

The Washington City Council met in a regular session on Monday, February 12, 2007 at the Municipal Building at 4:30 p.m. Present were: Judy Jennette, Mayor; Darwin Woolard, Mayor Pro tem; Ed Gibson, Councilman; Richard Brooks, Councilman; Archie Jennings, Councilman; Mickey Gahagan, Councilman; James Smith, City Manager; Franz Holscher, City Attorney; and Rita A. Thompson, City Clerk.

Also present were: Carol Williams, Finance Director; Jimmy Davis, Fire Chief; Bobby Roberson, Community Development & Planning Director; Keith Hardt, Electric Director; Lynn Lewis, Tourism Development Director; Gerald Galloway, Interim Police Chief; Joey Toler, DWOW Director; Allen Lewis, Public Works Director; Susan Hodges, Human Resources Director; and Mike Voss, of the Washington Daily News.

Mayor Jennette called the meeting to order, and Councilman Gibson delivered the invocation.

APPROVAL/AMENDMENTS TO AGENDA

Mayor Jennette asked that the following be added to the agenda:

1. I.C. Phil Harris, United Way
2. Tom Thompson be moved (was VI.B.1 Carver Machine Works) to II.D.
3. V.A. Review Committee for Police Chief Position
4. VI.A.3. John Small School Property Update
5. VI.A.4. Warren Field Airport Deed Intrusion Control

Councilman Jennings added under X. Any Other Business From the Mayor or Other Members of Council:

- A. Checklist for Initiatives
- B. Discussion on Grant for Docks
- C. Report on staff vacancies and effect on budget

Councilman Gahagan added X.C. Recreation League Agreement Update.

On motion of Mayor Pro tem Woolard, seconded by Councilman Brooks, Council unanimously approved the agenda, as amended.

APPROVAL OF MINUTES

On motion of Councilman Jennings, seconded by Mayor Pro tem Woolard, Council unanimously approved the minutes of January 8, January 22, and January 26, 2007, as submitted.

CONSENT AGENDA

Councilman Jennings asked that he be recused from voting on the Consent Agenda since there is an item pertaining to Wachovia Bank, for whom he is employed.

On motion of Councilman Gahagan, seconded by Councilman Brooks, Council approved the Consent Agenda, as presented.

- A. Adopt – Budget Ordinance Amendment for Electric Fund (substation constructed) (\$96,273)

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2006-2007

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 \$96,273 in the account Interest Earned, account number 35-90-3831-0000.

Section 2. The account number 35-90-8370-7401, Installment Note Purchases, Substation portion of the Electric Fund appropriations budget be increased in the amount of \$96,273 to provide funds for construction of Wanoca Substation.

Section 3. That account number 35-90-8390-7401, Installment Note Purchases, Power Line Construction portion of the Electric Fund appropriations budget be decreased in the amount of \$336,486 to provide funds for construction of Wanoca Substation.

Section 4. That account number 35-90-8370-7401, Installment Note Purchases, Substation portion of the Electric Fund appropriations budget be increased in the amount of \$336,486 to provide funds for construction of Wanoca Substation.

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

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

Adopted this the 12th day of February, 2007.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

- B. Adopt – Budget Ordinance Amendment for Outside Agency Division in the General Fund for B.A.T.S. Public Transportation Service (\$1,000)

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2006-2007**

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 \$1,000 in the account Public Transportation Fees, account number 10-40-3617-4100.

Section 2. The account number 10-40-6170-9132, B.A.T.S., Outside Agency portion of the General Fund appropriations budget be increased in the amount of \$1,000 to provide funds for contribution to public transportation contract.

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 12th day of February, 2007.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

- C. Adopt – Ordinance to amend budget ordinance to appropriate funds for purchase of approximately 114 acres through grant award from Cleanwater Management Trust Fund (\$60,000)

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2006-2007**

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 \$60,000 in the account Clean Water Management Trust Fund Land Acquisition, account number 10-00-3440-0000.

Section 2. The account number 10-00-4400-7100, Land Acquisition, Miscellaneous Non-Departmental portion of the General Fund appropriations budget be increased in the amount of \$60,000 to provide funds for Barger Tract.

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 12th day of February, 2007.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

- D. Award – Audit Contract for Fiscal Year 2006-2007 to Martin, Starnes and Associates, CPA, PA (\$36,700)

- E. Approve – Operational Agreements with the Beaufort County Board of Education to provide School Resource Officers (SRO) for Washington High School (\$34,789) & P.S. Jones Middle School (\$39,113)

F.
North Carolina
Beaufort County

Washington High
<hr/>
School
2006 - 2007
<hr/>
Year

OPERATIONAL AGREEMENT

WITNESSETH:

WHEREAS, the BOARD is concerned about the increasing violence in the community and desires to secure a law enforcement officer for assignment to Washington High School as a designated Resource Officer; and

WHEREAS, it is anticipated that a Resource Officer will be an armed law enforcement officer selected by the LAW ENFORCEMENT AGENCY, through its designated personnel; and

WHEREAS, is anticipated that any selected Resource Officer will perform his or her duties under the direct supervision of the head of such LAW ENFORCEMENT AGENCY, and with day to day supervision by the Principal of the high school to which the Resource Officer is assigned; and

WHEREAS, the BOARD and LAW ENFORCEMENT AGENCY desire to set forth in writing their agreements with respect to the hiring, training, and supervision of each such Resource Officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promised and covenants set forth herein, BOARD and LAW ENFORCEMENT AGENCY do hereby agree each with the other as follows:

Administration and Control

The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision and control is expressly delegated under the terms and conditions of the Agreement. The Law Enforcement Officer shall take the lead in the hiring process with the principal or his designee serving as a member of the interview team.

A Resource Officer shall be a certified officer.

While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the Resource Officer normally possesses. While on duty at a school location, the Resource Officer shall respond to the day to day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the Washington City Police Department. Resource Officer shall, for personnel and administrative purposes, remain under control of the Washington City Police Department, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverage's provided by the Beaufort County.

LAW ENFORCEMENT AGENCY shall not utilize a Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.

Throughout the term of this Operation Agreement, BOARD shall pay the LAW ENFORCEMENT AGENCY in quarterly payments in the amount of \$8,697.25 (includes salary, benefits, uniforms) due and payable on the first day of the month, in the second month of each quarter, for the Resource Officer assigned to work in the Beaufort County Schools.

Basic Qualifications of Resource Officer. To be a Resource Officer, an officer must first meet all the following basic qualifications:

Should have three (3) years of law enforcement experience;
Prefer experience in working with youth;
Shall possess a sufficient knowledge of the applicable Federal and State Laws, including the Juvenile Code of North Carolina, County Ordinances, and Board of Education Policies and Administrative Regulations;
Shall be capable of conducting in-depth criminal investigations;
Shall possess even temperament and set a good example for school students;
Shall possess communication skills, which would enable the officer to function effectively within the school environment.

Duties of Resource Officer

To provide law enforcement services to the School System at assigned school locations in accordance with terms of this agreement.

To counsel school students in special situations, such as student suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;

To answer questions that students may have about North Carolina criminal or juvenile law, and to make classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;

To assist other law enforcement officers with outside investigations concerning students attending the school to which Resource Officer is assigned;

To work (10 months) on the school calendar schedule of the Beaufort County Schools as duly adopted each year; and

To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session;

Coordinated traffic and security at all athletic events and social functions on school premises for the school to which the Resource Officer is assigned.

