

Opening of Meeting

Pledge of Allegiance

Invocation

Roll Call

Approval of minutes from July 12, 2021 (page 3)

Approval/Amendments to Agenda

I. Consent Agenda:

A. Adopt – Budget Ordinance Amendment for EMS unit (page 18)

II. Comments from the Public:

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

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

V. Scheduled Public Appearances:

A. Scot Craigie – Historic Preservation Commission Standards & Modern Materials (page 20)

VI. <u>Correspondence and Special Reports:</u>

- A. Memo Reporting of Bad Debt Write-Offs FY 2021 (page 27)
- B. Memo De-obligation of CDBG-NR Funds (page 28)

VII. Reports from Boards, Commissions and Committees:

- A. Report Washington-Warren Airport Advisory Board (page 33)
- B. Report Anthony Tyre, Human Relations Council

VIII. Appointments: Human Relations Council & Recreation Advisory Committee (page 39)

IX. Old Business:

- A. Adopt Projects Not Completed Budget Ordinance Amendment (page 44)
- B. Adopt Purchase Order Carry Forward Budget Ordinance Amendment (page 46)



X. New Business:

- A. Adopt Ordinance to Amend Chapter 2, Section 125 Assistant City Clerk (page 88)
- B. Award HWY 17 DOT Construction Contract (page 90)
- C. <u>Discussion</u> Noise Control Ordinance (page 93)
- D. <u>Discussion</u> Prohibition on open carry or display of weapons on City owned property (page 113)
- E. Approve Washington MGP Brownfields Agreement (page 116)
- F. Approve Women & Minority Business Enterprises (M/WBE) Policy (page 152)
- G. Approve Washington Initiative to Support Homeownership (page 176)
- H. <u>Approve</u> Clear Cut Timber Sales Agreement with Southern Pines Timber, LLC (page 177)
- XI. Any other items from City Manager:
 - A. Update Stantec Proposal for 15th Street
- XII. Any other business from the Mayor or other Members of Council:
- XIII. Closed Session: NCGS 143-318.11 (A)(3) Attorney/Client Privilege
- XIV. Adjourn: Until September 13, 2021 at 5:30pm in the City Council Chambers

CITY COUNCIL MINUTES WASHINGTON, NORTH CAROLINA

The Washington City Council met in a regular session on Monday, July 12, 2021 at 5:30pm in the Council Chambers at the Municipal Building. Present: Donald Sadler, Mayor; Richard Brooks, Mayor Pro tem; Virginia Finnerty, Councilmember (remote); William Pitt, Councilmember; Betsy Kane, Councilmember and Mike Renn, Councilmember. Also present: Jonathan Russell, City Manager; Franz Holscher, City Attorney and Cynthia S. Bennett, City Clerk.

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

APPROVAL OF MINUTES:

*correction on June 14, 2021 page 1 - Franz Holscher, City Attorney was also present; page 18: "to hose highlight by city staff" should read "to those highlighted by city staff".

By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council approved the

minutes of May 27 as presented & June 14, 2021 as corrected.

VOTE: minutes	YES
Mayor Pro tem Brooks	x
Councilmember Finnerty	x
Councilmember Kane	x
Councilmember Pitt	x
Councilmember Renn	x

APPROVAL/AMENDMENTS TO AGENDA:

- > Remove Consent Item B: <u>Authorize</u> -Public Works Director to submit an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grants
- ➤ Remove New Business Item A: <u>Approve</u> Waiving \$50 Amplification Fee
- > Add Closed Session under NCGS 143-318.11 (A)(3) Attorney/Client Privilege

By motion of Councilmember Pitt, seconded by Kane, Council approved the agenda as amended.

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

PRESENTATION:

KLINT PRICE: APPRENTICESHIP CERTIFICATE ~ POWERLINE TECHNICIAN



CONSENT AGENDA:

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

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

- A. <u>Authorize</u> Recreation Director to apply for Public Beach & Coastal Waterfront Access Funds Grant to complete Phase II (West end) of Wetlands Boardwalk
- B. (item removed) Authorize –Public Works Director to submit an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grants

COMMENTS FROM THE PUBLIC:

Carolyn Connelly Blake discussed amplification permits and the noise ordinance. She said everyone needs to abide by the rules or not have one at all. She challenged Council members to evaluate the ordinances to resolve the discrepancies.

Joe Taylor stated we need to address the noise ordinance and the permitting process. He discussed the \$50 amplification permit fee and said Council needs to take into consideration the people that live in the area.

Mr. Russell provided some background on this topic noting that Chief Drakeford has been researching this item. Staff will work towards a compromise for residential and commercial districts regarding amplification as well as the noise ordinance.

PUBLIC HEARING 6:00PM - ZONING: NONE

PUBLIC HEARING 6:00PM- OTHER: NONE

<u>SCHEDULED PUBLIC APPEARANCES:</u> DISCUSSION – PARLEY'S SIP & STEAM ~ MUSIC/OUTSIDE DINING

Beth Glisson former owner and silent partner of Parley's Sip & Steam (which was formerly the

Washington Wine Crate) discussed music/outside dining as well as amplification permit concerns. They are asking that the business owners be included in the discussions regarding the noise ordinance and amplification permit fees and noted this should be enforced equally.

CORRESPONDENCE AND SPECIAL REPORTS: NONE

REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES: REPORT – WASHINGTON-WARREN AIRPORT ADVISORY BOARD

(no report submitted)

REPORT – ANTHONY TYRE, HUMAN RELATIONS COUNCIL

(no report submitted)

Mayor Sadler commended the HRC on their work regarding the African-American walking trail.

REPORT - BROWN LIBRARY BOARD OF TRUSTEES

Synopses of Brown Library Board of Trustees April, May, and June 2021 Meetings The Trustees met virtually in April and May and in-person in June.

Closed Stacks area (CIP) was renovated and Tech Services will be using the area now. The History Room renovation has begun and the elevator is now back in service.

Staff have been working on the Summer Reading Program in collaboration with the Parks and Recreation Department. Tell-Tail: Staying the Course will run from June 21 through July 30th. No inperson programs will be held but kits will be distributed every week. Sift cards from Pamlico Books will be given as prizes. The Easter program held in conjunction with the Parks and Recreation was very successful. Steve Moler and Ray Midgett have been re-appointed to the Board. Leesa Jones is serving as Vice-Chair and Joanna Rieg is serving as Secretary. Brown Library will be open by appointment starting June 21. Masks are required in the History Room and advised to be worn in other parts of the building. Restrooms are only accessible by key from the Circulation Desk. Steve Moler, Leesa Jones, Stephen Farrell and Terry Rollins are in discussion concerning the Living History tours/program for Washington NC. The Trustees have been assigned to certain sections/staff to become more familiar with the workings of the library. The Trustees visited the new Farmville Library and were very impressed with the new building. City Council members are encouraged to visit the new Farmville Library as well as our own Brown Library. Although the Library building has been closed to the public, the staff have been very innovative in providing services and programs to the public, including the assembling and distribution of kits. They are to be commended for their diligence, patience and service during the pandemic. The Trustees intend to show their appreciation to the staff after the Summer Reading Program is concluded in July. The Library celebrated its 110th birthday this past March. Respectfully submitted,

Mara Graves, Secretary

APPOINTMENTS: WASHINGTON ELECTRIC UTILITIES ADVISORY BOARD & RECREATION ADVISORY COMMITTEE

Washington Electric Utilities Advisory Board: (Betsy Kane - Liaison)

By motion of Councilmember Kane, seconded by Mayor Pro tem Brooks, Council appointed John A. Taylor (Town of Bath) to the Washington Electric Utilities Advisory Board. Term to expire June 30, 2024.

Recreation Advisory Committee: (Richard Brooks – Liaison)
Appointment continued until August.

ADOPT - AMERICAN RESCUE PLAN ACT (ARPA) FUNDING RESOLUTION

BACKGROUND AND FINDINGS: UNC School of Government recommends the resolution adoption.

By motion of Councilmember Finnerty, seconded by Councilmember Kane, Council adopted the American Rescue Plan Act (ARPA) Funding Resolution.

VOTE: ARPA Resolution	YES	NO
Mayor Pro tem Brooks	X	20
Councilmember Finnerty	X	
Councilmember Kane	X	
Councilmember Pitt	X	,6*97##
Councilmember Renn	X	

City of Washington Resolution for Accepting American Rescue Plan Act funds

WHEREAS, the City of Washington is eligible for funding from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF).

WHEREAS, the North Carolina General Assembly will provide for the distribution of funds to eligible North Carolina municipalities; and

WHEREAS, before receiving a payment, the City Council is required to formally accept the CSLRF funds;

WHEREAS, revenue received under the CSLRF must only be spent for purposes authorized by the CSLRF, and applicable regulations, and by state law;

WHEREAS, revenue received under the CSLRF must be accounted for in a separate fund and not comingled with other revenue for accounting purposes; and

WHEREAS, the City of Washington must comply with all applicable budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington that we do hereby accept and request CSLRF funding to be distributed by the State of North Carolina; and

FURTHER RESOLVED that the City of Washington affirms that the CSLRF revenue will only be used for the purposes prescribed in the CSLRF, and in US Treasury guidance in 31 CFR, Part 35, and any applicable regulations, and in accordance with state law; and

FUTHER RESOLVED that the City of Washington will comply with procedures created by the North Carolina General Assembly and the US Treasury Department to receive funds under the act; and

FURTHER RESOLVED that the City of Washington will account for CSLRF in a separate fund and not co-mingle it with other revenues for accounting purposes and will comply with all applicable federal and state budgeting, accounting, contracting, reporting, and other compliance requirements for CSLRF funds; and

FURTHER RESOLVED that the City Council of the City of Washington designates and directs the CFO to take all actions necessary on behalf of the city council to receive the CSLRF funds.

