  - ✓ Determine design concepts.
- 1. Public Participation**
  - 2. Installation - # of signs and locations.**
  - 3. Provide costs & draft plan.**

The next scheduled item that needs to be accomplished is the “public participation” portion of the program. Deep Fried Creative Consultants have prepared detailed designs for each of the various sign types to be implemented. They have defined formats, type styles, colors, and material options. Deep Fried Creative has also prepared presentation materials to communicate these sign design concepts and styles to the public-at-large for evaluation and feedback purposes.

The Public Participation workshop is scheduled for **Tuesday, July 22, 2014 at 6:00 pm at the Senior Center** located in the Peterson Building. I encourage all City Council to attend the workshop in order to provide feedback on the design concept that would best represent the City of Washington. (end memo)

**LEGEND**



- Primary Gateway ..... ● (green)
- Secondary Gateway ..... ● (orange)
- Downtown Gateway ..... ● (red)
- Waterway Gateway ..... ● (blue)
- Destination Directional ..... ■ (green)
- Secondary Destination Directional ..... ■ (orange)
- Destination Identity ..... ★ (yellow)
- District Identity ..... ☆ (white)
- Parking Directional ..... ▲ (yellow)
- Pedestrian Kiosk ..... ▼ (blue)

CITY OF WASHINGTON, NC WAYFINDING SYSTEM CONCEPT



The Destination signage welcomes visitors with a bold and regal display. Contrast is designed for maximum clarity, day or night.

The Auto-Oriented Trailblazer sign is optimized for inbound highways to direct drivers to Primary Destinations. Parking signage is designed to be clear and concise for visitors, all the while remaining inconspicuous for residents.



CITY OF WASHINGTON, NC WAYFINDING SYSTEM CONCEPT 2

CITY OF WASHINGTON, NC WAYFINDING SYSTEM CONCEPT 2

CONCEPT 2



Concept 2 is a more contemporary design, meant to be cost and sleek, while remaining modern for years to come. The contrast visible signposts visibility for day or night with a color scheme consistent with the City of Washington brand. The dollar sign is intended to be sturdy and easy to effective, possibly constructed from a manufacturer component. The Washington branding will ensure creation of a consistent and clear wayfinding system throughout the city.



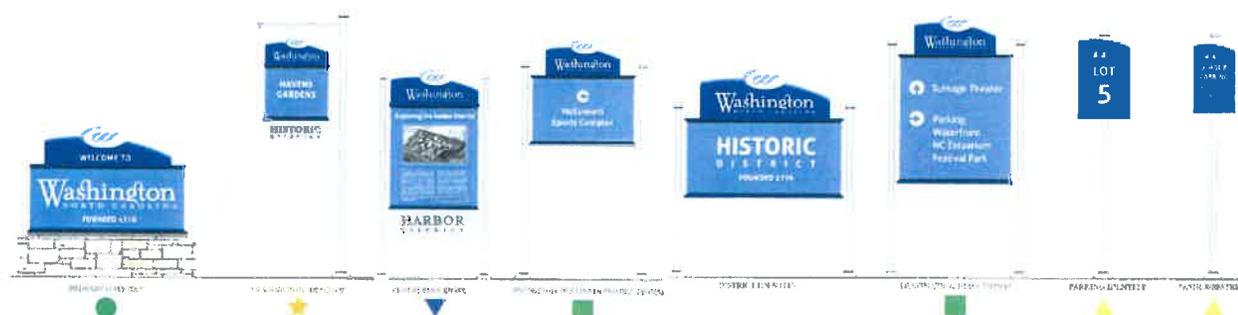
The typface of Concept 2 is bold and clear to maximize driver visibility while remaining pleasant. Our vision is to create signage that is both modern and elegant. Our goal is to make a pleasant design that will be regarded as beautiful and practical for drivers. We guarantee the modernity of Washington's future.



CITY OF WASHINGTON, NC WAYFINDING SYSTEM CONCEPT 3

CITY OF WASHINGTON, NC WAYFINDING SYSTEM CONCEPT 3

CONCEPT 3



An alternate modern design this concept features a dynamic asymmetrical shape to add extra character to the design. The concept features the signature font and font, while featuring classic qualities such as the same base of the primary wayfinding signs and a consistent color scheme with the city of Washington brand. This version features unique decisions.



Again, the asymmetrical design is consistent throughout all signage to ensure recognition by newcomers and familiar within the community. Destination and trailblazer signs feature the lighter blue more prominently for maximum legibility, day or night. The surface is clean and clear for optimum function, and the overall design and shape makes for a compelling form.



**MEMO – REPORTING OF REALLOCATION OF FUNDING FOR FY 2013/2014**

The following reallocations of funding between divisions within the General Fund, Water Fund, Sewer Fund, Solid Waste Fund, and Cemetery Fund have been approved by the City Manager in order to cover overspent department with inter-departmental funds, thus avoiding additional appropriations. Matt Rauschenbach will email Councilmembers detailed explanations of the funding reallocations.

**General Fund:**

- Increased Mayor’s Department by \$962
- Increased City Manager’s Department by \$19,735
- Increased Human Resources Department by \$6,735
- Increased Finance Department by \$5,663
- Increased Billing Department by \$5,300
- Increased Customer Service by \$18,665
- Increased Legal Services Department by \$10,000
- Increased Equipment Services Department by \$5,050
- Increased Street Lighting Department by \$5,000
- Increased Public Works Administration Department by \$2,190
- Increased Recreation Administration Department by \$3,100

- Increased Civic Center Department by \$7,316
- Increased Aquatic Center Department by \$5,475
- Increased Waterfront Docks Department by \$5,159
- Increased Outside Agency Department by \$4,400
- Increased Miscellaneous Department by \$11,000
- Decreased Police Department by \$78,791
- Decreased Fire Department by \$27,400
- Decreased Senior Programs by \$4,400
- Decreased Economic Development Department by \$5,159

**Water Fund:**

- Increased Public Works Administration Department by \$2,585
- Increased Water Maintenance Department by \$17,685
- Decreased Water Treatment Department by \$20,270

**Sewer Fund:**

- Increased Public Works Administration Department by \$2,610
- Decreased Contingency Department by \$2,610

**Solid Waste Fund:**

- Increased Debt Service Department by \$155
- Decreased Solid Waste Operations Department by \$155

**Cemetery Fund:**

- Increased Debt Service Department by \$10
- Decreased Cemetery Operations Department by \$10

**MEMO – REPORTING OF BAD DEBT WRITE-OFFS**

The following accounts have been written off in accordance with the City of Washington’s Policy for Write-off of Uncollectible Accounts Receivable.

<u>Category</u>	<u>Category Description</u>	<u>Criteria for Write-off</u>	<u>Total Write-off</u>
27	Miscellaneous G/F	> 5 years old	3,730.68
44	Electric Property Damage	> 5 years old	742.83
Utility	Utilities	>5 years old	71,482.11
EMS	EMS Charges	> 5 years old	<u>376,277.97</u>
	<b>Total</b>		<b>\$ 452,233.59</b>

Lot mowing, demolition, and assessment liens that were previously placed against properties remain in place with the hopes that if the property is ever sold, the City will collect proceeds from the sale to satisfy the debt.

The EMS write-offs are consistent with past performance. Our collections represent 72% and are consistent with the industry norm. Medicare and Medicaid pay 96% after contractual allowances, insurance 79%, and patients 11%. Our revenue has increased from \$350,000 to \$596,000/year since we

began using EMS Management Consultants for billing and collection in 2010. EMS write-offs will continue to be substantial in the future due to contractual allowances and expected collection rate.

Policy for Write-off of Uncollectible Accounts Receivable was adopted July, 18, 2011. City Manager, Brian Alligood explained the Medicare/Medicaid charges.

**REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: NONE**

**APPOINTMENTS: NONE**

**OLD BUSINESS:**

**ADOPT – BUDGET ORDINANCE AMENDMENT IN THE SEWER FUND (\$35,000)**

City Manager, Brian Alligood explained this amendment will allocate \$35,000 that is in the Technical Assistance Grant (TAG) grant we received from the State with no match to the City. This puts it in the budget as we have not initially allocated the money not being sure if we would receive the grant funding.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council adopted a budget ordinance amendment in the sewer fund for the Technical Assistance Grant with the NC Department of Environment and Natural Resources, Division of Water Infrastructure.

**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 Sewer Fund be increased in the amount of \$35,000 in the account TAG Grant, account number 32-90-3470-0000.

Section 2. That the following account number in the Sewer Fund Wastewater Maintenance department of the Sewer Fund appropriations budget be increased in the amount indicated to fund the evaluation funded by the TAG grant:

32-90-8210-0400	Professional Services	\$35,000
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 14<sup>th</sup> day of July, 2014.

**ATTEST:**

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

**s/Mac Hodges  
Mayor**

**AUTHORIZE – MANAGER TO EXECUTE AN OPTION AND GROUND LEASE WITH USCOC OF GREATER NORTH CAROLINA, LLC, FOR A PORTION OF THE LAND ASSOCIATED WITH THE WATER TOWER ON LINNIE PERRY ROAD**

City Manager, Brian Alligood explained this is a proposal lease agreement that USCOC, of Greater North Carolina, LLC, for a portion of the land associated with the Water Tower on Linnie Perry Road. Mr. Alligood voiced we followed the upset bid process on this because it was greater than 20 year's cumulative; therefore, we have to treat it like a sale. At the June 9, 2014 Council meeting, Council adopted a resolution authorizing a long term lease of this property. An advertisement was run for the upset bid process per NCGS 160A-269. There were no upset bid offers. Staff recommends moving forward with the execution of this agreement.

Mayor Pro tem Roberson commented to make sure it was not in Airport Approach Zone ~ we have had problems with close proximity to the Airport and there is an overlay zoning classification. Councilman Pitt inquired if this is a new company moving into our area and Mr. Alligood explained it was a contract for US Cellular. Councilman Mercer commented it is not a very large piece of property and if the cell tower would fall for some reason would there be any potential of damaging the water tank. Mr. Alligood explained the design uses a break point where if there was a failure it would break in the middle and collapse in on itself.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council authorized the manager to execute the attached Option and Ground Lease with USCOC of Greater North Carolina, LLC, for a portion of the land associated with the water tower located off of Linnie Perry Road.

**(copy attached)**

**ADOPT – BUDGET ORDINANCE AMENDMENT – KEYS LANDING CDBG GRANT CLAW BACK**

Brian Alligood explained this is a Budget Ordinance Amendment to the current budget to allow for the claw back provision through CDBG for Keys Landing at \$75,000 that was due July 1, 2014. Construction on three homes is in progress and a request was made to the Department of Community Assistance to allow a \$100,000 credit for two of the homes in order to offset the claw back since the homes have qualified applicants and are nearing completion. Per telephone conversations with the DCA it is anticipated that the request will be denied but we are waiting for an official response.

Mr. Alligood voiced that we are within a few weeks of closing those home and having them occupied. We will have forwarded a request to Department of Commerce requesting an extension. Our initial response from Department of Commerce was 'no' but they have agreed to run it a little higher up in their chain of command and our hope is that by that time we will have those homes occupied. As of this time, the City is on the hook July 1, 2014 for the \$75,000. Further, Mr. Alligood stated under the legally binding agreement with Metropolitan the City of Washington is to be made whole for that (\$75,000) at the end of the project.

Councilman Mercer inquired what is the time frame we have been given for the sale of the houses? Mr. Alligood stated staff has been told two weeks and the third home will be within the next six weeks.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adopted a Budget Ordinance Amendment to provide funding for the Keys Landing Subdivision CDBG Grant claw back.

**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 amount of \$75,000 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 2. That the following account number in the Miscellaneous department of the General Fund appropriations budget be increased in the amount indicated to pay the CDBG grant claw back for the Keys Landing project:

10-00-4400-5701	Miscellaneous Expense	\$75,000
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Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 14<sup>th</sup> Day of July, 2014.

**ATTEST:**

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

**s/Mac Hodges**  
Mayor

**ADOPT – RESOLUTION AUTHORIZING ADVERTISEMENT OF OFFER TO  
PURCHASE CERTAIN REAL PROPERTY LOCATED AT 126 NORTH MARKET  
STREET (“OLD CITY HALL”) (\$20,100)**

City Manager, Brian Alligood explained this request is a revision to the notice and resolution authorizing the advertisement of an offer to purchase 126 North Market Street. At our last Council meeting, there was a request by Council to add some language in the advertisement that there be some time frame attached to it and that there be a recapture clause. This language has been added and we had a conversation with the current bidder and he was ok with the language. The current bidder had a problem with the word “restore” in the language and we changed the language to “rehabilitate”. Also, the current bidder requested adding a paragraph and Council will find that on 7. a. viii.

Mr. Alligood explained we have a bid on the property that is stated on the resolution and the public notice and have received the required deposit.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council adopted the Resolution authorizing the advertisement of an offer to purchase certain real property located at 126 North Market Street, Washington, North Carolina also known as “Old City Hall” for the sum of \$20,100.

**RESOLUTION AUTHORIZING THE ADVERTISEMENT OF**

**AN OFFER TO PURCHASE CERTAIN REAL PROPERTY**

WHEREAS, the City Council of the City of Washington ("City") desires to dispose of certain surplus real property of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

1. The following described real property, having an address of 126 North Market Street(Old City Hall), has been declared to be surplus to the needs of the City.
2. The City Council has received an offer to purchase the property described above for the sum of twenty -thousand-one hundred dollars (\$20,100.00). Said offer, including additional terms, is available for public inspection in the office of the Purchasing Agent, 203 Grimes Road, Washington, NC 27889.
3. Any person desiring to submit an upset bid shall submit an upset bid within ten (10) days of the date the notice provided for herein is published. Any such upset bid shall raise the offer by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) and five percent (5%) of the remainder of said offer or any subsequent upset bid. Any person making an upset bid and any subsequent upset bid must deposit with the Purchasing Agent a sum equal to five percent (5%) of the upset bid or any subsequent upset bid by cash or check.
4. The City Council proposes to accept said offer, subject to the amendments stated herein, unless a qualifying upset bid shall be made.
5. The Purchasing Agent shall cause a notice of such offer, subject to the amendments stated herein, to be published in accordance with North Carolina General Statute § 160A-269.
6. If a qualifying upset bid is received, the Purchasing Agent is directed to re-advertise the offer at the increased upset bid amount and to continue with this process until a ten (10) day period has passed without receipt of a subsequent qualifying upset bid.
7. Any subsequent conveyance of the property described above shall be subject to the following.
  - a. The City shall prepare, and have final approval in its sole discretion of the form and substance of, the deed conveying the property to the ultimate purchaser. The deed shall contain certain restrictions, covenants, and conditions, in the City's sole discretion, including but not limited to the following.
    - i) The purchaser shall rehabilitate ("Rehabilitation"), and put to use, the structure located on the property within forty-eight (48) months.
    - ii) Among other things, the purchaser shall comply with the Zoning Ordinance for the City of Washington, North Carolina, including but not limited to those provisions governing the Historic District and Commission, and the Historic Preservation Commission design guidelines, as the same may be amended.