Resource Officer has the right and obligation to decline to participate in an activity/event that would violate department or state procedures.

Chain of Command

Resource Officers who are employees of the LAW ENFORCEMENT AGENCY shall follow the chain of command as set forth in LAW ENFORCEMENT AGENCY Standard Operating Procedures Manual.

5.0 Duty Hours

5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the school to which the officer is assigned. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.

5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at assigned school with a schedule worked out jointly with Resource Officer and Principal of the school throughout the year (10 months), or for minimum of seven and one-half (7 ½) hours per day on average, or a minimum of forty (40) hours each week on average, in the event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.

Training/Briefing

Resource Officer shall attend training and briefing sessions as required by the LAW ENFORCEMENT AGENCY. Coordination of meetings between school personnel, the Resource Officer and Commanding Officers in the LAW ENFORCEMENT AGENCY may be scheduled as required or needed for the exchange of information and coordination of efforts.

Resource Officer shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Department. The BOARD may provide training in Board of Education policies, regulations and procedures.

Uniforms, Equipment and Weapons

Resource Officer shall be required to wear Departmental issued uniforms, and to use departmental equipment and weapons, which shall be the responsibility of the LAW ENFORCEMENT AGENCY to provide. BOARD shall reimburse LAW ENFORCEMENT AGENCY for the cost of providing uniforms for the Resource Officer, as appropriate.

Access to an air-conditioned and properly lighted office, which shall contain a telephone, which may be used for general business purposes.

A location for files and records which can be properly locked and secured.

A desk with drawers, a chair, worktable, a filing cabinet and office supplies.

Reasonable access to a typewriter and/or secretarial assistance.

A radio or walkie-talkie (school based) or pager for the Resource Officer as to avoid using the radio frequency of the LAW ENFORCEMENT AGENCY.

Transporting Students

Resource Officer shall not transport students in their vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist, except that Resource Officer shall transport student being sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety of other students and school personnel.

Resource Officer shall not transport students in their personal vehicles. If the Resource Officer does not have a LAW ENFORCEMENT AGENCY or BOARD vehicle, then a patrol unit shall be dispatched by the LAW ENFORCEMENT AGENCY to assist the officer.

Resource Officer shall notify the school Principal or the Principal's designee before removing a student from campus.

Interview and Arrest Procedure. Resource Officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of the State of North Carolina when dealing with juveniles.

Cooperative Understanding. The attached Cooperative Understanding between the BOARD and LAW ENFORCEMENT AGENCY is attached hereto and incorporated herein by reference.

Evaluation. It is mutually agreed that the Principal/Resource Officer's supervisor shall evaluate annually the Resource Officer Program and the performance of each Resource Officer on forms developed jointly by the parties. It is further understood that the evaluation of each officer is advisory only and that the LAW ENFORCEMENT AGENCY retains the final authority to evaluate.

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2006 through June 30, 2007, when it shall terminate, by and between the Beaufort County Board of Education, hereinafter referred to as "BOARD", and the Washington City Police Department, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

Cooperative Understanding
(Resource Officer)

General Statement of Duties

Within the lawful jurisdiction of the Washington City Police Department, a sworn Washington City Police Officer must at all times take appropriate action to: protect life

and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all state, local and federal laws in matters over which the Washington City Police Department has jurisdiction.

Distinguishing Features of the Class

An employee in this class performs a variety of law enforcement duties for the school system. Work is derived from the requirement to protect life and property, to conduct initial investigations of crimes committed at the schools, to patrol in an official vehicle to deter crimes, and to apprehend violators or suspects. Duties may include serving criminal court papers such as warrants and subpoenas; testifying in court; and filing necessary papers with the judicial system. The employee is subject to the usual hazards of law enforcement. Considerable tact, firmness and courtesy are required in serving the public. The employee is expected to exercise alertness and independent judgment in dealing with unusual situations. Work is performed in accordance with established policies and procedures and is supervised by the head of supervising LAW ENFORCEMENT AGENCY through conference, review of records and reports, and effectiveness of assigned duties.

Illustrative examples of work

Patrols the school sites detect and deter crime
Responds to school personnel calls for law enforcement assistance
Conducts preliminary investigation of crimes and complaints
Makes arrests and transports violators
Testifies in court concerning enforcement and investigative activities
Maintains records of patrol and investigative activities
Participates in surveillance and stake-out duties; assists as permitted by law with searches
Cooperates with other law enforcement officers of other governmental units in conducting investigations and making arrests.
Answers and checks on alarms and security systems
Performs related duties as required

Knowledge, Skills and Abilities

Working knowledge of the operations, functions, procedures and legal processes of law enforcement
Working knowledge of federal, state and county laws relative to civil and criminal processes and Juvenile Code of North Carolina
Working knowledge of the operation of two-way radio equipment and related FCC regulations
Working knowledge of the geographical layout of the school sites as to locations of roads, important buildings and other landmarks
Skill in the use firearms and other law enforcement equipment
Ability to exercise sound judgment in emergency and routing situations and to adopt quick, effective and reasonable courses of action.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

North Carolina
Beaufort County

P.S. Jones Middle

School

2006 - 2007

Year

OPERATIONAL AGREEMENT

WITNESSETH:

WHEREAS, the BOARD is concerned about the increasing violence in the community and desires to secure a law enforcement officer for assignment to P.S. Jones Middle School as a designated Resource Officer; and

WHEREAS, it is anticipated that a Resource Officer will be an armed law enforcement officer selected by the LAW ENFORCEMENT AGENCY, through its designated personnel; and

WHEREAS, is anticipated that any selected Resource Officer will perform his or her duties under the direct supervision of the head of such LAW ENFORCEMENT AGENCY, and with day to day supervision by the Principal of the high school to which the Resource Officer is assigned; and

WHEREAS, the BOARD and LAW ENFORCEMENT AGENCY desire to set forth in writing their agreements with respect to the hiring, training, and supervision of each such Resource Officer.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promised and covenants set forth herein, BOARD and LAW ENFORCEMENT AGENCY do hereby agree each with the other as follows:

Administration and Control

The Resource Officer is and shall be an employee of the LAW ENFORCEMENT AGENCY and shall be subject to the administration, supervision, and control of the LAW ENFORCEMENT AGENCY, except to the extent such administration, supervision and control is expressly delegated under the terms and conditions of the Agreement. The Law Enforcement Officer shall take the lead in the hiring process with the principal or his designee serving as a member of the interview team.

A Resource Officer shall be a certified officer.

While working as a Resource Officer with the Beaufort County Schools System, an officer shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payment of judgments) as the Resource Officer normally possesses. While on duty at a school location, the Resource Officer shall respond to the day to day supervision by the Principal, but shall remain subject to the lawful operational commands of his superior officers in the Washington City Police Department. Resource Officer shall, for personnel and administrative purposes, remain under control of the Washington City Police Department, including for purposes of pay, benefits, insurance, worker's compensation, liability coverage and all other normal administrative coverage's provided by the Beaufort County.

LAW ENFORCEMENT AGENCY shall not utilize a Resource Officer during the designated workday for duties other than that set forth herein, except in rare and serious emergencies.

Throughout the term of this Operation Agreement, BOARD shall pay the LAW ENFORCEMENT AGENCY in quarterly payments in the amount of \$9,778.25(includes salary, benefits, uniforms) due and payable on the first day of the month, in the second month of each quarter, for the Resource Officer assigned to work in the Beaufort County Schools.

