



Council Agenda
December 14, 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 cbennett@washingtonnc.gov by **Monday, December 14, 2020 ~ 1:00 p.m.*

Opening of Meeting

Pledge of Allegiance

Invocation

Roll Call

Approval of minutes from November 9, 2020 (**page 3**)

Approval/Amendments to Agenda

I. Consent Agenda:

- A. Adopt – Police Station Rent Budget Ordinance Amendment (**page 21**)
- B. Accept – CARES Act Funding from Mid-East Commission Area Agency on Aging (**page 23**)
- C. Adopt – Resolution directing City Clerk to investigate a petition for an annexation request from Poffenberger Vet Properties, LLC (**page 33**)
- D. Adopt – Resolution of Intent for the Closure and Abandonment of a portion of West 9th Street and set a Public Hearing date (**page 39**)
- E. Adopt – Budget Ordinance Amendment for Cemetery labor working on the customer service office renovation (**page 45**)
- F. Adopt – FY 2022 Budget Schedule (**page 47**)

II. Comments from the Public:

III. Public Hearing 6:00pm - Zoning: None

IV. Public Hearing 6:00pm- Other: None

- V. Scheduled Public Appearances: None

- VI. Correspondence and Special Reports:
 - A. Memo – PO’s > \$50,000 (**page 49**)

 - B. Memo – Budget Transfers (**page 50**)

- VII. Reports from Boards, Commissions and Committees:
 - A. Report – Washington-Warren Airport Advisory Board Minutes (**page 52**)

 - B. Report – Anthony Tyre, Human Relations Council

- VIII. Appointments: None

- IX. Old Business:
 - A. Approve – Airport Operational and Managerial Agreement (**page 56**)

- X. New Business: None

- XI. Any other items from City Manager:
 - A. Discussion – IBX STEM Contract Update

- XII. Any other business from the Mayor or other Members of Council:

- XIII. Closed Session:

- XIV. Adjourn: Until January 11, 2021 at 5:30pm

The Washington City Council met in a regular session on Monday, November 9, 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. Mayor Pro tem Brooks 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 October 12, 2020 as presented.

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

APPROVAL/AMENDMENTS TO AGENDA:

By motion of Councilmember Renn, seconded by Councilmember Kane, Council approved the agenda as presented.

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

CONSENT AGENDA:

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

VOTE: consent agenda	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
**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 increased or decreased by the respective amounts indicated:

035-3991-9910	Fund Balance Appropriated	\$ (94,575)
035-3351-0017	FEMA Funds- Hurricane	<u>134,575</u>
	Total	\$ 40,000

Section 2. 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:

035-6612-5730	Hurricane Expense	\$ 40,000
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Adopted this the 9th day of November, 2020.

ATTEST:

s/Cynthia Bennett
City Clerk

s/Donald R. Sadler
Mayor

- B. Authorize – FEMA Agents & Approve State Disaster Assistance Agreement for Hurricane Isiasis **(copy attached)**
- C. Approve – Application by Washington Fire Department for the 2020 FEMA Assistance to Firefighters Grant
- D. Accept – Annual Grant from Mid-East Commission Area Agency on Aging
- E. Ratify – Public/Private Partnership Contract for Environmental Remediation to Hotel Louise Property and Special Warranty Deed with Lady Louise, LLC

COMMENTS FROM THE PUBLIC:

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

From: Mike Behar <mikebehar@hamptonart.com>
Sent: Tuesday, November 3, 2020 9:39 AM
To: Cynthia Bennett
Subject: Prevention of Demolition by Neglect Ordinance

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Important

Cynthia,

It is time to take this city back and do something about properties that do not meet standards. These sub-standard properties are affecting us all. It hurts the value of comps, are eye sores and are dangerous.

Imagine driving into town after crossing the bridge and turning onto Main Street, only to see the "Boo Radley" house next to Kim Laws property. That man has lied and played the system. The back of the house is falling down. Condemn it. It is a fire hazard and in the last 3 years he has painted the fence.

I was told to keep this short, so your consideration is appreciated.

Mike Behar

Hampton Art
 General Manager
 1481 West 2nd Street
 Washington, NC 27889

O-252-975-3710
 C- 919-349-3710

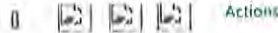


There is an empty house that is boarded up at the end of East Second St. It is an eyesore please take it down. Pictures attached. Cheryl Woodland – crwoodland05@gmail.com



DR

Patty Franz [pfranz124@gmail.com]



To: Cynthia Bennett

Attachments: Screen Shot 2020-08-24 at -1.png (119 KB)

Categories: Important

Thursday, November 05, 2020 7:46 AM

Flag for follow up. Start by Thursday, November 05, 2020. Due by Thursday, November 05, 2020.

City Council Members -

Please accept my input regarding the demolition by neglect ordinance as it pertains to the abandoned house on the corner of Brown Street and Second Street.

I own and operate The Tilted Cottage vacation rental on Old 2nd Street. My cottage has a direct view of the abandoned house on Brown and my renters cannot avoid driving by this house every day. The Brown Street house is in horrible condition and has been since Hurricane Florence in 2018. Repairs have never been addressed, vagrants have taken residence inside and I have witnessed the police searching the house. I also fear it is infested and poses a health hazard to the surrounding families. I have had to contact the City to get the grass cut on that property, which only gets cut after complaints are filed and even at that, is poorly done.

The Tilted Cottage is my only business and one of Washington's small businesses. I host a number of renters who are here looking to move. This eyesore of a building is negatively affecting my ratings and gives a horrible impression of the Historic District to my renters. I have received negative reviews based on that house (attached). These are on social media and everyone researching Washington can read them.

As some of you know, my cottage was devastated by Hurricane Florence also. I have worked long and hard to bring the Cottage back to life. It has been emotionally and financially draining but I worked with the City and the Historic Preservation Office and we have kept it a contributing structure. I cannot tell you how crushing it is to work so hard and stay in compliance with historic regulations, only to have my business threatened by this abandoned structure that the City of Washington seems to overlook.

Please, out of pride for our City and respect for our small businesses, have this structure demolished. Two years is too long.

Thank you.

Patty Franz
118 Charlotte Street

The Tilted Cottage
613 Old 2nd Street

<https://mail.washingtonc.gov/owa/>

1/2

Very cute home. The neighborhood behind the house is great, lovely historic homes and nice to walk around with the dogs. Both beds are Tempur-Pedic which we do not prefer although I know a lot of people do so just a head's up if you are like us.

Leave Public Response

Private feedback:

Thanks so much for opening your home to us. It is very cute.

Location feedback:

It was but the houses across weren't very nice, one was abandoned. The rest of the neighborhood was great though. We really enjoyed walking around with the dogs.

August 2020

From: Kimberly Lee <attorney@kimberlyleepllc.com>
Sent: Sunday, November 8, 2020 11:17 AM
To: Cynthia Bennett
Subject: Prevention of Demolition by Neglect Ordinance

I have always had a great appreciation for the charming unique homes in Washington’s historic district. Our beautiful river views and interesting history make this town very special. When I bought my own historic home 15 years ago I understood that I would have an obligation to preserve its 200 year old history and not allow the home to be destroyed either by direct action or by neglect. Washington’s historic preservation board has been active in ensuring that changes made by direct action are in compliance with the rules and regulations for the historic district. However, detrimental changes to a historic home can also occur from simply doing nothing. Our restrictions can be stringent and sometimes burdensome on those who are actively trying to improve their homes (no hardie board, no vinyl fence, no pre-fab windows) but I see nothing being done to save historic homes that are slowly rotting. As the wood decays, balustrades fall to the ground and chunks of roofing land in my yard from the house next door, I wonder why nothing is being done to prevent the demise of this once elegant home. The Prevention of Demolition by Neglect Ordinance needs to be enforced against homeowners who are allowing a house that has survived 150-200 years with a rich and compelling history to now fall apart.

Kimberly Lee
 The Law Office of Kimberly Lee, PLLC
 409 W Main Street, Suite 102
 Washington, NC 27889
 (252) 621-2092

www.KimberlyLeePLLC.com

From: Angel <angelina7963@aol.com>
Sent: Monday, November 9, 2020 7:21 AM
To: Cynthia Bennett; deprimio@cox.net; Angel
Subject: Condemned homes in Little Washington

Good Morning Cynthia,

My husband and I own the triplex located at 234 E. 2nd Street in Washington. Since we purchased this home, we have been continuously making the necessary repairs and improvements due to years of neglect. We are deeply concerned about the house right next door. The address is 238 E. 2nd Street. This house is beyond repair and the health department should be involved. The owner has not made any repairs to the house and the house just continues to deteriorate. There are multiple missing windows in the back of the house causing many wildlife to live inside the house. Bats, owls, rats, etc are leaving a terrible stench around the house. There are multiple miscellaneous items scattered throughout the front yard and front porch. The house has extensive wood rot along the exterior of the house so chances are there is a great deal of mold inside the house. Perhaps the city could have a home inspector provide a report for just the exterior repairs, which would clearly document the extensive repairs needed on this house.

This house is beyond repair and is a great liability to surrounding homes as it appears that it could fall at any time. This house is almost 4,000 square feet and would cost hundreds of thousands of dollars to fix. There is no running water for proper plumbing to have anyone living inside, yet it appears that the owner stays in the house periodically with a bucket of water.

The owner of this house is in complete denial of the reality of the true condition of his dilapidated house. Sadly, this house is beyond repair and should be removed before it causes great damage or injury to the surrounding neighbors and properties.

Sincerely,
 Angelina and Andrew DePrimio

From: VH MacEwan <deadmule@gmail.com>
Sent: Sunday, November 8, 2020 1:29 PM
To: Cynthia Bennett
Subject: Demolition by neglect

Just my 2 cents, the house at 601 E 2nd St is a disgrace. Vagrants have occupied it, burned holes in the floors and walls and spray painted over the windows. It needs to be demolished. It floods every hurricane and has never been renovated. It needs to be torn down. The owners cannot afford to fix it. Please consider this building as the blight upon the neighborhood that it truly is.

There is nothing historic or significant to be found in this abandoned shack.

Valerie and Robert MacEwan



From: Rebecca Furr <becfurr@gmail.com>
Sent: Monday, November 9, 2020 11:02 AM
To: Cynthia Bennett
Cc: Scott Campbell
Subject: City Council Meeting - Prevention Demolition by Neglect Presentation

Cynthia, here are my remarks to Council for the Prevention Demolition by Neglect Presentation by Scott Campbell.
 Thank you, Becky Furr

Dear Washington City Council,

My husband and I reside in the Historic District. 2 years ago we retired and moved to Washington from Charlotte. One of the deciding factors of our move was the City's planned investments for/in the Historic District. This was important to us.

At the time of our move we were mildly disappointed in the condition of the area but we trusted the City's direction. Imagine how popular our City would be for visitors, potential residents and businesses, and how proud our residents and businesses would be if every historic building was well maintained, and the streets and sidewalks clean. Imagine the economic benefit and the long-lasting relationships and investments.

2 years later we are finding an increasingly large number of neglected Historic District homes. Every day the Prevention of Demolition by Neglect Ordinance is not practiced, it will cause diminishing pride and value. We do not believe this is the City's intended direction.