ADOPTED, this the 12th day of July, 2021.

ATTEST:

CITY CLERK

<u>AWARD</u> – PRIMARY CABLE REPLACEMENT PHASE 2 & 3 CONSTRUCTION LABOR CONTRACT TO RIVER CITY

BACKGROUND AND FINDINGS: Five bids were received for the above referenced project. The City is providing the material for this project. This project was budgeted for \$1,000,000 in FY 2021. The construction labor plus material for the project total \$1,190,000 and a budget amendment for the additional \$190,000 is necessary. The \$1,000,000 from FY 2021 will be included in the prior year project carry forward appropriation presented to Council in August.

By motion of Councilmember Renn, seconded by Councilmember Kane, Council awarded the primary cable replacement phase 2 & 3 construction labor contract to River City.

VOTE: River City	YES	NO
Mayor Pro tem Brooks	X	
Councilmember Finnerty	X	
Councilmember Kane	x	
Councilmember Pitt	X	
Councilmember Renn	X	Y Y

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2021-2022

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

<u>Section 1.</u> That the following accounts of the Electric Fund revenue budget be increased or decreased by the respective amounts indicated:

035-3991-9910

Fund Balance Appropriated

190,000

<u>Section 2.</u> That the following accounts of the Electrical Fund appropriations budget be increased or decreased by the respective amounts indicated for the Smallwood Phase 2 & 3 project:

035-8390-7400

Capital Outlay

190,000

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

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

Adopted this the 12th day of July, 2021.

JVI

ATTEST:

CITY C'S EDV

ADOPT - CDBG-NR KELLY CHILDREN'S HOME GRANT PROJECT ORDINANCE

BACKGROUND AND FINDINGS: The Kelly Children's Home will serve as a temporary home for foster children in the Washington/Beaufort region. The proposed funding will rehabilitate the existing building located at 300 E. 10th Street.

By motion of Councilmember Pitt, seconded by Councilmember Kane, Council adopted the CDBG-NR Kelly Children's Home Grant Project Ordinance.

VOTE: CDBG-NR	YES	NO
Mayor Pro tem Brooks	X	
Councilmember Finnerty	X	
Councilmember Kane	X	
Councilmember Pitt	X	
Councilmember Renn	x	

A GRANT PROJECT ORDINANCE FOR CDBG-NR Kelly Children's Home-Sunrise PROJECT # 19-C-3143 CITY OF WASHINGTON, N.C. FOR FISCAL YEAR 2021-2022

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

<u>Section 1.</u> The project authorized is for the NC DOC, CDBG-Neighborhood Revitalization grant for the Kelly Children's Home.

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

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

 123-4955-4502
 Construction
 \$675,000

 123-4955-0401
 Administration
 75,000

 Total
 \$750,000

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

123-3362-0521 CDBG Funds \$750,000

Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant agreements.

Section 6. Funds may be advanced by the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grant agencies in an orderly and timely manner.

Section 7. The Finance Director is directed to report, on a monthly basis, on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detail analysis of past and future costs and revenues on this grant project in every budget submission made to the City Council.



Copies of this grant project ordinance shall be furnished to the City Section 9. Clerk, and to the Budget Officer, and to the Finance Director for direction in carrying out this project.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall become effective upon its adoption. Section 11.

This the 12th day of July, 2021.

Enel Solie

Attest:



NEW BUSINESS:

APPROVE - WAIVING \$50 AMPLIFICATION FEE (item removed from agenda)

APPROVE – GROUNDSMAN POSITION FOR THE ELECTRIC DEPARTMENT

BACKGROUND AND FINDINGS: The position will allow entry level hiring into the journeyman career of the transmission and distribution department and better distinguish the qualifications for the 3rd class lineman position. This position would be filled using an already budgeted FTE in the department.

By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council approved the addition of a Groundsman position, salary grade 15, for the electric department.

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

ADOPT - BUDGET ORDINANCE AMENDMENT FOR GRANT ASSISTANT POSITION

BACKGROUND AND FINDINGS: A grant assistant has been in place for the prior two years in conjunction with the UNC School of Government Lead for North Carolina fellowship program. The program ends July 31, 2021 and we request extending the position through the balance of fiscal year 2022.

By motion of Councilmember Kane, seconded by Councilmember Renn, Council adopted a Budget Ordinance Amendment for the grant assistant position.

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

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2021-2022

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

<u>Section 1.</u> 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

\$ 49,872

Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts indicated for the grant intern position:

010-4120-0200	Salaries	\$ 32,968
010-4120-0501	FICA-Intern	2,522
010-4120-0600	Insurance	9,300
010-4120-0700	Retirement	3,732
010-4120-0701	401-k	1,350
010 1120 0101	Total	49,872

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

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

Adopted this the 12th day of July, 2021.

MAYOR WAYOR

ATTEST:

CITY LIERK

ADOPT – BUDGET ORDINANCE AMENDMENT TO IMPLEMENT CUSTOMER SERVICE/LICENSE PLATE AGENCY MANAGEMENT REORGANIZATION

BACKGROUND AND FINDINGS: Customer Service will manage the License Plate Agency through the utilization of cross trained Customer Service Representatives to supplement the staffing needs of the License Plate Agency and eliminate one full time position in the License Plate Agency. \$19,320 in salary and benefit savings will result.

By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council adopted a Budget Ordinance Amendment to implement the Customer Service/License Plate Agency Management Reorganization.

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

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2021-2022

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

<u>Section 1.</u> That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts indicated to implement the Customer Service/LPA Management reorganization:

010-4135-0200	Salaries	S	17,905
010-4135-0500	FICA Taxes		1,370
010-4135-0700	Retirement		2,027
010-4134-0200	Salaries		4.262
010-4134-0500	FICA Taxes		327
010-4134-0700	Retirement		483
010-4136-0200	Salaries		(22,167)
010-4136-0500	FICA Taxes		(1,697)
010-4136-0700	Retirement		(2,510)
	Total	2	0

 $\underline{Section\ 2.} \ \ All\ ordinances\ or\ parts\ of\ ordinances\ in\ conflict\ herewith\ are\ hereby\ repealed.$

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

Adopted this the 12th day of July, 2021.

MAYOR

ATTEST:

CITY CLERK

ADOPT - UPDATED EMS FEE SCHEDULE

BACKGROUND AND FINDINGS: The City's last review and update of the EMS fee schedule was 2013. EMS Management Consultants completed a review of the fees we charge and recommends the adoption of rates 200% above the Medicare Fee Schedule. This is consistent with the majority of the clients they serve and will help bridge the gap in increasing EMS operational costs.

City of Washington EMS	TAIL STATE
2021 Medicare Fee Analysis	

Level Of Service	2021 Me Fee Scho	edule -	Cur	rent Rates	gested Rate 60% Above MFS)	شكا	ested Rate 0% Above MFS)
Resident ALS E A0427	\$	431.96	\$	550.00	\$ 647.94	\$	863.92
Non-Resident ALS E A0427	\$	431.96	\$	650.00	\$ 647.94	\$	863.92
ALS TNT A0998		N/A	\$	350.00	N/A		N/A
Resident BLS E A0429	\$	363.75	\$	450.00	\$ 545.63	\$	727.50
Non-Resident BLS E A0429	\$	363.75	\$	555.00	\$ 545.63	\$	727.50
BLS TNT A0998		N/A	\$	250.00	N/A		N/A
ALS 2 A0433	\$	625.20	\$	755.39	\$ 937.80	\$	1,250.40
Mileage A0425	\$	11.55	\$	14.00	\$ 17.33	\$	23.10

By motion of Mayor Pro tem Brooks, seconded by Councilmember Renn, Council adopted the updated EMS fee Schedule.

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

ADOPT - NEW FEE SCALE FOR LOCKERS AT MOORE AQUATIC & FITNESS CENTER

BACKGROUND AND FINDINGS: Old locker fees only allowed members to rent on a monthly basis. New fee scale will match up with monthly, quarterly or annual memberships. Members can still choose to rent on a monthly basis. The new lockers have 3 sizes for members to choose from. These fees have not changed since the Aquatic Center opened.

Proposed Fees

Monthly	Quarterly	Annual	
Small \$4	Small: \$10	Small: \$ 35	
Medium: \$6	Medium: \$15	Medium: \$50	
Large: \$8	Large: \$20	Large: \$65	

By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council accepted the new fee scale for the new lockers installed at the Moore Aquatic & Fitness Center.

VOTE: Locker fees	YES	NO	
Mayor Pro tem Brooks	X		
Councilmember Finnerty	X	æ	
Councilmember Kane	X		
Councilmember Pitt	X		
Councilmember Renn	X		

<u>ADOPT</u> – BUDGET ORDINANCE AMENDMENT TO RECTIFY DISCREPANCY IN CURRENT FISCAL YEAR BUDGET

Background and Findings: This Budget Ordinance will rectify a discrepancy in the current fiscal year budget. (Account: 030-8100-1600).

By motion of Mayor Pro tem Brooks, seconded by Councilmember Renn, Council adopted the Budget Amendment Ordinance in the amount of \$60,000.00.