- iii) The purchaser shall submit an application for a Certificate of Appropriateness for the Rehabilitation to the Historic Preservation Commission within six (6) months of the date the deed is recorded.
- iv) The purchaser shall submit an application for a building permit and an application for any other approval or permit required for the Rehabilitation within three (3) months of the date the Certificate of Appropriateness is approved.
- v) The purchaser shall begin the Rehabilitation within six (6) months of the date the building permit is approved.
- vi) The purchaser shall complete the Rehabilitation and all work authorized by the Certificate of Appropriateness, building permit, and any other approval or permit required for the Rehabilitation within twenty-four (24) months of the date said work was begun.
- vii) During the timeframe outlined above, and until the Rehabilitation is complete and a certificate of occupancy is issued, the purchaser shall not permit, suffer, or allow any mortgage, loan or other lien whatsoever to be held by any mortgagee or other lienholder against the property and will not enter or be a party to any type of financing, transaction, or other relationship that would result in a lien against the property except for a construction loan approved by the City Manager that allows periodic withdrawals based upon completion of the work in furtherance of the Rehabilitation as well as the Certificate of Appropriateness, building permit and any other approval or permit required for the Rehabilitation.
- viii) Repairs that would require a “Minor Works COA” or repairs to stabilize or protect the building that do not require a COA, but would require a building permit, may be made after securing the appropriate permits and may be done in parallel with the overall schedule outlined herein and shall not cause an acceleration of the overall schedule
- ix) A reversionary clause that allows the City, in its sole discretion, to compel the purchaser to sell the property back to the City if the purchaser fails to satisfy and comply with any restriction, covenant, or condition of the deed. If the City exercises the reversionary clause and elects to repurchase the property, the repurchase price shall be the original purchase price paid by the purchaser to the City plus any verified and documented amount that has been drawn down by the purchaser on any construction loan authorized by the City Manager and utilized in furtherance of the Rehabilitation.

8. Notwithstanding anything herein to the contrary, the City, in its discretion and without recourse from any individual making an offer or any subsequent qualifying upset bid (new offer), reserves

the right to reject any and all offers as well as upset bids and to cancel this upset bid process at any time.

Adopted this 14<sup>th</sup> day of July, 2014.

ATTEST:

s/Cynthia S. Bennett,  
City Clerk

s/Mac Hodges  
Mayor

**NEW BUSINESS**

**ADOPT – NOTICE OF LIMITATIONS OF USE AND RESTRICTIONS AND LETTER OF COMMITMENT (LIGHTHOUSE RESTROOMS)**

Brian Alligood stated the request is for the Declaration of Restrictive Covenants and Notice of Limitations of use and Restrictions for the Lighthouse Restrooms and Boaters Facilities as required by the CAMA Public Access Grant. There is also a letter of commitment of use for the facilities as required by the N.C. Division of Marine Fisheries.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council adopted the Declaration of Restrictive Covenants and Notice of Limitations of Use and Restrictions for the Lighthouse Restrooms and Boaters Facilities as required by the N.C. Department of Environment and Natural Resources and the Division of Coastal Management.

By motion of Mayor Pro tem Roberson, seconded by Councilman Mercer, Council adopted the Letter of Commitment of use for the Lighthouse Restrooms and Boaters Facilities as required by the N.C. Division of Marine Fisheries.

**(copy attached)**

**ADOPT – DECLARATION OF OFFICIAL INTENT TO REIMBURSE FOR FY 2014-2015 INSTALLMENT PURCHASES**

Brian Alligood, City Manager explained there are financial installments budgeted in this fiscal year with the projects included of which all are electric related.

This declaration authorizes the City to reimburse itself for Council approved expenditures prior to the issuance of debt. Councilman Mercer inquired prior to doing any of the projects will Council have an opportunity to review and approve and Mr. Alligood explained anything that is greater than \$20,000 will come back to Council for approval. Councilman Mercer expressed his concerns.

By motion of Councilman Pitt, seconded by Councilman Beeman, Council adopted a Declaration of Official Intent to Reimburse for Fiscal Year 2014/2015 installment purchase expenditures incurred prior to the issuance of debt.

**DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

This declaration (the “Declaration”) is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of the City of Washington, North Carolina (the “Issuer”) with respect to the matters contained herein.

1. **Expenditures to be Incurred.** The issuer anticipates incurring expenditures (the “Expenditures”) for budgeted installment purchases (the “Projects”).
2. **Plan of Finance.** The issuer intends to finance the costs of the Projects with the proceeds of debt to be issued by the Issuer (the “Borrowing”), the interest on which is to be excluded from gross income for Federal income tax purposes.
3. **Maximum Principal Amount of Debt to be Issued.** The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Projects is \$1,175,000.
4. **Declaration of Official Intent to Reimburse.** The issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

Adopted this the 14<sup>th</sup> day of July, 2014

**ATTEST:**

s/ Cynthia S. Bennett  
City Clerk

s/Mac Hodges  
Mayor

**Electric Fund installment Purchases**

<b>Division</b>	<b>Description</b>	<b>\$</b>
Substation Maintenance	Main Substation 12 kV feeder exit rebuild	250,000
Power Line Construction	Hwy 32 N rebuild	325,000
Power Line Construction	2 <sup>nd</sup> St. & 5 <sup>th</sup> St. feeder rebuild	300,000
Power Line Construction	Vehicle #617, 4x4 line truck	230,000
Power Line Construction	Vehicle #613, 4x4 dually diesel w/ life gate	50,000
Power Line Construction	Portable air compressor	<u>20,000</u>
	<b>Total</b>	<b>\$1,175,000</b>

**AUTHORIZE – CITY MANAGER TO WORK WITH THE TOWN OF WASHINGTON PARK AND THE COUNTY OF BEAUFORT ON A JOINT LETTER TO THE NC WILDLIFE COMMISSION FOR A “NO WAKE ZONE” DESIGNATION**

Mr. Alligood reviewed the request from Mayor Ritcher with the Town of Washington Park and voiced they are seeking a joint letter from the City of Washington and the County of Beaufort of support for a “No Wake Zone” designation.

Mayor Pro tem Roberson expressed the NC Wildlife Commission will be in opposition voicing we have traveled this road before. The NC Wildlife Commission have suggested that they are under staff to monitor boats coming in and out of Washington Park.

By motion of Mayor Pro tem Roberson, seconded by Councilman Doug Mercer, Council authorized the City Manager to work with the Town of Washington Park and the County of Beaufort on a joint letter to the NC Wildlife Commission requesting a “no wake zone” designation at the mouth of Runyon Creek generally from Worthy Point to the railroad bridge crossing Runyon Creek.

*Gentlemen:*

*This joint letter from the Town of Washington Park, the City of Washington, and the County of Beaufort is a request for the designation of a “No Wake Zone” at the mouth of Runyon Creek at/near the Hwy 32 bridge as it crosses Runyon Creek.*

*An attached aerial photo shows the area we are concerned about. Two parks line both sides of Runyon Creek immediately to the south of the Highway 32 bridge. Two marinas are adjacent to the bridge on the north side. Traffic is heavy under the bridge at the marinas. Sightlines are restricted by the bridge structure. Speed, wakes, and safety concerns make a “No Wake Zone” appropriate to consider for boaters and non-boaters alike. We ask that the Wildlife Commission undertake an evaluation of a “No Wake Zone” designation from the southwest corner of Washington Park (Worth Point” to a point north of the marinas on the north side of the Highway 32 Bridge...a railroad bridge about 90 yards north would be a logical and plainly visible boundary; it would ‘cover’ both marinas.*

*The aerial shows the busy use of this area long both east and west shores of Runyon Creek both north and south of the Highway 32 bridge. Immediately north of the Highway 32 bridge, on the west side, there is a heavily used City boat launch (2 lanes) with parking for 60 boats/cars. On the east side of Runyon Creek lies a private 25 slip marina w/launch lane and dry storage for 30 more boats.*

*South and west of the bridge, fronting on Runyon Creek and the Pamlico River is ‘Havens Gardens’, the most heavily used Park in the City outside the downtown waterfront.*

*South of the 32 Bridge, on the east side of Runyon Creek is the Town of Washington Park’s most used waterfront park.*

*Representatives from the County, the City, and the Town would welcome the chance to meet with Wildlife Commission staff in an initial exploratory discussion of the process of, and the impacts of, a “No Wake Zone” designation.*

**AUTHORIZE – CITY MANAGER TO EXECUTE THE UNC SCHOOL OF GOVERNMENT DEVELOPMENT FINANCE INITIATIVE AGREEMENT**

Brian Alligood explained the request is for the City Manager to execute a letter of agreement with the UNC School of Government Development Finance Initiative Group. Mr. Alligood stated that as part of its mission, the UNC School of Government (SOG) provides services to local governments. Development Finance Initiative (DFI), as a program of the SOG, enables local governments to accomplish their community and economic development goals by providing specialized finance and development expertise in connection with the educational mission of SOG. DFI will provide pre-development services to the City for a downtown revitalization project as outlined in the agreement. The initial cost of the service is \$25,000. A second contingent fee of 1% of the projected project costs is payable to DFI from the developer once a development project agreement is executed. Mr. Alligood voiced that the Beaufort County Committee of 100 has agreed to advance “a \$25,000 loan to the City for three years, a portion or all of which may be forgiven, if a substantial development results in the new investment and the creation of jobs in Beaufort County.” The project is initially \$40,000 but they discount it through some of their funding sources.

By motion of Mayor Pro tem Roberson, seconded by Councilman Beeman, Council authorized the City Manager to execute the attached letter of agreement with the UNC School of Government

Development Finance Initiative to provide pre-development services for a downtown revitalization project as outline in the agreement.

### AGREEMENT

This is an agreement (“Agreement”) between the City of Washington, North Carolina (the “City”), and the University of North Carolina at Chapel Hill for its School of Government (“SOG”) for services provided by the SOG’s Development Finance Initiative (“DFI”).

As part of its mission, the SOG provides services to local governments. DFI, as a program of SOG, enables local governments and their partners to accomplish their community and economic development goals by providing specialized finance and development expertise in connection with the educational mission SOG.

This Agreement will outline the pre-development services that DFI will provide to the City on its Downtown Revitalization Project (“Project”).

1. Scope of Services. DFI will provide the following pre-development services in the City in preparing the Project site for revitalization:
  - a) visit and tour project sites, define Project Area
  - b) review existing studies/reports/plans for Project, as available, including county tax records of values for parcels of land within Project Area;
  - c) advise the City on site control strategy and terms;
  - d) evaluate redevelopment potential including market feasibility and demand for different land uses within Project including accommodation, residential, retail, office, public/private parking, etc. (“feasibility analysis”);
  - e) develop preliminary program and real estate development pro forms;
  - f) evaluate and advise on potential district designations (Urban Redevelopment Area, Municipal Service District, Special Assessment area, etc.) that would best facilitate the City’s goals for Project Area;
  - g) evaluate options for financing and structuring public-private partnerships, including use of development finance tools (TIF, synthetic TIF, tax credits, etc.);
  - h) initiate process of site plan review (zoning, densities, uses, etc.) for the property or properties (“Property”) on which Project will occur;
  - i) develop Request(s) for Proposals (“RFP”) for Project, identify potential developers, carry out due-diligence and support City officials in development partner(s) selection process;
  - j) support City in negotiation of development agreement(s);
  - k) throughout the process, advise local officials on redevelopment potential, finance and structuring options, potential development partners and strategies to attract private investment into Project (with minimal public investment)

The scope of services described in this section of the Agreement will hereinafter be referred to as the “Services.” The Services expressly do not include activities described in Article 1 of North Carolina General Statutes Chapter 93A which require a licensed broker to perform.

2. Term. Services outline in this Agreement will commence on August 1, 2014 and will terminate upon execution of Development Services Agreement with a third party for development of Project (12-18 month estimate), except as otherwise provided in Section 6

of the Agreement, “Modification, Extension or Termination.” In any event, unless terminated earlier under another provision herein, this Agreement shall terminate on December 31, 2016.

3. Deliverables. Deliverable include reports and other documentation of options and recommendations relating to financing development in Project Area including district designation, finance tools (timing/phasing), program plan for site, RFP/marketing materials for developers, due diligence on potential development partners, recommendation for development partner, support in negotiating development Agreement with private partner. SOG reserves the right, at no cost to SOG, to use the results of all Services and all Deliverables for its teaching research and publication purposes. SOG makes no representations or warranties as to the effectiveness or potential success of any of the Services or Deliverables. All risk of implementation of any recommendations contained in the Deliverables shall rest solely with the City. SOG shall not be liable for any direct, consequential or other damages suffered by the City or any others resulting from the City’s implementation of the Deliverables.
  
4. Fees and Payment Schedule. DFI’s fee for the Services shall be paid in two parts. The initial fee for DFI’s set of predevelopment services is \$40,000. In order to minimize the cost to City, DFI will provide \$15,000 in funds from our partners, available to support projects in Tier 1 and II counties. **The City’s portion of fee will be \$25,000** (the “City Payment”). The City Payment shall be due and payable upon receipt of the SOG invoices in accordance to the following schedule:

\$10,000 on October 31, 2014  
 \$15,000 on January 31, 2015

The second portion of the fee (the “Contingent Fee”) shall be contingent upon the execution of an agreement (the “Development Services Agreement”) between the City and a third party (the “Developer”) regarding the responsibilities of either the City or the Developer regarding any aspect of the development of the Project or any portion thereof. The Contingent Fee shall be an amount equal to 1% of the total projected costs of development of the Project, as further describe below. The 1% fee shall be paid from the Developer to DFI.