At their last meeting, the Historic Preservation Commission agreed this Ordinance should be in effect, however, before proceeding, Staff requested it to be brought before Council today. We are asking Council to support the practice this Ordinance.

Thank you,
 Becky and Steve Furr
 311 Water Street

From: [keith.hudson](#)
To: [Cynthia Bennett](#); [Donald Sadler](#)
Date: Monday, November 9, 2020 11:27:47 AM

Good Morning Cynthia

My input to the council on this subject - is that is vitally important to that the City recognises that it must play a larger role in the support and recognition of homeowners in the Historic District and that the "Demolition by Neglect" Initiative is a critical part of that recognition and should be approved by Council.

Recently I had my home at 524 W Main Street appraised, we purchased this home 2 years ago and have been restoring it over that time. Sadly the appraisal was considerably lower than the total investment of our home purchase and monies we have invested since the purchase. The appraiser informed us that our home justified a higher value than the value he attributed to the house but he was unable to recognize the higher value because of lack of comparable comps in the historic district.

What this indicates is that investment in the Historic District is no longer a viable investment proposition for existing and new homeowners and the only way the Historic District can survive is by a significant contribution by the city to help drive up property values.

The Demolition by Neglect Initiative is a critical component of any program that will support increased property values in the historic district and must be recognized and supported by the City Council

Thank You

Keith Hudson

From: Sarah Ninan <sarahgninan@gmail.com>
Sent: Monday, November 9, 2020 12:31 PM
To: Cynthia Bennett <cbennett@washingtonnc.gov>
Subject: Re: City council/comments

Thank you Cynthia,

Comment from Sarah Ninan resident 621 W Main St, Washington, NC 27889

I would like to express my deep concern regarding the irregularities in enforcing the demolition by neglect ordinance. West Main Street has 2 notorious houses which have been neglected for years; both of these houses are in locations where tourists and responsible historic district taxpayers see the lack of care and enforcement of current laws. The house at 738 West Main Street is prominently located across the street from Elmwood which hosts many local residents and numerous out of town guests. Having a house literally falling apart across from Elmwood is in direct opposition of the massive efforts to make Washington a thriving tourist destination. I am hopeful the City of Washington will seriously and consistently address this issue until there is full resolution.

Sincerely, Sarah Ninan

From: Kasey Stone <kasey.stone@clerestorydesign.com>
Sent: Monday, November 9, 2020 3:45 PM
To: Cynthia Bennett <cbennett@washingtonnc.gov>; Scott Campbell <scottcampbellrealtor@gmail.com>
Subject: Prevention of Demolition by Neglect

Cynthia

I realize that this was caught up in my outbox. I hope it's not too late.

Thanks
Kasey.

To whom it may concern

I am writing to share my thoughts regarding the neglected properties located in the historic district. As an interior designer and general contractor with a love of old homes I have always been invested in saving the homes of Washington. I have worked with countless residents on their homes as well as properties owned by myself and my family. Each time I have striven to protect the charm, character and integrity of the historic district. Last month I purchase 238 E Main Street, a house that plan to make my forever home. This home is in need of some TLC and plans are already being made to do so. Sadly my new home is situated between two homes that are severely neglected. Each of these homes has amazing details both inside and out. From leaded glass windows to unique trim details to a traditional widows walk the beautiful elements of this home reflect the history of Washington and the folk who lived there. But these details are fading fast. If someone doesn't act quickly to save these homes I am afraid they will not be worth saving.

I ask that the city of Washington consider the effects of neglect. The effects on the properties themselves, the effects on the surrounding properties and their value and the effects on the historic district as a whole. I ask that you act swiftly in accordance with the Prevention of Demolition by Neglect Ordinance to protect these two homes and the other homes in Washington that are being neglected. Please do all that you can to protect our history city.

Sincerely
Kasey Stone
Kasey A Stone
Principal, Clerestory Design
336.456.8828 252.456.9036
Kasey.stone@clerestorydesign.com
www.ClerestoryDesign.com

PUBLIC HEARING (OTHER): 6:00PM NONE

SCHEDULED PUBLIC APPEARANCES: NONE

CORRESPONDENCE AND SPECIAL REPORTS:

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>
\$88,725.00	KBS Construction	5th & Respass Manhole Rehabilitation Change Order #1

REPORTS FROM BOARDS, COMMISSIONS & COMMITTEES:

PRESENTATION – HISTORIC PRESERVATION COMMISSION

DEMOLITION BY NEGLECT - (SCOTT CAMPBELL)

Scott Campbell reviewed the existing Prevention of Demolition by Neglect Ordinance with City Council. He also reviewed a non-comprehensive list of properties in violation, four properties being investigated for violations, a flow chart of the Prevention of Demolition by Neglect process, Demolition by Neglect checklist and requested action of the City Council.

Requested Action of City Council

1. Direct the Planning Director to enforce the Prevention of Demolition by Neglect Ordinance and respective enforcement ordinances.
2. Direct the Planning Director to designate the Historic District Planning Director as Designee with authority to appoint agents as needed.
3. Request the Planning Director and Designee to ensure the ordinance remains in effect and prioritizes its implementation by establishing a continuous process with monthly updates presented to the Historic Preservation Commission.

City Council directed Mr. Russell and his staff to review the guidelines currently in place in order to move forward with this item. Mr. Russell noted staff and the committee will look at the current guidelines, as well as the properties presented tonight that need to be addressed. We will assign this to staff accordingly and move forward on these designated properties. We will start at the top of the designated property list and work through as time allows with current staffing. Staff will provide a report to Council at a future meeting.

Councilmember Brooks stated staff is capable of taking care of this and he would like to see any new guidelines that may be put in place. He continued by saying we should have the same set of rules for everyone. Councilmember Finnerty said this item is long overdue and she is hoping it doesn't get neglected anymore. Councilmember Kane commended Scott Campbell, the HPC and staff that worked on this project. Mayor Sadler thanked Mr. Campbell for his presentation.

**REPORT – WASHINGTON-WARREN AIRPORT ADVISORY BOARD
-AIRPORT STRATEGY TEAM**

Roland Wyman presented a brief report to City Council focusing on the recent Airport Advisory Board Meeting.

*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 - 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 self-sufficiency, 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 11th 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
(end)

APPOINTMENTS: NONE

OLD BUSINESS: NONE

ANY OTHER ITEMS FROM CITY MANAGER:

DISCUSSION – 15TH STREET/MARKET STREET PEDESTRIAN CROSSWALK

The City Manager provided an update regarding this item, noting we are currently working with NCDOT to determine a solution. Being this is an NCDOT street, they will have to place the markings on the street.

PUBLIC HEARING – ZONING: 6:00PM

APPROVE – REQUEST TO REZONE A 6.75 ACRE PARCEL OF LAND LOCATED AT 515 E. WATER STREET FROM I-1 (INDUSTRIAL) TO BIH (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 BIH (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.

Mayor Sadler opened the public hearing at this time.

(The following comments were emailed to the City Clerk and read into record by the City Manager.)

Mary Anne N Foy and Carol M Nunnally

Owner of 501 East Main Street and 111 S MacNair Street Washington, NC

Dear Council Members

Water Street and MacNair intersections is one of the busiest corners in Washington, NC. It is also one of the most dangerous intersection for pedestrian's, cyclists and cars. A small child was killed years ago on MacNair.

My request is to have the demolition and rebuilding of the new Moss Landing Development use Third and Brown Street as their entrance and exit. It is a straight shot into the new development. That will take a HUGE load of traffic off the main roads of the historic district.

I ran the Coffee Caboose for six years at the 111 S MacNair address. We would hold our breathes and pray that the 18 wheeler trucks wouldn't knock down the our building when entering Builders First Source.

Thanking you in advance for your time and attention.

Mary Anne Nunnally Foy

STAFF REPORT By Mike Dail

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 BIH (Business Historical).

Parcel #: 5685-06-6420

Lot Size: 6.75 acres

Existing Zoning: I-1 (Industrial)

Proposed Zoning: BIH (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



Mayor Sadler asked for additional comments at this time. Elton Hudson asked what kind of businesses are being asked to be approved here? Mr. Russell noted the majority of the project will be single family housing.

Council members asked for and received clarification on the B1H designation and permitted uses for said designation.

Jim Wiley noted his company owns Moss Landing and has added close to thirty new homes to the downtown neighborhood. They are fortunate to have worked out an agreement to continue the existing Moss Landing development. This allows for flexibility in the residential mix which is similar to the existing Moss Landing project. This is the first step and they will be back with a specific plan in the future.

Councilmember Kane noted she had received comments on her Facebook page regarding public access to the water. Councilmember Finnerty noted access to the water is already restricted on this property with the existing use.

There being no additional comments from the public, the public hearing was closed at this time.

By motion of Councilmember Finnerty, seconded by Councilmember Kane, Council accepted the recommendation of the Planning Board and adopted the request from Mr. Jim Wiley to rezone parcel #5685-06-6420 from I-1 (Industrial) to B1H (Business Historical).

**Following the 24-hour required period after the public hearing, no written comments were received, therefore the motion became effective/adopted on 11-9-20.*

VOTE: 515 E. Water St. Rezoning	YES	NO
Mayor Pro tem Brooks	x	
Councilmember Finnerty	x	
Councilmember Kane	x	
Councilmember Pitt	x	
Councilmember Renn	x	

**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.

ATTEST:

s/Cynthia Bennett
City Clerk

s/Donald R. Sadler
Mayor

NEW BUSINESS:

APPROVE –15TH STREET IMPROVEMENTS AGREEMENT WITH STANTEC

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.

By motion of Councilmember Renn, seconded by Councilmember Kane, Council approved the Professional Services Agreement between the City of Washington and Stantec Consulting Services Inc. for the 15th Street Improvements project.

Discussion - Council asked for and received clarification on this request. Councilmember Pitt inquired about invoices and payments to Stantec. Councilmember Renn stated he would like to make sure (or at least try to establish) that we have an agreement in place with NCDOT before we sign the agreement with Stantec. Councilmember Kane stated she has been working on this since January 2020 and previous Council worked hard to keep some form of this project alive in regard to NCDOT funding. Councilmember Brooks commented that 15th Street needs to be made safer.

(Motion restated) By motion of Councilmember Renn, seconded by Councilmember Kane, Council approved the Professional Services Agreement between the City of Washington and Stantec Consulting Services Inc. for the 15th Street Improvements project. Motion carried 4-1 with Councilmember Pitt opposing.

VOTE: 15 th Street - Stantec	YES	NO
Mayor Pro tem Brooks	x	
Councilmember Finnerty	x	
Councilmember Kane	x	
Councilmember Pitt		X
Councilmember Renn	X	

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

DISCUSSION – ZEN CITY (COUNCILMEMBER PITT)

Councilmember Pitt provided an update on Zen City.

DISCUSSION – RECYCLING OF ELECTRONICS (COUNCILMEMBER PITT)

Councilmember Pitt discussed recycling, noting Beaufort County no longer recycles any electronics at this time and asked Council to consider at least a once a month recycling event (electronics, paper shredding, etc.).

