

Council Agenda November 9, 2020 ~ 5:30pm

*Due to COVID-19 precautionary measures, the Washington City Council meeting will be held as a virtual meeting. All members of Council and staff will participate electronically. * The meeting will stream on our Vimeo channel https://vimeo.com/washingtonnc as well as Facebook https://www.facebook.com/CityOfWashingtonNC/ * Public Comment Period — Comments can be emailed to the City Clerk at com/CityOfWashingtonNC/ * Public Public Comments can be emailed to the City Clerk at com/CityOfWashingtonnc.gov by Monday, November 9, 2020 ~ 1:00 p.m.

Opening of Meeting

Pledge of Allegiance

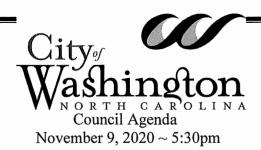
Invocation

Roll Call

Approval of minutes from October 12, 2020 (page 3)

Approval/Amendments to Agenda

- I. Consent Agenda:
 - A. Adopt Hurricane Isiasis Budget Ordinance Amendment (page 13)
 - B. <u>Authorize</u> FEMA Agents & Approve State Disaster Assistance Agreement for Hurricane Isiasis (page 15)
 - C. <u>Approve</u> Application by Washington Fire Department for the 2020 FEMA Assistance to Firefighters Grant (page 24)
 - D. <u>Accept</u> Annual Grant from Mid-East Commission Area Agency on Aging (page 25)
 - E. <u>Ratify</u> Public/Private Partnership Contract for Environmental Remediation to Hotel Louise Property and Special Warranty Deed with Lady Louise, LLC (page 34)
- II. Comments from the Public:
- III. Public Hearing 6:00pm Zoning:
 - A. <u>Approve</u> Request to rezone a 6.75 acre parcel of land located at 515 E. Water Street from I-1 (Industrial) to B1H (Business Historical) (page 49)
- IV. Public Hearing 6:00pm- Other: None
- V. Scheduled Public Appearances: None



- VI. Correspondence and Special Reports:
 - A. $\underline{\text{Memo}} PO's > $50,000 \text{ (page 57)}$
- VII. Reports from Boards, Commissions and Committees:
 - A. <u>Presentation</u> Historic Preservation Commission Demolition by Neglect (Scott Campbell) (page 58)
 - B. Report Washington-Warren Airport Advisory Board/Airport Strategy Team (page 97)
- VIII. Appointments: None
- IX. Old Business: None
- X. New Business:
 - A. Approve –15th Street Improvements Agreement with Stantec (page 102)
- XI. Any other items from City Manager:
 - A. <u>Discussion</u> 15th Street/Market Street Pedestrian Crosswalk
- XII. Any other business from the Mayor or other Members of Council:
 - A. Discussion ZEN City (Councilmember Pitt)
 - B. Discussion Recycling of Electronics (Councilmember Pitt)
- XIII. Closed Session: None
- XIV. Adjourn: Until December 14, 2020 at 5:30pm

CITY COUNCIL MINUTES WASHINGTON, NORTH CAROLINA

The Washington City Council met in a regular session on Monday, October 12, 2020 at 5:30pm as a virtual meeting. Present: Donald Sadler, Mayor; Richard Brooks, Mayor Pro tem; Virginia Finnerty, Councilmember; Betsy Kane, Councilmember; William Pitt, Councilmember and Mike Renn, Councilmember. Also present: Jonathan Russell, City Manager, Franz Holscher, City Attorney and Cynthia S. Bennett, City Clerk. *The meeting was held as a virtual meeting all Council members and staff accessed the meeting remotely.

Mayor Sadler called the meeting to order. Councilmember Renn led the Pledge of Allegiance and delivered the invocation.

APPROVAL OF MINUTES:

By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council approved the minutes of September 14 & 17, 2020 as presented.

APPROVAL/AMENDMENTS TO AGENDA:

> Add: Under other business from Mayor or Members of Council - Legislative Goals, HWY 17/64 Association Meeting, Council Wear (Councilmember Pitt)

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

CONSENT AGENDA:

By motion of Councilmember Kane, seconded by Councilmember Brooks, Council approved the Consent Agenda as presented.

VOTE: consent	YES	NO
Mayor Pro tem Brooks	x	
Councilmember Finnerty	X	
Councilmember Kane	X	
Councilmember Pitt	x	
Councilmember Renn	X	

- A. Adopt Hurricane Isiasis Budget Ordinance Amendment (copy attached)
- B. Adopt Merchant Fees Budget Ordinance Amendment (copy attached)
- C. Adopt Storm Water Fees Budget Ordinance Amendment (copy attached)

COMMENTS FROM THE PUBLIC:

(comments were emailed to the City Clerk and entered into record)

City Clerk,
Please include the following comment in the Public Comment Period of the October 12,
2020 City County Meeting.

From: Mike Weeks, Washington resident, landlord and taxpayer in the City of Washington.

I strongly encourage the City Council to vote NO to any amendment or expansion of the current Stormwater Ordinance to include additional fees on owners of multi-family dwellings that already have utility accounts at these addresses. This amendment and action, if presented, should be tabled for future discussion until further notice.

Any additional fees like the ones being proposed to amend the Ordinance, should require full public notice and allow time for public comment to Councilmembers prior to considering changes. I encourage Councilmembers to vote NO to any Stormwater Ordinance amendment at this time. More discussion and information is needed.

In June, the City sent letters to owners of property that allegedly did not have utility accounts saying they were being assessed stormwater fees. Instead, bills were sent not only to properties without utility accounts, but to owners of multi-family dwellings that have multiple utility accounts already paying these fees.

Both the Public Works department and the City Manager refused to return my calls to discuss this matter. Only after certified notices/letters to the City Manager were sent with follow up to City Council members to demand a reply, was an initial response made. A phone call discussion of about one hour was set up as a result of the first certified letter with the City Manager to discuss the matter.

Following the one hour call, additional information was requested from the City Manager. None was provided. A second certified letter and calls to Council members were made to encourage a response to a citizen inquiry with this process which should have taken a few days or weeks, taking nearly three months.

The issue of City Management not responding to calls about business within the City is a separate issue but telling of facts that the proposed amendment to the Stormwater Ordinance needs further review and comment. Complete transparency should always be the standard all city personnel are held accountable to in matters that have to do with the City of Washington. Complete transparency at all levels of government.

I strongly encourage the City Council to vote NO to any amendment or expansion of the current Stormwater Ordinance at this time until public notice and comments can be obtained and review. Then and only then, will all the facts be present for an informed decision in the best interest of all citizens within the City of Washington regarding stormwater fees and how they are assessed.

Thank you for your time and consideration of my request and comments. Respectfully, Mike Weeks

PUBLIC HEARING - ZONING: 6:00PM NONE

PUBLIC HEARING (OTHER): 6:00PM NONE

SCHEDULED PUBLIC APPEARANCES: BILL BOOTH – NAACP~ALPHA LIFE ENRICHMENT CENTER

Bill Booth spoke to City Council on behalf of the residents of Washington regarding Minimum Housing standards. He shared the following complaints he's received from individuals: no heat, no hot

water, ceilings dropped, houses haphazardly boarded up and the fear of being evicted. He feels the city's minimum standards for housing are too low.

Mike Weldin, Chief Building Inspector reviewed the process used by the City regarding code enforcement as it relates to minimum housing. Mr. Booth understands the code, but says we're talking about people being displaced from their homes. The landlord should be forced to make the repairs.

Mayor Sadler stated staff and Council will look into the policy for possible revisions and options.

CORRESPONDENCE AND SPECIAL REPORTS: MEMO – ACCOUNTS RECEIVABLE WRITE-OFF POLICY

(accepted as presented)

The accounts receivable write-off policy has been reviewed and updated.

City of Washington

Policy for Write-off of Uncollectible Accounts Receivable

Purpose:

Although the City has established and implemented procedures to collect delinquent amounts due, there are occasions when amounts cannot be collected.

This policy's purpose is to establish uniform methods for collecting aged accounts as well as guidelines for determining when delinquent accounts receivable should be considered an uncollectible debt and establish proper authorization for removal or write-off of the receivable from the City's balance sheet. The desired result of this policy is to fairly state the value of accounts receivable on the City's financial statements.

Scope:

This policy applies to all delinquent accounts owed to any department of the City of Washington including, but not limited to, utility charges, fees, fines, assessments, claims, damages, loans, taxes, penalties, interest, and other charges as authorized by law.

Procedure:

All or some of the following actions, when practical or available as a remedy by law, will be taken to collect outstanding account balances:

- 1. Disconnection of services (utilities)
- 2. Transfer of old balances to new accounts (utilities)
- 3. Apply deposits to outstanding balances (utilities)
- 4. Demand letters
- 5. NC Debt Set Off Program
- 6. Third party collection agency
- 7. Attachment/Garnishment
- 8. Small Claims Court
- 9. Judgments
- 10. Liens
- 11. Foreclosure
- 12. Close business (privilege license)

The finance department with the assistance from other departments will make every effort to collect delinquent accounts receivable amounts owed to the City. It is only after all reasonable avenues to collect the debt have been utilized and exhausted will the bad debt be considered uncollectible and qualify for write-off.

The Finance Director or his designee will identify, usually on an annual basis, delinquent accounts meeting one or more of the below criteria and produce a listing of accounts including name, account number, invoice date, delinquent amount due, and reason for write off.

Criteria for determining uncollectible accounts for write-off:

- 1. **Statute of Limitations**: The statute of limitations for collection of the debt has expired.
- 2. Bankruptcy: The account has been discharged through bankruptcy court.
- 3. **Deceased:** The debtor is deceased with no estate.
- 4. Court Judgment Refused: The debt cannot be substantiated in Court.
- 5. **Unjustifiable Cost:** The amount of the uncollectible account is less than \$50 or the cost of collection exceeds the recoverable amount.
- 6. **Untraceable:** The customer has provided false information, left the area, or cannot otherwise be located or identified.
- 7. **Time Frame:** Inactive accounts 5 years or older at fiscal yearend will be written off annually to avoid overstatement of receivables.

The Finance Director shall have the authority to determine which accounts will be written off and direct the Finance staff to adjust the accounts receivable amounts accordingly. Write-offs are to be reported to the City Council in summary form and shall include the date of the write-off, the category or type of write-off (i.e. sewer assessment, electric utility, water utility, lot mowing, etc.), and the amount of the write-off. This information shall be furnished no less than one time per year.

This policy in no way shall affect the City's ability to collect or accept payments once an account has been written off. Payments received on such accounts will be recorded as revenue in a bad debt recovered account.

MEMO - PO'S > \$50,000

(accepted as presented)

The following budgeted purchase orders that are in excess of \$50,000 have been issued for the month:

<u>Amount</u>	<u>Vendor</u>	<u>Description</u>
\$99,000.00	EMA Resources	Land application of bio solids
\$108,180.00	Gregory Poole Equipment	Caterpillar 420 Backhoe Loader
\$139,951.46	White/Herring Tractor	2021 International HV513 SFA Dump Truck
\$250,000.00	Eastern Aviation Fuels	Fuel Purchases for resale
\$299,766.00	Rhinehart Family Company	Airpacks

MEMO - ELECTRIC DEPARTMENT LONG RANGE PLAN

(accepted as presented)

Utility Electrical Consultants updated the 10-year long-range plan for our electric system. A summary is attached.

City of Washington Long Range Plan (LRP)

- Ten-Year LRP for the Electric Delivery System for the period 2020 2029.
- LRP is basically a construction outline for meeting the anticipated consumer growth and to continue providing efficient and reliable service.

- Load projections were based on the present NCEMPA Load Forecast. 1.5 percent growth rate from the present system non-coincident peak of 70.2 MW to 81.5 MW in 2029
- No large spot industrial load increases are included. Facilities to serve future large industrial growth should be evaluated on a case-by-case basis.
- Present delivery point, transmission, substation and distribution systems were reviewed to determine their adequacy to serve projected load growth
- Review was performed using established engineering standards and planning criteria considering thermal loading, voltages, age, physical conditions, power quality and reliability.
- Two new distribution substations. The first substation is located in the Industrial Park. The second substation is located along Highway 17 near the Washington-Warren Field Airport.
- Additional 230kV to 34.5 kV transformer and circuit exit capacity is recommended at the Main Substation for the expected substation loading including contingencies. 115 kV transmission option explored. Concluded that City should continue on the present path of using a 34.5 kV transmission system. 115 kV option is six times the cost of the 35 kV transmission option for equivalent capacity.
- Eastern extremities of 35 kV system are experiencing significant voltage fluctuations due to variations in output of solar farms. Budgets should include an engineering investigation of causes and develop solutions.
- Rebuild some aged 34.5 kV transmission facilities and add capacity.
- A few distribution line improvements will be necessary to provide ties for the new substations and in some cases to improve load balance and service quality.
- Advanced Metering Infrastructure (AMI) system recommended for both the consumer and utility to operate more efficiently
- Aged underground and aerial facilities reviewed and budgets included.
- Grand Total estimated cost in present dollars is \$ 14,168,000. An annual average of \$ 1,416, 800.

The Long Range Plan is intended as a guide; rather than a firm schedule for construction projects. Actual project schedules should be based upon annual reviews of the system's reliability and ability to handle the peak loads expected.

REPORTS FROM BOARDS, COMMISSIONS & COMMITTEES: None

<u>APPOINTMENTS:</u> <u>APPOINTMENT</u> – HISTORIC PRESERVATION COMMISSION

By motion of Councilmember Finnerty, seconded by Mayor Pro tem Brooks, Council appointed Marion Booth to the Historic Preservation Commission to fill the un-expired term of Mike Renn. Term to expire June 30, 2021. All in favor

VOTE: appointment	YES	NO
Mayor Pro tem Brooks	X	
Councilmember Finnerty	X	
Councilmember Kane	X	
Councilmember Pitt	X	
Councilmember Renn	X	

OLD BUSINESS:

<u>ADOPT</u> – BUDGET ORDINANCE AMENDMENT AND CAPITAL PROJECT ORDINANCE AMENDMENT FOR APPROVED SERVICE EXPANSION BUDGET

PREVIOUS LEGISLATIVE ACTION: Approved presented items with the exception of # 1, 5, 6, 12, 16, 21 and 22 plus hazard pay round II similar to prior distribution.

By motion of Councilmember Finnerty, seconded by Councilmember Kane, Council adopted a Budget Ordinance Amendment and a Capital Project Ordinance Amendment for the service expansion items approved at the September Council meeting. (copy attached)

VOTE: expansion budget	YES	<u> </u>	NO	
Mayor Pro tem Brooks	X			
Councilmember Finnerty	X			
Councilmember Kane	X			
Councilmember Pitt	X			
Councilmember Renn	X			

ADOPT - ORDINANCE TO AMEND CHAPTER 31, STORMWATER UTILITY

BACKGROUND AND FINDINGS: In June of 2020, Council adopted Chapter 31, Stormwater Utility into ordinance. Since its adoption, a few questions have been raised about its meaning. This change is an effort to make the Ordinance clearer.

By motion of Councilmember Finnerty, seconded by Councilmember Kane, Council adopted the ordinance to amend Chapter 31, STORMWATER UTILITY, with an effective date of October 13, 2020. Motion carried 4-1 with Councilmember Pitt opposing. (copy attached)

VOTE: ordinance	YES	NO
Mayor Pro tem Brooks	x	
Councilmember Finnerty	X	
Councilmember Kane	X	
Councilmember Pitt		X
Councilmember Renn	X	

<u>AUTHORIZE</u> – CITY MANAGER TO EXECUTE ENGINEERING AGREEMENT WITH RIVERS AND ASSOCIATES FOR MEDICAL DISTRICT DRAINAGE IMPROVEMENTS AND APPROVE CORRESPONDING PURCHASE ORDER

BACKGROUND AND FINDINGS: In July 2020, the City applied to Golden LEAF Disaster Recovery Grant for drainage improvements in the Medical District (area of the hospital along the corridors of 15th Street, Brown Street, 11th Street and under John Small Avenue/US Highway 264 Business) in the amount of \$8,027,125 and was awarded \$3,030,000 in early August 2020. Public Works staff requested RFQ's for engineering services on October 2, 2020 and Rivers and Associates was deemed best qualified for this project.

By motion of Councilmember Pitt, seconded by Councilmember Kane, Council authorized the City Manager to execute the Engineering Agreement with Rivers and Associates and approved the purchase order to Rivers and Associates in the amount of \$611,000 for the Medical District Drainage Improvements Project.

Councilmember Kane expressed concerns with only installing larger pipes and the large amount

impervious surfaces in the City.

VOTE: Rivers & Associates	YES	NO
Mayor Pro tem Brooks	X	
Councilmember Finnerty	X	
Councilmember Kane	X	
Councilmember Pitt	X	
Councilmember Renn	X	

NEW BUSINESS:

<u>APPROVE</u> – ADDITION OF FULL-TIME PUBLIC WORKS ASSISTANT DIRECTOR AND ADOPT BUDGET ORDINANCE AMENDMENT

BACKGROUND AND FINDINGS: It is essential that we hire an Assistant Director of Public Works to assist in the management, planning and organization in the Public Works department. There is an obvious "skill gap" that needs to be addressed and vital to the succession planning for the department. The addition will "fill the gap" and assist in reducing the current Public Works Director's workload. This position had been eliminated during a reorganization in 2015. This position will report directly to the Public Works Director. The position is an exempt position salary grade 28.

By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council approved the addition of a full-time Public Works Assistant Director, grade 28 and adopted a Budget Ordinance Amendment. (copy attached)

Councilmember Kane noted she was impressed with the amount of work the Public Works

Department handles and fully supports the addition of this position.