In consideration of the Services provided to City by DFI pursuant to this Agreement and the “at risk” nature of the Contingent Fee, the City agrees to make execution of the Development Services Agreement and the payment of the Contingent Fee by the Developer to DFI a condition of any conveyance or lease of the Property to the Developer, and furthermore the City agrees to insert into any request or proposals or other solicitations regarding development of the Project the following clause (or a substantially similar clause as mutually agreed upon by City and DFI):

“The conveyance or lease of the property described herein (the “Property”) to the successful bidder and it’s successors and assigns (the “Developer”) shall be conditioned upon the execution of an agreement (“Development Services Agreement”) between the City and the Developer pertaining to the responsibilities of either the City or the Developer, or both,

regarding any aspect of the development of the Property or any portion thereof (the “Project”). As part of the Development Services Agreement, the Developer shall agree to pay a fee to the City’s consultant (“DFI”) and its successors and assigns for predevelopment services provided to the City. The fee shall be an amount equal to 1% of the total costs of development of the as calculated by the Developer in the most recent versions(s) of pro forma and other financial projections (the “Developer Financials”) prepared by the Developer and delivered to lenders and/or investors prior to the execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Contingent Fee. The Contingent Fee shall be due and payable in full to DFI no later than 30 days following execution of the Development Services Agreement. An alternative payment schedule for payment of the Contingent Fee to DFI may be developed as mutually agreed in writing by Developer and DFI; by way of illustration only, such schedule of payments could be tied to the receipt of any developer fees by Developer. Developer’s obligation to pay Contingent Fee shall not be assignable by Developer to any other entity, nor shall any assignment relieve Developer of its obligation to pay Contingent Fee, except upon written consent of DFI.”

5. Fees and Payment Schedule. DFI’s fee for the Services shall be paid in two parts. The initial fee for DFI’s set of predevelopment services is \$40,000. In order to minimize the cost to City, DFI will provide \$15,000 in funds from our partners, available to support projects in Tier 1 and II counties. **The City’s portion of fee will be \$25,000** (the “City Payment”). The City Payment shall be due and payable upon receipt of the SOG invoices in accordance to the following schedule:

Brian M. Alligood  
City Manager  
City of Washington  
PO Box 1988  
Washington, NC 27889  
Office: (252) 975-9319  
Fax: (252) 974-6461  
Email: [balligood@washingtonnc.gov](mailto:balligood@washingtonnc.gov)

Christy Rauli  
Senior Analyst  
UNC School of Government  
Knapp-Sanders Bldg. Campus Box 3330  
Chapel Hill, NC 27599-3330  
Phone: 919-843-7736  
Fax: 919-962-2706  
Email: [raulli@sog.unc.edu](mailto:raulli@sog.unc.edu)

6. Modification, Extension or Termination. This Agreement represents the entire agreement between the parties. It may be modified, extended or terminated by mutual written consent of the parties. Either party may terminate this Agreement for failure of a party to perform a party’s obligation provided the non performing party is given written notice of the failure and a reasonable opportunity to cure the failure.
7. Execution of Agreement. This Agreement has been duly executed by the parties hereto as evidenced by each hand here unto set on the date shown thereby.
8. Independent Contractors. The relationship of the City and SOG established by this Agreement is that of independent contractors, and nothing contained in this Agreement will

be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) allow a party to create or assume any obligation on behalf of the other party for any purpose whatsoever. It is agreed to by the parties that, in performing its respective obligations under this Agreement, each party is at all times performing such services and obligations as an independent party and not as an agent or employee of the other party. Personnel of a party shall not be considered an employee or agent of the other party nor shall such personnel be entitled to any employee benefits including, without limitation, vacation pay, leave, retirement benefits, social security, workers compensation, disability, or unemployment benefits that may be provided to the other party’s employees. Each party shall be exclusively responsible for compensating its personnel and subcontractors and paying all taxes, withholding payments and any other fees or payments related to its personnel and subcontractors.

- 9. Waivers. No failure or delay by either party in exercising any right, power or remedy hereunder shall operate as a waiver of any subsequent exercise of such right, power or remedy. It is agreed that any remedies provided in this Agreement shall be cumulative and shall not be exclusive of any other remedies available hereunder or thereunder, or at law or in equity.
- 10. Force Majeure. SOG shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond SOG’s control, or by reason of any of the following: acts of God, acts or threats of terrorism, civil disorders, severely inclement weather, disease, accidents, failure of utilities, failure of any required governmental approval, or similar occurrences.
- 11. Retention of Intellectual Property. It is expressly agreed that neither SOG nor the City transfers by operation of this Agreement or shall transfer by operation of this Agreement to the other party any patent right or copyright right either party now owns in the performance of this Agreement.
- 12. Advertising. The City shall not use the existence of this Agreement or the name, logo, images or trademarks of the University of North Carolina at Chapel Hill, or any of its constituent schools or departments, as a part of any marketing or commercial advertising without prior written approval of SOG.
- 13. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

s/Brian M. Alligood  
City Manager

s/Michael R. Smith, Dean  
UNC-CH

s/Matthew M. Fajack  
Vice Chancellor  
Finance & Administration

**ANY OTHER ITEMS FROM CITY MANAGER: NONE –**

**ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL  
UPCOMING EVENTS**

- Shred & Protect Day – Councilman Pitt
- Hosted District 6 – Softball Tournament – Councilman Beeman (great job from Public Works and Parks and Recreation; very smooth operation)
- First Responders Day – Councilman Mercer – Fabulous event and we owe Al Powell a real vote of appreciation

**DISCUSSION – FORMAT OF SECOND MEETING OF THE MONTH**

Councilman Mercer voiced he had requested how Council should conduct the second meeting of the month and whether we are locked into the agenda set forth in the charter. Mr. Alligood stated it is the recommendation from staff that we follow the same procedure for the second meeting of the month as we follow for the first meeting of the month noting the charter only covers the first meeting of the month. Mayor Pro tem Roberson voiced that is what we should be doing. Mr. Alligood explained by statute we are required to have public comments during at-least one meeting of the month so Council will need to decide if you want public comments at both meetings.

By motion of Councilman Mercer, seconded by Mayor Pro tem Roberson, Council agreed that Council follow the order of business that is set forth in sect. 2-33 in the City ordinances.

**DISCUSSION – REVISED- COUNCIL OPERATING/APPROVAL POLICY**

Councilman Mercer addressed the discussion regarding the operating policy that was adopted in April.

By motion of Councilman Mercer, seconded by Councilman Beeman, Council adopted the following Council Operating Policy – Council will take no action on a request presented during a regular or called meeting unless the item is included in the scheduled Old or New Business section of the approved agenda. Items presented during the Scheduled Public Appearance or Public Comment portion of the agenda will not be acted upon until the next regularly scheduled meeting of the Council, unless four affirmative votes of the Council approve an action at the time of presentation.

**CLOSED SESSION – UNDER NCGS § 143-318.11(A)(1) DISCLOSURE OF CONFIDENTIAL INFORMATION AND 143-318.10(E) THE PUBLIC RECORDS ACT, AND NCGS § 143-318.11(A)(6) PERSONNEL**

By motion of Councilman Pitt, seconded by Councilman Beeman, Council agreed to enter into closed session under NCGS § 143-318.11(a)(1) Disclosure of confidential information and 143-318.10(e) the public records act, and NCGS § 143-318.11(a)(6) personnel at 6:20 pm.

By motion of Councilman Pitt, seconded by Councilman Mercer, Council agreed to come out of closed session at 6:48pm.

**ADJOURN**

By motion of Councilman Pitt, seconded by Councilman Brooks, Council adjourned the meeting at 6:48 pm until July 28, 2014 at 5:30pm in the Council Chambers at the Municipal Building.

(Subject to the Approval of the City Council)

Cynthia S. Bennett, CMC  
City Clerk



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director/C.F.O.  
**Date:** July 28, 2014  
**Subject:** Purchase Orders > \$20,000 Approval  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

### RECOMMENDATION:

I move that City Council approve the attached requisitions.

### BACKGROUND AND FINDINGS:

Requisition # 14875, \$21,849, to Ilderton Dodge (State contract) for passenger van to replace vehicle #552, account 30-90-8100-7400.

Requisition # 14877, \$51,042, to Old Dominion Brush Co. for 2 leaf vacuums, account 38-90-4710-7400.

Requisition # 14870, \$51,887.61, to Piedmont Truck Center (State contract) for a F750 truck to replace vehicle #454, account 10-20-4510-7400.

Requisition # 9203, \$24,625, to Power Secure for 2014/2015 peak shaving generator maintenance, account 35-90-8370-4500.

### PREVIOUS LEGISLATIVE ACTION

2014-2015 adopted budget and amended budget.

### FISCAL IMPACT

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  
 No Fiscal Impact

### SUPPORTING DOCUMENTS

Requisitions

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** Concur 2/23/14 July 28, 2014 Recommend Denial \_\_\_\_\_ No Recommendation

# Requisition Form

City Of Washington  
P.O BOX 1988  
WASHINGTON, NC 27889

Requisition #:14875  
PO #: Not Assigned  
User Name: Mike RJ

Date: 07/17/2014

Approved By:  
Approved Code: Awaiting Final Approval  
Total Amount: \$21,849.00

ILDERTON DODGE  
PO BOX 350  
HIGH POINT, NC 27260

Ship To:  
CITY OF WASHINGTON WAREHOUSE  
203 GRIMES ROAD  
WASHINGTON, NC 27889

Vendor Instructions: Water Treatment Plant, Mike Whaley, 252-975-9308. Replaces Vehicle # 552. Attn: Mike Collins

Quantity	Description	Job Number	Unit Price	Extended
1	Dodge Journey/JCDE49/SXT/28E Crossover from Site Contract #070G, Item #3. A) Color: White, B) Color interior: blue or gray, C) Freight included, D) Title to: City of Washington, PO Box 1988, Washington, NC 27889. Vehicle to be delivered to the City of Washington.		\$21,849.00	\$21,849.00
<b>Sub Total</b>				<b>\$21,849.00</b>
<b>Total Tax</b>				<b>\$0.00</b>
<b>Total</b>				<b>\$21,849.00</b>

Account Number	Account Description	Amount
30-90-8100-7400	CAPITAL OUTLAY	\$21,849.00
<b>Total</b>		<b>\$21,849.00</b>

### Approval List

Dept Level Approval: _____
Department Head: _____
PO Level Approval: _____
Purchase Order Prep: _____

# Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:14877

PO #: Not Assigned

User Name: Stephanie Edwards

Date: 07/17/2014

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$51,042.00

Ship To:

CITY OF WASHINGTON WAREHOUSE (PW)

203 GRIMES ROAD

WASHINGTON, NC 27889

OLD DOMINION BRUSH CO.

5118 GLEN ALDEN DRIVE

RICHMOND, VA 23231

Vendor Instructions: PUBLIC WORKS DEPT.

ATTN: CARL BREWSTER

FOB - WASHINGTON N.C. PLANT YARD

Quantity	Description	Job Number	Unit Price	Extended
2	ODB LCT 600 VACUUM LEAF LOADERS - BELT DRIVEN W/JOHN DEERE 4045T 74 HP TURBO DIESEL ENGINE		\$24,921.00	\$49,842.00
2	OPTION OF YELLOW PAINT - EQUIPMENT YELLOW		\$600.00	\$1,200.00
			<b>Sub Total</b>	<b>\$51,042.00</b>
			<b>Total Tax</b>	<b>\$0.00</b>
			<b>Total</b>	<b>\$51,042.00</b>

Account Number	Account Description	Amount	
38-90-4710-7400	CAPITAL OUTLAY	\$51,042.00	
		<b>Total</b>	<b>\$51,042.00</b>

## Approval List

Dept Level Approval: \_\_\_\_\_

Department Head: \_\_\_\_\_

PO Level Approval: \_\_\_\_\_

Purchase Order Prep: \_\_\_\_\_

# Requisition Form

City Of Washington

P.O BOX 1988

WASHINGTON, NC 27889

Requisition #:14870

PO #: Not Assigned

User Name: Mike RJ

Date: 07/16/2014

Approved By:

Approved Code: Awaiting Final Approval

Total Amount: \$51,887.61

Ship To:

CITY OF WASHINGTON WAREHOUSE

203 GRIMES ROAD

WASHINGTON, NC 27889

PIEDMONT TRUCK CENTER

412 S. REGIONAL ROAD

GREENSBORO, NC 27409

Vendor Instructions:For Frankie Buck, Mike Whaley, 252-975-9308. Replaces Vehicle #454. Attn: Spencer Wood

Quantity	Description	Job Number	Unit Price	Extended
1	F750 / F7F Cab and Chassis Ford Truck from State Contract #070G, Item #72 less \$475.00 for hydraulic brakes veresus air brakes. A) Color: White, B) Color interior: blue or gray vinyl, C) Freight included, D) Title to: City of Washington, PO Box 1988, Washington, NC 27889.		\$51,887.61	\$51,887.61
<b>Sub Total</b>				<b>\$51,887.61</b>
<b>Total Tax</b>				<b>\$0.00</b>
<b>Total</b>				<b>\$51,887.61</b>

Account Number	Account Description	Amount
10-20-4510-7400	CAPITAL OUTLAY	\$51,887.61
<b>Total</b>		<b>\$51,887.61</b>

## Approval List

Dept Level Approval: _____
Department Head: _____
PO Level Approval: _____
Purchase Order Prep: _____

City Of Washington  
 P.O BOX 1988  
 WASHINGTON, NC 27889

Issued To: 9203  
 POWER SECURE, INC.  
 1609 HERITAGE COMMERCE CT  
 WAKE FOREST NC 27587  
 FOB : SHIPPING POINT

Phone: (252) 975-9301  
 Fax: (252) 946-1965

Date: 07/16/14  
 Required: 07/14/14  
 Ship Via: Best Method  
 Ship To: CITY OF WASHINGTON WAREHOUSE (ELEC  
 203 GRIMES ROAD  
 WASHINGTON NC 27889  
 Terms: Net 30

Special Instructions: ELECTRIC DEPT, ED PRUDEN 252-975-9365  
 QUOTE DATED 2/5/2014  
 NESHAP MAINTENANCE / MONITORING

Quantity	UOM	Asset	Item Description	Unit Price	Extended
600	EA		WWTP GENERATOR 600 KW	\$2.4000	\$1,440.00
500	EA		CAMFILL FARR GENERATOR 500 KW	\$2.8000	\$1,400.00
1250	EA		PAS GENERATOR 1250 GENERATOR	\$2.2000	\$2,750.00
1250	EA		IMPRESSIONS GENERATOR 1250 KW	\$2.2000	\$2,750.00
1250	EA		RWTP GENERATOR 1250 KW	\$2.2000	\$2,750.00
750	EA		CMW GENERATOR 750 KW	\$2.4000	\$1,800.00
300	EA		PIGGLY WIGGLY GENERATOR 300 KW	\$3.2000	\$960.00
1250	EA		STANADYNE #1 GENERATOR 1250 KW	\$2.2000	\$2,750.00
1250	EA		STANADYNE #2 GENERATOR 1250 KW	\$2.2000	\$2,750.00
600	EA		STANADYNE #3 GENERATOR 600 KW	\$2.4000	\$1,440.00
350	EA		WEIR VALVES GENERATOR 350 KW	\$3.1000	\$1,085.00
1250	EA		INDUSTRIAL PARK GENERATOR 1250 KW	\$2.2000	\$2,750.00
				<b>Sub Total</b>	<b>\$24,625.00</b>
				<b>Total Tax</b>	<b>\$0.00</b>
				<b>Total</b>	<b>\$24,625.00</b>

\*\*\* CONTINUED NEXT PAGE \*\*\*

Received By: \_\_\_\_\_

July 28, 2014  
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Date Received: \_\_\_\_\_

City Of Washington  
P.O BOX 1988  
WASHINGTON, NC 27889

Date: 07/16/14  
Required: 07/14/14  
Ship Via: Best Method  
Ship To:  
CITY OF WASHINGTON WAREHOUSE (ELEC  
203 GRIMES ROAD  
WASHINGTON NC 27889  
Terms: Net 30

Issued To: 9203

Phone: (252) 975-9301  
Fax: (252) 946-1965

POWER SECURE, INC.  
1609 HERITAGE COMMERCE CT

WAKE FOREST NC 27587  
FOB : SHIPPING POINT

Account Number	Type	Account Description	Amount
35-90-8370-4500	E	CONTRACTS	\$24,625.00
<b>Total</b>			<b>\$24,625.00</b>



Finance Officer

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Purchasing Agent

THIS DOCUMENT IS GOVERNED BY THE PROVISIONS OF NCGS, CHAPTER 25 UNIFORM COMMERCIAL CODE ARTICLE 2, SALES.

