



City of  
**Washington**  
NORTH CAROLINA  
Council Agenda  
AUGUST 10, 2015  
5:30 PM

Opening of Meeting

Nondenominational Invocation

Roll Call

Approval of minutes from July 13, 2015 **(page 3)**

Approval/Amendments to Agenda

Presentation: Audrey Woolard ~ Woodman of the World ~ Flags

I. Consent Agenda:

A. Declare Surplus/Authorize – Electronic Auction of Vehicle through GovDeals **(page 17)**

B. Approve – Vehicle Purchase Orders **(page 18)**

C. Approve – Purchase orders > \$20,000 **(page 23)**

II. Comments from the Public:

III. Public Hearing – Zoning:

A. None -

IV. Public Hearing - Other:

A. None –

V. Scheduled Public Appearances:

A. None –

VI. Correspondence and Special Reports:

A. Memo – Vehicle Purchases **(page 26)**

VII. Reports from Boards, Commissions and Committees:

A. Human Relations Council **(page 30)**

VIII. Appointments:

A. Appointment – Recreation Advisory Committee **(page 31)**



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- IX. Old Business:
- A. Adopt – Stewart Parkway Food and Beverage Vending Contract and Amend Section 22-5 to allow peddling on the waterfront **(page 36)**
  - B. Amend – Section 18-53 – Intersections controlled by traffic signals, and Section 18-77 – Stop Intersections, in reference to the intersection of Main Street and Respass Street **(page 49)**
  - C. Adopt – Amended Electric Rate Schedules **(page 51)**
  - D. Adopt – Budget Ordinance Amendment to reflect a 6% electric rate reduction effective August 1, 2015 for residential and small general service customers **(page 64)**
- X. New Business:
- A. Adopt – Recommendation of the Airport Advisory Board to reduce liquidated damages for the airport terminal project **(page 66)**
  - B. Approve – Second ISP Connection at Communication Center **(page 67)**
  - C. Approve – Budget Ordinance Amendment and Approve the subsequent purchase orders relating to the Forest Hills substation **(page 68)**
- 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)(5) Land Acquisition and (a)(6) Personnel
- XIV. Adjourn – Until Monday, August 24, 2015 at 5:30 pm, in the Council Chambers

The Washington City Council met in a regular session on Monday, July 13, 2015 at 5:30pm in the City Council Chambers at the Municipal Building. Present were: Mac Hodges, Mayor; Doug Mercer, Mayor Pro tem; William Pitt, Councilman; Richard Brooks, Councilman; Larry Beeman, Councilman; Bobby Roberson, Interim City Manager; Cynthia S. Bennett, City Clerk and Franz Holscher, City Attorney.

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

**APPROVAL OF MINUTES:**

Mayor Pro tem Mercer noted a correction to page 14 of the June 22<sup>nd</sup> minutes, the statement should read “After the sale is complete, Council should pass part of the reduction onto customers - after the Cost of Service Study.”

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council approved the minutes of June 22, 2015 with the noted correction.

**APPROVAL/AMENDMENTS TO AGENDA:**

Mayor Hodges reviewed the requested amendments to the agenda:

- **Add – Under Consent Agenda Item B:** Adopt: Budget Ordinance Amendment for Purchase Power
  
- **Add – Under any other business from the Mayor or other Members of Council:**  
Councilman Beeman - 8U/12U Softball Babe Ruth World Series in Florida

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

**CONSENT AGENDA:**

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council approved the Consent Agenda as a presented.

- A. **Endorse** - Beaufort County’s application of a Building Reuse Grant for Project Acorn
  
- B. **Adopt** - Budget Ordinance Amendment for Purchase Power

**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 Electric Fund be increased in the amount of \$250,000 in the account Sale of Electricity, account number 35-90-3710-5100.

**Section 2.** That the following account number in the Purchase Power department of the Electric Fund appropriations budget be increased in the amount indicated:

35-90-8320-4800	NCEMPA	\$250,000
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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 13<sup>th</sup> day of July, 2015.

**ATTEST:**

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

**s/Jay MacDonald Hodges**  
**Mayor**

**COMMENTS FROM THE PUBLIC:**

WHDA Director, Beth Byrd requested Council to consider leaving the intersection at Market & Main as a three way stop. She noted that stop signs are working well.

**SCHEDULED PUBLIC APPEARANCES: NONE**

**CORRESPONDENCE AND SPECIAL REPORTS:**

**MEMO – REPORTING OF REALLOCATION OF FUNDING FOR FY 2014-2015**

*(memo accepted as presented), Matt Rauschenbach, Administrative Services Director/C.F.O.*

The following reallocations of funding between divisions within the Electric Fund has been approved by the City Manager in order to cover overspent departments with inter-departmental funds, thus avoiding additional appropriations.

**Electric Fund:**

-Increased Power Line Maint Department	\$15,010
-Decreased Non-departmental	(15,010)

NCGS 159-15 states that this shall be reported to the Council at its next regular meeting and be entered in the minutes.

**REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:**

**HUMAN RELATIONS COUNCIL** *(accepted as presented)*

**MISSION STATEMENT**

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

**SCHEDULED PUBLIC APPEARANCES: None**

**OLD BUSINESS:**

**Update – Housing Symposium:** Board member Recko provided the following updates:

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

- *Event scheduled on Thursday, July 30, 2015*
- *Tentative time from 8:30am – 1:30pm*

- *Keynote speaker will include a representative from HUD and/or NCHFA and a Realtor*
- *Welcome/Introductions: Contact Mayor and or County Commissioner for their availability*
- *Next meeting scheduled for Housing Coalition – key planning/strategies Wednesday, July 1, 2015.*

**FYI – Appointments made by City Council on June 8, 2015:** *Chairman Hughes reviewed the following appointments made by City Council on Monday, June 8, 2015: Reappointed Remanda F. St. Clair and appointed Kelly J. Hammonds and Norman V. Hawn; terms to expire on June 30, 2018.*

*Board members acknowledged Board member Howard for her twelve (12) years of service to the Human Relations Council. Board member Howard stated she was happy to have worked with the Board and will continue to help in any way possible.*

**Appointment – of Chair and Vice-chair for Fiscal year 2015-2016:**

*By motion of Board member O’Pharrow seconded by Board member Recko, Council appointed Remanda F. St. Clair as Chair to the Human Relations Council for Fiscal Year 2015-2016.*

*By motion of Vice-chair St. Clair, seconded by Board member O’Pharrow, Council appointed Bonita Wright as Vice-chair to the Human Relations Council for Fiscal Year 2015-2016.*

**NEW BUSINESS:** *None*

**OTHER BUSINESS:**

**FYI** – *All FYI items and reminders were discussed inclusive of the May 12, 2015 report submitted to City Council, and financial report, and invoice for the Housing Symposium.*

*Interim City Manager, Bobby Roberson tasked the Human Relations Council Board members to consider exploring the issue that occurred in Ferguson and noted this will be discussed later during the year regarding what plan of action is required to move forward. Also, look into emergency housing for our citizens when and if we are hit by a Hurricane.*

**OPEN DISCUSSION:** *NONE(end of report)*

**APPOINTMENTS:**

**APPOINTMENT – TO THE BOARD OF COMMISSIONERS OF THE NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY**

*By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council appointed Interim City Manager Bobby Roberson as Second Alternate Commissioner to the North Carolina Eastern Municipal Power Agency Board of Commissioners.*

**APPOINTMENTS – VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES**

*By motion of Councilman Brooks, seconded by Councilman Beeman, Council appointed Ray Midgett to the Recreation Advisory Committee to fill a vacant (**inside**) position, term to expire June 30, 2018.*

By motion of Councilman Brooks, seconded by Councilman Beeman, Council appointed David C. Mays to the Recreation Advisory Committee to fill a vacant (**inside**) position, term to expire June 30, 2018.

By motion of Councilman Brooks, seconded by Councilman Beeman, Council appointed Patrick C. Griffin, to the Enlarged Planning Board, to fill a vacant position, term to expire June 30, 2017 in concurrence by the Beaufort County Commissioners.

By motion of Councilman Beeman, seconded by Councilman Brooks, Council appointed Monica Ferrari, to the Historic Preservation Commission to fill a vacant position, term to expire June 30, 2016.

**OLD BUSINESS:**

**APPROVE – PURCHASE OF NEW EMS TRUCK**

This is a request for Council to approve the purchase of an EMS Truck from Select Custom Apparatus through a piggyback of the Florida Sheriff’s Association in accordance with G.S. 143-129(g). This purchase is the same method and vendor that was used on the replacement of the previous EMS vehicle and will be of the same make and model. The purchase of this vehicle now will avoid additional costs that will be incurred with upcoming changes in standards for stretcher mounting in trucks, as well as modifications to existing stretchers for new mounting systems.

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council approved the purchase and purchase order in the amount of \$148,066 for the 2015 EMS truck from Select Custom Apparatus.

Mayor Pro tem Mercer commended Chief Rose on getting a good price on this vehicle.

**APPROVE – CONTRACTS WITH DAVEY TREE EXPERT SERVICE FOR FY 2015-16 FOR THE ELECTRIC FUND AND APPROVE CORRESPONDING PURCHASE ORDERS**

Electric Director, Keith Hardt explained that in October of 2014 due to safety, performance and personnel management concerns, staff replaced Asplundh Tree Expert Company with Davey Tree Expert Company for right-of-way maintenance on the City’s electric system.

Prices were solicited from the ElectriCities of North Carolina tree trimming bid schedule as well as Davey Tree Expert Service.

<b>Description</b>	<b>Asplundh</b>	<b>Carolina Tree</b>	<b>Davey Tree</b>
Working Foreman	\$29.85	\$34.15	\$35.19
Climber	\$26.91	\$29.39	\$31.28
Groundman	\$23.02	\$21.96	\$23.46
65ft. Aerial Device	\$41.09	N/A	\$29.63
Chipper	\$6.80	\$7.12	\$4.51
Estimated Annual Cost	\$265,553	Non-responsive	\$258,066

\*Carolina Tree Service is not able to supply the 65ft. aerial device.

Mr. Hardt recommended continuation with our right-of-way maintenance with Davey Tree Expert Company. The recommendation is based on the current experience of the City's electric system with Davey Tree Expert Service. It is also based on our past poor experience with Asplundh, and that Carolina Tree cannot supply the 65 foot aerial device that is needed to reach our right-of-way overhangs.

Mr. Hardt noted the goal is to not trim anymore but just to spray. If the tree is located within the 15ft. right-of-way, it will be removed. Mayor Pro tem Mercer voiced this is a change in operating philosophy. Mr. Hardt explained that this process was discussed in the CIP, Budget and with the Electric Utilities Advisory Board ~ it is a money saving effort.

By motion of Councilman Beeman, seconded by Councilman Brooks, Council approved contracts with Davey Tree Expert Service for FY 2015-16 in the amount of \$260,000 for the entire year and in the amount of \$72,000 for a 13-week period for the Electric Fund and approved the corresponding purchase orders.

**ADOPT/AMEND – CONTRACT AND RFP TO ALLOW CART VENDORS ON STEWART PARKWAY (3 LOCATIONS); AND AMEND THE CITY CODE CHAPTER 22, ARTICLE I, SECTION 22-5**

In 2002 a vending contract was created for two locations on Stewart Parkway and one location on Havens Gardens for food vendors. The City sent out RFP's and a contract was entered into with Jimbo Jumbo's. The Recreation Department has received another request for vending on Stewart Parkway. Currently section 22-5 of the City Code prohibits peddling on the waterfront. During the May 11, 2105 Council Meeting, by motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council voted to allow up to three vendors on Stewart Parkway and instructed staff to follow the RFP process as established in 2002.