DISCUSSION – INTERNET OPTIONS (MAYOR SADLER)

Mayor Sadler discussed complaints he’s received regarding Suddenlink and asked what can the City do about this service. He asked Mr. Russell what can we do and what are our options? Mr. Russell stated we are currently restricted within the market place as who can provide service. We’ve received interest from RiverStreet Networks which is a local company. We would need to contact our state representatives regarding this restriction. Mr. Russell will contact Greg Coltrain with RiverStreet to possibly make a presentation at a future Council meeting. Councilmember Brooks agreed that our citizens need an alternative to Suddenlink.

CLOSED SESSION: None

ADJOURN

By motion of Councilmember Finnerty, seconded by Mayor Pro tem Brooks, Council adjourned the meeting at 6:40pm until December 14, 2020 at 5:30pm.

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: December 4, 2020
Subject: Police Station Rent Budget Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment for the FEMA reimbursed rent of the temporary Police Station facility.

BACKGROUND AND FINDINGS:

FEMA is reimbursing the rent for the temporary Police Station facility.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

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

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

Section 1. That the following accounts of the General Fund revenue budget be increased or decreased by the respective amounts indicated:

010-3351-0017	FEMA Reimbursement	\$ 60,000
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts to provide funds for the rent of the temporary Police Station facility:

010-4310-4500	Contract Services	\$ 60,000
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Adopted this the 14th day of December, 2020.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Kristi Roberson, Parks & Recreation Director
Date: December 14, 2020
Subject: Accept CARES Act funding from Mid-East Commission Area Agency on Aging
Staff Presentation: N/A

RECOMMENDATION:

I move that the City Council accept the Cares Act funding from the Mid-East Commission Area Agency on Aging in the amount of \$5,000.00.

BACKGROUND AND FINDINGS:

The Grace Martin Harwell Senior Center has been awarded emergency funding to support the safety and independence of older adults during the COVID-19 pandemic through the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT).

10-40-6123-4517 : \$5,000.00

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

Currently Budgeted (Account 010-6123) Requires additional appropriation
 No Fiscal Impact

SUPPORTING DOCUMENTS

CARES ACT Agreement for the Provision of County-Based Aging Services
Summary Report

July 01, 2020 through September 30, 2021

CARES Act

Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this first day of July, 2020, by and between 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 "Area Agency").

Witnesseth That:

WHEREAS, Congress supported the safety and independence of older adults during the COVID-19 pandemic through emergency funding for home-delivered, congregate, and supplemental nutrition services included in the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT), and

WHEREAS, funding expended from the CARES ACT must be used to respond to the coronavirus emergency by providing Older Americans Act services related to the response, and

WHEREAS, funds must be expended on allowable Older Americans Act activities as defined by the Older Americans Act and state and local policy, and

WHEREAS, the Area Agency and the Provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) and authorized under Title III of the Older Americans Act, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS), as set forth in a) this document, b) related administrative letters on the federal disaster grants issued by the Division of Aging and Adult Services to convey the flexibilities, requirements for allowable expenditures and documentation of service delivery, and other applicable flexibilities and waivers permitted under the CARES Act and Major Disaster Declaration, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards and, e) 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. The Provider shall be the same as those specified on the Provider Services Summary format(s) (DAAS-732-COVID) for the period stated above as deemed necessary for a prompt and efficient response under the Major Disaster Declaration.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) funding by the Area Agency.

3. Grant Administration. The grant administrator for the Area Agency shall be Annette Eubanks, Aging Program Director. The grant administrator for the Provider shall be Deborah Bauer, Supervisor
_____, _____ (Title)

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 Area Agency in writing if the administrator changes during the grant period.

4. Services authorized under this agreement or those identified as necessary to provide timely and necessary response to the COVID-19 pandemic, provided they are among those services allowable under Titles III-B or III-C of the Older Americans Act, as specified on the Provider Services Summary format(s) (DAAS-732-COVID) are to commence no later than September 30, 2021 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period stated above.
5. Assignability and Contracting. The Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Coronavirus Aid, Relief, and Economic Security Act (CARES ACT) funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards, except for those services purchased in response to, and during the active period of the Major Disaster Declaration for North Carolina due to the COVID-19 pandemic, as declared by the President of the United States on March 25, 2020, effective January 20, 2020 and continuing. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments. The Provider shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency to the Provider. Total reimbursement to the Providers under this Agreement may not exceed the grand total of applicable COVID-19 funding, as specified on the Provider Services Summary format (DAAS-732-COVID).

(a) Reimbursement of Service Costs

Providers must have a method of projecting service costs based on estimated revenues and expenses, in order to receive adequate reimbursement as well as show reasonable and justifiable costs. Reimbursement of service costs will be based on the DAAS-732-A-COVID Service Cost Computation Worksheet and the DAAS 732-A-1-COVID Labor Distribution Form or comparable formats to develop unit and non-unit costs.

(b) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals is not allowable under the CARES ACT funding.

7. Collection of Non-Federal Matching Resources. There is no match requirement for direct services delivered through the CARES ACT funding.

8. Consumer Contributions – The requirements of the Older Americans Act for the solicitation and receipt of voluntary contributions from older adults for services provided under the CARES Act funding are not waived. AAAs and local providers may determine the best localized strategies for satisfying this requirement during the COVID-19 pandemic. In addition to existing practices for soliciting contributions (i.e. posters, flyers, provision of envelopes for returning a contribution), the Administration for Community Living has, for example, suggested that providers consider using locked boxes at meal pick-up locations.

9. Reallocation of Funds and Budget Revisions. Any reallocation of CARES ACT funding between counties shall be voluntary on the part of the Provider and shall be effective only for the period of the Agreement. The reallocation of CARES ACT funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the CARES ACT funding will not be expended, the grant administrator for the Provider shall be notified in writing by the Area Agency and shall release funds for reallocation to other Providers within the County or to other counties in the Planning and Service Area or elsewhere in the state.

Transfers are authorized up to 30% of funds between Title III-B and III-C congregate or home-delivered nutrition programs, but transfers must occur within the same CARES ACT grant grouping. If a provider wishes to exceed the 30% transfer within a grant, approval must be obtained through the Area Agency from the Division of Aging and Adult Services.

The Provider has been given the capacity to enter data into the Aging Resources Management System (ARMS) and is responsible for entering amended service data into the Division of Aging and Adult Services Management Information System.

10. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in this agreement and as outlined in administrative letters on the CARES ACT federal disaster grants issued by the Division of Aging and Adult Services to convey the requirements for allowable expenditures and documentation of service delivery to eligible older adults.

The Provider will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

11. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. 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 grant administrator for 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 Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the grant administrator for the Provider of its appeal procedures and will inform the Area Agency 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
693 Palmer Drive
2101 Mail Service Center
Raleigh, North Carolina 27699-2101

11. Termination for Cause. 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 Area Agency shall have the right to terminate this Agreement by giving the Provider's Executive Officer as deemed appropriate written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
12. Audit. The 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) Uniform Guidance 2 CFR Part 200.

Providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is 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 <https://www.osbmi.nc.gov/management/grants>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds 	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> \$500,000 + in State funds but Federal pass through in an amount less than \$750,000 	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
<ul style="list-style-type: none"> \$500,000+ in State funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> Less than \$500,000 in State funds <u>and</u> \$750,000+ in Federal pass through funds 	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e. Single Audit)	May use Federal funds, but <u>not</u> State funds.

13. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the Provider is responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, County or Provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the Provider shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph ten (10). The only exception is if the Area Agency on Aging is approved to provide direct services under the CARES ACT and expenditures are disallowed by the Division of Aging and Adult Services. In this case, the Area Agency is responsible for any disallowed costs. The Area Agency on Aging 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 Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

14. Indemnity. The Provider agrees to indemnify and save harmless the Area Agency, 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.
15. Equal Employment Opportunity and Americans With Disabilities Act Compliance. The Provider, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
16. Data to be Furnished to the Provider. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the shall be furnished to the Provider without charge by the Area Agency. The Area Agency, its agents and employees, shall readily assist the Provider in the performance of duties under this Agreement.
17. Rights in Documents, Materials and Data Produced. The Provider agrees that at the discretion of the Area Agency, 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 Area Agency upon termination or completion of the work. The Area Agency 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
18. Maintenance of Records. The Provider shall maintain all financial and program records for a period of five (5) years from the date of final payment under this contract, for inspection by the Area Agency, the North Carolina Division of Aging and Adult Services, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the Provider's records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
19. Documentation – All services funded under this Agreement must be tracked separately from Home and Community Care Block Grant funded services. The Provider shall comply with the following documentation requirements:
 - a. complete a DAAS 101 (Client Registration) Form for each eligible client served if required;
 - b. solicit consumer contributions;
 - c. submit a monthly COVID Response tracking form indicating the dates and number of meals served, PPE supplies, or services rendered for each eligible client .
 - d. maintain receipts as a source of documentation for all expenditures.
20. Reporting Requirements. The Service Provider will complete all data entry in the ARMS system, using codes shown on Attachment B, keep accurate financial and programmatic records including completion of the COVID Response tracking form and receipts, and will accommodate other requests by the Mid-East Commission Area Agency on Aging. Further reporting guidance will be forthcoming from DAAS.

21. Interest of the Governing Board. The Governing Board covenants that neither the Governing Board 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.
22. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, 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 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 there from.
23. 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.
24. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent to engage in any activity designed to influence legislation or appropriations pending before Congress.
25. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
26. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant and other services necessary to provide emergency response funded through the CARES ACT. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/retention-schedules>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all

other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

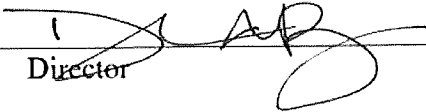
In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

27. Applicable Law. 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.

In witness whereof, the Area Agency, Provider have executed this Agreement as of the day first written above.

Provider

Attest:

By: 
Director

Area Agency

Attest:

Area Agency Director

By: _____
Executive Director,
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
FINANCE OFFICER, Lead Regional Organization

NORTH CAROLINA DIVISION OF AGING AND ADULT SERVICES
 CARES HCCBG SUMMARY REPORT - ZGA370-22
 REGION Q
 PROVIDER Q081 GRACE MARTIN HARWELL CENTER
 CATEGORY CARES-SENIOR CENTER OPERATIONS

RUN DATE:11/13/2020
 MONTH REPORTING:October 2020
 PRINT DATE: 12/2/2020

CNTY CODE	SERVICE CODE	GROSS BUDGETED SERVICE COST	CURRENT UNITS	GROSS UNIT RATE	YTD UNITS	YTD CS/PT	YTD OTHER ADJ	GROSS CURRENT MONTH EXP	CURRENT MONTH CS/PI	ADJ GROSS CURRENT MONTH	OTHER ADJ	ADJ CURRENT MONTH EXPEND	CURRENT MONTH LOCAL SHARE	NET CURRENT MONTH EXPEND	YTD NET CURRENT REIMB	TOTAL REIMB
007	171	5,000	0	0.0000	0	0	0	0	0	0	0	0	0	0	0	0
COUNTY 007 Beaufort TOTAL																
		5,000	0		0	0	0	0	0	0	0	0	0	0	0	0
PROVIDER Q081 GRACE MARTIN HARWELL CENTER TOTAL																
		5,000	0		0	0	0	0	0	0	0	0	0	0	0	0
REGION Q TOTAL																
		5,000	0		0	0	0	0	0	0	0	0	0	0	0	0



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council
From: Glen Moore, Planning Administrator
Date: December 2, 2020
Subject: Resolution directing City Clerk to investigate a petition for an annexation request from Poffenberger Vet Properties, LLC

Applicant Presentation: N/A
Staff Presentation: Mike Dail, Director Community & Cultural Resources

RECOMMENDATION:

Adopt the resolution directing the City Clerk to investigate a petition for a non-contiguous annexation received under General Statutes 160A-58.2.