Received By: \_\_\_\_\_

July 28, 2014  
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Date Received: \_\_\_\_\_

Date: July 21, 2014

To: City Council of Washington, NC

From Optimist Club of Washington – Patty Peebles, President

Reference: League Agreement for City of Washington Recreation Dept.

The Optimist Club respectfully requests that the amount of registration as stated in the City of Washington League Agreement be amended. We would like for the amount to be raised from \$25 to \$30 per player.

Over the past few years expenses for running the Soccer program have increased. The cost of shirts, insurance (liability and medical), referees, scholarships, equipment, credit card fees and running complete background checks on coaches and team managers has increased.

Our analysis where we initially came up with the \$25 fee in 2012 showed the cost of \$50.17 per player in our soccer program. With the fundraiser and sponsors revenue the \$25 fee allowed us to break even. Our budget for 2014 shows the total cost per player at \$62.59. With our planned fundraiser and sponsor revenue we show that we need to charge the players \$33 to break even. With adjustments to our expenses we will be able to end up close to even in our program by charging \$30 per player.

Our revenue for the program comes from team sponsors and a league fundraiser. In the past the fundraiser and sponsors allowed us to come close to breaking even each year. It has been a struggle to get sponsors for all the teams and the Optimist Club sponsors the additional teams. In the Fall 2013 we had 45 teams and approximately 560 children in the soccer program.

This information does not include the Castle Soccer program. We sponsor this soccer league along with several area Mason Lodges at no charge for children with special needs.

<u>BUDGET</u>	<u>League of</u>	
<u>Fall Soccer 2012</u>	<u>Per Player</u>	<u>500</u>
<b>TOTAL COST</b>	\$ 50.17	\$ 28,530
INCOME Sponsor	\$ 16.00	\$ 8,000
Fundraiser	\$ 12.00	\$ 6,000
<b>TOTAL INCOME</b>	\$ 28.00	\$ 14,000
<b>TOTAL TO CHARGE PLAYERS</b>	\$ 22.17	\$14,530

<u>BUDGET</u>	<u>League of</u>	
<u>Fall Soccer 2014</u>	<u>Per Player</u>	<u>560</u>
<b>TOTAL COST</b>	\$ 62.59	\$ 35,052
INCOME Sponsor	\$ 15.82	\$ 8,860
Fundraiser	\$ 13.57	\$ 7,600
<b>TOTAL INCOME</b>	\$ 29.39	\$ 16,460
<b>TOTAL TO CHARGE PLAYERS</b>	\$ 33.20	\$18,592

**Recreational Sport Program Agreement**  
**City of Washington**  
**Parks and Recreation Division**

**THIS AGREEMENT** is made and entered into by and between \_\_\_\_\_ (hereinafter “Sport Program”) and the City of Washington Parks and Recreation Division (hereinafter “City”).

**WITNESSETH**

**WHEREAS**, the Sport Program and the City share the vision and goal of providing a fun, learning, competitive and safe environment for recreational sport programs. This Agreement establishes the criteria and conditions under which the Sport Program may utilize the City’s recreational facilities and outlines the respective responsibilities of the Sport Program and the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements below, the receipt and legal sufficiency of which consideration are hereby acknowledged, the parties do hereby agree as follows.

- I. The Sport Program shall perform the following obligations.
  - A. Unless affiliated with a school or church, be governed by a nonprofit corporate entity registered with the North Carolina Department of the Secretary of State and observe those generally accepted and legally required corporate formalities that are necessary to maintain said registration and its nonprofit status.
  - B. Keep and maintain in full force and effect the following insurance coverages:
    - 1) general liability insurance with coverage at a minimum of \$1 million per occurrence as well as \$1 million aggregate and
    - 2) accident insurance coverage.The general liability insurance policy shall list the City of Washington as additional insured and all such policies shall provide that they are not subject to cancellation or reduction in coverage except after thirty (30) days written notice to the City. The Sport Program shall deliver to the City certificates of insurance for all insurance policies required hereunder. The Sport Program shall, within a reasonable time prior to the expiration of any such policies, furnish the City with certificates of insurance evidencing renewal thereof.
  - C. Require all participants to execute a full release, hold harmless, and indemnification agreement that includes a release of the City.
  - D. The City desires for participation in recreational sport programs that utilize City recreational facilities to be as accessible and affordable for the general public as possible, while recognizing that Sport Program may need to charge a participation fee to offset some of the Sport Program’s costs and expenses that are not covered by sponsorships and other fundraising efforts. In furtherance of the above accessibility and affordability goals, the City shall not charge a fee to Sport

Program for utilization of the City's recreational facilities so long as Sport Program shares these goals and partners with the City by offering its program to the general public and charging a participation or registration fee of \$25.00 or less per participant. If Sport Program does not offer its program to the general public or charges a participation or registration fee of more than \$25.00 per participant, Sport Program shall be responsible for and pay to the City any and all fees applicable to it in accordance with the schedule of fees established by the City Council and maintained by the City.

- E. If Sport Program operates a league or conducts an identifiable season, it shall obtain advance approval from the City for the period of the calendar year during which the league will operate or the season will occur as well as obtain advance approval from the City for all practice, practice game, and game schedules two (2) weeks prior to the respective start dates in order to establish priority. All such approvals shall be attached as an amendment hereto and incorporated herein by reference without the necessity of a written amendment hereof. Any other request from Sport Program to utilize the City's recreational facilities shall be administered in the discretion of the City.
- F. Obtain advance approval from the City for any physical improvement made by Sport Program to the City's facilities.
- G. Follow the "modified, Sport Program" Outdoor Special Events Policy as may be amended, which is incorporated herein by reference, when scheduling preseason as well as post season tournaments and events.
- H. Operate any concession stand facility in accordance with the policies established by the City as may be amended, which are incorporated herein by reference. The Sport Program shall be solely responsible for, among other things, staffing workers and maintaining an inventory of products sold and to be sold. The Sport Program shall also be solely responsible for performing any maintenance and repairs that may be needed to equipment purchased by the Sport Program, or equipment given to the Sport Program by the City, for use in any concession stand facility operated by the Sport Program.
- I. The Sport Program may utilize certain equipment furnished to the Sport Program by the City. The Sport Program shall be responsible for the repair and replacement of any such equipment that is required as a result of damage caused by accident, misuse, or negligence on the part of the Sport Program, its participants, or spectators. The City shall be responsible for the repair and replacement of any such equipment that is required as a result of ordinary use and normal wear and tear.
- J. Except for the City's maintenance obligation specifically described below, the Sport Program hereby accepts the conditions of the City's facilities "AS IS".
- K. With the exception of the foregoing and field maintenance, the Sport Program shall bear full responsibility for the organization and administration of the Sport Program in accordance with the applicable standards of any parent organization with which the Sport Program may be affiliated.
- L. Adhere to the City's Lightning Policy as may be amended, which is incorporated herein by reference.

II. In exchange for the foregoing, the City shall perform the following obligations.

- A. Maintain all existing recreational facilities, including restrooms, concession stands, press boxes, grounds, fields and ball field lights. The City will use its best efforts to fulfill reasonable maintenance requests from the Sport Program that are reasonably within the City's manpower and that are included in its then current budget.
- B. The City will incur financial responsibility for the utility costs associated with the Sport Program's use of ball field lights.
- C. Obtain any permits that are necessary from the Health Department and ensure that any concession stand facility meets all applicable Health Department regulations (includes setting policies and procedures to meet said regulations). *See attached Exhibit A, North Carolina General Statute § 130A-248(a4).*
- D. The City, in its sole discretion, may assign a staff person to any City recreational facility used by the Sport Program for general oversight and facility supervision.
- E. The City will use its best efforts to work with the Sport Program in order to ensure that there is adequate facility space to conduct the Sport Program's program within the limitations of the facilities then available and to prioritize facility use for the youth of the community.
- F. If requested, provide such technical assistance and guidance as may be within the City's expertise or at its disposal.

III. Other.

- A. The Parties hereto shall make good faith, reasonable efforts to lower and manage operational costs.
- B. The Sport Program shall consider the recommendations for best practices, and shall consider complying with the requests, contained in the Recommendations for Best Practices and Requests by the City attached hereto as Exhibit B, understanding that the recommendations and requests therein do not create any legal obligation on the part of the Sport Program.
- C. With the above responsibilities and obligations in mind, it is expressly understood and agreed by the Parties that they each must support one another in these efforts.
- D. In carrying out the responsibilities and obligations of this Agreement, the Sport Program is an independent contractor and/or entity separate and apart from the City and is not an agent or employee of the City.
- E. If either Party wishes to terminate this Agreement, notice of termination must be tendered in writing thirty (30) days prior to termination.
- F. The Sport Program does, for itself, its agents, successors and assigns, hereby unconditionally release, hold harmless, and will indemnify, acquit, defend and forever discharge (hereinafter "Release") the City, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, attorneys, insurers, successors, and assigns, and each of them, respectively, (hereinafter "City Indemnitees") of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, attorney's fees, and consequential, general, special, and

punitive damages or liabilities (hereinafter "Claims"), known or unknown, on account of, or in any way related to or growing out of this Agreement, the Sport Program's use of the City's property as well as facilities, or the Sport Program.

1) The foregoing Release does not include any Claims to the extent said Claims result solely from the negligence, an error, or an omission of or by the City Indemnitees.

IV. It is expressly understood that the Sport Program's use of the City's recreational facilities is contingent upon the Sport Program's compliance with this Agreement. In the event either party fails, in the estimation of the other, to perform any of the obligations contained in this Agreement, the complaining party shall provide the other party with written notice of the same and reserves the right to take whatever action may be necessary to enforce this Agreement. The City reserves the right to, among other things, suspend, without recourse from the Sport Program, the Sport Program's right to use the City's recreational facilities until such time as said obligation has been fulfilled or otherwise addressed to the satisfaction of the City. If the City suspends the Sport Program's right to use the City's recreational facilities, the City will consider refunding, but is not obligated to refund, a portion of any fees paid by the Sport Program to the City pursuant to section I.D.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF WASHINGTON  
PARKS AND RECREATION DIVISION**

**SPORT PROGRAM**  
Name: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Kristi Roberson,  
Parks and Recreation Manager  
P.O. Box 1988  
Washington, NC 27889

By: \_\_\_\_\_, President  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A

### **§ 130A-248. Regulation of food and lodging establishments. ...**

(a4) For the protection of the public health, the Commission shall adopt rules governing the sanitation of limited food service establishments. In adopting the rules, the Commission shall not limit the number of days that limited food service establishments may operate. Limited food service establishment permits shall be issued only to political subdivisions of the State, establishments operated by volunteers that prepare or serve food in conjunction with amateur athletic events, or for establishments operated by organizations that are exempt from federal income tax under section 501(c)(3) or section 501(c)(4) of the Internal Revenue Code. ...

**EXHIBIT B**  
**Recommendations for Best Practices and Requests by the City**

Recommendations for Best Practices

1. The Sport Program should affiliate with a generally recognized parent organization for its sport. Unless affiliated with a school or church, the Sport Program should establish a volunteer board of directors that is the decision making body for the Sport Program and adopt by-laws for the Sport Program in accordance with the generally accepted principles of the nonprofit status of the Sport Program or otherwise in compliance with the applicable standards of the parent organization with which the Sport Program is affiliated. All Sport Program board meetings should be publicized and open to the public with provision for public comment during each meeting.
2. Perform a criminal record check on all Sport Program officials, coaches, and team moms/dads before they assume any Sport Program duties. If necessary, the City is available for consultation concerning the type of criminal background check utilized.
3. In the event it is brought to the attention of any Sport Program official that any Sport Program official, coach, team mom/dad, or participant has subsequently been charged with a criminal offense other than minor offenses or traffic infractions, the Sport Program should take what steps are necessary to confirm such charge and, if confirmed, should consider whether suspension of such person from their position until such time as the charge is resolved without a conviction is warranted.
4. The City strongly recommends that the Sport Program obtain directors and officers insurance and provide a meaningful training program for coaches.
5. Ensure that each child who registers with the Sport Program and complies with the Sport Program's policies is provided a meaningful opportunity to play. Equal playing time rules are encouraged.

Requests by the City

1. In order to facilitate communications with the Sport Program's board, the City requests that the Sport Program provide the City with a list of its board members, their respective positions, and their contact information (addresses, phone numbers, and email addresses) prior to the first practice of the season.

