City of Washington
NORTH CAROLINA

Council Agenda
February 8, 2021 ~ 5:30pm

**Due to COVID-19 precautionary measures, the Washington City Council meeting will be held as a virtual meeting.*
**Contact the City Clerk at 252-975-9318 or cbennett@washingtonnc.gov if you would like to participate in the meeting.*
** The meeting will stream on https://vimeo.com/washingtonnc & https://www.facebook.com/CityOfWashingtonNC/*
** Public Comment Period – Comments can be emailed to the City Clerk at cbennett@washingtonnc.gov by 1:00pm on February 8, 2021*

Opening of Meeting

Pledge of Allegiance

Invocation

Roll Call

Approval of minutes from January 11 & 28, 2021 **(page 3)**

Approval/Amendments to Agenda

I. Consent Agenda:
   A. Adopt – Budget Ordinance Amendment for 15th Street Corridor Consulting **(page 17)**

II. Comments from the Public:

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

IV. Public Hearing 6:00pm- Other:
   A. Approve – Amendment to NC Performance Grant for Pamlico Yachtworks **(page 19)**

V. Scheduled Public Appearances:
   A. Presentation – Audit Report (Martin, Starnes & Associates, CPA's, P.A.) **(page 43)**

VI. Correspondence and Special Reports:
   A. Memo – PO's > $50,000 **(page 54)**

   B. Memo – Budget Transfers **(page 55)**

VII. Reports from Boards, Commissions and Committees:
   A. Report – Brown Library **(page 57)**
   B. Report – Washington-Warren Airport Advisory Board **(page 114)**
   C. Report – Anthony Tyre, Human Relations Council

VIII. Appointments: None

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IX. Old Business:

A. Approve – Subdivision Ordinance Variance Request for Moss East Development **(page 58)**

B. Adopt – Inner Banks STEM Center Lease Amendment **(page 64)**

C Approve – Expansion Budget Recreation Maintenance Workers **(page 81)**

D. Approve – Expansion Budget Human Resources Assistant **(page 82)**

E. Approve – Expansion Budget Customer Service Switchboard & Facility Attendant **(page 83)**

X. New Business:

A. Approve – Amendments to Human Relations Council By-laws **(page 84)**

B. Approve – Camping at Festival Park for April Cycle NC Event **(page 92)**

C. Award – Airport Engineering Contract **(page 93)**

D. Adopt – ADA Transition Plan **(page 94)**

E. Discussion – CIP Review (2021-2022 Focus) **(page 95)**

XI. Any other items from City Manager:

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

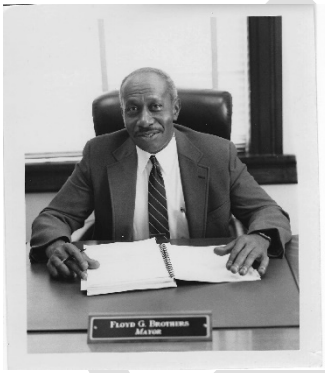
XIII. Closed Session: None

XIV. Adjourn: Until March 8, 2021 at 5:30pm

The Washington City Council met in a regular session on Monday, January 11, 2021 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, led the Pledge of Allegiance and delivered the invocation.

Mayor Sadler called for a moment of silence in memory of former Mayor Floyd Brothers who passed away today.



APPROVAL OF MINUTES:

By motion of Councilmember Renn, seconded by Councilmember Kane, Council approved the minutes of December 14, 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 Kane, seconded by Councilmember Finnerty, Council approved the agenda as amended.

- ADD - Under Item XII. Other Business from Mayor or other Members of Council: NCLM Municipal goals (Councilmember Pitt)

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

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CONSENT AGENDA:

By motion of Councilmember Finnerty, seconded by Mayor Pro tem Brooks, 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 – CARES Act Budget Ordinance Amendment

$346,046 CARES Act funds were distributed by Beaufort County. EMS salaries were reimbursed with the funding.

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:

010-3480-0526	CARES Act Grant Funding	$ 346,046

Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts to appropriate funds received through the CARES Act distributed by Beaufort County:

010-4400-5701	Miscellaneous	$ 346,046

Adopted this the 11th day of January, 2021.

ATTEST:

s/Cynthia Bennett
City Clerk

s/Donald R. Sadler
Mayor

COMMENTS FROM THE PUBLIC: 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:

Amount	*Vendor*	*Description*
$611,000	*Rivers & Associates, Inc.*	*Washington Medical District Stormwater Project*

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MEMO – BUDGET TRANSFERS *(accepted as presented)*

	Department/Account #	*Object Classification*	*Amount*
FROM:	*010-4400-5701*	*Miscellaneous*	*$3450*
TO:	*040-4340-5400*	*Insurance*	*$3450*

**Deductible*

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:

REPORT – LIBRARY *(accepted as presented)*

BROWN LIBRARY BOARD OF TRUSTEES VIRTUAL MEETING DECEMBER 17, 2020

The meeting was called to order at 4:00 by Chair Steve Moler. In attendance were Trustees Laura Toth, Leesa Jones, Mara Graves, and Barbara Grimes. Also in attendance were Librarian Sandra Silvey, Councilwoman Betsy Kane, and Mike Dail.

Sandra Silvey gave the Librarian's report, which included updates on the CIP closed stack project, activity on the 110th library anniversary celebration, increased online usage, and curbside services. There were 1902 curbside services. Book are being collected for the future Friends of Brown Library, TBA, by calling ahead for curbside pick-up. Sandra provided the following statistics: book circulation declined because of COVID closure but Ebooks up 24%; Eaudio up 29% and NCLive usage up 123%.

Officers for 2021 will remain the same. Sandra will forward information concerning the library budget and the staff are preparing the 2020 Annual Report.

Lengthy discussion followed concerning actions to be taken concerning library expansion. Steve and Sandra will determine a time to meet to discuss strategies.

Meeting adjourned at 5:30. Next meeting Thursday, January 21, at 4:00 PM.

APPOINTMENTS: BOARD OF ADJUSTMENT (ALTERNATE MEMBER)

By motion of Mayor Pro tem Brooks, seconded by Councilmember Kane, Council appointed Wali Saleem to the Board of Adjustment (Alternate Member) to fill a vacant term. Term to expire June 30, 2023.

VOTE: BOA appointment	**YES**	**NO**
Mayor Pro tem Brooks	**x**	
Councilmember Finnerty	**x**	
Councilmember Kane	**x**	
Councilmember Pitt	**x**	
Councilmember Renn	**x**	

OLD BUSINESS: NONE

NEW BUSINESS:

ADOPT – JOINT ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WASHINGTON AND CLEANAIRE LLC OPERATING AS PAMLICO AIR

Martyn Johnson, Economic Development Director reviewed the request with Council and introduced Elizabeth Underwood (new EDC employee). Mr. Johnson stated the Beaufort County Board of Commissioners approved a $75,000 performance grant last week.

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Agenda Title: Request for the City Council vote to allow the Mayor to have staff complete and then sign the attached economic development performance grant to the EDPNC Project River Breeze aka Pamlico Aire aka Pamlico Air (the Company) to establish a manufacturing plant in the City of Washington.

Presenter: Martyn Johnson, Economic Development Director

Summary of Information: Project River Breeze is an expansion of an existing manufacturing company into a new product line. The company currently has plans to locate a facility in City of Washington, NC rather than Texas based on incentives from the State and local levels.
Other funding for the Company's project is described in the below table:

Pamlico Air - Project River Breeze	CDBG-BR	OneNC	County Performance Grant	City Performance Grant
Years	2	3	5	5
Total Investment	$1,817,200	$1,450,000	$3,050,000	$3,050,000
Jobs	33	39	43	43
Wage Rate	$38,008	$38,012	$39,651	$39,651
Incentive	$400,000	$120,000	$75,000	$65,000

Investment and Jobs: The company plans to invest $2,100,000 in a facility and $950,000 in equipment. Once at full capacity after 5 years, the company will employ 43 full-time employees paying an average annual wage of $39,651. The average 2020 County wage rate was $38,008. The jobs will include engineers, shift managers, assemblers, and administration positions. The property tax revenue over 10 years from the company with $2,100,000 in a facility and $950,000 in equipment with a twelve-year depreciable life is estimated at $157,797. It is proposed the County assist the company to locate its facility, equipment and 43 full-time employees paying an average annual wage of $39,651 through an economic development performance grant of $65,000.

Economic Development Grant: The economic development performance grant will only be paid after the City has collected the company's property taxes for the year and will not exceed the property taxes paid in that year. If the jobs are not created and/or held for the time period specified (the grant period of 5 years plus 1 year) the economic development performance grant will be returned to the City proportional to the number of jobs not created.

Submitter Recommendations/Motions: The staff requests the City Council vote to allow the Mayor to have the staff complete and then sign the attached estimated $65,000 economic development performance grant to support with the aid of NCDOC, EDPNC and other economic development allies the creation of 43 full-time jobs and an investment of $3,050,000 in the City of Washington, NC.

By motion of Councilmember Renn, seconded by Councilmember Finnerty, Council adopted the Joint Economic Development Agreement between the City of Washington and CleanAire LLC operating as Pamlico Air. **(copy attached)**

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

ADOPT – AVIATION DEVELOPMENT INVESTMENT GRANT (ADIG) POLICY

The City Manager reviewed the request with Council noting the policy establishes grant eligibility and evaluation guidelines for economic development projects within the boundaries of the Washington Warren Field Airport. It will also serve as a recruiting tool to assist the airport with various expansion and renovation plans.

A motion was made by Councilmember Kane and seconded by Councilmember Renn to adopt the Aviation Development Investment Grant (ADIG) Policy as an addition to the Washington Warren Field Airport's long-term Strategic Business Plan. Councilmember Kane suggested an amendment to policy #9. Mr. Russell explained this is a working document and can be amended as needed. Mr. Holscher explained any project that would come to fruition because of this policy would require Council approval. Councilmember Kane withdrew her suggestion for amending policy #9.

By motion of Councilmember Kane, seconded by Councilmember Renn, Council adopted the Aviation Development Investment Grant (ADIG) Policy as an addition to the Washington Warren Field Airport's long-term Strategic Business Plan.

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

Washington Warren Field Airport
Aviation Development Investment Grant (ADIG) Policy Guidelines

The City of Washington hereby establishes the Airport's Aviation Development Investment Grant Policy guidelines to implement into the Airport Strategic Business Plan to encourage the development, expansion and renovation of airport facilities and the location of aircraft and ancillary equipment within the boundaries of the Washington Warren Field Airport. Each new expansion or renovation project will be considered for investment support on a case-by-case basis. The City of Washington Council adopts these guidelines pursuant to authority granted by NCGS 158-7.1.

Qualifications

1) *Project must be competitive and involve a facility, aircraft or equipment used or associated with airport operations. Other competitive projects may be considered.*

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2) *Capital investment (facility, aircraft and equipment) for a new project of at least $1,000,000 or capital investment (facility, aircraft and equipment) for expansion or renovation of at least $300,000.*
3) *Creation or retention of quality jobs paying at least 100% of the average wage in Beaufort County.*

Use of Grant Funds

Funds can be used for any purpose under NCGS 158-7.1, including, but not limited to, site preparation, facility construction or renovation, internal and external infrastructure, site improvements, job training, equipment purchase, other purposes that increase value to the community. It is in the complete discretion of the governing bodies whether to make an airport strategic development investment grant.

Relevant Factors in Consideration of a Grant

1) *Total taxable capital in the project, including but not limited to site improvement, building cost and equipment cost defined in the project or have a high probability of being an outgrowth of the project.*
2) *Type, number and quality of full-time jobs created.*
3) *Wage levels and benefits for jobs created.*
4) *Potential for future capital expansion and increased employment.*
5) *Site-specific issues that impact positively on public infrastructure expansion, which will stimulate development at the airport and in other areas of the City; thereby, benefitting overall community development.*
6) *Potential for the project to attract other companies/services which would be suppliers to, or affiliated with, the airport.*
7) *Other factors that increase value in the community as determined by the Washington City Council on a project-by-project basis.*
8) *Environmental, labor and legal issues relevant to the company's history or proposed location.*

Procedures for Investment Grant Consideration

1) *Company will negotiate the grant agreement terms with the City Manager, Airport Manager and City Attorney. The City Council has sole discretion and authority to approve such grants.*
2) *The City will conduct a financial review of the company, as necessary, to assure it can meet its performance requirements and cost/benefit analysis.*
3) *A public hearing will be held regarding the proposed grant at a time agreeable to the company.*
4) *The City Council will approve the terms of the agreement by resolution and, in doing so, must specifically find that the project will benefit public interest and promote the public welfare of all City of Washington citizens.*
5) *A grant agreement will be executed which contractually binds the City to make grants, and the company to meet the taxable capital investment, job creation and wage-level requirements, which are mutually agreed upon. Failure of the company to meet its performance requirements will result in the recoupment of a pro rata portion of any grants given previously or a pro rata reduction of future grants.*

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6) *The company will provide annual verification of its compliance with the requirements to which it has agreed.*

Grant Follow-up

Each grant will be monitored and evaluated over the life of its implementation and thereafter as found useful to ensure compliance with the grant agreement and assess results with the factors that were considered in approving the grant, as follows:

1) *The grant will be monitored on a timely annual basis to determine compliance with the grant agreement and identify corrective actions if unforeseen factors cause the project to fall out of compliance with the grant agreement; and*
2) *The grant will be monitored over the life of the grant and thereafter as found useful to compare its airport development results with assumptions and factors that were considered in approving the grant, and identify lessons learned that can be applied to future grants.*

These guidelines are effective as of January 2021.

PUBLIC HEARING (ZONNG): 6:00PM

APPROVE - REZONING REQUEST FOR 169 WHICHARDS BEACH ROAD FROM RA-20 (RESIDENTIAL AGRICULTURAL) TO B-2 (BUSINESS COMMERCIAL)

BACKGROUND AND FINDINGS: A request by NC Assemblies of God to rezone a 1.00 acre parcel of land located at 169 Whichards Beach Road in Washington. The property is identified by the Beaufort County Tax Office as parcel number 5675-32-4558 and is currently zoned RA-20 (Residential Agricultural). The proposed zoning requested is B-2 (Business Commercial). The intersection of Highway 17 Business and Whichards Beach Road is considered a Commercial Node because all properties are zoned B-2 (Business). The future land use map recommends Office/Institutional development for this area, however commercial development currently exist in this area. In Staffs 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 December 22, 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. John Watford presented his request to Council noting he would like to rezone 169 Whichards Beach Road from RA-20 to B-2.

There being no other comments, Mayor Sadler closed the public hearing at this time.

By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council accepted the recommendation of the Planning Board and adopted the request from NC Assemblies of God to rezone parcel #5675-32-4558 from RA-20 (Residential Agricultural) to B-2 (Business Commercial).

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

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

WHEREAS, a request has been made to rezone a 1.00 acre parcel of land located at 169 Whichards Beach Road in Washington from RA-20 (Residential Agricultural) to B-2 (Business Commercial). The property is identified by the Beaufort County Tax Office as parcel # 5675-32-4558 and is further described in Deed Book 1770, Page 305 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 January 11, 2021; 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 11th day of January 2021.
ATTEST:

s/Cynthia Bennett	s/Donald R. Sadler
City Clerk	Mayor

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PUBLIC HEARING (OTHER): 6:00PM
ADOPT – RESOLUTION ORDERING THE CLOSURE AND ABANDONMENT OF A PORTION OF WEST 9TH STREET

BACKGROUND AND FINDINGS: On December 14, 2020, the Washington City Council adopted a Resolution of Intent to close a 50-footwide, 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". The Resolution of Intent to close the street was published four consecutive weeks in the local newspaper. All adjoining property owners were notified and the Resolution was posted at each end of the right-of-way.

Mayor Sadler opened the public hearing at this time. Mr. Russell stated staff has no objections to the request as long as we maintain a utility easement at this location. Mr. Holscher noted the resolution needs to be amended prior to recording. There being no additional comments, the public hearing was closed at this time.

By motion of Councilmember Pitt, seconded by Councilmember Kane, Council adopted the Resolution ordering the closure and abandonment of a portion of West 9th Street as shown on the survey

map and reserved the entire area as a utility easement for the City of Washington and authorized staff to revise the description relating to the survey prior to recording the document.

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

A RESOLUTION ORDERING THE CLOSURE AND ABANDONMENT OF PORTIONS OF UNIMPROVED RIGHT-OF-WAY OF WEST 9TH STREET

WHEREAS, on the 14th day of December, 2020, the City Council (Council) of the City of Washington (City) directed the City Clerk (Clerk) to publish 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) in the Washington Daily News once each week for four successive weeks. Said Resolution of Intent advised the public that a public hearing would be conducted by City Council at 6:00 p.m. on this the 11th day of January, 2021.

WHEREAS, said portions of West Ninth Street (Abandoned Portions of W. 9th Street) under consideration to be closed and abandoned are more particularly described as follows.

ALL of the area labeled Proposed Permanent Street Closure & City of Washington Utility Easement as shown on that survey by Hood Richardson, P.A. entitled "Petition to Close West 9th Street Between Carolina Avenue & Washington Street", said survey being recorded in Plat Cabinet____, Slide _____, Beaufort County Registry. Reference is herein made to said plat for a more complete and accurate description.

WHEREAS, on the 14th day of December, 2020, the Council also directed the Clerk to provide, by registered or certified mail, a copy of the Resolution of Intent to all persons who own property that abuts said Abandoned Portions of W. 9th Street, as shown on the county tax records, and the Clerk has advised the Council that the Clerk has done the same.

WHEREAS, the Clerk has also advised the Council that adequate notices were posted on the Abandoned Portions of W. 9th Street as required by North Carolina General Statute § 160A-299.

WHEREAS, the Council has provided a full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the potential closure and abandonment of the Abandoned Portions of W. 9th Street during the public hearing held this the 11th day of January, 2021.

WHEREAS, after a full and complete consideration of the matter, it now appears to the satisfaction of the Council that the closure and abandonment of said Abandoned Portions of W. 9th Street are not detrimental to the property rights of any individual or contrary to the public interest, and that no person who owns property that abuts or is in the vicinity of the Abandoned Portions of W. 9th Street will be deprived of a reasonable means of ingress and egress to their property as a result of said closure and abandonment.

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NOW THEREFORE BE IT RESOLVED AS FOLLOWS.

1) Subject to the reservation of an easement to the City for utilities as hereinafter more particularly provided for, said Abandoned Portions of W. 9th Street are hereby ordered closed and abandoned, and all right, title and interest that may be vested in the public to said areas for street or alley purposes is hereby released and shall be conclusively presumed to be vested in those persons or entities owning lots or parcels of land adjacent thereto in accordance with the provisions of North Carolina General Statute § 160A-299.

2) The City hereby reserves an easement for utilities over, in, and below the entirety of said Abandoned Portions of W. 9th Street as more particularly described hereinabove.

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

Adopted this 11th day of January 2021.

ATTEST:

s/Cynthia Bennett
City Clerk

s/Donald R. Sadler
Mayor

APPROVE - SUBDIVISION ORDINANCE VARIANCE REQUEST FOR MOSS EAST DEVELOPMENT

BACKGROUND AND FINDINGS: Moss East Development is a plan to extend the Washington Downtown District and adjacent historic neighborhoods. The purpose of this extension is to improve connectivity by adding compact architectural homes; redesigning and interconnecting streets as well as sidewalks. The variances requested in the handout are generally acceptable and technically feasible within the street and lot layout proposed. Additional technical detail will be evaluated by staff prior to final subdivision plat approval.

Jim Wiley joined the meeting at this time and reviewed his request with Council. He noted they are dealing with an odd shaped piece of property and are trying to open up this area for the public to enjoy and open up views of the river.

Council members asked for and received clarifications on Mr. Wiley's plans for the development. After much discussion, Mayor Sadler suggested tabling this item until February 8. City Manager, Jonathan Russell suggested a dedicated work session regarding this matter during the week of January 25.

ANY OTHER ITEMS FROM CITY MANAGER: DISCUSSION – ZEN CITY/POLCO

The City Manager discussed Zen City/POLCO noting these are software packages that help solicit public input and increases citizen engagement and transparency. We are currently looking at options for different vendors.

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UPDATE – ANNEXATION UPDATE

The City Manager noted the Pamlico Animal Hospital annexation is still in process.

UPDATE – INNER BANKS STEM CENTER FACILITY GROUND SITE LEASE AGREEMENT

The City Manager provided an update on the Inner Banks STEM Center ground site lease agreement. He commented staff feels comfortable with the suggested changes as proposed and the final document should be ready by February.

UPDATE – SIDEWALKS

An update was provided regarding bids for sidewalk installation on 7th, 8th, 9th & 13th Streets.

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

Councilmember Pitt provided an update regarding the NCLM goal setting session. Councilmember Pitt is the voting delegate for the City and he will forward a list of goals to the Council members for their review.

Councilmember Kane discussed an article in the NCLM magazine regarding NC Broadband.

Councilmember Pitt discussed the need to change the City Charter to reflect a term of four years for Council members.

Councilmember Finnerty explained the subcommittee (Finnerty, Renn & Russell) have been reviewing how the Historic Preservation Commission addresses Certificates of Appropriateness and they have been reviewing the HPC guidelines. The subcommittee hopes to provide a report at the February 8 Council meeting.

Mayor Sadler noted citizens need to contact Erin Jones, Director of Government Affairs if they are experiencing issues with Suddenlink – her contact information will be on the City of Washington Facebook page. Citizens also need to contact our State Representatives to repeal House Bill 129.
Erin Jones, Director of Government Affairs, 4939 Teays Valley Road, Scott Depot, WV 25560; Phone: 304-932-4888; email: erin.jones@alticeusa.com

CLOSED SESSION: NONE

ADJOURN

By motion of Councilmember Kane, seconded by Mayor Pro tem Brooks, Council adjourned the meeting at 6:50pm until February 8, 2021 at 5:30pm.