Basic Qualifications of Resource Officer. To be a Resource Officer, an officer must first meet all the following basic qualifications:

Should have three (3) years of law enforcement experience;
Prefer experience in working with youth;
Shall possess a sufficient knowledge of the applicable Federal and State Laws, including the Juvenile Code of North Carolina, County Ordinances, and Board of Education Policies and Administrative Regulations;
Shall be capable of conducting in-depth criminal investigations;
Shall possess even temperament and set a good example for school students;
Shall possess communication skills, which would enable the officer to function effectively within the school environment.

Duties of Resource Officer

To provide law enforcement services to the School System at assigned school locations in accordance with terms of this agreement.

To counsel school students in special situations, such as student suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of that student;

To answer questions that students may have about North Carolina criminal or juvenile law, and to make classroom presentations at the request of teachers as his or her schedule permits, but not to give legal advice;

To assist other law enforcement officers with outside investigations concerning students attending the school to which Resource Officer is assigned;

To work (10 months) on the school calendar schedule of the Beaufort County Schools as duly adopted each year; and

To maintain minimum in-service training and certification requirements as are normally applied to all other certified officers, whenever possible during the summer months when regular school is not in session;

Coordinated traffic and security at all athletic events and social functions on school premises for the school to which the Resource Officer is assigned.

Resource Officer has the right and obligation to decline to participate in an activity/event that would violate department or state procedures.

Chain of Command

Resource Officers who are employees of the LAW ENFORCEMENT AGENCY shall follow the chain of command as set forth in LAW ENFORCEMENT AGENCY Standard Operating Procedures Manual.

5.0 Duty Hours

5.1 Resource Officer hours shall be set by the BOARD at the direction of the head of the LAW ENFORCEMENT AGENCY and the Principal or the Principal's designee of the school to which the officer is assigned. The maximum number of hours that a Resource Officer shall work in any four (4) week period shall be 171 hours.

5.2 Unless modified by the head of the LAW ENFORCEMENT AGENCY or the Principal or Principal's designee, Resource Officer shall be on duty at assigned school with a schedule worked out jointly with Resource Officer and Principal of the school throughout the year (10 months), or for minimum of seven and one-half (7 ½) hours per day on average, or a minimum of forty (40) hours each week on average, in the event the opening or closing of school is delayed or the school schedule is modified. Provided, however, Resource Officer shall also be at school during lunch hours and through the school bus boarding period, but Resource Officer shall be allowed thirty (30) minutes of lunch each day. The remainder of the Officer's workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.

Training/Briefing

Resource Officer shall attend training and briefing sessions as required by the LAW ENFORCEMENT AGENCY. Coordination of meetings between school personnel, the

Resource Officer and Commanding Officers in the LAW ENFORCEMENT AGENCY may be scheduled as required or needed for the exchange of information and coordination of efforts.

Resource Officer shall be required to maintain minimum in-service training and certification requirements as would normally apply to all other certified officers in the Department. The BOARD may provide training in Board of Education policies, regulations and procedures.

Uniforms, Equipment and Weapons

Resource Officer shall be required to wear Departmental issued uniforms, and to use departmental equipment and weapons, which shall be the responsibility of the LAW ENFORCEMENT AGENCY to provide. BOARD shall reimburse LAW ENFORCEMENT AGENCY for the cost of providing uniforms for the Resource Officer, as appropriate.

Access to an air-conditioned and properly lighted office, which shall contain a telephone, which may be used for general business purposes.

A location for files and records which can be properly locked and secured.

A desk with drawers, a chair, worktable, a filing cabinet and office supplies.

Reasonable access to a typewriter and/or secretarial assistance.

A radio or walkie-talkie (school based) or pager for the Resource Officer as to avoid using the radio frequency of the LAW ENFORCEMENT AGENCY.

Transporting Students

Resource Officer shall not transport students in their vehicle except when the students are victims of a crime, under arrest, or when other emergency circumstances exist, except that Resource Officer shall transport student being sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety of other students and school personnel.

Resource Officer shall not transport students in their personal vehicles. If the Resource Officer does not have a LAW ENFORCEMENT AGENCY or BOARD vehicle, then a patrol unit shall be dispatched by the LAW ENFORCEMENT AGENCY to assist the officer.

Resource Officer shall notify the school Principal or the Principal's designee before removing a student from campus.

Interview and Arrest Procedure. Resource Officer shall adhere to the procedures set forth in Chapter 7A of the General Statutes of the State of North Carolina when dealing with juveniles.

Cooperative Understanding. The attached Cooperative Understanding between the BOARD and LAW ENFORCEMENT AGENCY is attached hereto and incorporated herein by reference.

Evaluation. It is mutually agreed that the Principal/Resource Officer's supervisor shall evaluate annually the Resource Officer Program and the performance of each Resource Officer on forms developed jointly by the parties. It is further understood that the evaluation of each officer is advisory only and that the LAW ENFORCEMENT AGENCY retains the final authority to evaluate.

OPERATIONAL AGREEMENT

This OPERATIONAL AGREEMENT made and entered into for fiscal year July 1, 2006 through June 30, 2007, when it shall terminate, by and between the Beaufort County Board of Education, hereinafter referred to as "BOARD", and the Washington City Police Department, hereinafter referred to as "LAW ENFORCEMENT AGENCY".

Cooperative Understanding
(Resource Officer)

General Statement of Duties

Within the lawful jurisdiction of the Washington City Police Department, a sworn Washington City Police Officer must at all times take appropriate action to: protect life and property, preserve the peace, prevent crime, detect and arrest violators of the law, and enforce all state, local and federal laws in matters over which the Washington City Police Department has jurisdiction.

Distinguishing Features of the Class

An employee in this class performs a variety of law enforcement duties for the school system. Work is derived from the requirement to protect life and property, to conduct initial investigations of crimes committed at the schools, to patrol in an official vehicle to deter crimes, and to apprehend violators or suspects. Duties may include serving criminal court papers such as warrants and subpoenas; testifying in court; and filing necessary papers with the judicial system. The employee is subject to the usual hazards of law enforcement. Considerable tact, firmness and courtesy are required in serving the public. The employee is expected to exercise alertness and independent judgment in dealing with unusual situations. Work is performed in accordance with established policies and procedures and is supervised by the head of supervising LAW ENFORCEMENT AGENCY through conference, review of records and reports, and effectiveness of assigned duties.