VOTE: Assistant PW Directo	r YES	NO
Mayor Pro tem Brooks	X	
Councilmember Finnerty	X	
Councilmember Kane	X	
Councilmember Pitt	X	
Councilmember Renn	X	

<u>APPROVE</u> – PARTNERSHIP WITH ELECTRICITIES AND RETAIL STRATEGIES, LLC BACKGROUND AND FINDINGS: Retail Strategies, LLC is a consulting and business recruitment agency that helps communities attract new retailers, restaurants, hotels, etc. Under the proposed agreement, ElectriCities of North Carolina will pay a portion of the consulting fee, and Retail Strategies will recruit businesses on behalf of the City at a discounted price rate of \$45,000 over a partnership period of three years.

The City Manager reviewed the item with Council, noting this was discussed during the September 17 work session in regard to economic development. Lacy Beasley with Retail Strategies is available if Council has any questions. Mayor Sadler noted he welcomes and supports this partnership.

By motion of Councilmember Finnerty, seconded by Mayor Pro tem Brooks, Council approved the City of Washington's partnership with Retail Strategies, LLC and ElectriCities of North Carolina, Inc. as negotiated under the Professional Services Agreement to Provide Consulting Services.

Discussion was held regarding specifics of the agreement and items of concern/interest ranging from the need for public input sessions, retail leakage and the development of a retail prospect list.

VOTE: retail strategies	YES	NO
Mayor Pro tem Brooks	X	<u> </u>
Councilmember Finnerty	X	
Councilmember Kane	X	
Councilmember Pitt	X	
Councilmember Renn	X	

ANY OTHER ITEMS FROM CITY MANAGER: DISCUSSION – TREE TRIMMING CONTRACT

Jonathan Russell, City Manager explained we are currently under contract with Lucas Tree Expert for our tree trimming contract. We are currently looking at cost saving measures and will discuss this item in more detail at a future meeting.

DISCUSSION - LICENSE PLATE AGENCY

Jonathan Russell, City Manager noted we are hopeful to get training in by the end of year with an opening date in late December or early January for the License Plate Agency. He stated we are planning to place the LPA in the former Select Bank building across the street from City Hall, with the assumption to move to new Police Station.

Council, by consensus was in agreement with moving forward with housing the License Plate Agency at the former Select Bank building and also in agreement with the proposed training schedule.

DISCUSSION – HALLOWEEN PROTOCOL

Jonathan Russell, City Manager reviewed we have been issuing Public Service Announcements regarding safe practices regarding Halloween. He also noted a fire truck is typically parked at Bonner/Main Street. We also will bring on extra employees to assist with traffic control throughout the city between 4pm-8pm.

DISCUSSION - ELECTRIC VEHICLE CHARGING STATION GRANT OPPORTUNITIES

Jonathan Russell, City Manager reviewed we are currently looking at possible grant funding opportunities through ElectriCities for electric vehicle charging stations. Each charging station pedestal would be placed in a parking lot with a payment center on it (credit/debit card machine). We provide the charging station and parking space, but the customer would have to pay for the service.

ANY OTHER BUSINESS FROM THE MAYOR OR OTHER MEMBERS OF COUNCIL: DISCUSSION – MARKET STREET (COUNCILMEMBER KANE)

Councilmember Kane reviewed the following memo with Council regarding Market Street. Over time I have had a number of complaints about traffic on Market Street -- excessive speed and reckless driving. People would like to see a treatment of this street to accommodate safety and all

users. However it is a state-owned road and so the city must rely on NCDOT with regard to any changes.

*** Market Street is scheduled to be re-surfaced by NCDOT next year. *** Re-surfacings are an opportunity for communities to request FREE re-marking of streets by NCDOT (it costs them nothing, because they are going to re-stripe anyway) in a manner consistent with current best practices for city streets and neighborhood safety. Also, our bike and pedestrian plans both indicate a number of improvements on Market Street, which could be implemented cost-effectively when this resurfacing is completed.

Thus, it would be very timely for the City to get the attention of the Div. 2 Resurfacing Unit now, and work with them and NCDOT Multimodal Division to develop a pavement marking plan AS WELL AS improvements to comply with ADA requirements (that is, ADA-compliant curb ramps) -- which I know we all have as an item of high concern.

If we can take this matter up on Monday? I would like us to direct our city staff according to the above. We can get free improvements if we get ahead of this resurfacing, but we do need to coordinate with NCDOT well ahead of the resurfacing schedule. I believe there is still time.

Also discussed curb ramps, ADA requires NCDOT to fix any intersection not in compliance with the correct treatment to make it wheelchair accessible and vision accessible.

Councilmember Kane asked Council to give direction to staff to coordinate these items with NCDOT. Staff will reach out to NCDOT for these items.

Discussion was held regarding the requested pedestrian crosswalk at Market/15th Street. Mr. Russell noted NCDOT will assist us with signage, but the City will have to absorb the cost and we are waiting on cost estimates.

Mayor Pro tem Brooks asked if NCDOT could look at the older drainage lines on Market Street when they resurface the street.

LEGISLATIVE GOALS

Councilmember Pitt provided updates from the North Carolina League of Municipalities and asked Council to think about goals for Washington. He also noted there are two Zoom meetings that Council can join regarding the legislative goals.

HWY 17/64 ASSOCIATION MEETING

Councilmember Pitt provided an update on the Hwy 17/64 Association meeting.

COUNCIL WEAR

Councilmember Pitt discussed City shirts/Council wear.

CLOSED SESSION:

UNDER NCGS 143-318.11 (A) (3) ATTORNEY/CLIENT PRIVILEGE

By motion of Councilmember Kane, seconded by Mayor Pro tem Brooks, Council agreed to enter into closed session at 6:50pm

By motion of Councilmember Pitt, seconded by Councilmember Kane, Council agreed to come out of closed session at 7:50pm.

SEWER SPILL

The City Manager provided an update on the recent sewer spill.

ADJOURN

By motion of Councilmember Finnerty, seconded by Councilmember Kane, Council adjourned the meeting at 8:00pm until November 9, 2020 at 5:30pm.

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC City Clerk

Agenda Date: November 9, 2020



To: Mayor Sadler & Members of City Council

From: Matt Rauschenbach, CFO/Assistant City Manager

Date: October 21 2020

Subject: Hurricane Isaisis Budget Ordinance Amendment

Staff Presentation:

RECOMMENDATION:

I move that the City Council adopt a Budget Ordinance Amendment to provide funds for the preparation and recovery of Hurricane Isiasis.

BACKGROUND AND FINDINGS:

Additional funding is required for the outside contractor assistance restoring electric service after the storm. FEMA has declared the event a reimbursable event.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Requires appropriation

SUPPORTING DOCUMENTATION

Budget Ordinance Amendment

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2020-2021

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

Section 1. That	the following accounts of the Electric	Fund revenue budget be	Э
increased or decreased b	by the respective amounts indicated:		
035-3991-9910	Fund Balance Appropriated	\$ (94,575)	
035-3351-0017	FEMA Funds- Hurricane	134,575	
		*	

Total

<u>Section 2.</u> That the following accounts of the Electric Fund appropriations budget be increased or decreased by the respective amounts to provide funds for the preparation and recovery of Hurricane Isaisis:

\$ 40,000

and recovery of Hurricane Isa	isis:	•	• •
035-6612-5730	Hurricane Expense		\$ 40,000
Adopted this the 9th day of N	ovember, 2020.		
		MAYOR	
ATTEST:			
CITY CLERK			

Agenda Date: November 9, 2020



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council

From: Matt Rauschenbach, Administrative Services Director/CFO

Date: October 21, 2020

Subject: Authorize FEMA Agents & Approve State Disaster Assistance

Agreement for Hurricane Isaisis

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

RECOMMENDATION:

I move that City Council designate Matt Rauschenbach and Tammy Swindell as primary and secondary applicant agents and authorize the Mayor to execute the Applicant Disaster Assistance Agreement for the Hurricane Isaisis disaster.

BACKGROUND AND FINDINGS:

PREVIOUS LEGISLATIVE ACTION

Currently Budgeted	Requires additional appropriation	No Fiscal Impact

SUPPORTING DOCUMENTS

FISCAL IMPACT

Resolution Designation of Applicant Agent State- Applicant Disaster Assistance Agreement

RESOLUTION DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of	Emergency Management		
Organization Name (hereafter named Organization) City of Washington	Disaster Number: FEMA-4568-DR-NC		
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):			
Applicant's Fiscal Year (FY) Start Month:	: July Day:1		
Applicant's Federal Employer's Identification Number	T		
Applicant's Federal Information Processing Standards (FIPS) Number 013-71220 -00			
PRIMARY AGENT	SECONDARY AGENT		
Agent's Name Matt Rauschenbach	Agent's Name Tammy Swindell		
Organization	Organization		
City of Washington	City of Washington		
Official Position CFO	Official Position Assistant Finance Director		
	Mailing Address		
Mailing Address PO Box 1988	PO Box 1988		
City ,State, Zip	City ,State, Zip		
Washington, NC 27889	Washington, NC 27889		
Daytime Telephone	Daytime Telephone		
252 975-9312	252 975-9360		
Facsimile Number 252 946-1965	Facsimile Number 252 946-1965		
Pager or Cellular Number	Pager or Cellular Number		
252 945-4050	252 558-0515		
BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this day of day of			
GOVERNING BODY	CERTIFYING OFFICIAL		
Name and Title	Name		
Name and Title	Official Position		
Name and Title	Daytime Telephone		
CERTIF	ICATION		
I,, (Name) duly apporting Body, do hereby certify that the above is a toby the Governing Body of, 20	rue and correct copy of a resolution passed and approved		
Date:	Signature:		



North Carolina Department of Public Safety Division of Emergency Management

APPLICANT: City of Washington

DISASTER: Hurricane Isaias
FEMA- 4568 -DR-NC

PUBLIC ASSISTANCE CFDA# 97.036

STATE - APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Public Safety, Division of Emergency Management ("the State") and City of Washington ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called Hurricane Isaisis, and pursuant to the Disaster Declaration made by the President of the United States numbered FEMA - ___4568__- DR-NC.

The designated representative of the Applicant (Applicant's Agent) certifies that:

- 1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant's governing body.
- 2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
- 3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).
- 4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
- 5. The Applicant shall provide the following completed documentation to the State:
 - Designation of Applicant's Agent;
 - State-Applicant Disaster Assistance Agreement
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;
 - Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

- 6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. ∍7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
- 7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.
- 8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.
- 9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
- 10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
- 11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
- 12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statues, rules and regulations.
- 13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.
- 14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

- 15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.
- 16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
- 17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
- 18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
- 19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov.
- 20. The Applicant shall comply with the provisions of 42 U.S.C. ∋5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
- 21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
- 22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

	BY:	
Date	Signature	
56-600-1364		
Applicant's Federal Tax I.D. Number (required)	Typed Name	
	Title	
	FOR THE STATE:	
	BY:	
Date	Signature	
	Typed Name	
	Title	

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name of Applicant	
BY:	
Signature of Applicant's Designated Agent	

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE <u>DO NOT</u> RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
- Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- 8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. ∍₃4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ∍₃4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 10. Will comply with all Federal statures relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. ∋∋1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ∋ 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. ∋∋ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ээ523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. ∋∋290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. amended relating et seq.), as nondiscrimination in the sale, rental, or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. ⇒⇒1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S. C. ∍∍276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. ∍874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ∍∍327-333) regarding labor standards for federally-assisted construction subagreements.
- 14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514: (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in

- floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ∋∋1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ∋∋7401 et seq.); (g) protection of under ground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ⇒⇒1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. ∍470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. ∍∍469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Agenda Date: 11/9/2020



To: From: Date:	Mayor Sadler & Members of City Council Mark Yates, Fire Chief November 9, 2020
Subject:	2020 FEMA Assistance to Firefighters Grant
Staff Presentation:	N/A
RECOMMENDATION: I move that the City Council the 2020 FEMA Assistance	approve and support an application by Washington Fire Department for to Firefighters Grant.
\$114,674.50 and our 5% ma rescue equipment to include	amount of \$120,710. This request represents a 95% federal share of tch of \$6,035.50 The application will be for the purchasing of new water dry suits, 2 zodiac boats with motors and a trailer to transport them with his grant is opening in October of 2020.
PREVIOUS LEGISLATIVE AC	CTION
FISCAL IMPACT	
(X) Requires 5% matching funds	which will need to be approved if the grant is awarded of \$6,035.50
Currently Budgeted (ANo Fiscal Impact	Account Requires additional appropriation

SUPPORTING DOCUMENTS

Agenda Date: Nov 9, 2020



To: Mayor Sadler & Members of City Council From: Kristi Roberson, Parks & Recreation Director

Date: November 2, 2020

Subject: Accept funding from Mid-East Commission Area Agency on Aging

Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council accept the funding from the Mid-East Commission Area Agency on Aging in the amount of \$35,881.00.

BACKGROUND AND FINDINGS:

The Grace Martin Harwell Senior Center has been awarded funding for Senior Center Operations, Health Promotion/Disease Prevention, and General Purpose services in the amount of \$35,881.00 with a \$6,324.00 cash match. The estimated revenue, appropriations, as well as the cash and in kind matches were budgeted in the FY 20-21 original budget. The estimated numbers now need to be adjusted to the funds actually awarded.

PREVIOUS LEGISLATIVE ACTION

<u>x</u> Currently Budgeted (Account <u>010-6123</u> ____) Requires additional appropriation No Fiscal Impact SUPPORTING DOCUMENTS

Agreement for the Provision of County-Based Non-Unit Aging Services Funding Breakdown

July 1, 2020 through June 30, 2021

Agreement for the Provision of County-Based Non-Unit Aging Services

This Agreement, entered into as of this 1st day of July 2020, by and between the City of Washington Grace Martin Harwell Senior Center (hereinafter referred to as the "provider") and the Mid-East Commission Area Agency on Aging (hereinafter referred to as the "MEC").

Witnesseth That:

WHEREAS, the MEC and the provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the MEC from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the MEC through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, c) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. <u>Availability of Funds</u>. The terms set forth in this Agreement for payment are contingent upon the receipt of funding by the MEC.
- 2. <u>Grant Administration</u>. The grant administrator for MEC shall be Bryant Buck, Executive Director. The grant administrator for the provider shall be Deborah Bauer, Senior Center Supervisor. It is understood and agreed that the grant administrator for the provider shall represent the provider in the performance of this Agreement. The provider shall notify the MEC in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the provider are provided in paragraph six (6) of this Agreement.
- 3. <u>Scope of Services:</u> The provider shall do, perform, and carry out in a satisfactory and proper manner, as determined by the MEC, the agreements and assurances required in the request for proposal.

<u>Services</u>	Federal/State <u>Dollars</u>	Local <u>Match</u>
General Purpose (176)	\$10,515	\$3,505
Senior Center Operations (170)	\$20,732	\$2,304
Health Promotion/Disease Prevention (220)	\$ 4,634	\$ 515

The provider shall submit an annual report to the MEC no later than July 14, 2021. Services authorized through this agreement shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed by June 30, 2021. No state funds can be dispersed after the close of the fiscal year. Projected June expenditures must be reported with May services reported in June.

- 4. <u>Assignability and Contracting</u>. The provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with grant funding shall be carried out in accordance with the procurement and contracting policy of the provider or, where applicable, the MEC, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subreceipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services from a vendor that has been suspended or debarred from Federal grant programs.
- 5. <u>Compensation and Payments to the Provider</u>. The provider shall be compensated for the work and services actually performed under this Agreement by payments to be made by the MEC. Total reimbursement to the provider under this Agreement may not exceed the grand total of available funding.
 - (a) <u>Reimbursement of Service Costs.</u> Reimbursements of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.
- 6. Reallocation of Funds and Budget Revisions. Any reallocation of funding between providers shall be voluntary on the part of the provider and shall be effective only for the period of the Agreement. The reallocation of funds between providers will not affect the allocation of future funding to the provider. If during the performance period of the Agreement, the MEC determines that a portion of the funds will not be expended; the grant administrator for the provider shall be notified in writing by the MEC and given the opportunity to make funds available for reallocation to other providers in the Planning and Service Area or elsewhere in the state.

Providers may request budget revisions during the period of the agreement, with final budget revisions due to the MEC no later than May 1, 2021.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

7. Monitoring. This Agreement will be monitored to assure that services are being provided in compliance with the N.C. Division of Aging Service Standards Manual, dated July 1, 1992, and the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997. Further, compliance with updated monitoring requirements, as specified in Office of Management and Budget (OMB) Circular A-133 and NC General Statute 143-6. shall be carried out. Monitoring shall also include compliance with conflict of interest requirements. Monitoring requirements are discussed in DOA Administrative Letter No. 03-14 (11/5/03). Private non-profit service providers will be monitored to ensure compliance with conflict of interest policies, as stated in DOA Administrative Letter No. 03-14.

The monitoring of services provided under this Agreement shall be carried out by the MEC in accordance with its Assessment Plan and/or by the DAAS regional Adult Program Representatives in accordance with the parameters of the interagency agreement established between the Division of Aging and the Division of Social Services, as provided in DOA Administrative Letter No. 98-13.

Providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (July, 1994) and DOA Administrative Letter No. 98-13. Any areas of non-compliance will be addressed in a written corrective action plan with the provider.

8. <u>Disputes and Appeals</u>. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grant administrator for the MEC. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the provider.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the MEC. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the provider of its appeal procedures and will inform the MEC that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
2101 Mail Service Center
693 Palmer Drive
Raleigh, North Carolina 27699-2101

9. <u>Termination for Cause</u>. If through any cause, the provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the MEC

shall have the right to terminate this Agreement by giving the provider written notice of such termination to the provider and specifying the effective date thereof. The date of notice shall be at least five (5) working days before MEC effective date of such termination. In such event, all documents and other materials collected or produced under this Agreement shall at the option of the MEC, become its property. The provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

10. <u>Audit</u>. The Community Service Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Community service providers must provide a copy of their year end financial statements, and any required audit, to the MEC on Aging. Community service providers, as specified in paragraph one (1) are subject to audit and fiscal reporting requirements as stated in NC General Statute 143-6 and OMB Circular a-133, where applicable. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143-6 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit unless it a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at http://www.ncgrants.gov.