Mayor Pro tem Mercer expressed concern with several areas of the contract:

- License Fee: It is **suggested** that a minimum annual license fee of \$1,800 be proposed by each vendor for each vending site location desired. *A fee should be set and this language should be revised.*
- Special Events include:
  1. EC Wildlife Arts Festival
  2. **Marine Market** *(Is all of Stewart Parkway closed for this event? Yes it is closed. If the portion of the street that the vendor has reserved is not closed for a special event, does he/she have to move? The vendor will have to get permission from the event organizer to maintain their location.*
  3. Summer Festival
  4. July 4th Festival
  5. Smoke on the Water
- Licensee shall not deliver to, or remove Licensee's vending cart or other equipment proposed for use from, its location on Stewart Parkway during the hours of **11:00 am to 1:00 pm** by means of a motor vehicle. *Why is vendor restricted during this time period?*
- Licensee shall provide and utilize a vending cart or container that shall be limited to one self-contained unit not larger than four feet by six feet in size and **six and one half feet in height** for the purpose of serving the approved food and beverage items. *Concern was expressed for the height of the cart which includes the cover over the cart – it was suggested that the height of the cart should be 7 ½' instead of 6 ½'.*
- The City reserves the right, in its sole discretion, to permit nonprofit organizations to hold events, conduct activities, and sell food, beverages, etc., either directly or indirectly through concessionaires of their own

choice on Stewart Parkway as well as the accompanying promenade. Notwithstanding anything to the contrary herein, **the City reserves the right, in its sole discretion, to grant additional licenses for concessions on Stewart Parkway as well as the accompanying promenade.** *Mayor Pro tem Mercer suggested that the statement should read “...grant up to three sites for concessions on Stewart Parkway....”*

- Discussion was held regarding insurance coverage. The City Attorney explained this is the minimum standard requirement and is consistent with what we’ve done before.
- Revoke License: Offered for sale any food, beverages, or other items other than those specified herein. *Vendor* should be given the opportunity to rectify the problem instead of immediately having the contract terminated.
- Licensee shall keep or cause to be kept complete records of the business it conducts or transacts arising from this License as well as any additional records reasonably requested by the Manager and, upon request, provide any such records or reports that may be required by the Manager. *Concern was posed regarding this item.*
- Councilman Beeman asked, where will the vendor dispose of their trash? *A dumpster should be designated (possibly near dockmaster station) and maybe an additional \$25 fee for use of the dumpster. Mr. Holscher said the contract is subject to revision and not part of the RFP.*

Discussion was held regarding authorizing staff to issue the RFP for placement of vendor carts along Stewart Parkway with a due date of August 10<sup>th</sup>. The contract will need to be revised with the comments made tonight.

By motion of Mayor Pro tem Mercer, seconded by Councilman Brooks, Council asked staff to request RFP’s for the placement of concessions (vendor carts) along Stewart Parkway - due date of August 10<sup>th</sup>.

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council asked staff to revise the contract in response to the comments made tonight.

**ADOPT – BUDGET ORDINANCE AMENDMENT TO PROVIDE FUNDING FOR KEYS LANDING CDBG GRANT CLAW BACK**

The third installment of the Keys Landing CDBG grant claw back in the amount of \$75,000 was due July 1, 2015. Construction is complete on one non-qualifying LMI household and construction on two homes is nearing completion.

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

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2015-2016**

**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 13<sup>th</sup> day of July, 2015

**ATTEST:**

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

**s/Jay MacDonald Hodges**  
**Mayor**

**ADOPT – GRANT PROJECT ORDINANCE FOR CWSRF SEWER IMPROVEMENT PROGRAM**

The City applied for and was awarded a \$2,000,000 loan from the CWSRF program. \$500,000 of the total loan will be in the form of principal forgiveness, with the balance being at 0% interest.

By motion of Councilman Pitt, seconded by Councilman Beeman, Council adopted a Grant Project Ordinance for the recently awarded Clean Water State Revolving Fund sewer improvement program.

**A GRANT PROJECT ORDINANCE FOR CWSRF SEWER GRANT CITY OF WASHINGTON, N.C. FOR FISCAL YEAR 2015-2016**

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

Section 1. That project authorized is for the Clean Water State Revolving Fund sewer improvement program.

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

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

74-90-4930-0405	Engineering	\$ 300,000
74-90-4930-0401	Loan fee	2,000
74-60-4930-4500	Construction	<u>1,698,000</u>
	Total	\$2,000,000

Section 4. The following revenue is anticipated to be available to complete this project:

74-90-3480-8900	CWSRF Principal Forgiven	\$ 500,000
74-90-3480-3400	CWSRF Loan	<u>1,500,000</u>
	Total	\$2,000,000

- Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant agreements.
- Section 6. Funds may be advanced by the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.
- Section 7. The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.
- Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this grant project in every budget submission made to the City Council.
- Section 9. Copies of this grant ordinance shall be furnish to the City Clerk, and to the Budget Officer, and to the Finance Director in carrying out this project.
- Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 11. This ordinance shall become effective upon its adoption.

This the 13<sup>th</sup> day of July, 2015

**ATTEST:**

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

**s/Jay MacDonald Hodges**  
Mayor

**PUBLIC HEARING – ZONING: NONE**

**PUBLIC HEARING: OTHER 6:00PM**

**ADOPT – ORDINANCE TO AMEND CHAPTER 40. ARTICLE VI, SECTION 40-93, TABLE OF USES**

Mayor Hodges opened the public hearing. City Attorney, Franz Holscher explained the public hearing tonight is regarding a City Code Ordinance Amendment and will require a 2/3 vote.

Dot Moate representing the Planning Board explained that the Planning Board received a request from Mr. Joe Davis IV to amend the Zoning Ordinance to include Private Dormitories as a Special Use in the R-9S (Residential) Zoning District.

The Planning Board met June 23, 2015 to discuss the request by Mr. Davis and made the following facts and conclusions:

1. Currently, Private Dormitories are allowed only within the City’s RMF (Residential Multi-Family) Zoning Classification.
2. Mr. Davis plans to operate a post high school graduate prep school on the property located at 1110 North Market Street. The dormitory would be used to house the students attending the proposed school.

3. The Planning Board felt that the proposed amendment was inconsistent with any comprehensive plan, area plan or elements thereof.
4. The Planning Board felt the impact to the adjacent property owners and the surrounding neighborhood was **unreasonable**, and the benefits of the amendment would **not** outweigh any potential inconvenience or harm to the community.
5. The Planning Board felt the proposed use was **not** similar to other uses in the zoning district and was **not** compatible to the surrounding area and the zoning district.
6. In conclusion the Planning Board felt the request to amend the Zoning Ordinance to allow Private Dormitories, as a Special Use, in the R-9S Zoning District is **unreasonable** due to inconsistency with the zoning ordinance.

Based on the findings and conclusions the Planning Board voted 5-0 to recommend to City Council that the request to amend the Zoning Ordinance to include Private Dormitories as a Special Use in the R-9S (Residential) Zoning District **not be approved**.

Joe Davis, IV representing ScoutsFocus, came forward and explained his proposed project. He explained that he would like to use the property owned by his father at 1110 N. Market Street as a dormitory for the basketball project. Mr. Davis explained the purpose of the ScoutsFocus Recruiting business and the history of the program. Mr. Davis addressed and answered questions from the Council.

The following people spoke in opposition the text amendment:

Polk Culpepper	Alana Cameron	Sandra Hughes	Nita Arnold
Liz Barnhardt	Michael Tahaney	Laura (last name not provided)	

The following people spoke in support of the text amendment:

Joe Davis, IV	Joe Davis, III	Rob (last name not provided)
John Cantrell	Carl Holder	Ryan (last name not provided)
Ronnie Booth	Jonathan Chandler	Dasonte Porter

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

Mayor Pro tem Mercer reminded Council that the request before them tonight is whether or not to approve the requested text amendment that would allow dormitories in a residential area. If approved, this would allow dormitories in all residential areas – not just the location in question.

Councilman Pitt discussed the educational aspect of the proposed program and didn't see proof where the program is associated with Beaufort County Schools or BCCC. Councilman Brooks expressed that he feels it is not right to have dormitories in a residential neighborhood. Councilman Beeman acknowledged that the Council will only be voting on the text amendment to allow dormitories in a residential neighborhood and not the basketball program proposed by Mr. Davis.

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council accepted the recommendation of the Planning Board to **not** approve the Ordinance to amend **Chapter 40. Article VI, Section 40-93, Table of Uses**, by adding that **Private Dormitories** as a Special Use Permit within the R-9S Residential Classification.

\*Recess

**OLD BUSINESS CONTINUED:**

**DISCUSSION – UPDATE ON ELECTRIC ASSET SALE AND RATE SCHEDULE**

Mayor Pro tem Mercer informed Council that he spoke with Graham Edwards (CEO of ElectriCities) and was advised the electric asset sale should be completed by July 31<sup>st</sup>. Mayor Pro tem Mercer suggested a 6% reduction for residential and small general service customers with an effective date of August 1<sup>st</sup> (subject to closure of sale).

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council authorized a 6% rate reduction for residential and small general service customers with an effective date of August 1, 2015 (subject to the closing of the electric asset sale).

**AUTHORIZE - INTERIM CITY MANAGER TO RENEW AND SIGN “AN AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING AND RELATED SERVICES” WITH RETAIL STRATEGIES, LLC TO ASSIST THE CITY OF WASHINGTON IN RETAIL RECRUITMENT AND RETENTION EFFORTS FOR A COST OF \$15,000 FOR FISCAL YEAR 2015-2016**

By motion of Councilman Pitt, seconded by Councilman Beeman, Council authorized the Interim City Manager to renew and sign “An Agreement to Provide Professional Consulting and Related Services” with Retail Strategies, LLC to assist the City of Washington in retail recruitment and retention efforts for a cost of \$15,000 for fiscal year 2015-2016.

Mayor Pro tem Mercer inquired if quarterly reports were supposed to be submitted from Retail Strategies and Mr. Roberson stated reports are to be submitted. RSI has noted recruitment success stories with the following establishments.

- Zaxby’s
- Little Caesars
- National Grocery Store
- Quick Service Restaurant
- Hibachi Japan
- Waffle House
- East Cost Wings

**NEW BUSINESS:**

**AUTHORIZE – RECREATION MANAGER TO APPLY FOR THE RECREATIONAL TRAILS PROGRAM GRANT PRE-APPLICATION 2016**

The Recreation Department has been working diligently with Sound Rivers Inc, formally PTRF, the Beaufort County Chamber of Commerce, and the Tourism Development Authority. We have applied for this grant and similar funding sources. The project is ready to build and we already have the CAMA permit for this project. There is a 25% cash or in-kind match.

Mayor Pro tem Mercer noted this is giving permission to only apply for the grant.

By motion of Councilman Brooks, seconded by Councilman Beeman, Council authorized the Recreation Manager to apply for the Recreational Trails Program Grant Pre-Application in the amount

of \$26,000. This grant pre-application is to construct a canoe/kayak launch at the Havens Gardens Boat Ramp.

**AMEND – CHAPTER 18, SECTION 123 – DESIGNATED PROHIBITED PARKING AREAS**

The request is to prohibit parking on the north side of Main Street, twenty (20) feet west of the driveway to the Peterson Building parking lot. Currently, it is extremely difficult to see oncoming traffic west of this driveway when exiting the parking lot.

By motion of Councilman Beeman, seconded by Councilman Brooks, Council adopted an ordinance to amend Chapter 18, Section 123, Designated prohibited parking areas, in reference to no parking on West Main Street adjacent to the Peterson Building parking lot, as outlined in the attached ordinance, with an effective date of July 14, 2015.

**AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, SECTION 18-123: DESIGNATED PROHIBITED PARKING AREAS, OF THE WASHINGTON CITY CODE**

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

Section 1. That Chapter 18 Section 18-123 – Designated prohibited parking areas, be amended to add the following:

Main Street (north side), twenty (20) feet west of the driveway to the Peterson Building.

Section 2. All ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall become effective July 14, 2015.

This the 13<sup>th</sup> day of July 2015.

**ATTEST:**

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

**s/Jay MacDonald Hodges  
Mayor**

**AUTHORIZE – THE MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH ARK CONSULTING GROUP, PLLC FOR DRAINAGE IMPROVEMENTS**

The FY 2015-2016 budget included funding for additional needed drainage improvements around Washington. These included improvements in the Jack’s Creek drainage basin between 7<sup>th</sup> and 9<sup>th</sup> Streets and near Willow Street as well as improvements between Alderson Road and Reed Drive in Smallwood. With the execution of this agreement, Ark Consulting Group will perform the engineering services necessary including design, bid and construction observation and administration services necessary for this work to be completed. Mr. Roberson stated Ark Consulting Group has members that were once part of Rivers & Associates.

By motion of Council Pitt, seconded by Councilman Brooks, Council authorized the Manager to execute the Professional Services Agreement with Ark Consulting Group, PLLC for drainage improvements and approved the corresponding purchase order.

**ADOPT – DECLARATION OF OFFICIAL INTENT TO REIMBURSE FOR FISCAL YEAR 2015/2016 INSTALLMENT PURCHASE EXPENDITURES INCURRED PRIOR TO THE ISSUANCE OF DEBT**

Installment financing is budgeted for January 2016. This declaration authorizes the City to reimburse itself for Council approved expenditures prior to the issuance of debt. Also, it is anticipated that requests will be made for some purchases prior to the issuance of debt due to necessity, the ability to complete this fiscal year, and to avoid price increases.

By motion of Mayor Pro tem Mercer, seconded by Councilman Beeman, Council adopted a Declaration of Official Intent to Reimburse for Fiscal Year 2015-2016 installment purchase expenditures incurred prior to the issuance of debt.