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk

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The Washington City Council met in a special session on Thursday, January 28, 2021 at 1:00pm as a virtual meeting. Present: Donald Sadler, Mayor; Richard Brooks, Mayor Pro tem; Mike Renn, Councilmember; Virginia Finnerty, Councilmember; Betsy Kane, Councilmember and William Pitt, 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.

DISCUSSION: MOSS EAST DEVELOPMENT

City Manager, Jonathan Russell provided a brief history of the Moss East Development and explained we are still in the review process of the site plan. One of the points of concerns is how public access and our existing pedestrian system will work with this subdivision. We have reviewed a number of plans that address the overall plans for the City. General consensus is that we would like to improve the pedestrian network citywide. Mr. Russell discussed two potential options: extend the boardwalk eastward over the river, in the direction of Havens Garden or connect the boardwalk to a sidewalk or

road network heading eastward from within the new neighborhood. The two main options we have discussed have financial implications from a feasibility standpoint.

The City Attorney reviewed the granting of a variance is at Council's discretion. Council, at a minimum could require a walkway throughout the entire development that is not gated/locked that the public would have access to. He also felt the Council could require a dock that is accessible by the public. He continued by saying, Council could condition their approval upon granting such an access.

Mayor Sadler inquired if Mr. Wiley would be willing to donate the waterside easement to the City. Mr. Russell said the developer is open to discussing potentially selling an access easement to the city to construct a boardwalk, which could cost the city between $500,000 and $2 million for the purchase alone. Councilmember Kane discussed possible grants for public access and land acquisitions.

The City Attorney discussed the process for obtaining an easement as well as the process for establishing the purchase price of said easement.

Mr. Russell explained discussions were held with the developer about several potential ways of promoting public access, such as giving the city ownership of the Water Street extension, which is expected to be a central part of the new development. This would ensure that it would remain a public street in perpetuity. There has also been some discussion about offering a public space for a viewing platform on the eastern edge, eastern boundary of the property.

Councilmember Finnerty read a statement expressing her support for the installation of the boardwalk noting it would be a project for all of Washington. It would be a unique feature that would attract more homebuyers and tourists, bringing revenue to the city, allowing it to pay for itself in a matter of a few years. This was a long-term goal she had discussed with former Mayor Mac Hodges. Councilmember Kane also spoke about the installation of a public park or green space near the development as it relates to the subdivision ordinance. She is completely opposed to the idea of a private waterfront park in the heart of our downtown neighborhoods.

Jim Wiley, Beacon Street Development President said Moss East was planned with the city's long-term goal of adding eastward travel routes in mind. He noted that the property was always fenced off and inaccessible to the public when occupied by Builders FirstSource. He is trying to embrace connectivity to Havens Garden. The proposed boardwalk is well intentioned, but to have it made public would be a significant impact to homes. We have been moving forward and do not have luxury of putting this on hold. If the city wants the boardwalk, then Council needs to authorize the manager to negotiate a contract within 30-60days to move forward with contract negotiations.

Councilmember Brooks asked for and received clarification on storm water runoff from the development. Mr. Wiley said this plan actually reduces the current impervious surface by 15-20%. We will have grassy areas and other areas to help clean the runoff.

Councilmember Renn said it is hard to argue with Councilmember Finnerty's comments, but most of the information that has been put forward are people's opinions and not actual data. He has talked to numerous people and they are about 50/50 on the installation of the boardwalk. He said when he discussed the financial aspect with them; they say this money could be used to improve other parts of the city. When we say we want to do something for everyone in Washington it appears we only do

things downtown – we need to also concentrate on other parts of the city. Our gateways do not look very good.

Councilmember Pitt said we cannot hastily rush into or walk away from this project.

ADJOURN

By motion of Councilmember Pitt, seconded by Councilmember Kane, Council adjourned the meeting at 2:15pm until Monday, February 8, 2021 at 5:30pm.

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk

DRAFT

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To:	**Mayor Sadler & Members of the City Council**
From:	**Matt Rauschenbach, Administrative Services Director/C.F.O.**
Date:	**January 21, 2021**
Subject:	**15th Street Corridor Consulting**
Applicant Presentation:	**N/A**
Staff Presentation:	**N/A**

RECOMMENDATION:
I move that City Council adopt a Budget Ordinance Amendment for consulting on the 15th St. corridor project.

BACKGROUND AND FINDINGS:
Provide funding for the evaluation approved by Council.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT
__ Currently Budgeted (Account _____) __X_ 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:

010-3991-9910	Fund Balance Appropriated	$ 75,000

Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts to appropriate funds for consulting on the 15th St. corridor project:

010-4510-0400	Professional Services	$ 75,000

Adopted this the 8th day of February, 2021.

_____
MAYOR

ATTEST:

_____
CITY CLERK

City of Washington Agenda Abstract
Meeting February 8, 2021 - 5:30 PM

Agenda Title: Amendment of City of Washington, NC Performance Grant for Pamlico Yachtworks

Presenter: Martyn Johnson, Beaufort County Economic Development Director

Summary of Information: Pamlico Yachtworks designs and manufactures energy efficient MJM motor yachts. In late 2020 the company moved from 720 Page Road to 230 Clarks Neck Road to acquire more space at a reasonable price bring jobs and investment to a plant that was closed by Parker Hannifin in 2018.

To the left is a picture of the first MJM Yacht built by Pamlico Yachtworks. The boat was built at the Beaufort County Committee of 100 Industry Ready Building (IRB) and is now harbored in Sanibel, FL. The IRB now houses Pamlico Air's first venture into HEPA filters.

Investment and Jobs: Pamlico Yachtworks will now over 5 years create or cause to be created an estimated $9,800,000 (previously $10,780,000) in new fixed asset (building renovation and equipment) investment and a minimum of 166 new jobs (previously 207) at an average annual wage of $41,073 (previously $45,637) over 5 years. The proposed City performance grant will be based on these investment and job creation numbers with the anticipated amount of the grant at this time being $90,000 (previously $155,000) over the five years.

Grant: A performance grant requires the company to have no outstanding obligations with the City and to meet its capital investment and job creation goals in order to receive the proposed grant funding. If the jobs are not created and/or held for the time period specified (the grant period of 5 years plus 1 year) the economic development performance grant will be returned to the City proportional to the number of jobs not created. The City intends to use general fund revenues as the source of funding for this grant. The public benefits derived from this performance grant are an increase in the tax base and the creation of new jobs in Washington, NC.

Submitter Recommendations/Motions: Request the City Council approve and have the Mayor sign with staff assistance the amended City of Washington, NC Pamlico Yachtworks Performance Grant.

THE CITY OF WASHINGTON, NC
JOINT ECONOMIC DEVELOPMENT AGREEMENT

This **JOINT ECONOMIC DEVELOPMENT AGREEMENT** (the **"Agreement")** is made and entered into this ____day of _____ 2021, by and between **The City of Washington** (the **"City")** and **MJM Yachts LLC operating as Pamlico Yachtworks LLC ('THE COMPANY').**

WITNESSETH

WHEREAS, the City is desirous of fostering economic development within its boundaries, and

WHEREAS, North Carolina General Statutes Section 158-7.1(a) authorizes the City to make appropriations for the purpose of adding and encouraging the location and expansion of manufacturing enterprises and industrial and commercial plants in or near its boundaries, and

WHEREAS, THE COMPANY is a North Carolina Limited Liability Company (LLC), registered with the State of North Carolina, and lawfully authorized to do business within the State of North Carolina, and

WHEREAS, THE COMPANY is engaged in the manufacturing of motor yachts within the meaning of North Carolina General Statutes Section 158-7.1, and

WHEREAS, THE COMPANY has indicated an intent to renovate property within the limits of the City as described in **Exhibit "A"** attached hereto, in order to cause to be constructed/renovated a yacht manufacturing facility (the **"Facility"),** and

WHEREAS, in order to engage in such enterprise, THE COMPANY intends to cause to be renovated and to occupy a building thereon for use as the Facility and acquire and/or relocate equipment and install the same therein, and undertake such other work as may be appropriate in THE COMPANY's opinion to accomplish the renovation and equipping of the Facility described herein such as lease or acquisition of real property, construction on site and building improvements, and the acquisition and/or relocation and installation of

equipment and other work with respect to the real property and Facility by THE COMPANY collectively constitute the **"Improvements",** and THE COMPANY anticipates that the total cost of the **NEW** Improvements, including the cost of the real property and inclusive of any equipment or fixtures and labor costs, during the improvement period, as defined below, is expected to be **NINE million and EIGHT hundred thousand and no/100 ($9,800,000.00)** Dollars, comprised of real property construction and/or improvements and in tangible personal property, **NOT** to include the anticipated purchase of ONE million and FIVE hundred thousand of existing real property, and

WHEREAS, the **NEW** Improvements and equipment are expected to **INCREASE** the tax base of the City by a $9,800,000.00 amount, and

WHEREAS, as an inducement to THE COMPANY, and to assist THE COMPANY in connection with the improvements, the City is willing to appropriate and expend City funds to provide certain economic development incentives, as provided in this Agreement, all such appropriations and expenditures to be made pursuant to the terms and conditions of this Agreement and NCGS Section 158-7.1(a), and

WHEREAS, the City has approved the appropriation and expenditure as hereinafter set forth for the specific purpose of making economic development grants based on the value of the Improvements to be made, and

WHEREAS, in consideration of these economic development incentives THE COMPANY agrees to comply with the covenants and conditions binding upon it as set forth in this Agreement, and

WHEREAS, the parties are desirous of reducing their agreement to this written form,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows, to-wit:

The City acknowledges that THE COMPANY will own or control through a lease agreement the existing real property and structure being renovated in this Agreement. The City and THE COMPANY agree that this Agreement shall apply

only with respect to Improvements undertaken by THE COMPANY between **November 12, 2019 and December 31, 2024 (the "improvement period")** unless, after appropriate notice and public hearing as required by law, the parties shall agree in writing to extend the same but in no event shall the amounts established herein be increased due to any extension of time for fulfillment of the terms and conditions of this Agreement

1. City Initial Documentation Requirements This Agreement is executed subject to the fulfillment, on or before **March 1, 2021,** of each of the following conditions precedent, except to the extent that THE COMPANY may, in its absolute discretion, waive one or more thereof in whole or in part:

   1.1 The City shall deliver to THE COMPANY an Opinion of Counsel for the City, in form and substance reasonably satisfactory to THE COMPANY, that this Agreement has been duly authorized, executed and delivered by the City,

   1.2 The City shall deliver to THE COMPANY, in form and substance reasonably satisfactory to THE COMPANY, evidence in the form of certified minutes duly approved and adopted authorizing the economic development incentives set forth in this Agreement,

   1.3 The City shall deliver to THE COMPANY an Opinion of Counsel for the City, in form and substance reasonably satisfactory to THE COMPANY, stating that this Agreement complies with the terms and requirements of NCGS Section 158-7.1(a) and is binding upon and enforceable against the City by its terms.

   City agrees to use its best efforts to cause such conditions to be satisfied on or before the date set forth in the first sentence of this Section 1.

2. THE COMPANY Initial Documentation Requirements This Agreement is executed subject to the fulfillment, on or before **March 1, 2021,** of each of the following conditions precedent, except to the extent that the City may, in its absolute discretion, waive one or more thereof in whole or in part

2.1 THE COMPANY shall deliver to the City a certificate confirming that it will own or control through a lease agreement the real property and that the construction, acquisition and/or installation of the improvements and equipment will result in **the creation by THE COMPANY of 166 jobs mirroring the minimum the NCDOC JDIG agreement dated November 12, 2019 of 166 jobs in The City of Washington by no later than December 31, 2024, and the average wage rate for all new positions will be $41,073.00 per annum** as computed by the North Carolina Employment Security Division (NCESD) for the most recent period for which data is available. Such certificate shall be in the form or substantially in the form of the ESD UI101 certificate. The jobs must be held as created for the 5 years of the grant plus one year (through December 31, 2025 as currently stated). If the jobs are not created and/or held as created during the grant period plus one year the economic development grant will be returned to the City proportional to the number of jobs not created and/or held.

2.2 An Opinion of Counsel for THE COMPANY, in form and substance reasonably satisfactory to the City, that this Agreement has been duly authorized, executed and delivered by THE COMPANY, and

2.3 An Opinion of Counsel for THE COMPANY, in form and substance reasonably satisfactory to the City, stating that this Agreement is binding upon and enforceable against THE COMPANY in accordance with its terms.

3. Representations and Warranties by City and THE COMPANY

In order to induce the City to enter into this Agreement and to appropriate and expend monies for payment of economic development incentives pursuant to this Agreement, The City and THE COMPANY represent and warrant to each other the following as of the execution date hereof.

3.1 Representations and Warranties by City

City represents, warrants and covenants to the company that

3.1.1 (1) City is a duly authorized and existing public body corporate and politic and Instrumentality of the State of North Carolina created and existing under the laws of the State of North Carolina,

(2) City has full right and authority to enter into this Agreement and to consummate the transactions contemplated herein,

(3) each of the persons executing this Agreement on behalf of City is authorized to do so,

(4) this Agreement constitutes a valid and legally binding obligation of City, enforceable in accordance with its terms,

(5) City will execute and deliver such other documents, instruments, agreements, including but not limited to affidavits and certificates reasonably necessary to affect the transaction contemplated herein, and

(6) City will take all such additional action reasonably necessary or appropriate to effect and facilitate the consummation of the transaction contemplated herein.

3.1.2 Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by City of any judgment, order, writ, injunction or decree issued or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending against City which questions the validity or enforceability of this

Agreement or the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.

3.1.3 The City has no knowledge of, nor has the City received any notice of, any actual or threatened action, litigation or proceeding by any organ1zation, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Facility or City, nor has any such organization, person, individual or governmental agency communicated to City anything which City believes to be threat of any such action, litigation or proceeding with respect to the Facility or the terms of this Agreement.

3.1.4 The City has not received any notice of any violations of law, municipal or City ordinances, or other legal requirements with respect to the Facility or with respect to the use, occupancy or construction thereon.

3.2 Representations and Warranties by THE COMPANY

3.2.1 THE COMPANY is a North Carolina Limited Liability Company duly organized and existing under the laws of the State of North Carolina, has a place of business within the State of North Carolina, and is in good standing and authorized to do business in the State of North Carolina;

3.2.2 THE COMPANY has the corporate power and authority to own its properties and assets and to carry on its business as now being conducted and has the corporate power and authority to execute and perform this Agreement;

3.2.3 (1) This Agreement is the valid and binding instrument and agreement of THE COMPANY, enforceable against THE COMPANY in accordance with its terms, (2) does not violate any order of any court or other agency of government binding on THE COMPANY, the charter documents or operating agreement of - THE COMPANY or any provision of any

indenture, agreement or other instrument to which THE COMPANY is a party, and (3) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any indenture, agreement or other instrument to which THE COMPANY is a party;

3.2.4 There is no suit, claim, action or litigation pending, or to the best knowledge of THE COMPANY threatened, relating to the Improvements or the use of the Improvements for their intended purpose;

3.2.5 To the best of THE COMPANY's knowledge, there is no impediment to the use of the real property for the purposes contemplated by this Agreement;

3.2.6 THE COMPANY is not engaged in a business that would be exempt from property taxes.

4. <u>THE COMPANY Expenditures for Renovation/Improvements/Investment Goals</u>

Subject to satisfaction of the conditions set forth in Sections 1, 2 and 3 above, THE COMPANY covenants and agrees with the City that in consideration of the appropriation and expenditure of the City of such economic development incentives, Per the NCDOC JDIG agreement dated November 12, 2019 THE COMPANY shall make substantial improvements to the real property and invest in equipment, and the aggregate of such expenditures is expected to be:

NINE MILLION AND EIGHT HUNDRED THOUSAND ($9,800,000.00) in improvements/'renovations, and equipment.

The foregoing shall be the "Investment Goals" under this Agreement

THE COMPANY agrees it will maintain in place said improvements /renovations and equipment over the incentive period of five (5) years plus

one year, however, that the foregoing shall not limit or restrict THE COMPANY's ability to remove or replace any equipment contained in the Facility, or remodel or expand the Facility, in the ordinary course of business.

5. City's Payment of Economic Incentives

In consideration of the obligations of THE COMPANY hereunder and in order to induce THE COMPANY to enter into this Agreement and renovate the Facility and invest in necessary equipment, The City by execution hereof by its officers with full authority, hereby agrees to provide certain economic development incentives to THE COMPANY as contained herein. Payment of the economic development incentives will be made as provided in this Paragraph 5. Payment of such incentives will be made in proportion to the completion of the renovations/improvements and purchase of equipment, for all structures which are a part of the renovation/Improvements, in an amount which will not exceed **NINETY THOUSAND DOLLARS ($90,000) over the 5-year incentive period.**

The economic incentive may be payable in annual installments, beginning after ad valorem taxes have been paid by or by the property owner on behalf of THE COMPANY in Calendar Year two (2) through after ad valorem taxes have been paid by THE COMPANY in Calendar Year six (6) For purposes of this Agreement, "CY 1" (Calendar Year 1) means calendar year 2020 and "CY 2" through "CY 6" means the succeeding five (5) calendar years.

Upon payment of ad valorem taxes by THE COMPANY to the City for each of CY 2 through CY 6, and delivery to the City by THE COMPANY of certificates in the form or substantially in the form attached hereto as **Exhibit "C",** attributable to the renovations/improvements made to the date of such certification plus THE COMPANY's NC ESD UI 101 Third Quarter Report to valid job and average wage numbers. The City will, within thirty (30) days after THE COMPANY delivers such certificates, in each of CY 2 through CY 6, pay to THE COMPANY an economic

development incentive payment as provided herein. The amount of each annual (CY 2 through CY 6) payment will not to exceed the total ad valorem tax revenue paid by or by the property owner on behalf of THE COMPANY in such Calendar Year that is attributable to the value of the renovations/improvements and equipment investment made by THE COMPANY at the Facility pursuant to this Agreement or otherwise. This same process will be followed by the City in each of CY 2, CY 3, CY 4, CY 5 and CY 6.

No incentives will be paid by the City after the fifth year (CY 6) as pursuant to this Agreement, but nothing in this Agreement precludes the City and THE COMPANY from entering into a subsequent agreement pertaining to other economic development incentives. During Calendar Years 2 through 6, THE COMPANY shall furnish to the City on or before December 15 of each year the certifications required by this Paragraph if requested, THE COMPANY shall provide the City, at THE COMPANY'S expense, independent certification as to such expenditures. It is understood and agreed that THE COMPANY will treat such incentive payments as non-shareholder contributions to capital as defined in Section 118 of the Internal Revenue Code of 1956. Economic development incentives under the recent tax code changes maybe taxable.

6. Extension Due to Force Majeure and Other Similar Causes Notwithstanding the provisions of Paragraphs 5 or 8, in the event THE COMPANY is unable to meet the requirements of Paragraph 5 as a result (1) of an event of force majeure, including but not limited to fires, explosions, acts of God, acts of public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions or boycotts; (2) the inability to obtain the governmental permits or approvals necessary for the undertaking and operating the renovations/improvements after a good faith effort to obtain same has been made; (3) shortages of materials or energy; (4) changes in laws; or (5) other causes beyond the control of and arising without the fault or negligence of THE COMPANY, then,

in such event, the renovation/improvement period and the Calendar Year payout period shall be extended for a period equal to the delay caused by any of the foregoing events so long as THE COMPANY shall (a) have furnished the City on a timely basis, upon the occurrence of such event, a notice thereof, and (b) take all commercially reasonable steps necessary to relieve the effect of such event and to resume completion of the renovations/improvements and purchase of equipment.

7. Events of Default It shall be an Event of Default if any one or more of the following events shall occur for any reason whatsoever (and whether such occurrence shall be voluntary or involuntary or come about or be affected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

   a. If THE COMPANY or City, except in the event of force majeure, shall fail to observe and perform any other condition set forth in this Agreement and such failure shall continue for a period of ninety (90) or more days after the defaulting party receives written notice of such failure (except that a breach of Section 17 shall not require a cure period), or

   b. If any material representation, warranty or other statement of fact contained in this Agreement or in any writing, certificate, report or statement furnished by a party to the other party in connection with the transaction described in this Agreement, shall be false or misleading in any material respect when given, or

   c. If the COMPANY or City shall be unable to pay its debts generally as they become due, files a petition to take advantage of any insolvency statute, makes an assignment for the benefit of creditors, commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or any substantial part of its property, files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state, or

d. If a Court of competent jurisdiction shall enter an order, judgment, or decree appointing a custodian, receiver, trustee, liquidator, or conservator of THE COMPANY or of the whole or any substantial part of its properties, or approve a petition filed against THE COMPANY seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute, or if, under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of THE COMPANY or of the whole or any substantial part of its properties.

8. Remedies If THE COMPANY fails to meet the Investment or Job Goals herein as established in this agreement the company shall reimburse City on a proportionate basis (for investment the numerator will be THE COMPANY'S actual investment, the denominator will be the applicable Investment Goal stated herein; for jobs the numerator will be THE COMPANY'S actual jobs created, the denominator will be the applicable Jobs Goal stated herein) for the aggregate of any and all sums actually paid or expended by the City, to include actual, reasonable costs associated with City recapturing such obligations. In the event of an Event of Default by City, THE COMPANY may terminate this Agreement upon written notice to City, or THE COMPANY may choose not to terminate at that time but THE COMPANY's obligations hereunder shall be tolled for such period until the City cures its Default, and THE COMPANY's right to receive the economic incentive payments set forth hereunder shall not be abated or otherwise suspended provided THE COMPANY has otherwise made the required ad valorem tax payment and submitted the appropriate certificates.