BACKGROUND AND FINDINGS:

On December 2, 2020, Poffenberger Vet Properties, LLC presented a petition for an annexation for a parcel of land. The property contains 0.46 acres and is located on John Small Avenue on the south side of its intersection with Castle Lane. The property is also known as the Pamlico Animal Hospital’s new addition.

After directing the clerk to investigate the petition the City will proceed with the annexation process.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Resolution of Intent
- Request Letter
- Location Map
- Survey Map

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-58.2**

WHEREAS, a petition requesting annexation of an area described in said petition was received on December 2, 2020 by the Washington City Council; and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Washington deems it advisable to proceed in response to this request for annexation;

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

The City Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the City Council the result of her investigation.

Donald R. Sadler, Mayor

ATTEST:

Cynthia S. Bennett, Clerk

Non Contiguous Annexation # 20-01
Pamlico Animal Hospital Addition



**PETITION REQUESTING
VOLUNTARY ANNEXATION
DEVELOPMENT SERVICES
PLANNING & ZONING**

Applications are due to the City of Washington, Department of Planning and Development by 5:00 p.m. on the 15th of the month. Applicants will be heard at the following month's meeting.	OFFICE USE ONLY		
	Fee: \$0.00	Date Paid:	Ref No.:

APPLICANT INFORMATION:			
Applicant Name: Poffenberger Vet Properties, LLC		Date of Application: 8/13/2020	
Phone No.: 252-946-2834		Alt Phone:	
Address: 3005 John Small Avenue		Washington	NC 27889
<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>

TO THE CITY COUNCIL OF THE CITY OF WASHINGTON:			
1)	We the undersigned owners of real property respectfully request that the area described in item 2 below be annexed into the City of Washington. This area to be annexed is <input type="radio"/> CONTIGUOUS OR <input checked="" type="radio"/> NON-CONTIGUOUS to the City of Washington, NC		
a)	Applicant Name: Poffenberger Vet Properties, LLC		Signature: <i>Maree Poffenberger</i>
	Phone No.:		Alt Phone: 252-946-2834
	Address: 3005 John Small Avenue		Washington NC 27889
	<small>Address</small>	<small>City</small>	<small>State</small> <small>Zip Code</small>
b)	Applicant Name:		Signature:
	Phone No.:		Alt Phone:
	Address:		
	<small>Address</small>	<small>City</small>	<small>State</small> <small>Zip Code</small>
c)	Applicant Name:		Signature:
	Phone No.:		Alt Phone:
	Address:		NC
	<small>Address</small>	<small>City</small>	<small>State</small> <small>Zip Code</small>
2)	Attach Meets and Bounds Description of the area to be annexed.		
3)	Attach an official Annexation Map of the boundaries illustrating the property to be annexed prepared and sealed by a Professional Land Surveyor.		



**PETITION REQUESTING
VOLUNTARY ANNEXATION
DEVELOPMENT SERVICES
PLANNING & ZONING**

TO THE CITY COUNCIL OF THE CITY OF WASHINGTON:

4) We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

a) Applicant Name: Poffenberger Vet Properties, LLC

Address: 3005 John Small Avenue Washington NC 27889

Address City State Zip Code

Do you declare vested rights? YES OR NO *Marie Poffenberger*

Signature

b) Applicant Name:

Address:

Address City State Zip Code

Do you declare vested rights ? YES OR NO _____

Signature

c) Applicant Name:

Address:

Address City State Zip Code

Do you declare vested rights ? YES OR NO _____

Signature

A. This plat is subject to any facts that maybe disclosed by a full and accurate title search, as well as any right of ways easements, zoning regulations and restrictive covenants of record not shown hereon.

B. Area computed by the Method of Coordinate Geometry

C. All distances are horizontal ground unless otherwise noted

D. Wetlands were not defined or mapped during this survey.

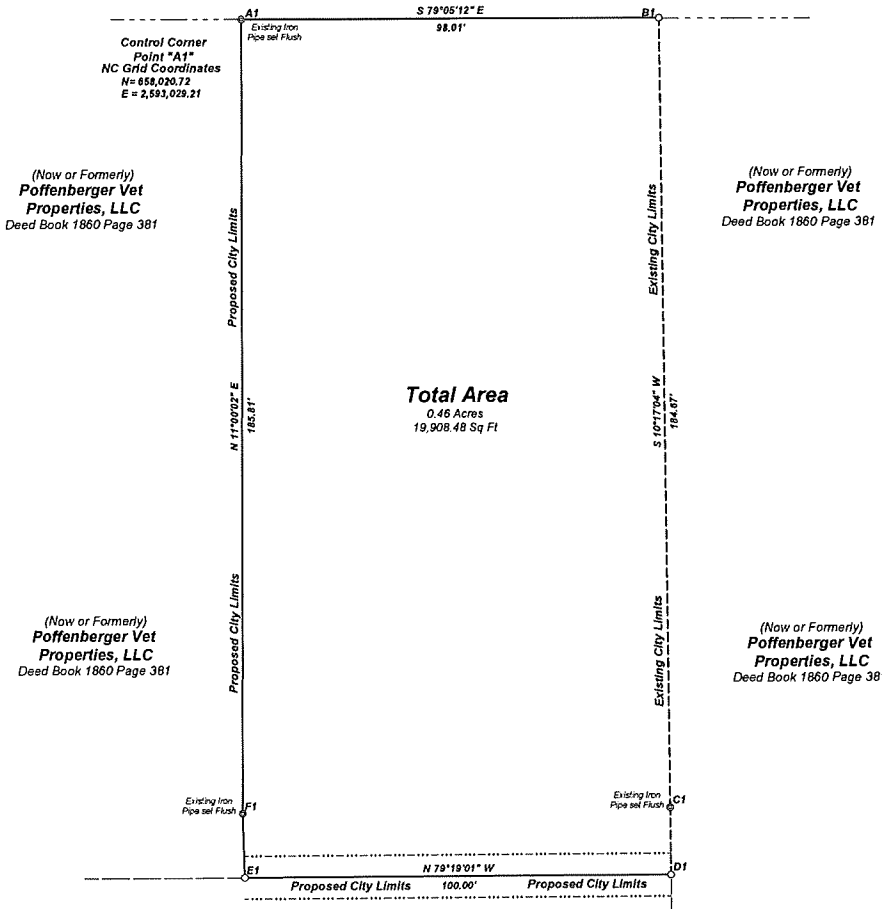
E. Underground utilities are not included in this survey.

Special Notes



US HWY 264
Right of Way Varied
Multi-lane Highway

Vicinity Map



Total Area
0.46 Acres
19,908.48 Sq Ft

Control Corner Point "A1"
NC Grid Coordinates
N = 658,020.72
E = 2,593,029.21

(Now or Formerly)
Poffenberger Vet Properties, LLC
Deed Book 1860 Page 381

(Now or Formerly)
Poffenberger Vet Properties, LLC
Deed Book 1860 Page 381

(Now or Formerly)
Poffenberger Vet Properties, LLC
Deed Book 1860 Page 381

(Now or Formerly)
Poffenberger Vet Properties, LLC
Deed Book 1860 Page 381

(Now or Formerly)
American Towers, INC.
Deed Book AD1 Page 4348

Metes and Bounds of Total Area

From	To	Bearing	Distance
A1	B1	S 79°05'12" E	98.01'
B1	C1	S 10°17'04" W	184.07'
C1	D1	S 10°16'53" W	18.75'
D1	E1	N 79°19'01" W	100.00'
E1	F1	N 09°02'28" E	18.01'
F1	A1	N 11°00'02" E	185.41'

Review Officer
State of North Carolina County of Beaufort
I, _____, Review Officer of Beaufort County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer _____ Date _____

Surveyor's Certificate and Parcel Status
I, Hugh A. Sorrell, a Professional Land Surveyor in the State of North Carolina, certify that this plat was drawn under my supervision from an actual survey performed under my supervision. That the boundaries surveyed are defined in Deed Book 1860 Page 381. That the boundaries not surveyed are clearly indicated. That the ratio of precision as calculated is 1:_____. That the following information was used to perform the GPS survey:

GPS receivers used: **Spectra SP-80**
Class of survey: **C**
Positional accuracy: **0.03'**
Type of GPS field procedure: **VRS**
Date of survey: **September 18, 2020**
Datum/Epoch: **NAD 83 / 2011 adjustment**
Published / Fixed control: **2**
Geoid Model: **GEOID 12**
Combined Grid Factor: **0.99988958**
Units: **US FOOT**

Electronic File Print Out
For viewing purposes only
NOT For Recordation Conveyances or Sales

- Legend**
- ⊙ EIP = Existing Iron Pipe
 - ⊙ NIP = New Iron Pipe
 - ⊙ Ex. Mon. = Existing Concrete Monument
 - ⊙ Mag Nail = Magnetic Survey Nail
 - NPS = No Point Set
 - = Power Pole
 - Right of Way
 - Centerline
 - Lines Surveyed
 - Lines Not Surveyed
 - Power Line
 - A --- Curbing
 - Water Boundary
 - Right of Way
 - Point of Curvature
 - PT = Point of Tangency
- All NIP's set are black iron pipe 1" in Diameter by 24" long
Linear Units are "US FOOT"
Angular Units are "Degrees, Minutes & Seconds"

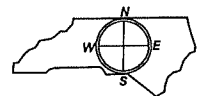
This plat was prepared in accordance with GS 47-30 as amended. That this plat meets the requirements of GS 47-30 section F-11, as an existing parcel of land that does not create a new street or change an existing street.

Witness my original signature and seal this _____ day of _____, 2020

Hugh A. Sorrell, Professional Land Surveyor L-2849

An Annexation Survey for:
Poffenberger Vet Properties, LLC
Washington Township Beaufort County, NC
Scale 1" = 20' Surveyed September 18, 2020

Sorrell Land Surveying, Inc.
Hugh A. Sorrell, Professional Land Surveyor L-2849
107 Union Drive, Suite 101 Washington, NC
www.sorrellandsurveying.com Office (252) 948-2464
Company License: C-3508 Mobile (252) 944-9798



"Serving the land surveying needs of Eastern NC"
File:



Location Map

 Existing City Limits

 Annexation Request



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council
From: Glen Moore, Planning Administrator
Date: December 2, 2020
Subject: Adopt a Resolution of Intent for the Closure and Abandonment of a portion of West 9th Street, and set a Public Hearing date.
Applicant Presentation: N/A
Staff Presentation: Mike Dail, Director Community & Cultural Resources

RECOMMENDATION:

I move the City Council adopt the Resolution of Intent for the closure and abandonment of a portion of West 9th Street as shown on the survey map, and set a public hearing date for January 11, 2021.