**DECLARATION OF OFFICIAL INTENT TO REIMURBRSE**

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 \$527,500.
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 13<sup>th</sup> day of July, 2015

**ATTEST:**

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

**s/Jay MacDonald Hodges  
Mayor**

**AUTHORIZE - INTERIM CITY MANAGER TO SIGN THE AGREEMENT WITH SELECT PHYSICAL THERAPY HOLDINGS, INC. AND REHABCLINICS, INC. ~ POST-OFFER EMPLOYMENT TESTING (POET) & POST EMPLOYMENT FIT FOR DUTY TESTING FOR THE CITY OF WASHINGTON**

Bill Lurvey, Risk Manager, explained on June 8, 2015 the City Council approved adoption of the Post-Offer Employment Testing (POET) & Post Employment Fit for Duty Testing Policies. The testing

will be conducted within the protocols and procedures of the WorkSTEPS corporation by Select Physical Therapy. Mr. Lurvey explained this will lower Worker's Compensation claims.

By motion of Councilman Pitt, seconded by Councilman Brooks, Council authorized the Interim City Manager to sign the Agreement with Select Physical Therapy Holdings, Inc. and RehabClinics, Inc. to provide functional employment testing for the City of Washington.

**ANY OTHER BUSINESS FROM THE CITY MANAGER**  
**DISCUSSION – PROPOSED POLICE/FIRE/EMS STATION**

Interim City Manager, Bobby Roberson explained that the report has been completed for the proposed new Police/Fire facility at the intersection of North Bonner and East 5<sup>th</sup> Streets. He included several front elevations for review along with a proposed estimated budget. All of the property is owned by the City and was purchased through CDBG and the FEMA buy out programs. The discussion should focus on the next step to implement the next phase for the building. This proposed structure is to house both the Police and Fire/Rescue/EMS, as submitted.

Mayor Hodges stated he understood the building would cost in the range of \$3 million or less. Mr. Roberson noted the difference in cost (\$5.2 million) is due to combining the facilities (Police/Fire/EMS station). Staff felt like it was more economically feasible to combine the facilities. Mr. Roberson noted it was his understanding the estimated land cost for this type of facility would be close to \$750,000 to a million dollars, and that's the reason staff chose this site.

Mayor Pro tem Mercer said he does not recall the Council discussing combining facilities. He requested a breakdown of the cost between Police & Fire. Mayor Pro tem Mercer suggested a small fire station on the east side and possibly make Fire Station One as Administrative office for Police. Director Drakeford noted the current fire station allows too much public access. Mr. Drakeford said that talking with other police and fire chiefs, there is a movement to start building combination departments because you're able to get two for almost the price of one. The current plans are bare minimum plans.

Mr. Roberson noted that, if built, the facility would be out of the 100-year flood plain, but the parking lot serving the facility could be in that flood plain.

Councilmembers Brooks and Pitt inquired about the impact on the budget if we decide to construct this facility. Councilman Beeman expressed concern with the financial issues but noted both facilities are in need of replacement.

For several years, the City has been setting aside part of its general-fund revenues into a reserve fund to help pay for capital expenditures such as building a new police station. That reserve designation is expected to generate \$167,000 this fiscal year.

Council directed staff to provide a breakdown on Police/Fire regarding the cost for each division to construct the new combined facility.

**DISCUSSION – VEHICLES IN CIP**

Interim City Manager, Bobby Roberson explained that the City of Washington will be purchasing vehicles in the up-coming fiscal year 2015-2016. In years past, we have purchased the majority of our automobiles under State contract below the \$20,000 amount. Because the price has been

below the \$20,000 threshold, the City has purchased the automobiles and reported the purchase as consent agenda items. The City staff would like to continue this process in the up-coming fiscal year.

Mayor Pro tem Mercer commented he was concerned with replacing pickups with an SUV. As long as the vehicle is replaced with the same type of vehicle he doesn't have a problem with that. Council needs to know before budget is approved if vehicles are being replaced with a different type or at least inform Council before staff buys a vehicle.

**ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL:  
DISCUSSION – 8U/12U BABE RUTH WORLD SERIES**

Councilman Beeman reminded everyone that the 8U/12U softball teams are pursuing the next step in their process by participating in the Babe Ruth World Series in Florida. Several fundraising events will be held throughout the area to assist the teams with expenses.

**DISCUSSION – JULY 27<sup>TH</sup> COUNCIL MEETING**

By motion of Councilman Pitt, seconded by Councilman Brooks, Council voted to forego the July 27<sup>th</sup> Council meeting and meet again at the next regular meeting on August 10, 2015.

**CLOSED SESSION: UNDER 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)(6) Personnel at 8:10pm.

By motion of Councilman Beeman, seconded by Councilman Brooks, Council agreed to come out of closed session at 8:44pm.

**ADJOURN:**

By motion of Councilman Beeman, seconded by Councilman Brooks, Council adjourned the meeting at 8:45pm until Monday, August 10, 2015 at 5:30 pm, in the Council Chambers.

**(Subject to the Approval of the City Council)**

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



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Mike Whaley, Purchasing Agent  
**Date:** July 13, 2015  
**Subject:** Declare Surplus/Authorize Electronic Auction of Vehicle through GovDeals  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

I move that City Council declare surplus and authorize the sale of the following vehicle through electronic auction using GovDeals.

**BACKGROUND AND FINDINGS:**

The purpose of the council Action is to declare surplus the following vehicle and authorize the sale of this vehicle through electronic auction using GovDeals.

<u>Vehicle #</u>	<u>Make/Model</u>	<u>Department</u>	<u>Serial Number</u>	<u>Odometer</u>
5011	Husqvarna Riding Mower	Cemetery	ZTH5223KAA	N/A

**PREVIOUS LEGISLATIVE ACTION:**

**FISCAL IMPACT:**

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

**SUPPORTING DOCUMENTS:**

City Manager Review: 1802 Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation \_\_\_\_\_  
8-4-15 Date August 10, 2015  
Page 17 of 73



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director/C.F.O.  
**Date:** August 10, 2015  
**Subject:** Vehicle Purchase Order Approval  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

### RECOMMENDATION:

I move that City Council approve the attached purchase orders.

### BACKGROUND AND FINDINGS:

Requisition #500, Ilderton Dodge, \$27,963 to replace vehicle #550, a 2003 Dodge Durango, \$28,000 budgeted. The current vehicle will be declared surplus, sold on Gov deals, and the proceeds applied to the Water Fund.

Requisition #556, Feyer Ford Lincoln Mercury, \$26,819.08 to replace vehicle #614, a 2004 Ford Explorer, \$35,000 budgeted. The current vehicle will be declared surplus, sold on Gov deals, and the proceeds applied to the Electric Fund.

Requisition #571, Piedmont Truck Center, \$51,535 (cab and chassis) and requisition #572, Quality Truck Bodies, \$12,328.55 (dump truck body), to replace vehicle #455, a 2001 Chevrolet dump truck, \$75,000 budgeted. The current vehicle will be declared surplus, sold on Gov deals, and the proceeds applied to the Vehicle Replacement Fund.

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

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

### SUPPORTING DOCUMENTS

Requisitions

City Manager Review: *MR* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
*8-4-15* Date August 10, 2015  
Page 18 of 73

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

**Requisition #:** 500  
**PO #:** Not Assigned  
**User Name:** mwhaley

**Date:** 7/16/2015  
**Approved By:**  
**Approved Code:**  
**Total Amount:** \$27,963.00  
**Ship To:** CITY OF WASHINGTON  
WAREHOUSE

ILDERTON DODGE  
PO BOX 350  
HIGH POINT, NC 27260

**Water Treatment Plant, Mike Whaley, 252-975-9308. Replaces Vehicle #550. Attn: Mike Collins**

Quantity	Item Description	Project Number	Unit Price	Extended
1	Dodge Durango from State Contract #070G, Item #63. A) Color: White, B) Interior blue or gray, c) Freight included, D) Title to: City of Washington, PO Box 1988, Washington, NC 27889. Vehicle to be delivered to: 203 Grimes Road, Washington, NC 27889.		\$27,963.00	\$27,963.00

<b>Sub Total</b>	\$27,963.00
<b>Shipping</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$27,963.00

Account Number	Account Description	Amount
30-90-8100-7400	EQUIPMENT PURCHASES	\$27,963.00
<b>Total</b>		\$27,963.00

**Requisition Approval History**

Approval Date	Approval Description	Approved by	PO Number
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**Requisition Form  
City Of Washington  
P.O BOX 1988  
WASHINGTON, NC 27889**

**Requisition #:** 556  
**PO #:** Not Assigned  
**User Name:** mwhaley

**Date:** 7/28/2015  
**Approved By:**  
**Approved Code:**  
**Total Amount:** \$26,819.08  
**Ship To:** CITY OF WASHINGTON  
WAREHOUSE

FEYER FORD LINCOLN MERCURY, INC.  
1677 US HWY 17  
WILLIAMSTON, NC 27892

**Elec. Dept, Mike Whaley, 252-975-9308.**

Quantity	Item Description	Project Number	Unit Price	Extended
1	2016 Ford Explorer with packages, powertrain, wheels and tires, seats and trim and other options as specified in your quote dated April 9, 2015.		\$26,819.08	\$26,819.08

<b>Sub Total</b>	\$26,819.08
<b>Shipping</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$26,819.08

Account Number	Account Description	Amount
35-90-8390-7401	INSTALLMENT PURCHASES	\$26,819.08
<b>Total</b>		\$26,819.08

**Requisition Approval History**

Approval Date	Approval Description	Approved by	PO Number
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**Requisition Form  
City Of Washington  
P.O BOX 1988  
WASHINGTON, NC 27889**

**Requisition #:** 571  
**PO #:** Not Assigned  
**User Name:** mwhaley

**Date:** 7/31/2015  
**Approved By:**  
**Approved Code:**  
**Total Amount:** \$51,535.00  
**Ship To:** CITY OF WASHINGTON  
WAREHOUSE (PW)

PIEDMONT TRUCK CENTER  
PO BOX 18109  
GREENSBORO, NC 27419-8109

**Mike Whaley for Frankie Buck, Public Works, 252-975-9308. Replaces vehicle # 455. Attn: Spencer Wood**

Quantity	Item Description	Project Number	Unit Price	Extended
1	2016 F650/F6F Cab and Chassis Ford Truck from State Contract #070G, Item #69. Order with bench seats rather than bucket seats. 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.		\$51,535.00	\$51,535.00

<b>Sub Total</b>	\$51,535.00
<b>Shipping</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$51,535.00

Account Number	Account Description	Amount
86-60-4930-4510	VEHICLE PURCHASES-STREETS	\$51,535.00
<b>Total</b>		\$51,535.00

**Requisition Approval History**

Approval Date	Approval Description	Approved by	PO Number
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**Requisition Form  
City Of Washington  
P.O BOX 1988  
WASHINGTON, NC 27889**

**Requisition #:** 572  
**PO #:** Not Assigned  
**User Name:** mwhaley

**Date:** 7/31/2015  
**Approved By:**  
**Approved Code:**  
**Total Amount:** \$12,328.55  
**Ship To:** CITY OF WASHINGTON  
WAREHOUSE (PW)

QUALITY TRUCK BODIES  
P.O. BOX 1669  
WILSON, NC 27894

**Mike Whaley for Frankie Buck, Public Works, 252-975-9308. For vehicle #455. Attn: Mike Gira**

Quantity	Item Description	Project Number	Unit Price	Extended
1	Dump Truck Body for replacement vehicle #455. 12' long dump body per quote #30869 dated 7/29/2015 to be mounted on a F650 Ford Truck 84" cab to axle.		\$12,328.55	\$12,328.55

<b>Sub Total</b>	\$12,328.55
<b>Shipping</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$12,328.55

Account Number	Account Description	Amount
86-60-4930-4510	VEHICLE PURCHASES-STREETS	\$12,328.55
<b>Total</b>		\$12,328.55

**Requisition Approval History**

Approval Date	Approval Description	Approved by	PO Number
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# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director/C.F.O.  
**Date:** August 10, 2015  
**Subject:** Purchase Order Approval  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

**RECOMMENDATION:**

I move that City Council approve the attached purchase orders.