**Grant Executive Summary**  
as of 6/30/2014

Active Fund	Grant Description	Dates			Financials				Deliverable				Compliance Reporting Status	Notes
		Award	Expiration	Completion	Revenue		Expense		Metric	Total	Achieved	Bal.		
					Budget	Actual	Budget	Actual						
50	CDBG Affordable Housing	04/09/10	10/31/14	10/31/14	227,700	185,719	227,700	185,719	LMI homes	10	5	5	06/30/14	Applicant promotion & qualification
51	Blue Goose	03/01/13	03/01/15	02/01/15	350,000	347,264	350,000	323,224	Jobs (60%LMI)	16	16	0		Job creation targets met, last requisition submitted.
52	Comprehensive Bicycle Plan	05/26/11	12/31/13	06/30/14	35,000	30,430	35,000	32,288				0		DOT reviewing 3rd draft
55	idX/Impressions NC One Grant	09/30/13	09/30/16		300,000	-	300,000	-	Jobs/investment	160	0	160	01/31/14	Jobs created but not since award date
57	CDBG for Job Creation	07/06/12	01/16/15	07/06/14	200,000	195,539	200,000	196,182	Jobs(7 new/1 ret.)	8	6	2	06/30/14	Equipment procured, admin. ED activity will continue through fall
61	Pedestrian Plan Grant	05/20/13	09/30/13	12/31/14	10,000	10,000	10,000	-				0		Plan being drafted
65	Econ. Development- Spinrite	01/07/12	01/07/15	01/07/15	90,000	90,405	90,000	67,500	Jobs	90	76	14		84% of job target met and 75% reimbursed
66	Airport Terminal Grant	04/04/13	07/01/15	03/31/15	1,255,902	585,260	1,255,902	294,059				0		Construction begun
67	Façade Grant Program	07/01/13	06/30/14	06/30/14	20,090	20,133	20,090	20,090				0		Complete
69	Way Finding				150,000	150,000	150,000	2,100						Design development in progress, public input meeting July 22nd
71	Airport Lighting Rehab				361,111	36,111	361,111	-						Grant project ordinance in June
76	EDA Water Projects	09/11/13	03/11/17	02/28/17	1,428,262	706,321	1,428,262	28,449				0		Eng. bid awarded, topo surveys begun, award const. Dec 2014
77	EDA Sewer Grants	09/11/13	03/11/17	02/28/17	1,423,894	703,974	1,423,894	118,159				0		Eng. bid awarded, topo surveys begun, award const. Dec 2014
78	Light House RR & Boater Facility	01/17/12	01/17/15	06/30/14	346,507	96,713	346,507	274,810				0		Construction nearing completion
	CDBG Keysville Rd.	2005	6/4/2013	06/30/16	320,000	320,000	320,000	320,000				0	06/30/14	3 homes in progress, requested extension on occupancy

**Applications**

	Pre-App	Selected	Final App	Grant	Match	Total	
CDBG Infrastructure, basin 11 13th & Bridge				1,100,000	50,000	1,150,000	Not selected 1st or 2nd round, submit for 2015
Public Access- Peoples Pier	2/28/14			120,000	30,000	150,000	Application submitted
Public Access- Havens Garden	5/30/14	6/20/14	9/15/14	180,000	20,000	200,000	May memo to Council
Vidant- EMS Paramedic Level				22,000		22,000	Not awarded, pursuing through corporate
FEMA- Fire vehicle, turnout wash/dry, vehicle exhaust				399,000	21,000	420,000	Did not make it through peer review
TAG- Sanitary sewer study				35,000	0	35,000	Awarded, July project ordinance and resolution
Historic Preservation Grant				14,000	4,000	18,000	Tentatively awarded, inventory/walking tour info development
NC Cardinal			7/1/14	22,345	0	22,345	Grant awarded, complete by 6/30/15
Police Bullet Proof Vests							

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name:** Fund 50 - CDBG Housing Development Program

**Grant Number:** CDBG 09-C-2050 (HD)

**Grant Agency:** Department of Commerce

**Contract Grant Administrator:** Holland Consultants

**City Grant Administrator:** Matt Rauschenbach

Award Date: 4/9/10    Grant Expiration Date: 10/31/14    Projected Completion Date: 10/31/14

**Financial Status:**

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$227,700.00	\$185,718.62	\$227,700.00	\$185,718.62
City Match	0	0	0	0
Other Match				
Total	\$227,700.00	\$185,718.62	\$227,700.00	\$185,718.62

Reimbursement to Date:	\$185,718.62
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$185,718.62

**Grant Status**

**Prior Activity:** Five homes have been constructed and occupied. WHI deposits \$6,000 for each grant lot closing in a the City Attorney's trust account until the City no longer has exposure to pay back grant funds. \$18,571.86/home is to repaid for the number of homes less than 10 that are not occupied as of 10/31/14.

<b>Status:</b>	10	LMI home commitment
	2	Conveyed- non grant lots
	<u>3</u>	Conveyed- grant lots
	5	Remaining balance

\$18,000      Trust account balance

**Activity during month:** Qualifying applicants, recruiting presentations at various employers.

## **City of Washington Grant Update**

**Projected Activity for next Month:** Continued emphasis on qualifying applicants, four are in the pre-approval process. A promotional effort similar to the one hosted at City Hall will be pursued with Beaufort County. Meet with Beaufort County HR group.

**Is project on schedule, if not what action is being taken:** Achievement of the remaining five homes by 10/31/14 is a challenge. Monthly update meetings with the Washington Housing Authority.

**Other Notes/Council Actions required (Anticipated Date of Council Action):** None

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name: Fund 51 - Blue Goose (Oak Ridge Metal Works)**

**Grant Number: 12-E-2404**

**Grant Agency: CDBG- Building Reuse**

**Contract Grant Administrator: Kevin Richards, Mid-East Commission**

**City Grant Administrator: Matt Rauschenbach**

Award Date: 3/1/13 Grant Expiration Date: 3/1/15 Projected Completion Date: 2/1/15

**Financial Status:**

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$320,000.00	\$313,223.72	\$320,000.00	\$313,223.72
City Match	30,000.00	30,000.00	30,000.00	10,000.00
Other Match	0	4,000.00	0	0
Interest Earned	0	39.67		
<b>Total</b>	<b>\$350,000.00</b>	<b>\$347,263.39</b>	<b>\$350,000.00</b>	<b>\$323,223.72</b>

Reimbursement to Date:	\$317,223.72
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$317,223.72

**Grant Status**

**Prior activity:** Renovation of Oak Ridge Metal Works Building (Former Brooks Boatworks facility), job creation target met 9/26/13.

**Activity during month:** Met with Oak Ridge Metal Works and they are trying to come up with invoice for remaining amount.

**Projected activity for next month:** They are working on a final invoice. Then we would be able to requisition remaining funds and close out project.

**Is project on schedule, if not what action is being taken:** On schedule.

**City of Washington  
Grant Update**

**Other notes/Council actions required (anticipated date of council action): None**

**City of Washington  
Grant Update**

Agenda Date: July 28, 2014

**Grant Name: Fund 52 - Comprehensive Bicycle Plan**

**Grant Number: 52-60-4930**

**Grant Agency: Mid-East Commission/NCDOT**

**Contract Grant Administrator: Justin Oakes**

**City Grant Administrator: Kristi Roberson**

Award Date: 5/26/11    Grant Expiration Date: 12/31/13    Projected Completion Date: 6/30/14

**Financial Status:**

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$28,000.00	\$23,430.00	\$ 28,000.00	\$25,830.00
City Match	7,000.00	7,000.00	7,000.00	6,457.50
Other Match				
Total	\$ 35,000.00	\$ 30,430.00	\$ 35,000.00	\$32,287.50

Reimbursement to Date:	\$ 23,430.00
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$ 23,430.00

**Grant Status**

**Prior activity:**

Field Evaluation; Public Input Survey; Steering Committee Meetings (5); Public Open House (2); Exhibit at BoCo Festival; Mapping

Completed addressing comments from City and NCDOT and submitted second draft for City and NCDOT review; worked to complete roadway inventory data gathering of roadway characteristics to provide to NCDOT to assist in review of proposed projects; discussed with Mid-East RPO

**Activity during month:** Still awaited NCDOT review of draft 3; NCDOT contacted Mid-East on June 12 saying review would take place over the next couple of days.

**Projected activity for next month:** Await draft review from NCDOT and provide anything requested; take before City once approved by NCDOT

## **City of Washington Grant Update**

**Is project on schedule, if not what action is being taken:**

Project was slowed from its initial schedule in an effort to receive more public input; as a result more time was needed for NCDOT review of initial draft. Completion of second draft was slowed slightly, but has been submitted. Staff continues continued to collect roadway characteristic data to assist NCDOT in project review. Mid-East staff has made completion of the plan a top departmental priority and will work to get project completed as quickly as possible. Coordination between the Mid-East, the City, and NCDOT will continue through the completion of the project.

**Other notes/Council actions required (anticipated date of council action):**

Council action required upon completion of the plan; completion date dependent upon review/correct time needed by NCDOT and Mid-East.

**City of Washington  
Grant Update**

Agenda Date: July 28, 2014

**Grant Name: Fund 55 - idX NC One Grant**

**Grant Number: 2012-9573**

**Grant Agency: NC Dept. of Commerce One NC Grant Fund**

**Contract Grant Administrator:**

**City Grant Administrator: Matt Rauschenbach**

Award Date: 09/03/13 Grant Expiration Date: 09/03/16 Projected Completion Date: 09/03/16

**Financial Status:**

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$300,000.00	\$0	\$300,000.00	\$0
City Match	0	0	0	0
Other Match				
<b>Total</b>	<b>\$ 300,000.00</b>	<b>\$0</b>	<b>\$ 300,000.00</b>	<b>\$0</b>

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		0
<b>Total Reimbursement:</b>	<b>\$</b>	<b>0</b>

**Grant Status**

**Prior activity:** Annual incentive match payment report submitted to DOC. Investment and employment being monitored.

**Activity during month:** Investment and employment being monitored. \$1,489,351 has been invested to date.

**Projected activity for next month:**

**Is project on schedule, if not what action is being taken:** On schedule

**Other notes/Council actions required (anticipated date of council action):** None at this time

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name:** Jumpstart Washington

**Grant Number:** CDBG 11-C-2340

**Grant Agency:** Department of Commerce, CDBG SBEA

**Contract Grant Administrator:** The Wooten Company, Billie Hansen

**City Grant Administrator:** John Rodman

Award Date: 7/6/12      Grant Expiration Date: 1/16/15      Projected Completion Date: 8/30/14

**Financial Status:**

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$200,000.00	\$195,539.49	\$200,000.00	\$196,182.40
City Match	0		0	
Other Match				
Total	\$200,000.00	\$195,539.49	\$200,000.00	\$196,182.40

\*Detailed Revenue and Expenditure Statement is attached.

Reimbursement to Date:	\$195,539.49
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$195,539.49

**Grant Status**

**Prior Activity:** Purchased utility truck for Park Boat, plumbing equipment for FRE Plumbing and RX Drugs for Tayloe Pharmacy (considered working capital). Purchased Yale forklift and tractor for Park Boat. Procured and delivered skid steer loader for Pamlico Fence Company. Procured a BMW Diagnostic, Mercedes Benz Diagnostic, VW Diagnostic, Getac Semi-Rugged Computer, Dell Computer, LaunchPad and CarDaq M for Eastern Carolina Import Cars.

**Activity during Month:** The remaining one new job creation was made by ECIS during May. Early in July ECIS will provide a copy of their NCUI-101 employment form for the first quarter 2014, which will illustrate that the new employee was hired and appears on their payroll. This documentation will allow us to request that DCA release ECIS from further employment monitoring. A letter was sent to DCA in May requesting that FRE Plumbing, Pamlico Fence, Park Boat and Tayloe Pharmacy be released from further employment monitoring. To date a response letter has not been received from DCA. With the new hire made by ECIS, the grant

## **City of Washington Grant Update**

hiring commitments will be fulfilled. Two additional equipment purchases were made for ECIS during May, which will complete their grant purchases. Project companies are, or have previously, submitted proof of their required monetary match for the program.

**Projected Activity for Next Month:** CDBG Requisition # 4 will be prepared for submission after the remaining ECIS equipment purchases are complete and the full \$5,000 Planning Fee (for CD Academy charges and other) has also been paid. On-going monitoring of job creation will continue until all jobs are in place and the funding agency releases all companies from further employment monitoring.

**Other Notes/Council Actions required (Anticipated Date of Council Action):** None at this time.

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name: Fund 61 - Comprehensive Pedestrian Plan**

**Grant Number:**

**Grant Agency: Mid-East Commission**

**Contract Grant Administrator: Justin Oakes**

**City Grant Administrator: Kristi Roberson**

Award Date: 5/20/13 Grant Expiration Date: 6/30/14 Projected Completion Date: 6/30/14

**Financial Status:**

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$10,000.00	\$10,000.00	\$ 10,000.00	\$0
City Match	0		0	
Other Match				
Total	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$0

Reimbursement to Date:	\$10,000.00
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$10,000.00

**Grant Status**

**Prior activity:**

Steering Committee Meeting; review of existing pedestrian plan; site visits to locations included in the plan; census data collection, public survey preparation  
Prepared and distributed four sections of the draft plan to Steering Committee members for review; prepared materials and presentation for Steering Committee Meeting, which had to be distributed via e-mail as there were no members present at the meeting; Administered public input survey and prepared materials for public open house.

**Activity during month:**

Continue drafting plan document; finalize recommended projects;

**Projected activity for next month:** Finalize draft plan; present to committee, hold public open house.

## City of Washington Grant Update

**Is project on schedule, if not what action is being taken:**

While start was initially delayed due to the continued work on the Comprehensive Bicycle Plan, Mid-East is currently working to complete the plan update by the June 30th date; additional time may be needed to receive public comment on draft document.

**Other notes/Council actions required (anticipated date of council action):** Council action required upon completion of the plan.

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name: Fund 65 - Economic Development Incentives – Spinrite Services**

**Grant Number: N/A**

**Grant Agency: City of Washington**

**Contract Grant Administrator: N/A**

**City Grant Administrator: Matt Rauschenbach**

Award Date: 1/7/12    Grant Expiration Date: 1/7/15    Projected Completion Date: 1/7/15

**Financial Status:**

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$0	\$0	\$0	\$0
City Match	90,000.00	90,000.00	90,000.00	67,500.00
Interest Earned		405.18		
Total	\$90,000.00	\$90,405.18	\$90,000.00	\$67,500.00

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		0
Total Reimbursement:	\$	0

**Grant Status**

**Prior activity:** Beaufort County is the Local Government administering the NC One Fund Grant. The City expenditure to date of \$67,500 reflects our portion of the grant match based on actual jobs created. Reimbursement to date is based on 76 jobs created of 90 committed or 84%. Next threshold will be 90 total jobs for the remaining 25%.