The following provides a summary of reporting requirements under NCGS 143-6 and OMB Circular A-133 based upon funding received and expended during the service provider's fiscal year.

11. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the MEC for clarifying any audit exceptions that may arise from any MEC assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the MEC or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the Community Service Provider shall promptly repay such funds to the MEC once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the MEC is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the MEC on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the MEC is responsible for any disallowed costs. The County or MEC can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of A-110,

- requirements of 45CFR, Part 1321, and 45CFR, Part 92, or state eligibility requirements as specified in policy.
- 12. <u>Indemnity</u>. The provider agrees to indemnify and save harmless the MEC, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the provider.
- 13. <u>Equal Employment Opportunity and Americans with Disabilities Act Compliance</u>. The provider shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
- 14. <u>Data to be Furnished to the Provider</u>. All information which is existing, readily available to the MEC without cost and reasonably necessary, as determined by the MEC's staff, for the performance of this Agreement by the provider shall be furnished to the provider without charge by the MEC. The MEC, its agents and employees, shall fully cooperate with the provider in the performance of the provider's duties under this Agreement.
- 15. Rights in Documents, Materials and Data Produced. The provider agrees that at the discretion of the MEC, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the MEC upon termination or completion of the work. Both the MEC and the provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the provider.
- 16. <u>Interest of the Provider</u>. The provider covenants that neither the provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
- 17. Interest of Members of the MEC, Lead Regional Organization, and Others. No officer, member, or employee of the MEC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions or provisions of service relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

- 18. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
- 19. <u>Prohibition Against Use of Funds to Influence Legislation</u>. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
- 20. <u>Applicable Law</u>. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.
- 21. <u>Disaster Assistance:</u> In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes, or other disaster related situation, the provider shall cooperate with requests for assistance from the MEC.
- 22. <u>Attendance at MEC Meetings</u>: The provider shall attend any committee; special meeting; or staff development training being held by the MEC to include the Regional Advisory Committee.

In witness whereof, the MEC and the provider have executed this Agreement as of the day first written above.

CITY OF WASHINGTON GRACE MARTIN HARWELL SENIOR CENTER

Attest:		
	Ву:	
Date:	Title:	
	Date:	
	MEC	
Attest:		
Annette Eubanks	By: n. Bryant Buck	
Area Agency on Aging Director	Executive Director	
Date: 10-10-2020	Date: 10-16-2020	
	es to fall due under this Agreement within the current fisca duly authorized as required by the Local Government Budge	
BY: QUELLE DO LO DE LA SERVICIO DEL SERVICIO DE LA SERVICIO DEL SERVICIO DE LA SERVICIO DEL SERVICIO DE	DATE: 10/16/2020	
Janes Douge, I mande officely, who is		

2020-2021 Mid-East Funds

Grace Martin Harwell Senior Center

Services	Federal/State	Code	Local N	1atch
General Purpose	\$10,515	10-40-6123-0200	\$3,505	
Senior Center Operations	\$20,732		\$2,304	
	\$10,000	10-40-6123-0302		
	\$9,898	10-40-6123-4517		
Health Promotions	\$4,634	10-40-6123-4501	\$515	10-40-6123-4503

Agenda Date: November 9, 2020



REQUEST FOR CITY COUNCIL ACTION

To: From: Date: Subject:	Mayor Sadler & Members of the City Council Jonathan Russell, City Manager November 9, 2020 ct: Ratify Public/Private Partnership Contract for Environmental Remediation to Hotel Louise Property and Special Warranty Do with Lady Louise, LLC	
Applicant Presentation: Staff Presentation:	N/A N/A	
RECOMMENDATION: I move that City Council ratiremediation to Hotel Louise	fy the Public/Private Partnership Contract for Environmental Property and Special Warranty Deed with Lady Louise, LLC	
BACKGROUND AND FIN The warranty deed was exe October council meeting.	NDINGS: ecuted according to the recommendations from council following the	
PREVIOUS LEGISLATIVE AC	<u>CTION</u>	
FISCAL IMPACT Currently Budgeted (Account		
SUPPORTING DOCUMENTS Public/Private Partnership C Special Warranty Deed with	ontract for Environmental Remediation to Hotel Louise Property Lady Louise, LLC	

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

PUBLIC / PRIVATE PARTNERSHIP CONTRACT FOR ENVIRONMENTAL REMEDIATION TO HOTEL LOUISE PROPERTY

This Contract is made as of the "<u>Effective Date</u>" (as defined on the signature page to this Contract) by and between **Lady Louise**, **LLC** (the "<u>Private Developer or Developer</u>") as well as **NAS 7**, **LLC** (the "Guarantor"), and the **City of Washington** (the "<u>Public Entity</u>").

RECITALS

WHEREAS, Developer is the current fee simple owner of two parcels of land located in the City of Washington;

WHEREAS, the two parcels of land are commonly known as the "Hotel Louise" which has both architectural and historical significance to the Public Entity;

WHEREAS, the Hotel Louise property was vacant for many years prior to the acquisition by Developer in March of 2020, it remains vacant, and it is in need of extensive remediation, renovation, redevelopment and reuse in order for said property to comply with current building codes, be habitable, and be an instrument for economic development in the City (the redevelopment of the Property being known as the "Project");

WHEREAS, the Public Entity recognizes the value of the Project for general tax revenue purposes, its use in neighborhood wide economic development, and other associated benefits including potential affordable housing and community beautification efforts;

WHEREAS, Developer desires to enter into an agreement with Public Entity in order to allow Public Entity to use, including without limitation, federal EPA Brownfield Cleanup Grants and North Carolina Neighborhood Revitalization Grants through the Community Development Block Grant Program to address the needed remediation and renovation of Hotel Louise;

WHEREAS, Developer is not eligible to apply for such grants; however, Public Entity is an eligible applicant for such grants; and

WHEREAS, Public Entity desires to see the Project completed; however, as a body politic responsible to its citizens and taxpayers, it requires Developer to be responsible for, and indemnify it for, any and all costs, expenses, fees, and liabilities associated with this Contract and the Project except those expressly assumed by Public Entity in this Contract.

NOW THEREFORE

The parties agree as follows:

- 1. <u>Initial Transfer of Property</u>. Developer shall transfer fee simple ownership, and Public Entity shall accept said transfer, of the Property (as defined in <u>Exhibit A</u>) pursuant to this Contract. The conveyance shall be by Special Warranty Deed, in the form attached as <u>Exhibit B</u> to this Contract.
- 2. <u>Consideration.</u> Public Entity shall not pay any fee or compensation to Developer for the initial transfer of the Property.
- Closing. Transfer of the Property ("Closing") shall occur prior to the application 3. for the federal EPA Brownfield Cleanup Grant being filed at a location mutually acceptable to Public Entity and Developer or by mail. Developer shall pay any and all expenses associated with the Closing, including but not limited to the expenses associated with any deed stamp, transfer or excise tax, recording the Deed, and a title insurance policy insuring Public Entity. Each party will bear its own attorneys' fees. Seller shall be responsible for the ad valorem property taxes applicable to the Property for the calendar year of Closing. The Deed shall be "delivered" to Public Entity and recorded in sufficient time to allow a copy of the recorded deed to be included in a timely submission of an application for the above referenced grant. Developer shall deliver the following items to Escrow Agent at Closing: (a) the Deed, (b) a lien affidavit in form reasonably approved by the title insurance company, (c) any other documents/affidavits reasonably required in order to obtain a title policy for Public Entity subject only to matters expressly approved by Public Entity, and (d) resolutions or other reasonably required documents showing that the persons executing the Deed and other Closing documents are authorized to do so.
- 4. <u>Deliverables</u>. Developer shall deliver any and all of the following information relating to the Property within Developer's custody or control to Public Entity within five (5) business days of the Effective Date: prior title policy/commitment (and copies of all title information relating to the Property); surveys; tax statements for the past three full calendar years; civil and architectural documents and materials; all lease agreements and contracts affecting the property; environmental, engineering and soils reports, including wetlands studies, traffic studies and seismic studies; and any zoning information.
- 5. <u>Possession</u>. Developer shall deliver legal possession of the Property to Public Entity upon recording of the Deed; however, Developer shall maintain actual possession of the Property pursuant to the terms of this Contract and will work with Public Entity as well as Public Entity's consultant to ensure all environmental remediation activities are compliant with the EPA Brownfield Cleanup Grant obligations, consistent with the overall goals for the Project, and compliant with any obligations associated with any other grants obtained in furtherance of the Project. Pursuant to the terms of this Contract, Developer shall bear ultimate responsibility for the completion of the Project. Developer will provide input to Public Entity's consultant concerning the scope of work for the remediation activities under the EPA Brownfield Cleanup Grant as the same are developed and implemented. Public Entity and Public Entity's consultant

shall incorporate said input into the scope of work to the extent possible and so long as the same is compliant with the EPA Brownfield Cleanup Grant and its terms and conditions.

- 6. Access to Property. Public Entity and its agents may enter the Property to inspect and perform tests and studies. Developer shall reasonably cooperate with Public Entity in connection with such inspection and testing. The parties understand that this is a "Public / Private Partnership" and each party has obligations to the other in order to complete the Project successfully.
- 7. Assignment, Transfer. Neither party shall have the right to assign this Contract without prior written approval from the other party. Public Entity shall not do anything affirmatively to cause encumbrances to attach to the Property during its period of ownership without prior written approval of Developer, nor may it convey the Property to anyone other than Developer. The Deed shall contain a reversionary interest in favor of Developer. Unless both parties agree otherwise, Developer shall accept reconveyance of the Property by Special Warranty Deed if the EPA Brownfield Cleanup Grant is not awarded to Public Entity or, if awarded, when said grant is closed out or otherwise terminated. Said reconveyance shall be accomplished as soon as possible, but no later than thirty (30) days from the triggering event. Developer shall not pay any fee or compensation to Public Entity for any such reconveyance, but shall be responsible for any and all costs and expenses associated therewith, including but not limited to any taxes for that particular calendar year.
- 8. <u>Cooperation</u>. Developer shall at all times cooperate with Public Entity as well as Public Entity's consultant for all work done in furtherance of the Project. All expenses for the completion of the Project ultimately shall be the sole responsibility of Developer. Grant eligible expenses shall be paid from the cost share and grant funds first, pursuant to the terms and conditions of said grants.
- 9. <u>Binding Agreement</u>. The terms and conditions of this Contract shall be binding upon and inure to the benefit of Public Entity and Developer and their respective successors and permitted assigns.
- 10. <u>Obligations of Public Entity and Developer</u>. Public Entity's obligations in relation to the Project shall be limited to the following.
 - (A) Public Entity shall hold title to the Property for the requisite period of time applicable to the EPA Brownfield Cleanup Grant regulations.
 - (B) In the event the EPA Brownfield Cleanup Grant is awarded, and as a condition precedent to Public Entity accepting said grant, Developer shall contribute the amount of any cost share required by the grant to Public Entity to be utilized for that purpose.
 - (C) Public Entity shall not, under any circumstances, assume, accept, or be responsible for any claims, liabilities or expenses associated with or growing out of this Contract, any related grant, or the Project. Developer shall be responsible for all of the above.

- (D) Public Entity shall be responsible for all public utility costs during the period of Public Entity ownership.
- (E) Public Entity shall obtain property and casualty insurance on the Property during the period of Public Entity ownership naming Developer as an additional insured. Developer shall procure and maintain a policy of "builders risk" insurance during the course of the Project, naming Public Entity as an additional insured. Developer shall be solely and fully responsible for any claim that is denied by any such insurance and any deficiency following any recovery from any such insurance.
- (F) Public Entity shall provide non-monetary support for any pending grant application.
- (G) If the EPA Brownfield Cleanup Grant is not awarded to Public Entity or, if awarded, upon close out or other termination of the EPA Brownfield Cleanup Grant, Public Entity shall reconvey by Special Warranty Deed, and Developer shall accept said reconveyance of, the Property as soon as possible, but no later than thirty (30) days from the triggering event, unless both parties agree otherwise.
- (H) Developer and Guarantor shall be responsible for any reimbursement or "clawback" required by any grant agency, including but not limited to the EPA.
- (I) Developer shall work directly with Public Entity's consultant for implementation of the activities in furtherance of the EPA Brownfield Cleanup Grant and, thereafter, be responsible for, and oversee the completion of, the Project.
- 11. <u>Governing Law</u>. This Contract shall be governed by and construed in accordance with the laws of North Carolina applicable to contracts made and performed entirely therein.
- 12. <u>Headings</u>. The headings of this Contract are for reference only and shall not limit or define the meaning of any provision of this Contract.
- 13. <u>Counterparts</u>. The parties agree that this Contract may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 14. <u>Additional Provisions</u>. Additional provisions to this Contract shall be set forth in the attached <u>Exhibit C</u>. All such terms and conditions set forth therein shall be incorporated into this Contract by reference as if specifically set forth herein.
- 15. As additional consideration for Public Entity to enter this Contract, Guarantor joins in the execution of this Contract to guarantee the performance by Developer of each and every obligation of Developer contained herein. By virtue of Guarantor's signature below, Guarantor certifies that it is bound to perform, and will perform, any obligation of Developer that Developer fails to perform upon notice received from Public Entity.

PRE-AUDIT CERTIFICATE CITY OF WASHINGTON

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

	Matt Rauschenbach, Chief Financial Officer
PUBLIC ENTITY:	
City of Washington	
By:	
Name: Jonathan Russell	
Title: City Manager	
Date of Execution:	
DEVELOPER:	
Lady Louise, LLC	
Ву:	
Name: Sean Sprouse	
Title: Member/Manager	
Date of Execution:	
GUARANTOR:	
NAS 7, LLC	
By:	
Name: Sean Sprouse	
Title: Member/Manager	
Date of Execution:	
The "Effective Date" shall be the later	of (i) the execution date of Public Entity, (ii) the

execution date of Developer, or (iii) the execution date of Guarantor as provided above.

EXHIBIT A

Legal Description of Real Property (the "Property")

163 West Main Street (REID #46316):

BEING all of Tract B, containing 0.210 acre, more or less, as shown on a plat entitled "163 West Main Street, LLC" by Mayo and Associates, P.A., Land Surveying, dated 9/26/2017 and recorded in Plat Cabinet I, Slide 77-7, Beaufort County Registry.

169 West Main Street (REID #46317):

BEING all of Tract A, containing 0.106 acre, more or less, as shown on a plat entitled "163 West Main Street, LLC" by Mayo and Associates, P.A., Land Surveying, dated 9/26/2017 and recorded in Plat Cabinet I, Slide 77-7, Beaufort County Registry.

EXHIBIT C

- 1. Developer shall convey fee simple marketable title to Public Entity at Closing subject only to the Permitted Exceptions (as defined below) or as otherwise approved by Public Entity in writing.
- 2. The following public utilities are available to and abut the Property: gas, water, sewer, electricity and telephone.
- 3. There are no "wetlands" that exist on the Property and the Property is not subject to regulation by the Army Corps of Engineers or any similar Federal agency or department.
- 4. Public Entity shall have until such time as the EPA Brownfield Cleanup Grant is applied for (the "Study Period") within which to conduct and approve any and all investigations, studies or tests deemed necessary by Public Entity, in Public Entity's sole discretion, to determine the feasibility and acceptability of this Contract and the Project. In the event that, during the Study Period, Public Entity, in its sole and exclusive judgment and discretion, determines not to participate in the Project for any reason or for no reason, on or prior to the expiration of the Study Period, Public Entity shall have the right to cancel and terminate this Contract without any liability to Developer by sending notice to Developer on or prior to the expiration of the Study Period. In the event Public Entity delivers such notice, this Contract shall be terminated and neither party shall have any further obligation to, or recourse from, the other, other than the Public Entity's obligation to reconvey the Property pursuant to Paragraph 7 of this Contract.
- 5. Developer hereby represents and warrants to Public Entity as of the Effective Date and again as of the recording of the Deed that: (i) Developer owns fee simple title to the Property; (ii) there is no impending or contemplated condemnation or taking by inverse condemnation of any of the Property, or any portion thereof, by any governmental authorities; (iii) there are no suits or claims pending or to Developer's knowledge, threatened against Developer with respect to or in any manner affecting any of the Property; (iv) Developer has not entered into any other agreement, written or oral, under which Developer is or could become obligated to sell any of the Property to a third party; (v) no consent of any third party is required in order for Developer to enter into this Contract and perform Developer's obligations hereunder; and (vi) Developer is not a party to any service contracts regarding the Property which are not cancellable on 30 days notice.