VOTE: Budget ordinance	YES		NO
Mayor Pro tem Brooks	X		
Councilmember Finnerty	X	[A.]	
Councilmember Kane	X		
Councilmember Pitt	X		
Councilmember Renn	X	A 7	

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2021-2022

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

<u>Section 1.</u> That the following accounts of the Water Fund revenue budget be increased or decreased by the respective amounts indicated:

030-3991-9910

Fund Balance Appropriated

60,000

Section 2. That the following accounts of the Water Fund appropriations budget be increased or decreased by the respective amounts indicated for the budget discrepancy:

030-8100-1600

Maint/Repair Equipment

60,000

 $\underline{Section\ 3.}$ All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 12th day of July, 2021.

TTEST:

Les Bar

ADOPT - ORDINANCE TO AMEND CHAPTER 28, SECTION 7 - RECYCLING

Background and Findings: Recycling centers are no longer accepting magazines, catalogs, and any type of glass. The amended portion of the ordinance is included for your consideration. This amendment is regarding curbside recycling. Glass will be picked up from ABC customers and there will be a convenience site somewhere in the city for citizens to recycle their glass.

By motion of Councilmember Kane, seconded by Councilmember Renn, Council adopted an ordinance to amend Chapter 28, Section 7 - Recycling, by amending the following: I. Section 28-7(a)(l) magazines and catalogs. To read Paper items: newspaper, and inserts. Removing Section 28-7(a)(4) Glass: brown, clear and green. Bottles and jars only permitted. No light bulbs, plate glass, or mirrors.

VOTE: Ch. 28 recycling	YES	NO	
Mayor Pro tem Brooks	X	4	
Councilmember Finnerty	X	£ 1	
Councilmember Kane	X		
Councilmember Pitt	X		
Councilmember Renn	X		

AN ORDINANCE TO AMEND CHAPTER 28, SECTION 7. Recycling, OF THE WASHINGTON CITY CODE

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

Section 1. That Chapter 28 Section 7 (a) Recycling., be amended to delete the following:

Soc. 28-7. Recycling.

- (a) All residents are encouraged to recycle. Recycling not only conserves valuable natural resources, it reduces solid waste volumes and extends the life of our regional landfill. The following materials may be recycled:
 - (1) Paper items: newspaper, inserts, magazines and catalogs.
 - (2) Aluminum and metal cans: food and beverage containers only; no scrap metal, paint cans, aerosol cans, motor oil or antifreeze cans, aluminum foil, plates or pie tias.
 - (3) Plastic containers: PETE #1 and HDPE #2; items such as soft drink bottles, milk jugs, detergent, bleach and fabric softener bottles, and cooking oil bottles.
 - (4) Glass: brown, clear and green. Bottles and jars only permitted. No light bulbs, plate glass, or mirrors.

Section 2. That Chapter 28, Section 7 (a) Recycling, be amended to add the following:

Sec. 28-7. Recycling.

- (a) All residents are encouraged to recycle. Recycling not only conserves valuable natural resources, it reduces solid waste volumes and extends the life of our regional landfill. The following materials may be recycled:
 - (I) Paper items: newspaper, and inserts.
 - (2) Aluminum and metal cans: food and beverage containers only; no scrap metal, paint cans, aerosol cans, motor oil or antifreeze cans, aluminum foil, plates or pie tins.
 - (3) Plastic containers: PETE #1 and HDPE #2; items such as soft drink bottles, milk jugs, detergent, bleach and fabric softener bottles, and cooking oil bottles.

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

Section 4, This ordinance shall be effective July 12, 2021.

This the 12th day of July 2021.

City Clerk

ATTEST

ADOPT -BILATERAL METERING FOR RENEWABLE ENERGY FACILITIES RIDER

BACKGROUND AND FINDINGS: Increased renewal energy opportunities are being presented to our customer base and necessitate the implementation of a policy and respective energy rates. The aggregate capacity of customer owned renewable energy is limited to 5% of the City's peak load for the prior calendar year.

By motion of Councilmember Kane, seconded by Mayor Pro tem Brooks, Council adopted the Bilateral Metering for Renewable Energy Facilities Rider.

City of Washington

Washington, North Carolina

Bilateral Metering

For Renewable Energy Facilities Rider

Availability

This Rider is available only to a Customer who operates a solar photovoltaic, wind-powered, or biomass-fueled generating system. The Customer must have electric consumption billed under an appropriate rate. The rated output (ac) capacity of the generating system shall not exceed 10 kilowatts for a residential system. For a non-residential system, the rated output (ac) capacity of the system shall not exceed the lesser of the Customer's annual maximum demand or 94 kilowatts. The generating system that is connected in parallel operation with service from the City and located on Customer's premises must be manufactured, installed and operated in accordance with governmental and industry standards and must fully conform with the City's applicable Renewable Energy Interconnecting Interface Criteria. Metering of the renewable energy produced by the qualified facility must be separate from all premises consumption and installed in accordance with the requirements of the City.

This Rider is available on a first-come, first-serve basis, except that the aggregate capacity of Customer-owned renewable energy generators shall not exceed five percent (5%) of City's peak load for the prior calendar year. If a Customer's proposed installation results in exceeding the limit, the Customer will be notified that service under this Rider will not be allowed.

Type of Service

This Rider is applicable to energy produced by the Customer's qualified renewable energy generating system. Electrical characteristics of the connection must be the same type supplied to Customer's premises at one point of delivery. Characteristics must be of a type normally available under the Service Regulations of the City.

Monthly Rate

An amount computed under the applicable rate schedule and any other applicable Riders with which this Rider is used, as adjusted to reflect energy delivered to the City as follows:

- 1. For non-TOU customers the amount of credit for all energy delivered to the City will be \$0.0232 per kWhr. In no case shall the energy delivered to the City be less than zero.
- 2. If the meter on the renewable energy interconnection output indicates a net consumption by the renewable energy source during any period, that energy consumption will be billed at the rate

for the customer's normal consumption under the City's RT1, RS1, MG1, or GS2 rates as applicable. Discovery of customer loads connected between the meter and the renewable energy source will result in disconnection of the system.

3. Non-Industrial Customers will be Charged \$50.00 a month. This is a RGF1 For a Residential Generating Facilities Service Customer Charge.

Definitions

• Bilateral metering is defined as a system with separate meters for Customer consumption and renewable energy production. Bilateral metering is <u>not</u> net metering.

Special Conditions

- 1. Customer must complete an applicable renewable energy interconnection request ("Application") and submit same to the City of Washington. This application and the interconnection shall be approved by the City prior to the Customer receiving service under this Rider.
- 2. Customer's service shall be metered with two meters, one of which measures the energy provided by the City and the other measures the amount of energy generated by the Customer's renewable energy generator.
- 3. In the event the City determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and quality of electric service provided to other customers, the PV system owner shall make an advance payment to the City in an amount equal to the cost of the required facility modifications.
- 4. The City reserves the right to test the Customer's renewable energy generator and the interconnection for compliance with the applicable interface criteria. Should it be determined that Customer's installation is in violation, the City will disconnect the renewable energy generator from the City's distribution system and it shall remain disconnected until the installation is brought into compliance.

Contract Period

The Contract Period for service under this Rider shall be five (5) years and thereafter shall be renewed for successive one-year periods. After the initial period, Customer may terminate service under this Rider by giving at least sixty (60) days previous notice of such termination in writing to the City.

The City may terminate service under this Rider at any time upon written notice to Customer in the eve	nt
that Customer violates any of the terms or conditions of this Rider, or operates the generating system is	n
a manner which is detrimental to the City or its Customers.	
Effective for service rendered on and after	

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

ANY OTHER ITEMS FROM CITY MANAGER:

Mr. Russell provided an update on the 15th Street design project from Stantec.

The City Manager stated the 16U softball team has made it to the World Series. Council has previously awarded funding to help with travel expenses for teams that have progressed to this level. Council, by consensus, agreed to financially support this team again this year.

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

Councilmember Pitt noted the ElectriCities Board meeting will be held on Wednesday.

CLOSED SESSION:

By motion of Councilmember Pitt, seconded by Councilmember Renn, Council entered into closed session under NCGS 143-318.11 (A)(3) at 6:15pm.

By motion of Councilmember Pitt, seconded by Mayor Protein Brooks, Council came out of closes session and returned to open session at 6:50pm.

ADJOURN:

By motion of Councilmember Pitt, seconded by Mayor Pro tem Brooks, Council adjourned the meeting at 6:50pm until August 9, 2021 at 5:30pm in the City Council Chambers.