**Activity during month:**

**Projected activity for next month:**

**Is project on schedule, if not what action is being taken: yes**

**Other notes/Council actions required (anticipated date of council action):**

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name:** Fund 66 - New Terminal Building (Design and Bidding)

**Grant Number:** 36237.38.12.1 (2012 Vision Funds)

**Grant Agency:** NCDOT Division of Aviation

**Contract Grant Administrator:** Talbert & Bright

**City Grant Administrator:** Allen Lewis

Award Date: 4/4/13 Grant Expiration Date: 7/1/15 Projected Completion Date: April 2014

**Financial Status:**

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$100,967.00	\$99,694.66	\$100,967.00	\$99,694.66
City Match	\$11,218.00	\$11,077.19	\$11,218.00	\$11,077.19
Other Match				
Total	\$112,185.00	\$110,771.85	\$112,185.00	\$110,771.85

Reimbursement to Date:	\$99,694.66
Outstanding Reimbursement requests:	<u>0</u>
Total Reimbursement:	\$99,694.66

**Grant Status**

**Prior activity:** Design was complete in October 2013 and bids were received in November 2013. Bids were presented to City Council in December 2013. Reimbursement requests for design and bidding phase costs were submitted to the NCDOT Division of Aviation on 07-31-13, 10-08-13, 11-12-13 and 02-04-14. A final invoice was prepared for this project and a final reimbursement request submitted to the NCDOT Division of Aviation. Reimbursement received 04-11-14. Grant funds (\$1,272) that are not spent will be available for use in a separate grant at a later date.

**Activity during month:** N/A.

**Projected activity for next month:** N/A. **Project complete.**

**Is project on schedule, if not what action is being taken:** **Yes, project is complete.**

**Other notes/Council actions required (anticipated date of council action):** N/A.

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name:** Fund 66 - New Terminal Building (Construction)

**Grant Number:** 36237.38.13.1 (New Terminal Building)

**Grant Agency:** NCDOT Division of Aviation

**Contract Grant Administrator:** Talbert & Bright

**City Grant Administrator:** Allen Lewis

Award Date: 2/24/12 Grant Expiration Date: 7/1/17 Projected Completion Date: June 2015

### Financial Status:

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$199,277.00	\$0	\$199,277.00	\$ 0
City Match	\$22,142.00	\$22,142.00	\$22,142.00	\$ 0
Other Match				
Total	\$221,142.00	\$22,142.00	\$221,142.00	\$ 0

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		<u>0</u>
Total Reimbursement:	\$	0

### Grant Status

**Prior activity:** This grant was approved by the State on February 24, 2014 and received by the City on March 1, 2014. The grant application submitted includes 2012 Vision 100 Funds in the amount of 49,277.00 and 2013 Vision 100 Funds in the amount of \$150,000. Contract documents were finalized and construction started on March 31, 2014. Surcharge pile was removed and partial foundation excavated and poured.

**Activity during month:** Remaining portion of foundation was poured, including elevator pit. Floor slab is scheduled to be poured the week of June 9, weather permitting.

**Projected activity for next month:** Once floor slab is complete, rough framing of the structure will begin.

**Is project on schedule, if not what action is being taken:** Yes, project is on schedule.

**Other notes/Council actions required (anticipated date of council action):** N/A

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name:** Fund 66 - New Terminal Building (Construction)

**Grant Number:** 36244.51.9.1 (State Discretionary Funding 12/13)

**Grant Agency:** NCDOT Division of Aviation

**Contract Grant Administrator:** Talbert & Bright

**City Grant Administrator:** Allen Lewis

Award Date: 2/24/14 Grant Expiration Date: 7/1/17 Projected Completion Date: June 2015

### Financial

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$500,000.00	\$29,475.33	\$500,000.00	\$66,542.19
City Match	\$55,556.00	\$55,556.00	\$55,556.00	\$ 7,393.58
Other Match				
Total	\$555,556.00	\$85,031.33	\$555,556.00	\$73,935.77

Reimbursement to Date:	\$29,475.33
Outstanding Reimbursement	37,066.86
Total Reimbursement:	\$66,542.19

### Grant Status

**Prior activity:** This grant was approved by the State on February 24, 2014 and received by the City on March 1, 2014. Contract documents were finalized and construction started on March 31, 2014. Surcharge pile was removed and partial foundation excavated and poured.

**Activity during month:** Remaining portion of foundation was poured, including elevator pit. Floor slab is scheduled to be poured the week of June 9, weather permitting.

**Projected activity for next month:** Once floor slab is complete, rough framing of the structure will begin.

**Is project on schedule, if not what action is being taken:** Yes, project is on schedule.

**Other notes/Council actions required (anticipated date of council action):** N/A.

**City of Washington  
Grant Update**

Agenda Date: July 28, 2014

**Grant Name: Fund 67 - Façade Grants**

**Grant Number:**

**Grant Agency: City of Washington**

**Contract Grant Administrator:**

**City Grant Administrator: John Rodman**

Award Date: 7/1/13 Grant Expiration Date: 6/30/14 Projected Completion Date: 6/30/14

**Financial Status:**

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds				
City Match	\$20,090.00	\$20,090.00	\$20,090.00	\$20,090.00
Interest		42.69		
<b>Total</b>	<b>\$20,090.00</b>	<b>\$20,132.69</b>	<b>\$20,090.00</b>	<b>\$20,090.00</b>

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		0
Total Reimbursement:	\$	0

**Grant Status**

**Prior activity:**

**Activity during month:**

**Projected activity for next month:**

**Is project on schedule, if not what action is being taken:** Project is complete for this fiscal year.

**Other notes/Council actions required (anticipated date of council action):** N/A

## City of Washington Project Update

Agenda Date: July 28, 2014

**Grant Name: Fund 69 – Way Finding Project**

**Engineer/Architect:**

**Construction Company:**

**City Project Administrator: John Rodman**

Project Start Date: 10/1/13

Projected Completion Date: 7/1/14

**Financial Status:**

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
City Funds	\$150,000	\$150,000	\$150,000	\$2,100
Interest Earnings			0	0
Other				
Total	\$150,000	\$150,000	\$150,000	\$2,100

**Project Status**

**Prior Activity:**

Project Steering Committee stakeholders invited to participate in Phase 1 of the Wayfinding project. A total of 6 meetings have been held that consisted of getting started, developing goals and objectives, naming attractions and destinations, selecting preferred routes and gateways, gathering data on existing inventory and conditions, and analyzing that data.

**Projected Activity for next Month:**

Completion of the Phase 1 Report for Council. Drafting an RFP for the Design Development Phase of the Project which will consist of design criteria and specifications. It will also include an Implementation Plan for signage construction.

**Is project on schedule, if not what action is being taken:**

Project is on schedule to be completed in FY 2015

**Other Notes/Council Actions required (Anticipated Date of Council Action):**

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name:** Fund 71 – Airport Lighting Rehabilitation Project  
**Grant Number:** 36244.51.10.1 (State Discretionary Funding 13/14)  
**Grant Agency:** NCDOT Division of Aviation  
**Contract Grant Administrator:** Talbert & Bright  
**City Grant Administrator:** Allen Lewis

Award Date: 03/07/14 Grant Expiration Date: 07/01/18 Projected Completion Date: June 2018

**Financial Status:**

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$325,000	\$0	\$325,000	\$0
City Match	\$36,111	\$36,111	\$36,111	\$0
Other Match				
Total	\$361,111	\$36,111	\$361,111	\$0

Reimbursement to Date: \$0  
 Outstanding Reimbursement requests: 0  
 Total Reimbursement: \$0

**Grant Status**

**Prior activity:** The City received notification dated March 7, 2014, that the above noted funds had been allocated for this project. Approved project ordinance agreement – 04-14-14. Submitted application to State for grant agreement – 06-10-14.

**Activity during month:** Waiting of grant agreement from State for execution.

**Projected activity for next month:** If grant agreement is received in time, ask Council for authorization to execute grant agreement.

**Is project on schedule, if not what action is being taken:** Yes, project is on schedule.

**Other notes/Council actions required (anticipated date of council action):** Possible acceptance and authorization to execute grant agreement – July 14, 2014.

**City of Washington  
Grant Update**

Agenda Date: July 28, 2014

**Grant Name:** Fund 76 - EDA Water Projects  
**Grant Number:** EDA Project No. 04-79-06833  
**Grant Agency:** USDOC - EDA  
**Contract Grant Administrator:** Mid-East Commission  
**City Grant Administrator:** Allen Lewis

Award Date: 09-11-13 Grant Expiration Date: 03-11-17 Projected Completion Date: 02-28-17

**Financial Status:**

	Total Budgeted Revenues	Actual Revenues Project to Date	Total Budgeted Expenditures	Actual Expenditures Project to Date
Grant Funds	\$722,129	\$ 0	\$722,129	\$14,383.82
City Match	\$706,133	\$706,133.00	\$706,133	\$14,065.20
Interest Earnings		187.69		
<b>Total</b>	<b>\$1,428,262</b>	<b>\$706,320.69</b>	<b>\$1,428,262</b>	<b>\$28,449.02</b>

Reimbursement to Date: \$0  
 Outstanding Reimbursement requests: \$0  
 Total Reimbursement: \$0

**Grant Status**

**Prior activity:** Topographic surveying and design work started and ongoing.

**Activity during month:** Design work is continuing.

**Projected activity for next month:** Design work to continue.

**Is project on schedule, if not what action is being taken:** Yes, project is on schedule.

**Other notes/Council actions required (anticipated date of council action):** Council action will be required to award construction project in December 2014, once design is completed and project is bid. Reimbursement requests for design cannot be made until 25% of the total construction project has been completed per grant requirements.

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name:** Fund 77 - EDA Sewer Projects  
**Grant Number:** EDA Project No. 04-79-06833  
**Grant Agency:** USDOC - EDA  
**Contract Grant Administrator:** Mid-East Commission  
**City Grant Administrator:** Allen Lewis

Award Date: 09-11-13 Grant Expiration Date: 03-11-17 Projected Completion Date: 02-28-17

**Financial Status:**

	Total Budgeted <u>Revenues</u>	Actual Revenues <u>Project to Date</u>	Total Budgeted <u>Expenditures</u>	Actual Expenditures <u>Project to Date</u>
Grant Funds	\$719,920	\$0	\$719,920	\$59,740.94
City Match	\$703,974	\$703,974	\$703,974	\$58,417.70
Other Match				
Total	\$1,423,894	\$703,974	\$1,423,894	\$118,158.64

Reimbursement to Date: \$0  
 Outstanding Reimbursement requests: \$0  
 Total Reimbursement: \$0

**Grant Status**

**Prior activity:** Topographic surveying and design work started and ongoing.

**Activity during month:** Design work is continuing.

**Projected activity for next month:** Design work to continue.

**Is project on schedule, if not what action is being taken:** Yes, project is on schedule.

**Other notes/Council actions required (anticipated date of council action):** Council action will be required to award construction project in December 2014, once design is completed and project is bid. Reimbursement requests for design cannot be made until 25% of the total construction project has been completed per grant requirements.

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name: Fund 78 - Lighthouse Restrooms**

**Grant Number:** Grant Contract Number 5026

**Grant Agency:** Public Access Funds/Division of Coastal Management

**Contract Grant Administrator:** Meghan Meehan, DCM

**City Grant Administrator:** John Rodman

Award Date: 1/17/12 Grant Expiration Date: 1/17/15 Projected Completion Date: June 2014

**Financial Status:**

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$250,000.00	\$0	\$250,000.00	\$198,275.70
City Match	96,507.00	96,507.00	96,507.00	76,534.69
Interest Earned	0	206.29	0	
<b>Total</b>	<b>\$346,507.00</b>	<b>\$96,713.29</b>	<b>\$344,397.00</b>	<b>\$274,810.39</b>

Reimbursement to Date:	\$	0
Outstanding Reimbursement requests:		<u>0</u>
Total Reimbursement:	\$	0

**Grant Status**

**Prior activity:**

*Three bids received for project.*

*Contract awarded to White Construction and Design.*

*Contract negotiations with White Construction resulted in \$18,710 in reductions from the bid price.*

*Contract signed and Notice to Proceed issued in January 2014*

**City of Washington  
Grant Update**

**Activity during month:**

*Construction began on the project with the site preparation and the foundation. Construction continues with the installation of the plumbing and the block wall installation. Steel beams for the second floor are being installed. Second floor walls will begin this month.*

**Projected activity for next month:**

*Construction will continue with the second floor walls being completed and the installation for the roof supports being added.,*

**Is project on schedule, if not what action is being taken:**

*After a few weather delays the project is on schedule and will be completed by contract date*

**Other notes/Council actions required (anticipated date of council action):**

*No action required at this time*

## City of Washington Grant Update

Agenda Date: July 28, 2014

**Grant Name:** Keysville Road Subdivision Grant

**Grant Number:** CDBG 05-C-1490

**Grant Agency:** Division of Community Assistance

**Contract Grant Administrator:** Holland Consultants

**City Grant Administrator:** Matt Rauschenbach

Award Date: 2005    Grant Expiration Date: 6/4/13    Projected Completion Date: 7/1/16

**Financial Status:**

	<u>Total Budgeted Revenues</u>	<u>Actual Revenues Project to Date</u>	<u>Total Budgeted Expenditures</u>	<u>Actual Expenditures Project to Date</u>
Grant Funds	\$250,000.00	\$250,000.00	\$250,000.00	250,000.00
City Match	70,000.00	70,000.00	70,000.00	70,000.00
Other Match				
Total	\$320,000.00	\$320,000.00	\$320,000.00	\$320,000.00

Reimbursement to Date:	\$250,000.00
Outstanding Reimbursement requests:	0
Total Reimbursement:	\$250,000.00

**Grant Status**

**Prior activity:** Grant was closed for non-performance. \$25,000 of grant funds returned in July 2012, \$225,000 balance to be reimbursed in \$75,000 increments over the next three years net of a \$50,000 allowance/qualifying home, no recapture mechanism once funds are returned. Metropolitan committed to the construction and occupancy of two qualifying homes by June 30, 2014 to avoid the \$75,000 July 1 claw back.

**Activity during month:** Three homes are under construction, two nearing completion. Request made to DCA for extension until 7/30/14 for the first two homes. Initial indication is that the extension will not be granted.

**Projected activity for next month:** Meet with Metropolitan Housing representatives to discuss status. Send City paving funding commitment letter to the lender, SECU.