6. NOTICES.

(a) Except as otherwise required by law, any notice required or permitted hereunder shall be in writing and shall be given by personal delivery, e-mail, or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as a Party may designate in writing pursuant hereto, or by telecopy (fax), or any express or overnight delivery service (e.g., Federal Express), delivery charges prepaid:

if to Buyer:	City of Washington Jonathan Russell, City Manager 102 E Second Street Washington, NC 27889 jrussell@washingtonnc.gov (252) 975-9319
with copies to:	Franz Holscher, City Attorney Rodman, Holscher, Peck & Edwards, P.A. P.O. Box 1747 Washington, NC 27889 ffh@rhpe.net (252) 946-3122
if to Developer:	Lady Louise, LLC Attn: Sean Sprouse P.O. Box 340143 Columbus, OH 43234 Telephone: E-mail:
with copies to:	Jeremy C. King Lanier, King & Paysour, PLLC 108 S. Pitt Street Greenville, NC 27834 jking@lkplawfirm.com (252) 752-5505 (252) 752-4191 (fax)
if to Guarantor:	NAS 7, LLC Attn: Sean Sprouse P.O. Box 340143 Columbus, OH 43234
with copies to:	

- (b) <u>Effective Date of Notices</u>. Notice shall be deemed to have been given on the date on which such notice is delivered, if notice is given by personal delivery, e-mail or telecopy, and on the date of deposit if deposited with the overnight carrier, if used. Notice shall be deemed to have been received on the date on which the notice is received, if notice is given by personal delivery, and on the fourth (4th) day following deposit in the U.S. Mail, if notice is mailed.
- 7. <u>Confidentiality</u>. Each party hereby covenants to the other that it shall keep in strictest confidence all of the terms and conditions of this Contract; provided that, Public Entity shall be entitled to disclose such information as it deems appropriate to its staff, elected officials, and the public for purposes of public notice with the understanding that this Contract will be considered as well as approved or disapproved in open session and is a public record. It is also understood that Public Entity shall release any public record upon request.
- 8. <u>Hazardous Materials</u>. The parties acknowledge the existence of Hazardous Material on the Property; it is the central factor in transferring the property to the Public Entity for inclusion in the Brownfield program so that it may be remediated and returned to economically beneficial use. Prior to executing this contract, the Property has been designated as eligible for the Brownfield program by the North Carolina division of the EPA. Reference is made to reports provided to Public Entity prepared by Mid Atlantic Associates, which are incorporated by reference as to the environmental condition of the Property. Developer represents and warrants that, to the best of its knowledge, no further environmental conditions have been discovered since the designation of the Property as Brownfield eligible on March 18, 2020.

"Hazardous Substances" means any substances, materials or wastes which are or become defined as hazardous or toxic or are regulated by, or otherwise give rise to liability under, any applicable local, state or federal law, including substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101), and also including substances that are (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. Sec. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1317), (E) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (F) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et. seq. (42 U.S.C. Sec. 9601). The representations and warranties in this Section shall be true at Closing as though they were made on the Closing Date and will survive Closing.

- 9. Public Entity and Developer warrant and covenant that there are no brokers involved in this transaction. Other than as stated herein, Public Entity and Developer shall hold one another harmless from and against any claims in connection with broker's fees or real estate agent commissions in connection with the procurement of this sales transaction.
- 10. All expiration dates in this Contract (due diligence expiration, extension expirations, closing dates, etc.) shall be extended to the following Monday if the actual contract date falls on a Saturday, Sunday or legal holiday.

Indemnification. As Developer has actual possession of the Property and ultimate 11. responsibility for the Project, Developer 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 Public Entity, 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, attorney's fees, and consequential, general, special, and punitive damages or liabilities, known or unknown, on account of, or any way related to or growing out of this Contract, including but not limited to the Project and Public Entity's ownership of the Property, or any grant associated with this Contract and the activities undertaken pursuant to any such grant. 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 caused by, related to, or arising from this Contract, the Project, or any grant related to this Contract and the activities undertaken pursuant to any such grant. Developer expressly waives any and all claims for any and all losses or damages resulting from fire, flood, explosion, civil commotion or riot, or any Act of God and Developer expressly releases the above referenced parties from any 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 attorney's fees, if any. Further, Developer agrees to indemnify, defend, and save harmless the above referenced parties from any and all claims or losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, the Project, and any grant related to this Contract as well as any activities undertaken pursuant to any such grant.

NORTH CAROLINA SPECIAL WARRANTY DEED

Prepared by: Lanier, King & Paysour, PLLC

108 South Pitt Street Greenville, NC 27834 Mail to: City of Washington

102 East 2nd St.

Washington, NC 27889 REID No: 46316 & 46317

Excise Tax: \$

NO DESTRUCTION	DIATION DECIN	CCTED NOD DEDECTIMED
NO IIILE EXAMI	NATION KEQUI	ESTED NOR PERFORMED
THIS DEED made as of the	day of	, 2020, by and between:

GRANTOR

Lady Louise, LLC
A North Carolina limited liability company

Address: P.O. Box 340143 Columbus, OH 43234

Grantor's Primary Residence: Yes □ No □

GRANTEE

City of Washington, North Carolina

Address: 102 East 2nd St.

Washington, NC 27889

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents, does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the

City of Washington, Beaufort County, North Carolina, and more particularly described as follows:

163 West Main Street (REID #46316):

BEING all of Tract B, containing 0.210 acre, more or less, as shown on a plat entitled "163 West Main Street, LLC" by Mayo and Associates, P.A., Land Surveying, dated 0/26/2017 and recorded in Plat Cabinet I, Slide 77-7, Beaufort County Registry.

169 West Main Street (REID #46317):

BEING all of Tract A, containing 0.106 acre, more or less, as shown on a plat entitled "163 West Main Street, LLC" by Mayo and Associates, P.A., Land Surveying, dated 0/26/2017 and recorded in Plat Cabinet I, Slide 77-7, Beaufort County Registry.

This conveyance is subject to the following covenants running with the land.

- 1. Grantee has prepared, or caused to be prepared, and provided Grantor with the opportunity to review and comment upon, an application for a 2020 EPA Brownfield Cleanup Grant, which application Grantee has submitted or will submit for environmental remediation of the subject property. If said grant is awarded, Grantor shall prepare and provide Grantee with a draft application for a 2021 NC Community Development Block Grant. Subject to Grantee's revision and/or approval of the same, which revision and/or approval shall be exercised in Grantee's sole and exclusive discretion, Grantee may, in its sole and exclusive discretion, apply for a 2021 NC Community Development Block Grant. As a condition precedent to making said 2021 NC Community Development Block Grant application, the parties hereto must reach a separate agreement acceptable to Grantee, in Grantee's sole and exclusive discretion. Grantor shall be responsible for any and all expenses associated with or related to the grants and the work authorized thereunder, including but not limited to any cost share as well as any other expenses associated with applying for and administering said grants through close out or other termination, as well as any reimbursement or "claw back" that may be required by the granting agencies, that are not satisfied by grant funds.
- 2. Grantee shall have no liability for any costs related to the ownership or environmental remediation of the property under the federal EPA Brownfield Cleanup Grant the 2021 NC Community Development Block Grant, or otherwise.
- 3. Grantor shall ultimately be responsible for all liabilities related to said environmental remediation and compliance with the federal EPA Brownfield Cleanup Grant as well as any 2021 NC Community Development Block Grant.
- 4. Environmental remediation activities shall commence as soon as possible, and be implemented, in compliance with a Cooperative Agreement entered into between Grantee and the EPA.

- 5. If the Grant is not awarded in the 2020 application cycle, title to the property shall revert and be reconveyed to the Grantor by Special Warranty Deed as soon as possible and within thirty (30) days of grant denial unless both parties agree otherwise.
- 6. If the federal EPA Brownfield Cleanup Grant is awarded for 2020, title to the property shall revert and be reconveyed to the Grantor by Special Warranty Deed as soon as possible and within thirty (30) days of when said grant is closed out or otherwise terminated, whichever occurs first, unless both parties agree otherwise and Grantee possesses a 2021 NC Community Development Block Grant; in which case, title to the property shall revert and be reconveyed to the Grantor by Special Warranty Deed as soon as possible and within thirty (30) days of when said grant is closed out or otherwise terminated, whichever occurs first.

TO HAVE AND TO HOLD the above described parcels of land, together with all the privileges and appurtenances thereunto belonging unto the said **Grantee**, its successors and assigns, to their only use and behoof, in fee simple forever.

And the **Grantor** covenants with the **Grantee**, that **Grantor** has done nothing to impair such title as **Grantor** received, and that **Grantor** will warrant and defend the title against the lawful claims of all persons claiming by, under or through **Grantor**, except for the exceptions hereinafter stated.

Title to the property hereinabove described is hereby conveyed subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements properly of record, if any.

When reference is made to the **Grantor** or **Grantee**, the singular shall include the plural, and any reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hands and seals this the day and year first above written.

	Lady Louise, LLC
	(SEAL)
	Sean Sprouse, Manager
STATE OF	
COUNTY OF	
Sprouse, either being personally being	County and State aforesaid, do hereby certify that Sean known to me or proven by satisfactory evidence (said evidence no is the Manager of Lady Louise , LLC , a North Carolina ally appeared before me this day, and acknowledged that he is and that as Manager being authorized to do so, voluntary strument by them for the purposes stated therein. Otarial seal, this day of, 2020.
	Notary Public
(Official Seal)	My Commission Expires:

Agenda Date: November 9, 2020



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council

From: Glen Moore, Planning Administrator

Date: October 28, 2020

Subject: Public Hearing – Rezoning Request 515 E. Water Street

Applicant Presentation: Jim Wiley

Staff Presentation: Mike Dail, Director Community & Cultural Services

RECOMMENDATION:

I move that City Council accept the recommendation of the Planning Board and adopt the request from Mr. Jim Wiley to rezone parcel #5685-06-6420 from I-1 (Industrial) to B1H (Business Historical).

-OR-

I move that City Council deny the recommendation of the Planning Board and adopt the request from Mr. Jim Wiley to rezone parcel #5685-06-6420 from I-1 (Industrial) to B1H (Business Historical).

BACKGROUND AND FINDINGS:

A request by Jim Wiley to rezone a 6.75 acre parcel of land located at 515 E. Water Street in Washington. The property is identified by the Beaufort County Tax Office as parcel number 5685-06-6420 and is currently zoned I-1 (Industrial). The proposed zoning requested is B1H (Business Historical)

The future land use map recommends high density residential development for this area. There is a mixed use residential area just to the west of the subject property (Moss Landing) and single family residential uses to the north. In Staff's opinion the requested zoning is compatible with the existing land uses in the area and generally meets the intent of the Comprehensive Plan and Future Land Use Map..

On October 27, 2020, the Planning Board held a public hearing on the request. After the hearing and discussion, the Board voted unanimously to recommend approval of the rezoning request to City Council.

FISCAL IMPACT			
Currently Budgeted (Account	 _Requires additional appropriation_	X	No Fiscal Impact

SUPPORTING DOCUMENTS

Resolution, Staff Report, List of uses in B1H zoning districts and Location Maps



RESOLUTION OF THE CITY OF WASHINGTON FOR A PROPOSED ZONING MAP AMENDMENT

WHEREAS, A request has been made to rezone a 6.75 acre parcel of land located at 515 E. Water Street in Washington from I-1 (Industrial) to B1H (Business Historical). The property is identified by the Beaufort County Tax Office as parcel # 5685-06-6420 and is further described in Deed Book 2033, Page 803 of the Beaufort County Register of Deeds; and

WHEREAS, effective January 1, 2006, North Carolina General Statute 160A-383 requires that "prior to adopting or rejecting any zoning amendment" each local governing board "shall adopt a statement describing whether its action is consistent with an adopted comprehensive land use plan and explaining why the board considers the action taken to be reasonable and in the public interest"; and

WHEREAS, this zoning request was duly advertised and was the subject of a public hearing by the Council of the City of Washington on November 9, 2020; and

WHEREAS, following said public hearing, the City Council of the City of Washington hereby finds that the proposed rezoning request is consistent with the comprehensive plan or any other officially adopted plan that is applicable and is both reasonable as well as in the public interest because it is designed to promote the public health, safety and/or general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington, North Carolina that, the proposed rezoning of the subject parcel presented by the Planning Board be approved.

Adopted this 9th day of November 2020.

Donald R. Sadler, Mayor

ATTEST:

Cynthia Bennett, Clerk



Rezoning Request Staff Report

Development Services, Planning & Zoning Division

Request:

A request has been made to rezone a 6.75 acre parcel of land located at 515 E. Water Street in Washington. The property is identified by the Beaufort County Tax Office as parcel number 5685-06-6420 and is currently zoned I-1 (Industrial). The proposed zoning requested is B1H (Business Historical).

Parcel #: 5685-06-6420

Lot Size: 6.75 acres

Existing Zoning: I-1 (Industrial)

Proposed Zoning: B1H (Business Historical)

Required Notices:

Adjoining property owner notices were mailed and a notice sign was placed on the property on November 2, 2020. The public hearing notice advertisement dates were October 28, 2020 and November 4, 2020

Surrounding Land Uses and Zoning:

The subject property is the current location of Builders Firstsource. The property is surrounded by residential uses including Moss Landing Subdivision to the west. The adjacent property to the north and east is zoned RHD (Residential Historical). The adjacent property to the west is zoned B1H (Business Historical).

Development Notes:

The subject property is located in the City Limits and the most eastern portion of the property is located within the 100-year flood plain per the FEMA flood zone maps. (See Attached Map)

Water and Sewer are available to the subject property.

The subject property is not located in the Historical District and does not have to comply with the Historic District Design Guidelines.

Comprehensive Plan:

The future land use map recommends high density residential development for this area. There is a mixed use residential area just to the west of the subject property (Moss Landing) and single family residential uses to the north. In Staff's opinion the requested zoning is compatible with the existing land uses in the area and generally meets the intent of the Comprehensive Plan and Future Land Use Map.

Planning Board Action:

On October 27, 2020, the Planning Board held a public hearing on the request. After the hearing and discussion, the Board made the following motion:

"Motion to recommend approval of the proposed rezoning request, to advise that it is consistent with the comprehensive plan and other applicable plans, and to adopt the staff report which addresses plan consistency and other matters."

The Planning Board voted unanimously to recommend approval of the Rezoning Request.

Location Map



Zoning Map



FEMa Flood Zone Map





REZONING REQUEST ADJACENT PROPERTY OWNER LETTER

DEVELOPMENT SERVICES

October 29, 2020

Subject: Rezoning Request

Dear Adjoining Property Owner:

The Planning & Zoning Division has received a request from Jim Wiley to rezone a 6.75 acre parcel of land located at 515 E. Water Street in Washington. The property is identified by the Beaufort County Tax Office as parcel number 5685-06-6420 and is currently zoned I-1 (Industrial). The proposed zoning is B1H (Business Historical).

The City of Washington Planning Board voted to recommend approval of the request at its October 27, 2020 meeting. The request has been forwarded to City Council for final action.

The Washington City Council will hold its public hearing on the rezoning request on the following date and time:

DATE:

MONDAY, November 9, 2020

TIME:

6:00 PM (Public Hearing)

*Due to COVID-19 precautionary measures, the Washington City Council meeting will be held as a virtual meeting. All members of Council and staff will participate electronically. * The meeting will stream on our Vimeo channel https://vimeo.com/washingtonnc as well as Facebook https://www.facebook.com/CityOfWashingtonNC/ * Public Comment Period — Comments can be emailed to the City Clerk at cbennett@washingtonnc.gov by Monday, November 9, 2020 ~, 1:00 p.m. If you would like to participate in the meeting, please contact the City Clerk's Office at 252-975-9318.

During the meantime, should you have any questions, please feel free to call the Development Services Department at 252-975-9383 during normal business hours Monday through Friday, 8:00 A.M. to 5:00 P.M.

Sincerely,

Glen Moore

Planning Administrator

*Mayor*Donald R. Sadler

City Manager
Jonathan Russell



Washington City Council

Richard Brooks
Virginia Finnerty
Elizabeth A. Kane
William Pitt
Mike Renn

To:

Mayor Sadler & Members of the City Council

From:

Matt Rauschenbach, C.F.O.

Date:

October 31, 2020

Subject:

PO's > \$50,000

The following budgeted purchase orders that are in excess of \$50,000 have been issued:

Amount

Vendor

Description

\$88,725.00 KBS Construction

5th & Respess Manhole Rehabilitation Change Order #1



DEVELOPMENT SERVICES PLANNING & ZONING

MEMORANDUM

DATE:

10/27/2020

TO:

Cynthia Bennett, City Clerk

FROM:

Domini Cunningham

Community Development Planner, Historic Preservation

RE:

Demolition by Neglect discussion item

At it's the October 3, 2020 HPC Meeting, the Historic Preservation Commission voted to have the attached documents presented to City Council for discussion at the November 9, 2020 Council meeting. The information will be presented by Scott Campbell.

Thank you,

Domini Cunningham

Historic Preservation Commission, Staff Liaison

Attachments.

Prevention of Demolition by Neglect Presentation

Documents attached:

- 1. Ordinances (Prevention and Enforcement) *Members, please read Ordinances prior to the meeting
- 2. Checklist
- 3. Ordinance Process Summary
- 4. Non-comprehensive list of properties in violation, as observed (spreadsheet)
- 5. Four (4) properties to be investigated for violation, with detail
 - a. Additional information is available through public records
- 6. e-Petition

Discussion:

- 1. Entertain questions throughout the presentation
- 2. Describe the Ordinances
- a. Propose engaging another Agent/Designee to assist Domini Cunningham and the Commission in organizing/tasking/implementing the Ordinance
- b. Discuss that petitions of violation can be brought to the Planning Director/Designee directly by anyone, or to the HPC which then alerts the Planning Director/Designee to investigate the possible violation
- 3. List of properties in observable violation and four (4) candidates for immediate investigation
- a. Of the 560 residential Historic District structures, 50 plus (approx. 10%) are presented here as observable violators of the Ordinance
 - b. Of the 50 plus identified properties, 37 have absentee owners (74%)
- 4. The e-Petitions express the concern of Historic District and City of Washington residents as to the negative financial and motivational impacts of the neglected properties on the City and the District
- 5. Describe identifying owners of multiple properties in the next round (Dotson, in particular), and also Havens House (Majors)

Action Items:

- 1. Request that the Planning Director/Designee create and present to Council and the city attorney, for approval, a library of templates/letters/documents that would be used for property owner notifications/orders (see attached Demolition by Neglect Checklist)
- 2. Request that the Commission design a system to report monthly updates to HPC on progress of properties that have been notified
- 3. Request HPC send the presentation and recommendations to Council for discussion and action. Ideally, the action would be that City Council charges the HPC and the Planning Dept. to begin aggressively implementing the Ordinance
- 4. Staff please confirm that Domini Cunningham is the current "Agent/Designee" for the Planning Director and if there are other "Agents/Designees".
- 5. Request to take action on the property at 601 E. 2^{nd} St.