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC City Clerk

Agenda Date: 8/9/2021



REQUEST FOR CITY COUNCIL ACTION

To:

Mayor Sadler & Members of City Council

From: Date: Subject: Staff Presentation:	Mark Yates, Fire Chief August 9, 2021 Adopt Budget Ordinance Amendment – EMS Unit N/A	
RECOMMENDATION: I move that the City Counce purchase of a new EMS Un	il adopt a Budget Ordinance Amendment to cover a price increase for nit.	the
Amendment in the amount	NGS: well as unforeseen Federal Regulation Changes a Budget Ordinance of \$16,000 is needed to cover the purchase of the new EMS unit. The the 2015 Chevrolet EMS Unit now in service.	;
PREVIOUS LEGISLATIVE A	ACTION	
FISCAL IMPACT		
Currently Budgeted (A Fiscal Impact	ccount	_No
SUPPORTING DOCUMENTS	<u>S</u>	

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2021-2022

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

<u>Section 1.</u> That the following accounts of the Vehicle Replacement Fund revenue budget be increased or decreased by the respective amounts indicated:						
086-3991-9910	-3991-9910 Fund Balance Appropriated					
	following accounts of the Vehic reased or decreased by the resp nce equipment:					
086-5011-7490	Vehicle Purchase Fire	\$	16,000			
Section 3. All ordina repealed.	inces or parts of ordinances in o	conflict her	rewith are hereby			
Section 4. This ordin	nance shall become effective up	oon its ado	ption.			
Adopted this the 9th day of A	August, 2021.					
	MAYO)R				
ATTEST:						
CITY CLERK						

Scheduled Public Appearances:

Scot Craigie

Historic Preservation Commission Standards & Modern Materials

Washington North Carolina

Historic Districts and Preservation Commission

HPC Standards Discussion

History

June 28, 1977 - Washington Historic Preservation Commission Established (HPC)

July 13, 1978 - Washington Historic District Nomination

August 14, 1978 - Washington Historic District (National Register of Historic Places)

March 12, 1992 - Certified Local Government (CLG) Designation February 2002 - City Council Abolished the Washington HPC

March 2002 - City Council Appoints new Commission for the Washington HPC

McRoy, Archie and Collier appointed, term expires 6/30/2005 Lavan and Jerfferson appointed, term expires 6/30/2004 Jennings and Ganley appointed, term expires 6/30/2003

October 2011 - North Market Street Historic District (National Register of Historic Places)

References

G.S. 160D - 303 Historic Preservation Commission

- (a) Governing Board (City Council) establishes the HPC

Washington Code of Ordinances Sec. 40-386. - Historic District and Commission

- (c)(4) All standards and amendments shall be subject to approval by the City Council

Historic Preservation Commissions in NC Handbook

- The standards should take into account durability of materials and the needs of property owners, as well as aesthetic considerations. (page 34)
- The standards should not require particular architectural features or styles. Standards using relative rather than absolute terms (for example, "recommend/" "encourage," and "'discourage/" rather than ("require" or "prohibit") provide guidance while allowing the commission reasonable leeway in design review. It is more practical to frame standards in terms of the desired result than to prescribe specific solutions. Nonetheless, examples of good design solutions for common types of changes are helpful. (page 34)
- design standards should be updated periodically. (page 34)
- How strictly to regulate the use of modern materials (such as vinyl or aluminum siding or asphalt shingles). (page 37)
- Publications and distribution of standards made available to public and real estate agents (page 40)

Washington HPC Standards

- 1.2 Secretary of Interiors' Standards for Rehabilitation
 - 6. "where possible, materials" (page 27)
- 1.4 Historic Preservation Commission

"The preservation field is constantly changing with the development of new materials and technology, therefore the HPC must keep itself up-to-date on developing trends." (page 32)

1.6 Ties to Other Codes and Guidelines

Relationship to State and National Standards

"Being in a locally designated Historic District does not require the property owner to follow any particular state or federal standards for preservation"

Washington National Register of Historic Places Nomination Form 1978

https://files.nc.gov/ncdcr/nr/BF0069.pdf

- Defines the District Area
- Statement of Significance: Lists the history of Washington
- List of homes and businesses within the district, buildings are listed as (Pivotal (Piv), Positive (Pos) Contributing) or (Fill (F), Intrusion (I) Non-contributing)

North Market Street National Register of Historic Places Nomination Form 2010

https://files.nc.gov/ncdcr/nr/BF0783.pdf

- Defines the District Area
- List of homes and businesses within the district, buildings are listed as Contributing (C), and Non-Contributing (NC)
- 20% of homes use modern materials and are classified as contributing
- Statement of Significance: Lists the history of Washington and North Market Street District

SHPO Architectural Survey Manual 2008

- District / Neighborhood Association:			non-contrib
(subjective judgment as to the property	r's contribution to the character	r of the d	istrict)
- Primary Original Ext. Material: Weatherboa	d (plain beaded molded novels	ty type ur	nk.) Batten
Wood shingles Exposed logs Brick Sto	ne Stucco Pebbledash		
Other	Covering: None Alun	iinum V	'inyl Asbestos
Shingle Later brick veneer Metal Paper	Undetermined		
- Covering: None Aluminum Vinyl Asbest	os Shingle Later brick veneer	Metal	Paper
Undetermined (Circle the material than	at covers or replaces the prima	ry origina	ıl material.)
- Material Integrity: High Medium Low No	'A Gone		
Material Integrity: High Medium Low	N/A Gone This means the his	storic inte	egrity of the
material in the building. It may have h	igh integrity (mostly original m	naterials a	and features) but be
in deteriorated condition, or have low	integrity and be in good condit	ion. This	is a somewhat
subjective judgment. As a rule of thur	nb, a house that has been cove	ered with	artificial siding
but otherwise retains its original forn	, windows, and porches is " <mark>m</mark>	edium."	The same house

with porch removed or enclosed and with windows replaced is "low."

Certified Local Government (CLG) Standards 2003

 CLGs receive technical assistance and training from the State Historic Preservation Office (HPO), participate in the National Register nomination process, and are eligible to receive small matching grants for preservation activities.

Requirements for Certification

Federal Requirements

- * Enforce appropriate state or local legislation for the designation and protection of historic properties
- * Establish by state or local legislation an adequate and qualified historic preservation review commission
- * Maintain a system for the survey and inventory of properties that furthers the purposes of the Act
- * Provide for adequate public participation in the local historic preservation program, including the process of reviewing nominations to the National Register of Historic Places
- * Satisfactorily perform the responsibilities delegated to it under the Act

Local Historic Preservation Ordinance

Local Historic Preservation Commission

Certified Local Government Staff

Survey of Historic Properties

Public Participation

Decertification

The SHPO may recommend decertification to the National Park Service after all of the following conditions have been met:

- 1. The SHPO determines that a CLG's performance does not meet the performance standards specified in the Certification Agreement or referenced therein, including meeting established time periods, and
- 2. The SHPO specifies to the CLG in writing ways to improve performance within a period of time by which deficiencies must be corrected or improvements must be achieved, and
- 3. After the period of time stipulated by the SHPO, the SHPO determines that there has not been sufficient improvement

HPC Minutes with Vinyl Window Request *

Approved	Date	Address	Description
Yes	12/03/2019	Belk Bldg	Vinyl Windows
No	10/01/2019	111 W 2 nd	Court House Annex
Yes	08/06/2019	109 N Brown	3 Vinyl Doors Back of House
No	10/02/2018	705 E Main	Vinyl Windows, House has on back
No	12/05/2017	124 E 2 nd	Replace screen porch with Vinyl Clad
Yes	11/07/2017	243 E Main	Vinyl Windows
Yes	08/01/2017	513 E 2 nd	New Structure, Garden house, vinyl windows
No	04/04/2017	625 E Main	Vinyl Windows installed before request,
			Comment made by commissioner Everett that
			Window Guidelines need to be addressed
Yes	03/07/2017	248 W Main	Vinyl Windows on 2 nd and 3 rd floor
Yes	02/07/2017	192 W Main	Vinyl Windows on 2 nd and 3 rd floor
Yes	01/03/2017	404 Water	Replace all with Vinyl windows
Yes	06/07/2016	715 Short	Vinyl Windows on 2 nd floor
Yes	05/03/2016	222 E 2 nd	Replace all sashes with vinyl clad
No	11/03/2015	319 W 2 nd	Came back for reconsideration
		315 W 2 nd	
No	09/01/2015	315 W 2 nd	Hardi Plank and Vinyl windows
			Mr. Hodges (Chair) stated that the commission
			had approved vinyl windows in the past

^{*} Online minutes where not kept prior to August 2015, paper copies exist for further research

Findings (not all homes in district evaluated)

Address	Vinyl Windows	PVC or Vinyl Fence	Siding	Before Historic Designation 1978 *
519 W Main			Alum & Vinyl	
705 W Main		Yes		
710 W Main			Alum & Vinyl	
715 W Main			Alum & Vinyl	
717 W Main	Yes		Alum & Vinyl	
719 W Main			Alum & Vinyl	
721 W Main			Alum &Vinyl	
735 W Main			Alum & Vinyl	
738 W Main			Alum & Vinyl	
319 E Main			Alum &Vinyl	
511 E Main			Alum & Vinyl	
164 E Main	Yes			
413 E Main	Yes			
428 E Main		Yes		
602 E Main		Yes	Alum	Yes
609 E Main	Yes			
625 E Main	Yes		Alum	Yes
628 E Main			Alum & Vinyl	
702 E Main	Yes			
712 E Main			Alum & Vinyl	
728 E Main			Alum & Vinyl	
121 E 2 nd	Yes			
122 E 2 nd	140		Asbestos	Yes
127 E 2 nd			Alum &Vinyl	Yes - Alum
213 E 2 nd			Alum	Yes
227 E 2 nd	Yes		1 110111	100
414 E 2 nd	105		Alum	Yes
434 E 2 nd		Yes	1 110111	145
502 E 2 nd		Yes		
507 E 2 nd	Yes	103		
518 E 2 nd	Yes			
524 E 2 nd	103	_	Asbestos	Yes
532 E 2 nd			Alum	Yes
600 E 2 nd	Yes		Aidii	103
W 2 nd – Eureka Sq.	105	Yes		
W Main &		Yes		
		1 CS		
Hackney 244 E 3 rd		Yes		
815 E 3 rd		Yes		
		Yes		
314 N Harvey		Yes	Alum & Vinyl	
334 N Harvey			Alum & Vinyi	
123 MLK		Yes		
239 MLK		Yes		,
406 Water		Yes	A large Pr 37:1	
112/114 Charlotte			Alum & Vinyl	
124 Mac Nair			Alum & Vinyl	

^{*} refers to Siding

SHPO and our standards refer to preserving the "Character" of our historic district, and the standards are for the people who maintain and preserve the homes and buildings in the district, rather than letting them deteriorate. During our town meeting in August 2019 we heard many people ask about modern materials, with that the people were told that a review of our standards and materials would take place. We have also had many COA requests that indicate people want modern materials. Our goal as a commission is to help homeowners restore their homes, our standards guide the homeowners through that process. The commission has the responsibility to update the standards including materials for rehabilitation for city council review and approval.