**BACKGROUND AND FINDINGS:**

Requisition #537, Hungerford & Terry, \$27,160 to replace flow meters and install control panel.  
 Requisition #565, Utility Service Co., \$86,458.16 for elevated water tank maintenance.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Requisitions

City Manager Review: *Bleh* Concur \_\_\_\_\_ Recommend Denial \_\_\_\_\_ No Recommendation  
 8-4-15 Date

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

**Requisition #:** 537  
**PO #:** Not Assigned  
**User Name:** awaters

**Date:** 7/23/2015  
**Approved By:**  
**Approved Code:**  
**Total Amount:** \$27,160.00  
**Ship To:** CITY OF WASHINGTON  
WAREHOUSE (PW)

HUNGERFORD & TERRY INC.  
P.O. BOX 650  
CLAYTON, NJ 08312

**PUBLIC WORKS  
WATER RESOURCES QUOTE # Q0080  
ADAM WATERS  
252-975-9310**

Quantity	Item Description	Project Number	Unit Price	Extended
1	REPLACE 6 FLOW METERS, INSTALL AND PROGRAM CONTROL PANEL I/O CARD		\$27,160.00	\$27,160.00

<b>Sub Total</b>	\$27,160.00
<b>Shipping</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$27,160.00

Account Number	Account Description	Amount
30-90-8100-7000	NONCAPITALIZED PURCHASES	\$27,160.00
<b>Total</b>		\$27,160.00

**Requisition Approval History**

Approval Date	Approval Description	Approved by	PO Number
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**Requisition Form  
City Of Washington  
P.O BOX 1988  
WASHINGTON, NC 27889**

**Requisition #:** 565  
**PO #:** Not Assigned  
**User Name:** tboyd

**Date:** 7/30/2015  
**Approved By:**  
**Approved Code:**  
**Total Amount:** \$86,458.16  
**Ship To:** CITY OF WASHINGTON CITY HALL (PW)

UTILITY SERVICE CO. INC.  
200 OLD COVERED BRIDGE RD.  
MADISON, NC 27025

Frankie Buck  
Public Works  
252-975-9302

Quantity	Item Description	Project Number	Unit Price	Extended
1	300,000 Elevated Third St Tank 0003 - Annual		\$13,964.62	\$13,964.62
1	500,000 Elevated Tank 001 - Annual		\$15,655.50	\$15,655.50
1	500,000 Elevated Hamilton Tank #2 - Annual		\$15,460.44	\$15,460.44
1	Per PO#51304 Per RA Lewis III upon completion of containment during exterior paint performed on the 300,000 elevated Third St Tank 003		\$41,377.60	\$41,377.60

<b>Sub Total</b>	\$86,458.16
<b>Shipping</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$86,458.16

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
30-90-8140-4500	CONTRACT SERVICES	\$86,458.16
<b>Total</b>		\$86,458.16

**Requisition Approval History**

Approval Date	Approval Description	Approved by	PO Number
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**Mayor**  
Mac Hodges

**Interim City Manager**  
Bobby Roberson



**Washington City Council**  
Richard Brooks  
Doug Mercer  
Larry Beeman  
William Pitt

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**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, C.F.O.  
**Date:** August 10, 2015  
**Subject:** Vehicle Purchases

Please find attached purchase orders for a replacement vehicle for unit #551. \$27,000 is budgeted for the purchase of the replacement of a 2001 Dodge Ram ½ ton pickup. A purchase order for the replacement of vehicle #510, a 1999 Ford Ranger, \$20,000 budget, is also attached.



# Purchase Order

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

PO Number: 53803  
Issued to: 10025  
PIEDMONT TRUCK CENTER  
PO BOX 18109  
GREENSBORO, NC 27419-8109

Issued: 7/20/2015  
Required: 7/20/2015  
Ship to: CITY OF WASHINGTON WAREHOUSE  
203 GRIMES ROAD  
WASHINGTON, NC 27889

FOB: None Terms: Net 30

**Special Instructions** Water Plant for Adam Waters, Mike Whaley, 252-975-9308. Replaces Vehicle #551. Attn: Spencer Wood

Inventory #	Item Description	Quantity	UOM	Unit Price	Extended
	2016 Ford F250/F2A/XL/60DA Ford Cab and chassis from State Contract #070G, Item #49. A) Color: White, B) Interior color: blue or gray vinyl, C) Freight included, D) Title to: City of Washington, PO Box 1988, Washington, NC 27889. Truck to be delivered to Knapheide , 3613 Jones Sausage Road, Garner, NC 27529 for installation of work body.	1.0	EA	\$19,993.00	\$19,993.00

Sub Total	\$19,993.00
Total Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$19,993.00</b>

Account Number	Account Description	Amount
32-90-8220-7400	EQUIPMENT PURCHASES	\$19,993.00

**Total** \$19,993.00

Finance Officer

Purchasing Agent

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT. THIS DOCUMENT IS GOVERNED BY THE PROVISIONS OF NCGS, CHAPTER 25 UNIFORM COMMERCIAL CODE

ARTICLE 2 SALES

August 10, 2015

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

Date Received: \_\_\_\_\_



copy

# Purchase Order

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

PO Number: 53794  
Issued to: 15187  
KNAPHEIDE  
3613 JONES SAUSAGE ROAD  
GARNER, NC 27529

Issued: 7/20/2015  
Required: 7/20/2015  
Ship to: CITY OF WASHINGTON WAREHOUSE  
203 GRIMES ROAD  
WASHINGTON, NC 27889

FOB: None Terms: Net 30

Special Instructions Water Plant for Adam Waters, Mike Whaley, 252-975-9308. For Vehicle #551. Attn: Mike

Inventory #	Item Description	Quantity	UOM	Unit Price	Extended
3.1	Utility Body from State Contract #065A.	1.0	EA	\$3,495.00	\$3,495.00
3.31	Removable side mount steel ladder rack.	1.0	EA	\$650.00	\$650.00
3.34	Additional pull-out divider shelf.	1.0	EA	\$390.00	\$390.00
3.40	Master locking system.	1.0	EA	\$325.00	\$325.00
3.41	Mounted Class III receiver style hitch and wiring.	1.0	EA	\$280.00	\$280.00
3.44	Mechanics Vice bracket.	1.0	EA	\$135.00	\$135.00
3.46	Capartment lights (6).	1.0	EA	\$395.00	\$395.00
3.52	Hard spray in bed lining.	1.0	EA	\$791.00	\$791.00

Sub Total	\$6,461.00
Total Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$6,461.00</b>

Account Number	Account Description	Amount
32-90-8220-7400	EQUIPMENT PURCHASES	\$6,461.00

**Total** \$6,461.00

Finance Officer

Purchasing Agent

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT. THIS DOCUMENT IS GOVERNED BY THE PROVISIONS OF NCGS, CHAPTER 25 UNIFORM COMMERCIAL CODE

ARTICLE 2, SALES

August 10, 2015

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

Date Received: \_\_\_\_\_



# Purchase Order

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

PO Number: 53820

Issued to: 10983

CAPITAL FORD OF WILMINGTON  
4222 OLEANDER DRIVE  
WILMINGTON, NC 28403

Issued: 7/24/2015

Required: 7/24/2015

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

FOB: None

Terms: Net 30

Special Instructions Cemetery for Eddie Gurganus, Mike Whaley, 252-975-9308. Replaces vehicle #510. Attn: Jim Torr

Inventory #	Item Description	Quantity	UOM	Unit Price	Extended
	2016 Ford F150/F1C/XL/100A Pickup Truck from State Contract #070G, item #28. A) Color: White, B) Interior color: blue or gray vinyl, C) Freight included, D) Title to: City of Washington, PO Box 1988, Washington, NC 27889. Vehicle to be picked up in Wilmington.	1.0	EA	\$18,762.00	\$18,762.00

Sub Total	\$18,762.00
Total Tax	\$0.00
Shipping	\$0.00
Total	\$18,762.00

Account Number	Account Description	Amount
39-90-4740-7400	CAPITAL OUTLAY	\$18,762.00

Total \$18,762.00

Finance Officer

Purchasing Agent

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT. THIS DOCUMENT IS GOVERNED BY THE PROVISIONS OF NCGS, CHAPTER 25 UNIFORM COMMERCIAL CODE ARTICLE 2, SALES.

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

Date Received: \_\_\_\_\_



## Human Relations Council

Human Relations Council (HRC) report for the month of July  
Monday August 10, 2015 City Council Meeting

### MISSION STATEMENT

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

**SCHEDULED PUBLIC APPEARANCES: None**

### **OLD BUSINESS:**

**Update – ‘National Night Out’ and 2015 Pro’s Week:** Kimberly Grimes, Police & Fire Services, provided the following updates: Ms. Grimes voiced ‘National Night Out’ has been scheduled for Tuesday, August 4, 2015 at Beebe Memorial Park from 6:00 – 8:00 pm. Ms. Grimes voiced Police & Fire Services will be partnering with Washington Housing Authority and Zaxby’s of Washington this year. A list participants and vendors were provided.

Ms. Grimes suggested there will be games, free food for everyone and requested support from HRC Board members. Ms. Grimes shared that the 2015 Pro’s week was highly successful. The kids had an excellent time and there were over 200 kids served on Tuesday night. The attendance was great for the Football & Basketball Camp.

**Update – Housing Symposium:** Board member Recko provided the following draft agenda for the City of Washington/Beaufort County Regional Committee Housing Symposium. The event has been scheduled for Thursday, July 30, 2015 at the Civic Center.

### **Draft Agenda:**

9:00	Registration
9:30	Welcome/Introduction
9:45	Mission of the City of Washington Human Relations Council
10:00	Keynote Speaker ~ Mr. William Kenney (USDA) or Lt. Chrismon (Police & Fire Services)
10:30	Realtor/Finance Overview ~ Mr. Tom Litchfield
11:00	A panel of speaker will review the status of community assistance housing
11:30	Break
11:45	Fair Housing ~ Mr. Phillip Jordan, NC Human Relations Council
12:30	Questions, Symposium Survey, and Closing
12:45	Lunch

**NEW BUSINESS: None**

### **OTHER BUSINESS:**

**FYI** – All FYI items and reminders were discussed inclusive of the June 16, 2015 report submitted to City Council, financial report, and board members contact information update.

**OPEN DISCUSSION: NONE**



**REQUEST FOR CITY COUNCIL ACTION**

**To:** Mayor Hodges & Members of the City Council  
**From:** Cynthia S. Bennett, City Clerk  
**Date:** August 1, 2015  
**Subject:** Appointment to Recreation Advisory Committee  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

**(Richard Brooks)**

I move that the City Council appoint \_\_\_\_\_ to the Recreation Advisory Committee to fill a vacant (**inside**) position, term to expire June 30, 2017.

**BACKGROUND AND FINDINGS:**

Council liaison will make appoint to the Recreation Advisory Committee

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

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

**SUPPORTING DOCUMENTS**

Board Applications

City Manager Review: 8-4-15 Date Concur PHW Recommend Denial \_\_\_ No recommendation \_\_\_

Requested Board Parks and Recreation Department

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

NAME Garrick L. Witherspoon

ADDRESS 108 Ore Ct. Washington, NC 27889

PHONE (WORK) 252-439-2835 (HOME) 252-714-8514

E-MAIL ADDRESS gwitherspoon@ncdot.gov

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

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

YEARS OF EDUCATION North Pitt High School - 12<sup>th</sup>, NCSU, NCDOL, NC Safety Council

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.*

Please see attached document.

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.

7/23/15  
Date

Garrick L. Witherspoon  
Signature

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

City of Washington  
Parks & Recreation Department

JULY 23, 2015

To: Kristi H. Roberson, MS  
From: Garrick L. Witherspoon, Safety Officer  
Subject: Qualifications

Greetings Ms. Kristi H. Roberson, MS

I am committed to serving the people of Washington and enjoy working in the community that we live. My wife and I are current citizens of the Original Washington known as "Little Washington". We have resided in the Iron Creek Subdivision for seven years.

The North Carolina Department of Transportation in Greenville N.C. is currently my employer for over twenty-one yrs. as the Division Safety Officer. My essential duties consist of administering the State, Federal and OSHA Safety and Health Standards as applicable to DOT. The completion of studies from North Pitt High School, NCSU, NCDOL, NC Safety Council and Manager of Environmental Safety & Health Programs.

Presently I am serving as the Local Preacher of the Metropolitan A.M.E. Zion Church Washington NC. and teach weekly Sunday School & Bible Study classes. I believe that my experience in working with NCDOT, Local Citizens and Serving the Local Church has given me the foundational skills for serving as the Parks and Recreation Board Member. The opportunity to serve as a board member has given me great enthusiasm. It will be also very humbling and educational to learn from board members that have served on the committee.

Personally the opportunity to serve the youth and others in our community reminds me of past years. I still remember the leaders from my local community who developed the little league baseball and football teams. I remember them many years later because of the positive influence they provided in the younger years. They were committed to supporting the local community in which we lived and making a difference.

Sincerely,

Garrick L. Witherspoon

MAILING ADDRESS:  
GARRICK L. WITHERSPOON  
108 ORE CT WASHINGTON, NC 27889

TELEPHONE: 252-714-8514

WEBSITE: [gwitherspoon@ncdot.gov](mailto:gwitherspoon@ncdot.gov)

LOCATION:

WASHINGTON, NC

**MAKING A DIFFERENCE BY  
HELPING OUR COMMUNITY!**

Requested Board Recreation

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

NAME Will Tyson

ADDRESS 102 N. Reed Dr. Washington, NC

PHONE (WORK) 252-940-4954 (HOME) 252-904-1803

E-MAIL ADDRESS willtyson22@gmail.com or will.tyson@firstsouthnc.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 10 YEARS

YEARS OF EDUCATION College Degree

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.* To begin I am a former college baseball player at Barton College (Wilson, NC) where I also earned my Bachelor of Science degree in Exercise Science and Sports Physiology with a minor in Strength and Conditioning. While in college I volunteered with the Wilson Recreation Department and after college was a part time employee there for a total of two summers after graduation, until my move to Washington. While working for the Park and Rec. I helped direct and coordinate the adult softball and flag football leagues. Duties included setting and applying league rules and policies and helping hire new volunteer staff. Since my move to Washington I have been a volunteer baseball and soccer coach.