Illustrative examples of work

Patrols the school sites detect and deter crime
Responds to school personnel calls for law enforcement assistance
Conducts preliminary investigation of crimes and complaints
Makes arrests and transports violators
Testifies in court concerning enforcement and investigative activities
Maintains records of patrol and investigative activities
Participates in surveillance and stake-out duties; assists as permitted by law with searches
Cooperates with other law enforcement officers of other governmental units in conducting investigations and making arrests.
Answers and checks on alarms and security systems
Performs related duties as required

Knowledge, Skills and Abilities

Working knowledge of the operations, functions, procedures and legal processes of law enforcement
Working knowledge of federal, state and county laws relative to civil and criminal processes and Juvenile Code of North Carolina
Working knowledge of the operation of two-way radio equipment and related FCC regulations
Working knowledge of the geographical layout of the school sites as to locations of roads, important buildings and other landmarks
Skill in the use firearms and other law enforcement equipment
Ability to exercise sound judgment in emergency and routing situations and to adopt quick, effective and reasonable courses of action.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

- G. Adopt – Ordinance to amend Chapter 9, Motor Vehicles and Traffic of City Code to change wording on school zone signs and delete certain school zone areas

AN ORDINANCE TO AMEND CHAPTER 9, MOTOR VEHICLES AND TRAFFIC OF THE WASHINGTON CITY CODE

BE IT ORDAINED by the City Council of the City of Washington, NC:

Section 1. That Chapter 9, Sec. 9-101(b). “Through highways; exception for school zones, “ be amended by deleting:

“ from thirty (30) minutes before to thirty (30) minutes after school begins and ends on schools days only”

and adding:

“ 7:00 am until 8:30 am and 2:00 pm until 3:30 pm on school days only.

and deleting:

“Ninth Street from Bridge Street to McNair Street”

“ Market Street (S.R. 1422) from Third Street (S.R. 1300) to Fifth Street (U.S. 264)

and adding:

“Ninth Street from Bridge Street to Market Street”

Section 2. That Chapter 9, Sec. 9-102 (c) “Nonhighway streets,” be amended by adding the following:

“ Market Street (S.R. 1422) from Third Street (S.R. 1300) to Fifth Street (U.S. 264)

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

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

This, the 12th day of February, 2007.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

THORTON GORHAM – TO REQUEST \$4,000 FOR BLIND CENTER

Mr. Thorton Gorham and a Board Member from the Blind Center appeared before Council to request \$4,000 in the FY 07-08 Budget. Mr. Gorham explained that the Blind Center is not funded by the State or Federal government. The Blind Center is dependent on donations and what they make from sales in the shop. Their budget runs about \$85,000 to \$87,000 a year and employ two people. Mr. Gorham expanded on the Blind Center where people learn a trade, how to cook, clean, do laundry, etc. He asked that Council support the Blind Center again this year.

TIM WARE – REPORT FROM MID EAST COMMISSION

Mr. Tim Ware, Executive Director of Mid East Commission, passed out the Mid-East Commission Annual report for FY 2004-2005. He also had a hand-out on the financial involvement with the City of Washington. A brief breakdown is as follows:

Area Agency on Aging	53 participants	\$118,430
Workforce Development Planning, Community Development and Economic Development	69 participants	\$265,525
		<u>\$2,095,315</u>
Total		\$2,479,270

Summary	Participants Served 120	
Grand total	\$2,836,225	Dues: \$2,396

Ratio: \$1,195 in Revenue to \$1 in Dues

Mayor Jennette thanked Mr. Ware for his presentation.

PHIL HARRIS – UNITED WAY FUND

Mr. Phil Harris, Director of United Way Fund, praised the City employees for their contribution of \$10,820.06, \$400 more than last year. He also praised Susan Hodges for the wonderful job she does. Mr. Harris is retiring in May.

**TOM THOMPSON – PERFORMANCE AGREEMENT WITH CARVER
MACHINE WORKS, INC AND BEAUFORT COUNTY**

Tom Thompson, Executive Director of Economic Development, stated that when an industry gets a grant, the industry is supposed to pay the state back if they don't achieve the job goals set out in the grant (50 jobs in this case). The industry is giving lots of dollars directly to the City of Washington. The County will be the grant applicant but the City will receive the funds for the wastewater system. The City is being asked to indemnify Carver Machine Works, in partnership with the County in case they fail to achieve the job goals. The Performance Agreement for the Rural Center is \$500,000. The grant funds will be used to construct sewer infrastructure from Carver Machine Works, Inc, site on Christian Service Camp Road to the City's sewer lift station near Fifth and Respass Streets.

On motion of Councilman Gahagan, seconded by Mayor Pro tem Woolard, Council indemnified Carver Machine Works, Inc. and authorized the Mayor to execute a Performance Agreement in the amount of \$500,000. Councilman Gibson voted no – Motion carried by majority vote.

Councilman Gibson asked if there is any upfront money coming from the City? Mr. Thompson answered no, this is a 100% grant. Mr. Thompson stated that the City would be required to pay the funds back on a pro rata basis if the jobs were not achieved.

Councilman Gibson stated that there is some risk involved. Mr. Thompson stated that the state has the option of waiving the repayment.

TOM THOMPSON - QUICK START #2 BUILDING

Mr. Thompson stated that the bids have come in on the Quick Start #2 building at \$1,989,000 million. The County has agreed to ask for the money from the Department of Commerce, a \$1.4 million dollar total funding, with another \$600,000 to raise. The county has agreed to pour the floor in the building for another \$200,000. He stated he has lost two clients to an adjacent county because of not having a building. They are still working with other industrial prospects looking for locations. People are also looking at downtown properties.

Also, we have been designated as a 21st Century Community which means we get an extra \$5,000 on CDBG 100% grants and the match is eliminated. We have almost added almost \$3 million in utilities.

He asked Council to discuss the Impressions building because they need an answer.

TOURISM DEVELOPMENT AUTHORITY

Mayor Jennette stated that the Agreement for the Civic Center management has been finalized. Rates have not been finalized for users who use the facility more often. A power point projector has been donated to the Civic Center by the EDC and Committee of 100.

HUMAN RELATIONS COUNCIL

Mayor Jennette stated that the Pulpit Exchange is scheduled for this Sunday.

DOWNTOWN WASHINGTON ON THE WATERFRONT

Joe Toler, Executive Director of DWOW, stated that Rivers has the bid documents ready on the alley project. Also, DWOW is getting ready for Saturday Marketing and have been meeting with the Agricultural Extension Service and Farm Bureau.

PARKING COMMITTEE

Councilman Jennings stated the Parking Committee has not met recently.

WARREN FIELD AIRPORT

Jim Smith, City Manager, reported that Tradewind Aviation has taken over the Airport, hired a Customer Service Representative, along with the two city employees. They have their signage permit, are starting jump school, and purchased a courtesy car. A new hangar is proposed, half of the fencing is complete and the other half approved.

APPOINTMENTS – SELECTION ADVISORY COMMITTEE FOR POLICE CHIEF

Mayor Jennette read a list of suggested appointees for the Review Committee for the Police Chief, and recommended they be appointed to review applications for the Police Chief.

On motion of Mayor Pro tem Woolard, seconded by Councilman Jennings, Council unanimously appointed Richard Brooks, Victor Rodgers, Jeff Moss, Gary Tomosulo, William O'Pharrow, Jim Smith, Gerald Galloway, and Clemencia Zapata (if she accepts) to the Selection Advisory Committee for the Police Chief position.

PRESENTATION – ELECTRIC FUND BUDGET REVIEW

Council had previously asked that the City seek the services of a firm to review the current Electric Fund operating budget to locate any areas where an increase in revenue or decrease in expenditure could be realized. Proposals were received from Bellwether Management Solutions and Cherry, Bekaert & Holland.

Councilman Gibson expressed his feelings that we don't need to pay additional money for someone else to come in, that we have Booth & Associates and are hiring an Enterprise Controller.

After discussion, Councilman Gahagan made a motion to hire Cherry, Bekaert & Holland to review the current Electric Fund operating budget, not to exceed \$5,000.

Councilman Gibson voted no. –Motion carried by majority vote.