The information listed in this document show that being strict or requiring certain materials is not the issue for preserving and maintaining historic districts. In order to be eligible for tax credits and/or grants then following the Secretary of Interiors Standards for Rehabilitation is a must, otherwise allowing more modern materials should be allowed in our standards.



MEMORANDUM

To:

Mayor Sadler & Members of the City Council

From:

Matt Rauschenbach, C.F.O./Assistant City Manager

Date:

August 9, 2021

Subject:

Reporting of Bad Debt Write-Offs FY 2021

The following accounts have been written off in accordance with the City of Washington's Policy for Write-off of Uncollectible Accounts Receivable.

Write-off
74,625.59
21,625.48
5,230.31
11,848.46
15,124.10
6,038.42
1,689.56
31.68
7,200.00
138,394.35
\$ 281,807.95

Debt set off and a collection agency are utilized for the collection of delinquent accounts. Accounts are written off after 5 years in accordance with the City's write-off policy.

The EMS write-offs are consistent with past performance. Our collections represent 77% and are consistent with the industry norm. Medicare and Medicaid pay 93% after contractual allowances, insurance 73%, and patients 5%. Our revenue has increased from \$350,000 to \$535,000/year since we began using EMS Management Consultants for our billing and collection in 2010. EMS write-offs will continue to be substantial in the future due to contractual allowances and expected collection rate.

Policy for Write-off of Uncollectible Accounts Receivable was adopted July 18, 2011.



Machelle Baker Sanders

Kenny Flowers
ASSISTANT SECRETARY

MEMORANDUM

TO:

Local Government Officials and Other Interested Parties

FROM:

Iris C. Payne, Director

Division of Rural Economic Development

DATE:

July 19, 2021

SUBJECT:

2021 CDBG Neighborhood Revitalization (CDBG-NR) Program

Administering Agency:

Division of Rural Economic Development (REDD), N.C.

Department of Commerce, 301 North Wilmington Street, 4346 Mail Service Center, Raleigh, North Carolina, 27699-4346

Program Description:

The CDBG Neighborhood Revitalization (CDBG-NR) category is designed to provide grants to local unit of governments for housing, housing- related activities, and public facilities. Awards are made on a competitive basis based on the number of

are made on a competitive basis based on the number of applications received compared to funding availability.

Eligibility Guidelines:

All municipalities in North Carolina are eligible to receive Small Cities CDBG funds with special consideration for pre-2015 CDBG grants that were impacted by the US Treasury recapture, except for the 24 entitlement cities in the state that receive funds directly from the U.S. Department of Housing and Urban Development (HUD). The North Carolina entitlement cities are listed as follows: Asheville, Burlington, Cary, Chapel Hill,

Charlotte, Concord, Durham, Fayetteville, Gastonia, Goldsboro, Greensboro, Greenville, Hickory, High Point, Jacksonville, Kannapolis, Lenoir, Morganton, New Bern, Raleigh, Rocky Mount, Salisbury, Wilmington, and Winston-

Salem.

All counties, except for the four HUD-designated urban counties of **Wake**, **Cumberland**, **Mecklenburg**, and **Union** are eligible to apply for Small Cities CDBG funds. All municipalities in the

two counties are ineligible to apply for Small Cities CDBG funds except the **Town of Holly Springs** in Wake County and the **Town of Linden** in Cumberland County.

Source of Funds: Small Cities Community Development Block Grant (CDBG)

Program, U.S. Department of Housing and Urban Development

Funding Level: Award Ceiling (Maximum) \$750,000

Total Funding Available: Approximately \$10,000,000

2021 Updates The changes for the 2021 program:

encourages pre-2015 projects impacted by US Treasury recapture;

• waives requirements that applicants must not have an open CDBG-NR grant;

 allows transitional housing and emergency shelters to be submitted as a stand-alone project;

• clarifies that Housing Selection Committee requirements must be met to be considered for funding;

• requires that the Chief Elected Official's email address be added to the Application Summary signature line; and

• requires that all applications be submitted by US Postal Service or an overnight delivery service. Applications cannot not be hand-delivered to NC Commerce.

Funding Cycle: Applications are due by 4:00 PM on Thursday, October 14,

2021. To acquire an application, see www.nccommerce.com or

contact Valerie.Moore@nccommerce.com.

For Additional Contact Valerie D. Moore Fegans at (919) 814-4673 (office),

Information: (TDD 1-800-735-2962), or Valerie.Moore@nccommerce.com.



Roy Cooper

Machelle Sanders SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

July 27, 2021

The Honorable Donald R. Sadler, Mayor City of Washington 102 East Second Street Washington, North Carolina 27889

Subject: De-obligation of Funds

CDBG Number: 14-D-2971 NR

Dear Mayor Sadler:

NC Commerce has received the City of Washington's June 29, 2021, letter, requesting to deobligate its \$750,000 Community Development Block Grant (CDBG) under the Neighborhood Revitalization (NR) Program. The request is approved effective July 26, 2021.

To date, the City of Washington has expended \$61,655.41 of the grant. The expended amount was used for administration and planning activities which does not meet a required CDBG national objective. The \$61,655.41, therefore, must be returned to our office by August 31, 2021.

We look forward to assisting the city with its housing and community development needs. Should you have any questions, please contact Dennis Branch, Grants Management Representative at (919) 814-4680 or dennis.branch@nccommerc.com.

Sincerely,

Iris Payne

CDBG Program Director

IP/VDM

cc: Mr. Jonathan Russell, City Manager

Mr. Kevin Richards, Mid-East Commission

Mr. Dennis Branch, Grants Management Representative, NC Commerce

Ms. Toni E. Moore, Budget Officer, NC Commerce

Cynthia Bennett

From: Matt Rauschenbach

Sent: Tuesday, July 27, 2021 5:45 PM

To: Tammy Swindell

Cc: Jeanne Harris; DeCarlo Smallwood; 'Kevin Richards'; 'Terry Boyd'; Franz Holscher;

Jonathan Russell; Cynthia Bennett; 'valerie.moore@nccommerce.com'; 'ipayne@nccommerce.com'; 'dennis.branch@nccommerce.com'; 'tmoore@nccommerce.com'; 'lucrecia.high@nccommerce.com'; 'lwilliams@mideastcom.org'; 'tamisha.evans@nccommerce.com' FW: Approval of De-obligation of Funds Request re: 14-D-2971 NR

Subject: FW: Approval of De-obligation of Funds Request re: 14-D-2971 NR **Attachments:** Washington 14-D-2971 NR Deobligation of Funds Ltr. 7.27.2021.pdf

Hi Tammy,

Please write a check prior to August 1st in the amount of \$61,655.41 payable to the NC Department of Commerce, **code to 010-4400-5703 in prior fiscal year 2021**, referencing De-obligation of 14-D-2971 NR in the memo section of the check and send to the attention of Ms. Iris Payne at the address on the attached letter.

Cynthia, please include a copy of Ms. Payne's letter and this email in the August 9th agenda as a memo to Council.

Thanks, Matt Rauschenbach C.F.O. City of Washington 252 975-9312



From: Kevin Richards < krichards@mideastcom.org>

Sent: Tuesday, July 27, 2021 5:21 PM

To: Terry Boyd <tboyd@mideastcom.org>; Matt Rauschenbach <mrauschenbach@washingtonnc.gov>

Subject: FW: Approval of De-obligation of Funds Request re: 14-D-2971 NR

FYI,

I just received this.

Kevin

From: Moore, Valerie D <valerie.moore@nccommerce.com>

Sent: Tuesday, July 27, 2021 5:02 PM

To: Russell, Jonathan < irussell@washingtonnc.gov>

Cc: Kevin Richards krichards@mideastcom.org; Payne, Iris C <ipayne@nccommerce.com; Branch, Dennis

<dennis.branch@nccommerce.com>; Moore, Toni E <tmoore@nccommerce.com>; High, Lucrecia
<lucrecia.high@nccommerce.com>; Lisa Williams <luilliams@mideastcom.org>; Evans, Tamisha

<tamisha.evans@nccommerce.com>

Subject: Approval of De-obligation of Funds Request re: 14-D-2971 NR

Mr. Russell:

Attached is the approval letter for the City of Washington's request to de-obligate the \$750,000 CDBG Neighborhood Revitalization (CDBG-NR) grant. The original will be mailed to Mayor Sadler. Please note that the \$61,655.41 expended for the grant, must be repaid to NC Commerce by August 31, 2021.

The city is encouraged to apply for the 2021 CDBG-NR program to assist the remaining beneficiaries. The program guidelines and application are available at www.nccommerce.com. Applications are due by October 14, 2021. If the city's Environmental Review Record is less than five years old at the time of the Grant Agreement, a new one will not be required. This will expedite the release of programmatic funds process.