• Sec. 40-387. - Prevention of demolition by neglect of buildings and structures in the historic district.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

(a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Certificate of appropriateness shall mean a certificate issued by the Historic Preservation Commission certifying that the changes proposed to a structure located within the historic district meet the historic design guidelines.

Historical significance shall mean a structure located within the historic district determined by inventory to have been constructed during the period of significance of the historic district and that possesses historic integrity.

Historic district shall mean an area established by the city through zoning that has local historical significance. Properties within this area must meet local design guidelines.

Historic Preservation Commission or Commission shall mean the Commission established by the city to protect and preserve local historical resources. The Commission evaluates the appropriateness of exterior changes to buildings and new construction proposed for properties located within the historic district.

Demolition by neglect shall mean and include the failure by the owner or such other person who may have legal possession, custody, and control of any building or structure (including walls, fences, light fixtures, steps, pavement, paths, or any other appurtenant feature), either designated as an historic landmark or found to have historical significance, to keep the exterior features free of decay, deterioration, and structural defects, in order to ensure that the same shall be preserved. The term "demolition by neglect" shall also include the failure of such owner, or other person having such legal possession, custody, and/or control, to repair, upon written request by the city, such exterior features as are found to be deteriorating, or to correct any condition contributing to deterioration, including, but not limited to, the following defined and prohibited conditions of neglect and defects:

- (1)
 Deterioration of exterior walls, foundations, or other vertical supports that cause leaning, sagging, splitting, listing, or buckling.
- (2)
 Deterioration of flooring or floor supports, roofs, or other horizontal members that cause leaning, sagging, splitting, listing, or buckling.
- (3) Deterioration of external chimneys causing leaning, sagging, splitting, listing, or buckling.

- (4)
 Deterioration or crumbling of exterior plasters or mortars.
- (5) Ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors.
- (6)
 Defective protection or lack of weather protection for exterior walls and roof coverings, including lack of paint, or weathering due to lack of paint and/or other protective coverings.
- (7)
 Rotting, holes, and other forms of decay.
- (8)
 Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes the delamination, instability, loss of shape and form, or crumbling.
- (9) Heaving, subsidence, or cracking of sidewalks, steps or pathways.
- (10) Deterioration of fences, gates, and/or accessory structures.
- (11)
 Deterioration of any exterior feature so as to create, or permit the creation of, any hazardous or unsafe conditions to life, health, or other property.

Planning director shall mean and include the duly appointed Director of Planning and Development of the city, his designee, or his agent.

- (b) Applicability.
- (1) In order to promote the purposes of the historic district, this section requires the owners of certain historic properties to maintain their properties and not allow them to fall into a state of disrepair constituting demolition by neglect. The requirements of this section are applicable only to properties located in the historic district.
- (2) The planning director, upon his own motion or upon the petition of the Commission, may require the correction of deterioration, making of repairs, or the remedy of any condition constituting demolition by neglect to any historic landmark or structure located within the historic district so that such structure or landmark shall be preserved and protected in accordance with the purposes of the historic district.
- (c) Procedures for hearing.
- (1)

Whenever the Planning Director receives a petition or other sufficient information to believe a property including structure is undergoing or constitutes demolition by neglect, the Planning Director shall, if the preliminary investigation discloses a basis for such charges, within seven days issue and cause to be served upon the owner and such other persons who may have legal possession, custody, and control thereof, a complaint stating the charges and containing a notice that a hearing will be held before the Commission at the Commission's regular meeting place, at a fixed date and time not less than 30 days after the serving of such complaint; that the owner and parties in interest shall be given the right to answer such charges and to give testimony at the place and time established in the complaint. The purpose of the hearing is for the Commission to receive evidence, determine if the property is undergoing or constitutes demolition by neglect, and, if so, issue an order to remedy the same. At this hearing, the owner or party in interest will also be allowed the opportunity to present a claim of undue economic hardship as provided hereinafter.

- If, after such notice and hearing, the Commission determines that the property including structure is undergoing or constitutes demolition by neglect according to the standards hereinabove and does not find undue economic hardship as provided for hereinafter, it shall cause the Planning Director to prepare and serve upon the owner and parties in interest a written order including findings of fact in support of its determinations and order to repair, within the time specified by the Commission, those elements deteriorating, contributing to deterioration, deteriorated, or otherwise undergoing or constituting demolition by neglect. Said order shall serve as a certificate of appropriateness for such repair consistent with its terms.
- (d)
 Safeguards from undue economic hardship.
- When a claim of undue economic hardship is made owing to the effects of this section, the owner and parties in interest shall present the information provided under subsection (d)(2) of this section to the Commission. The Commission may require that an owner and parties in interest furnish such additional information as is relevant to its determination of undue economic hardship. The Commission may direct staff to furnish additional information that the Commission believes is relevant. The Commission shall also state which form of financial proof it deems relevant and necessary to a particular case. In the event that any of the required information is not reasonably available to the owner and parties in interest or cannot be obtained by the owner, the owner shall describe the reasons why such information cannot be obtained.
- (2) When a claim of undue economic hardship is made owing to the effects of this section, the owner and parties in interest must provide evidence during the hearing upon the claim, describing the circumstances or hardship.
- a.

 The minimum evidence shall include for all properties:
- Nature of ownership (individual, business, or nonprofit) or legal possession, custody and control.
- 2. Financial resources of the owner and parties in interest.
- Estimated costs of repairs.

- 4. Assessed value of land and improvements (existing).
- Real estate taxes for the previous two years.
- 6.
 Amount paid for the property, date of purchase, and party from whom purchased, including a description of the relationship between the owner and the person from whom the property was purchased, or other means of acquisition of title, such as by gift or by inheritance.
- 7. Annual debt service, if any, for the previous two years.
- Any listing of the property for sale or for rent, the price asked, and offers received, if any.
- Any financial or practical circumstance deemed relevant by the owner or parties in interest.
- In addition, for all income producing properties, the owner and parties in interest must also provide the following:
- Annual gross income from the property for the previous two years.
- 2. Itemized operating and maintenance expenses for the previous two years, including proof that adequate and competent management procedures were followed.
- Annual cash flow, if any, for the previous two years.
- (3)
 No later than the close of the second meeting of the Commission following the Commission's hearing on the claim, the Commission shall cause to be made a finding of undue or no undue economic hardship and shall enter the reasons for such finding into the official record.
- (4) In the event of a finding of undue economic hardship, the finding shall be accompanied by a recommended plan to relieve the economic hardship. This plan may include, but is not limited to, the following: property tax relief as may be allowed under state law; loans or grants from the city, county, or other public, private, or nonprofit sources; acquisition by purchase or eminent domain; building code modifications; changes in applicable zoning regulations; or obtaining a variance proving sufficient to mitigate the undue economic hardship. The Commission shall report such finding and the recommended plan to the Planning Director. The Planning Director shall cause to be issued an order for such property to be repaired within the time specified according to the provisions of the recommended plan which shall serve as a certificate of appropriateness for such repair consistent with its terms.
- (e)

Stay of proceedings. An approved Certificate of Appropriateness and arrangements to bring the property into compliance agreed upon by the property owner and other parties of interest and the Commission will stay all proceedings under this section so long as progress, as determined in the sole discretion of the Commission, is made consistent with the terms of the Certificate of Appropriateness.

- (f) Remedies.
- (1) If the owner of said property fails to comply with an order to repair issued hereunder, the owner shall be subject to such remedies and penalties as may be provided for by state law and/or sections 40-581 through 40-584.
- (2) Any notice or order served hereunder shall satisfy the notice requirement for issuance of a civil penalty under <u>section</u> 40-582.
- (3)
 Protective action. The Commission may order that a building be secured temporarily by boarding up, temporary reinforcement or other appropriate measures and that an intrusion alarm system and fire detection system be installed and actively monitored by connection to a licensed alarm company which remains in ready contact with the Police and Fire Departments.
- (4) Administrative fees.
- a.

 No administrative fees shall be charged for the first inspection following an order to repair in order to ascertain compliance with any notices or orders issued hereunder. For each inspection, beginning with the second inspection, an administrative fee shall be assessed as written.
- b. In addition to any other charge, any owner of a building or structure designated as an historic landmark or found to have historical significance located within the historic district shall be subject to the administrative fee, upon any additional hearings hereunder disclosing defects defined in this section within the same 12-month period beginning on the date of the violation and ending on the same date in the following year. The property may also be assessed any costs incurred in obtaining service including legal publication of notice of compliant charges, hearing notice and findings of fact and orders related to the dwelling.
- Order of Abatement. In addition to any other remedy provided for hereunder, the Commission may apply for and the Court may enter an Order of Abatement. An Order of Abatement may direct that improvements or repairs be made, or that any other action be taken that is necessary to bring the property into compliance with this section. Whenever the party is cited for contempt by the Court and/or the Commission executed the Order of Abatement, the Commission and/or City shall have a lien, in the nature of a mechanic's and materialman's, on the property for the cost of executing the Order of Abatement.
- (g) Methods of service. Complaints or orders issued by the Planning Director or his designee shall be served upon persons either personally or by registered or certified mail. If the whereabouts of such

person(s) is/are unknown, the same cannot be ascertained by the Planning Director in the exercise of reasonable diligence, the Planning Director makes an affidavit to that effect and in said affidavit affirms the steps taken to determine and locate the person(s) of interest, then the serving of such complaint or order may be made by publishing the same once each week for two successive weeks in a newspaper generally circulated within the City. Where such service is by publication, a notice of the pending proceedings shall also be posted in a conspicuous place on the premises thereby affected.

- (h)

 Appeals. Findings and orders made by the Planning Director or his designee or by the Commission may be appealed to the Board of Adjustment. To perfect such an appeal, the application must be filed by an aggrieved party with the Board of Adjustment within ten days following receipt of the order for repair of the property or other determination. Appeals shall be in the nature of certiorari.
- (I)

 Other city powers. Nothing contained within this section shall diminish the city's power to declare a building to be unsafe or a violation of the minimum housing code.

(Ord. No. 06-23, § 1(27-162.1), 11-14-2006)

Sec. 40-580. - Enforcement procedure.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

- (a) Notice of violation. When the Director of Planning and Development, or his designee, finds a violation of this chapter, it shall be his duty to give the owner or occupant of the property in violation written notice (by certified or registered mail to his last known address, by personal service of the notice, or by posting the notice conspicuously on the property) of the following:
- (1) That the land, building, structure, sign, or use is in violation of this chapter of the city;
- (2) The nature of the violation, and citation of the section of this chapter violated;
- (3) The measures necessary to remedy the violation; and
- (4) The time period in which the violation must be corrected.

If applicable, a stop work order may be issued at this time.

- (b) Appeal. Any owner or occupant who has received a notice of violation may appeal in writing the decision of the Department of Planning and Development to the Board of Adjustment (unless this chapter has specified that another Board shall hear the appeal of the violation) within fifteen (15) days following the date of the notice of violation. The Board of Adjustment, or other designated Board, shall hear the appeal within sixty (60) days, and it may affirm, modify, or revoke the notice of violation. In the absence of an appeal, the decision of the Department of Planning and Development shall be final.
- (c) Notice of decision. The decision of the Board of Adjustment may be delivered to the aggrieved party either by personal service or by registered mail or certified mail return receipt requested.
- (a) Failure to comply with notice. If the owner or occupant of a property fails to comply with a notice of violation from which no appeal has been taken, or a final decision of the Board of Adjustment following an appeal, the owner or occupant shall be subject to such remedies and penalties as may be provided for by state law or by section 40-58, pertaining to remedies.

(Code 1993, § 27-231)

Sec. 40-581. - Remedies.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

Any or all of the following procedures may be used to enforce the provisions of this chapter.

- (a) Injunction. Any violation of this chapter or of any condition, order, requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by other appropriate proceeding pursuant to state law.
- (b) Civil penalties. Any person who violates any provision of this chapter shall be subject to the assessment of a civil penalty.
- (c)

 Denial of permit or certificate. The Department of Planning and Development shall withhold or deny any permit, certificate, or other authorization on any land, building, structure, sign, or use in which there is an uncorrected violation of a provision of this chapter, or of a condition or qualification of a permit, certificate, or other authorization previously granted.
- (d)

 Conditional permit or temporary certificate. The Department of Planning and Development may condition the authorization of any permit or certificate upon the correction of the deficiency, payment of civil penalties within a specified time, or the posting of a compliance security approved by the appropriate governmental authority.
- (e) Stop work orders. Whenever a building, structure, sign, or part thereof is being constructed, reconstructed, altered or repaired in violation of this chapter, the Department of Planning and Development may order the work to be immediately stopped. The stop work order shall be in writing and directed to the owner, occupant, or person doing the work. The stop work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Such action shall be in accordance with G.S. 160A-421 or the state building code.
- (f) Revocation of permits or certificates. The Department of Planning and Development may revoke and require the return of a permit or certificate by notifying the permit holder in writing, stating the reason for the revocation. Permits or certificates shall be revoked for any substantial departure from the approved application, plans, or specifications; refusal or failure to comply with the requirements of state or local laws; or false statements or misrepresentations made in securing the permit or certificate. Any permit or certificate mistakenly issued in violation of an applicable state or local law may also be revoked.
- (g) Criminal penalties. Any violation of this chapter shall be a misdemeanor or infraction as provided by G.S. 14-4.

(Code 1993, § 27-232)

Sec. 40-582. - Civil penalties.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

- (a) Responsible parties. The owner or occupant of any land, building, structure, sign, use of land, or part thereof; any architect, builder, contractor, agent; or any other person who participates or maintains any condition that is in violation of this chapter may be held responsible for the violation and subject to the civil penalties and remedies provided herein.
- (b) Notice. No civil penalty shall be assessed until the person alleged to be in violation has been notified in accordance with section-40-580(a). If after receiving a notice of violation under section-40-580(a), the owner or other violator fails to take corrective action, a civil penalty may be imposed under this section in the form of a citation. The citation shall be served in the same manner as a notice of violation. The citation shall state the nature of the violation, shall state the civil penalty to be imposed upon the violator, and shall direct the violator to pay the civil penalty within fifteen (15) days of the date of the citation.
- (c) Continuing violation. For each day the violation is not corrected, the violator will be guilty of an additional and separate offense and subject to additional civil penalty.
- (d) Penalties. Any person who violates any provision of this chapter shall be subject to assessment of a civil penalty in the amount of fifty dollars (\$50.00) per violation, per day. The penalty would begin after the expiration of the notice of violation, or after an appeal from a notice of violation is denied.
- Demand for payment. The Department of Planning and Development shall make written demand for payment upon the owner or the person in violation and shall set forth in detail a description of the violation for which the civil penalty has been imposed.
- (f) Nonpayment. If payment is not received or equitable settlement reached within thirty (30) days after demand for payment is made, the matter shall be referred to the City Attorney to institute a civil action for recovery of the civil penalty. Moreover, if the civil penalty is not paid within the time prescribed, the Director of Planning and Development may have a criminal summons or warrant issued against the violator. Upon conviction, the violator shall be subject to any criminal penalty the court may impose pursuant to G.S. 14-4.

(Code 1993, § 27-233)

Sec. 40-583. - Other powers and actions.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

- (a)

 State and common law remedies. In addition to other enforcement provisions contained in this article, the City Council may exercise any and all enforcement powers granted to it by state or common law.
- (b) Previous enforcement. Nothing in this chapter shall prohibit the continuation of previous enforcement actions.

(Code 1993, § 27-234)

Sec. 40-584. - Violations.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTIONCOMPARE VERSIONS

All such remedies provided herein shall be cumulative. To the extent that state law may limit the availability of a particular remedy set forth herein for a certain violation or a part thereof, such remedy shall remain available for other violations or other parts of the same violation.

(Code 1993, § 27-235)

Demolition By Neglect Checklist

other buildir paths, landm free o same such contro found including	peng ark of d sha ow l, to ing	rson who may have legal por structure (including walls, rany other appurtenant feat or found to have historical secay, deterioration, and structual be preserved. Demolition ther, or other person having or repair, upon written request be deteriorating, or to correct a	d include the failure by the owner ossession, custody, and control fences, light fixtures, steps, pature), either designated as an ignificance, to keep the exterior tural defects, in order to ensure by neglect shall also include the fourth legal possession, custody by the City, such exterior feature any condition contributing to detering defined and prohibited conditions.	of any avement, historic features that the failure of and/or s as are ioration,
	a.	Deterioration of exterior walls that cause leaning, sagging, s	s, foundations, or other vertical splitting, listing, or buckling.	supports
	b.	Deterioration of flooring or f members that cause leaning,	loor supports, roofs, or other ho sagging, splitting, listing, or buckli	orizontal ng.
	c.	Deterioration of external chim listing, or buckling.	nneys causing leaning, sagging,	splitting,
	d.	Deterioration or crumbling of	exterior plasters or mortars.	
	e.	Ineffective waterproofing of including broken windows or contact the second sec	exterior walls, roofs, and foun loors.	dations,
	f.	Defective protection or lack of roof coverings, including lack paint and/or other protective c	weather protection for exterior wow of paint, or weathering due to overings.	alls and lack of
	g.	Rotting, holes, and other form	s of decay.	
	h.	frames, cornices, entablature	s, porches, handrails, window a s, wall facings, and architectural , instability, loss of shape and f	details
	i.	Heaving, subsidence, or crack	ing of sidewalks, steps or pathwa	ys.
	j.	Deterioration of fences, gates,	and/or accessory structures.	
	k.	Deterioration of any exterior creation of, any hazardous or property.	feature so as to create, or per unsafe conditions to life, health, or	mit the or other
			Authorizing Official	Date

Prevention of Demolition by Neglect Process

- I. Planning Director / Designee receives information of property that may constitute demolition by neglect.
- II. Planning Director/ Designee performs preliminary investigation.(recommend adding a time period here i.e. within 5 days)
- III. Planning Director/ Designee within 7 days of the preliminary investigation either: a. provides notice to the informant of no violation; or
 b. serves Owner a complaint/notice with a scheduled Commission meeting/hearing (not less than 30 days after the serving complaint/notice)
- IV. At the Commission meeting/hearing:
 - a. the Owner and Commission shall identify/determine the charges; and or b. the Owner can provide evidence that repair is in progress; or
 - c. the Owner, if applicable, can present a claim of undue economic hardship, with required supporting documents.