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.

07/27/2015  
Date

  
Signature

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

NAME Timothy William Barnes

ADDRESS 204 Anne Drive Washington North Carolina 27889

PHONE (WORK) (252) 945 - 7428 (HOME) N/A

E-MAIL ADDRESS barnestim91@gmail.com

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

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

YEARS OF EDUCATION 12

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

IF YES, PLEASE INDICATE \_\_\_\_\_

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

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

I believe I can offer a well traveled perspective on many topics.

I deeply care about the city of Washington, our parks, and the environment as a whole.

I appreciate other peoples opinions and respect their values.

I am willing to work hard to do the best and most honest work for this board.

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

7/21/2015

Date

  
Signature



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Kristi Roberson, Parks and Recreation Manager  
**Date:** August 10, 2015  
**Subject:** Stewart Parkway Food and Beverage Vending Contract  
**Presentation:** none  
**Staff Presentation:** none

**RECOMMENDATION:**

I recommend City Council adopt the Stewart Parkway Food and Beverage Vending Contract to allow cart vendors on Stewart Parkway (3 locations) and amend Section 22-5 of the City Code to allow peddling on the waterfront.

**BACKGROUND AND FINDINGS:**

In 2002 a vending contract was created for two locations on Stewart Parkway and one location on Havens Gardens for food vendors. The City sent out RFP's and a contract was entered into with Jimbo Jumbo's.

The Recreation Department has received another request for vending on Stewart Parkway. Currently section 22-5 of the City Code profits peddling on the waterfront.

During the May 11, 2105 Council Meeting, by motion of Mayor Pro tem Roberson, seconded by Councilman Brooks, Council voted to allow up to three vendors on Stewart Parkway and instructed staff to follow the RFP process as established in 2002.

During the July 13, 2015 Council meeting, Council provided input to the contract, those changes are reflected in the attachment.

**PREVIOUS LEGISLATIVE ACTION**

In 2002 a contract was entered into with Jimbo Jumbo's.

**FISCAL IMPACT**

Currently Budgeted (Account  )  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Contract and section 22-5 of City Code.

City Manager Review: HR Concur  Recommend Denial  No Recommendation  
8-9-15 Date

**AN ORDINANCE AMENDING  
CHAPTER 22, PARKS AND RECREATION, ARTICLE I, IN GENERAL, OF THE  
CODE OF THE CITY OF WASHINGTON, NORTH CAROLINA TO MAKE IT  
LAWFUL TO OPERATE CERTAIN FOOD AND BEVERAGE VENDING  
OPERATIONS**

**WHEREAS**, North Carolina General Statute Chapter 160A, Cities and Towns, Article 18, Parks and Recreation, authorizes cities and towns to, among other things, operate parks and recreation programs.

**WHEREAS**, North Carolina General Statute Chapter 160A, Cities and Towns, Article 8, Delegation and Exercise of the General Police Power, authorizes cities and towns to, among other things, regulate certain acts.

**WHEREAS**, the Charter of the City of Washington grants the City of Washington the authority to exercise all of the powers, duties, rights, privileges and immunities conferred upon it by North Carolina General Statute Chapter 160A.

**WHEREAS**, the Washington City Council has adopted Rules and Regulations for parks and recreation areas as well as facilities and desires to amend the same.

**NOW THEREFORE, BE IT ORDAINED** by the City Council for the City of Washington, North Carolina that Chapter 22, Parks and Recreation, Article I, In General, of the Code of the City of Washington shall be amended as follows.

Section 1. Section 22-5, Rules and regulations, is hereby amended by deleting subsection (m) in its entirety and replacing it with the following subsection (m).

(m) There shall be no peddling or soliciting on parks or recreation properties or facilities, except on the site of and as a part of a permitted special event or pursuant to a contract entered into with the City.

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

Section 3. Should any provision of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Section 4. This ordinance shall take effect and be enforced from and after the date of its adoption.

This the 10th day of August, 2015.

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**Jay MacDonald Hodges, Mayor**

**ATTEST:**

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**Cynthia S. Bennett, City Clerk**

CITY OF WASHINGTON  
PARKS AND RECREATION DEPARTMENT  
STEWART PARKWAY FOOD AND BEVERAGE VENDING CONTRACT

THIS AGREEMENT ("License") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Washington ("City") and \_\_\_\_\_ ("Licensee"), having an address of \_\_\_\_\_.

WITNESSETH

WHEREAS, the City Parks and Recreation Department ("Department") has jurisdiction over the park and recreation areas as well as facilities of the City, including Stewart Parkway and the accompanying promenade, and desires to provide food and beverage vendors on Stewart Parkway as well as the accompanying promenade for the accommodation of the public, and Licensee desires to obtain permission to provide such services.

NOW THEREFORE, for and in consideration of the foregoing and for and in consideration of the mutual covenants as well as promises contained herein and other good and valuable consideration paid and to be paid, the receipt and legal sufficiency of which consideration is hereby acknowledged, the parties hereby agree as follows.

1. The City hereby grants to Licensee and Licensee hereby accepts from the City a license to operate a food and beverage vending operation for the period stated herein subject to the terms and conditions set forth herein at Stewart Parkway # \_\_\_\_\_ as shown on Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set forth. It is agreed between the parties hereto that this License is personal to Licensee and shall not inure to the successors or assigns of Licensee. Licensee agrees that it does not possess and shall not claim at any time an interest or estate of any kind or extent whatsoever by virtue of this License or Licensee's exercise or use of the same and the City conveys no interest in property to Licensee by virtue of this License.

Licensee shall offer for sale to the public the following food and/or beverage concessions from the above referenced vending location.

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

The provision of alcoholic beverages is prohibited by this License.

2. Licensee shall commence said food and beverage vending operation on the \_\_\_\_ day of \_\_\_\_\_, 2015 and shall terminate said operation on the \_\_\_\_ day of \_\_\_\_\_, 2016 unless sooner terminated as provided herein. This License may be terminated by the City, with or without cause, upon thirty (30) days written notice to Licensee.

Licensee may terminate this License, with or without cause, as long as a) Licensee has complied with and is current on all obligations required of Licensee under this License and b) Licensee provides thirty (30) days written notice to the City.

3. Licensee shall operate such concessions for the accommodation of the public using the above referenced vending location during such seasons and at such times and in such a manner as the City may reasonably prescribe.

Licensee must receive advance approval for Licensee's hours of operation from the Manager of the Department or his designated representative ("Manager"). Licensee shall not deliver to, or remove Licensee's vending cart or other equipment proposed for use from, its location on Stewart Parkway during the hours of 11:00 am to 1:00 pm by means of a motor vehicle. Licensee shall not drive on a sidewalk or other non-vehicular area when delivering or removing Licensee's vending cart or other equipment. Licensee's vending cart and any other equipment shall be removed daily and shall not be left overnight or unattended for any period of time.

Licensee shall have the right to make written application to the Manager for a change in the hours of operation. Any such change in the hours of operation approved by the Manager shall become the temporary hours of operation for Licensee. Manager reserves the right to revoke this License if Licensee does not adhere to the approved hours of operation.

4. Licensee shall pay a monthly license fee in the amount of \$ \_\_\_\_\_. The first monthly payment shall be due on the date this License is entered and shall be prorated for any partial month. Thereafter the monthly license fee shall be paid on the 1st day of each month and will be prorated for any partial month. Payments by Licensee shall be made to the Manager. Should Licensee discontinue the operation authorized hereunder during the term of this License, Licensee shall forfeit any monies paid and shall not be entitled to any refund from the City. If any monthly license fee is not paid on the first of any month, the City shall be entitled to assess a late fee of 1.5% of the amount then due and, in addition to the late fee, the amount then due shall bear interest at the rate of 18% per annum or the maximum legal rate, whichever is less, from the date due until the same shall be paid.

5. Licensee shall provide the City with a security deposit in the amount of \$ \_\_\_\_\_ prior to commencing the vending operation authorized hereunder.

6. Licensee shall provide and utilize a vending cart or container that shall be limited to one self-contained unit not larger than four feet by six feet in size and six and one half feet in height for the purpose of serving the approved food and beverage items. "Self-contained" as used herein shall mean that the vending cart or container is not connected or attached to any building or other structure and does not receive water or power from any building or public outlet by means of wires, hoses, or other connection. Licensee may utilize other equipment, including up to two ice chests, of a type and size that are approved by the Manager. Any vending cart or other container utilized by Licensee shall

be equipped with at least two wheels and designed for easy movement, but shall not be motorized or propelled in any manner other than by the walking motion of the operator thereof, with the exception that a person with a disability may use other appropriate means of movement. Any vending cart or container used by Licensee shall be enclosed on all sides and covered with appropriate material as well as cover to prevent exposure of the food or beverage products to wind, dust, insects and the elements, and shall otherwise meet all other applicable regulations as may be required by the Beaufort County Health Department. Licensee shall not use the above referenced vending location for any purpose other than the purposes stated herein. Licensee shall perform the operation authorized hereunder in such a manner that such operation does not interfere with, hinder, or any way impair the public's use of Stewart Parkway as well as the accompanying promenade. Licensee agrees to cooperate in all respects with all of the parties, including the public, who presently utilize or may in the future be utilizing Stewart Parkway as well as the promenade and agrees to coordinate its operation in so far as possible to achieve an orderly, safe, and harmonious joint usage thereof by all parties.

Licensee shall not possess, utilize, or have attached to any vending cart or other equipment any bell, siren, horn, loud speaker or other similar device that could be used to attract the attention of possible customers or the public generally. Licensee shall not use any sign or advertising except for the posting of prices, the names of the products, and the name of the Licensee's vending operation upon Licensee's vending cart or other equipment. Free standing signs of any kind are not permitted.

Licensee hereby accepts the condition of the above referenced vending location as well as the surrounding area "AS IS", with all faults, dangerous conditions and attributes, whether known to the City and/or Licensee or not. Licensee acknowledges that the City has made and makes no warranties, express, implied, or otherwise of any kind regarding the condition of the same. Licensee covenants to satisfy itself that the above referenced vending location is adequate for its operation. Licensee shall exercise due caution in the occupation of the above referenced vending location as well as surrounding areas, shall take good care of the same and, at the expiration or earlier termination of this License, shall surrender and deliver the same in as good condition as when received by Licensee from the City, ordinary wear and tear excepted. The City may elect to retain or dispose of, in any manner, Licensee's personal property that is not removed from the above referenced vending location by Licensee at the expiration or earlier termination of this License. Licensee waives all claims against the City for any damage to Licensee resulting from the City's removal of Licensee's personal property at the expiration or earlier termination of this License. Licensee shall be liable to the City for the City's cost for storage, removal, or disposal of Licensee's personal property. Licensee shall keep the above referenced vending location and surrounding areas clean as well as litter free and in a presentable, acceptable and aesthetically pleasing appearance satisfactory to the City, in the City's sole discretion. Licensee shall provide a suitable receptacle approved by the Manager for refuse and trash either attached to any vending cart or other equipment or within 10 feet thereof. Prior to leaving the above referenced vending location or moving the vending cart or other equipment, the operator or person responsible for the same shall remove or dispose of any and all refuse or trash within forty feet of the above referenced

vending location. Licensee shall be solely responsible for the proper and prompt disposal of any and all refuse or trash that may be produced by its operation authorized hereunder.

7. Licensee shall obtain approval from the Manager for any vending cart and all other equipment to be utilized by Licensee, including but not limited to an umbrella or other cover, one trash receptacle, one stool or chair for the use of the operator, and two approved coolers. No other equipment or items may be utilized by Licensee without advance approval from the Manager, except for such items or articles that may be in, on, or under the vending cart or other container.

8. Licensee shall procure at its own cost and expense all required permits or licenses that may be necessary for the proper operation of the services contemplated hereunder, including but not limited to any permit or approval that may be required by the Beaufort County Health Department.

9. Licensee shall not sell or vend any items that have been determined to cause or result in an unsafe health or environmental condition, or that contribute to maintenance or sanitation problems, as determined by the Manager. The sale of peanuts and popcorn is expressly prohibited.

10. Licensee shall not sell or vend any items to individuals in parked vehicles (temporary or otherwise). Special consideration may be given to individuals with disabilities.