## City of Washington Grant Update

**Is project on schedule, if not what action is being taken:** Monthly status meetings with Metropolitan.

**Other notes/Council actions required (anticipated date of council action):**

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
<b>General Fund:</b>								
IT	10-00-4132-7400	Virtualization Migration	30,000	0	27,500	2,500	Redundant PRI & Cisco server	
		PEG Channel Equipment	75,000	0	0	75,000	On Hold - to create plan for future	
		SSG Cisco Smartnet	9,148	0	0	9,148	Recurring cost of support	1
		Westinghouse Electric	2,066	4,964	0	(2,898)	Hardware associated with fiber	1
		SSG Fiber- Peterson Bldg.	8,340	1,192	0	7,148	Complete	1
		Fiber Project	24,113	49,561	1,206	(26,654)	Phase I complete	2
		Total IT	148,667	55,717	28,706	64,244		
		Actual	148,667	55,717	28,706	64,244		
Municipal Building	10-00-4260-7400	City Hall Chiller	87,270	87,270	0	0	Complete	
		Actual	87,270	87,270	0	0		
Police	10-10-4310-7400	Police vehicles	80,700	80,070	0	631	Complete	
		Vehicle equipment	4,395	4,431	0	(36)	Complete	2
		Total Police	85,095	84,500	0	595		
		Actual	85,095	84,500	0	595		
Fire	10-10-4340-7400	Fire Utility Vehicle	27,904	27,904	0	0	Complete	
		Thermal Imaging Camera	9,000	0	8,105	895	On order	
		Total Fire	36,904	27,904	8,105	895		
		Actual	36,904	27,904	8,105	895		
Inspections	10-10-4350-7400	Inspections vehicle	19,996	19,995	0	1	Complete	
		Actual	19,996	19,995	0	1		
Street Maintenance	10-20-4510-7400	Air Compressor	21,050	20,428	0	622	Complete	
		Actual	21,050	20,428	0	622		
Library	10-40-6110-7400	Library lighting	25,100	24,981	0	119	Complete	
		Actual	25,100	24,981	0	119		
Recreation Admin.	10-40-6120-7400	Peterson Building Roof	38,420	38,420	0	0	Complete	
		Peterson Building HVAC	10,000	9,970	0	30	Complete	
		Total Recreation Admin.	48,420	48,390	0	30		
		Actual	48,420	48,390	0	30		
Senior Center	10-40-6123-7400	Sr. Center Entrance & Ramp	34,000	33,800	0	200	Complete	
		Actual	34,000	33,800	0	200		
Civic Center	10-40-6125-7400	Concrete drive	1,300	1,233	0	67	Complete	
		Actual	1,300	1,233	0	67		
Aquatic Center	10-40-6126-7400	Phase 1 Dectron Unit Replace	16,200	16,200	0	0	Complete	
		Actual	16,200	16,200	0	0		
Rec. Maintenance	10-40-6130-7400	Boardwalk Replacement	24,856	24,856	0	0	Complete	

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes	
		Todd Maxwell Restrooms	59,620	0	59,620	0	In progress, complete by 8/15/14		
		Total Rec. Maintenance	84,476	24,856	59,620	0			
		Actual	84,476	24,856	59,620	0			
		<b>Total General Fund</b>	<b>608,478</b>	<b>445,274</b>	<b>96,431</b>	<b>66,773</b>			
		Actual	608,478	445,274	96,431	66,773			
<b>Water:</b>									
Water Meter Svc.	30-90-7250-7000	AMR Meters	100,000	89,276	10,000	724	2nd round of meters on order		
Water Meter Svc.	30-90-7250-7400	AMR Meters	235	0	0	235			
Water Treatment	30-90-8100-7400	Maint. & Repair of Cameras &	25,000	21,276	0	3,724	Complete		
Water Maintenance	30-90-8140-7400	Replace Truck #414	60,000	52,363	7,393	245	Complete		
Water Construction	30-90-8180-7400	6' Summit Ave.WL	179,000	9,693	75,920	93,387	Design in process, complete project October 1		
		<b>Total Water Fund</b>	<b>364,235</b>	<b>172,608</b>	<b>93,313</b>	<b>98,314</b>			
		Actual	364,235	172,608	93,313	98,313			
<b>Sewer:</b>									
Wastewater Treatment	32-90-8220-7400	Liquid Feed Constr. Admin.	4,464	2,495	0	1,969	Complete		
Wastewater Treatment	32-90-8220-7400	Replace Return Sludge Pump	21,000	20,916	0	84	Complete		
Lift Stations	32-90-8230-7400	Generator for Fountain Pump	80,049	49,101	9,384	21,565	Project under construction, complete by 6/30/14		
		<b>Total Sewer Fund</b>	<b>105,513</b>	<b>72,512</b>	<b>9,384</b>	<b>23,617</b>			
		Actual	105,513	72,512	9,384	23,617			
<b>Electric:</b>									
Electric Meter Service	35-90-7250-7400	Meters	48,300	46,512	1,740	48	Completed		
		AMR Mobile Collector	20,000	20,000	0	0	Completed		
		Total Electric Meter Svc.	68,300	66,512	1,740	48			
		Actual	68,300	66,512	1,740	48			
Substation Maint.	35-90-8370-7400	Highland Drive Recloser	30,000	31,620	0	(1,620)	Completed		
		Highland Dr. Breaker Replace	40,000	36,342	900	2,758	Completed		
		RTAC (White Post substation)	6,000	6,040	0	(40)	Completed		
		Eastern Substation Breaker	42,000	0	43,425	(1,425)	In Progress		
		Distribution reclosers	20,000	14,955	5,000	45	In Progress		
		Capacitors	6,600	6,436	0	164	Completed		
		Replace Truck #651	25,000	23,896	0	1,104	Completed		
		Total Substation	169,600	119,289	49,325	986			
		Actual	169,600	119,289	49,325	986			
				0					
Load Management	35-90-8375-7400	Load Management Switches	66,000	65,693	0	307	Completed		
		Actual	66,000	65,693	0	307			
Power Line Construction	35-90-8390-7400	2nd St./5th St Rebuild Engine	100,000	22,319	4,990	72,691	In Progress, reviewing draft design		
	35-90-8390-7400	High School Feeder relocation	180,000	65,912	105,512	8,577	OH complete, UG bid awarded 6/9/14		
	35-90-8390-7400	Grimesland Feeder Engineering	90,000	11,278	38,722	40,000	Add'l engineering re-work due to easement		
	35-90-8390-7400	NC 32 Feeder Engineering	50,000	14,297	18,597	17,106	In Progress, reviewing draft design		
	35-90-8390-7400	White Post/Slatestone Feeder	100,000	0	0	100,000	Delayed until FY 2014-15		

Fund/Department	Account	Description	Budget \$	Spent	Open PO	Balance	Status	Notes
Power Line Construction	35-90-8390-7400	Equipment Shelter	42,000	46,500	0	(4,500)	Completed	
	35-90-8390-7400	Row Bushog	12,000	10,591	0	1,409	Completed	
	35-90-8390-7400	Trencher Trailer	8,000	7,055	0	945	Completed	
	35-90-8390-7400	Rope Pulling Machine	25,708	24,368	0	1,340	Completed	2
	35-90-8390-7400	Vehicle #651	44,580	45,174	0	(594)	Completed	2
	35-90-8390-7401	Bucket Truck #616	235,547	235,541	0	6	Completed	2
		Total Power Line Construct	887,835	483,035	167,821	236,979		
		Actual	887,835	483,035	167,821	236,979		
<b>Total Electric Fund</b>			<b>1,191,735</b>	<b>734,529</b>	<b>218,886</b>	<b>238,320</b>		
<b>Actual</b>			<b>1,191,735</b>	<b>734,529</b>	<b>218,886</b>	<b>238,320</b>		
<b>Airport:</b>								
Warren Field Airport	37-90-4530-7400	John Deere Rotary Mower	15,752	15,751	0	1	Complete	
		Total Solid Waste	15,752	15,751	0	1		
		Actual	15,752	15,751	0	1		
<b>Solid Waste:</b>								
Solid Waste Collection	38-90-4710-7400	Replace Truck #438	126,545	126,544		1	Complete	
		Total Solid Waste	126,545	126,544	0	1		
		Actual	126,545	126,544	0	1		
<b>Cemetery:</b>								
Cemetery Fund	39-90-4740-7400	Kubota Tractor	35,000	35,000	0	0	Complete	
		Total Cemetery	35,000	35,000	0	0		
		Actual	35,000	35,000	0	0		
<b>Grand Total</b>								
		Grand Total	2,447,258	1,602,219	418,013	427,026		
		Actual	2,447,258	1,602,219	418,014	427,025		

Notes:  
 1 PO carryforward  
 2 Project carryforward



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**MEMORANDUM**

DATE: July 22, 2014  
TO: Mayor and City Council  
FROM: Allen Lewis   
Public Works Director  
SUBJECT: Jack's Creek.

At the July 14, 2014 Council meeting, Council asked staff about the pump station operations at Jack's Creek in general and the fish that were introduced in the creek to help with the hydrilla and other vegetation in the creek.

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

On a daily basis when no precipitation is expected, the stormwater pump station is operated such that the water level in the creek is kept approximately 1.5' below sea level. Prior to an anticipated significant rain event, the creek is normally pumped down to approximately 2' to 2.5' below sea level with the newly installed submersible pump. The four (4) large, 150 horsepower, 23,000 gallons per minute (GPM) pumps are set to come on automatically as the level in the creek rises from stormwater runoff. The first pump will come on automatically when the creek reaches approximately 1.3' below sea level. The other pumps come on automatically at half foot intervals if the creek continues to rise. In other words, the second pump will automatically come on at approximately 0.8' below sea level, the third at approximately 0.3' below sea level and the fourth at approximately 0.2' above sea level. Normally, staff is not called to monitor the pump station unless a second pump automatically comes on in order to keep overtime at a minimum. However, when staff knows that it's only a matter of time before they are called in anyway, they take it upon themselves to report to the pump station. For example, on the evening of July 3, 2014, when we started to receive rainfall as a result of hurricane Arthur, staff came in before the second pump ever came on. Fortunately, this storm did not produce much street flooding at all due to less than anticipated rain amounts and staff reporting to work early. As a result, even though the winds from hurricane Arthur pulled the tide down extremely low, low enough for the flood gates to open, we did not manually crank the flood gates open completely. This was because the 'town side' of the creek was at a manageable level with the pumps and flood gates opening on their own. As a reminder, the flood gates start to open on their own when the level in the river is 6" below the water level on the upstream side of the pump station.



## REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Hodges & Members of the City Council  
**From:** Cynthia S. Bennett, City Clerk  
**Date:** July 28, 2014  
**Subject:** Appointment to Washington Electric Utilities Advisory Board & Historic Preservation Commission  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that the City Council appoint \_\_\_\_\_ to the Washington Electric Utilities Advisory Board, to fill the un-expired term of **James Gaynor (inside)**, term to expire June 30, 2015.

I move that the City Council appoint \_\_\_\_\_ to the Historic Preservation Commission to fill the expired term of **Jerry Creech**, term to expire June 30, 2017.

**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 the department heads to allow them time to meet with the Council liaisons (William Pitt & Larry Beeman). Nominations will be made by the Council liaison at the July 28, 2014 Council meeting.

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Board Applications

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**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** 7/23/14 Date Concur Enol Recommend Denial \_\_\_\_\_ No recommendation \_\_\_\_\_

Primary Board Electric Utilities Other Boards HUMAN REL.

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

NAME SUSAN FRANCIS  
(Please Print)

ADDRESS 1300 N. BONNER ST.

PHONE NO. (BUSINESS) - (HOME) 946-7296

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 47 YEARS

YEARS OF EDUCATION 12 + A LITTLE

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

CONCERNED ABOUT my Electric Service and Bills  
and what goes on!

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.

Susan R Francis  
Signature

5-20-14  
Date

NOTE: Application will remain on file for six (6) months Expiration Date: \_\_\_\_\_

Requested Board 1. WASHINGTON TOURISM DEVELOPMENT BOARD

2. PLANNING BOARD

3. WASHINGTON ELECTRIC UTILITIES ADVISORY COMMISSION  
CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF  
THE CITY OF WASHINGTON

NAME NORMAN V HAWN

ADDRESS 102 E 14<sup>TH</sup> ST WASHINGTON, NC 27889

PHONE (WORK) \_\_\_\_\_ (HOME) 704-574-6786

E-MAIL ADDRESS NORMAN9987@HOTMAIL.COM

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 2 YEARS

YEARS OF EDUCATION HS w/ 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.

MUCH OF MY TIME IS SPENT ENJOYING THE LOCAL WATERWAYS AND  
ENGAGING WITH THE COMMUNITY. I'M HEAVILY INVOLVED WITH SEVERAL  
SAILING CLUBS, AND RECREATIONAL ACTIVITIES. I SPENT SOME TIME  
DISCUSSING VARIOUS OPPORTUNITIES AND IDEAS TO INCREASE INVOLVEMENT  
WITHIN THE LOCAL AND REGIONAL COMMUNITY WITH MEMBERS OF

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.

16 MAY 2014

Date

[Signature]  
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: \_\_\_\_\_  
July 28, 2014  
Page 69 of 94

VARIOUS BOARDS/COMMITTEES SUCH AS TOWN COUNCIL MEMBERS, AND HISTORIC & TOURISM MEMBER IT'S WITH THEIR SUGGESTION THAT I HAVE DECIDED TO STEP FROM A PASSIVE TO ACTIVE MEMBER ON THE TOURISM BOARD.

I'M QUALIFIED FOR THE PLANNING AND ELECTRIC BOARDS FROM MY EXPERIENCES IN THE MILITARY AND MY CURRENT POSITION AS MANAGEMENT IN A LOCAL BUSINESS HERE IN TOWN. OVER SEEING LARGE CONTRACTS AND SEEING THE DIRECT EFFECTS OF LOCAL POLICY AND REGULATION AND IT'S IMPACT ON THE SURVIVAL AND SUCCESS OF LOCAL BUSINESSES PUTS ME IN AN ADVANTAGEOUS POSITION TO PROVIDE INSIGHT ON THE CAUSE/EFFECT RELATIONSHIP OF POLICY AND ECONOMY.

Requested Board Historic Comm.

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

NAME Margaret Musselman

ADDRESS 755 W. 2<sup>nd</sup> Street Washington

PHONE (WORK) \_\_\_\_\_ (HOME) 585 233 3744

E-MAIL ADDRESS mpmuss13@yahoo.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 Masters in Education

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 on an historic home board in my former town <sup>the</sup> Morgan Flanning House in Brockport, NY. Very interested in preserving homes and the preservation of our towns.