Should you have questions, feel free to contact me at Valerie.moore@nccommerce.com .

Sincerely,

Valerie

Valerie D. Moore Fegans, CDBG Section Chief North Carolina Department of Commerce



(919) 814-4673 (Office) (919) 414-7864 (Mobile) valerie.moore@nccommerce.com

301 N. Wilmington Street 4346 Mail Service Center Raleigh, NC 27699-4346

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

Washington Warren Airport Advisory Board Meeting Minutes June 8, 2021 10:00 am

Attendance:

Roy Whichard - Chairman
Trent Tetterton - Vice Chairman - Absent
Doug Boyd - Board Member
Wayne Woolard- Board Member
Jack Hill - Board Member
William Plaster - Board member
Eric Mitchell - Board member
Mike Renn - Council Liaison

Guest in Attendance:

Earl Malpass, Airport Manager via Zoom Jonathan Russell, City Manager via Zoom Roland Wyman via Zoom Jessica Green via Zoom

Agenda Adoption- Wayne Woolard motioned to adopt the meeting agenda and Doug Boyd seconded.

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

Report from Business:

Airport Strategic Team:

Roland Wyman explained that the team didn't have many new developments, just slow and steady progress. He explained that essentially what they are doing now is reworking the various sections that the volunteers have researched and put together and complying the notes. He stated that he is getting everything over to Erin, Tourism Director, and she is making it look organized and making it into a final product. Mr. Wyman explained that the team is still just hammering away at it section by section. Earl Malpass stated that they also met with the Division of Aviation and the Department of Commerce and those offices will be helping and coaching through the process. Mr. Wyman elaborated more on the meeting. He stated that Martyn Johnson, County Economic Development, has been very involved during the process and thanks to Earl's ongoing communication with Amanda Connor, Division of Aviation, they have taken a great interest in what the team is doing. He explained that this effort has served has an inspiration for the Division of Aviation to prompt other similar Airports to do their own strategic plan. He stated that the team agreed to work with the Division of Aviation and incorporate all the best practices that Commerce recommends as well. Earl Malpass stated that with the stamp of approval from the Department of Commerce it will also give them a little more credibility.

Public Comments:

None

Staff Reports:

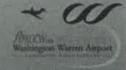
Jonathan Russell: Budget update

Jonathan Russell stated that they are working at closing out the year end with June being the last month of the fiscal year. He explained that in talking with Earl they were able to make some fuel purchases prior to the recent price increase. He stated that they reallocated funds of \$20,000/\$25,000 for that purchase. With people getting out and about more Mr. Russell stated that they hope to continue to see growth and activity at the Airport. He stated that there is nothing alarming with the budget numbers. He stated that they would like to see more fuel sales but of course there are a lot of variables affecting that.

Earl Malpass: Airport Manager Airport Monthly Operations Report Presentation – May

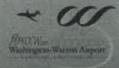
May Operations Report

- 102 landings, 103 takeoffs, 123 aircraft operations at OCW
- Fuel Farm QT Pod delivered; Contractor delayed.
- Timber sale hits another snag. Latest vendor goes silent and won't return calls.
- Inside fields were able to be cut with Airport's equipment. It was real dry.
- Staff continue to spray weeds, groom fields and hangar areas.
- Service equipment and repaired batwing.
- One of the Airport team member, Brian Edwards, completed his degree and took another position. Requisition approved for posting.



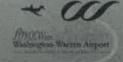
May Operations Report

- Earl continues to meet w/ Jordan H. & retired judge to discussing Airport projects.
 - Packet sent to Representative Kidwell.
 - Have been told the Speaker of the House approves, and info is being passed around.
 - Have been told there is political jockeying occurring, but should know around the end of June if the OCW requests make it to the Governor's desk.
 - Have suggested a Letter of Intent be given to property owners who's land is for sale, if possible.
- Several meetings with BCED Team to move 4 Named Projects forward.



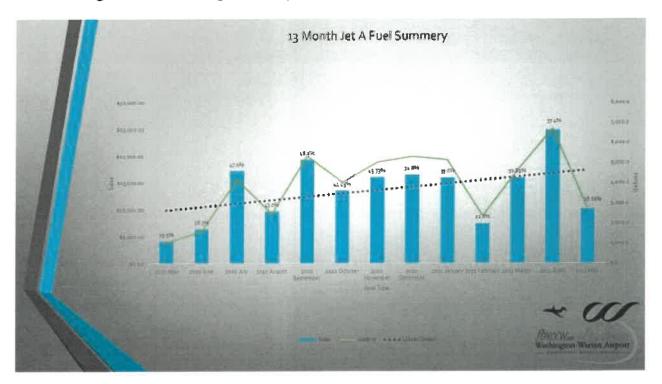
May Operations Report

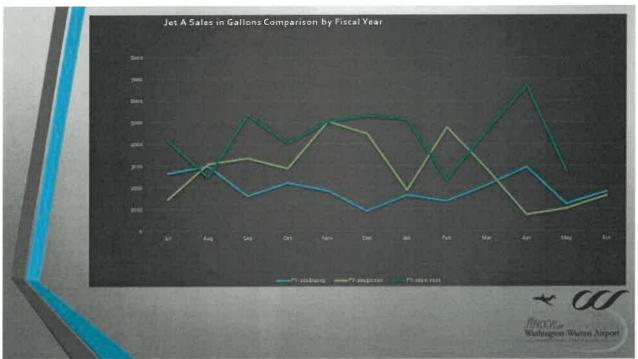
- 2 Airport Strategic Planning Team meetings -
 - Update from the team on Agenda
- Hangar 3,4, & 5 still have moisture problems. Will hopefully address in July.

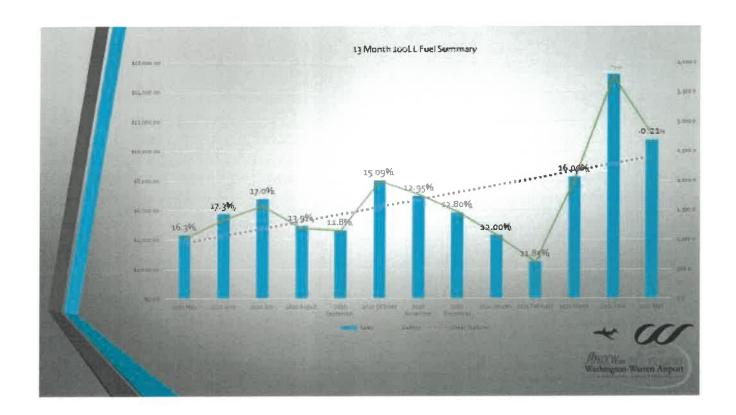


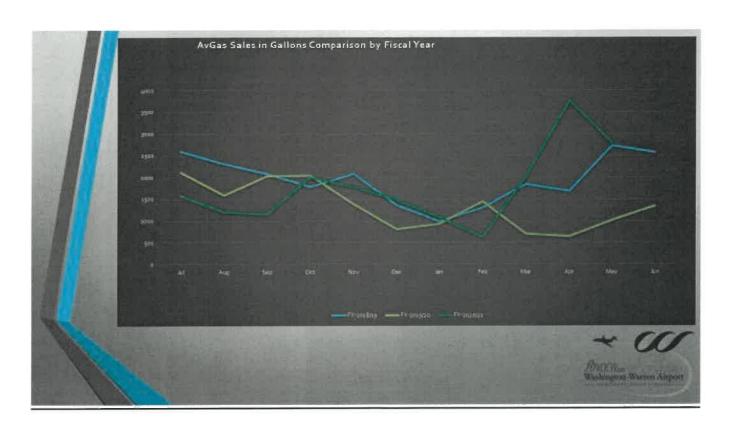
Jet Fuel Summary

- The margin for Jet A fuel for May is up 28.86%.
- The margin for IOOLL Avgas for May is -0.21%.











Earl Malpass and Jonathan Russell discussed additional CARES Act funding that the City will be receiving.

New Business:

Mike Renn: Council Liaison – Mr. Renn also spoke about the additional CARES Act funding and recommended moving forward on the Letter of Intent and asked what needed to be done. Jonathan Russell stated that was something that wouldn't be an issue getting together. Earl Malpass stated that it would be wise for them to have the City Attorney write up the Letter of Intent with the property owner. He stated that it wasn't necessarily something to hand to the legislators, it's just that both of the properties are for sale now and he would hate to see either one of the properties be sold for something else. Especially when they are maybe a month or two away from the City being able to purchase both properties. Jonathan Russell stated that they could certainly reach out to the real-estate companies that are representing those properties and provide a letter of interest stating what the City is working on. The board discussed the land purchase further. Earl Malpass stated that they should know the status of the grant money by the end of the month. Wayne Woolard asked Earl to find out what committee is in charge of the funds.

Roy Whichard: Chairman- (None)
Trent Tetterton: Vice Chairman- (None)
Jack Hill: Board Member-Absent
Doug Boyd: Board Member – Absent
Wayne Woolard: Board Member – (None)
Eric Mitchell – (None)
William Plaster – (None)

Adjourn

Wayne Woolard motioned to adjourn and Doug Boyd seconded.