CONSIDERATION – OF REAL PROPERTY EXCHANGE NCGS 160A-271 REGARDING MOSS PROPERTY

Wayland Sermons, Attorney for the Moss Property, is handling the necessary paperwork for the exchange of a 15 foot strip of land for a strip of land extending from Waters Street to the Marina property. The adoption of the paperwork will be approved on February 26, 2007 meeting after a public hearing is held. The land exchange includes the modification of the terms of the existing agreement which proposes to substitute a prohibition against building multi-family housing on the Evans Seafood redevelopment property in lieu of the present prohibition against construction of lodging facilities.

JOHN SMALL SCHOOL PROPERTY UPDATE

Mr. Holscher stated that Attorney Billy Mayor has reviewed the documents that have been sent to the Department of Revenue and Secretary of State to reinstate the incorporation of the John Small School partners. Assuming those offices will approve the documentation, the process of auctioning the City property will begin again.

WARREN FIELD AIRPORT DEER INTRUSION CONTROL

Mr. Smith explained that Outback Outfitters & Guide Service proposes to pay \$600 per year for the right to conduct deer hunts on City land at the Airport to help the deer intrusion problem.

On motion of Mayor Pro tem Woolard, seconded by Councilman Jennings, Council unanimously authorized the City Manager and City Attorney to finalize agreements awarding hunting rights on City property adjacent to Warren Field Airport to Outback Outfitters & Guide Service of Washington for a period of three years.

AUTHORIZE – MAYOR TO ENTER INTO A MUNICIPAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR PROJECT R-2510B – US 17 BYPASS

Mr. Smith stated that the City has received an invoice from the Department of Transportation for \$1,753,128.60 to relocate City water and sewer lines within the existing State right of way for the US 17 Bypass project.

Mr. Smith has written Governor Easley and e-mailed Senator Marc Basnight for some relief on this bill because the City does not have the funds to pay it. We are awaiting their replies.

Council asked Allen Lewis, Public Works Director, to check with other towns to see how they have handled matters like this. Mr. Lewis pointed out that DOT has given the City five years to pay for it, the first three years with no interest and the last two years at 8% interest.

DISCUSSION – POTENTIAL GROUND LEASE AT THE AIRPORT

Mr. John Hill proposes to build a hangar at the Warren Field Airport between two existing hangars. The proposed agreement calls for \$11.25 per square foot, \$625 per month, or \$7500 per year.

On motion of Councilman Jennings, seconded by Councilman Gibson, Council unanimously approved the Ground Lease with John Hill, as modified by the City Attorney.

**NORTH CAROLINA
BEAUFORT COUNTY**

**HANGAR GROUND SITE LEASE AGREEMENT
REQUIRING HANGAR CONSTRUCTION**

THIS HANGAR GROUND SITE LEASE AGREEMENT ("Lease"), made, entered into, and executed in duplicate originals as of the ___ day of _____, 2007, by and between **THE CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes, ("Lessor") and **JOHN JENSEN HILL, JR.** ("LESSEE").

W I T N E S S E T H:

That, pursuant to Chapter 63 of the North Carolina General Statutes, including but not limited to North Carolina General Statute § 63-53 and other relevant statutory authority, and for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein as well as the valuable consideration paid and to be paid, LESSOR does hereby demise and lease unto LESSEE, and LESSEE does hereby accept from LESSOR, that certain tract or parcel of land ("hangar ground site") lying and being at Warren Field Airport ("Airport") in Washington Township, Beaufort County, North Carolina, together with the taxiways situated thereon, and more particularly described according to the general Airport plan as follows:

Beginning _____
_____ to the point of beginning.

TO HAVE AND TO HOLD said land and premises together with all privileges and appurtenances thereto belonging to it, LESSEE, upon the following terms and conditions:

**SECTION ONE
Use of Airport**

Subject to the express conditions contained in Section 7, Part B hereof, LESSOR grants LESSEE the non-exclusive use, in common with others similarly authorized, of the Airport, together with all adequate space and facilities consisting of sufficient ground area to permit the efficient taxiing, servicing, taking off; equipment; improvements and services which have been or may hereafter be provided at or in connection with the Airport from time to time, including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, floodlights, landing lights, beacons, control tower, signals, radio aids, and any and all other conveniences for flying, landing, and takeoff.

LESSOR grants LESSEE the non-exclusive right, in common with others similarly authorized, to load and unload persons and property as is customary in said Airport so long as the normal routine of Airport operations is not interfered with or made burdensome and to install, maintain, and operate radio communications, meteorological and aerial navigations and such other equipment and facilities, in, on or about the

premises herein leased, as may be necessary and convenient for LESSEE's operation so long as all applicable city, county and governmental regulations are complied with.

LESSOR grants LESSEE, its employees, customers, passengers, guests, and other licensees or invitees, the non-exclusive use, in common with others similarly authorized, of all public space in the terminal building of the Airport as well as all additional public space that may hereafter be made available therein and any additions thereto, including, but not limited to, the lobby, passenger lounges, waiting rooms, hallways, rest rooms, rooms for flight personnel and other public and passenger conveniences.

**SECTION TWO
Acceptance, Maintenance and Use of Hangar Ground Site**

LESSEE agrees to accept the hangar ground site in the physical condition in which the same now is. LESSEE further agrees to maintain the same in at least a like condition during the term of this Lease, normal wear and tear excepted; provided, however, LESSOR reserves the right to install such concrete as it desires. LESSEE further agrees to maintain the hangar ground site in a clean, neat and orderly manner so as to promote the use of the Airport, and further agrees to abide by such reasonable requests as may be made by LESSOR for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of non-aviation equipment or discarded junk or the discharge of hazardous or regulated chemicals onto the Airport. LESSEE further agrees to surrender the hangar ground site back to LESSOR in as good a condition as the same now is, ordinary wear and tear excepted, upon termination of this Lease.

LESSEE agrees to construct a 50 foot by 50 foot aircraft hangar on the hangar ground site as specified in Section 7, subparagraph B, subparagraph 1 of this Lease as well as to construct any aircraft parking apron and/or access road as may be specified in Section 7, subparagraph B, subparagraph 1.

The hangar ground site is to be used only for aircraft related operations and limited to the storage of private aircraft owned or leased by LESSEE as well as for the repair and maintenance of LESSEE'S private aircraft or aeronautical equipment only. Only licensed and airworthy private aircraft owned or leased by LESSEE may occupy the hangar that is to be hereafter constructed by LESSEE on the hangar ground site (spare aircraft parts excepted). No other use of the hangar ground site will be permitted. Specifically, LESSEE shall not offer or permit any commercial sale, repair service or other services, including the rebuilding, restoring, or maintaining of a succession of aircraft, to be offered to, rendered in, on or from any hangar or hangar ground site. Aircraft to be hangar at the hangar ground site may be inspected by a representative of LESSOR prior to signing this Lease and during the Lease period. Should an aircraft become unairworthy during the Lease period, a determination by LESSOR may terminate this Lease.

**SECTION THREE
Parking Space**

LESSOR grants LESSEE, its employees, customers, passengers, suppliers, and other licensees or invitees, without charge, adequate vehicular parking space located as near as practicable to the hangar ground site. LESSOR shall designate the area to be used, which area shall be maintained and kept in good order and condition by LESSEE.