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 July 10, 2014

Signature Margaret Musselman



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Allen Lewis, Public Works Director *Allen Lewis*  
**Date:** 07-16-14  
**Subject:** Adopt Budget Ordinance Amendment in the Water Fund (\$67,532).  
**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

### RECOMMENDATION:

I move that Council adopt a budget ordinance amendment in the water fund for the relocation of an existing water line associated with the US 17 widening project north of Washington.

### BACKGROUND AND FINDINGS:

On January 24, 2011, Council unanimously authorized the Mayor and City Clerk to execute a Municipal Agreement with NCDOT for their project R-2510C. This project included the widening of US 17 north of Washington which necessitated the relocation of an existing City water line within NCDOT right of way along US 17 between Spring Road (SR 1509) and Cherry Run Road (SR 1001). At that time, the estimate for this work was \$131,120, as noted in the attached agreement. As you can tell from the attached invoice, the actual cost was considerably less.

### PREVIOUS LEGISLATIVE ACTION

January 24, 2011.

### FISCAL IMPACT

Currently Budgeted (Account )  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

See attached Budget Ordinance Amendment, invoice, minutes from 01-24-11 Council meeting and executed TIP Municipal Agreement.

City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 City Manager Review: *Bed* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation 7/23/14 Date  
 July 28, 2014

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

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

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

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

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

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

Adopted this the 28th day of July, 2014.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

Invoice

**Bill To:**  
CITY OF WASHINGTON  
PO Box 1988  
WASHINGTON NC 27889-1988

**Order Information**  
Customer Number: 6891  
Invoice Number: 90500583  
Purchase Order #: 004254-001\_5108\_0001  
Purchase Order Date: 02/08/2011  
Sales Order Number: 451926  
Payment Terms: Net due 60 days  
Billing Date: 07/03/2014  
Due Date: 09/01/2014

**Remit To:**  
North Carolina Department of Transportation  
Fiscal Section - Accounts Receivable Unit  
1514 Mail Service Center  
Raleigh, North Carolina 27699-1514

**Contact Person:** Earl Jones  
**Phone:** 919-707-4212  
**Fax:** 919-715-8718  
**Internet:** eljones@ncdot.gov

Invoice Details				
Item	Description	Quantity	Unit Price	Amount
0010	Municipal Participation Reimbursement  UTILITY AGREEMENT EXECUTED 2/8/11 WITH THE CITY OF WASHINGTON CONSISTING OF THE IMPROVEMENTS TO US17 FROM US17 SOUTH OF SR1001 TO NORTH OF NC171. SPECIFICALLY, ADJUSTMENT AND RELOCATION OF WATER LINES ALONG PROJECT R-2510C IN BEAUFORT COUNTY.  AGREEMENT COSTS TOTAL \$67,532.00 PER ATTACHED 7/2/14 E-MAIL AND ITEMIZATION OF BILLABLE MUNICIPAL PARTICIPATION COSTS RECEIVED FROM CHAD EDGE OF NCDOT'S DIVISION 1.	1 EA	67,532.00	67,532.00
	<b>Total Amount Due</b>			\$ 67,532.00

Please return the attached copy of this invoice to ensure proper credit for your payment. Remittances should be made payable to N.C. Department of Transportation.

City of Washington Project Quantities for R-2510C  
Beaufort County  
US-17 From North of SR 1509 (Springs Rd) to North of NC-171

7/2/2014

Description	Unit Price	Quantity	Amount
Foundation Conditioning Material, Minor Str	\$ 16.70	0.00 TON	\$ -
8" Water Line	\$ 15.00	1011.20 LF	\$ 15,168.00
8" Valve	\$ 1,090.00	2.00 EA	\$ 2,180.00
Abandon 8" Utility Pipe	\$ 6.00	0.00 EA	\$ -
Trenchless Installation of 8" in Soil	\$ 90.00	557.60 LF	\$ 50,184.00
Trenchless Installation of 8" Not in Soil	\$ 90.00	0.00 LF	\$ -

**TOTAL \$ 67,532.00**

By motion of Councilman Davis, seconded by Councilman Moultrie, Council accepted the bid from TD Eure in the amount of \$354,400 which includes Bid Alternate 1 and 2 in amount of \$24,500 for the BIG-P Y08 Project; and authorized the City Manager to sign a contract with TD Eure in the amount of \$354,400 and adopted a budget ordinance amendment in the amount of \$211,627. Motion carried 3-2; In favor of the motion: Davis, Pitt and Moultrie. Against the motion: Mercer and Roberson.

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

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

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

10-40-3614-3600 Water Front Docks Grant \$29,062  
10-00-3991-9910 Fund Balance Appropriated 182,565  
Total \$211,627

Section 2. That account 10-40-6124-7400, Capital Outlay in the Water Front Docks portion of the General Fund appropriations budget be increased \$211,627.

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 24th day of January, 2011.

**ATTEST:**

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

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

**AUTHORIZE – THE MAYOR AND CITY CLERK TO EXECUTE THE  
UTILITY AND MUNICIPAL AGREEMENTS WITH THE NORTH  
CAROLINA DEPARTMENT OF TRANSPORTATION FOR PROJECT  
R-02510 C**

Interim City Manager, Pete Connet stated this was the third phase of the US 17 project. The four lanes will continue near Cherry Run Road to a point just North of NC 171. There are two agreements, the Municipal agreement (the City will be responsible for all municipal-owned utilities within existing NCDOT right of way) and there is a City water line that runs along US 17 and turns onto Cherry Run Road that will need to be relocated as part of the project. The preliminary estimate for the cost of relocating this line is \$131,120. The City is responsible for the relocation of this line because it is within the right of way US 17. This in no way (which will be pointed out in a letter to NCDOT) waives our rights to challenge the second section on the utility relocation cost that the NCDOT is trying to charge to the City.

City Attorney, Franz Holscher pointed out that the Utility agreement by contract obligates the City to pay for removing the lines and Mr. Lewis shared that is the way it will always be unless the City asked DOT (which would increase the cost of reimbursement process) to go beyond the right of way and place a utilities easement.

Councilman Mercer suggested including copies of the letter to Secretary Conti and Mr. Hugh Overholt and Council agreed.

Council directed the Attorney to include both gentlemen to receive copies as well. Mr. Holscher and Mr. Connet shared who was copied on the letter but they would be certainly willing to include the other two individuals.

By motion of Mayor Pro tem Roberson, seconded by Councilman Moultrie, Council unanimously authorized the Mayor and City Clerk to execute the attached Utility and Municipal Agreements with NCDOT for Project R-2510-C.



RECEIVED FEB 21 2011

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

February 18, 2011

Mr. Archie Jennings, Mayor  
City of Washington  
PO Box 1988  
Washington NC 27889-1988

Dear Mr. Jennings:

Enclosed is a signed original of the agreement between DOT and the City of Washington covering the improvements to US 17 from US 17 south of SR 1001 (Cherry Run Road) to north of NC 171.

Please contact the Division Project Manager Betty Ann Caldwell in the Greenville office at 252-830-3490 if you have any questions or need more information.

Sincerely,

C. E. Lassiter, P. E.  
Division Engineer

CEL/vws

Enclosure

cc: B. A. Caldwell. P.E.

MAILING ADDRESS:  
NC DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
DIVISION TWO  
P.O. BOX 1587  
GREENVILLE, NC 27835

TELEPHONE: (252) 830-3490  
FAX: (252) 830-3352  
WEBSITE: WWW.NCDOT.GOV

LOCATION:  
105 PACTOLUS HIGHWAY  
GREENVILLE, NC

NORTH CAROLINA  
BEAUFORT COUNTY

1/22/09

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

TIP MUNICIPAL AGREEMENT

AND

CITY OF WASHINGTON

PROJECT: R-2510 C  
WBS: 34440.3.6

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

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project R-2510 C, Beaufort County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina, Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

*I. D. # 12130*

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

**SCOPE OF THE PROJECT:**

1. This project consist of the improvements to US 17 from US 17 south of SR 1001 (Cherry Run Road) to north of NC 171.

**PLANNING, DESIGN AND RIGHT OF WAY:**

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

**UTILITIES:**

4. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all municipally-owned utilities in conflict with the Project and shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately- or publicly-owned utilities.

(A) Said work shall be performed in a manner satisfactory to the Department prior to the Department beginning construction of the Project. The Municipality shall make every effort to promptly relocate said utilities in order that the Department will not be delayed in the construction of the Project.

(B) The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.

(C) The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.

(D) If applicable, the Department shall reimburse the Municipality in accordance with the Municipally Owned Utility Policy of the Department approved by the Board of Transportation.

(E) If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, the Municipality shall reimburse the Department all costs associated with said relocation. The current estimated costs of this relocation is \$131,120.00 (estimate based on preliminary plans). Reimbursement will be based on final project plans and actual costs of relocation. If a request is received from the Municipality, a separate Utility Agreement will be prepared to determine the reimbursement terms and an updated cost estimate.

**CONSTRUCTION AND MAINTENANCE:**

5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

6. It is further agreed that upon completion of the Project, the Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.

7. Upon completion of the Project, the roadway shall be a part of the State Highway System and owned and maintained by the Department.

8. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

9. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.

10. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

11. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

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

BY: Cynthia S. Bennett  
TITLE: City Clerk  
DATE: Jan. 24, 2011

CITY OF WASHINGTON  
BY: [Signature]  
TITLE: Mayor  
DATE: Jan. 24, 2011

N.C.G.S. § 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 City Council of the City of Washington as attested to by the signature of Cynthia S. Bennett, clerk of the City Council on Jan. 24, 2011.  
(date)

(SEAL)



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

Federal Tax Identification Number  
56 6001364  
City of Washington

Remittance Address:  
City of Washington  
P. O. Box 1988  
Washington, NC 27889-1988

DEPARTMENT OF TRANSPORTATION  
BY: [Signature]  
STATE HIGHWAY ADMINISTRATOR  
DATE: 2/8/11

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 2-3-11  
(date)



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Allen Lewis, Public Works Director *AL*  
**Date:** July 21, 2014  
**Subject:** Adopt a resolution to accept a grant in the amount of \$11,366 from the North Carolina Department of Transportation to fund the Approach Surveys and Analysis of Runways 5/23 and 17/35.

**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

### RECOMMENDATION:

I move that Council adopt the resolution to accept a grant in the amount of \$11,366 from the North Carolina Department of Transportation to fund the approach surveys and analysis of runways 5/23 and 17/35.

### BACKGROUND AND FINDINGS:

The attached agreement is for the remaining 2011 and 2012 Vision 100 grant funds (\$11,366). These funds were left over from the pavement rehab project and the terminal design and bidding project and will be used for approach surveys for runways 5/23 and 17/35 to determine any obstruction clearing that may need to take place, primarily trees. The City's matching contribution for these funds is \$1,263, or 10% of the total \$12,629 total project cost.

### PREVIOUS LEGISLATIVE ACTION

N/A.

### FISCAL IMPACT

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Attached Block Grant Agreement.

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** *but* Concur July 28, 2014  Denial  No Recommendation 7/23/14 Date

**BLOCK GRANT AGREEMENT**  
**NON PRIMARY ENTITLEMENT FUNDING**

STATE AID TO AIRPORTS BLOCK GRANT  
BETWEEN  
THE N. C. DEPARTMENT OF TRANSPORTATION,  
AN AGENCY OF THE STATE OF NORTH CAROLINA  
AND  
**CITY OF WASHINGTON**

AIRPORT: **WARREN FIELD**

PROJECT NO: **36237.38.11.1**

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

**WITNESSETH**

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

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

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

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

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

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

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

**State Block Grant NPE Program: \$11,366 (not to exceed 90% of the final total costs)**

- 3) That the funding obligations referenced in (2) above shall be the maximum obligations based on the final cost of eligible work items in the approved project, as certified by the Sponsor
- 4) That the Sponsor shall promptly undertake the Project and complete all work on the Project no later than **JULY 1, 2016**, unless a written extension of time is granted by the Department.

- 5) That all work performed on the Project shall conform to the approved scope of work referenced in this Agreement. Any amendments or modifications to the approved scope of work, approved grant amounts, or this Agreement shall not be authorized by the Department unless they are contained in a written modification to this Agreement and fully executed by both the Sponsor and the Department.
  
- 6) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.
  
- 7) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of this Grant.
  
- 8) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.
  
- 9) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver to the contrary.
  
- 10) The Sponsor agrees to adhere to and be bound by the Grant Assurances of the Federal Aviation Administration, said Grant Assurances contained in Appendix I of this Grant Agreement. Further, the Sponsor agrees that it shall be responsible to the Federal Aviation Administration, or its designated agent, for enforcement of such Grant Assurances including any penalties, sanctions, or other actions which may be legally enforceable for lack of compliance with said Grant Assurances.
  
- 11) The Sponsor agrees to comply with the "Sponsor Assurances" contained as part of this Agreement.
  
- 12) N.C.G.S. § 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 grant agreement, 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.

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

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:**

**NCDOT SEAL**

BY: \_\_\_\_\_

Deputy Secretary for Transit

ATTEST: \_\_\_\_\_

**SPONSOR:**

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SPONSOR SEAL**

ATTEST: \_\_\_\_\_

STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Sponsor)

(hereinafter referred to as "Sponsor" and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by \_\_\_\_\_ of the Sponsor, and the  
(Name and Title)

Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature)

My Commission expires: \_\_\_\_\_

**SEAL**

DOA FORM (12/10)

**RESOLUTION**

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_

(Name and Title)

\_\_\_\_\_ for the adoption of the following resolution, and upon

(Name and Title)

being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of **\$11,366** has been approved by the Department based on total estimated cost of **\$12,629**; and

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

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE \_\_\_\_\_

(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I, \_\_\_\_\_ of the \_\_\_\_\_

(Name and Title)

\_\_\_\_\_ do hereby certify that

(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the \_\_\_\_\_

(Sponsor)

\_\_\_\_\_ of a meeting

duly and regularly held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

This, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SPONSOR SEAL**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Of The: \_\_\_\_\_

DOA FORM (12/10)

**SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS**

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

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

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

**SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION**

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

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 SubChapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
  - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
  - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

## Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer’s Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
  - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
  - b. Technical Specifications – electronic copies: MS Word File and PDF format
  - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

**SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT**

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" ([www.whitehouse.gov/wh/eop/omb](http://www.whitehouse.gov/wh/eop/omb)), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

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

- (1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.
- (2) The Project has received an appropriate environmental finding.
- (3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:

a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List

b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.

- (4) Additional information shall be provided as requested.
- (5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.
- (6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

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

#### **SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION**

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

**SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32**

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

**Revised 1/2/13**