Informal Discussion: None

Agenda Date: August 9, 2021



REQUEST FOR CITY COUNCIL ACTION

To:	Mayor Sadler & Members of the City Council	
From:	Cynthia S. Bennett, City Clerk	
Date:	August 9, 2021	
Subject: Appointments to Human Relations Council &		
	Recreation Advisory Committee	
Applicant Presentation:	N/A	
Staff Presentation:	N/A	
RECOMMENDATION:		
I move that the City (Council: (Mike Renn – Liaison) Council appoint to the Human Relations Council to fill a Germ to expire June 30, 2024.	
	Council appoint to the Human Relations Council to fill a Cerm to expire June 30, 2024.	
	Committee: (Richard Brooks – Liaison)	
I move that the City C to fill a VACANT (or	Council appoint to the Recreation Advisory Committee, atside) position. Term to expire June 30, 2024.	
-	ed for vacancies for expiring terms on various boards, commissions, ats will be made at the August 9, 2021 Council meeting.	
PREVIOUS LEGISLATIVE AC N/A	<u>TION</u>	
FISCAL IMPACT Currently Budgeted (Account	Requires additional appropriation X No Fiscal Impact	
SUPPORTING DOCUMENTS Board Applications		

Requeste	ed Board ^F	luman Re	elations	Council	

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

NAME Leesa Payton Jones	
ADDRESS 1411 Nicholson Street Washington	NC 27889
PHONE (WORK)	
	n
DO YOU LIVE WITHIN THE CORPORATE LIN	AITS OF WASHINGTON? YES (NO ()
HOW LONG HAVE YOU BEEN A RESIDENT O	F BEAUFORT COUNTY? 25 YEARS
YEARS OF EDUCATION 16	
HAVE YOU SERVED ON A BOARD/COMMISSI	
IF YES, PLEASE INDICATE Brown Library Box	ard of Trustees
DO YOU ANTICIPATE A CONFLICT OF INTERBOARD/COMMISSION? No	REST BY SERVING AS A MEMBER OF A IF YES, EXPLAIN
sheet if additional space is needed. I feel I am qualified for this appointmment as Washington/Beaufort County citizens impact their compride in cultural and heritage events that pron	munities thru healthy, viable activites. I encourage people to take note a sense of dignity and respect for everyone.
	rticipating in many local outreaches that ensure all
of Washington/Beaufort County residents have	
	ouncil in making appointments to Boards and Commissions
, , , , , , , , , , , , , , , , , , , ,	d as a news release to identify you to the community. Leesa payton Jones
7/29/2021	
Date	Signature

Requested Board Human Relations Council

CANDIDATES REQUEST FOR APPOINTMENT TO BOARDS, COMMISSIONS, AND/OR AUTHORITY OF THE CITY OF WASHINGTON
NAME HENRY E. Caposna
ADDRESS 308 CYPRESS CONDING PRAIL CHOCOWINITY, NC 27817
PHONE (WORK) (HOME) (HOME)
E-MAIL ADDRESS HENry CAPOGNA & GUALL, COM
DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES NO
HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 42 Months YEARS
YEARS OF EDUCATION Colleged degrée B.A. 1972 Michigan State
HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES NO
IF YES, PLEASE INDICATE
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A
BOARD/COMMISSION? FYES, EXPLAIN
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of
sheet if additional space is needed.
I Feeted Feel Compelied to SERVE 50 We Con
FACILITATE VITAL DIALOGUE AMONG DIFFERENT PEOPLE With different Cultures, Bochgrounds & Customes. We ONE All products of Whom We'vE Met. Never Forget Where you Come from yet Realize Everyone IS Part of cur Meltin NOTE: This information will be used by the City Council in making appointments to Boards and Commissions P. F.
with different coctures, Bochgrounds & costomo, We
are All products of Whom We'vE Met. Never Forget
Where you Come From get Replize Everyone IS Part of cor Meltin
NOTE: This information will be used by the City Council in making appointments to Boards and Commissions
AND, in the event you are appointed, it may be used as a news release to identify you to the community.
7-13-21 Date Signature Signature
Date Signature

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

Boild Condition through disussion. It

- PAST President OF EAGLEY WINGS food PARTY

- Co-CHAIR OF TOYS FOR TOTS FOR U GENTS

- PRESIDENT OF WASHINSTON NOON ROTORY CLOB

- ACTIVE Member of ST. Peters EPISCAPOL CHURCH

- NATUE of Metropolitan Detroit Who Cived

IN DN THESTATED REGION!

Witnessed the Detroit Race

1967 AS A 17 Year Old.

Requested Board REC Advisory Committee

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

NAME Benjamin Pollard Myers
ADDRESS 205 Inda Way, Washington, NC 27889
PHONE (WORK) 252-495-3677(HOME)
E-MAIL ADDRESS Ben@Benmyers.realtor
DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES (X) NO () HOW LONG
HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 5_YEARS
YEARS OF EDUCATION 3 years
HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES (x) NO () IF YES, PLEASE
INDICATE Currently Serving on Rec Advisory Committee. Wish to continue serving
DO YOU ANTICIPATE A CONFLICT OF INTEREST BY SERVING AS A MEMBER OF A BOARD/COMMISSION? No IF YES, EXPLAIN
STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of
sheet if additional space is needed.
I have served for the last several years and enjoyed being involved in the community and positive changes made by Parks
& Rec. I would like to continue to serve in this capacity.
NOTE: This information will be used by the City Council in making appointments to Boards and Commissions AND, in the event you are appointed, it may be used as a news release to identify you to the community.
Bon Myers 6-20-21 Date Signature
NOTE: Application will remain on file for six (6) months. Expiration Date:

Agenda Date: August 9, 2021



10:	Mayor Sadier & Members of the City Council			
From:	Matt Rauschenbach, CFO/Assistant City Manager/Interim Electric			
Date:	August 3, 2021			
Subject:	Adopt Project Carry Forward Budget Ordinance Amendment			
Applicant Presentation:	N/A			
Staff Presentation:	N/A			
RECOMMENDATION: I move that City Council adopt a Budget Ordinance Amendment to carry forward the appropriation to complete projects budgeted in the prior year. BACKGROUND AND FINDINGS: Projects budgeted in the prior year were not finished and are in need of appropriation to complete in the current fiscal year.				
PREVIOUS LEGISLATIVE	ACTION			
FISCAL IMPACT				
Currently Budgeted (Accord	unt) _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 2021-2022

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

<u>Section 1.</u> 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 \$ 360,113

Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts indicated to carry forward the appropriation for projects budgeted in the prior year that were not completed:

010-4510-4501	Contract Services-Paving	\$ 150,000
010-4511-4501	Street Paving	45,660
010-4650-4501	ED Projects	25,390
010-4650-6127	Civic Center Maintenance	14,051
010-6125-7400	Civic Center Capital Outlay	34,684
010-6130-7400	B&G Capital Outlay	90,328
	Total	\$ 360,113

<u>Section 3.</u> That the following accounts of the Electric Fund revenue budget be increased or decreased by the respective amounts indicated:

035-3991-9910 Fund Balance Appropriated \$ 3,074,509

Section 4. That the following accounts of the Electric Fund appropriations budget be increased or decreased by the respective amounts indicated to carry forward the appropriation for projects budgeted in the prior year that were not completed:

035-7251-7000	Electric Non-capitalized	\$ 30,748
035-8370-7400	Electric Capital Outlay	229,039
035-8370-7426	Electric Slatestone Substation	362,917
035-8375-1600	Electric Maint/repair	75,871
035-8390-7400	Electric Capital Outlay	2,375,934
	Total	\$ 3,074,509

<u>Section 5.</u> All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 9th day of August, 2021.		
ATTEST:	MAYOR	
CITY CLERK August 9, 2021		

Page 45 of 180

Agenda Date: August 9, 2021



REQUEST FOR CITY COUNCIL ACTION

To: From: Date: Subject: Staff Presentation:	Mayor Sadler and Members of City Council Matt Rauschenbach, CFO/Assistant City Manager/Interim Electric Director August 9, 2021 Adopt Purchase Order Carry Forward Budget Ordinance Amendment N/A
RECOMMENDATION I move that City Co purchase orders as o	uncil adopt a Budget Ordinance Amendment to appropriate funding for open
	FINDINGS: contractual obligations for the City. Funding for prior year open purchase to satisfy these obligations.
PREVIOUS LEGISLA	TIVE ACTION
FISCAL IMPACT Currently Budge No Fiscal Impact	eted (Account) _X_ Requires additional appropriation
SUPPORTING DOCUME Budget Ordinance As	

Open PO Schedule

AN ORDINANCE TO AMEND THE BUDGET ORDINANCE OF THE CITY OF WASHINGTON, N.C. FOR THE FISCAL YEAR 2021-2022

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

<u>Section1.</u> That the following amounts are hereby appropriated for spending in FY 21/22 in order to satisfy existing contracts, grant obligations, and purchase orders at the end of last fiscal year.