**SECTION FOUR
Right of Ingress and Egress**

LESSEE shall have at all times the full and free right of ingress to and egress from the hangar ground site and facilities referred to in this Lease for LESSEE, its employees, customers, passengers, guests, and other licensees or invitees. Such rights also extend to persons or organizations supplying materials or furnishing services to

LESSEE, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

SECTION FIVE

Term

The term of this Lease shall be for fifteen (15) years, beginning on the ____ day of _____, 2007 and ending on the _____ day of _____, 2022, unless sooner terminated as provided for herein. Subject to good faith negotiations as hereinafter provided, this Lease shall automatically be extended for a term to be negotiated by the parties hereto. Prior to any such extension herein provided, the parties shall enter into good faith negotiations in order to consider any modification of this Lease. Said negotiations shall include but not be limited to negotiations concerning additional compensation to the City.

SECTION SIX

Rental

LESSEE agrees to pay LESSOR for the use of the premises, facilities, rights, services, and privileges granted in this Lease the sum of twenty-five cents (\$0.25) per square foot of hangar space that is to be hereafter constructed by LESSEE for 2,500 square feet per month (\$7,500 annually), due and payable each year in one lump sum, beginning on or before _____, 2007 and on or before the same date each and every year thereafter until the termination of this Lease. The annual rental amount due hereunder (initially \$0.25 per square foot of hangar space) shall be reestablished following every fifth year to reflect the average adjustment in the Consumer Price Index (BLS – CPI all items, Southeastern Region) over the previous five year period. The readjusted annual amount due hereunder shall be applicable for the next five years until the next readjustment consistent herewith. The rental amount shall also be adjusted to reflect any change in the square footage of the hangar space after initial construction of the same by LESSEE and during the period of this Lease. Any change in the rental amount attributable to a change in square footage shall be applicable beginning with the first, full year following such change in square footage and in each succeeding year thereafter. As used herein, square footage will be based upon the footprint of the hangar that is to be hereafter constructed by LESSEE.

SECTION SEVEN

Rights, Privileges, Obligations, and Responsibilities

A. In its use of the Airport and related facilities, LESSEE is granted the following specific rights and privileges:

(1) LESSEE has the right to add any additional capital improvements on the hangar ground site under the exclusive control of LESSEE, including the right to install, maintain, and remove additional adequate storage facilities and appurtenances for the purpose of carrying out any of the activities provided for herein, subject to advance approval from LESSOR as well as any other conditions herein generally or particularly set forth. All improvements so added by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR. Any improvements that involve alterations to the leased premises under the non-exclusive control of LESSEE shall be subject to approval in advance by LESSOR and all improvements so added by LESSEE will be and become the property of LESSOR at the termination of this Lease without cost to LESSOR.

B. In its use of the Airport and related facilities, LESSEE accepts the following obligations and responsibilities:

(1) LESSEE shall construct a new hangar facility and make other site improvements at the hangar ground site in accordance with LESSEE's proposal as the same may be modified, supplemented, or amended and only if said modifications, supplements, or amendments are accepted by LESSOR, said proposal including sketch of

which is attached hereto and made a part of this Agreement. The cost of such improvements, shall not be less than a total of _____ (\$_____). On or before three (3) months from the effective date of this Agreement, LESSEE shall submit plans and specifications to LESSOR and shall complete construction of such improvements within six (6) months of LESSOR's approval thereof. In the event LESSEE makes any such improvements without LESSOR approval, then, upon notice to do so, LESSEE shall remove the same, or, LESSOR, at its option, may cause the same to be changed to the satisfaction of LESSOR. If LESSEE fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, LESSOR may affect the removal or change and LESSEE shall pay the cost thereof to LESSOR.

LESSEE expressly agrees in the making of any and all improvements that, except with written consent of LESSOR, it will neither give nor grant, nor purport to give or grant any lien upon the hangar ground site or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said hangar ground site and improvements thereon, and LESSEE will discharge any such lien within thirty days after notice of filing thereof. Notice is hereby given by LESSOR to all persons that no lien attaches to any such improvements.

Any and all improvements constructed or made by LESSEE on the hangar ground site shall be constructed and made in accordance with airport industry standard practices. LESSEE further covenants and agrees that any and all improvements constructed by LESSEE on the hangar ground site lease shall correspond in design and appearance with other facilities constructed or to be constructed on the Airport, will be in accordance with any existing Airport plan adopted by LESSOR, and shall be approved by the City of Washington Building Inspector.

(2) The use and occupancy of the hangar ground site by LESSEE shall be without cost or expense to LESSOR. It is understood and agreed that LESSOR is not obligated to furnish any utility services such as light, water, sewer and gas to LESSEE during the period of occupancy. If LESSOR operates or maintains utility services to the hangar ground site, it will continue to furnish such utility services at the request of LESSEE provided that LESSEE shall assume and pay for necessary meters for measuring said service and the charges for providing such service. LESSEE shall save LESSOR harmless of and from any and all costs or charges for utility services furnished to or required by LESSEE during the term hereof and shall provide, at its own cost or expense, such services as may be necessary or required in the operation and maintenance of the hangar ground site to any and all storm and sanitary sewers, water, and utility outlets at its own expense and shall pay for any and all service charges incurred or used on the hangar ground site.

(3) LESSEE shall maintain and be responsible for all repairs to the hangar following its construction by LESSEE on the hangar ground site. LESSEE agrees, at its own expense, to cause the hangar ground site and the buildings, improvements, and appurtenances thereto, to be maintained in a presentable condition and equal in appearance and character to other similar improvements on said Airport. All tools, machines, parts and maintenance equipment shall be stored inside the hangar.

(4) LESSEE agrees, at its own expense, to cause all waste, garbage and rubbish to be removed from the hangar ground site and agrees not to deposit the same on any of the Airport premises, except LESSEE may temporarily deposit the same on the hangar ground site in connection with their collection or removal.

(5) LESSEE will not suffer or permit to be maintained upon the outside of any improvements located on the leased premises any billboards or advertising signs unless previously approved in writing by the LESSOR. A normal company identification sign will be permissible on the hangar ground site.

(6) LESSEE will make no unlawful, improper or offensive use of the premises.

(7) Any and all improvements to, use of, or activities upon the hangar ground site shall conform to and be consistent with the then current Airport plan as well as the minimum standards, rules and regulations adopted for the Airport by LESSOR, as amended.

(8) LESSEE, in its use, improvement, or operation of the premises and facilities of the Airport including hangar ground site, shall not, on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.

SECTION EIGHT Taxes and Assessments

LESSEE shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the hangar ground site or any improvements or other property situated thereon, it being the mutual intention of the parties that LESSOR shall not be required to pay any taxes on either real or personal property by reason of permitting LESSEE to use said real property as herein described. LESSEE also agrees to indemnify LESSOR against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

LESSEE must verify, if requested, that the hangar aircraft, including any spare parts, is listed on the tax roles of Beaufort County, North Carolina, for the current year.

SECTION NINE Maintenance and Utilities

During the term of this Lease, LESSOR shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of the individual lessees, including, but not limited to the terminal building and control tower; vehicle parking areas and all roadways, runways, aprons and taxiways. Subject to the conditions expressly set forth in Section 7 Part B hereof, LESSOR shall also maintain and operate all sewage and water facilities, electrical and electronic facilities and such other appurtenances and services as are now or hereafter connected with the operation of the Airport.

SECTION TEN Rules and Regulations

LESSEE agrees to comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the leased premises or any part thereof, or any of the adjoining property, or any use or condition of the premises or any part thereof. Further, LESSEE shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including, but not limited to, such rules and regulations regulating hazardous or similar substances or conditions, their storage and disposal.