11. Licensee shall post in a conspicuous place inside the concession area a price list of all articles offered for sale.

12. This License is not transferrable or assignable and runs to Licensee only. Licensee may not assign this License or sublicense the same. Licensee shall not otherwise sell, mortgage, rent, or assign the license herein granted, or any interest therein, without first obtaining the written consent of the Manager, nor shall the license be transferred by operation of law. It being the purpose and spirit of this License to grant this license and privilege personally and solely to the Licensee named herein.

13. Licensee agrees that free access will be given at all times to representatives of the City, the Beaufort County Health Department, and any other municipal, county, state, or federal officials having jurisdiction over the operation authorized hereunder for inspection or other official purposes. Licensee further agrees that, if notified by the Manager that any part of the licensed operation is unsatisfactory, Licensee shall suspend all operations authorized hereunder until the Manager confirms the operation is satisfactory.

14. Licensee shall utilize the above referenced vending location at Licensee's own risk and assumes all risks related to this License. Licensee does for itself, its agents, successors, assigns, customers, clients, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City,

its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, attorneys, insureds, successors, and assigns, and each of them, respectively, of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, attorneys' fees, and consequential, general, special, and punitive damages or liabilities, known or unknown, on account of, or in any way related to or growing out of this License, including but not limited to Licensee's operation authorized hereunder, Licensee's services and/or Licensee's use of the above referenced vending location. It is the intent and understanding of the parties that this indemnification shall include but not be limited to 1) any injury, including death, to any person; 2) any claim arising from any accident, fire, or casualty from any cause whatsoever, including negligence; and 3) any claim of Licensee's customers, clients, invitees, and/or guests caused by, related to, or arising from Licensee's operation authorized hereunder, Licensee's contemplated services or this License. Licensee expressly waives any and all claims for any and all losses or damage resulting from fire, flood, explosion, civil commotion or riot, or any act of God and Licensee expressly releases the above referenced parties from any and all such claims, demands, actions and causes of actions arising from any of the causes aforesaid and agrees to hold the above referenced parties harmless therefor including attorneys' fees, if any.

15. In the event the City or the Manager closes Stewart Parkway or the accompanying promenade or authorizes a Special Event thereon, Licensee shall not occupy the above referenced vending location or operate Licensee's food and beverage operation for such time periods as the Manager shall prescribe or require. Licensee shall not occupy the above referenced vending location or operate its food and beverage operation during any event deemed by the Manager to be a "Special Event" unless Licensee has rented a vending spot through the planner of that particular Special Event. Such Special Events include but are not limited to the East Carolina Wildlife Arts Festival, Marine Market, Summer Festival, July 4th Festival, and Smoke on the Water events.

The City reserves the right, in its sole discretion, to permit nonprofit organizations to hold events, conduct activities, and sell food, beverages, etc., either directly or indirectly through concessionaires of their own choice on Stewart Parkway as well as the accompanying promenade. Notwithstanding anything to the contrary herein, the City reserves the right, in its sole discretion, to grant additional licenses for concessions on Stewart Parkway as well as the accompanying promenade.

16. Licensee shall comply with any and all applicable rules, regulations, and ordinances of the City as the same may be amended from time to time. If Licensee or those under the responsibility of Licensee fail to comply with the rules, regulations, and ordinances of the City or otherwise cause disorder, depredations or indecorous conduct that might injure a person, cause damage to property, or harm the City's reputation, the same shall be cause for termination of this License, without prejudicing the City's right to damages and any financial obligation of Licensee to the City. Licensee agrees to comply with any and all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and

requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or anytime hereafter may be applicable to the operation authorized hereunder, including but not limited to the services contemplated hereby and the related enterprise as well as business, and the above referenced vending location. Licensee shall indemnify and hold the City harmless for any and all damage of any kind arising from Licensee's failure to comply with the aforementioned rules and regulations, including attorneys' fees.

17. Licensee shall, throughout the term of this License and any renewal thereof, at its own expense, obtain and maintain in full force and effect the following insurance coverage.

a. Statutory workers' compensation insurance in amounts required by law and, unless exempted by applicable law, employer's liability insurance at a minimum of \$100,000.00 for each accident, \$100,000.00 for bodily injury by disease each employee, with a policy limit of \$500,000.00 for bodily injury by disease.

b. Commercial general liability insurance, including contractual liability, personal and bodily injury, property damage, advertising injury, premises, and operations coverage at a minimum of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

At the option of the City, the above limits may be less than stipulated herein so long as Licensee obtains and maintains an excess policy providing the additional limits needed. This form of coverage must be approved by the City and will only be acceptable if both the primary and excess policies include the coverage and endorsements required herein.

c. Licensee shall maintain fire, extended coverage, and vandalism as well as malicious mischief insurance on personal property of Licensee that is located in or on the vending site and surrounding grounds. It is expressly understood by the parties hereto that the City does not and shall not maintain any insurance coverage with regard to the property of Licensee and, if Licensee is damaged for any reason such that the same is no longer usable by Licensee, Licensee shall have and make no claim against the City arising therefrom.

With the exception of workers' compensation and fire as well as extended coverage insurance referenced above, each such policy shall list the City as additional insured and provide that it is not subject to cancellation or reduction in coverage except after 30 days following notice to the City. Licensee shall deliver to the Manager certificates of insurance for all insurance policies required hereunder. Licensee shall, within a reasonable time prior to the expiration of any such policy, furnish the City with certificates of insurance evidencing renewal thereof. The City may, in its sole discretion, require Licensee to expand the form and/or increase the amounts of all such insurance.

18. Licensee releases and relieves the City and waives the Licensee's entire rights of recovery against the City for loss or damage arising out of or incident to any of the perils insured against under this License, as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy Licensee might own, whether loss or damage is due to the negligence of the City or their agents, employees, and/or invitees. Licensee shall give notice to its insurance carriers that this waiver of subrogation is contained in this License and cause the carriers to accept this waiver of subrogation, to the extent permissible by applicable law.

19. Licensee shall be in default of this License if any of the following occur.

a. Licensee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for Licensee or the business of Licensee. In no event shall this License or any rights or privileges hereunder be an asset of Licensee under any bankruptcy, insolvency, or reorganization proceedings.

b. Licensee violates any rule, regulation, or ordinance of the City or any other law, ordinance, or regulation related to the selling or distribution of food and beverages, including but not limited to any Beaufort County Health Department rule or regulation.

c. Licensee violates, breaches, or fails to keep or perform any provision, covenant, term or condition of this License.

Upon any such above described default, the City shall have the absolute right, in its sole discretion, to terminate this Agreement.

20. The Manager may revoke this License, without notice, if Manager finds that the Licensee or any person having a beneficial interest in Licensee's vending operation has:

a. Fraudulently misrepresented or provided false information in Licensee's proposal, including but not limited to the Bid Proposal Form or Bid Information Sheet;

b. Been convicted of a felony, any violation of any laws relating to the possession, sale or transportation of intoxicating liquors or controlled substances, or a violation of any law, including fraudulent business practices or moral turpitude;

c. Conducted the vending operation authorized hereunder in such a manner as to create a public nuisance or constitute a hazard to the public health, safety or welfare;

- d. Offered for sale any food, beverages, or other items other than those specified herein;
- e. Engaged in conduct that is rude or disruptive, or harassed or interfered in any way with the operation of any other vendor authorized by the City to operate;
- f. Failed to permit any lawfully requested inspection or failed to comply with any lawful request of a police officer; and/or
- g. Been convicted of a crime relating to or affecting the operation of the concession authorized hereunder.

21. Should the Manager, in his sole discretion, determine that Licensee is not operating the license herein granted in a satisfactory manner, then the Manager shall have the right, but not the obligation, to suspend this License upon written notice to Licensee. Such written notice shall state the reasons for the suspension and provide a definite review period during which Licensee may respond with an explanation or justification and/or undertake any reasonable remedial action required by the City. If, in the opinion of the Manager, Licensee remains in violation of this License at the completion of the suspension period, the Manager shall have the right to terminate this License immediately. In the event this License terminates as aforesaid or for any other reason whatsoever as elsewhere provided for in this License, all rights of Licensee hereunder shall be forfeited without any claim for damage, compensation, refund of its investment, if any, or any other payment whatsoever against the City, its agents, officials and employees.

- a. The notice provisions contained in this numbered paragraph twenty-one (21) shall not be applicable to any other termination provisions contained elsewhere in this License.

22. Where provision is made herein for notice to be given in writing, the same may be given by mailing a copy of such notice to Licensee by registered mail, addressed to the address hereinabove or any such address as shall be filed with the Manager, or by delivering a copy of said notice to Licensee or any other person in charge of the vending operation authorized hereunder.

23. Upon the expiration or earlier termination of this License, Licensee shall quit, surrender, and deliver the vending location as well as surrounding areas in as good condition as when received and remove all personal property from the same.

24. Licensee, may, in the discretion of the Manager, be relieved in whole or in part of any or all obligations of this License for such periods of time as the Manager may deem proper upon written application showing circumstances beyond Licensee's control and warranting such relief.

25. In carrying out the terms and conditions of this License, Licensee is an independent contractor and is not an agent or employee of the City. Nothing contained in this License shall create or be construed as creating a partnership, joint venture, or employee relationship between the City and Licensee. No employee or other representative of the City shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this License.
26. The City shall not be deemed to have waived any right, power, privilege, or remedy unless such waiver is in writing and duly executed by the City. No failure or delay in the exercise of any right or remedy shall be construed as a waiver of such right or remedy, and no partial exercise of any right or remedy shall preclude the further exercise of such right or remedy.
27. Should Licensee fail to comply with any of the provisions of this License, the City may institute any action, suit or proceeding to enforce the terms of this License or to collect any amounts due hereunder, and the City shall be entitled to reimbursement from Licensee for all costs and expenses reasonably incurred in enforcing its rights hereunder, including but not limited to, collection of all court costs and reasonable attorneys' fees.
28. If any provision of this License shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This License shall be governed by and construed in accordance with the laws of North Carolina.
29. This License shall not be modified or otherwise amended except in writing signed by the parties hereto.
30. Licensee shall not, on the grounds of race, color, creed, sex, age, religion, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise comply with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, as may be amended.
31. Licensee shall pay or discharge prior to delinquency all taxes and other charges assessed against or levied upon it or its personal property.
32. Licensee shall keep or cause to be kept complete records of the business it conducts or transacts arising from this License as well as any additional records reasonably requested by the Manager and, upon request, provide any such records or reports that may be required by the Manager.

IN WITNESS WHEREOF, after due authority given, the parties hereto have executed this License the day and year first above written.

CITY OF WASHINGTON

LICENSEE

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City Manager

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Manager of Parks and Recreation Department

# Stewart Parkway Vending Locations

Established 2015





# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Allen Lewis, Public Works Director  
**Date:** 07-31-15  
**Subject:** Amend Sec. 18-53 – Intersections controlled by traffic signals, and Sec. 18-77 – Stop intersections, in reference to the intersection of Main Street and Respass Street.

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

**RECOMMENDATION:**

I move Council adopt an ordinance to amend Chapter 18, Section 18-53 – Intersections controlled by traffic signals and Sec. 18-77 – Stop intersections in reference to Main Street and Respass Street.

**BACKGROUND AND FINDINGS:**

Per Council’s request, this ordinance amendment will allow for the removal of the traffic signal at Main and Respass and replace it with a three way stop condition.

**PREVIOUS LEGISLATIVE ACTION**

**FISCAL IMPACT**

Currently Budgeted (Account various accounts)  Requires additional appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

See attached ordinance amendment.

**City Attorney Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**Finance Dept Review:** \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
**City Manager Review:** ALL Concur  Recommend Denial \_\_\_\_\_ No  
 Recommendation \_\_\_\_\_ Date 8-4-15

**AN ORDINANCE TO AMEND CHAPTER 18,  
SECTION 53: INTERSECTIONS CONTROLLED  
BY TRAFFIC SIGNALS AND  
SECTION 77: STOP INTERSECTIONS  
OF THE WASHINGTON CITY CODE**

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

Section 1. That Chapter 18 Section 18-53 – Intersections controlled by traffic signals, be amended to delete the following:

Sec. 18-53. Intersections controlled by traffic signals.

Main Street and Respass Street.

Section 2. That Chapter 18 Section 18-77 – Stop intersections, be amended to add the following:

Sec. 18-77. Stop intersections.

Main Street, from Respass Street.  
Respass Street, from Main Street.

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective August 11, 2015.

This the 10<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# City of Washington REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Keith Hardt, P.E., Electric Director  
**Date:** 31 July 2015  
**Subject:** Amend Electric Rate Schedules  
**Applicant Presentation:**  
**Staff Presentation:** Keith Hardt, P.E., Electric Director

### RECOMMENDATION

I move that the City Council adopt the amended Residential Service – Inside Corporate Limits, Residential Service – Outside Corporate Limits, Residential Service Generation Option, Small General Service, Church Service and Recreational General Service electric rate schedules to be effective for electric service billed on or after 1 July 2015.