BACKGROUND AND FINDINGS:

On October 9, 2020 the Planning Department received a request from Mr. A.G. Swanner and Mr. Kermit Lawrence Ginn for the closure and abandonment of a 50-foot-wide, unimproved portion, of right-of-way of West 9th Street. Said portion consists of the area labeled “West 9th Street, Not Opened” as shown on a preliminary survey by Hood Richardson, P.A. entitled "Petition to Close West 9th Street Between Carolina Avenue and Washington Street”.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Resolution of Intent
- Request Letter
- Survey Map

**A RESOLUTION DECLARING
THE INTENT OF THE CITY OF WASHINGTON TO CONSIDER
CLOSING AND ABANDONING A 50 FOOT PORTION OF
RIGHT-OF-WAY OF WEST NINTH STREET
(RESOLUTION OF INTENT)**

WHEREAS, the City Council (Council) for the City of Washington (City) exercises general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits pursuant to North Carolina General Statute § 160A-296 *et seq.*

WHEREAS, North Carolina General Statute § 160A-299 authorizes cities to close public streets and alleys and proscribes procedures for carrying out said authority.

WHEREAS, the City finds it to be advisable and in the public's best interest to conduct a public hearing for the purpose of giving consideration to the closing and abandoning of a 50-foot-wide, unimproved portion, of right-of-way of West 9th Street, said portion consisting of the area labeled "West 9th Street, Not Opened" as shown on a preliminary survey by Hood Richardson, P.A. entitled "Petition to Close West 9th Street Between Carolina Avenue and Washington Street".

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Washington, North Carolina as follows.

1) Pursuant to North Carolina General Statute § 160A-299, a public hearing will be held on the 11th of January, 2021. Due to Covid-19, this City Council meeting will be a virtual meeting to consider a resolution that would order the closing and abandoning of portion of West 9th Street, said portion being more particularly described as follows.

ALL of a 50-foot-wide, unimproved portion, of right-of-way of West 9th Street, said portion consisting of the area labeled "West 9th Street, Not Opened" as shown on a preliminary survey by Hood Richardson, P.A. entitled "Petition to Close West 9th Street Between Carolina Avenue and Washington Street".

2) The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in the Washington Daily News, or other newspapers of general circulation in the area.

3) The City Clerk is further directed to transmit by registered or certified mail a copy of this Resolution of Intent to each property owner abutting upon the portion of said West 9th Street under consideration to be closed and abandoned.

4) The City Clerk is further directed to prominently post this Resolution of Intent in at least two places along the portion of West 9th Street under consideration to be closed and abandoned as notice of said public hearing and the consideration being given to close as well as abandon the portion of West 9th Street.

This the _____ day of _____, 2020.


ATTEST:

Donald R. Sadler
Mayor

Cynthia S. Bennett,
City Clerk



Location Map – W. 9th Street Closing Request

 Unimproved Right-of-way

L. HOOD RICHARDSON, CERTIFIED SURVEYOR, HAS REVIEWED THE SURVEY AND SUBMISSION, AND HAS FOUND THAT THE SURVEY MEETS THE REQUIREMENTS OF THE PROFESSIONAL CONDUCT ACT AND THE REQUIREMENTS OF THE PROFESSIONAL CONDUCT ACT. THE SURVEY IS VALID AND THE BOUNDARIES SHOWN ON THIS MAP ARE CORRECT. THE ERROR OF CLOSURE IS 1:10,000 AS CALCULATED BY LATITUDES AND DEPARTURES. THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LANDS AND THE DETERMINATION OTHER THAN AS SHOWN ON THIS MAP HAS BEEN MADE ABOUT G.S. 47-30, SECTION 3, (7), (1), DASHED LINES WITHOUT NOTATION ARE NOT SURVEYED. WITNESS MY HAND AND SEAL ON THIS 21ST DAY OF SEPTEMBER, 2020.

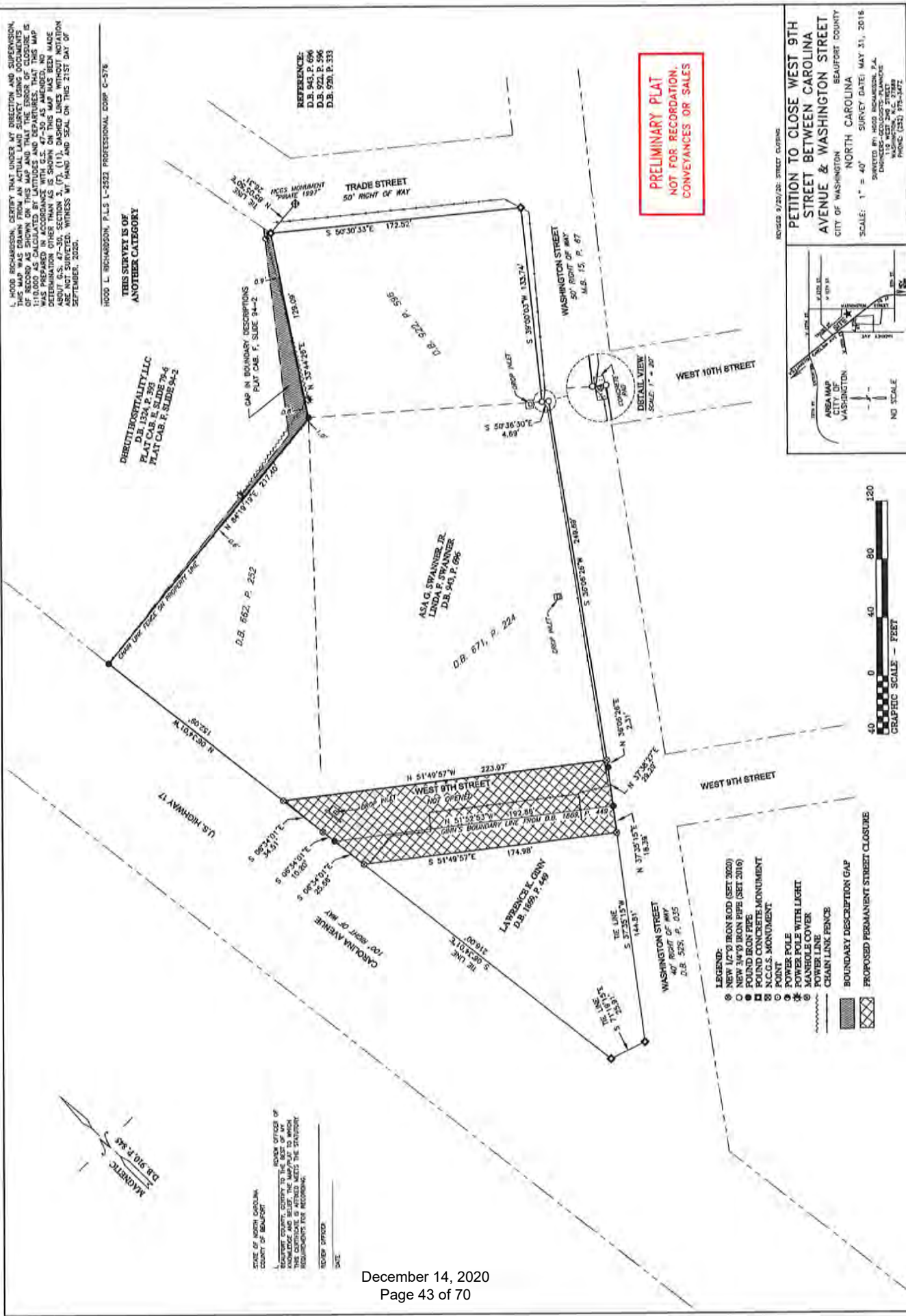
HOOD L. RICHARDSON, P.L.S. L-3522 PROFESSIONAL CORP. C-576

THIS SURVEY IS OF ANOTHER CATEGORY

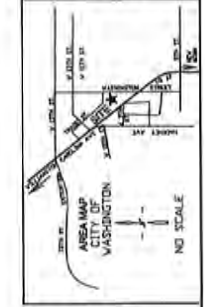
DEBUTCH BOSTONALTY LLC
D.B. 154, P. 367
PLAT C.A.B. F. SLIDE 78-4
PLAT C.A.B. F. SLIDE 94-2

REFERENCE:
D.B. 943, P. 696
D.B. 922, P. 596
D.B. 950, P. 333

PRELIMINARY PLAT
NOT FOR RECORDATION,
CONVEYANCES OR SALES



REVISED 9/29/20: STREET CURBING
PETITION TO CLOSE WEST 9TH STREET BETWEEN CAROLINA AVENUE & WASHINGTON STREET
CITY OF WASHINGTON BEAUFORT COUNTY NORTH CAROLINA
SCALE: 1" = 40' SURVEY DATE: MAY 31, 2015
DRAWN BY: HOOD RICHARDSON, P.L.S.
ENGINEER-GEODETIC PLANNING
110 S. WEST 2ND ST., SUITE 200
WASHINGTON, NC 27588
PHONE: (336) 975-1077



October 9, 2020

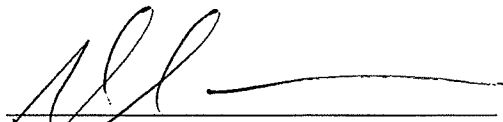
Attention: Mr. Glenn Moore, Planner
City of Washington
102 East Second Street
Washington, N. C. 27889

Dear Sir:

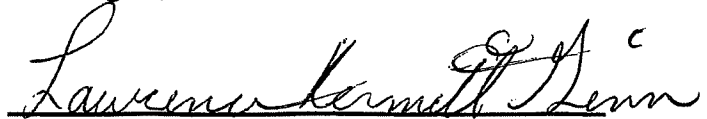
We, the undersigned, request the closure of that portion of the 50 foot wide right of way of West Ninth Street located between Carolina Avenue and Washington Street as shown on a map prepared by Hood L Richardson, PLS dated May 21, 2016 and revised September 20, 2020. We are the only adjoining property owners. This portion of West Ninth Street has not been developed.

We would like the provisions of G. S. 160A-299 as may have been amended "Procedure for permanently closing streets and alleys" to apply.

We understand the City of Washington will retain utility easements within any closed portion of West Ninth Street.



A. G. Swanner
1817 Carolina Avenue
Washington, N. C. 27889



Kermit Lawrence Ginn
167 Hunter's Glenn
Washington, N. C. 27889



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: December 8, 2020
Subject: Cemetery Labor Budget Ordinance Amendment
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment for Cemetery labor working on the customer service office renovation.