LESSEE agrees to observe and obey the rules and regulations with respect to the use of the Airport premises, including hangar ground site; provided, however, that such rules and regulations shall be consistent with all rules, regulations, and orders of the Federal Aviation Administration; and provided further, that such rules and regulations

shall not be inconsistent with the provisions of this Lease or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to LESSEE'S use of the Airport premises, including hangar ground site. LESSEE further agrees to indemnify and hold LESSOR harmless for any and all damage of any kind arising from LESSEE'S failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by LESSEE, its employees, customers, passengers, guests, and other licensees or invitees.

LESSEE agrees to abide by and cooperate with LESSOR in the enforcement and implementation of applicable Airport security regulations, safety plan standards, and measures as may be adopted by LESSOR.

**SECTION ELEVEN
Subordination**

This Lease shall be subject to and subordinate to the provisions of any existing or future agreement between LESSOR and the United States, the State of North Carolina, or any agencies thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the Airport or as a condition precedent to the acquisition of the Airport facilities by the LESSOR. It is specifically understood by LESSEE that this Lease is subject to the recapture clause and other conditions of a grant agreement by the Navy Department or Civil Aeronautics Administration, respectively. LESSOR shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of LESSEE in and to the premises, and to compensation for the taking thereof, interference therewith and damage thereto, caused by such agreement or by actions of LESSOR or the United States pursuant thereto.

**SECTION TWELVE
Indemnification**

LESSOR shall stand indemnified by LESSEE as hereinafter provided. It is expressly understood and agreed by and between the parties hereto that LESSEE herein is and shall be deemed to be an independent contractor, responsible to all parties for its respective acts or omissions and LESSOR shall in no way be responsible therefore. It is further agreed that in the use of the Airport; the maintenance, erection, or construction of any improvements thereon and the exercise or enjoyment of the privileges herein granted, LESSEE agrees to indemnify and save harmless the LESSOR from any negligence of LESSEE.

LESSEE agrees to indemnify LESSOR against any and all liability for injuries to persons or damage to property caused by LESSEE's negligent use or occupancy of the leased premises; provided, however, that LESSEE shall not be liable for any injury, damage, or loss occasioned by the negligence of LESSOR or its agents or employees; and provided further that LESSOR shall give to LESSEE prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect LESSEE, and LESSEE shall have the right to compromise and defend the suit to the extent of its own interest.

**SECTION THIRTEEN
Insurance**

LESSEE shall procure and maintain in force necessary liability insurance coverage for the leased premises and LESSEE'S activities thereon in the minimum amount of \$1 million for personal injury, death and property damage, including any environmental damage as well as any damages related to or arising from any hazardous material or product, resulting from each occurrence to indemnify and hold harmless LESSOR from any and all liability of claims for loss, damage, or injury to persons or property caused or occasioned by the use of the leased premises by LESSEE during the

term of this Lease. All insurance shall be carried by a responsible company and shall be in a form satisfactory to LESSOR. LESSOR shall be furnished any and all copies of all insurance policies obtained by LESSEE in compliance with this requirement on or before LESSEE begins occupancy. LESSEE agrees to maintain sufficient coverage on a current status and that all such insurance policies obtained by LESSEE in compliance with this requirement name LESSOR as insured and provide a Thirty (30) day written notice to LESSOR of termination, material change in the terms thereof or non-renewal of such policies.

The minimum amount of insurance due hereunder (initially \$1 million) shall be reestablished following every fifth year through good faith negotiations regarding the same. Said readjustment(s) shall be applicable for the next five (5) years until the next readjustment consistent herewith. Notwithstanding the foregoing, the minimum amount of insurance due hereunder shall not be less than \$1 million at any time during the period of this Lease.

SECTION FOURTEEN Termination and Default

A. This Lease shall terminate at the end of its original term, unless sooner terminated as provided for herein. No holding over by LESSEE after the expiration or earlier termination of this Lease shall operate to extend or renew this Lease for any further term whatsoever; but LESSEE will, by any such holding over, become the tenant at will of LESSOR. After any written notice by LESSOR to vacate the hangar ground site, continued occupancy thereof by LESSEE shall constitute LESSEE a trespasser.

B. This Lease shall be subject to termination by LESSEE in the event of any one or more of the following events:

(1) The abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft.

(2) The default by LESSOR in the performance of any of the terms, covenants, or conditions of this Lease and the failure of LESSOR to remedy, or to undertake to remedy, such default for a period of thirty (30) days after receipt of notice from LESSEE to remedy the same.

(3) Damage to or destruction of all or a material part of the premises or Airport facilities necessary for the Lessee's use of the hangar ground site.

(4) The lawful assumption by the United States, the State of North Carolina, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially LESSEE from using the hangar ground site for a period in excess of ninety (90) days.

C. This Lease shall be subject to termination by LESSOR in the event of any one or more of the following events:

(1) The default by LESSEE in the performance of any of the terms, covenants, or conditions of this Lease, and the failure of LESSEE to remedy or undertake to remedy such default for a period of thirty (30) days after receipt of written notice from LESSOR to remedy the same. Notwithstanding the foregoing, if LESSEE abandons the hangar ground site for any period of time, allows the hangar subsequently constructed thereon to remain vacant for a period in excess of Ninety (90) days, or fails or neglects to make any payment of rental when due, LESSOR, at its option and without any other notice, demand, or legal proceeding, may declare this Lease void, terminate this Lease, require LESSEE to vacate, enter the hangar ground site, and eject LESSEE therefrom or may pursue any other lawful right or remedy.

(2) LESSEE files a voluntary petition in bankruptcy including a reorganization plan; makes a general or other assignment for the benefit of creditors; is

TO LESSEE: John Jensen Hill, Jr.
 315 Thomas Place
 Washington, NC 27889

Any notice so given to either party hereunder shall be conclusively considered to have been received on the third business day following the proper mailing thereof. Each party shall give written notice to the other of any change of address at least thirty (30) days in advance of the date such change is to become effective, whereupon the address so given shall control.

**SECTION NINETEEN
Governing Law**

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

**SECTION TWENTY
Severability**

Any covenant, condition, or provision of this Lease that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletions shall in no way effect any other covenant, condition or provision of this Lease, so long as such deletion does not materially prejudice LESSOR or LESSEE in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Lease.

**SECTION TWENTY ONE
Effect of Waiver**

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

**SECTION TWENTY TWO
Arbitration**

In the event of any disagreement as to whether there has been a breach of contract under this Lease, the questions shall be submitted to arbitration, each party hereto selecting one arbitrator and the two so selected selecting a third arbitrator (but if no agreement can be reached as to the third arbitrator, he shall be appointed by the Clerk of Superior Court of Beaufort County), which board of arbitrators shall sit within two weeks following the date of their appointment, and after proper notice to both parties, shall hear the evidence presented by both sides and render their decision. The majority vote shall be binding on both LESSOR and LESSEE, and it shall be made and announced as soon as possible, and in no event later than two weeks after the aforementioned hearing. Each party shall pay the arbitrator appointed by it, and the third arbitrator shall be paid jointly by LESSOR and LESSEE. In this connection, attention is invited to the fact of the management of said Airport, its general appearance and the manner in which LESSEE serves and meets the general public is of paramount importance to the LESSOR, and in the event of any disagreement requiring adjustment or adjudication by arbitration, as herein provided, said arbitrator shall give particular attention to these considerations to the extent that LESSEE shall comply with all requirements of this Lease.