9. Bona Fide Public Purpose Both THE COMPANY and the City acknowledge that any and all monies appropriated and expended by the City for economic development incentives, as provided in this Agreement, are for a bona fide public purpose and are expended in good faith reliance on North Carolina General Statute 158-7.1. In the event

a Court of competent jurisdiction, after final appeal, rules in a lawsuit to which either THE COMPANY or the City is a party, that all monies expended by the City pursuant to this Agreement were not offered and accepted in good faith and pursuant to and in compliance with North Carolina General Statute 158-7.1 and, further, that such monies must be repaid, THE COMPANY will make such repayment of such portion of the economic incentive monies actually received by THE COMPANY provided, however, that if such result in such lawsuit is not due to THE COMPANY's act or negligent failure to act, then THE COMPANY shall have a cause of action against the City hereunder for repayment of such monies.

Further, if any elected officials, officers agents or employees of the City are found by a Court of competent jurisdiction, after final appeal, to be personally liable for any of the monies so expended, and such liability is not covered by the City's public officials' liability insurance, then unless THE COMPANY is found not to be at fault, THE COMPANY will indemnify such elected officials, officers, agents or employees individually to the extent of the monies expended by the City pursuant to this Agreement, including all court costs and attorney fees. In the event one or more lawsuits are brought against the City or any City elected official, officer, agent or employee challenging the legality of this Agreement, then the City, in the exercise of its sole discretion, shall exercise its best efforts to defend against any and all such lawsuits.

10. Notices All notices, certificates or other communications required or permitted to be given or served hereunder shall be deemed given or served in accordance with the provisions of this Agreement if the notice is (1) mailed in a sealed wrapper and is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (2) deposited with a national overnight courier service that retains receipts for its deliveries, properly addressed as follows:

The City

Jonathan Russell, Manager
City of Washington
102 East 2nd St.
Washington, NC 27889
Phone: (252) 975-9300

Copy to:

Franz Holscher, Attorney
City of Washington
102 East 2nd St.
Washington, NC 27889
Phone: (252) 975-9300

Copy to:

Matt Rauschenbach, Financial Officer
City of Washington
102 East 2nd St.
Washington, NC 27889
Phone: (252) 975-9300

& Copy to:

Martyn Johnson, ED Director
Beaufort County
705 Page Road
Washington, NC 27889
Phone: (252) 946-3970

THE COMPANY

Peter Johnstone, President
MJM Yachts LLC operating
as Pamlico Yachtworks LLC
230 Clarks Neck Road,
Washington NC 27889
Phone: (252) 599-0223
Email: peterj@mjmyachts.com

Copy to:

Terry Best, CFO
MJM Yachts LLC operating as
Pamlico Yachtworks LLC
230 Clarks Neck Road
Washington, NC 27889
Phone: (252) 599-0223
Email: terryb@mjmyachts.com

The City or THE COMPANY may, by notice given to the other, designate any further or different addresses to which notices, certificates, requests or other communications shall be sent.

11. Binding Nature of Agreement, Transfer by THE COMPANY This Agreement shall inure to the benefit of, and is binding upon, the City and THE COMPANY and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, or claims created by this Agreement may be transferred by THE COMPANY without the prior written approval, which approval will not be unreasonably withheld, of the City.

12. Amendments Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties

13. Enforceability If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby (provided, however, that the economic incentives payments are not jeopardized thereby, in which event this Agreement may be cancelled by THE COMPANY), and each such remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The City acknowledges and agrees that the economic incentive payments proposed as part of the Facility Investment and Job Creation are material

inducements for THE COMPANY to enter into this Agreement. Accordingly, THE COMPANY shall have the right to cancel this Agreement upon written notice in the event there is a failure (either in form or substance) of the City's obligation to pay the economic incentives hereunder, or in the event there is a failure (either in form or substance) of the other entities obligations to pay certain economic incentives to THE COMPANY in conjunction with the Facility Investment and Job Creation.

14. Agreement Executed in Counterparts This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.

15. Conflict of Laws This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina. Venue for any action related to this agreement shall be in The City of Washington, North Carolina.

16. Term The term of this Agreement shall commence on the date of execution and expire upon payment by City of all payments due to THE COMPANY hereunder, unless earlier terminated as provided herein.

17. Confidentiality Both THE COMPANY and the City acknowledge the City has an obligation to its citizens to conduct public business in a public fashion, and to provide such information to its citizens as will allow them to make informed judgments regarding its actions. Further, both THE COMPANY and the City acknowledge that THE COMPANY has a legitimate interest in maintaining the confidentiality of its trade secrets. In order to balance these competing interests, it is agreed this Agreement, once fully executed, is neither confidential nor a company trade secret, and may be released to the public. However, it is further agreed that the exhibits to this Agreement, and/or other information provided by THE COMPANY pursuant to this Agreement, may contain company trade secrets. Accordingly, where any such exhibit, or other information is at the time of its initial disclosure to the City, designated as "confidential" or as a "trade secret," and is marked such and that exhibit or information is a trade secret

as defined in North Carolina General Statute 66-152(3), then such information will be maintained in confidence by the City, unless its release is consented to in writing by THE COMPANY or ordered by a court or other administrative body having proper jurisdiction. The City further agrees that it shall not make any public statements in connection with this Agreement or its terms or conditions without THE COMPANY's prior consent, except as may otherwise be required by applicable law. THE COMPANY and City agree to cooperate in good faith in coordinating any and all press releases and media statements concerning the Facility and this Agreement.

18. Construction Both THE COMPANY and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both THE COMPANY and the City as such, the doctrine of construction against the drafter shall have no application to this Agreement

19. Purchase and/or Sale/Leaseback In the event THE COMPANY purchases and/or sells the real estate and/or equipment and/or facility and leases it back, with THE COMPANY retaining the obligation to pay ad valorem taxes with respect thereto, it shall remain entitled to the economic development incentives hereunder not withstanding such purchase and/or sale/leaseback.

Executed the date first set forth above:

MJM Yachts LLC operating as Pamlico Yachtworks LLC *a North Carolina Limited Liability Company*

By _____, (President)

The City of Washington,
A North Carolina Body Politic

By _____, (Mayor)
City of Washington

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

_____ Matt Rauschenbach, Financial Officer
City of Washington

Approved as to form on behalf of **THE COMPANY**

_____
Attorney

STATE OF NORTH CAROLINA
CITY OF WASHINGTON

I, _____ as a Notary Public of said City and state, certify that _____, personally came before me this day and acknowledged that he is the Mayor of The City of Washington, a North Carolina municipal corporation, and that by authority duly given and as the act of the Council of The City of Washington the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by him as its Mayor.

Witness my hand and seal this _____ day of _____, 2021

_____
Notary Public
My Commission Expires _____

STATE OF NORTH CAROLINA
CITY OF WASHINGTON

I, _____ a Notary Public of said City and State, certify that _____ personally came before me this day and acknowledged that he is President of **MJM Yachts LLC operating as Pamlico Yachtworks LLC,** a North Carolina Limited Liability Company, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, and attested by him as its President.

Witness my hand and seal this _____ day of _____, 2021

_____
Notary Public
My Commission Expires _____

EXHIBIT A

Joint Economic Development Agreement
Between the City of Washington and
MJM Yachts LLC operating as Pamlico
Yachtworks LLC

LEGAL DESCRIPTION

The tracts of land and facility involved are at
230 Clarks Neck Road, Washington, NC 27889 as shown
below:

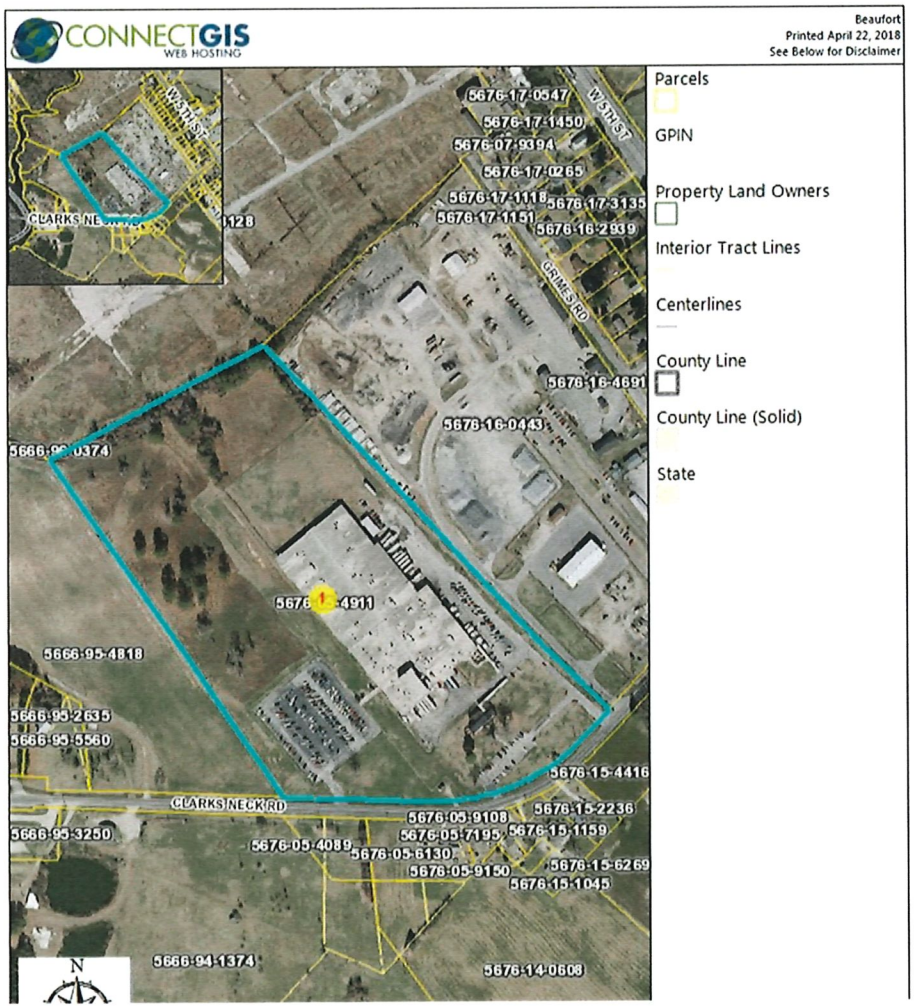


EXHIBIT B

Joint Economic Development Agreement
Between the City of Washington and
MJM Yachts LLC operating as Pamlico
Yachtworks LLC (THE COMPANY)

CERTIFICATE

TO The City of Washington

This Certificate is delivered pursuant to Section 2 of the Joint Economic Development Agreement (the **"Agreement"),** dated_____, 2021, between The City of Washington and THE COMPANY. Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement

I, Peter Johnstone , do hereby certify, for and on behalf of THE COMPANY, that

(a) The construction, renovation and/or installation of the improvements and equipment on or at the real property will result in the creation by THE COMPANY of 166 new full time Jobs in The City of Washington, and

(b) Such new full-time jobs will pay on average $45,637 per annum as computed by the Employment Security Division Commission for the most recent period for which data is available as of the date of this Certificate.

Dated Washington, North Carolina, this _____ day of _____ , 2021

THE COMPANY

BY_____

TITLE _____

EXHIBIT C

Joint Economic Development Agreement
Between The City of Washington and MJM
Yachts LLC operating as Pamlico Yachtworks
LLC (THE COMPANY)

CERTIFICATE

TO The City of Washington

This Certificate is delivered pursuant to Section 5 of the Joint Economic Development Agreement (the **"Agreement")** dated_____, _____ 2021, between The City of Washington and THE COMPANY. Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

I, Peter Johnstone , do hereby certify, for and on behalf of THE COMPANY, that

The following improvements were made during the_____ Calendar Year 2021.

Dated Washington, North Carolina, this _____day of__, 2021__

BY _____

TITLE _____

_____, 2021

Peter Johnstone, President
MJM Yachts LLC operating as Pamlico Yachtworks LLC (THE COMPANY)

RE Opinion of Counsel for The City of Washington

To Peter Johnstone,

The executed "Joint Economic Development Agreement" between The City of Washington, North Carolina (the "City") and MJM Yachts LLC operating as Pamlico Yachtworks LLC ("THE COMPANY") complies with the terms and requirements of NCGS 158-7.1 and has been duly authorized, executed and delivered by the City, and this Agreement is binding upon and enforceable against the City in accordance with its terms.

Sincerely,

Franz Holscher, Attorney
City of Washington
102 East 2nd St.
Washington, NC 27889
Phone: (252) 975-9300

THE CITY OF WASHINGTON CITY COUNCIL CERTIFIED MINUTES AUTHORIZING ECONOMIC INCENTIVES FOR MJM Yachts LLC operating as Pamlico Yachtworks LLC (the Company)

Economic Development Grant: Project Mojo

MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

City of Washington

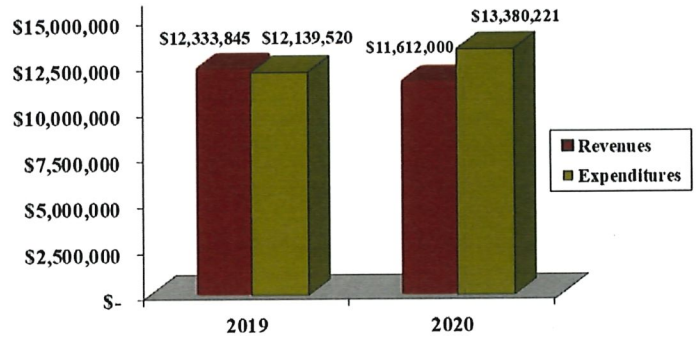
2020 Audited Financial Statements

Audit Highlights

- Unmodified opinion
- Cooperative staff

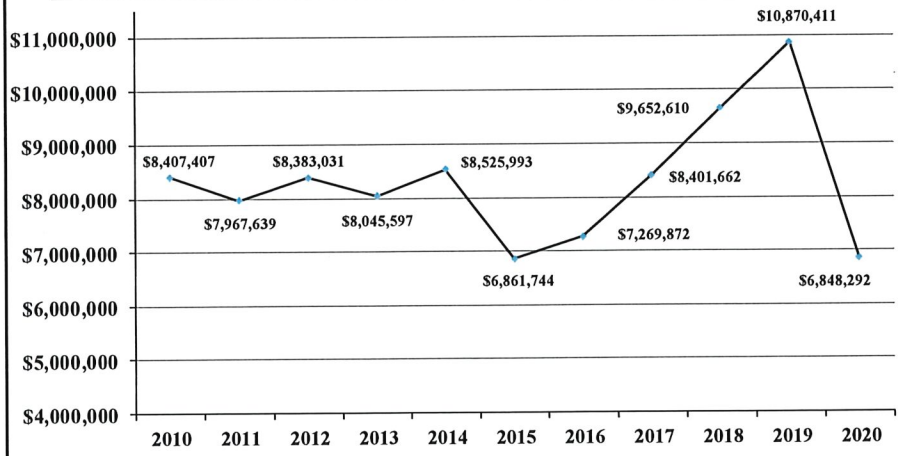
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

General Fund Revenue and Expenses (before Transfers and Debt Issued)



MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Fund Balance – General Fund



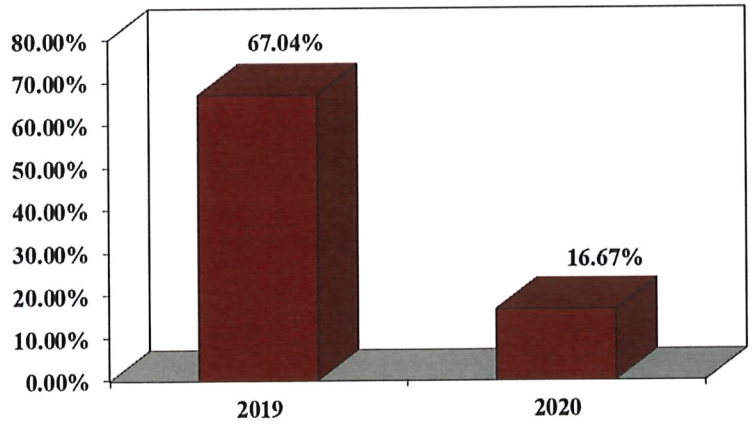
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Fund Balance Position-General Fund

Total Fund Balance	$ 6,848,292
Non spendable	- 47,197
Stabilization by State Statute	- 3,856,584
Available Fund Balance 2020	$ 2,944,511
Available Fund Balance 2019	$ 8,707,967
Decrease in Available FB	$ 5,763,456

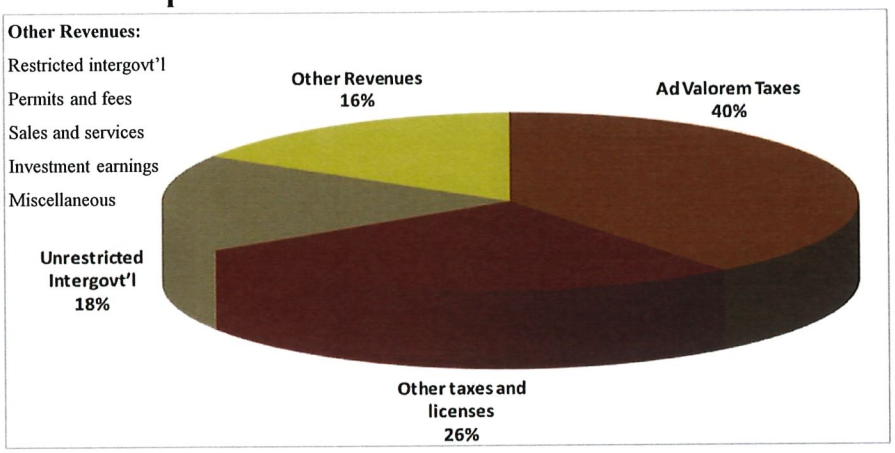
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Available Fund Balance as a Percent of Expenditures & Transfers Out – General Fund



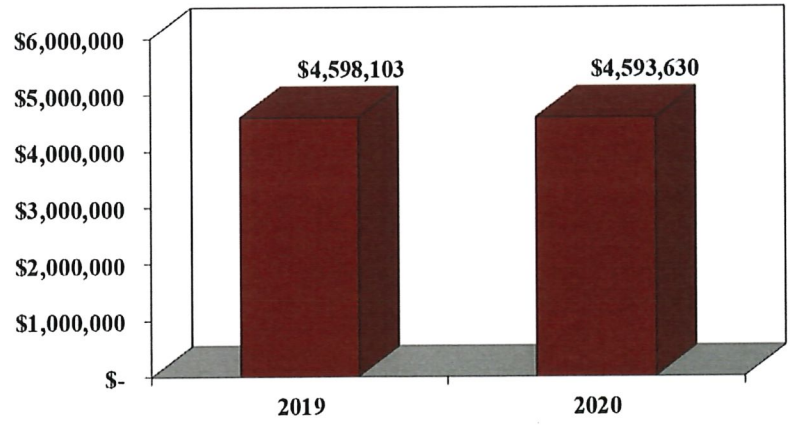
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Top 3 Revenues: General Fund



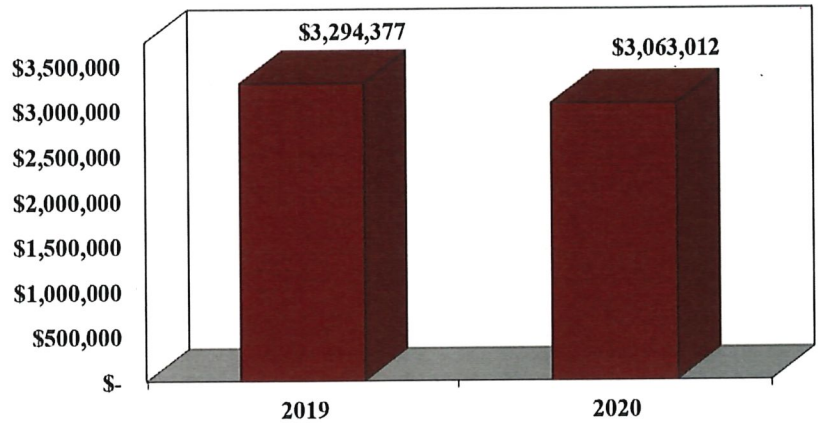
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Ad Valorem Taxes



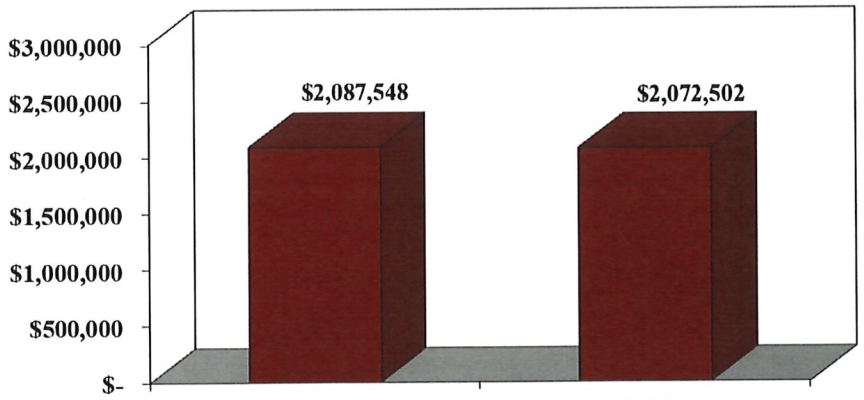
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Other Taxes and Licenses