BACKGROUND AND FINDINGS:

Cemetery labor was utilized on the customer service office renovation.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

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

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

Section 1. That the following accounts of the Cemetery Fund revenue budget be increased or decreased by the respective amounts indicated:

039-3991-9910	Fund Balance Appropriated	\$ 505
---------------	---------------------------	--------

Section 2. That the following accounts of the Cemetery Fund appropriations budget be increased or decreased by the respective amounts to provide funds for Cemetery labor working on the customer service office renovation:

039-4340-0201	Overtime	\$ 505
---------------	----------	--------

Adopted this the 14th day of December, 2020.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council
From: Matt Rauschenbach, Administrative Services Director/C.F.O.
Date: November 30, 2020
Subject: Adopt FY 2022 Budget Schedule
Applicant Presentation: N/A
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt the Fiscal Year 2022 Budget Preparation and Adoption Schedule.

BACKGROUND AND FINDINGS:

The budget schedule outlines the budget preparation, review and adoption schedule.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

FY 2022 Budget Schedule

Budget Schedule 2021-2022**Scheduled**

Week Of	Status	Budget Task
11/30/20		CIP template distributed to Management Team
01/04/21		Budget Packets Distributed to Management Team
12/28/20		Outside Agency Budget Requests Distributed
01/04/21		CIP worksheets due back to Finance
01/25/21		CIP review with Manager
01/25/21		Revenue Estimate General Fund- Finance
01/25/21		Outside Agency Budget Requests Submitted
02/01/21		Continuation Budgets submitted to Finance
02/01/21		Expansion Budgets submitted to Finance
02/08/21		Outside Agency Presentation to Council
02/08/21		CIP review with Council
02/22/21		Budget Compiled by Finance
03/15/21	Schedule 3/15-18	Budget Review with Manager- General Fund
03/15/21	Schedule 3/15-18	Budget Review with Manager- Electric Fund
03/15/21	Schedule 3/15-18	Budget Review with Manager- Public Works
04/12/21		Manager's Recommended Budget Presented to Council
04/12/21		Budget Available for Public Viewing at City Clerk's Office, Library, and Web Site
04/12/21		Advertise Public Hearing for Budget
04/19/21		Council Budget Questions/Clarification to City Manager
04/26/21	Scheduled entire week	Council Budget Workshops
04/26/21		Public Hearing- Budget
05/10/21		Budget Adopted
05/10/21		Budget Posted to Web Site

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: November 30, 2020
Subject: PO's > \$50,000

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>
\$872,234.00	C.W. Williams & Co.	Rosenbauer 78' Viper with options
\$319,450.00	TJ's Marine Construction	Pier realignment and 8' Marine Slat Pier

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: November 30, 2020
Subject: Budget Transfers

The Budget Officer reallocated appropriations among various departmental totals of expenditures within authorized funds.

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

SEE ATTACHED

087-5021-1500	-3450.00
010-4340-5400	3450.00

Request for Transfer of Funds

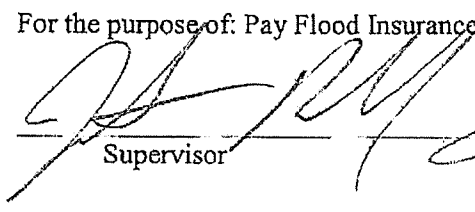
Date: 10/26/2020

TO: City Manager or Finance Director
 FROM: Mark Yates
 SUBJECT: REQUEST FOR TRANSFER OF FUNDS

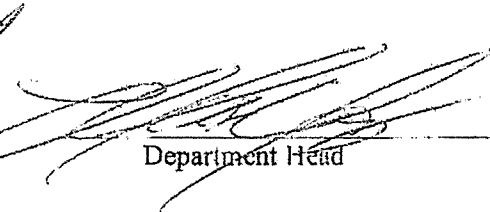
I hereby request the transfer of funds as set forth below from one account to another, all within the same appropriation fund account, as permitted and authorized by the General Statutes of North Carolina.

	Department	Account Number	Object Classification	Amount
FROM:	087	5021	1500	3450.00
TO:	010	4340	5400	3450.00

For the purpose of: Pay Flood Insurance



 Supervisor



 Department Head


ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved:

Disapproved:

* Request for Transfer of Funds from Department to Department require City Manager's approval.

** Request for Intradepartmental Transfer of Funds require Finance Director approval.



 City Manager or Finance Director

11/13/20

 Date

**Washington Warren Airport Advisory Board
Meeting Minutes
November 10, 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
Mike Renn – Council Liaison
Jonathan Russell - City Manager

Guest in Attendance:

Roland Wyman via Zoom
Jessica Green via Zoom

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

Minutes Adoption – Trent Tetterton motioned to approve the October meeting minutes. Wayne Woolard seconded the motion.

Report from Business:

Airport Strategic Team:

Guest Roland Wyman gave an update from the Strategic Planning Team. He explained that the team is mainly working on the long term strategic plan. Mr. Wyman explained that based on recent meetings with the Division of Aviation they have prioritized the drainage system as the next project in line and for the reason Earl Malpass suggested that it would make more sense for the Strategic Team to focus their efforts on the long-term strategy. He stated that members of the team are sectioning off the task and each member is working on their contribution. Mr. Wyman stated that he addressed the City Council at their November meeting and the Airport Advisory minutes as well as the memo from the Strategic Planning team were inserted into the agenda for that meeting, which made it public record. Mr. Wyman explained that moving forward he believed this would be the process. Where the proceedings and the minutes from today's meeting will be created and presented to the City Council at their next meeting. He stated this will be a formalized way of continuing the communication to the City Council and relaying the Airport activity. Trent Tetterton asked if the team had a detailed plan showing their direction and the content of the strategic plan. Mr. Wyman stated that the team is stilling hammering that out. He explained that what they have done to start with was a study on best practices. He stated

that Amanda Conner, their business development contact from the Dept. of Aviation, helped them with providing some examples of some well-made strategic development plans that she has encountered. He stated that the team also did their own research and collected some examples as well. So rather than start with a blank page they did a crash course of what constitutes an effective long term strategy and they are still hammering out what they want to include as far as the various chapters and table of contents, and they are tackling some of the individual chapters along with that. He explained that their next meeting will be working out a timetable and in a couple of weeks they should be releasing a table of contents to give everyone an idea of what the document will contain. He stated that there is a lot of research and getting numbers on the local economy and demographics involved in the process. Trent Tetterton stated that he was interested in a document showing the content of the intended document and a timeline showing how long it will take to complete. Mr. Wyman explained that they will finalize the outline and then they will visualize what it will take to fill it all in. Trent Tetterton stated that he is very interested in what the contents will be and asked when the board would be able to take a look at that. Mr. Wyman stated the team is made up of volunteers and not paid consultants, so they will keep the board posted on their progress. He stated that hopefully the team will have the outline finished and ready to present to the board in a couple weeks.

Public Comments: None

Staff Reports:

Jonathan Russell: City Manager

Jonathan Russell stated that they are tightening the belt all the way around just trying to monitor things with the challenges provide by Covid from an operational stand point and even usage as far as revenue generation. Mr. Russell stated that Earl Malpass is doing a job of maintaining great service at the airport and promoting as best they can. He stated that the good weather they've had recently will bring more planes. He stated that there are no red flags budget wise, but they will continue to monitor things closely.

Earl Malpass: Airport Manager

Earl Malpass went through the current budget report for the airport. He stated that they are about 40% through the budget and they are still in good shape. Mr. Malpass presented his September Airport PowerPoint presentation.

Airport Monthly Operations Report Presentation - October

- 403+ operations at OCW for October. (Working w/company to track aircraft operations w/ADS-B here at OCW now)
- Runway Lights pulsing issue: Rifenburg Construction is still troubleshooting
 - "Work-a-round" for short term safety and utilization of lighting still in place.
- Hangar T1 building to still flooding inside hangars 3-5. Staff is working to maintain flooding and resolve the issue. Flooding is coming in from the ground not the roof. Wayne Woolard asked if it would help if they poured more cement and bring up the elevation. Earl Malpass

stated that it could be an option. He stated this is a major issue and staff has been working hard on resolving the issue.

- Hangar 6 in T2; fabric covered airplane had mildew. Moisture still a problem.
- Airport Staff performing E.O.Y. maintenance and service of mowers and tractor.
- Hangar A – 2 months of aircraft maintenance ads were not productive.
 - Hangar is equipped w/tools and inventory.
 - Recommend MAC lease start leasing January 1st, and drop hangar 3.
 - MAC will start light aircraft maintenance and continue to search for right fit to take over.
- 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. – Working well. Customer's Happy. Margin Maintained.
- Earl Malpass spoke about the CARES act funds and explained how those funds were used. He explained that the funds went towards the City payroll. Wayne Woolard stated that he felt the money should have been used for something else that would have improved the airport. Earl Malpass explained that the City Council also asked for the Airport to give 5% of their budget back, this was before the CARES act funds, which was \$12,500 so he took that money out of the Hangar refurbishment account and gave that back to the City. Mr. Malpass stated that with the budget return and the CARES act funds the Airport has given \$42,500 back to the City Budget. And in his opinion that has slowed down the refurbishment of the hangars and has butt into the Avgas margin. Trent Tetterton stated that unfortunately Covid has affected everyone and it has affected the City, so the City has had to do some very serious juggling with budgets and unfortunately the Airport has to sucker through. He stated that it has been nice that Mr. Malpass has been able to come up with some work arounds. Mr. Trent stated that of course when money is taken away it has an impact. Mr. Malpass stated that the \$42,500 that the Airport has given back to the City has slowed the Airport down from moving forward with some projects. Mr. Wyman stated that he did present this information to the City Council in his first Strategic Team update and reported the Airport's totals in cost reduction, in other words offsetting the general fund subsidy was that \$42,500. So, the City Council is aware. Mr. Wyman stated that he has heard Jonathan Russell, City Manager, address this a couple of times and he did say that when that decision was made, it was made to be very conservative because the City didn't know what type of revenue losses they would be encountering this year. Mr. Wyman recalled the manager saying that he planned to revisit that and that funds can be reallocated at any time later in the year, so he believes the manager still considers this an open issue.
- City Manager approved request made for Parks & Recs side by side cart, to be used for weed control & public events shuttle at the Airport. This will save money on not having to contact that service out.
- 2 Airport Strategic Planning Team meetings – Progressing well.
- Update from the team on Agenda
- Discussions with G-W ongoing. Earl Malpass stated that it does not look good. They are not in the mood to build a hangar, so if the Airport had an empty hangar they would have a new tenant but unfortunately they do not have any empty hangers. Mr. Malpass stated that this highlights the need for the Airport to move towards getting large corporate hangars

Jet Fuel Summary

Fuel Sales and Gallons sold remain down however they are slowly trending up. Earl Malpass stated that they are flattening the curve, but the margins are exceptionally high and this shows that the decision to go with contract fueling services was a good decision. Mr. Malpass stated that they do anticipate a drop in jet fuel next month, but current numbers reflect twice the amount they usually show for jet fuel. So, if they drop back down to 20% to 25% it will look like something bad, but in reality they are just keeping it in line and as people see the prices they will get more traffic. Earl Malpass presented the Avgas sales and October showed good sales. He stated that a good margin for Avgas is 7% to 10%. He stated that people are coming and they love the airport and they love the service. They like the new pavement and the Airport has been rated with 5 stars on all the Aviation websites.