The Commission will then determine either:

- a. a dismissal; or
- b. issue a deadline for completion of repairs/remedies in progress; or
- c. issue written order to repair (Certificate of Appropriateness) within specified period; Owner has 10 days to appeal decision to the Board of Adjustment, or
- d. issue an action plan for economic hardship.
- V. Planning Director/Designee will monitor the Owners' progress.

 Arrangements to bring the property into compliance will Stay all proceedings so long as there is progress, as determined by the sole discretion of the Commission.
- VI. If the Owner of the property fails to comply with an order to repair, the Owner shall be subject to such remedies and penalties as described in Ordinance Sections 50-581 through 40-584.

	Address	Photograph	Condition 1= Exterior, Paint 2= Structural 3= Landscaping 4= VACANT	Owner / Address	Landlord / Owner Address	Initial Notification	Investigation	Informal Letter	Result ·	Hearing Notice Letter	Date of Hearing	Result	Notice of Decision	Order to Repair Letter	воа	Result	COA to Repair	Penalties
1	118-120 N Bonner		1		The Worth Grp LLC100 Riverside Dr Washington, NC													
2	214 N Bonner		1, 4		Thomas K Cherry 124 E 2nd Street, Washington, NC	,						,						
3	215 N Bonner		. 1	Carol S Scherer 215 N Bonner St Washington, NC					•									
4	218 N Bonner	1 11	1, 4		Bean Property LLC PO Box 2694 Washington, NC	,								,				
5	220 N Bonner		1		Robin Banks 550 E Main Street Washington, NC													
6	222 N Bonner		1, 4		Kaylie M Brammall 3437 Gallberry Rd Washington, NC													
7	224 N Bonner		1	Buster Baker 224 N Bonner St Washington, NC														
8	112-114 N Charlotte		1, 3		Jayne D Wall 111 S Reed Drive Washington, NC													
9	202 E 2nd		1, 3		Vance H Jones PO Box 237 New Berr NC 28563	١,												
10	220 E 2nd		1		Guy D Soloman 210 Mallard Drive Washington, NC				7									
11	L 228 E 2nd		1	Jose Manuel Gutierrez Gonzalez 228 E 2nd St Washington, NC			Novembe Page 73	er 9, 2020 3 of 112										

						 4						
12	233 E 2nd		1		Ronald D and Donna J Ferguson 6017 Trinity Rd Raleigh, NC 27607						54.	
13	238 E 2nd		1, 2, 4		Kenneth Michael Crowley 605 Deluth St Durham, NC 27705							
14	432 E 2nd		1	Mary R Chapman 432 E 2nd St Washington, NC								
15	310 E 2nd		1, 2		Michael D Weeks PO Box 7 Washington, NC							
16	601 E 2nd		Demolition		Barbara W Elks, Steven M Williams, Kenneth L Williams 120 Running Pines Dr Chocowinity, NC							
17	609 E 2nd		1		Cecil S and Teresa Campbell II 5064 Slatestone Rd Washington, NC							
18	101 S Bonner (Main Street Corner)		1,4		Vickie C Dotson 620 Duck Creek Rd Washington, NC							
19	211 E Main	Aud.	1, 4		Moore, Flemming, Flemming, Flemming et al 1970 Eldridge Loop The Villages FL 32162							
20	215 E Main	300000	1, 3, 4		Vickie C Dotson 620 Duck Creek Rd Washington, NC							
21	221 E Main		1	EJF Land Revocable Trust 221 E Main St Washington, NC	,							
22	228 E Main		1	Tony C Bowen 228 E Main St Washington, NC		,						
23	236 E Main		1, 4		Vickie C Dotson 620 Duck Creek Rd Washington, NC							

				*							
24	242 E Main	1, 4		Vickie C Dotson 620 Duck Creek Rd Washington, NC				`		.4	
25	243 E Main	1, 4 Underway		John Elmure and Sherry LaFave Moseley 348 Third St Ayden, NC 28513							
26	516 E Main	1	Dangela A Willard and Daniel Asby 516 E Main St Washington, NC								
27	715 E Main	1, 3, 4		Peggy W and Timothy J Farrell PO Box 2605 Washington, NC							
28	117-119 S Harvey	1, 2, 3	Charlotte M Nicholls 119 S Harvey St Washington, NC								
29	230 N Harvey	1, 3		Ragaglia Properties LLC 2606 Worthington- Warren Road Stokes, NC 27884							
30	318 N Harvey	3	Tatia S and Christopher M Foye 318 N Harvey St Washington, NC	,							
31	325 N Harvey	1, 2, 4		Bean Property LLC PO Box 2694 Washington, NC							
32	327 N Harvey	1		Roy L and Peggy S Simpson 4027 John Small Ave Washington, NC							
33	335 N Harvey	1 Underway	Vinest C Hardy 335 N Harvey St Washington, NC								
34	312 N Harvey	1		Rosemarie P Lilley 601 Shorewood Dr Washington, NC							
35	106 McNair	1	Barbara Elks 106 McNair St Washington, NC								

36	120 McNair	3	Gregory and Wendy Wilkinson 120 McNair St Washington, NC			, ,		. *			7		x * 1	
37	207 N Pierce	1, 3		Robin T Banks 550 E Main St Washington, NC										
38	221- 223 N Pierce	1		Robin T Banks Teressa Banks 550 E Main St Washington, NC						10.501				
39	224 N Pierce	1,4		Cole H and Constance Ernest Jr PO Box Chocowinity, NC	-									
40	229 N Pierce	1	Donna Marie Gorham 229 N Pierce St Washington, NC											
41	. 404 W Main	1 Underway	Charles S and Catherine Major II 404 W Main St Washington, NC											
42	620 W 2nd	1	Torseten Warnatsch, Kersten Dornbrach 620 W 2nd Street Washington, NC										×	
43	624-626 W 2nd	1		Jay Fetter 14905 HWY 264 E Pinetown, NC 27865										
44	713 W 2nd	1		Ronald H Nowaczyk, Maureen Lavan 59 Frost Ave Frostburg, MD 21532		,	×							
45	501 W Main	1,4		Michael Allen Wrought 111 Wellington Dr Washington, NC								TAT _A		
46	738 W Main	1, 3, 4		Frederick P and Sandra Sauve Jr 14128 Sanctuary Terrance Ln Apt 109 Orlando, FL 32832										
47	130 Van Norden	1, 3		J C White 100 Liberty St Williamston, NC 27892										

48	220 Water	1, 4		Vickie C Dotson 620 Duck Creek Rd Washington, NC	e							
49	224 Water	1, 3	William W Tolar 224 E Water Street Washington, NC									
50	226 Water	1,2,3,4		Hodges, Chrismon, Myrick, Myrick, Myrick, Myrick et al 101 Guinevere Ln Greenville, NC 27858					٠			
51		-					•				•	

117-119 S. Harvey Street

Current Owner Charlotte Mason Nicholls 119 S. Harvey St. Washington, NC 27889





Condition:

Extensive wood rot, broken windows, sagging porch with failed decking and porch roof supports. Exterior paint is needed, soffit/fascia issues, likely structural repairs needed. Vegetative growth infiltrating the structure. Occupied

Property Summary

Ţ	aх	Y	ear	:	2	0	2	0	

REID	: 10435	PIN	5675-97-4096	Property Owner	MASON, CHARLOTTE NICHOLLS
Location	117 S HARVEY	Description	PT LT 41 MCNAIR	Owner's Mailing	119 S HARVEY STREET
Address	ST		TOWN	Address	WASHINGTON NC 27889

Administrative D	Data i	Transfer Information		Property Value	المواد وولوداه
Plat Book & Page		Deed Date	9/29/2009	Total Appraised Land Value	\$45,500
Old Map#	NONE	Deed Book	001699	Total Appraised Building Value	\$57,065
Market Area	Н	Deed Page	00085	Total Appraised Misc	:
Township	City of Washington	Revenue Stamps	\$10	Improvements Value	
Planning	BEAUFORT	Package Sale Date	9/29/2009		\$102,565
Jurisdiction		Package Sale Price	\$5,000	Total Appraised Value - Valued By Cost	\$102,565
City	CITY OF WASHINGTON	Land Sale Date	,	Other Exemptions	4
Fire District		Land Sale Price		Exemption Desc	
Spec District				Use Value Deferred	
Land Class	SINGLE FAMILY RES	Improvement Summa	ry	Historic Value Deferred	
History REID 1		Total Buildings	; 1	Total Deferred Value	
History REID 2		Total Units	0 .	Total Taxable Value	\$102,565
	0.16	Total Living Area	3,664	The segment of the second seco	
Acreage Permit Date		Total Gross Leasable A	rea 0		
# . # . # . * * * * * * * * * * * * * *	The second secon	The second section of the second section of the second	•		
Permit#	And the second s				

Building Summary

Card 1 117 S HARVEY ST

1	1	7	4
l	1	0	Ì

Building Details	
Bldg Type	MULTI-FAMILY
Units	. 1
Living Area (SQFT)	3664
Number of Stories	1.00
Style	OTHER
Foundation	
Frame	
Exterior	WOOD ON SHTG/PLYWD
Const Type	GABLE
Heating	AIR-NO-DUCT
Air Cond	WINDOW UNIT
Baths (Full)	2
Baths (Half)	0
Extra Fixtures	0

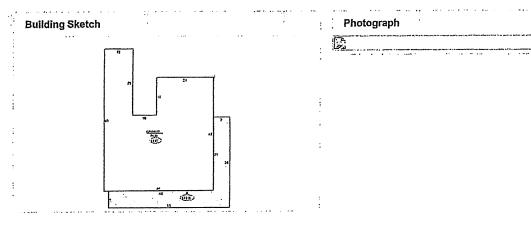
Year Built 1900	: Effective Year	1960
Additions 2	Remodeled	1945
Interior Adj	Prefab Fireplac (1.00)	es
Other Features	•	:

Building Total & Improvement	nt Details
Grade	C+10 110%
Percent Complete	100
Total Adjusted Replacement Cost New	\$253,491
Physical Depreciation (% Bad)	AVER
Depreciated Value	\$76,047
Economic Depreciation (% Bad)	. 0
Functional Depreciation (% Bad)	33
Total Depreciated Value	\$50,951
Market Area Factor	1.12
Building Value	\$57,065
Misc Improvements Value	
Total Improvement Value	\$57,065

Total Plumbing Fixtures	6
Bedrooms	4
Floor	PINE
Roof Cover	ASPHCOMP SHG
Roof Type	1
Main Body (SQFT)	2192

The second secon	•• • •	,	• • •	• • •	• •	• •
Assessed Land Value						
Assessed Total Value		•				
Transport to the author where the author of the contract						٠.,

Addition S			والمراجع والمراجع والمراجع والمراجع والمراجع	•
Story	Туре	Code	Area	:
1.00	PORCH OPEN FINISHED	FOP	574	
1.00	FINISHED UPPER STORY	FINU	1472	



Misc Improvements Summary

Card Unit # Quantity	Туре	Base Price	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value :
No Data Total Misc Impro	 ٠	sessed:						

Land Summary

Land Cla	ss: SINGLE FA	MILY RES	Deeded Acres: 0	المناسب المنا	Calculated Acres: 0.16		
Zoning	Soil Class	Description	Size	, Rate	Land Adjustment	Land Value	
R6	Access to seek server agreement.	RESIDENTIAL-FF	70.00 BY THE UNIT PRICE		0 DEPTH FACTOR-65.00	\$45,500	•
Total Lar	d Value Asse	ssed: \$45,500			5		

Ownership History

,	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	MASON, CHARLOTTE NICHOLLS	DEED	100	10	\$5,000	001699	00085	9/29/2009
1 Back	MASON, CHARLOTTE NICHOLLS/ NICHOLLS, CHARLOTTE T	DEED	100	0		00003E	00320	8/31/2003
2 Back	NICHOLS, HENRY LEE JR/ MASON, CHARLOTTE NICHOLLS	DEED	100	23	\$11,500	001158	00684	2/1/2000

Notes Summary

Building Card	Date	Line	Notes	
P	2/16/2016	1	Document Type: WD, Document Info: 1154/0138	:
Р	2/16/2016	2	Document Type: WD, Document Info: 1154/0762	
Р	. 2/16/2016	3	Document Type: WILL, Document Info: 99E/498	
P	2/16/2016	4	Map/Block/Lot: 56751213	. :

221 E. Main Street

Current Owner EJF Land Revocable Trust 221 E Main Street Washington, NC 27889







Condition:

Exterior paint is needed; soffit and fascia issues, wood rot, and vegetative growth infiltration of the structure. Structural repairs are likely needed, as well as metal roof maintenance.

Occupied

Property Summar	>
-----------------	---

REID	42700	PIN	5675-97-1493	Property Owner	EJF LAND REVOCABLE TRUST	
Location	221 E MAIN	Property	1 LOT 221 EAST MAIN	Owner's Mailing	221 EAST MAIN STREET	
Address	ST	Description	STREET	Address	WASHINGTON NC 27889	

Administrative Da	ita
Plat Book & Page	The constraint of the second o
Old Map#	NONE
Market Area	† H
Township	City of Washington
Planning Jurisdiction	BEAUFORT
City	CITY OF WASHINGTON
Fire District	
Spec District	
Land Class	SINGLE FAMILY RES
History REID 1	
History REID 2	:
Acreage	0.12
Permit Date	
Permit#	

Transfer Information	440 + 160 + 40 + 40 + 40 + 40 + 40 + 40 + 40 +		
Deed Date	12/12/2011		
Deed Book	001769		
Deed Page 00306			
Revenue Stamps	1		
Package Sale Date	11/3/2011		
Package Sale Price	\$41,500		
Land Sale Date			
Land Sale Price	A CONTRACTOR OF THE PROPERTY O		
Improvement Summai	.		
Total Buildings	1		
Total Units	0		
Total Living Area	, 1,944		
Total Gross Leasable A	rea 0		

Property Value	
Total Appraised Land Value	\$31,570
Total Appraised Building Value	\$70,049
Total Appraised Misc Improvements Value	
Total Cost Value	\$101,619
Total Appraised Value - Valued By Cost	\$101,619
Other Exemptions	
Exemption Desc	
Use Value Deferred	1.
Historic Value Deferred	
Total Deferred Value	
Total Taxable Value	\$101,619

Building Summary

Card 1 221 E MAIN ST

Building Details	The second secon
Bldg Type	RESIDENTIAL
Units	1
Living Area (SQFT)	1944
Number of Stories	1.00
Style	OTHER
Foundation	*
Frame	
Exterior	WOOD ON SHTG/PLYWD
Const Type	GABLE
Heating	AIR-NO-DUCT
Air Cond	WINDOW UNIT
Baths (Full)	2
Baths (Half)	0
Extra Fixtures	.0

Building	Descrip	otion	
Year Built	1912	Effective Year	1990
Additions	2	Remodeled	1975
Interior Ad	j		
Other Feat	ures		

Grade	C 100%
Percent Complete	100
Total Adjusted Replacement Cost New	\$139,357
Physical Depreciation (% Bad)	AVER
Depreciated Value	\$91,976
Economic Depreciation (% Bad)	0
Functional Depreciation (% Bad)	32
Total Depreciated Value	\$62,544
Market Area Factor	1.12
Building Value	\$70,049
Misc Improvements Value	:
Total Improvement Value	\$70,049

7/29/2020

Print Property Info

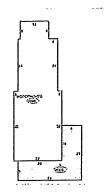
6
3
PINE
MODULAR METAL
1240

	• • • • • • • • • • • • • • • • • • • •	-
Assessed Land Value		
فالعم البعم وفقعتنا ممعان بالرابيسيون		
Assessed Total Value		

	Addition Summary
-	and the second control of the second

- Addition out	веттеми у Становительного применя в прибрительного в поред становительного продекторый профессы и профессы профессы профе	and the second section of the section of the second section of the sect	russes warren i i e i en
Story	Туре	Code	Area
1.00	PORCH OPEN FINISHED	FOP	: 405
1.00	FINISHED UPPER STORY	FINU	704
	the second secon	anneal and the second s	The second second second second

Building Sketch





Misc Improvements Summary

Card Unit	Measure		Bace	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	
	1					·		
No Data							a concrete comment	
Total Misc Improv	vements Va	lue As	sessed:					:

Land Summary

Land Cla	ass: SINGLE F	AMILY RES	Deeded Acres: 0		Calculated Acres: 0.12	
Zoning	Soil Class	Description	Size	Rate	Land Adjustment	Land Value
B2		RESIDENTIAL-FF	41.00 BY THE UNIT PRICE	\$1,00	DEPTH FACTOR-77.00	\$31,570
Total La	nd Value Asse	ssed: \$31,570			and the second s	

Ownership History

Astronau e e constant E	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	EJF LAND REVOCABLE TRUST	DEED	100	0	•	001769	00306	12/12/2011
1 Back	HOETTE, KURT J	DEED	100	83	\$41,500	001766	00436	11/3/2011
2 Back	CITIFINANCIAL INC	DEED	100	154			00070	8/22/2011

Notes Summary

Print Property Info

Building Card		Line	Notes
P	8/28/2018	:	FIELD REVIEW OF PROPERTY -owner disagrees with value of home - feels it too high - field review done- home is in poor condition - adjusting depreciation to reflect current condition of home
P	2/16/2016	1	Document Type: TR/D, Document Info: 1759/0980
P	2/16/2016		Map/Block/Lot: 56751226

310 E. 2nd Street

Current Owner
Michael D. Weeks
PO Box 7
Washington, NC 27889







Exterior paint needed, clapboard replacement needed, sagging roof line, leaning porch support column. Metal roof needs maintenance and likely repair. Structural concerns.