### BACKGROUND AND FINDINGS

In July 2015 the City Council voted to lower electric rates by 6% for the residential and small commercial rate classes. Included in this request are the affected rate schedules with the updated rate determinants.

### PREVIOUS LEGISLATIVE ACTION

City Council vote to lower residential and small commercial electric rates by 6% on 13 July 2015

### FISCAL IMPACT

Additional expenditures in excess of budgeted amount.

Currently Budgeted (Account \_\_\_\_\_)  Requires Additional Appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

Electric rate schedules.

City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 City Manager Review: *PH* Concur  August 10, 2015  Recommend  Denial \_\_\_\_\_ No Recommendation *8-4-15* Date  
 Page 51 of 73

**WASHINGTON ELECTRIC UTILITIES**  
**Washington, North Carolina**

Residential Service - Inside Corporate Limits  
(Schedule RT1 / RT3)

AVAILABILITY

Service under this Schedule is available for separately metered and billed supply of electricity to single family residences, including residential farms where the farm uses are not taken through a separate meter, and common area residential lighting strictly used for residence owned decorative or security lighting for electric service delivered to premises located within the corporate limits of the City of Washington.

This Schedule is not available for (a) individual motors rated over 15 hp, (b) commercial use as in hotels, schools, institutions, public inns, motels, auto courts, tourist camps, trailer camps, and commercial, roadway, or billboard decorative and security lighting, (c) separately metered accessory buildings or equipment on residential property not suitable for residential use (other than small storage buildings expressly used for lawn and garden supplies and equipment), or (d) bulk barns and other seasonal high use facilities.

TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, two or three wire service or three-phase three wire or four wire service at standard voltages of 240 volts or less are available under this Schedule.

MONTHLY RATE

Customer Charge:	
Single Phase	\$ 7.92 per month
Three Phase	\$ 16.35 per month
Energy Charge:	
All kWh	\$ 0.117032 per kWh

WHOLESALE POWER COST ADJUSTMENT

All kilowatt-hours billed under this Schedule will be subject to Wholesale Power Cost Adjustments, if any, to recover wholesale power costs fully.

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

CONTRACT PERIOD

Open Order.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the City of Washington contained in the City Code of Ordinances.

Meters may be read in units of 10 kWh and bills rendered accordingly.

**WASHINGTON ELECTRIC UTILITIES**  
**Washington, North Carolina**

Residential Service - Outside Corporate Limits  
(Schedule RS1 / RS3)

AVAILABILITY

Service under this Schedule is available for separately metered and billed supply of electricity to single family residences, including residential farms where the farm uses are not taken through a separate meter, and common area residential lighting strictly used for residence owned decorative or security lighting for electric service delivered to premises located outside the corporate limits of the City of Washington.

This Schedule is not available for (a) individual motors rated over 15 hp, (b) commercial use as in hotels, schools, institutions, public inns, motels, auto courts, tourist camps, trailer camps, and commercial, roadway, or billboard decorative and security lighting, (c) separately metered accessory buildings or equipment on residential property not suitable for residential use (other than small storage buildings expressly used for lawn and garden supplies and equipment), or (d) bulk barns and other seasonal high use facilities.

TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, two or three wire service or three-phase three wire or four wire service at standard voltages of 240 volts or less are available under this Schedule.

MONTHLY RATE

Customer Charge:	
Single Phase	\$ 8.35 per month
Three Phase	\$ 17.41 per month

Energy Charge:	
All kWh	\$ 0.123192 per kWh

WHOLESALE POWER COST ADJUSTMENT

All kilowatt-hours billed under this Schedule will be subject to Wholesale Power Cost Adjustments, if any, to recover wholesale power costs fully.

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

CONTRACT PERIOD

Open Order.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the City of Washington contained in the City Code of Ordinances.

Meters may be read in units of 10 kWh and bills rendered accordingly.

WASHINGTON ELECTRIC UTILITIES  
Washington, North Carolina

Residential Service Generation Option  
(Schedule RGN)

AVAILABILITY

Service under this Schedule is available for separately metered and billed supply of alternating current electricity to single family residences, including residential farms where the farm uses are not taken through a separate meter.

This Schedule is not available for (a) individual motors rated over 15 hp, (b) commercial use as in hotels, schools, institutions, public inns, motels, auto courts, tourist camps, trailer camps, and commercial, roadway, or billboard decorative and security lighting, or (c) bulk barns and other seasonal high use facilities.

TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, three wire service at a standard voltage of 240 volts is available under this Schedule.

MONTHLY RATE

Customer Charge:	
Single Phase	\$ 8.90 per month
Generator Connection Facilities:	\$ 20.00 per month
Energy Charge:	
All kWh	\$ 0.127076 per kWh

WHOLESALE POWER COST ADJUSTMENT

All kilowatt-hours billed under this Schedule will be subject to Wholesale Power Cost Adjustments, if any, to recover wholesale power costs fully.

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

CONTRACT PERIOD

Initial contract period of twelve (12) months, open order thereafter.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the City of Washington contained in the City Code of Ordinances.

This Schedule provides for the City of Washington to own, install, and maintain Generation Connection Facilities on the customer owned metering facilities.

Meters may be read in units of 10 kWh and bills rendered accordingly.

WASHINGTON ELECTRIC UTILITIES  
Washington, North Carolina

Small General Service  
(Schedule GS1 / GT1 / GS3 / GT3)

AVAILABILITY

Service under this Schedule is available for nonresidential electric service when the customer's peak registered demand is less than 50 kW. Service will be provided at one of the Utility's standard single-phase or three-phase service voltages at one point of delivery.

Energy furnished under this Schedule may not be resold and may not be used for breakdown, standby, or supplemental service unless specifically provided in a service agreement.

All electric service from Washington Electric Utilities is subject to the City's Code of Ordinances and Electric Service Policies. The City Code, Electric Service Policies, and this Rate Schedule may be amended by the City Council.

MONTHLY RATE

Basic Charge:

Single-phase	\$ 15.53
Three-phase	\$ 25.05

Energy Charge:

First 2,000 kWh	\$ 0.133946 / kWh
Next 6,000 kWh	\$ 0.120900 / kWh
Over 8,000 kWh	\$ 0.100031 / kWh

Demand Charge:

All over 30 kW	\$ 3.92 / kW
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WHOLESALE POWER COST ADJUSTMENT

All kilowatt-hours billed under this Schedule will be subject to Wholesale Power Cost Adjustments, if any, to recover wholesale power costs fully.

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

BILLING DEMAND

Billing Demand will be the maximum kilowatts during any fifteen-minute interval in the billing month.

PAYMENT TERMS

Bills are due when received and are payable within ten days of the due date of the bill. For unpaid bills, a notice will be issued twenty-one days after the billing date stating electric service will be terminated in approximately twelve days if the bill remains unpaid. A late payment fee of 5.0% will be charged on any balance outstanding twenty-five days after the billing date.

CONTRACT PERIOD

Open Order, except for short term or temporary service when the customer is required to pay the entire cost of installation (including material, labor, transportation, and overhead) plus the cost of removal net the value of salvageable materials (Facilities Charge). The customer will pay an estimated charge in advance. The Facilities Charge will be adjusted when actual costs are known.

SEASONAL SERVICE

Monthly customer charges may be deferred and paid in the billing months of July - October for seasonal use, with three months Customer Charges billed each month.

**WASHINGTON ELECTRIC UTILITIES**  
**Washington, North Carolina**

Church Service  
(Schedule RC1 / RC3)

AVAILABILITY

Service under this Schedule is available for separately metered and billed supply of alternating current electricity to a church plant or premises.

This Schedule is not available for (a) individual motors rated over 15 hp, (b) commercial use as in hotels, schools, institutions, public inns, motels, auto courts, tourist camps, or trailer camps, (c) seasonal high use facilities.

TYPE OF SERVICE

Alternating current, 60 hertz, single-phase, two or three wire service or three-phase three or four wire service at the city's standard voltages are available under this Schedule.

MONTHLY RATE

Customer Charge:	
Single Phase	\$ 8.77 per month
Three Phase	\$ 18.88 per month
Energy Charge:	
All kWh	\$ 0.129399 per kWh

WHOLESALE POWER COST ADJUSTMENT

All kilowatt-hours billed under this Schedule will be subject to Wholesale Power Cost Adjustments, if any, to recover wholesale power costs fully.

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

CONTRACT PERIOD

Open Order.

GENERAL

Service rendered under this Schedule is subject to the provisions of the Service Regulations of the City of Washington contained in the City Code of Ordinances.

Meters may be read in units of 10 kWh and bills rendered accordingly.

WASHINGTON ELECTRIC UTILITIES  
Washington, North Carolina

Recreational General Service  
(Schedule RG1 / RG3)

AVAILABILITY

Service under this Schedule is available for nonresidential, publicly owned recreation facilities requiring electric service when the peak registered demand is less than 150 kW. Service is provided and individually billed for multiple separately metered public recreation facilities.

This Schedule is not available for (a) individual motors rated over 15 hp, (b) commercial use as in hotels, schools, institutions, public inns, motels, auto courts, tourist camps, or trailer camps, (c) seasonal high use facilities, (d) residential use.

Energy furnished under this Schedule may not be resold and may not be used for breakdown, standby, or supplemental service unless specifically provided in a service agreement.

All electric service from Washington Electric Utilities is subject to the City's Code of Ordinances and Electric Service Policies. The City Code, Electric Service Policies, and this Rate Schedule may be amended by the City Council.

MONTHLY RATE

Energy Charge:

First 2,000 kWh	\$ 0.140719 / kWh
Next 6,000 kWh	\$ 0.119907 / kWh
Over 8,000 kWh	\$ 0.099038 / kWh

Demand Charge:

All over 30 kW	\$ 3.92 / kW
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WHOLESALE POWER COST ADJUSTMENT

All kilowatt-hours billed under this Schedule will be subject to Wholesale Power Cost Adjustments, if any, to recover wholesale power costs fully.

SALES TAX

North Carolina State Sales Tax will be added to charges for service.

BILLING DEMAND

Billing Demand will be the maximum kilowatts during any fifteen-minute interval in the billing month.

PAYMENT TERMS

Bills are due when received and are payable within ten days of the due date of the bill. For unpaid bills, a notice will be issued twenty-one days after the billing date stating electric service will be terminated in approximately twelve days if the bill remains unpaid. A late payment fee of 5.0% will be charged on any balance outstanding twenty-five days after the billing date.

CONTRACT PERIOD

Open Order, except for short term or temporary service when the customer is required to pay the entire cost of installation (including material, labor, transportation, and overhead) plus the cost of removal net the value of salvageable materials (Facilities Charge). The customer will pay an estimated charge in advance. The Facilities Charge will be adjusted when actual costs are known.



## REQUEST FOR CITY COUNCIL ACTION

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**To:** Mayor Hodges & Members of the City Council  
**From:** Matt Rauschenbach, Administrative Services Director/C.F.O.  
**Date:** August 10, 2015  
**Subject:** Budget Ordinance Amendment Electric Rate  
**Applicant Presentation:** N/A  
**Staff Presentation:** Matt Rauschenbach

### RECOMMENDATION:

I move that City Council adopt a budget ordinance amendment to reflect a 6% electric rate reduction effective August 1, 2015 for residential and small general service customers.

### BACKGROUND AND FINDINGS:

Council approved the rate reduction during the July 13, 2015 Council Meeting. Further rate adjustments will be considered after the cost of service study is completed.

### PREVIOUS LEGISLATIVE ACTION

### FISCAL IMPACT

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

### SUPPORTING DOCUMENTS

Budget Ordinance Amendment

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City Manager Review: MR Concur  Recommend Denial  No Recommendation  
8-4-15 Date

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2015-2016**

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

Section 1. That the Estimated Revenues in the Electric Fund be decreased in the amount of \$1,381,742 in the account Sale of Electricity, account number 35-90-3710-5100 to reflect a 6% residential and small general service rate reduction effective August 1, 2015.

Section 2. That the following account number in the Purchase Power department of the Electric Fund appropriations budget be decreased in the amount indicated:

35-90-8320-4800	NCEMPA	\$ 1,381,742
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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 10<sup>th</sup> day of August, 2015.

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

**ATTEST:**

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



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Allen Lewis, Public Works Director  
**Date:** 08-10-15  
**Subject:** Liquidated Damages for Airport Terminal Building Project  
**Applicant Presentation:** N/A  
**Staff Presentation:** Allen Lewis

### RECOMMENDATION:

I move Council adopt the recommendation of the Airport Advisory Board to reduce the liquidated damages for the airport terminal project to \$3,500.