- The margin for Jet A fuel for October is 41.05%.
- The margin for IOOLL Avgas for October is 15.09%.

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 work authorization and engineering of Airport's storm drain repair.
- Strategic Planning Team continuing on 10-year plan, which will obviously include the self-sustaining aspect.
- OCW Annual Christmas Banquet – Friday, December 11th from 5:30-8:30

New Business:

Mike Renn: Council Liaison – (None)
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 Trent Tetterton seconded.

Informal Discussion:

None



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council
From: Jonathan Russell, City Manager
Date: December 14, 2020
Subject: Authorize the Manager to Enter into a Renewal Agreement for the Operation and Managerial Agreement for Contract Management Services at Washington-Warren Airport

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

RECOMMENDATION:

I move that Council authorize the City Manager to execute the Operational and Managerial Agreement for contract management services at Washington-Warren Airport to Earl Malpass

BACKGROUND AND FINDINGS:

At the October 9, 2017 meeting, City Council authorized the City Manager to execute an Operational and Managerial Agreement for contract management services at the Washington - Warren Airport with Earl Malpass.

PREVIOUS LEGISLATIVE ACTION

Original Agreement authorized October 9, 2017

FISCAL IMPACT

Currently Budgeted Requires additional appropriation No Fiscal Impact

SUPPORTING DOCUMENTS

**NORTH CAROLINA
BEAUFORT COUNTY**

THIS OPERATIONAL AND MANAGERIAL AGREEMENT ("Agreement") is made effective as of the 1st day of January, 2021, by and between the **CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes, having a mailing address of P.O. Box 1988, Washington, North Carolina 27889, ("City") and **EARL MALPASS**, an individual, having a principal address of 2315 Aurora Road, Ernul, North Carolina 28527 ("Manager").

WITNESSETH

WHEREAS, the City is the owner of the Washington-Warren Airport ("Airport"), with improvements thereon, which is located in Washington Township, Beaufort County, North Carolina and desires to contract with Manager to operate and manage the Airport.

WHEREAS, Manager desires to operate and manage the Airport.

WHEREAS, Manager has represented that he is fully capable of performing the operational and managerial services described in this Agreement and the City has relied on such representations to select the Manager to perform this Agreement.

NOW THEREFORE, pursuant to Chapter 63 of the North Carolina General Statutes, including but not limited to North Carolina General Statute § 63-53 and other relevant statutory authority, and for and in consideration of one dollar (\$1.00), the mutual covenants herein, valuable consideration paid and to be paid, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE I
MANAGERIAL SERVICES

A. Subject to the direction and approval of the City, the City Manager, and/or the City Manager's designee, Manager will operate, manage, direct, and supervise the ongoing operation of the Airport from and after the effective date of this Agreement, including without limitation the following.

1. Except as specifically provided for hereinafter, Manager shall have the day to day management duty as well as supervisory responsibility for the Airport and shall manage all Airport services, staff, and activities except those provided by third party fixed base operators and major maintenance of runways, taxiways, fields, and hangars as more specifically provided for hereinafter.
2. Manager shall, or cause those under his supervision to, greet, service, accommodate, and generally assist visitors to, and users of, the Airport.

3. Although the City will enter direct leases with tenants of t-hangars located at the Airport, Manager shall manage and maintain all t-hangars currently present or hereafter erected on the Airport. In this regard, Manager shall, among other things, be responsible for collecting all rents and any other revenues associated with the t-hangars and deliver those rents and revenues to the City, with the understanding that all related payments shall be made directly to the City in the City's name. The maintenance contemplated hereunder shall be limited to minor maintenance. It is understood by the parties hereto that the major structural and other major maintenance aspects of said t-hangars shall remain the responsibility of the City. Other than minor maintenance that Manager can readily address, Manager shall provide the City with notice concerning any major maintenance issues or problems associated with the t-hangars. Such notice shall include recommendations as well as estimates for any work required to address such issues or problems. Upon receipt of approval from the City to perform or contract for the performance of such work, Manager shall oversee such work and ensure that the same is accomplished with the understanding that the City will be directly responsible for all expenses associated with such work.
4. Manager shall manage and maintain all tie-down spaces currently present or hereafter provided for on the Airport. Specifically, Manager shall follow and enforce all rules, procedures, prices, and other terms established by the City through which said tie-downs are let, consistent with the applicable Rules and Regulations of the Airport. In this regard, Manager shall, among other things, be responsible for collecting all rents and any other revenues associated with the tie-downs and deliver those rents and revenues to the City, with the understanding that all related payments shall be made directly to the City in the City's name.
5. Manager shall at all times supervise and coordinate the activities of City employees and contractors at the Airport. Such supervision and coordination shall include, but not be limited to, that which is necessary in order to keep and maintain all public facilities, including the Terminal Building, of the Airport in a proper and clean condition for the accommodation of passengers, visitors, and others rightfully on the Airport. Manager shall also be responsible for overseeing the maintenance of all Airport grounds such that the same shall be kept in a presentable manner with a pleasant appearance. Manager shall at all times supervise and coordinate the activities of City employees and contractors at the Airport in order to maintain safety devices for aeronautics, aeronautical aids, safety equipment, and other devices and equipment for the safe use of the Airport.
6. Manager shall make recommendations to the City concerning short and long range planning as well as appropriate policies, understanding that the City will take such recommendations under advisement and that any implementation of such recommendations and/or variations thereto shall be in the City's sole discretion.

7. If and to the extent requested by the City, Manager shall participate in the development and administration of the annual capital and operating budgets for the Airport.
8. Manager shall coordinate Airport activities with those of other City divisions as well as departments and outside agencies as well as organizations. Manager shall recommend capital equipment purchases and replacements.
9. Manager shall stay abreast of new trends as well as innovations in the field of airport management and present, periodically or upon request, a report concerning the same to the City and/or City Council.
10. Manager shall report any inquiries and complaints regarding the Airport to the City for resolution by the City, in its sole discretion, in cooperation with the Manager. If such inquiries or complaints involve the Manager's management or other obligations hereunder, Manager will address those matters as directed by the City.
11. Manager shall assist the City in explaining and interpreting Airport programs, policies, and activities. Manager will work with the City to maintain a working relationship with the FAA, the Division of Aviation, and other regulatory agencies as well as provide the City with copies of any correspondence from and to the FAA, the Division of Aviation, or other regulatory agencies that concern the Airport.
12. Manager may recommend updates to Airport policy and procedure manuals as necessary. It is understood by the parties hereto that the City has established Rules and Regulations for the Airport. Manager shall be consulted prior to any anticipated amendment of the same and Manager may recommend any amendment he deems worthy of consideration, understanding that the City will take such recommendations under advisement and that any implementation of such recommendations and/or variations thereto shall be in the City's sole discretion.
13. As may be more specifically provided for hereinafter, Manager shall adhere to safe work practices and procedures.
14. Manager shall assist, support, and cooperate with any City effort to advertise, solicit business, conduct promotional activities, or otherwise develop the Airport in a manner that furthers the maintaining of the current level of opportunities, business, and services at, as well as use of, the Airport; developing additional opportunities, business, and services at, as well as use of, the Airport; and increasing Airport revenues. The City shall be responsible for any expenses associated with such efforts that are initiated or implemented by the City. Notwithstanding the foregoing, Manager shall independently engage in similar efforts.
 - a. In this regard, Manager shall, among other things, endeavor to bring proposals for aeronautical related events such as "air shows" at the Airport to the City for approval. Such approvals shall take into consideration the possibility of Manager receiving some percentage of any profits that might be realized in exchange for Manager planning and operating such an event(s).

15. Manager shall monitor the non-aeronautical work performed and services rendered by non-aeronautical service providers under contract with the City at the Airport.
16. Manager shall recommend pricing and packaging for City services and products at the Airport.
17. Manager shall oversee the provision and maintenance of any courtesy vehicle, if provided by the City, at the Airport for limited use by transient pilots.
18. Manager shall oversee the operation of the Airport's aviation related communications systems and services.
19. Manager shall keep or cause to be kept complete records of the business conducted or transacted in relation to the Airport and any additional records reasonably requested by the City and, upon request of the City, provide any such records or reports required by the City, City Council or the City Manager. Manager shall provide statistical records related to the operation of the Airport to the City on a regular basis.
20. Manager shall be responsible for any equipment, materials, chemicals, etc. that are furnished by the City to facilitate the Manager's performance of the Manager's maintenance and other obligations hereunder.
21. In addition to the authority to supervise City employees at the Airport, Manager shall make recommendations, and provide evaluations upon request (to the extent of any such request), concerning the performance of such employees to the City Manager. Manager shall forward any and all issues concerning City employees under the Manager's supervision to the City Manager and document the same as may be requested.

B. The parties hereto recognize as well as acknowledge that the City is currently, and will become, a party to various leases of Airport property as well as other contracts related to the Airport and nothing herein shall be construed to affect the City's rights, obligations, or benefits controlled or derived from the same except as specifically provided for hereunder. The City reserves the right to further develop or improve the Airport property, facilities, and improvements thereon and to enter into additional leases and/or contractual relationships, including leases and/or contracts with fixed base operators. Manager shall assist the City with regard to the City's above referenced endeavors.

ARTICLE II
FUELING AND OTHER SERVICES

A. Manager shall manage and operate the existing fuel farm, including the self service fuel component thereof, utilizing the equipment currently owned or furnished by the City and located on the Airport.

1. The City shall purchase all aviation fuel to be dispensed at the Airport by the Manager or through self service. Manager shall be responsible for keeping detailed records of all such fuel sales, collecting all revenue associated with all such fuel sales, and delivering those revenues to the

City, with the understanding that payments for all such fuel sales shall be made directly to the City, in the City's name, either by check, credit, or monthly account.

2. The City shall specify the sales price of all aviation fuels to the public based upon and after considering the Manager's recommendation.
3. Manager shall pay the City the same, regular aviation fuel sale price as the public for any aviation fuel that is dispensed or sold to Manager.

B. Manager shall have the non-exclusive right, through Mission Air Care, LLC, to stock and sell aviation engine oils, aviation lubricants, pilot supplies, and similar aviation products; merchandise such as t-shirts that are approved in advance by the City; and bottled or canned drinks as well as pre-packaged snacks. Manager may utilize City owned vending machines, if available, for these purposes. Manager may retain all revenues associated with the foregoing. Manager expressly acknowledges that the City may, in its sole discretion, alter the non-exclusive right described above in whole or in part at any time.

C. The City has the right and does hereby reserve the right, to reclaim, take back, and provide the fueling services described herein. In order to exercise said right, the City must provide Manager with at least thirty (30) days written notice and the transition from the Manager to the City will occur on the first day of the month following said thirty (30) days written notice. Manager expressly waives, and releases the City from, any and all claims or damages whatsoever that may result from said notice and said transition of the fueling services from Manager to City. Upon any such transition, Manager shall no longer receive the percentage of profit for said aviation fuel sales provided for hereinbelow.