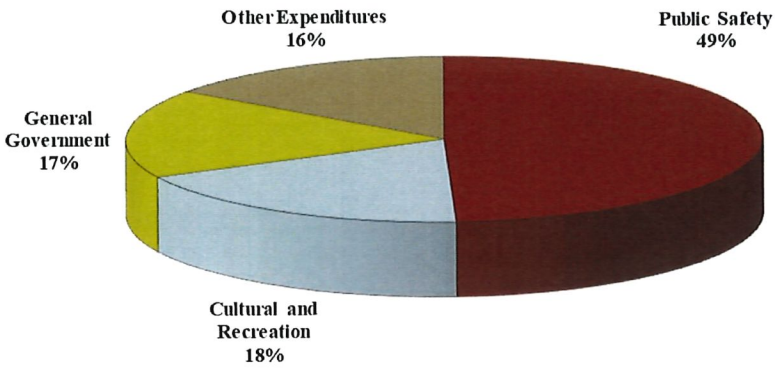
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Unrestricted Intergovernmental



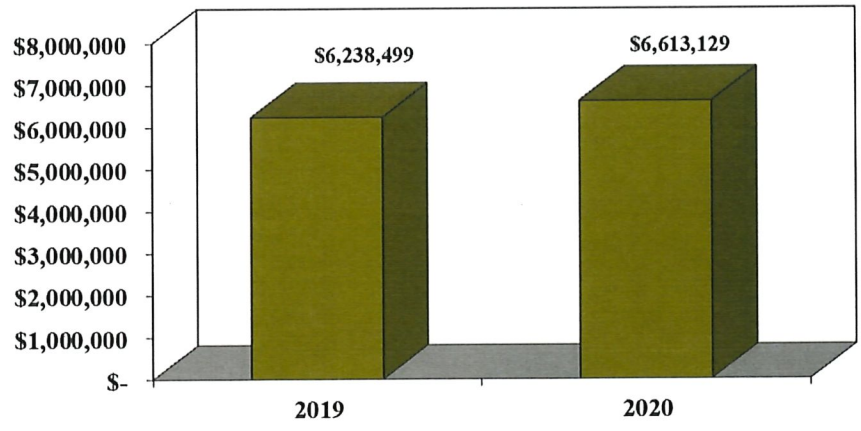
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Top 3 Expenditures: General Fund



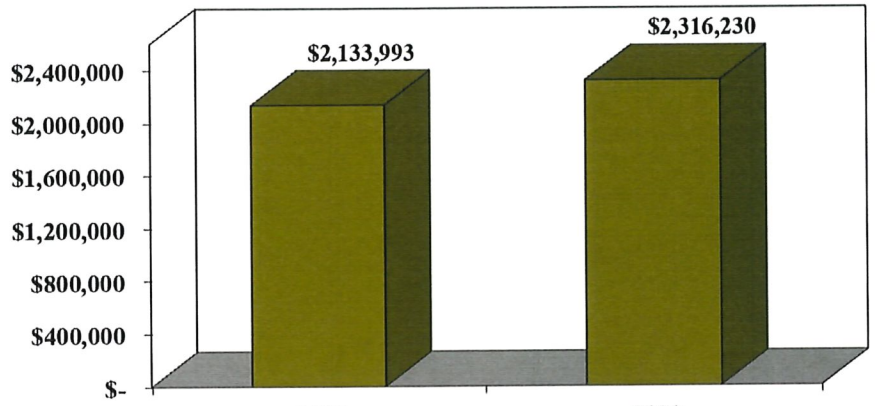
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Public Safety



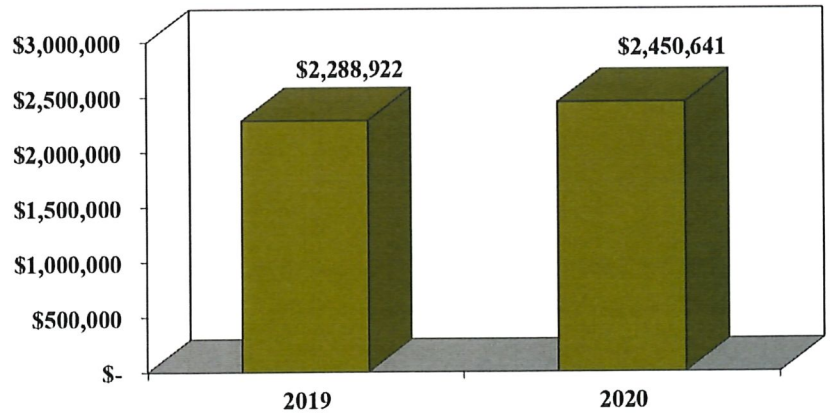
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

General Government



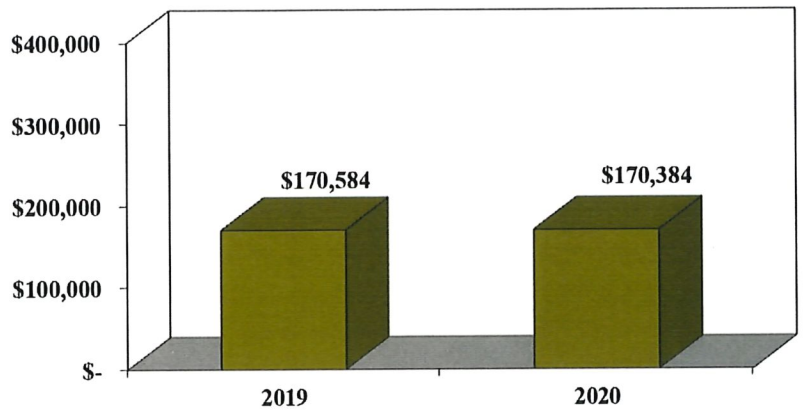
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Cultural and Recreation



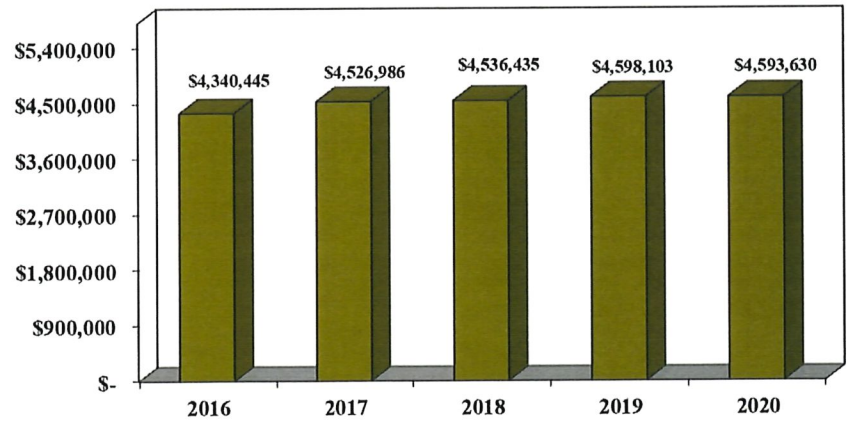
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Debt Service



MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Property Tax Trend for Collections in the Fiscal Year of the Levy



MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Enterprise Funds
Operating Income (Loss)
Modified Accrual

	Water	Sewer	Electric	Stormwater	Warren Field	Nonmajor
Income (loss)	498,187	178,042	1,716,837	251,734	(174,706)	(303,379)
Transfer Out	(564,008)	(340,798)	(6,008,110)	(428,190)	-	-
Transfer In	-	-	-	-	244,219	126,607
Net Income (loss)	(65,821)	(162,756)	(4,291,273)	(176,456)	69,513	(176,772)

MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Enterprise Funds
Available Resources for Future Obligations
June 30, 2020

	Water	Sewer	Electric
Unrestricted Cash and Investments	4,048,830	2,526,497	14,764,195
Accounts Receivable	640,986	393,991	3,938,461
Available Resources	4,689,816	2,920,488	18,702,656
Current Liabilities	251,464	354,614	3,001,225
Total Available For noncurrent obligations	4,438,352	2,565,874	15,701,431
Total Operating Expense	2,875,460	3,180,340	30,881,547
Available Resources % of expenditures CY	154%	81%	51%
Available Resources % of expenditures PY	151%	87%	54%

General Fund Available Fund Balance 16.67% of General Fund Expenditures + Transfers

MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Enterprise Funds
Available Resources for Future Obligations
June 30, 2020

	Stormwater	Warren Field	Nonmajor
Unrestricted Cash and Investments	960,449	-	678,346
Accounts Receivable	151,021	2,315,985	187,212
Available Resources	1,111,470	2,315,985	865,558
Current Liabilities	345,591	2,024,556	112,074
Total Available For noncurrent obligations	765,879	291,429	753,484
Total Operating Expense	702,837	541,019	1,919,352
Available Resources % of expenditures CY	109%	54%	39%
Available Resources % of expenditures PY	136%	1%	55%

General Fund Available Fund Balance 16.67% of General Fund Expenditures + Transfers

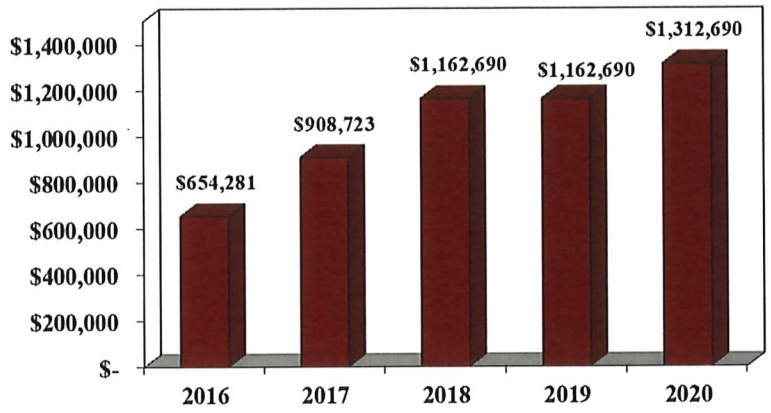
MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Electric Fund
Available Resources for Future Obligations

	2016	2017	2018	2019	2020
Unrestricted Cash and Investments	8,049,992	9,975,084	14,447,094	15,681,507	14,764,195
Accounts Receivable	4,241,310	4,560,128	4,359,767	4,808,960	3,938,461
Available Resources	12,291,302	14,535,212	18,806,861	20,490,467	18,702,656
Current Liabilities	3,069,423	2,807,121	3,077,112	3,429,871	3,001,225
Total Available For noncurrent obligations	9,221,879	11,728,091	15,729,749	17,060,596	15,701,431
Total Operating Expense	29,414,547	31,024,608	30,004,015	31,329,357	30,881,547
Available Resources % of expenditures	31%	38%	52%	54%	51%

MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Electric Fund Transfers to General Fund



MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Discussion & Questions

MARTIN·STARNES
& ASSOCIATES, CPAs, P.A.

Mayor
Donald R. Sadler

City Manager
Jonathan Russell

City of Washington
NORTH CAROLINA

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: **February 1, 2021**
Subject: **PO's > $50,000**

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

Amount	Vendor	Description
$94,896.00	David Franklin Conway	Clarifier 1 Rehab
$101,830.00	B.E. Singleton & Sons Inc.	Sidewalk Project
$267,189.94	Titan Contractor Services	Construction and rehab Castle Island

Mayor
Donald R. Sadler

City Manager
Jonathan Russell

City of Washington
NORTH CAROLINA

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: **February 1, 2021**
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

035-8380-3600	1,890.00
035-8390-7000	-1,890.00

Request for Transfer of Funds

Date: January 25, 2021

TO: City Manager or Finance Director

FROM: Electric Department – Macon Respess

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:	035	8390	7000	$1890
TO:	035	8380	3600	$1890

For the purpose of: Cover expenses for employee uniforms.

Rachel M. Hallowell
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

1/25/21
Date

GEORGE H. & LAURA E. BROWN LIBRARY WASHINGTON, N.C.

The wave of your future...

SYNOPSIS OF BROWN LIBRARY TRUSTEES VIRTUAL MEETING JANUARY 21, 2021

The meeting was attended by Trustees Steve Moler, Leesa Jones, Barbara Grimes, Johanna Rieg, and Mara Graves. In attendance also were Sandra Silvey, Librarian; Betsy Kane City Council Liaison; Katie Lake, Friends of Brown Library; and Jonathan Russell, City Manager

Sandra Silvey reported on the library's activities during the month of January. Curbside services numbered 2264 and donations numbered 58. Winter kits were available curbside for distribution to both children and adults. Teens were encouraged to read one graphic novel and be entered in a prize drawing at the end of the month. Each teen who did so received a Mystery goodie bag of Japanese treats.

No CIP funds are requested for the 2021-2022 budget. Work continues on the elevator upgrade.

Steve introduced a draft of "Library Breaking News". The paper is designed to inform the City Council of the library's activities, concerns, and plans. The paper will be distributed via the City Council packets and also through individual emails.

Steve's discussion with an architect resulted in the architect's suggestion that a contractor be involved in library expansion design. However, we need a commitment from the City Council that its members are for library expansion and will contribute adequate funding for the project. Jonathan Russell will assist in resurrecting the Library Expansion Committee that was formed before the pandemic closure.

Next virtual meeting: February 18, 2021 at 4:00.

Submitted: Mara Graves, Secretary

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To: **Mayor Sadler & Members of City Council**
From: **Jonathan Russell, City Manager**
Date: **February 3, 2021**
Subject: **Approve Subdivision Ordinance Variance Request for Moss East Development**

RECOMMENDATION:
I move that City Council:

A: Approve the variance request contingent upon final staff review of outstanding technical feasibility concerns for Moss East Subdivision.

B: Deny the variance request for Moss East Subdivision.

C: Approve variance request contingent upon final staff review of outstanding technical feasibility concerns with the following conditions:_____

BACKGROUND AND FINDINGS:
Subdivision sketch has been previously reviewed and approved by the COW Planning Board.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted __ Requires additional appropriation _X_ No Fiscal Impact

SUPPORTING DOCUMENTS
Updated Site Plan and Variance Request Attached

MOSS LANDING
KEY
Walkway
Green Strip
Recreation Space
Public Access
EAST MAIN STREET
NEIGHBORHOOD MARKET
S. MCNAIR ST.
EDNA LANE
PHASE-2
PHASE-3
PHASE-4
CHARLOTTE ST. PARK & LOOKOUT
CHARLOTTE STREET
PVT. ALLEY 'D'
WATER ST.
PVT. ALLEY 'B'
WILEY STREET
PVT. ALLEY 'C'
WATER STREET
CHARLOTTE STREET
PHASE-1
PHASE-2
PVT. ALLEY 'A'
MOSS WAY
WATER STREET
404 WETLANDS
OVERLOOK SEATING AREA
COMMUNITY COMMON AREA
RESIDENT BOAT SLIP ACCESS
PROPOSED DOCKS
KAYAK LAUNCH (TYP)
CAROLINA COASTAL RAILWAY
PROPOSED DOCKS
COMMUNITY DOCK
PAMLICO RIVER
N
E
W
S
0
40
80 FT
BEACON STREET
BEACON STREET
Beacon Street Moss East, LLC
P.O. Box 6474
Raleigh NC 27628
SITE PLAN SKETCH
February 2, 2021
Moss East
515 E. WATER STREET
WASHINGTON, NORTH CAROLINA

Moss East is planned as an extension of the Washington Downtown District and adjacent historic neighborhoods. Designed in a way that will capture the character and charm of waterfront communities typical of our NC heritage, Moss East will include a diversity of compact architectural homes in close proximity to the downtown shops and businesses. Walkable, interconnected streets that accommodate fire and City service vehicles are designed with low speeds in mind, encourage pedestrians to stroll along the waterfront park.

In order to achieve this vision, we are asking that the standards that were approved for Moss Landing be extended to Moss East. In addition there are some other variances needed to meet these goals. These are detailed on the attached sheets and summarized below.

- **Street Network and Design** (Items 1-6) all allow for the proposed street plan that was dictated by an odd shaped property and our desire to connect to the existing neighborhood streets with a layout that would make it feel like a seamless extension of the surrounding neighborhood. The street network also maximizes water views as you drive/walk/bike through the neighborhood.

- **Street Widths** (Item 7) are proposed to insure adequate fire and emergency access while allowing some on-street visitor parking. These have been reviewed and approved by the City Fire Marshal and meet or exceed those used in Moss Landing Phase-1.

- **Sidewalks and Curb & Gutter Design** (Items 9 & 10) are proposed to enhance the historic neighborhood character while maintaining adequate pedestrian safety.

- **Alley Lot Frontage** (Items 8 & 11) are proposed to provide access to (4) lots via Alley 'A'. The pavement width has been widened to insure fire access while maintaining a quaint lot configuration characteristic of many older waterfront communities.

- **Other Flexibility Options** (Items 12-15 & 16) include several items that allow needed plan flexibility to accommodate final design and engineering. Items 12-15 were approved for use in Moss landing Phase-1 while Item 16 allows Alley 'D' to be deleted pending final home design for those particular lots. All Items are subject to final City manager approval of the Final Plat.

Proposed Subdivision Ordinance Variances

Items Underlined are New Requests – ALL Others Were Previously Approved for Moss Landing Phase-1

	Code Requirement	Proposed Standards	Notes
1. Minimum Street Intersection Spacing	150'	90' (CL-CL as shown)	1
2. Minimum Block Size	300'	200' +/- (CL-CL as shown)	
3. Minimum Centerline Radius	100'	50'	
4. Minimum Centerline Offset	150'	70'	1
5. Minimum Tangent for Reverse Curves	100'	50'	1
6. Minimum BOC Radii at R/W	23' BOC/15' at R/W	15' BOC/1' off BOC or Sidewalk	2
7. Street Sections:			
Two-way street w/ (2) 4' sidewalks	24' b-b / 40' R/W	25'-27' b-b / 40'-42' R/W	4
Two-way street w/ (1) 4' sidewalk	24' b-b / 40' R/W	25' b-b / 33.5' R/W	4
8. Alley Lot Fronting (more than 3 lots)	not allowed	20' eop-eop/22' easement	3
9. 18" Wide Curb & Gutter Vertical Profile	not allowed	allowed	4
10. Sidewalk May Be Shifted to Flush with BOC and 2.5' Reduction in R/W Width.			4
11. Sec. 34-107 Lots shall be allowed to front on a 'Private Alley' as shown (Reference Alley 'A').			3

12. Sec. 34-112 Recreation Space with public access proposed 20,900 sf (.48 ac)
    Includes: Walkways and Overlook Seating Area with Benches, etc. 18,500 sf (.424 ac) and
    Charlotte St. Park & Lookout 2,400 sf (.056 ac)
13. Loading areas may coexist within private parking aisles and/or stalls where property management provides for restricted hours of delivery and where emergency access is not impeded.
14. Limited parking backing movement along Edna Lane shall be permitted as shown.

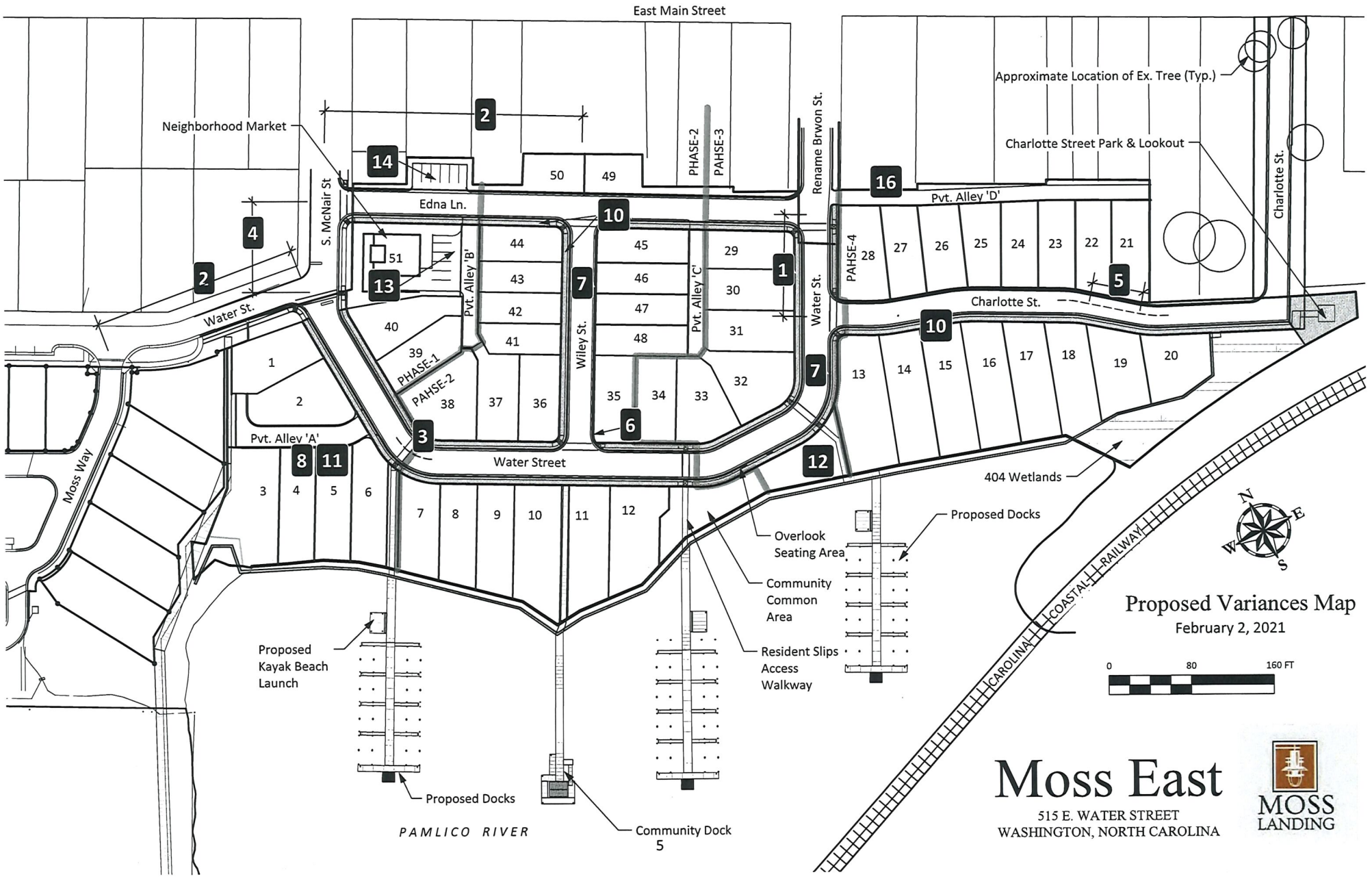
Notes: 1. Deemed Acceptable by City's Engineer Consultant, 2. Autoturn Analysis of Truck Access Approved by Fire Marshal, 3. Fire Access Provided, 4. No Safety Concerns Noted During Staff Review – Developer Flexibility Requested

Other Request for Plan Flexibility with City Manager Approval of Final Plat

15. Flexibility to make final interior lot width adjustments while maintaining minimum lot widths and not exceeding maximum lot counts.