Rental





Property Summary

Tax Year: 2020

REID	41636	PIN	5675-97-9758	Property Owner	WEEKS, MICHAEL DEAN
Location Address	310 E 2ND ST	Property Description	1 LOT (.14 AC) CHERI M HANKS	Owner's Mailing Address	PO BOX7 WASHINGTON NC 27889

Administrative Da	ita				
Plat Book & Page					
Old Map #	NONE				
Market Area	Н				
Township	City of Washington				
Planning Jurisdiction	BEAUFORT				
City	CITY OF WASHINGTON				
Fire District					
Spec District					
Land Class	SINGLE FAMILY RES				
History REID 1					
History REID 2					
Acreage	0.15				
Permit Date					
Permit#					

Transfer Information	un - 1 - 1991 - Whitehold 1
Deed Date	11/7/2000
Deed Book	001182
Deed Page	00466
Revenue Stamps	\$125
Package Sale Date	
Package Sale Price	
Land Sale Date	
Land Sale Price	
Improvement Summary	er i servere e e e e e e
Total Buildings	1
Total Units	. 0
Total Living Area	1,782
Total Gross Leasable Area	0

Property Value	
Total Appraised Land Value	\$21,000
Total Appraised Building Value	\$22,866
Total Appraised Misc Improvements Value	
Total Cost Value	\$43,866
Total Appraised Value - Valued By Cost	\$43,866
Other Exemptions	
Exemption Desc	
Use Value Deferred	
Historic Value Deferred	
Total Deferred Value	1
Total Taxable Value	\$43,866

Building Summary

Card 1 310 E 2ND ST

A+B

Building Details	:
Bldg Type	MULTI-FAMILY
Units	10
Living Area (SQFT)	1782
Number of Stories	1.00
Style	OTHER
Foundation	
Frame	
Exterior	WOOD ON SHTG/PLYWD
Const Type	GABLE
Heating	AIR-DUCTED
Air Cond	CENTRAL
Baths (Full)	2
Baths (Half)	0

Year Built 1905	Effective Year	1970
Additions 3	Remodeled	1977
Interior Adj		
Other Features		

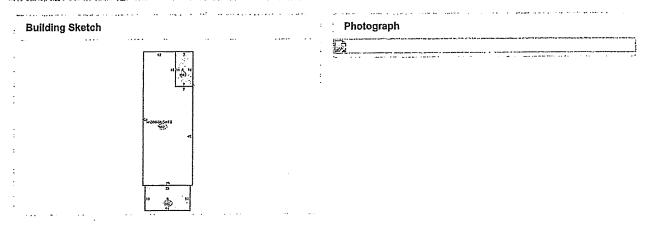
Grade	C-10 90%
Percent Complete	100
Total Adjusted Replacement Cost New	\$104,698
Physical Depreciation (% Bad)	AVER
Depreciated Value	\$31,409
Economic Depreciation (% Bad)	10
Functional Depreciation (% Bad)	25
Total Depreciated Value	\$20,416
Market Area Factor	1.12
Building Value	\$22,866

Print Property Info

Extra Fixtures	0
Total Plumbing Fixtures	6
Bedrooms	4
Floor	PINE
Roof Cover	MODULAR METAL
Roof Type	
Main Body (SQFT)	982

	\$22,866
ue	_

Addition S	ummary			
Story	Туре	Code	Area	1
1.00	PORCH OPEN FINISHED	FOP	98	:
1.00	PORCH OPEN FINISHED	FOP	180	
1.00	FINISHED UPPER STORY	'FINU	800	•



Misc Improvements Summary

Card Unit # Quantity	Measure	Type Base	: Eff : Year	Phys Depr (%	Econ Depr (% Bad)	Funct Depr (% Bad)	: Common Interest (% Good)	Value
No Data	of comment	ing vita — a m	·	F . min	i de la companya de l		e en la proposition de la company de la comp	
Total Misc Improv	vements Valu	e Assessed:						

Land Summary

Land C	lass: SINGLE F	AMILY RES	Deeded Acres: 0		Calculated Acres: 0.15	
Zoning	Soil Class	Description	Size	Rate	Land Adjustment	Land Value ,
R6		RESIDENTIAL-FF	30,00 BY THE UNIT PRICE		DEPTH FACTOR-70.00	\$21,000
	and Value Asse	ssed: \$21,000	and a second sec			:

Ownership History

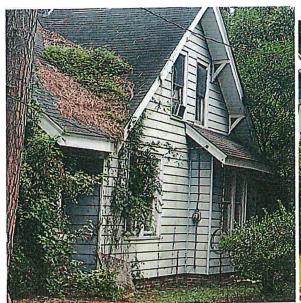
Trong Laboration	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	WEEKS, MICHAEL DEAN	DEED	100		\$62,500	001182	00466	11/7/2000
1 Back	UNKNOWN,.	DEED	100		\$39,000	001094	00921	2/26/1998
2 Back	UNKNOWN,.	DEED	100		\$21,500	000845	00041	1/1/1985
: 3 Back	UNKNOWN, .	DEED	100	D	\$10,000	808000	: 00954	12/1/1981

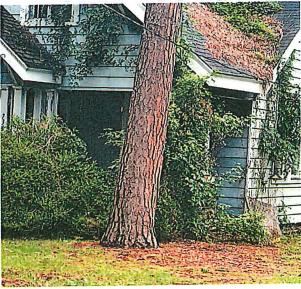
Notes Summary

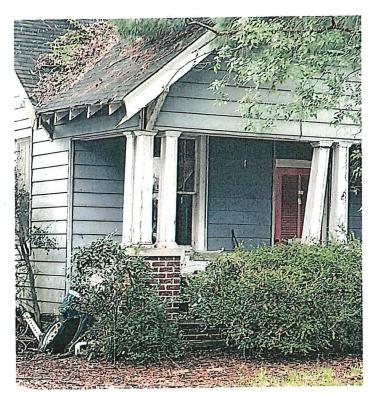
Building Card	Date	Line	Notes
P	3/27/2018	1	INFORMAL APPEAL - VALUE DECREASE
P	2/16/2016	2	Document Type: WD, Document Info: 1094/0922
P	2/16/2016	3	: Map/Block/Lot: 567508163

738 W. Main Street

Current Owner Sandra Suave 14128 Sanctuary Terrace Ln. Apt. 109 Orlando, FL. 32832







Condition:

This property is in extreme danger of failure with many observable issues.
Vacant

Property Summary

REID	43167	PIN	5675-59-4669	Property Owner	SAUVE, FREDERICK P JR;SAUVE, SANDRA
Location Address	738 W MAIN	Property Description	LT 8 BLK B GRIST PROPERTY	Owner's Mailing Address	14128 SANCTUARY TERRACE LN APT 109 ORLANDO FL 32832

: Administrative	Data	Transfer Information		Property Value	
Plat Book & Pag	e :	Deed Date	1/1/1753	Total Appraised Land Value	\$55,640
Old Map#	NONE	Deed Book	000688	Total Appraised Building Value	\$72,697
Market Area	WSH	Deed Page	00068	Total Appraised Misc	
Township	City of Washington	Revenue Stamps		Improvements Value	
Planning	BEAUFORT	Package Sale Date		Total Cost Value	\$128,337
Jurisdiction	· · · · · · · · · · · · · · · · · · ·	Package Sale Price	•	Total Appraised Value - Valued By Cost	\$128,337
City	CITY OF WASHINGTON	Land Sale Date	:	Other Exemptions	
Fire District	• • • • • • • • • • • • • • • • • • •	Land Sale Price		Exemption Desc	
Spec District	e e e e e e e e e e e e e e e e e e e			Use Value Deferred	
Land Class	SINGLE FAMILY RES	Improvement Summary		Historic Value Deferred	
History REID 1	La di Companya di	Total Buildings	1 .	Total Deferred Value	
History REID 2		Total Units	0	Total Taxable Value	\$128,337
Acreage	0.23	Total Living Area	2,146		
Permit Date	• 177	Total Gross Leasable Area	0		
Permit#	and a week a second of the sec				

Building Summary

Card 1 738 W MAIN ST

Building Details		Building Descri	ption	Building Total & Improvement Details		
Bldg Type	RESIDENTIAL	Year Built 1925	Effective Year	1965	Grade	C 100%
Units	:1	Additions 4	Remodeled	1965	Percent Complete	100
Living Area (SQFT)	2146	Interior Adj	Mason Addn Op (1.00)	enings	Total Adjusted Replacement Cost New	\$154,182
Number of Stories	1.00		(1.00)	:	$(\mathbf{y}_{i}) = (\mathbf{y}_{i}, \mathbf{y}_{i}) = (\mathbf{y}_{$	
Style	OTHER	Other Features		e Mari	Physical Depreciation (% Bad)	AVER 59%
Foundation					Depreciated Value	\$63,215
Frame	;	·			Economic Depreciation (%	0
Exterior	ALUM, VINL				Bad)	
Const Type	GABLE				Functional Depreciation (% Bad)	0
Heating	HOTWATER				Total Depreciated Value	\$63,215
Air Cond	WINDOW UNIT				Market Area Factor	1.15
Baths (Full)	2				Building Value	\$72,697
Baths (Half)	1					ψ, 2,001
Extra Fixtures	0				Misc Improvements Value	
					Total Improvement Value	\$72,697

Total Plumbing Fixtures	.8
Bedrooms	3
Floor	PINE
Roof Cover	ASPHCOMP SHG
Roof Type	-
Main Body (SQFT)	1446

•				 	
			d Value	:	
Asse	essed	Tot	al Value		
				• .	

: Addition Summary

Story	Туре	Code	Area
1.00	STORAGE, FINISHED	FST	49
1.00	PORCH SCREEN FINISHED	FSP	49
1.00	PORCH OPEN FINISHED	FOP	256
1.00	FINISHED UPPER STORY	FINU	700

Building Sketch



Photograph

Misc Improvements Summary

Card Unit Measure # Quantity	Туре	Base	Eff	Phys Depr (% Bad)		pr (%	Funct Depr (% Bad)	Common Interest (% Good)	. Value
1 20x20 DIMENSIONS		•	1900		70	0	•	0	•
Total Mica Improvements Value A	acanand.								

Land Summary

Land Class: SINGLE FAMILY RES		Deeded Acres: 0		Calculated Acres: 0.23		
	Zoning Soil Class	Description	Size	Rate	Land Adjustment	Land Value
٠	R6	RESIDENTIAL-FF	52.00 BY THE UNIT PRICE	\$1,000	DEPTH FACTOR-107.00	\$55,640
	Total Land Value Asses	ssed: \$55,640				

Ownership History

المحاد الحجاج المرابخ والأنجاب والمسالمة والموادي والمراجع والمراجع والموسية مسهور والمسهور ويتواويدوا						
Owner Name	Deed Type %	Ownership	Stamps Sale Price	Book	Page	Deed Date
المحادث المحادث مستحاديون بتيت السحادية المجاد المحادث المحاد المحادث						•
Current SAUVE, FREDERICK P JR/ SAUVE, SANDRA	DEED	100	0	000688	00068	1/1/1753

Notes Summary

Print Property Info

Building Card	Date	Line	Notes	
entra transfer and the second of the	en al la composition de la propria de la propria de la composition della composition		carecinal application of the entire of the engine constitution of the entire constitution of the constitution of the engineering	15 1 1 1 1 1
⁻ P	2/16/2016	1	Map/Block/Lot: 567500112	:

The Historic Preservation Commission will present to the Washington City Council a list of properties in the Historic District that fall under the Prevention of Demolition by Neglect Ordinance. See link, below.

https://library.municode.com/nc/washington/codes/code of ordinances

Search for: Section 40-387 for the Prevention of Demolition by Neglect Ordinance and Section 40-580 for Enforcement Procedures.

The Prevention of Demolition by Neglect Ordinance addresses properties that are falling into disrepair. These properties typically need structural repair, paint and or landscaping maintenance. They are a poor reflection of Washington and the many Historic District residents and Central Business District owners who have invested in and maintain their properties. Allowing Historic District homes to be neglected causes negative financial and motivational impacts on all residents, businesses and prospective newcomers.

Help us by responding to this e-petition to be delivered to the Historic Preservation Commission and Washington City Council. Please feel free to circulate this email to others, asking to return it to: scottcampbellrealtor@gmail.com If you have any questions, contact Scott Campbell at 252.362.1569

Please reply or copy and paste to show your support of the following statement:

I am a Washington resident and by this e-petition I am expressing concern regarding the many properties in Washington's Historic District that are in unacceptable condition and fall under the Prevention of Demolition by Neglect Ordinance.

I am asking the Historic Preservation Commission and City Council to implement and execute the "Prevention of Demolition by Neglect" Ordinance found in Section 40-387 of Washington City's Code of Ordinances.

I am asking the Historic Preservation Commission and City Council to implement and execute the "Enforcement Procedures" found in Section 40-580 of Washington City's Code of Ordinances.

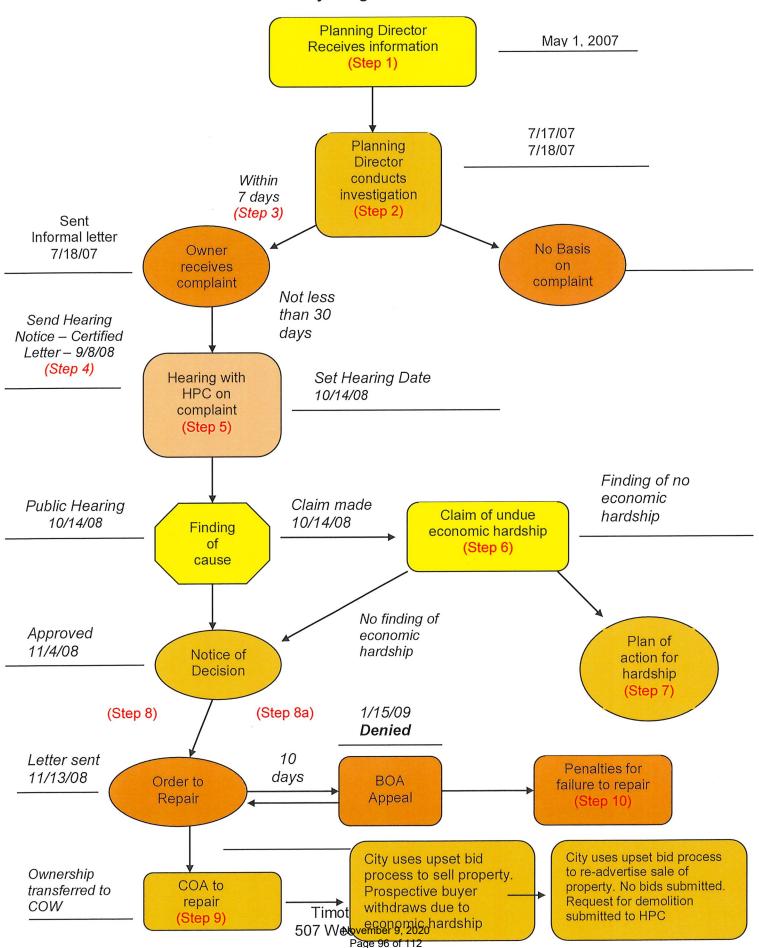
Thank you,

Signed by you

Demolition By Neglect Checklist

other paths, landma free of same south of control, found to build for the control of the control	persong or a control or a contr	n who may have legal postructure (including walls, ny other appurtenant feat found to have historical sity, deterioration, and struct pe preserved. Demolition be or other person having epair, upon written request added.	include the failure by the owner ossession, custody, and controffences, light fixtures, steps, particle), either designated as an ignificance, to keep the exterior ural defects, in order to ensure by neglect shall also include the such legal possession, custody by the City, such exterior feature any condition contributing to determine the defined and prohibited contributions.	of any avement, historic features that the failure of y, and/or es as are prioration,
		eterioration of exterior walls at cause leaning, sagging, s	s, foundations, or other vertical plitting, listing, or buckling.	supports
L		•	loor supports, roofs, or other h sagging, splitting, listing, or buck	
		eterioration of external chiming, or buckling.	nneys causing leaning, sagging,	splitting,
	d. De	eterioration or crumbling of e	exterior plasters or mortars.	
€		effective waterproofing of cluding broken windows or d	exterior walls, roofs, and four	ndations,
f	roc		weather protection for exterior was of paint, or weathering due to overings.	
	g. Ro	tting, holes, and other forms	s of decay.	
h	fra tha	mes, cornices, entablature	s, porches, handrails, window a s, wall facings, and architectura , instability, loss of shape and	al details
i.	. He	aving, subsidence, or crack	ing of sidewalks, steps or pathw	ays.
j.	. De	terioration of fences, gates,	and/or accessory structures.	
k	cre		feature so as to create, or peunsafe conditions to life, health,	
			Authorizing Official	Date

Demolition By Neglect - Flow Chart



Washington Warren Airport Advisory Board Meeting Minutes October 13, 2020 10:00 am

Attendance:

Roy Whichard - Chairman
Trent Tetterton - Vice Chairman
Doug Boyd - Board Member
Wayne Woolard- Board Member
Jack Hill - Board Member - Absent
Earl Malpass - Airport Manager
Josh Waters-Airport Technician
Brian Edwards- Airport Technician
Jonathan Russell - City Manager

Guest in Attendance:

Roland Wyman via Zoom David Caraway via Zoom Jessica Green via Zoom

Agenda Adoption- Wayne Woolard motioned to adopt the meeting agenda and T. Tetterton seconded.