### BACKGROUND AND FINDINGS:

At the July 14, 2015, Airport Advisory Board meeting, the board heard the request from A.R. Chesson Construction to eliminate the liquidated damages that were applicable as a result of the project not being substantially completed by the end of the specified contract time. The adjusted completion date was April 14, 2015, and the actual substantial completion date was April 28, 2015. Per contract documents, the engineer, architect and staff recommended applying \$500/day in liquidated damages for a total of \$7,000. After A.R. Chesson Construction made their request during this meeting, board members discussed at length whether or not to charge the full amount of damages per the contract, wave the damages altogether, or reduce the amount of the damages charged. Ultimately they voted 4-1 in favor of recommending that the total liquidated damages be reduced to \$3,500.

### PREVIOUS LEGISLATIVE ACTION

N/A

### FISCAL IMPACT

Currently Budgeted (Account )  Requires additional appropriation  No Fiscal Impact

### SUPPORTING DOCUMENTS

City Attorney Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 Finance Dept Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)  
 City Manager Review: ALL Concur  August 10, 2015 Recommendation  Denial  No Recommendation  8-4-15 Date



## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** David Carraway, Network Administrator  
**Date:** July 30, 2015  
**Subject:** Second ISP Connection at Communication Center  
**Applicant Presentation:** N/A  
**Staff Presentation:** David Carraway

**RECOMMENDATION:**

I move the Washington City Council approve the contract with Suddenlink for an additional ISP to be located at the Communication Center on Plymouth Street with an approx. monthly cost of \$155.45 for three (3) years and approve the corresponding purchase order.

**BACKGROUND AND FINDINGS:**

In our continuing effort to ensure redundancy for all city network connections we are requesting an additional (ISP) internet connection with Suddenlink. Currently Suddenlink provides the city its primary connection via a dedicated fiber pair. This fiber connection at the City Hall location is currently our only connection for all city networking (ie. data, voice, video). This second ISP will be a copper cable connection located at the Communication Center off Plymouth Street. It will ensure network communications will continue in the event of loss of fiber to city hall or if the fiber connection to the Communication Center is loss.

We are looking at 75Mbps (download)/10Mbps (upload) at an approx. monthly cost of \$155.45 (w/taxes); yearly cost approx. \$1,865.40. Terms of this contract will be for 36 months with \$0 for installation. This is the same contract we currently have at Washington-Warren Airport. This second ISP will not be idle, with the help of our 3<sup>rd</sup> party networking group, we are looking to use this secondary connection for our disaster recovery backups. These backups take a snapshot every four (4) hours of our financials, utilities, & mail servers. Also a full network backup is run during the overnight hours. By using this second connection in this matter will increase transfer speed on our primary and decrease our backup times as well

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

X - Currently Budgeted (Account 10-00-4132-4500) \_\_\_ Requires additional appropriation \_\_\_ No Fiscal Impact

**SUPPORTING DOCUMENTS**



# REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Hodges & Members of the City Council  
**From:** Keith Hardt, P.E., Electric Director  
**Date:** 29 July 2015  
**Subject:** Approve Budget Ordinance Amendment and Approve Purchase Order  
**Applicant Presentation:** None  
**Staff Presentation:** Keith Hardt, P.E., Electric Director

**RECOMMENDATION**

I move that the City Council approve a budget ordinance in the amount of \$64,060 for the Electric Fund and approve the subsequent purchase orders.

**BACKGROUND AND FINDINGS**

Recently fault monitoring systems at the Forest Hills Substation detected low gas levels within the high voltage interrupters in the transformer protection breaker. (Schneider Electric-Square D 1991 Model). The equipment was taken out of service and inspected by Electric Department employees and the faulty components were identified. The manufacturer was contacted in an attempt to obtain repair parts. Schneider Electric indicated that they consider the equipment to be unrepairable due to the unavailability of replacement parts. These parts are no longer produced by the manufacturer. An attempt was made by the manufacturer and third party vendors to locate available replacement parts; none were found. During the period this breaker is not in service the City's electric system and the Forest Hills Substation power transformer are in a compromised state. Currently the necessary relay protection is not in service to protect the station transformer; only backup protective fusing which is intended only for emergency conditions and short term maintenance purposes.

The cost to replace the breaker equipment is \$42,760 with a delivery period of twenty (20) weeks. The professional engineering services that are required to update the drawings reflecting the equipment changes, perform the relay programming and testing, and perform the breaker commissioning are estimated not to exceed \$21,300.

Funds are not available in the current budget and a budget ordinance amendment is needed to complete the project.

**PREVIOUS LEGISLATIVE ACTION**

2015-16 Budget Ordinance

**FISCAL IMPACT**

Additional expenditures in excess of budgeted amount.

Currently Budgeted (Account \_\_\_\_\_)  Requires Additional Appropriation  No Fiscal Impact

**SUPPORTING DOCUMENTS**

Budget Ordinance Amendment

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2015-2016**

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

Section 1. That the following account numbers in the Substation department of the Electric Fund appropriations budget be increased or decreased in the amounts indicated to provide funding for the replacement of the failed interrupter at the Forest Hills substation:

35-90-8370-0400	Professional Services	\$ 21,300
35-90-8370-7400	Capital Outlay	42,760
35-90-9990-9900	Contingency	<u>(64,060)</u>
		0

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

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

Adopted this the 10<sup>th</sup> day of August, 2015.

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

**ATTEST:**

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

**Commercial and Technical Tender**  
Equipment: R-MAG® Outdoor Dead Tank Breaker

21 Jul 2015

This proposal offers the market leading circuit breaker, the ABB R-MAG. ABB's R-MAG has over 10 years of field proven experience and over 16,000 installations. ABB is the only company to offer a full medium voltage portfolio with magnetic actuation, from 15 to 38 kV. The R-MAG is designed to provide the most reliable breaker in the market, minimizing downtime, improving SAIDI measurements, and significantly decreasing maintenance costs over the lifetime of the product. ABB's R-MAG delivers quantifiable value in the following areas:

**Increased reliability**

- Optimized durability with the ability to achieve 10,000 operations, five times greater than the ANSI requirement, over a temperature range of -50 to +70°C
- Minimized potential points for failure by having only one moving part in the magnetic actuator operating system, as opposed to spring-charged mechanisms that house over 100 moving parts
- Unparalleled performance of internal components
  - ABB magnetic actuator is rated for 100,000 operations for the 15 and 27 kV R-MAGs and 50,000 operations for the 38 kV R-MAG
  - ABB's world leading vacuum interrupters are rated for 30,000 full load operations

**Reduced O&M**

- NO MAINTENANCE is required on the magnetic actuator, as opposed to spring-charged mechanisms that are dependent on periodic maintenance to ensure proper operation.
- Minimal maintenance is required every 2,000 operations, four times the ANSI standard of 500 operations between servicing
- Shorter maintenance times as there are no coils or motors to replace and there is no gas or oil used
- Easy plug and play design of the ED2 electronic control board for rapid replacement in the field

**Average maintenance costs savings over an estimated 30 year service life<sup>1</sup>**

Operating mechanism maintenance savings	\$10,275.00
Electronic control savings	\$3,375.00
<b>Lifetime cost savings with the R-MAG® magnetic actuator breaker</b>	<b>\$13,650.00</b>

ABB's R-MAG has over 10 years of proven experience with over 16,000 installations. The R-MAG comes with a 5-year comprehensive warranty and 24 hour / 7 day a week customer service.

ABB is ready to support this proposal with technical application experts, spare parts, training, and support services to ensure the ease of installation and the reduction of the total cost of ownership. Thank you in advance for considering this proposal. Please do not hesitate to contact ABB with any questions.

## Commercial and Technical Tender

**Wesco Distribution, Inc.**  
3025 Stonybrook Dr.  
Raleigh, NC 27604

<b>Date:</b>	21 Jul 2015
<b>Account rep:</b>	
<b>Valid through:</b>	21 Sep 2015
<b>Reference number:</b>	

**Prepared for:**

City of Washington  
ATTN: Ed Pruden

### Pricing

**Standard Line Item:**

Item	Qty	Product Type	Net Price Each (USD)	Item Total (USD)
10	1	<p><b><u>R-MAG Circuit Breaker</u></b></p> <p>ABB Product ID: <b>MB30140LLML4KMP401</b></p> <p>Key ratings                      Rated Maximum Voltage: 38 kV RMS                      Rated Lightning Impulse Withstand Voltage (BIL): 200 kV peak                      Rated Continuous Current: 1250 A RMS                      Rated Short Circuit Interrupting Current: 25 kA RMS Sym.</p> <p>Standard lead time*                      20 weeks with approval drawings                      15 weeks without approval drawing                      *See full details in the Delivery section in the Terms and Conditions</p>	<b>42,760.00</b>	<b>42,760.00</b>

**Total sale price (USD) 42,760.00**

**Technical Data Sheet  
Item 10**

ABB Product ID: MB30140LLML4KMP401

<b>Breaker Type:</b>	Type R-MAG three phase air insulated, magnetically actuated, vacuum circuit breaker. Factory assembled, wired and routine tested per ANSI C37.09.
<b>Breaker Rating:</b>	Rated Maximum Voltage: 38 kV RMS Rated Lightning Impulse Withstand Voltage (BIL): 200 kV peak Rated Continuous Current: 1250 A RMS Rated Short Circuit Interrupting Current: 25 kA RMS Sym.
<b>Auxiliary Switches:</b>	20 deck snap action rotary switch. Normally this should provide 6 'a' and 6 'b' field adjustable contacts.
<b>Current Transformers Bushings 1-3-5:</b>	1 set of 1200/5 C400 Bushing Current Transformers on bushings 1-3-5. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
<b>Current Transformers Bushings 2-4-6:</b>	1 set of 1200/5 C400 Bushing Current Transformers on bushings 2-4-6. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8
<b>BCT Shorting Type Terminal Blocks:</b>	Standard shorting type terminal blocks as required.
<b>BCT Wiring:</b>	#12 AWG Cable. All taps wired to terminal blocks.
<b>Trip Voltage:</b>	Trip coils are not applicable for magnetically actuated breakers.
<b>Close Voltage:</b>	Low Voltage ED2.0 Board with an operating range of 20.4 - 52.8 VAC or 16.8 - 75 VDC.
<b>Operating Voltage:</b>	48 VDC operating voltage.
<b>Circuit Protection:</b>	Fused knife switches provided for control circuits.
<b>Control Terminal Blocks:</b>	Standard control terminals as required.
<b>Control Wiring:</b>	#14 AWG (41 - .010) SIS, fungus proof wire on control circuits.
<b>Control Wiring Lugs:</b>	Insulated control wiring lugs provided.
<b>Wire Markers:</b>	Brady wire marker sleeves as required.
<b>Heaters:</b>	(2) 240 VAC, 375 Watt heaters provided; one for the low voltage compartment and one for the high voltage compartment.
<b>Thermostats:</b>	(1) Standard thermostat included. Operating Range: 70°F to 80°F
<b>Bushing:</b>	Six ANSI-70 gray Porcelain Bushings. Creep: 37.0 in. (940 mm) 1.25 in. (32 mm) - 12 THDS copper stud bushing.
<b>Bushing Terminal:</b>	Stud to 4-hole NEMA pad connectors
<b>Mounting Frame:</b>	One adjustable steel substation mounting frame with galvanized legs and two stainless steel ground pads located on the each side of the unit.
<b>Protection/Control Relay Type:</b>	Relay
<b>Control:</b>	User Defined Special Relay
<b>Special Control:</b>	SEL-751 Part # 751002C1C1C0X850321 SEL-787 Part # 0787EX2C1C1C75850321
<b>Panel Configuration:</b>	Swing panel provided with integrated microprocessor control.
<b>Control Switch:</b>	No control switch provided
<b>Local/Remote Switch:</b>	No local/remote switch provided

<b>Test Switches:</b>	4 test switches provided
<b>Digital Meters:</b>	No digital meters provided

### Accessories

120 VAC relay cabinet light mounted inside relay control cabinet.
120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet.
Ground copper bus bar
Panel mounted device engraved nameplates white on black or white on red micarta.
Qty 2: FT1 Code(171) #774B430G20
Qty 1: FT1 Code (183) 774B430G24
Qty 1: FT1 Code (628) 9647A12G01
Qty 1: Capacitor Discharge switch

#### SEL-787 Relay Test Switches

C-C, C-C, C-C, P,P,P,P High side currents and voltage inputs (FT1 code 171)

C-C, C-C, C-C, T,T,T,T Low side currents and two sets of trip outputs (FT1 code 183)

#### SEL-751 Relay Test Switches

C-C, C-C, C-C, P,P,P,P phase currents and voltage inputs (FT1 code 171)

C-C,P,P,P,P,T,T,T,T Neutral current, close, 2 misc, and two sets of trip outputs (FT1 code 628)

CT wiring to relays and test switches from the shorting blocks to be completed by customer.

#### ABB Internal Order Entry Info:

**CID Code:** 9AAC30400486

**Source Location Code:** 9AAE315899