16. Flexibility to eliminate Alley 'D' and add sidewalk to the north side of Charlotte St. based on final home designs.

Abbreviations Used Above: CL= Centerline, eop = edge of pavement, b-b = back of curb to back of curb, BOC = Back of Curb, R/W = Right-of-Way


East Main Street
Neighborhood Market
Approximate Location of Ex. Tree (Typ.)
Charlotte Street Park & Lookout
Charlotte St.
Rename Brwon St.
S. McNair St
Edna Ln.
Pvt. Alley 'D'
PHASE-2
PAHSE-3
PAHSE-4
Water St.
Pvt. Alley 'B'
Pvt. Alley 'C'
Wiley St.
Charlotte St.
PHASE-1
PAHSE-2
Pvt. Alley 'A'
Water Street
Moss Way
404 Wetlands
Overlook Seating Area
Proposed Docks
Community Common Area
Resident Slips Access Walkway
Proposed Kayak Beach Launch
Proposed Docks
PAMLICO RIVER
Community Dock
CAROLINA COASTAL RAILWAY
N
E
W
S
0
80
160 FT
Proposed Variances Map
February 2, 2021
Moss East
515 E. WATER STREET
WASHINGTON, NORTH CAROLINA
MOSS LANDING

5

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To: **Mayor Sadler & Members of City Council**
From: **Jonathan Russell, City Manager**
Date: **February 3, 2021**
Subject: **Inner Banks STEM Center Lease Amendment**

RECOMMENDATION:
I move that City Council adopt the Inner Banks STEM Center lease amendment

BACKGROUND AND FINDINGS:
Inner Banks STEM currently holds a lease for its existing facility. The amendment will address the periods of extension that may be granted with the condition that they maintain successful management and obtainment of their stated mission.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted ___ Requires additional appropriation _X_ No Fiscal Impact

SUPPORTING DOCUMENTS
Lease Agreement

NORTH CAROLINA
BEAUFORT COUNTY

INNER BANKS STEM CENTER
FACILITY GROUND SITE LEASE AGREEMENT

THIS FACILITY GROUND SITE LEASE AGREEMENT ("Lease") is made, entered into, and executed in duplicate originals as of the 1ST day of January, 2021, ("Lease Effective Date") by and between **THE CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes, ("LESSOR") and **INNER BANKS STEM CENTER ("IBSC")**, a North Carolina 501 C3 Nonprofit Corporation ("LESSEE").

W I T N E S S E T H

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

> That certain tract or parcel of land outlined and shown on the Site Plan of Jarvis Consulting, Inc. dated September 2, 2016 and entitled Beaufort County Police Activity League, LLC Lease Site for Program Facility, as more particularly outlined and depicted in Exhibit A attached hereto and incorporated herein by reference.

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

SECTION ONE
Acceptance, Maintenance and Use of Facility Ground Site

LESSEE agrees to accept the facility ground site and the grounds immediately adjacent thereto in the physical condition in which the same now is. LESSEE further agrees to maintain the facility ground site and grounds immediately adjacent thereto in at least a like condition during the term of this Lease, normal wear and tear excepted; provided, however, LESSOR reserves the right to install such concrete as it desires. Said maintenance shall include mowing, if applicable, such that any grass shall not reach a height of more than six (6) inches and other customary upkeep. LESSEE further agrees to maintain the facility ground site and grounds immediately adjacent thereto in a clean, neat and orderly manner so as to promote the Airport, and further agrees to abide by such reasonable requests as may be made by LESSOR for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of equipment or discarded junk or the discharge of hazardous or regulated chemicals onto the Airport.

LESSEE further agrees to surrender the facility ground site and grounds immediately adjacent thereto back to LESSOR in as good a condition as the same now is, ordinary wear and tear excepted, upon termination of this Lease. The parties expressly understand that LESSOR may develop the grounds immediately adjacent to the premises; in which case, the maintenance obligation described herein shall decrease as directed by LESSOR. As used herein, "grounds immediately adjacent" shall mean the areas between the facility ground site and the adjacent property located generally to the East that is owned by Beaufort County, the cul-de-sac located generally to the South, the fence located generally to the West, and the fence located generally to the North.

The parties hereto expressly acknowledge that LESSEE constructed a facility containing approximately 6,000 square feet, paved access, and paved parking lot on the facility ground site as specified in Section 6, subparagraph B, subparagraph 1 of this Lease.

The facility ground site and facility constructed thereon shall be used as a youth educational facility specializing in aviation science, technology, engineering, as well as math; only for those purposes that support LESSEE's nonprofit mission and status; and consistent with any Federal Aviation Administration or Division of Aviation directive.

SECTION TWO
Parking Space

Intentionally omitted

SECTION THREE
Right of Ingress and Egress

LESSEE shall have at all times the full and free right of ingress to and egress from the facility ground site referred to in this Lease for LESSEE and its employees, clients, guests and other licensees or invitees (collectively, "LESSEE's permitees"). Such rights also extend to persons or organizations supplying materials or furnishing services to LESSEE, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

SECTION FOUR
Term

The term of this Lease shall be for ten (10) years, beginning on the Lease Effective Date (1st day of January, 2021) and ending on the 31st day of December, 2030, unless sooner terminated as provided for herein. LESSEE shall have the right to renew this Lease on substantially the same terms and conditions for two additional terms of up to ten (10) years each by providing written notices to LESSOR of LESSEE's intent to renew this Lease. Such notices shall be provided by LESSEE to LESSOR at least ninety (90) days before the expiration of the initial term, as well as ninety (90) days before the expiration of any subsequent term, and shall specify the length of the additional term [up to ten (10) years]. Notwithstanding LESSEE's right to renew, prior to any such renewal provided for herein, the parties shall conduct good faith

negotiations in order to consider any modification of this Lease and enter a new written agreement.

SECTION FIVE
Rental

For the use of the premises, facilities, rights, services, and privileges granted in this Lease, including but not limited to the facility ground site upon which the facility, paved access and paved parking lot were heretofore constructed by LESSEE, LESSEE agrees to pay LESSOR the sum of $10.00 per year, due and payable each year in one lump sum, beginning on or before the Lease Effective Date (as hereinabove defined) and on or before the same date each and every year thereafter until the termination of this Lease. As additional consideration for this Lease, LESSOR expressly acknowledges the obvious and immeasurable benefits to the City of Washington, its youth as well as citizens, and the public at large that will result from IBSC's operations from the facility located upon the facility ground site.

SECTION SIX
Rights, Privileges, Obligations, and Responsibilities

A. In its use of the facility ground site and facility, LESSEE is granted the following specific rights and privileges.

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

(2) Notwithstanding anything herein to the contrary, LESSEE shall have the right to erect or install up to two static displays, including suitable aircraft displays and/or educational training tools ("displays"), on the grounds immediately adjacent to the premises subject to advance written approval from LESSOR, which approval may be exercised, modified, and/or withdrawn in LESSOR's sole discretion. In this regard, LESSEE shall submit a written plan(s) and/or drawing(s) as may be required by LESSOR for such displays. Upon LESSOR's approval of any such display, LESSEE shall maintain such approved display in a manner consistent with the following: a) the approved plan and/or drawing for such approved display, b) any subsequent modification of such approval from LESSOR, and c) any other conditions generally or particularly set forth herein. In the event LESSOR withdraws its approval of any such display, LESSEE shall promptly remove the same and return the affected area to its original condition.

B. In its use of the facility ground site and facility, LESSEE accepts the following obligations and responsibilities.

(1) LESSEE, at its own expense, shall maintain the facility, paved access and paved parking lot and make other site improvements at the facility ground site in accordance with LESSEE's proposed site plans as the same may be modified, supplemented, or amended and only if said site plans, modifications, supplements, or amendments are approved in advance as well as in writing by LESSOR, which approval(s) shall be exercised in LESSOR's sole discretion. Any such approved site plans other than Exhibit "A", including sketch and/or specifications, are attached hereto or will be attached hereto as Exhibit "B" and incorporated herein by reference along with Exhibit "A" without formal amendment hereto. LESSEE, at its own expense, shall construct any paving, including for access, to the premises; any vehicular parking lot; and any paving or graveling to gain access to any existing pavement or gravel. All such paving or graveling shall be completed in accordance with the site plans, including specifications, approved by LESSOR, in LESSOR's sole discretion. In the event LESSEE makes any improvements without LESSOR approval or inconsistent with LESSOR's approval, then, upon notice to do so, LESSEE shall remove or alter the same consistent with said notice, or, LESSOR, at its option, may cause the same to be removed or altered to the satisfaction of LESSOR and LESSEE shall pay the cost thereof to LESSOR as additional rent. If LESSEE fails to comply with any such notice within thirty (30) days or to commence to comply and diligently pursue compliance to completion, LESSOR may affect the removal or alteration to LESSOR's satisfaction and LESSEE shall pay the cost thereof to LESSOR as additional rent.

LESSEE expressly agrees in the making of any and all improvements that, except with the written consent of LESSOR, it will neither give or grant, nor purport to give or grant any lien upon the facility ground site or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said facility ground site and improvements thereon, and LESSEE will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by LESSOR to all persons that no lien attaches to any such improvements.

Any and all improvements or display constructed, made, erected, or installed by LESSEE on the facility ground site shall be constructed and made in accordance with Airport and any other applicable industry or building standards and practices and consistent with any Federal Aviation Administration or Division of Aviation directive. LESSEE further covenants and agrees that any and all improvements or display constructed, made, erected, or installed by LESSEE shall correspond in design and appearance with other facilities on the Airport, will be in accordance with any existing Airport plan adopted by LESSOR, and shall be subject to the approval of the City of Washington Building Inspector.

(2) The use and occupancy of the facility ground site and the use and maintenance of the grounds immediately adjacent thereto by LESSEE shall be without cost or expense to LESSOR. It is understood and agreed that LESSOR is not obligated to furnish any utility services such as electric, water, sewer or gas to LESSEE during the period of occupancy. If

LESSOR operates or maintains utility services to the facility ground site, it will continue to furnish such utility services at the request of LESSEE provided that LESSEE shall assume and pay for necessary meters for measuring said service and the charges for providing such service.

LESSEE shall save LESSOR harmless of and from any and all costs or charges for utility services furnished to or required by LESSEE during the term hereof and shall provide, at its own cost or expense, such services as may be necessary or required in the operation and maintenance of the facility ground site to any and all storm and sanitary sewers, water, and utility outlets at its own expense and shall pay for any and all service charges incurred or used on the facility ground site.

(3) LESSEE shall maintain and be responsible for all repairs to the facility, paved access, and paved parking lot located on the facility ground site. LESSEE agrees, at its own expense, to cause the facility ground site and the buildings, improvements, appurtenances thereto, including grounds immediately adjacent thereto, to be maintained in a presentable condition and equal in appearance and character to other similar improvements on said Airport. All tools, machines, parts and maintenance equipment shall be stored inside the facility or within a separate facility constructed by LESSEE upon the grounds immediately adjacent to the premises, which separate facility shall be subject to advance written approval from LESSOR, which approval shall be exercised in LESSOR's sole discretion.

(4) LESSEE agrees, at its own expense, to cause all waste, garbage and rubbish to be removed from the facility ground site and agrees not to deposit the same on any of the Airport premises, except LESSEE may temporarily deposit the same on the facility ground site in an approved container or enclosure in connection with their collection or removal. LESSEE agrees that it will not allow the accumulation of rubbish, waste, foul material, contaminant, or otherwise create an unhealthy or hazardous condition on the facility ground site.

(5) LESSEE will not suffer or permit to be maintained upon the outside of any improvements located on the leased premises any billboards or advertising signs unless previously approved in writing by LESSOR. Notwithstanding the foregoing, an "**INNER BANKS STEM CENTER,**" company identification sign will be permissible on the facility ground site subject to LESSOR's prior approval, consistency with any applicable ordinance, and LESSEE's adherence to any rules and regulations regarding size, type, and permits, if applicable.

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

(7) Any and all improvements to, use of, or activities upon the facility ground site shall conform to and be consistent with the then current Airport plan as well as the minimum standards, rules and regulations adopted for the Airport by LESSOR, as amended. It is expressly agreed that LESSOR's approval of any plans for, inspections of, or acceptance of, any improvements, including such materials, equipment or work undergone by LESSEE shall not constitute or be construed as (a) a guarantee by LESSOR of the quality or fitness of such materials, equipment or work; (b) relieving LESSEE of the duty of supplying good and sufficient materials, equipment or work; or (c) a waiver of any obligations elsewhere in this Lease imposed upon LESSEE for maintaining the same in good condition and repair, or repairing, rebuilding, or

replacing the same due to damage or destruction by fire or other casualty. It is covenanted and agreed that, in approving of plans and specifications, making of inspections, or accepting any improvements contemplated hereunder, LESSOR is acting for and on its behalf and not as an agent of LESSEE.

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

C. Notwithstanding anything herein to the contrary, for any and all matters herein that require LESSEE to obtain approval from LESSOR, any and all such approvals: 1) shall be in LESSOR's sole discretion, 2) must be received in writing as well as in advance of any action taken pursuant thereto by LESSEE, and 3) must ultimately be received from, or approved by, LESSOR's City Manager.

SECTION SEVEN
Taxes and Assessments

Although LESSOR acknowledges LESSEE's current 501 c3 nonprofit, tax exempt status, LESSEE shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the facility ground site or any improvements or other property situated thereon, it being the mutual intention of the parties that LESSOR shall not be required to pay any taxes on either real or personal property by reason of permitting LESSEE to use said real property as herein described. LESSEE also agrees to indemnify LESSOR against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

LESSEE must verify, if requested, that any personal property of LESSEE that is located on the facility ground site or grounds immediately adjacent thereto is listed on the tax rolls of Beaufort County, North Carolina, for the current year, if required by law.

SECTION EIGHT
Maintenance and Utilities

Except as otherwise specified herein, during the term(s) of this Lease, LESSOR shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of the individual operators or lessees, including, but not limited to the vehicle parking areas and roadways. Subject to the conditions expressly set forth in Section 6, subparagraph B hereof, LESSOR shall also maintain and operate all sewage and water facilities, electrical and electronic facilities and such other appurtenances and services as are now or hereafter connected with the operation of the Airport.

SECTION NINE
Rules and Regulations

LESSEE agrees to comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, assurances 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 including premises or any part thereof, or any of the adjoining property, or any use or condition of the premises or any part thereof. Further, LESSEE shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including, but not limited to, such rules and regulations regulating hazardous or similar substances or conditions, their storage and disposal.

LESSEE agrees to observe and obey the rules and regulations with respect to the use of the Airport premises, including facility ground site; provided, however, that such rules and regulations shall be consistent with all applicable rules, regulations, and orders of the Federal Aviation Administration; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Lease or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to LESSEE's use of the Airport premises, including facility ground site. LESSEE further agrees to indemnify and hold LESSOR harmless for any and all damage of any kind arising from LESSEE's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by LESSEE and LESSEE's permitees.

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

SECTION TEN
Subordination

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

SECTION ELEVEN
Indemnification

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

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

SECTION TWELVE
Insurance

LESSEE shall procure and maintain in force necessary liability insurance coverage for the leased premises and LESSEE's activities thereon, including those activities of LESSEE's permitees, in the minimum amount of $1,000,000.00 for personal injury, death and property damage, including any environmental damage as well as any damages related to or arising from any hazardous material or product, resulting from each occurrence and $1,000,000.00 aggregate to indemnify and hold harmless LESSOR from any and all liability of claims for loss, damage, or injury to persons or property caused or occasioned by the use of the leased premises by LESSEE or LESSEE's permitees during the term of this Lease. All insurance shall be carried by a responsible company and shall be in a form satisfactory to LESSOR. LESSOR shall be furnished any and all copies of all insurance policies obtained by LESSEE in compliance with this requirement on or before LESSEE begins occupancy. LESSEE agrees to maintain sufficient coverage on a current status and that all such insurance policies obtained by LESSEE in compliance with this requirement name LESSOR as additional insured and provide a thirty (30) day written notice to LESSOR of termination, material change in the terms thereof or non-renewal of such policies.

The minimum amount of insurance due hereunder (initially $1,000,000.00) shall be reestablished following every fifth year through good faith negotiations regarding the same. Said readjustment(s) shall be applicable for the next five (5) years until the next readjustment

consistent herewith. Notwithstanding the foregoing, the minimum amount of insurance due hereunder shall not be less than $1,000,000.00 at any time during the period of this Lease.

SECTION THIRTEEN
Termination and Default

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

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

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

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

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

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

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

(1) LESSEE fails to make any payment of rent when due and such failure continues for fifteen (15) days after LESSOR notifies LESSEE in writing of such failure.

(2) LESSEE abandons the facility ground site for a period in excess of ninety (90) days or fails to cause any of LESSEE's personal property that is located on the premises to be listed on the rolls of Beaufort County at any time during any term, if required by law.

(3) LESSEE files a voluntary petition in bankruptcy including a reorganization plan; makes a general or other assignment for the benefit of creditors; is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of LESSEE and such receivership is not vacated within sixty (60) days after the appointment of such receiver.

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

(5) Notwithstanding anything herein to the contrary, on or after September 26, 2026, LESSOR shall have the right to terminate this Lease in the event the premises and/or facility are not being used consistent with, or in fulfillment of, the purposes described herein to LESSOR's satisfaction. In order to exercise this right of termination, LESSOR shall issue a notice to LESSEE that describes with specificity LESSOR's concerns regarding LESSEE's use of the premises and/or facility. LESSEE shall have ninety (90) days to address those specific concerns to LESSOR's satisfaction. If those specific concerns are not addressed to LESSOR's satisfaction, LESSOR may terminate this Lease upon subsequent notice.

D. In the event LESSEE fails to remedy any default in the time and manner herein provided for, LESSOR, at its option and without any other notice, demand, or legal proceeding, may terminate this Lease, require LESSEE to vacate, enter the facility ground site, and eject LESSEE therefrom or may pursue any other lawful right or remedy.

SECTION FOURTEEN
Surrender of Possession: Title to Improvements and Repairs

Upon expiration of the original term or any renewal term, as the case may be, of this Lease or upon earlier termination under any circumstances, LESSEE's rights to use the premises, facilities, and services described in this Lease shall cease, and LESSEE shall vacate the premises without unreasonable delay. Upon expiration of the original term or renewal term, as the case may be, of this Lease or upon earlier termination under any circumstances, LESSEE shall have no further right or interest in any of the leased premises or the improvements thereon. It is mutually agreed that title to any and all improvements, including facility, currently situated, hereafter erected, or hereafter constructed upon the premises shall remain the property of LESSEE for so long as this Lease shall remain in effect, but such improvements, including facility, shall revert to or become owned and possessed by LESSOR upon the expiration or earlier termination of this Lease, without any additional payment or consideration to LESSEE therefor, free and clear of all claims on the part of LESSEE on account of any construction, repair, or improvement work. The vesting of title in LESSOR at the time specified is a part of the consideration for this Lease. LESSOR shall not be liable to LESSEE or LESSEE's contractors or subcontractors for the value of such improvements, including facility, currently situated on, hereafter erected, or hereafter constructed upon the premises.

SECTION FIFTEEN
Inspection by Lessor

LESSOR may enter the premises now or hereafter leased exclusively to LESSEE at any reasonable time, upon reasonable advance notice to LESSEE, for any purpose necessary or incidental to the performance of its obligations under this Lease. LESSEE will provide access to the facility ground site, including the facility, for inspection by LESSOR. This inspection may be made at least semi-annually with a fire department official. Any discrepancies or violations must be corrected within thirty (30) days or this Lease may be terminated.

SECTION SIXTEEN
Assignment and Subletting

LESSEE shall not at any time sell the facility or other improvements that are located on the facility ground site or sublease, assign, or in any manner surrender personal control of any part of the property or rights herein leased without the written consent of LESSOR, which consent may be withheld in LESSOR's sole discretion. Provided, however, that the foregoing shall not prevent the assignment or subletting of such rights to any corporation with which LESSEE may merge or consolidate, or which may succeed to the business of LESSEE, or to the United States Government or any agency thereof. It is recognized that the interest of all parties will be promoted and served by the increased use of the Airport facilities and it is not the intention of this provision to so restrict this use, but rather to insure that the same is accomplished with the view of serving the public interest vested in LESSOR.