Minutes Adoption – Wayne Woolard motioned to approve the August and September meeting minutes. Doug Boyd seconded the motion.

Report from Business:

Airport Strategic Team:

Guest Roland Wyman gave an update from the Strategic Planning Team



5 October 2020

To:

OCW Airport Advisory Board

From:

Airport Strategy Team -

Tour Malacas Da

Earl Malpass, David Carraway, Jim Ward, Roland Wyman

RE:

Activity Report / Next Steps

The team recently met with Amanda Conner, Aviation Business Development Manager, NCDOT Division of Aviation.

Our group summarized OCW's status, challenges, and plans for Amanda so that we could learn how she, along with her available resources, might contribute to the team's efforts.

This resulted in a very substantive meeting in which Amanda provided advice and actionable information.

The team currently has these main areas of focus:

- The current justifications for OCW, including studies of our financial reports, along with quantifying the airport's economic impact.
- Achievable near-term business development opportunities (primarily Earl's action items)
- · Developing OCW's long term strategy.

On the question of increasing the airport's revenue to move toward selfsufficiency, Amanda explained that few, if any airports achieve this. The DOA provides funding where possible so that airports can maintain their local economic impact.

She also provided the team with information on additional and alternate funding sources and plans to help coordinate introductions where possible.

Also, the DOA coordinates with other departments and agencies to find opportunities for the airport's business development.



Economic Impact

We also discussed the airport's economic impact and how to further quantify this. Amanda briefed the team on the DOA's methodology behind their economic impact reports and emphatically stated that their reports use very conservative and verifiable numbers.

JobsEQ is an important analysis tool http://www.chmuraecon.com/jobseq/ and she recommends using this to report on the impact of recent projects at OCW, such as the Runway Project.

Martyn Johnson, Beaufort County ED, has access to the service and Earl will follow up with him.

More immediate, granular economic reports will help city leadership gain a deeper understanding of the effects of airport activity on our local economy.

Airport Projects

The DOA has prioritized the airport drainage system and this effectively postpones any project that would contribute directly to business development

If the Advisory Board agrees, the Strategy Team will change our focus toward building the airport's long-term strategy plan.

We suggest the Airport Advisory Board forwards this summary to city council as an update.

Public Comments: None Staff Reports:

Jonathan Russell: City Manager

Jonathan Russell, City Manager, explained that things are business as usual and they are trying to open things up, from a City perspective as the virus continues. But, from the Airport perspective they are rounding out the first quarter of the fiscal year and the feels activities are increasing some. He explained that numbers have been down as far as fuel sales, but they are still early on in the fiscal year

Earl Malpass: Airport Manager

Mr. Malpass presented his September Airport PowerPoint presentation.

Airport Monthly Operations Report Presentation

- Runway Lights pulsing issue: Rifenburg Construction contacted and immediately came out to troubleshoot.
 - Difficult duplicating the problem, but found other problems with original installation of lighting system on RW 5/23.
 - Created a "work-a-round" for short term safety and utilization of lighting.
 - Made numerous trips to OCW, and now have blueprints.
 - Are creating a quote for ultimate repair.
- Grass cutting of field by Public Works is completed. (Probably last of the year)
- Hangar buildings T2 & T4 had gutters installed. (All T-hangars have gutters now)
- Airport staff reworked grade around T2 building to resolve flooding inside hangars 3-5, sealed walls to concrete, and installed weather stripping at doors.
- 2 Airport Strategic Planning Team meetings
 - 1 w/Martyn Johnson & Amanda Conner NCDOA
 - Update from the team on Agenda
- · Numerous attempts to speak with G-W have gone unanswered
- NCDOT/DOA has strongly urged OCW's NPF Grant funds be used for Storm Drain repair, instead of taxilane into Jet Park.
 - This affectively prevents short-term expansion plans for additional hangar space
 - Without hangars, becoming a self-sustaining airport becomes nearly impossible.
 - Based on this, Earl's recommendation is to utilize SPT subcommittee on 10-year plan
- Negotiated a work around with Titan Fuel Company to keep the AvGas truck at OCW, in order to satisfy customer expectation and maintain customer satisfaction.
- Final "As-Built" survey complete on Runway Refurbishment Project.
- Request will be made for Parks & Recs side by side cart, to be used for weed control & public events shuttle.

Jet Fuel Summary

Fuel Sales and Gallons sold remain down however they are slowly trending up.

- The margin for Jet A fuel for September is 46.1%.
- The margin for IOOLL Avgas for September is 11.8%.

Airport activity for 3rd Quarter 2020

- Continue to post ad for Aviation Maintenance Start up business at OCW
- Repair or quote for repair of runway 5/23 lighting.
- Talbert & Bright continue working on engineering of Airport's storm drain repair.
- Strategic Planning Team to pivot from self-sustaining efforts to 10-year plan, which will obviously include the self-sustaining aspect.
- OCW Annual Christmas Banquet Friday, December 11 from 5:30-8:30

New Business:

Roy Whichard: Chairman- (None)
Trent Tetterton: Vice Chairman- (None)
Jack Hill: Board Member-(None)
Doug Boyd: Board Member - (None)
Wayne Woolard: Board Member

Adjourn

Wayne Woolard motioned to adjourn and Doug Boyd seconded.

Informal Discussion:

None

Agenda Date: November 9, 2020



To:	Mayor	Sadler	&	Members	of	City	Council
-----	-------	--------	---	---------	----	------	---------

From: Jonathan Russell, City Manager

Date: November 4, 2020

Subject: Approve 15th Street Improvements Agreement with Stantec

RECOMMENDATION:

I move that City Council approve the Professional Services Agreement between the City of Washington and Stantec Consulting Services Inc. for the 15th Street Improvements project.

BACKGROUND AND FINDINGS:

Under the proposed agreement, the City will pay a total price of \$75,000 to Stantec to conduct a study for redesign and improvements along 15th Street from US 17/Carolina Avenue to Brown Street. The estimated project duration is between 6 to 8 months; various engagement tools will be used to collect public input throughout the entirety of this project.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT	
Currently Budgeted (Account) X Requires additional appropriation
No Fiscal Impact	
CURRORTING DOCUMENTS	
SUPPORTING DOCUMENTS	AT GEDVICES A CDEEMENT
15th STREET IMPROVEMENTS PROFESSION	AL SERVICES AGKEEMENT



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective October 22, 2020 (the "Agreement Date") by and between:

"Client"

Name: City of Washington Planning Department

Address: 102 East Second Street; PO Box 1988; Washington, NC 27889

Phone: (252) 975-9383

Representative: Jonathan Russell, City Manager Email: jrussell@washingtonnc.gov

"Stantec"

Name: Stantec Consulting Services Inc.

Address: 801 Jones Franklin Rd, Suite 300; Raleigh, NC 27606

Phone: (919) 277-3106

Representative: Mike Rutkowski, Principal Email: mike.rutkowski@stantec.com

Project Name (the "Project"): 15th Street Improvements

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,



Page 2



licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's



PROFESSIONAL SERVICES AGREEMENT

Page 3

budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.



Page 4



DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that is has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.



PROFESSIONAL SERVICES AGREEMENT

Page 5

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

City of Washington Planning Department		Stantec Consulting Services Inc.			
	Print Name and Title	_	Mike Rutkowski, Principal Print Name and Title		
Signature		_ Signature			
	Print Name and Title	_	Name and Title of signor Print Name and Title		
Signature		Signature			



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

City of Washington Planning Department

(hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(hereinafter called "Stantec")

EFFECTIVE:

October 22, 2020

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES:

Stantec shall perform the following Services:

The following Scope of Work describes the activities to be completed for the evaluation of Complete Street redesign and improvements along 15th Street from US 17 (Bus)/Carolina Avenue to Brown Street intersection (approximately 1.6 miles) in Washington, NC. The scope reflects the desire of the Client to be cost-effective throughout the planning exercise. In doing so, the Client will provide in-kind services to assist in the development of the corridor study.

For the purpose of this document, the Client will refer to the City of Washington and the Consultant will refer to Stantec Consulting Inc. It is agreed upon that this effort will be cooperative between the Client and Consultant as reflected in the following scope of services.

SCOPE OF WORK

1.0 <u>Current Conditions Assessment / Data Collection / Plans Review</u>

Information regarding existing conditions, constraints, and opportunities should have been collected and analyzed as a part of the NCDOT TIP #: U-5860. Specifically, the Client will provide the following information for the study area to the Consultant:

- All data and design files related to TIP #: U-5860, including preliminary design plans (digital) for this project (Microstation .DWG files).
- B. Inventory and analysis of existing conditions, including roadway geometrics, roadway/modal infrastructure, cross-sections, and right-of-way constraints.
- C. Average Daily Traffic Volumes (AADT) and forecasts, bike/pedestrian counts, intersection turning movement counts (including Synchro files), and crash data (past three 3 years) and associated analysis.
- D. Approved site plans (as of October 1, 2020) in digital format.
- E. Complete a GIS inventory of the study area.

The Consultant will conduct the following subtasks relative to existing conditions:

- A. Conduct windshield field review to inventory roadway design features and create photo log.
- B. Demographics and travel characteristics using ArcGIS Business Analyst.

2.0 Community/Stakeholder Outreach

Unless otherwise described, all meetings will be administered using virtual format and facilitation.

A. Client Meetings

The Client, charged with overseeing the development of the study, may include select representatives from City departments. This group will meet and coordinate throughout the process and shall be responsible for evaluating work completed and ensuring consistency.

B. Public Involvement

Public involvement processes will be continuous and iterative, tailored to the needs of the corridor's businesses, residents, and visitors.

Public Survey. The Consultant will create a public survey (digital) at the inception of the study. The Client will be responsible for creating a project page on the City's website to post the public survey.

Project Symposium. Our initial workshop will be in the form of a Project Symposium. The Client (City PR representative) will be responsible for public notification and prepare personal invitations to elected officials, key decision-makers, and their key staff, which substantially boosts attendance at the Project Symposium. This virtual event will identify problem areas, corridor issues and encourage robust community attendance and participation. The Consultant will prepare an interactive session including Instant Polling, Complete Streets info session and other interactive dialog. A specific purpose of the Symposium is to collect information and input <u>before</u> alternatives are formulated.

Note: The Guiding Principles will be created based on the results from the Public Survey, Project Symposium, and interaction with the Client.

Charrette/ Multiday Design Workshop (three-day event). Our proposed workshop structure incorporates the rigor of a customary planning process with the creativity of a public design charrette to result in Complete Streets, streetscape and urban designs that are both visionary and practical. The charrette will focus on 15th Street through the development of Concept Designs. However, this effort may include other specific improvements for biking, walking, and connectivity throughout the corridor.

The charrette process imparts several advantages to the project. The interactive workshop ensures a highly accessible design process, where engineers, planners, urban designers, and landscape architects are collaborating directly on one project. Much of the work will be completed during this multi-day (virtual) event, concentrating efforts in an uninterrupted design studio for the community. This event will act as a "design center" during the workshops, giving the public, stakeholders, topic groups, and the Staff Committee easy access to the project team. It will also provide the Stantec Team access to stakeholders, elected officials, and the surrounding area. The charrette will produce a multitude of design concepts, visual simulations, urban designs, etc. The following key elements will be integral to the success of the charrette:

Focus Groups: The Client will work with the Consultant to schedule virtual small group discussions on the first and second day of the threeday charrette focused on topics related to the context of the corridor and community. These focus groups may include emergency services, bike/pedestrian integration, business community, aesthetics/ beautification, developers, neighborhood HOAs, NCDOT, etc.

Pin Up Sessions: These events occur at the end of Day #1, #2 and #3 and involve presentation to the public, stakeholders and staff committee covering key deliverables and ideas for 15th Street, including transportation infrastructure as well as connectivity improvements.

Closing Presentation "Grand Finale": Day #3 (Pin up) will involve an intense design work studio followed by a closing presentation that provides a summary of charrette efforts. Focused on key recommendations, this event will provide a great opportunity for interested stakeholders and general public to view and critique project recommendations and next steps.

Open House: Following the Charrette, an Open House (approximately two months later) will be scheduled after revisions to design concepts have been made. This typically occurs one or two months after the charrette to allow enough time for Client feedback.

C. Presentations/Board Briefings

The Client will be responsible for updating select Boards, NCDOT and elected officials throughout the planning process. This may involve presenting the recommendations and receiving comments on them before creating finalized design concepts.

3.0 Analysis Complete Streets Analysis/Existing Conditions

The transportation and infrastructure analysis goes beyond the evaluation of vehicular performance (V/C and safety analysis) to provide a comprehensive focus on methods to improve the mobility and access of the corridor to all users. Complete Streets scenarios are explored in a context sensitive manner, cognizant of the civic quality, commercial/retail and residential nature of much of the study area. Methods for improving bicycle and pedestrian connectivity are important to take advantage of opportunities for shorter trips to be made on foot or bike, rather than by automobile.

Note: The Client will obtain available traffic volumes (ADT) and forecasts from the as well as three (3) year crash history from NCDOT and provide these data and other associated data to the Consultant. Client (City Staff) may be asked to provide GIS mapping services (map layouts in PDF) for select data and corridor context.

4.0 Corridor Concept Designs & Cost Estimates

Our approach is augmented by the analysis of existing traffic, congestion, and safety data. Concept designs represent a combination of our team's understanding of the community's vision with analysis of the best-available data and filtered through a lens of sound engineering principals. We have built a successful process on similar projects by following a two-phase approach that integrates well with stakeholder outreach and charrette-based planning. The first step is to develop a preferred access plan, which leads to the second step, corridor concept design.

A. Preferred Access Plan

This phase involves collection and analysis of existing data, field measurements, traffic operational/safety analysis (obtained from NCDOT), and identification of potential design constraints. Corridor context may include items listed below:

- Streetscape character
- Circulation of traffic patterns and volume
- Sidewalk continuity/gaps
- Lighting and security concerns

- Stormwater drainage, infrastructure, and water quality
- Corridor assets
- Utilities infrastructure

Signage and wayfinding November 9, 2020

Page 109 of 112

- Traffic control signals
- Freight mobility and routing, including state route designations
- Safety analysis including frequency, severity, and contributing factors
- Topography constraints

The **Preferred Access Plan** is represented through a schematic mapping exercise to identify the baseline street network improvements relative to multimodal connectivity, access considerations, management of access, and alternative intersection treatments. A combination of ArcGIS and Adobe Illustrator are utilized to develop this feasibility-level schematic illustration, which allow the team to 'test-fit' a range of alternatives and receive feedback from stakeholders. Incorporating feedback and direction from the Client/NCDOT, our team will advance to concept design.

B. Corridor Concept Design

The Consultant will develop concept designs for the entire length (1.6 miles) of the project study area. The concept designs build upon the vision and recommendations reflected in the Preferred Access Plan supplemented by urban design concepts. We use our CAD designers to develop 15% - 20% design concepts, which can easily parlay into final design plans. This will include streetscape elements and identify the physical footprint and relative impact of the complete street and access management corridor improvements. Design features may incorporate:

- Recommendations to improve traffic movement, including lanes, channelization, or medians;
- Pedestrian safety elements, such as visibility and marked crosswalk enhancements, ADA/accessibility needs, pedestrian countdown signals, or lighting;
- Bicycle facility improvements: on-road facility markings, bicycle signage, or intersection improvements;
- Traffic calming strategies, including both physical or non-physical (driver behavior) elements;
- Streetscape features, such as vegetation or gateway treatments;
- Access management considerations; and
- Visibility and safety improvements.

As with most street improvements, public right-of-way is often limited. Concept designs will balance tradeoffs and focus on the cost-effective alternatives that align with the <u>informed consent</u> curated early in the process with stakeholders. The Stantec team will verify the concept designs with drainage, utilities, property rights-of-way impacts in mind. Drainage and utility information (GIS) to be provided by the Client.

C. Cost Element

Planning-level construction cost estimates will be prepared for multimodal planning and design recommendations within the corridor. Unit costs will be determined using the latest cost values provided by NCDOT and the City of Washington. Project phasing will be considered to identify level of constructability, timeframe, and responsible agencies.

5.0 <u>Technical Memorandum</u>

A Technical Memorandum will be developed for review by the Client. The draft document will review the planning process, data collection, describe the findings, and document how prioritized recommendations were chosen. The Technical Memorandum will be a concise and direct document to summarize the planning process and outcome(s). The memorandum will include:

- Introduction/ Problem Statement
- Existing Conditions (as provided by Client)
- Multimodal Analysis
- Recommendations
- Appendix Detailed Cost Estimates (and/or associated spreadsheet)

The Consultant shall develop a final Technical Memorandum that addresses comments received (one combined set of comments) on the draft Technical Memorandum. Additionally, digital copies in Adobe PDF format will be provided for the Client.

6.0 Project Administration

The City of Washington, NC will be the lead administrator for the Study. Monthly invoicing of this project and expectations shall be coordinated with the Client.

Anticipated Project Schedule

The anticipated duration of the project will be approximately 6 – 8 months. This schedule is dependent upon material review by client, scheduling and logistics for public outreach events and scheduling meetings with elected officials.

(hereinafter called the "Services")

CONTRACT TIME:

Commencement Date:

11-15-2020

Estimated Completion Date:

6-30-2020

CONTRACT PRICE:

Subject to the terms below, Client will compensate Stantec as follows:

\$75,000 (Lump Sum Fee)

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a zero percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

[Click and insert additional items. If none, type 'No additional conditions' or similar wording.]

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Page 3