**SECTION TWENTY THREE
Effect of Lease**

All covenants, conditions, or provisions in this Lease shall extend to and bind the legal representatives, successors and assigns of the respective parties. This Lease is in lieu of any lease heretofore executed between the parties hereto and any such prior lease is hereby cancelled and no longer in effect.

**SECTION TWENTY FOUR
Attorney's Fees**

In the event any action is filed in relation to this Lease, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay under this Lease, a reasonable sum for the successful party's attorney's fees.

**SECTION TWENTY FIVE
Entire Agreement**

This Lease shall constitute the sole agreement between the parties hereto and it is understood that the provisions contained herein shall not be altered, modified or changed in any manner except by written agreement executed by LESSOR and LESSEE, and no oral contract or agreement, or informal memorandum shall have the effect of so modifying, altering or changing this agreement. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.

**SECTION TWENTY SIX
Modification of Lease**

Any modification of this Lease or additional obligations assumed by either party in connection with this Lease shall be binding only if in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed by their duly authorized officers and/or agents on the date indicated below.

PRE-AUDIT CERTIFICATE

This lease has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

s/Carol Williams
CAROL WILLIAMS
FINANCE DIRECTOR

s/James C. Smith
JAMES C. SMITH
CITY MANAGER

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

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

Checklist for Initiatives (Councilman Jennings)

Councilman Jennings wants a report from staff that reflects dates and a report of action taken on the item (month to month).

On motion of Councilman Jennings, seconded by Councilman Brooks, Council unanimously directed that a format be in place for the February 26th meeting and at that meeting Council will advise staff of the items that need to be included on the list, and staff can make suggestions.

Discussion on Grant for Docks (Jennings)

Philip Mobley stated that this is a Boating Infrastructure Grant through the Division of Marine Fisheries to build two finger docks (12 slips) on Stewart Parkway. The grant is for \$350,000 and the City will match it with \$25,000 local cash and an in-kind match to cover the other costs. He stated if we are uncomfortable with it, we need to get out now instead of waiting until after we get the grant. The docks are about \$135,000 each but have probably gone up. Mr. Mobley was unsure of the figures since he did not know it would be listed on the agenda. (Actually, the grant is for \$200,000 with \$25,000 City match and \$73,676 in-kind services.)

Ms. Dot Moate, DWOW President, expressed an interest that DWOW have the opportunity to have input on any kind of docks to be installed, or at least review the project. Councilman Jennings stated that we don't have time to put it out for a long review as some other projects have been done. He also wanted more information on the grant.

Mr. Mobley will get Council more information on the grant.

**PUBLIC HEARING - ADOPT - RESOLUTION ORDERING THE CLOSING OF
BROWN STREET BETWEEN PARK DRIVE AND EAST FOURTH STREET**

A revised copy of the Resolution was passed out to Council. Mr. Lewis talked about the rapid destruction of the bridge going to 5 tons in a two year period. The bridge originally was for 29 tons. DOT has recommended we close the bridge or take some action to fix it. If the bridge is closed, a pedestrian walkway can be made of the structure at a lower cost.

Mayor Jennette stated this is a public hearing.

Mr. Jimmie Oakley, of Hospital Pharmacy, asked that Council think about the people living on the east side of the City and their need to turn right on Brown Street to get to different locations in the Brown-15th Street area. He talked about the undersized piping and the bottleneck at Charlotte Street. He asked that someone look at it from a practical standpoint.

Mr. Lewis stated that the estimated cost to repair the bridge is \$600,000 to \$750,000. The bridge has been closed because of safety, and it will cost as much if not more to repair the bridge at Charlotte Street. When repairs are done, it would be better to start downstream, Charlotte, then Brown. Discretionary funds are being looked at now to help with the \$1.7 million water and sewer relocation.

It was pointed out that it could be re-opened if repairs are made.

Mayor Jennette closed the public hearing.

On motion of Mayor Pro tem Woolard, seconded by Councilman Brooks, Council unanimously adopted the Resolution ordering the closing of Brown Street between Park Drive and East Fourth Street.

**A RESOLUTION ORDERING THE CLOSING OF BROWNSTREET
BETWEEN PARK DRIVE AND EAST FOURTH STREET**

WHEREAS, on the 8th day of January, 2007, the City Council of the City of Washington directed the City Clerk to publish the Resolution of Intent of the City of Washington to consider closing that portion of Brown Street between Park Drive and East Fourth Street in the Washington Daily News once each week for four successive weeks, such resolution advising the public that a public hearing would be conducted at 6:00 p.m. on the 12th day of February, 2007, in the City Council Chambers; and

WHEREAS, the City of Washington on the 8th day of January, 2007, ordered the City Clerk to notify all persons owning property abutting on that portion of Brown Street between Park Drive and East Fourth Street, as shown on the county tax records, by registered or certified, mail, enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the City Clerk has advised the City Council that she sent a letter to each of the abutting property owners advising them of the day, time, and place of the public hearing, enclosing a copy of the Resolution of Intent, and advising the abutting property owners that the question as to closing that portion of Brown Street between Park Drive and East Fourth Street would be acted upon, said letters having been sent by registered or certified mail; and

WHEREAS, the City Clerk has advised the City Council that adequate notices were posted on the applicable street(s) as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said Street in the Public Hearing held this the 12th day of February; and

WHEREAS, it now appears to the satisfaction of the City Council that the closing of said street is not detrimental to the property rights of individuals or contrary to the public interest, and that no individual owning property, either abutting the street or in the vicinity of the street or in the subdivision in which the street is located, will as result of the closing be thereby deprived of a reasonable means of ingress and egress to his property;

NOW THEREFORE BE IT RESOLVED, the portion of Brown Street lying between Park Drive and East Fourth Street is hereby ordered closed, and all right, title and interest thereto that may be vested in the public to said area for street purposes shall be conclusively presumed to be vested in those persons or entities owning lots or parcels of land adjacent thereto in accordance with the provisions of G.S. 160A-299.

The City Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Beaufort County a certified copy of this Resolution and Order.

Adopted this the 12th day of February, 2207, in the City of Washington, North Carolina.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
**RITA A. THOMPSON, CMC
CITY CLERK**

Mayor Pro tem Woolard stated the City will try to re-open it and actively seek funding to fix the bridge.

COMMENTS FROM THE PUBLIC

There were no comments from the audience.

Staff Vacancies and Effect on the FY 07-08 Budget (Jennings)

Councilman Jennings asked that Council receive a report on filling or not filling vacancies over the next few months, going into FY 07-08 budget discussions.

Recreation League Agreement (Gahagan)

Councilman Gahagan stated they are real close to having the Recreation League Agreement completed.

CLOSED SESSION – UNDER G. S. 143-318.11 (A)(3) ATTORNEY/CLIENT

At 6:30 p.m., on motion of Councilman Jennings, seconded by Mayor Pro tem Woolard, Council unanimously agreed to go into closed session under G. S. 143.318.11 (a)(3) Attorney/Client privilege.

On motion of Mayor Pro tem Woolard, seconded by Councilman Gibson, Council unanimously agreed to come out of closed session at 8:15 p.m.

CONTINUE MEETING

On motion of Mayor Pro tem Woolard, seconded by Councilman Brooks, Council unanimously adjourned the meeting to Monday, February 19, 2007 at time to be determined (4:30 p.m.) at Beaufort Community College, Building #10.

**Rita A. Thompson, CMC
City Clerk**