SECTION SEVENTEEN
Notices

Notices provided for in this Lease shall be sufficient if sent by registered mail, postage prepaid, and addressed as follows:

TO LESSOR: City of Washington
Attn: City Manager
Post Office Box 1988
Washington, NC 27889

TO LESSEE: INNER BANKS STEM CENTER (IBSC)
Attn: Alvin D. Powell
P.O. Box 161
Bath, NC 27808

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

SECTION EIGHTEEN
Governing Law

This Lease has been entered into in the State of North Carolina, County of Beaufort, and all questions with respect to the construction and performance of this Lease and the rights and liabilities of the parties hereto shall be governed by and construed pursuant to the laws of the State of North Carolina. The parties agree that the exclusive venue for any legal action initiated or concerning this Lease, or arising in any way from or out of this Lease, shall be brought in Beaufort County District or Superior Court, North Carolina. The parties hereto hereby submit to the jurisdiction of said Court and waive any right they may have to venue in any other jurisdiction.

SECTION NINETEEN
Severability

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

SECTION TWENTY
Effect of Waiver

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

SECTION TWENTY ONE
Effect of Lease

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

SECTION TWENTY TWO
Attorney's Fees

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

SECTION TWENTY THREE

Entire Agreement

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

Notwithstanding anything herein to the contrary, this Lease shall be interpreted and, if necessary, amended, to insure and preserve its compliance with any applicable Federal obligation. If LESSEE refuses to effectuate any amendment that may be required to insure and preserve compliance with any applicable Federal obligation, such refusal shall constitute an event of default and this Lease may be terminated as a result thereof upon notice from LESSOR to LESSEE.

SECTION TWENTY FOUR
Modification of Lease

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

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

[The rest of this page is intentionally blank. Signatures follow on the next page]

PRE-AUDIT CERTIFICATE

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

_____ (SEAL)
Matt Rauschenbach, Chief Financial Officer
City of Washington

LESSOR:
CITY OF WASHINGTON

(CORPORATE SEAL)

_____
Jonathan Russell, City Manager

ATTEST:

_____ DATE: _____
Cynthia S. Bennett, City Clerk

LESSEE:

INNER BANKS STEM CENTER (IBSC)

_____
By: Alvin D. Powell, _____

DATE: _____

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I, _____, a Notary Public of the State and County aforesaid, do here certify that CYNTHIA S. BENNETT personally appeared before me this day and acknowledged that she is the City Clerk of 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 Notary seal, this the _____ day of _____, 2021.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA{PRIVATE }
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that ALVIN D. POWELL, who is personally known by me or has produced satisfactory evidence of identity, appeared before me this day and acknowledged that he is the _____ of Inner Banks STEM Center, a North Carolina 501 C3 Nonprofit Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him, as _____.

WITNESS my hand and official seal, this the _____ day of _____, 2021.

_____
NOTARY PUBLIC My Commission expires: _____.

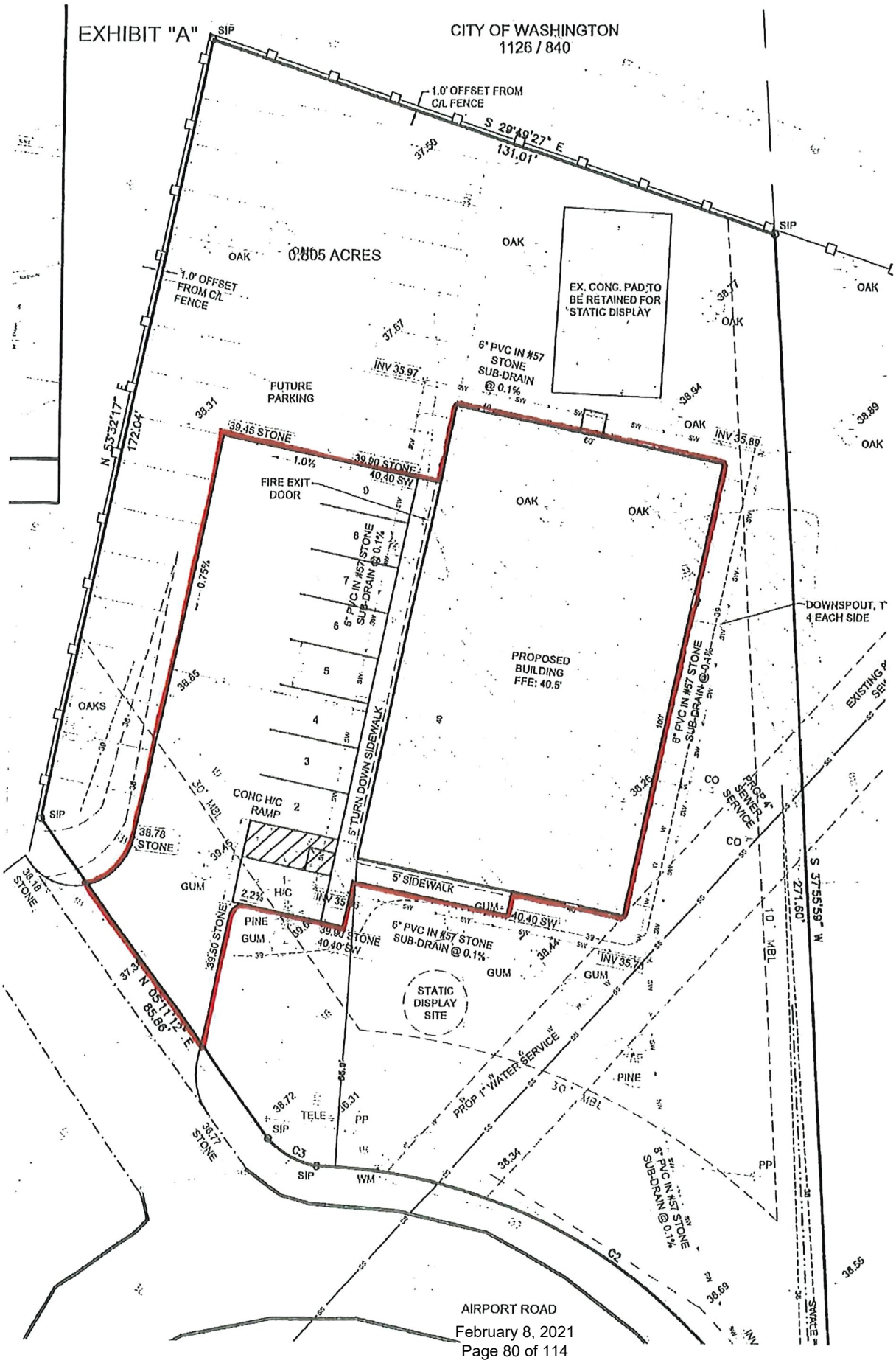


EXHIBIT "A"
CITY OF WASHINGTON
1126 / 840
SIP
1.0' OFFSET FROM C/L FENCE
S 29°49'27" E
131.01'
OAK
0.805 ACRES
EX. CONC. PAD TO BE RETAINED FOR STATIC DISPLAY
1.0' OFFSET FROM C/L FENCE
N 53°32'17" E
172.04'
FUTURE PARKING
6" PVC IN #57 STONE SUB-DRAIN @ 0.1%
INV 35.97
39.45 STONE
1.0%
39.00 STONE
40.40 SW
FIRE EXIT DOOR
0.75%
6" PVC IN #57 STONE SUB-DRAIN @ 0.1%
PROPOSED BUILDING FFE: 40.5'
OAKS
5' TURN DOWN SIDEWALK
CONC H/C RAMP
38.78 STONE
H/C
2.2%
5' SIDEWALK
INV 35.7
PINE
GUM
39.50 STONE
39.00 STONE
40.40 SW
6" PVC IN #57 STONE SUB-DRAIN @ 0.1%
STATIC DISPLAY SITE
N 05°11'12" E
65.88'
DOWNSPOUT, T
4 EACH SIDE
EXISTING
SEI
PROP 4" SEWER SERVICE
CO
S 37°55'59" W
271.60'
10' MBL
PROP 1" WATER SERVICE
30' MBL
TELE
PP
SIP
CJ
WM
38.72
38.31
38.77 STONE
38.34
8" PVC IN #57 STONE SUB-DRAIN @ 0.1%
C2
38.69
38.55
AIRPORT ROAD

Agenda Date: February 8, 2021

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To: **Mayor Sadler & Members of City Council**
From: **Jonathan Russell, City Manager**
Date: **February 3, 2021**
Subject: **Expansion Budget Full Time Recreation Maintenance Workers**

RECOMMENDATION:
I move that City Council approve 2 full time recreation maintenance workers that were included in the expansion budget for FY 2020-21.

BACKGROUND AND FINDINGS:
These two positions will have a financial impact of $78,520 and were included in the FY 2020-21 expansion budget. These workers will assist with maintenance of the newly completed streetscape project and all existing parks and recreation facilities.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Agenda Date: February 8, 2021

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To: **Mayor Sadler & Members of City Council**
From: **Jonathan Russell, City Manager**
Date: **February 3, 2021**
Subject: **Expansion Budget HR Assistant**

RECOMMENDATION:
I move that City Council approve the hiring of a Human Resources Assistant that was included in the expansion budget for FY 2020-21.

BACKGROUND AND FINDINGS:
This item was included in the expansion budget for FY 2020-21 and has a budgeted amount of $47,616. We have monitored revenue and expenditures through the current fiscal year and feel that numbers are stable. This position will assist with maintaining employment and benefits records.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

_X_ Currently Budgeted ___ Requires additional appropriation __ No Fiscal Impact

SUPPORTING DOCUMENTS

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To:	**Mayor Sadler & Members of the City Council**
From:	**Jonathan Russell, City Manager**
Date:	**February 2, 2021**
Subject:	**Customer Service Switch Board & Facility Attendant**
Applicant Presentation:	**N/A**
Staff Presentation:	**N/A**

RECOMMENDATION:

I move that City Council approve the addition of a full-time Customer Service Switchboard/Facility Attendant, grade 11.

BACKGROUND AND FINDINGS:

As the City of Washington continues to face the unknowns of COVID-19, the City's top priority is to maintain essential services for our community while protecting the health and safety of our residents and employees.

To continue providing services to the public the current part-time facility attendant was temporarily transferred to City Hall making doing business safer and more secure for everyone. The position allows staff to be notified when a customer is in need of services and provides limited access to the building, but providing the public face-to-face interaction. The position will also operate the switchboard for incoming calls and continue to monitor and control entrance to City Hall.

This position will report to the Utilities Business Manager, since the addition of this position will provide the public with enhanced customer service process and complement our mission of providing excellent customer service.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT:

Will fund through current budget appropriation

SUPPORTING DOCUMENTS

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To:	**Mayor Sadler & Members of the City Council**
From:	**Anthony Tyre, Washington/Beaufort County Human Relations Council Chair**
Date:	**January 29, 2021**
Subject:	**Approve Amended By-Laws**
Applicant Presentation:	**N/A**
Staff Presentation:	

RECOMMENDATION:

I move that Council accept the recommendation of the Washington/Beaufort County Human Relations Council and approve the amended By-Laws.

BACKGROUND AND FINDINGS:

The Washington/Beaufort County Human Relations Council at a regular meeting held Tuesday November 10, 2020 discussed updating and amending the board By-Laws. A sub-committee was formed to review the current By-Laws. At a regular meeting held Tuesday December 8, 2020 the sub-committee presented their proposed draft of the new By-Laws. The board reviewed the revision and unanimously voted to approved the amended By-Laws.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

___ Currently Budgeted (Account _____) ___ Requires additional appropriation ___No Fiscal Impact

SUPPORTING DOCUMENTS

Draft of revised By-Laws

BY-LAWS
OF
WASHINGTON/BEAUFORT COUNTY
HUMAN RELATIONS COUNCIL

ADOPTED – 7/12/05
AMENDED – 7/18/11
AMENDED – 10/09/12
AMENDED – 08/13/13
AMENDED – 12/2020

ARTICLE I
Name, Service Area and Office

Section 1. Name:
The organization shall be named the Washington/Beaufort County Human Relations Council (hereinafter referred to as "Council" or "HRC").

Section 2. Service Area:
This organization's membership shall be appointed by the Washington City Council (hereinafter referred to as "City Council" or "Governing Body"). They shall serve the people residing, working or trading in Beaufort County (hereafter referred to as "Community") in collaboration with other HRCs established in incorporated municipalities.

Section 3. Office:
The principal office of the organization shall be in Washington, North Carolina.

ARTICLE II
Goal, Purpose/Objective, Duties and Authority of Council

Section 1. Goal:
It shall be the goal of the HRC to facilitate the prevention and/or resolution of problems in areas affecting the human relations of all citizens residing, working or trading in Washington/Beaufort County.

Section 2. Purpose and/or Objective:

(A) To encourage understanding and good will between all citizens regardless of race, sex, religion, creed, nationality, age, health, marital status, sexual orientation or economic status, and thus promote the general welfare of our Community.

(B) To identify concerns within the Community which could jeopardize the

welfare of the Community.

(C) To promote peace, understanding, respect, good will and harmony among all citizens.

(D) To act as an impartial public forum to the end that there will be better communications between all segments of our Community.

Section 3. Duties of Council (HRC):

(A) To report to and recommend to the City Council measures designed to promote the welfare of the Community.

(B) To act, as a public forum in hearing concerns involving racial tension or discrimination, and ~~bring those concerned with these complaints~~ bring parties together to discuss the facts and ~~to~~ assist in complaint resolution.

(C) To develop an atmosphere conducive to the best possible human relations, and to ~~and suggest areas of concern such as problems related to senior citizens, youth, job opportunities, housing, recreation facilities, Police protection and other areas that may be developed as a consequence of action to the City Council it feels is necessary and may be lawfully~~ taken seek information and suggest action in potential areas of concern (i.e. senior citizens and youth relations, housing, police protection, etc.) that may be lawfully taken by the City Council to minimize areas of conflict and to promote harmonious relations.

(D) To provide open channels of useful communication between and among various racial, religious, ethnic and economic groups~~, and between such groups~~ whereby misunderstanding and wide differences leading to conflict may be resolved.

(E) To institute and conduct educational programs to promote fairness and courtesy in dealings between all people, regardless of their economic background and status.

(F) To sponsor meetings or forums, ~~etc.~~ concerning human relations in order to receive input from citizens of every class and group ~~in order to obtain concerns of the citizens~~ and impart a clearer understanding of Council goals.

(G) To impart through programs or meetings ~~forums, etc.~~ the true meaning of responsible citizenship, and the obligations inherent in being a good

citizen with the end view of contributing in a helpful way to the reaching of a fair and just resolution ~~of the problems in the field of human relations.~~.

(H) To act as an impartial public forum to the end that there will be better communications between all segments of the Community.

(I) ~~The Council may sponsor meetings or forums intended to lead all citizens to a clearer understanding of the true meanings of responsible citizenship, of the obligations inherent in being a good citizen, and of the need for mutual understanding and respect by all citizens for each other.~~

(J) (I) The Council shall have the authority to create and devise plans for recommendations to the City Council.

Section 4. Authority of Council (HRC):

(A) The Council may make expenditures, enter into contracts and agreements without specific approval of its Governing Body, provided the respective obligations, contracts, or expenditures meet all legal requirements, (including but not limited to Section 2-290 of the Code (Verify code is up to date) of the City of Washington), will not exceed the unexpended funds remaining in the respective line item of the Council's budget, and will not be binding on the Governing Body. No personnel shall be hired or paid by the Council unless (the individual proposed is) approved by the City Council.

(B) The Council is authorized to receive contributions from private agencies, or from individuals, in addition to any funds which may be appropriated for its use. The City of Washington's finance division shall manage and maintain all HRC funds and investments within the City's normal financial management procedures.

(C) The HRC shall provide, at a minimum, quarterly updates to the City Council. Special reports and recommendations can be made to (or requested by) the City Council as the need arises. The HRC will provide an annual report as required by the Code of the City of Washington.

ARTICLE III
Membership

Section 1. The membership of the HRC shall be Beaufort County residents officially appointed by the City Council.

Section 2. The appointments shall consist of ~~no less than 7 or no more than 12 members~~ 9 members with the option of appointing 3 non-voting Emeritus members who will serve by invitation and at their pleasure. Emeritus members would function as HRC counselors and advisors. The Mayor also appoints a City Council Member to serve as a liaison to the HRC. This liaison also serves as a non-voting advisor.

Section 3. The initial Council members shall be appointed for the following terms:

3 members for one (1) year:

~~4~~ 3 members for two (2) years:

~~4~~ 3 members for three (3) years:

Members will be appointed for three (3) year terms or to a term to fulfill an unexpired term due to vacancy.

Section 4. In the event any member shall fail to attend three consecutive meetings (without just cause and proper notification), the same shall constitute an involuntary resignation by said member. The Council shall promptly notify the City Council of all resignations (whether voluntary or involuntary) and other vacancies on the Council, and such vacancy shall be filled for the unexpired term by recommendations submitted to the City Council by the HRC.

Section 5. No person shall serve more than two (2) consecutive three-year terms.

Section 6. Notwithstanding any of the language set out above, all members shall serve at the pleasure of the Washington City Council. HRC members shall receive no compensation for their services. Nor shall they use their membership on the Human Relations Council as a means of promotion for personal gain, their private business or vocation. Violation of this provision shall be grounds for removal from the Human Relations Council.

ARTICLE IV
Meetings of Council (HRC)

Section 1. Regular Meetings:

The Human Relations Council shall meet at such times as it determines necessary. The regular meeting shall be determined by the Council and all members will be notified in writing or electronically, at least five (5) days in advance. All meetings shall be open to the general public except those authorized by law to be in

executive session (e.g., those considering action necessary to deal with a riot or civil disorder or with conditions that indicate that a riot or civil disorder is eminent).

Section 2. Special Meetings:

Special meetings of the HRC may be called by the Chairman, Vice-Chairman or three (3) members of the HRC. The purpose of the meeting shall be stated in the written or electronic notice. All members and local media will be notified pursuant to and in compliance with North Carolina General Statutes.

Section 3. Quorum:

A quorum of the HRC shall consist of a simple majority of the voting Council members. No proxies shall be allowed.

Section 4. Format of Meeting:

All meetings shall be conducted in accordance with ~~current rules of procedure~~ Roberts Rules of Order.

ARTICLE V
Officers

Section 1. The officers of the HRC shall be a Chairman and a Vice-Chairman

Section 2. Chairman:

The Chairman shall preside at all meetings of the HRC. He/she shall have and exercise general charge and supervision of the affairs of the HRC and shall perform such other duties as may be assigned by a majority vote of the HRC. The Chairman or his/her designate shall be an ex-officio member of all committees.

Section 3. Vice-Chairman:

The Vice-Chairman shall assist the Chairman in the execution of his/her duties as assigned; and in the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman:

Section 4. Secretary/Treasurer:

The City Manager, as ex-officio to the HRC, shall serve as Secretary/Treasurer

and may appoint a city employee(s) to serve as a recording secretary and/or treasurer. The City Manager will serve in an ex-officio capacity and will not be eligible to vote on any matter.

The Secretary/Treasurer shall be responsible for such books, documents and reports as necessary or requested by the Chairman of HRC; responsible for recording the minutes of all meetings, regular, special, executive board and annual. Such books shall be open for inspection as prescribed by law. The Secretary shall, in general, perform all duties associated with the office of Secretary subject to the control of the HRC.

The Secretary/Treasurer shall oversee any funds appropriated to the HRC. He/she shall maintain such records and make sure reports as required by HRC or the Governing Body. A financial report shall be made at each regular meeting of HRC. The Treasurer shall, in general, perform all other duties associated with the office.

ARTICLE VI
Election of Officers

Section 1. Officers Election:

The election of officers for the HRC shall be held annually at the first meeting of Council's fiscal year.

Section 2. Eligibility:

Only members appointed by the City Council shall vote and hold office in the organization.

Section 3. Nominations:

Nominations may be made upon petition from the floor.

ARTICLE VII
Other Committees

Section 1. Committees:

The Chairman of HRC shall appoint such committees as deemed necessary by the Chairman or HRC to implement the goals, purposes, objectives and duties of HRC.

ARTICLE VIII
General Provisions

Section 1. Limitations:

The HRC will act primarily in an advisory capacity to the City Council.

Section 2. Funding:

The Council shall annually (on or before March 1st) file with the City an estimate of its requirements for the ensuing fiscal year, an annual financial report for the past year, and such other information as such official may need in connection with his presentation to the Governing Body of the budget estimate required by law.

Section 3. Auditing:

All HRC funds are held and managed by the City of Washington; therefore, as the City of Washington completes its annual audit the HRC funds will be included.

ARTICLE IX
Amendments

These by-laws may be amended by submission of the proposed amendment to the Chairman or Secretary at least ten (10) days prior to a regular meeting. The amendment shall be approved by a vote of two-thirds of the membership of the HRC.

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To:	**Mayor Sadler & Members of the City Council**
From:	**Erin Ruyle, Director of Tourism & Development/PIO**
Date:	**February 1, 2021**
Subject:	**Cycle NC – Camping at Festival Park**
Applicant Presentation:	**N/A**
Staff Presentation:	**N/A**

RECOMMENDATION:
I move that City Council allow camping at Festival Park for the April 2021 Cycle NC event.

BACKGROUND AND FINDINGS:
The Washington Tourism Development Authority is excited to once again host the Cycle NC Coastal Ride on April 23-25, 2021. This event will welcome cyclists from all over the United States to Washington with routes beginning and ending at the Festival Park campsite along the Pamlico River. Friday, Saturday and Sunday offer multiple route options ranging from 5 miles to 100 miles, depending on the day. Cyclists, as well as their families and spectators, will infiltrate Washington providing a tremendous economic boost to our lodging establishments, restaurants, small businesses and retail establishments. Estimated attendance for this event is 1,200 people.