ARTICLE III **PAYMENT FOR SERVICES**

A. The City shall pay Manager a management fee of \$5,075.00 for each full month (pro-rated for any partial month) of the Initial Term (as hereinafter defined) of this Agreement for the Manager's services hereunder. Said amount shall be due and payable each month in advance, with the first such payment being due and payable on January 1, 2021 and each subsequent payment being due and payable on the 1st day of each month thereafter until the termination or expiration of this Agreement. For any additional term after the Initial Term as provided herein, a management fee of \$5,075.00 (for each full month) plus a percentage increase shall apply. The percentage increase shall be based on the percentage increase for the Consumer Price Index (CPI-U all items) for the South Region [South-Size Class B/C], if any, during the previous term of this Agreement or five percent (5%), whichever is less.

B. As an incentive, Manager shall also receive an additional payment at the end of any term of fifty percent (50%) of the City's profit on all documented aviation fuel sales during the term. The total incentive payment for fuel sales shall not exceed \$15,000 for any one term. The City shall, in its discretion, determine said profit based

upon, among possibly other things, the total of the aviation fuel sales revenues minus the associated expenditures such as: (1) the fuel farm utilities, (2) maintenance/repair of the fuel farm (3) fuel purchases, (4) contract services processing fees (credit card), and (5) rental of fuel truck.

C. As an additional incentive, Manager shall also receive an additional payment at the end of any term of six percent (6%) for all documented rental revenue from any existing or new leases of existing Airport facilities, any renewals of existing leases of existing Airport facilities, and any new leases of any newly constructed Airport facilities that are actually received by the City during the applicable term of this Agreement. This incentive includes, but is not necessarily limited to, rental revenue that is actually received by the City during the term of this Agreement from existing or new leases as well as renewals of existing leases for tie-downs, T-hangars, and hangars; new leases for subsequently constructed T-hangars and hangars; new ground leases; and the existing ground lease for the property currently leased to Washington Airport Solar, LLC. The parties shall collaborate in good faith at the end of a term to determine the amount of this additional incentive. The following leases or agreements shall not be included in determining the amount of this additional incentive: 1) Beaufort County Police Activities League, Inc. Facility Ground Site Lease Agreement Requiring Facility Construction, 2) Agreement to Maintain Deer Population at Washington-Warren Airport, and 3) Lease Agreement with Harry W. Meredith, Jr.

D. The City shall reimburse Manager for any documented expenses Manager incurs for continuing education as well as related expenses, including travel, that are substantially related to Manager's provision of the services required hereunder and that the City approves in advance, with the understanding that any such approval shall be in the City's sole discretion and shall be consistent with the City's then current, relevant policies and budget constraints.

ARTICLE IV **ACCEPTANCE, MAINTENANCE AND USE OF OFFICE AND AIRPORT**

A. Manager agrees to accept the office hereinafter described in the physical condition in which the same now is. As more specifically provided for herein, Manager further agrees to maintain the same in at least a like condition during the term of this Agreement, normal wear and tear excepted. Manager further agrees to surrender said office back to the City in as good a condition as the same now is, ordinary wear and tear excepted, upon termination of this Agreement.

B. As more specifically provided for herein, Manager shall maintain the Airport in a clean, neat and orderly manner so as to promote its use and abide by such reasonable requests as may be made by the City for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of equipment or discarded junk or the discharge of hazardous or otherwise regulated substances or chemicals onto the Airport.

ARTICLE V
PARKING SPACE

Manager may utilize such parking areas as are provided by the City at the Airport. When utilizing said parking areas, Manager shall give first consideration and priority to the general public's use of the same, their convenience, and their use of the Airport.

ARTICLE VI
TERM

The Initial Term of this Agreement shall begin as of the 1st day of January, 2021 and end on the 31st day of December, 2021 ("Initial Term"). Should the Manager and/or the City desire to extend this Agreement beyond the aforementioned Initial Term or any subsequent term, each party shall notify the other of their desire to extend this Agreement no less than 60 days prior to the then applicable expiration or termination date. If each party so notifies the other, the parties shall negotiate, in good faith, a new Agreement consistent herewith, with the exception that any such subsequent term shall be for a period of one year.

ARTICLE VII
RIGHTS, PRIVILEGES, OBLIGATIONS, AND RESPONSIBILITIES

- A. Manager is granted the following specific rights and privileges.
 - 1. The City hereby grants unto Manager the exclusive use of an office designated by the City in the Terminal Building. Manager accepts said office and building in its present condition and, during the term of this Agreement, agrees to maintain the interior appearance and cleanliness of the same in its present condition, ordinary wear and tear excepted, and, upon termination of this Agreement, to surrender the same in as good condition as the same now are, ordinary wear and tear excepted. It is understood by the parties hereto that the major structural and maintenance aspects of said building shall remain the responsibility of the City.

- B. Manager accepts the following obligations and responsibilities.
 - 1. Manager shall operate the Terminal Building, or cause the same to be operated, on the days and for the hours designated or directed by the City with the understanding that the cumulative hours for any one week will not exceed sixty three (63) hours and the hours the Terminal Building will be staffed by City employees will be within the budgetary or other constraints established by the City.
 - 2. Manager shall cause the office referenced above to be maintained in a presentable condition and equal in appearance and character to similar improvements on the Airport.
 - 3. Manager will not allow or make any unlawful, improper or offensive use of the Airport, including said office.

4. Any and all improvements to, use of, or activities upon the Airport, including said office, shall conform to and be consistent with the then current Airport plan, minimum standards, and the Rules and Regulations adopted for the Airport by the City, as may be amended.
5. Manager shall keep the City advised concerning all material aspects of Manager's activities, including but not limited to Manager's management and operation of the Airport and any compliance issues or other matters that come to Manager's attention. Upon request and as may be directed, Manager shall consult, cooperate, and coordinate with the City and the City's legal counsel regarding any such matters.
6. Manager shall ensure that services furnished to all users of the Airport shall be furnished on a reasonable, and not unjustly discriminatory, basis.

ARTICLE VIII **RULES AND REGULATIONS**

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

Manager agrees to observe and comply with the Rules and Regulations with respect to the use of the Airport, including said office; provided, however, that such Rules and Regulations shall be consistent with all rules, regulations, and orders of the Federal Aviation Administration; and provided further, that such Rules and Regulations shall not be inconsistent with the provisions of this Agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to Manager's use of the Airport, including said office. Manager further agrees to indemnify and hold the City harmless for any and all damage of any kind arising from Manager's failure to comply with the aforementioned Rules and Regulations, including, but not limited to, the cost of cleanup, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Manager.

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

ARTICLE IX
SUBORDINATION

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

This Agreement shall be interpreted and, if necessary, amended to ensure compliance with any applicable Federal obligations. If Manager refuses to effectuate any amendment hereto that may be required to ensure compliance with any applicable Federal obligation, such refusal shall constitute an event of default and this Agreement may be terminated as a result thereof upon notice from the City to Manager, notwithstanding anything herein to the contrary.

ARTICLE X
INDEMNIFICATION

The City shall stand indemnified by Manager as hereinafter provided. It is expressly understood and agreed by and between the parties hereto that Manager herein is and shall be deemed to be an independent contractor, responsible to all parties for his respective acts or omissions and the City shall in no way be responsible therefor. It is further agreed that, in the use of the Airport and the exercise or enjoyment of the rights and privileges herein granted, Manager agrees to indemnify, defend, and save harmless the City from any claim arising from the negligence of Manager.

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

ARTICLE XI
TERMINATION AND DEFAULT

A. This Agreement shall terminate at the end of its Initial Term, unless sooner terminated or renewed as provided for herein. As to said office, no holding over by Manager after the expiration or earlier termination of this Agreement shall operate to extend or renew this Agreement for any further term whatsoever; but Manager will, by any such holding over, become a tenant at will of the City. After any written notice by the City to vacate said office, continued occupancy thereof by Manager shall constitute Manager a trespasser.

B. This Agreement shall be subject to termination for cause by either party upon the occurrence of any of the following events.

1. The abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft.
2. Damage to or destruction of all or any material part of the Airport facilities.
3. The lawful assumption by the United States, or the State of North Carolina or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof.

C. This Agreement shall be subject to termination, with or without cause, upon thirty (30) days written notice by either party.

ARTICLE XII
SURRENDER OF POSSESSION

Upon termination at the expiration of the Initial Term or any subsequent term of this Agreement or upon earlier termination under any circumstances, Manager's right to use said office shall cease and Manager shall vacate the same without unreasonable delay. Manager shall surrender the same in approximately the same condition as upon taking of possession, allowing for reasonable wear and tear. Upon any such above termination, Manager shall have no further right or interest in said office.

ARTICLE XIII
INSPECTION BY LESSOR

The City may enter said office at any time for any purpose. Manager will provide the City with access to said office upon request.

ARTICLE XIV
NOTICES

Notices provided for in this Agreement shall be sufficient if sent by registered mail, postage pre-paid, and addressed as follows:

TO THE CITY: Attention: City Manager
City of Washington
P.O. Box 1988
Washington, NC 27889

TO MANAGER: Earl Malpass
2315 Aurora Road
Ernul, NC 28527

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

ARTICLE XV
GOVERNING LAW

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

ARTICLE XVI
SEVERABILITY

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

ARTICLE XVII
EFFECT OF WAIVER

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

ARTICLE XVIII
EFFECT OF AGREEMENT

All covenants, conditions, or provisions in this Agreement shall extend to and bind the legal representatives, successors and assigns of their respective parties. This Agreement is in lieu of any agreement heretofore reached, entered, or executed between

the parties hereto and any such prior agreement is hereby cancelled and no longer in effect.

ARTICLE XIX
ATTORNEY'S FEES

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

ARTICLE XX
ENTIRE AGREEMENT

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

ARTICLE XXI
MODIFICATION OF THIS AGREEMENT

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

ARTICLE XXII
OTHER BUSINESS AND ACTIVITIES OF MANAGER

During the term of this Agreement, Manager shall not engage in any activities which are functionally competitive with the services provided to the City. Notwithstanding the foregoing, the parties recognize and acknowledge that they have entered into that certain Maintenance Hangar (Portion) Lease and Fixed Base Operation - Aircraft Repair Services - Agreement, which agreement is distinctly separate and apart from this Agreement, and that Manager may continue to exercise the rights granted thereunder.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be duly and properly executed in duplicate originals as of the day and year first above written as evidenced by the authorized signatures below.

PRE-AUDIT CERTIFICATE

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

CITY OF WASHINGTON

Matt Rauschenbach,
Chief Financial Officer

CITY OF WASHINGTON

(CORPORATE SEAL)

By: _____
Jonathan Russell, City Manager
City of Washington

ATTEST:

Cynthia S. Bennett, City Clerk

MANAGER

Earl Malpass

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

I, _____, a Notary Public of the State and County aforesaid, do hereby certify that **CYNTHIA S. BENNETT** personally appeared before me this day and acknowledged that she is the City Clerk for the **CITY OF WASHINGTON**, a body politic and corporate, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Manager, sealed with its corporate seal and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____,
_____.

NOTARY PUBLIC

My Commission expires: _____

**STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT**

I, _____, a Notary Public of the County and State aforesaid, certify that **EARL MALPASS**, who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the _____ day of _____,
_____.

NOTARY PUBLIC

My Commission expires: _____