Due to COVID-19, we will be making some changes to ensure safety for all parties. No indoor camping will be allowed as in previous years, there will also not be alcohol and/or entertainment as in year's past as to not encourage social congregating.

We respectfully ask permission from the Council to allow cyclist to camp outdoors at Festival Park. Camping spaces will be spaced out to encourage social distancing.

Parks & Recreation has our event permit on file. We only plan to move forward with this event if we are able to comply with the current Executive Orders at that time.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

___ Currently Budgeted (Account _____) ___ Requires additional appropriation ___No Fiscal Impact

SUPPORTING DOCUMENTS

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To: **Mayor Sadler & Members of City Council**
From: **Jonathan Russell, City Manager**
Date: **February 3, 2021**
Subject: **Airport Engineering Contract**

RECOMMENDATION:
I move that City Council award the engineering services contract for Washington Warren Airport to Talbert and Bright Engineering.

BACKGROUND AND FINDINGS:
This adoption identifies our engineer of record to satisfy the North Carolina Department of Aviation policy designating an engineer. Talbert and Bright have performed engineering work for the airport on numerous projects in the past performing satisfactorily. This selection was done through an RFQ (Request for Qualification) process.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Agenda Date: February 8, 2021

City of Washington
NORTH CAROLINA

REQUEST FOR CITY COUNCIL ACTION

To: **Mayor Sadler & Members of City Council**
From: **Jonathan Russell, City Manager**
Date: **February 3, 2021**
Subject: **ADA Transition Plan**

RECOMMENDATION:
I move that City Council adopt the ADA Transition Plan created by the Mid-East Commission to address accessibility throughout the city.

BACKGROUND AND FINDINGS:
This policy is used as a budgeting tool to identify high traffic areas that may not have suitable sidewalk access for persons with disabilities. It also brings us into regulatory compliance to receive future federal funding.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT
___ Currently Budgeted___ Requires additional appropriation _X_ No Fiscal Impact

SUPPORTING DOCUMENTS

ONE YEAR

Fund	Department	Project Name	Rank	2021-22	Description
General	Police	Patrol Vehicles	1	170,000	Replacment of Vehicles #166,136,160,142
		Patrol Vehicles	1		Replacment of Vehicles #142,151,157,159
		Patrol Vehicles	1		Replacment of Vehicles #134,158,150,130
		Police Vehicles	1		Replacement of Vehicles #164, 148,132, 133
		Police Vehicles	1		Replacement of Vehicles #145,135,136,160
		Handheld Radio Upgrade	2	750,000	Radio upgrades to a dual band system
	Police	**Total**		**920,000**	
	Fire & EMS	Station #1 Improvements		67,000	
		SCBA Air Packs & Accessories			
		EMS Ambulance #1		180,000	
		2015 Physio Cardiac Defibrilitor		33,000	
		2017 Physio Cardiac Defibrilitor			
		2014 Ford Explorer			
	Fire & EMS	**Total**		**280,000**	
	IT	Storage Area Network (2x)			City Electronic Storage
		VOIP Phone System	4	50,000	Upgrading existing Cisco Phone systemdue to age.
		Fiber Cabling	1	100,000	City owned Fiber network to lower internet costs
		Network Security Cameras	5	75,000	Hardware/Software to bring **ALL** video into central system.
		Citywide Security Access control	2	125,000	Citywide security and badge access system
		PEG Channel Equipment for chambers			Requested to show live meeting via cable from chambers and upgrades to microphones and speakers.
		Network Switch Upgrades/replacement	6	25,000	Infrasructure for network operations
		Replacement of Virtual Servers	3	25,000	Equipment replacement due to age of hardware
		Cloud Base Storage for App	7	10,000	Start moving applications to Cloud/storage
	IT	**Total**		**410,000**	
	Warehouse	Upgrade All Inventory Shelving	1	200,000	Shelving is becoming a hazard; better space utilization
		Vehicle Replacement	1	35,000	2013 Ford Explorer with 140,002 miles with transmission issues.
	Warehouse	**Total**		**235,000**	
	Municipal Building				
	Municipal Building	**Total**		**0**	
	Planning	Wayfinding			Continue Wayfinding Sign Project
	Planning	**Total**		**0**	
	Building Insp.	Inspection Vehicle		25,000	#123 Ford F150 Pickup - 2012 Replace 2021

Fund	Department	Project Name	Rank	2021-22	Description
		Inspection Vehicle			#122 Ford F150 Pickup - 2013 Replace 2022
	Building Insp.	**Total**		**25,000**	
	Waterfront Docks	Dock Repairs	1	40,000	Repair exising docks
	Waterfront Docks	**Total**		**40,000**	
	Library	Elevator Upgrades	3		Elevator in need controler upgrade
		Library Parking Lot	3		Repave and leval parking lot. Create enterance on Hwy 17 and close unused entrances. Connect staff parking to main lot.
		Library Expansion	1	100,000	Expansion fund of Brown Library
	Library	**Total**		**100,000**	
	Civic Center	Brick Preservation	3		Exterior brick preservation, replace, repair
		Flooring repair/replacement	1	65,000	Ballroom/Stage repair, refinish & Kitchen replace flooring/repair
		Fire supression system	3		Install fire suppression system
		Bathroom Repairs/Replacement	2		Update/replace/repair both public restrooms
	Civic Center	**Total**		**65,000**	
	Recreation B&G	Vehicle replacement	1	40,000	#801 Ford F-150 2009 - Replace 2021 - cost of vehicle is increasing.
		Aquatic Center Dehumidification System	2	300,000	Prepare for replacement of dehumidification equipment.
		7th Street Playground Replacement	3	125,000	Play equipment has exceeded its life expectancy. It needs to be removed and replaced.
		"Band Field" by BARC - turn into practice soccer fields	4	38,000	Provide viable practice fields for youth and adults. Additional space will give Complex field opportunity to repair.
		Replace Boardwalk - Marine Slats (West End)	5	250,000	Additional Funding through CAMA (work on west end during 21-22 budget)
		Shade Structures Field #2, 4, 6	6	55,000	
		Replace Havens Gardens Shelter (Playground Side)	7	90,000	Replace picnic shelter and grill
		Runyon Creek Boardwalk			Connect the kayak launch to the Havens Gardens park side.
		Shade Structures Field #1, 3, 5			Add shade structures over the bleachers
		Replace Havens Gardens Shelter (Bridge Side)			Replace picnic shelter and grill
		Bug House - Playground			Replace 20+ year equipment with a bug themed playground equipment. Pour in Place surfacing. Fencing

Fund	Department	Project Name	Rank	2021-22	Description
		Playground/Park - West side of town			Installation of new playground on the West side of town.
		Expand Concession Stand Shelter			Extend shelter. Provide additonal shade and allow for additional picnic tables.
		Soccer Lights Phase 1 (F# 4 & 5)			Waiting on Prices from Electric
		Complex - Pave Parking Lot			Remove railroad ties, increase parking spaces with paving and striping.
		Tennis Courts			Build at complex
		Aquatic Center Splash Park			Provide an alternative to the swimming pool for families and community members. Add on package for the Aquatic Center to increase revenues.
	Recreation	**Total**		**898,000**	
General	**Grand Total**			**2,973,000**	

CIP

Fund	Department	Project Name	Rank	2021-22	Description
010 Fund	**Street**				
010-4510		Street Resurfacing	1	165,000	Begin 20 yr Resurf Plan/GF share addition to Powell Bill
010-4510		Vehicle Replacement	2	85,000	1996 2Ton Dump Truck #456
010-4511	**Powell Bill**	Equipment Replacement	1	42,000	1996 Asphalt Roller
		GF Total		**292,000**	
030 Fund	**Water**				
030-7250		Vehicle Replacement	1		2013 3/4 ton Service Truck #413
030-8100		Potassium Permanganate Feed	7		This is the original feed system installed in 1993. No backups.
030-8100		Replace Filter Feed Pumps 1-3	8		Current pumps have been in service 25 plus years.
030-8100		Replace Backwash Pump	11		This is the original pump installed in 1993. No backups.
030-8100		Replace Trays in Aerator #2	5	100,000	Replace trays, which have collapsed in aerators
030-8100		Standby Generator	3	500,000	Age, maintenance issues & use of existing generator for load management will necessitate the need to replace backup generator.
030-8100		Waste Holding Rehab #2	10		Unit is in a saltwater environment constantly. Unit has currently been in service 25 years.
030-8100		In-plant SCADA	6		Upgrade plant SCADA for more efficient operations.
030-8100		Well Upfit (1,2,5&6)	9		Increase capacity to 1,000 gpm at 4 locations
030-8100		Additional Wells (4)	12		Add 4 new raw water wells as demand increases
030-8100		Softener and Filter Rehab	4	65,000	Replace coating on inside of vessels
030-8100		Actuator Replacement	2	60,000	Replace Acuators on Softeners and filters
030-8140		Vehicle Replacement	1	30,000	2011 1/2 ton Pickup #410
030-8180		Vehicle Replacement	2		1994 International Dump Truck #547
030-8180		QuailRidge Waterline Replacement	2		Replace Asbestos concrete waterline that serves QuailRidge Apts.
030-8180		6th Steet Waterline Replacement	1	125,000	Replace 1000' of 2" galvanized waterline
	Water			**880,000**	
032 Fund	**Sewer**				
032-8200		Vehicle & Equipment Replacement	1	180,000	2012 PickupTruck #415 & Flusher Trailer #4008 w/truck mounted unit

Public Works

CIP

Fund	Department	Project Name	Rank	2021-22	Description
032-8210		Manhole Rehab.	1	100,000	Line Manholes to prevent I & I
032-8210		Slip line Pipe	3	1,200,000	Line approx. 4800 feet of concrete sewerline pipe
032-8210		Collection System Rehab.	2	100,000	Replace, line and repair sewer lines
032-8220		Automatic Transfer Switch at WWTP Generator	1	50,000	Manual transfer switch-Someone has to physically start & manually transfer switch due to loss power
032-8220		Upfit In-Plant SCADA	4		Better control, operation and oversite of plant.
032-8220		System wide SCADA improvements	11		Current SCADA system was installed in 2005 with some elements installed in 1993. Thesse componets are requiring replacement.
032-8220		Convert Aeration Basin to BNR	8		Convert from chemical to biological nutrient reduction
032-8220		Convert Oxidation Ditch 1 to BNR	6		Convert from chemical to biological nutrient reduction
032-8220		Upgrade Plant	12		Upgrade facilities due to increasing flows
032-8220		Paint Entire Plant	2	150,000	Routine Upkeep
032-8220		Clarifier Rehab #2	5		Clarifier 1 - rehab existing (paint & rebuild).
032-8220		Replace Degritter Blower	3		Replace smaller existing blower (#1) with a bigger blower
032-8220		Land for Biosolids Program	10		Land for the Biosolids program is needed for land application
032-8220		Replace maintenance vehicle 548	7		Replace Vehicle 548
0032-8220		Replace maintenance vechicle 566	1	33,000	Replace Vehicle 566
032-8220		Replace maintenance vehicle 551	9		Replace Vehicle 551
032-8230		Upfit Cherry Run Lift Station	3		Upgrade pumps, motors and controls
032-8230		4th Pump at 5th & Respess	6		Additional pump - based on demand
032-8230		Force main from 5th & Respess	5		Additional parallel force main - based on demand
032-8230		Portable Pump Station	2	100,000	Replace existing (1995 model) portable pump station
032-8230		Upfit Bonny Products Lift Station	1	60,000	Upgrade controls
032-8230		Upfit BCCC Lift Station	4		Upgrade pumps, motors and controls
032-8230		5th Street Force Main Replacement	3		5th Street Force Main Replacement
	Sewer	**Total**		**1,973,000**	
034 Fund	**Stormwater**				
034-5710		Drainage Improvements	1	220,000	Ditch work and pipe repairs in various locations
034-5710		Trash Removal Jacks Creek	4		Automatic Bar Screens Jacks Creek Pump Station
034-5710		Brown Street Area Improvements	2	4,000,000	Brown Street Drainage Improvements

Fund	Department	Project Name	Rank	2021-22	Description
34-5710		Simmons Street Area Improvements	3		Simmons Street Drainage Improvements
034-5710		Upstream Improvements Jacks Creek	6		Phase 2 Stormwater Improvements, Jacks Creek Basin
034-5710		Generator Jacks Creek	5		650 KW Generator Jacks Creek Stormwater Pump Station
034-5710		Kinston Street Drainage	3		Kinston Street Drainage
	Stormwater	**Total**		**4,220,000**	
038 Fund	**Sanitation**				
038-4710		Vehicle Replacement	2	25,000	2009 F-150 Pickup Truck #480
038-4710		Vehicle Replacement	3		2004 Front Loading Garbage Truck #487
038-4710		Vehicle Replacement	1	85,000	2001 Flatbed Leaf Truck #481
038-4710		Vehicle Replacement	4		2012 Rear Loading Garbage Truck # 488
	Sanitation	**Total**		**110,000**	
039 Fund	**Cemetery**				
039-4740		Resurface Roads	1		Resurface paver roads in Oakdale Cemetery
		Total		-	
	Public Works	**Grand Total**		**7,475,000**	

Fund	Departme	Project Name	Rank	2021-22	Description
37-90-4530	**Airport**				
37-90-4530		Generator, Fuel Farm	1		Backup Generator for fuel farm
37-90-4530		T-Hangar Upgrades	2	37,500	Roof and Floor Coating add Electric Service to Hangars
37-90-4530		Maintenance Hanger (80'X80")	7	979,000	New maintenance hanger due to current limited facilities for tenants. (Grant Dependent)
37-90-4530		Taxiway Edge Lighting			FAA grant funding 90/10
37-90-4530		Phase 1 Drainage Improvements			FAA grant funding 90/10
37-90-4530		Airfield Drainage Improvements Phase II	13		Repair failing drainage pipes in infield and under runways and taxiways. Phase II (Grant Dependent)
37-90-4530		Runway 17/35 Land acquisition for RPZ tree removal	8	255,000	Trees on both approach ends of runway 17/35 are obstructions and require runway 17 approach to be displaced 1,170 feet without an instrument approach. (Grant Dependent)
37-90-4530		Runway 17/35 design and construction for RPZ tree removal	9		Once property is acquired, remove trees and clear approach to runway. (Grant Dependent)
37-90-4530		T Hanger	10		Construction of a 6 unit T Hanger. (Grant Dependent)
37-90-4530		Sewerline extension to terminal area hangar development	11	688,000	Extension of new sewer line to serve existing and future buildings on the airport property. (Grant Dependent)
37-90-4530		Clearing on airport property	12		habitat for wildlife which is a hazard to aircraft landing
37-90-4530		Parallel taxiway between taxiway C and runway 5	14		This parallel taxiway will allow for a 90 degree approach to runway 5 while pilots are holding and taxiing onto runway 5. If Runway 5 is extended, this will be incorporated into that project. (Grant Dependent)
37-90-4530		Extend airport access runway	15		T hangers as well as the existing Forstery Service tanks.
		Total		**1,959,500**	

$ are thousand

Fund	Department	Project Name	Rank	2021-22
Electric	**Distribution / Transmission**	15th St. Upgrade MT3-1		
		Hwy 17 Sub Tie MT3-2		
		Multiphase Mkt to Slatestone Tie MT4-1		
		Hwy 171 Multiphase WH-1		189
		Legget Rd Tie WH-2		
		Multiphase Asbury Church Rd & River Rd Refeed FH-1&2		
		Free Union Church Tie WP-1		
		Rosedale Rebuild URD		600
		Runyon Hills URD		
		Downtown Transclosure Replacements		60
		Hwy 264 34 kV Rebuild TR-1		
		W 5 th St 34 kV Rebuild. Clark Neck to Industrial Pk TR-2		
		Hamilton Beach 34 kV Tap for Hwy 17 Sub. TR-3		
		W 5th St 34 kV Rebuild. Plymouth to E 9th St TR-4		
		Distribution Reclosers	S 4	50
	Substation	Main Substation Transformer Upgrade MN-4		1,500
		Main Sub Feeder Upgrades and regulators MN-1,-2 &-3		484
		Substation Reclosers	S 3	50
	Future Substation Construction	Industrial Park Substation IND-1		
		Highway 17 Substation HWY17-1		
		Substation 15 & 35 kV Regulators	S 2	60
		Substation 34 kV Breaker Replacement		100
	Miscellaneous	Advanced Meter Infrastructure	S 1	275
		Load Management Switches		0
		Electric Metering Equipment	M3	50
		Electric Meter Test Board Replacement		100
		Peak Shaving Generator Overhaul/Replacement	M 1	100
		Street/Area Light Replacement with LEDs	M 2	150
	Administration Vehicles	Vehicle #624 - SUV		
		Vehicle #622 - SUV		
		Vehicle #614 - SUV		
	Meter Shop Vehicles	Vehicle #620 - 1/4 Ton Pickup		
		Vehicle #652 - Ford F250 4X4 W/Service Body		
		Vehicle #653 - SUV		
		Vehicle #655 - SUV		
		Vehicle #656 - 1/4 Ton Pickup		
		Vehicle #658 - Jeep Liberty 4X4		
		Vehicle #659 - 1/4 Ton Pickup		35
	Substation / Load Management Vehicles			
		Vehicle #651 - 1/2 Ton Pickup		
		Vehicle #652 - Ford F250 W/Service Body		

$ are thousand

Fund	Department	Project Name	Rank	2021-22
		Vehicle #656 - 1/2 Ton Pickup		35
		Vehicle #657 - 1/2 Ton Pickup		
		Vehicle #659 - 1/2 Ton Pickup		
		Vehicle #680- 1/2 Ton Pickup		35
		Vehicle #681 - Ford F350 W/Service Body		
	T&D Vehicles	Vehicle #601 - 2 Ton Truck - Construction Body		
		Vehicle #609 - 2 Ton Truck		
		Vehicle #621 - 2 Ton Truck - Construction Body		
		Vehicle #619 - 2 Ton Truck - Construction Body		40
		Vehicle #615 - 1/2 Ton Pickup		
	T&D Equipment	Kubota UTV & Sprayer		
		Pole Trailer		
		Vehicle #602 - Line Truck	TD 1	
		Vehicle #603 - Line Truck		260
		Vehicle #606 Knuckle Boom		
		Vehicle #604 Knucle Boom		
		Vehicle #605 Knuckle Boom		
		Vehicle #607 - Bucket Truck		
		Vehicle #608 - Dump Body		
		Vehicle #610 - Trencher		
		Vehicle #612 - Trencher		
		Vehicle #617 - Line Truck		
		Vehicle #616 - Bucket Truck (tandem axle)		
		Vehicle #618 - Bucket Truck		
		Vehicle #623 - Tractor		
		Vehicle #682 - Bucket Truck		
		Wire Tensioner & Puller		
	Totals			**4,173**

FIVE YEAR

Fund	Department	Project Name	Rank	2021-22	2022-23	2023-24	2024-25	2025-26	Total	Description
General	Police	Patrol Vehicles	1	170,000					170,000	Replacment of Vehicles #166,136,160,142
		Patrol Vehicles	1		175,000				175,000	Replacment of Vehicles #142,151,157,159
		Patrol Vehicles	1			178,000			178,000	Replacment of Vehicles #134,158,150,130
		Police Vehicles	1				185,000		185,000	Replacement of Vehicles #164, 148,132, 133
		Police Vehicles	1					200,000	200,000	Replacement of Vehicles #145,135,136,160
		Handheld Radio Upgrade	2	750,000					750,000	Radio upgrades to a dual band system
	Police	**Total**		**920,000**	**175,000**	**178,000**	**185,000**	**200,000**	**1,658,000**	
	Fire & EMS	Station #1 Improvements		67,000					67,000	
		SCBA Air Packs & Accessories							0	
		EMS Ambulance #1		180,000					180,000	
		2015 Physio Cardiac Defibrilitor		33,000					33,000	
		2017 Physio Cardiac Defibrilitor				33,000			33,000	
		2014 Ford Explorer				36,000			36,000	
	Fire & EMS	**Total**		**280,000**	**0**	**69,000**	**0**	**0**	**349,000**	
	IT	Storage Area Network (2x)			10,000		45,000		55,000	City Electronic Storage
		VOIP Phone System	4	50,000	50,000				100,000	Upgrading existing Cisco Phone systemdue to age.
		Fiber Cabling	1	100,000	50,000				150,000	City owned Fiber network to lower internet costs
		Network Security Cameras	5	75,000	25,000	20,000			120,000	Hardware/Software to bring **ALL** video into central system.
		Citywide Security Access control	2	125,000					125,000	Citywide security and badge access system
		PEG Channel Equipment for chambers			25,000		25,000		50,000	Requested to show live meeting via cable from chambers and upgrades to microphones and speakers.
		Network Switch Upgrades/replacement	6	25,000		35,000			60,000	Infrasructure for network operations
		Replacement of Virtual Servers	3	25,000	25,000		25,000		75,000	Equipment replacement due to age of hardware
		Cloud Base Storage for App	7	10,000	25,000				35,000	Start moving applications to Cloud/storage
	IT	**Total**		**410,000**	**210,000**	**55,000**	**95,000**	**0**	**770,000**	
	Warehouse	Upgrade All Inventory Shelving	1	200,000					200,000	Shelving is becoming a hazard; better space utilization
		Vehicle Replacement	1	35,000					35,000	2013 Ford Explorer with 140,002 miles with transmission issues.
	Warehouse	**Total**		**235,000**	**0**	**0**	**0**	**0**	**235,000**	
	Municipal Building								0	
	Municipal Building	**Total**		**0**	**0**	**0**	**0**	**0**	**0**	
	Planning	Wayfinding			50,000	50,000			100,000	Continue Wayfinding Sign Project
	Planning	**Total**		**0**	**50,000**	**50,000**	**0**	**0**	**100,000**	
	Building Insp.	Inspection Vehicle		25,000					25,000	#123 Ford F150 Pickup - 2012 Replace 2021
		Inspection Vehicle			25,000				25,000	#122 Ford F150 Pickup - 2013 Replace 2022
	Building Insp.	**Total**		**25,000**	**25,000**	**0**	**0**	**0**	**50,000**	
	Waterfront Docks	Dock Repairs	1	40,000	40,000	40,000	40,000		160,000	Repair exising docks
	Waterfront Docks	**Total**		**40,000**	**40,000**	**40,000**	**40,000**	**0**	**160,000**	
	Library	Elevator Upgrades	3		100,000				100,000	Elevator in need controler upgrade

Fund	Department	Project Name	Rank	2021-22	2022-23	2023-24	2024-25	2025-26	Total	Description
		Library Parking Lot	3			119,500			119,500	Repave and leval parking lot. Create enterance on Hwy 17 and close unused entrances. Connect staff parking to main lot.
		Library Expansion	1	100,000	100,000	100,000	100,000	100,000	500,000	Expansion fund of Brown Library
	Library	**Total**		**100,000**	**200,000**	**219,500**	**100,000**	**100,000**	**719,500**	
	Civic Center	Brick Preservation	3			25,000			25,000	Exterior brick preservation, replace, repair
		Flooring repair/replacement	1	65,000					65,000	Ballroom/Stage repair, refinish & Kitchen replace flooring/repair
		Fire supression system	3			90,000			90,000	Install fire suppression system
		Bathroom Repairs/Replacement	2		75,000				75,000	Update/replace/repair both public restrooms
	Civic Center	**Total**		**65,000**	**75,000**	**115,000**	**0**	**0**	**255,000**	
	Recreation B&G	Vehicle replacement	1	40,000					40,000	#801 Ford F-150 2009 - Replace 2021 - cost of vehicle is increasing.
		Aquatic Center Dehumidification System	2	300,000					300,000	Prepare for replacement of dehumidification equipment.
		7th Street Playground Replacement	3	125,000					125,000	Play equipment has exceeded its life expectancy. It needs to be removed and replaced.
		"Band Field" by BARC - turn into practice soccer fields	4	38,000					38,000	Provide viable practice fields for youth and adults. Additional space will give Complex field opportunity to repair.
		Replace Boardwalk - Marine Slats (West End)	5	250,000					250,000	Additional Funding through CAMA (work on west end during 21-22 budget)
		Shade Structures Field #2, 4, 6	6	55,000					55,000	
		Replace Havens Gardens Shelter (Playground Side)	7	90,000					90,000	Replace picnic shelter and grill
		Runyon Creek Boardwalk			275,000				275,000	Connect the kayak launch to the Havens Gardens park side.
		Shade Structures Field #1, 3, 5			55,000				55,000	Add shade structures over the bleachers
		Replace Havens Gardens Shelter (Bridge Side)			90,000				90,000	Replace picnic shelter and grill
		Bug House - Playground			75,000	75,000	50,000		200,000	Replace 20+ year equipment with a bug themed playground equipment. Pour in Place surfacing. Fencing
		Playground/Park - West side of town			75,000	75,000	50,000		200,000	Installation of new playground on the West side of town.
		Expand Concession Stand Shelter			30,000				30,000	Extend shelter. Provide additonal shade and allow for additional picnic tables.
		Soccer Lights Phase 1 (F# 4 & 5)							0	Waiting on Prices from Electric
		Complex - Pave Parking Lot				300,000			300,000	Remove railroad ties, increase parking spaces with paving and striping.
		Tennis Courts					100,000		100,000	Build at complex
		Aquatic Center Splash Park						175,000	175,000	Provide an alternative to the swimming pool for families and community members. Add on package for the Aquatic Center to increase revenues.
	Recreation	**Total**		**898,000**	**600,000**	**450,000**	**200,000**	**175,000**	**2,323,000**	
General	**Grand Total**			**2,973,000**	**1,375,000**	**1,176,500**	**620,000**	**475,000**	**6,619,500**	

$ are thousand

Fund	Department	Project Name	Rank	2021-22	2022-23	2023-24	2024-25	2025-26	Total
Electric	**Distribution / Transmission**	15th St. Upgrade MT3-1			180				180
		Hwy 17 Sub Tie MT3-2						160	160
		Multiphase Mkt to Slatestone Tie MT4-1			480				480
		Hwy 171 Multiphase WH-1		189					189
		Legget Rd Tie WH-2			88				88
		Multiphase Asbury Church Rd & River Rd Refeed FH-1&2				603			603
		Free Union Church Tie WP-1					784		784
		Rosedale Rebuild URD		600					600
		Runyon Hills URD			50	300			350
		Downtown Transclosure Replacements		60	60	60	60	60	300
		Hwy 264 34 kV Rebuild TR-1					360		360
		W 5 th St 34 kV Rebuild. Clark Neck to Industrial Pk TR-2						330	330
		Hamilton Beach 34 kV Tap for Hwy 17 Sub. TR-3					165		165
		W 5th St 34 kV Rebuild. Plymouth to E 9th St TR-4			270				270
		Distribution Reclosers	S 4	50	50	50	50		200
	Substation	Main Substation Transformer Upgrade MN-4		2,000	313				2,313
		Main Sub Feeder Upgrades and regulators MN-1,-2 &-3		484					484
		Substation Reclosers	S 3	50	50	50	50		200
	Future Substation Construction	Industrial Park Substation IND-1				2,500			2,500
		Highway 17 Substation HWY17-1					2,500		2,500
		Substation 15 & 35 kV Regulators	S 2	60	60	60	60		240
		Substation 34 kV Breaker Replacement		100	100	100			300
	Miscellaneous	Advanced Meter Infrastructure	S 1	275	275	275	275	100	1,200
		Load Management Switches		0	50	0	50	0	100
		Electric Metering Equipment	M3	50	50	50	50	50	250
		Electric Meter Test Board Replacement		100					100
		Peak Shaving Generator Overhaul/Replacement	M 1	100	100	100	100	100	500
		Street/Area Light Replacement with LEDs	M 2	150					150
	Administration Vehicles	Vehicle #624 - SUV							0
		Vehicle #622 - SUV							0
		Vehicle #614 - SUV							0
	Meter Shop Vehicles	Vehicle #620 - 1/4 Ton Pickup							0
		Vehicle #652 - Ford F250 4X4 W/Service Body				40			40
		Vehicle #653 - SUV							0
		Vehicle #655 - SUV							0
		Vehicle #656 - 1/4 Ton Pickup							0
		Vehicle #658 - Jeep Liberty 4X4							0
		Vehicle #659 - 1/4 Ton Pickup		35					35
	Substation / Load Management Vehicles								
		Vehicle #651 - 1/2 Ton Pickup			35				35
		Vehicle #652 - Ford F250 W/Service Body			40				40

$ are thousand

Fund	Department	Project Name	Rank	2021-22	2022-23	2023-24	2024-25	2025-26	Total
		Vehicle #656 - 1/2 Ton Pickup		35					35
		Vehicle #657 - 1/2 Ton Pickup							0
		Vehicle #659 - 1/2 Ton Pickup							0
		Vehicle #680- 1/2 Ton Pickup		35					35
		Vehicle #681 - Ford F350 W/Service Body							0
	T&D Vehicles	Vehicle #601 - 2 Ton Truck - Construction Body							0
		Vehicle #609 - 2 Ton Truck							0
		Vehicle #621 - 2 Ton Truck - Construction Body							0
		Vehicle #619 - 2 Ton Truck - Construction Body		40					40
		Vehicle #615 - 1/2 Ton Pickup							0
	T&D Equipment	Kubota UTV & Sprayer							0
		Pole Trailer							0
		Vehicle #602 - Line Truck	TD 1						0
		Vehicle #603 - Line Truck		260					260
		Vehicle #606 Knuckle Boom							0
		Vehicle #604 Knucle Boom							0
		Vehicle #605 Knuckle Boom							0
		Vehicle #607 - Bucket Truck							0
		Vehicle #608 - Dump Body							0
		Vehicle #610 - Trencher							0
		Vehicle #612 - Trencher							0
		Vehicle #617 - Line Truck			260				260
		Vehicle #616 - Bucket Truck (tandem axle)							0
		Vehicle #618 - Bucket Truck							0
		Vehicle #623 - Tractor							0
		Vehicle #682 - Bucket Truck							0
		Wire Tensioner & Puller							0
	Totals			**4,673**	**2,511**	**4,188**	**4,504**	**800**	**16,676**

Fund	Departmer	Project Name	Rank	2021-22	2022-23	2023-24	2024-25	2025-26	Total	Description
37-90-4530	**Airport**									
37-90-4530		Generator, Fuel Farm	1						-	Backup Generator for fuel farm
37-90-4530		T-Hangar Upgrades	2	37,500	38,000				75,500	Roof and Floor Coating add Electric Service to Hangars
37-90-4530		Maintenance Hanger (80'X80")	7	979,000					979,000	New maintenance hanger due to current limited facilities for tenants. (Grant Dependent)
37-90-4530		Taxiway Edge Lighting							-	FAA grant funding 90/10
37-90-4530		Phase 1 Drainage Improvements							-	FAA grant funding 90/10
37-90-4530		Airfield Drainage Improvements Phase II	13						-	Repair failing drainage pipes in infield and under runways and taxiways. Phase II (Grant Dependent)
37-90-4530		Runway 17/35 Land acquisition for RPZ tree removal	8	255,000					255,000	Trees on both approach ends of runway 17/35 are obstructions and require runway 17 approach to be displaced 1,170 feet without an instrument approach. (Grant Dependent)
37-90-4530		Runway 17/35 design and construction for RPZ tree removal	9		462,000				462,000	Once property is acquired, remove trees and clear approach to runway. (Grant Dependent)
37-90-4530		T Hanger	10		862,000				862,000	Construction of a 6 unit T Hanger. (Grant Dependent)
37-90-4530		Sewerline extension to terminal area hangar development	11	688,000					688,000	Extension of new sewer line to serve existing and future buildings on the airport property. (Grant Dependent)
37-90-4530		Clearing on airport property	12			213,000			213,000	habitat for wildlife which is a hazard to aircraft landing
37-90-4530		Parallel taxiway between taxiway C and runway 5	14			2,142,000			2,142,000	This parallel taxiway will allow for a 90 degree approach to runway 5 while pilots are holding and taxiing onto runway 5. If Runway 5 is extended, this will be incorporated into that project. (Grant Dependent)
37-90-4530		Extend airport access runway	15				284,000		284,000	T hangers as well as the existing Forstery Service tanks.
		Total		**1,959,500**	**1,362,000**	**2,355,000**	**284,000**	-	**5,960,500**	

TEN YEAR

(PUBLIC WORKS)

CITY OF WASHINGTON
PUBLIC WORKS

Fund	Department	Project Name	Rank	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total	Description
010 Fund	**Street**														
010-4510		Street Resurfacing	1	165,000	165,000	180,000	180,000	180,000	180,000	180,000	18,000	18,000	180,000	1,446,000	Begin 20 yr Resurf Plan/GF share addition to Powell Bill
010-4510		Vehicle Replacement	2	85,000										85,000	1996 2Ton Dump Truck #456
010 Fund	**Powell Bill**														
010-4511		Equipment Replacement	1	42,000										42,000	1996 Asphalt Roller
		GF Total		**292,000**	**165,000**	**180,000**	**180,000**	**180,000**	**180,000**	**180,000**	**18,000**	**18,000**	**180,000**	**1,573,000**	
030 Fund	**Water**														
030-7250		Vehicle Replacement	1		40,000									40,000	2013 3/4 ton Service Truck #413
030-8100		Potassium Permanganate Feed	7			45,000								45,000	This is the original feed system installed in 1993. No backups.
030-8100		Replace Filter Feed Pumps 1-3	8				75,000							75,000	Current pumps have been in service 25 plus years.
030-8100		Replace Backwash Pump	11					60,000						60,000	This is the original pump installed in 1993. No backups.
030-8100		Replace Trays in Aerator #2	5	100,000										100,000	Replace trays, which have collapsed in aerators
030-8100		Standby Generator	3	500,000										500,000	Age, maintenace issues & use of existing generator for load management will necessitate the need to replace backup generator.
030-8100		Waste Holding #2 Rehab	10					165,000						165,000	Unit is in a saltwater environment constantly. Unit has currently been in service 20 years.
030-8100		In-plant SCADA	6		200,000									200,000	Upgrade plant SCADA for more efficient operations.
030-8100		Well Upfit (1,2,5&6)	9				521,500							521,500	Increase capacity to 1,000 gpm at 4 locations
030-8100		Additional Wells (4)	12					3,300,000						3,300,000	Add 4 new raw water wells as demand increases
030-8100		Softener and Filter Rehab	4	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	650,000	Replace coating on inside of vessels
030-8100		Actuator Replacement	2	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	600,000	Replace Acuators on Softeners and filters
030-8140		Vehicle Replacement	1	30,000										30,000	2011 1/2 ton Pickup #410
030-8100		Vehicle Replacement	2		85,000									85,000	1994 International Dump Truck #547
030-8180		Quail Ridge Waterline Replacement	2					250,000						250,000	Replace 1500' of 8" Asbestos Concrete waterline & renew services
030-8180		6th Street Waterline Replacement	1	125,000										125,000	Replace 1000' of 2" galvanized waterline
030-8100		Drives for High Service Pumps								75,000				75,000	Drives are currently 20+ years old
030-8180		Third Street Elevated Tank										1,500,000		1,500,000	Tank is 90+ years old
030-8180		Replace Altitude valves							100,000					100,000	Replacing Altitude valves on 2 Elevated Tanks
	Water			**880,000**	**450,000**	**170,000**	**721,500**	**3,900,000**	**225,000**	**200,000**	**125,000**	**1,625,000**	**125,000**	**8,421,500**	
032 Fund	**Sewer**														
032-8200		Vehicle & Equipment Replacement	1	180,000										180,000	2012 PickupTruck #415 & Flusher Trailer #4008 w/truck mounted unit
032-8210		Manhole Rehab.	1	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	Line Manholes to prevent I & I
032-8210		Slip line Pipe	3	1,200,000										1,200,000	Line approx. 4800 feet of concrete sewerline pipe
032-8210		Collection System Rehab.	2	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	Replace, line and repair sewer lines
032-8220		Automatic Transfer Switch at WWTP Generator	2	50,000										50,000	Manual transfer switch-Someone has to physically start & manually transfer switch due to loss power
032-8220		System Wide SCADA Improvements	12					90,000						90,000	Current SCADA system was installed in 2005 with some elements installed in 1993. These components are requiring replacement.
032-8220		Upfit In-Plant SCADA Convert Aeration Basin to BNR Convert Oxidation Ditch 1 to BNR	9				3,000,000							3,000,000	Better control, operation and oversite of plant. Convert from chemical to biological nutrient reduction.
032-8220		Upgrade Plant	13							10,400,000				10,400,000	Upgrade facilities due to increasing flows
032-8220		Paint Entire Plant	3	150,000										150,000	Routine Upkeep
032-8220		Clarifier Rehab #2	6			150,000								150,000	Clarifier 2 - rehab existing (paint & rebuild).
032-8220		Replace Degritter Blower	4		40,000									40,000	Replace smaller existing blower (#1) with a bigger blower
032-8220		Land for Biosolids Program	11					[illegible]						500,000	Land for the Biosolids program is needed for land application

CITY OF WASHINGTON
PUBLIC WORKS

Fund	Department	Project Name	Rank	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	Total	Description
032-8220		Replace maintenance vehicle 548	8				35,000							35,000	Replace 2014 Service Vehicle #548
032-8220		Replace maintenance vehicle 566	1	33,000										33,000	Replace 2006 Service Vehicle #566
032-8220		Replace maintenance vehicle 551	10					35,000						35,000	Replace 2015 Service Vehicle #551
032-8230		Upfit Cherry Run Lift Station	4		200,000									200,000	Upgrade pumps, motors and controls $150,000 is flow dependent)
032-8230		4th Pump at 5th & Respess	7				250,000							250,000	Additional pump - based on demand
032-8230		Force main from 5th & Respess	6				1,250,000							1,250,000	Additional parallel force main - based on demand
032-8230		Portable Pump Station	2	100,000										100,000	Replace existing (1995 model) portable pump station
032-8230		Upfit Bonny Products Lift Station	1	60,000										60,000	Upgrade controls
032-8230		Upfit BCCC Lift Station	5			75,000								75,000	Upgrade pumps, motors and controls
032-8230		5th Street Force Main Replacement	3		2,776,800									2,776,800	5th Street Force Main Replacement
032-8200		Penn & Haven Improvements							555,500					555,500	Penn & Haven Improvemenrts
032-8230		Upfit Hamilton Beach Lift Station								140,000				140,000	Upgrade pumps, motors and controls & permanent generator
032-8230		Upfit JC Tayloe Lift Station										50,000		50,000	Upgrade pumps, motors and controls
032-8230		Telemetry at Lift Stations							90,000					90,000	Replace Telemetry at Lift Stations
032-8230		Upfit Grimes Rd Lift Station									60,000			60,000	Upgrade pumps, motors and controls
	Sewer	**Total**		**1,973,000**	**3,216,800**	**425,000**	**4,735,000**	**825,000**	**845,500**	**10,740,000**	**260,000**	**250,000**	**200,000**	**23,470,300**	
034 FUND	**Stormwater**														
034-5710		Drainage Improvements	1	220,000	220,000	242,000	242,000	242,000						1,166,000	Ditch work and pipe repairs in various locations
034-5710		Trash Removal Jacks Creek	5		1,800,000									1,800,000	Automatic Bar Screens Jacks Creek Pump Station
034-5710		Brown Street Area Improvements	2	4,000,000										4,000,000	Brown Street, Simmons Street Drainage Improvements
34-5710		Simmons Street Area Improvements	4			4,000,000								4,000,000	Simmons Street Drainage Improvements
034-5710		Upstream Improvements Jacks Creek	7				8,200,000							8,200,000	Phase 2 Stormwater Improvements, Jacks Creek Basin
034-5710		Generator Jacks Creek	6			500,000								500,000	650 KW Generator Jacks Creek Stormwater Pump Station
034-5710		Kinston Street Drainage	3		300,000									300,000	Kinston Street Drainanage
	Stormwater	**Total**		**4,220,000**	2,320,000	4,742,000	8,442,000	242,000	-	-	-	-	-	**19,966,000**	
038 Fund	**Sanitation**														
038-4710		Vehicle Replacement	2	25,000										25,000	2009 F-150 Pickup Truck #480
038-4710		Vehicle Replacement	3				260,000							260,000	2004 Front Loading Garbage Truck #487
038-4710		Vehicle Replacement	1	85,000										85,000	2001 Flatbed Leaf Truck #481
038-4710		Vehicle Replacement	4					175,000						175,000	2012 Rear Loading Garbage Truck # 488
	Sanitation	**Total**		**110,000**	-	-	**260,000**	**175,000**	-	-	-	-	-	**545,000**	
039 Fund	**Cemetery**														
039-4740															
039-4740		Resurface Roads	1			100,000								100,000	Resurface paver roadsd in Oakdale Cemetery
		Total		-	-	**100,000**	-	-	-	-	-	-	-	**100,000**	
	Public Works	**Grand Total**		**7,475,000**	**6,151,800**	**5,617,000**	**14,338,500**	**5,322,000**	**1,250,500**	**11,120,000**	**403,000**	**1,893,000**	**505,000**	**54,075,800**	

Washington-Warren Airport Advisory Board Meeting

January 11, 2021

The meeting was called to order at 10:01 by Board Chairman Roy Whichard. In attendance was Roy Whichard, Wayne Woolard, Trent Tetterson (Zoom) Doug Boyd (Zoom), Jessica Green, Roland Wyman, Earl Malpass, and Jonathan Russell join in during the meeting. Eric Mitchell and Bill Plaster (both tenants of the Airport) where guests.

Agenda and previous meeting minutes were approved.

Roland Wyman gave an update on the subcommittee's progress, which involved answering Councilman Mike Wren's question regarding options for OCW becoming more autonomous.

Two tenants were introduced to the committee, Bill Plaster and Eric Mitchell.

Jonathan Russell was detained in another meeting, and unable to present the financial report, so Earl Malpass gave an update based on his memory of having reviewed it. No red flags, and budget is on track, considering being 50% through the FY.

Earl Malpass gave the monthly operations report via PowerPoint. Fuel sales are trending up and December's sales surpassed the previous two years. *He reported Talbert & Bright, Inc was selected to be the Airport's Engineering Consultant, DOA had been notified, and the contract had been forwarded to the City Manager. The City Manager had stated in an email that the contract would be on the Council's Agenda. *Earl discussed his discussion with Grady-White Boats and his efforts to research and submit the Airport Development and Investment Grant Policy through the City Manager and City Attorney. Earl was told it would be on the Council's Agenda. *The timber appraisal was received, reviewed, and Earl passed his recommendation on to the City Manager and was told Council would be informed. Earl further requested a means to earmark the funds of the sale of time for Airport infrastructure.

Unfinished business: Hangar A lease to Mission Air Care still in progress. *OCW Long Term Strategic Business Plan still in progress. *Doug Boyd state he hasn't been able to follow through with the tree removal off of approach end of 17 due to COVID.

Meeting was adjourned at 10:46.

Respectfully submitted,

Earl Malpass