Schedule A. General Fund

Finance	2,146
Information Systems	34,213
Municipal Building	44,759
Police	18,975
E-911	742
Fire	10,331
EMS	18,899
Streets	60,000
Planning	15,726
Library	2,532
Recreation Admin	6,700
Events & Facilities	29,216
Senior Programs	7,100
Civic Center	2,532
Aquatics	10,299
Buildings & Ground Maintenance	<u>72,816</u>
Total	336,986

Schedule B. Water Fund

Water Maintenance	140,322
Water Treatment	<u>1,987</u>
Total	\$142,309

Schedule C. Sewer Fund

Wastewater Treatment	4,477
Total	\$4,477

Schedule D. Stormwater Management

Stormwater Improvements	\$48,635
Schedule E. Electric Fund	
Electric Director Communications Electric Meter Services Substation Load Management Power Line Maintenance Power Line Construction Total	4,311 936 11,230 458,206 34,433 7,953 284,104 \$801,173
Schedule F. Airport Fund	
Washington Warren Airport	\$1,500
Schedule G. Solid Waste Fund	
Solid Waste	\$0
Schedule H. Vehicle Replacement Fund	
Vehicle Replacement	\$27,061
Schedule I. Facade Fund	
Facade	\$2,000

<u>Section 2.</u> That the following revenues be increased in the respective amounts to meet the foregoing obligations:

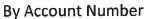
General Fund Balance Appropriated	336,986
Water Fund Balance Appropriated	142,309
Sewer Fund Balance Appropriated	4,477
Storm Water Fund Balance Appropriated	48,635
Electric Fund Balance Appropriated	801,173
Airport Fund Balance Appropriated	1,500
Solid Waste Fund Balance Appropriated	0
Facade Fund Balance Appropriated	2,000
Vehicle Replacement Fund Balance	27,061
Appropriated	
Total	\$1,364,141

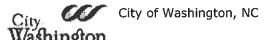
Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 9th day of August, 2021.

	MAYOR	
ATTEST:		
CITY CLERK	_	





Encumbrance Date Range: 07/01/2020 - 06/30/2021

010 - General Fund 4130 - Finance

010-4130-0400 - PROFESSIONAL SERVICES

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Pro	ject Account Key	Post Date	Amount
062190	GASB 75 HEALTH CARE PLAN REPORTING	CAVANAUGH MACDONALD CO	NSUL Partially Received	02/25/2021	943.75
	GASB 75 HEALTH CARE PLAN REF	PORTING		02/25/2021	7,000.00
	GASB 75 HEALTH CARE PLAN REF	PORTING		02/26/2021	-6,056.25

Encumbrance Balance: 943.75

010-4130-7000 - NONCAPITZLIZED PURCHASES

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem	Proje	ect Account Key	Post Date	Amount
062645	Matt Printer	THE SOUNDSIDE GROUP INC.	Outstanding	05/11/2021	702.00
	Matt Printer			05/11/2021	702.00
062646	Desk	OFFICE DEPOT BUSINESS SERVICE	ES [Outstanding	05/11/2021	500.00
	Desk			05/11/2021	500.00
				Encumbrance Balance:	1,202.00
				Total 4130 - Finance:	2,145.75

010 - General Fund

010-4132-4500 - CONTRACT SERVICES

4132 - Information Systems

Tyne	Purchase	Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Pro	ject Account Key	Post Date	Amount
061295	N-Able AV Maintenance	THE SOUNDSIDE GROUP INC.	Partially Received	07/09/2020	4,362.50
	N-Able AV Maintenance			07/09/2020	5,500.00
	N-Able AV Maintenance			06/04/2021	-1,137.50
				Encumbrance Balance:	4,362.50

010-4132-7400 - CAPITAL OUTLAY

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem	Proj	ject Account Key	Post Date	Amount
062266	Termination for Fiber Project	THE SOUNDSIDE GROUP INC.	Outstanding	03/17/2021	25,740.94
	Termination parts and lal	oor for Fiber Project		03/17/2021	12,640.00
	Termination parts and lal	oor for Fiber Project		03/17/2021	13,100.94
062406	SAN Expansion	CDW LLC	Partially Received	04/19/2021	4,108.64
	SAN Expansion			04/19/2021	30,638.64
	SAN Expansion			04/19/2021	4,108.64
	SAN Expansion			06/21/2021	-30,638.64
				Encumbrance Balance:	29,849.58

Total 4132 - Information Systems: 34,212.08

010 - General Fund

010-4260-7400 - CAPITAL OUTLAY

4260 - Municipal Building

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem	Pr	oject Account Key	Post Date	Amount
062676	Badge access City Hall	BRADY TRANE SERVICE, INC.	Outstanding	05/27/2021	44,758.25
	Badge access City Hall			05/27/2021	44,758.25
				Encumbrance Balance:	44,758.25
			Total 4	260 - Municipal Building:	44,758.25

010 - General Fund

010-4310-3600 - UNIFORMS-EMPLOYER'S SHARE

4310 - Police Admin.

Type:	Purc	hase	Order
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	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	item		Project Account Key	Post Date	Amount
062522	UNIFORM ITEMS	BANK OF AMERICA	Partially Received	05/06/2021	599.95
	UNIFORM ITEMS			05/06/2021	4,109.68
	UNIFORM ITEMS			06/09/2021	-389.97
	UNIFORM ITEMS			06/11/2021	-3,119.76

Encumbrance Balance: 599.95

010-4310-7000 - NONCAPITALIZED PURCHASES

Type: Purchase Order					
	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Pr	roject Account Key	Post Date	Amount
062689	SPEED CUSHIONS AND HARDWARE	TRAFFIC LOGIX CORPORATION	N Outstanding	06/03/2021	18,375.00
SPEED CUSHIONS AND HARDWARE				06/03/2021	18,375.00

Encumbrance Balance: 18,375.00

Total 4310 - Police Admin.: 18,974.95

010 - General Fund

010-4311-4500 - CONTRACT SERVICES

4311 - E-911 Comunications

Type: Purchase Order

	Description	Vendor	Status	issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062408	MOBILE COMMUNICATIONS AMERICA	MOBILE COMMUNICATION	NS AMERI Outstanding	04/19/2021	741.91
	MOBILE COMMUNICATIONS A	MERICA		04/19/2021	741.91
				Encumbrance Balance:	741.91
			Total 431	1 - E-911 Comunications:	741.91

010 - General Fund

010-4340-3602 - SAFETY EQUIPMENT

4340 - Fire

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062258	FIRE FIGHTING GEAR	NEWTON FIRE AND SA	FETY COMPAL Outstanding	03/16/2021	9,000.00
	GLOBE GXCEL COAT P	GLOBE GXCEL COAT PER CUSTOMER SPECS		03/16/2021	4,038.00
	PGI BARRIAIRE GOLD	COMPL COVERAGE PART, HOOD		03/16/2021	249.00
	GLOBE GPS PANT PER	GLOBE GPS PANT PER CUSTOMER SPECS		03/16/2021	3,840.00
	GLOBE SUPREME STR	UCTURAL LEATHER BOOT PER SPEC		03/16/2021	873.00
				Encumbrance Balance:	9,000.00

010-4340-9800 - VOLUNTEER EXPENSES

Type: Purchase Order					
	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem		Project Account Key	Post Date	Amount
062258	FIRE FIGHTING GEAR	NEWTON FIRE AND SAFE	TY COMPAI Outstanding	03/16/2021	1,331.00
	GEMTOR CLASS II HARNESS, NYC STYLE, RIGHT OPEN			03/16/2021	200.00
	GEMTOR CLASS II HARNESS, NYC STYLE, RIGHT OPEN GLOBE SUPREME STRUCTURAL LEATHER BOOT PER SPEC.		03/16/2021	765.00	
			03/16/2021	366.00	

Encumbrance Balance: 1,331.00

Total 4340 - Fire: 10,331.00

010 - General Fund

010-4341-7400 - CAPITAL OUTLAY

4341 - EMS

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	P	roject Account Key	Post Date	Amount
062388	STRYKER POWER-PRO XT STRETCHER	STRYKER SALES CORPORATIO	N Outstanding	04/19/2021	18,899.23
	STRYKER POWER-PRO XT STRE	TCHER PREVENT SERVICE		04/19/2021	1,107.12
	STRYKER POWER-PRO XT STRE	TCHER		04/19/2021	17,792.11
				Encumbrance Balance:	18,899.23
				Total 4341 - EMS:	18.899.23

010 - General Fund

010-4510-0400 - PROFESSIONAL SERVICES

4510 - Street Maintenance

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem		Project Account Key	Post Date	Amount
062144	15th STREE CORRIDOR PROJECT MANA	GE STANTEC CONSU	JLTING SERVICES IN: Partially Received	02/11/2021	60,000.00
	15th STREE CORRIDOR PROJE	CT MANAGER		02/11/2021	75,000.00
	15th STREE CORRIDOR PROJE	CT MANAGER		02/12/2021	-5,250.00
	15th STREE CORRIDOR PROJE	CT MANAGER		02/26/2021	-9,750.00
				Encumbrance Balance:	60,000.00
			Total 4510	Street Maintenance:	60,000.00

010 - General Fund

010-4910-0400 - PROFESSIONAL SERVICES

4910 - Planning/Zoning

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062107	Order for Zoning Ordinance Update	WITHERSRAVENEL, INC.	Partially Received	02/04/2021	726.27
	Order for Zoning Ordinance Update			02/04/2021	35,000.00
	Order for Zoning Ordinance Update			04/01/2021	-1,650.00
	Order for Zoning Ordinance Update			05/14/2021	-12,975.00
	Order for Zoning Ordinance Update			06/04/2021	-5,747.00
	Order for Zoning Ordinance U	06/30/2021		-1,859.10	
	Order for Zoning Ordinance Update			06/30/2021	-12,042.63
062744	CRS Updates	WITHERSRAVENEL, INC.	Outstanding	06/18/2021	15,000.00
	CRS Updates		-	06/18/2021	15,000.00
				Encumbrance Balance:	15,726.27

25

Total 4910 - Planning/Zoning: 15,726.27

010 - General Fund

010-6110-7400 - CAPITAL OUTLAY

6110 - Brown Library

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062604	CIP History Room/Tech Sve	AMAZON	Partially Received	05/10/2021	1,057.34
	CIP History Room/Tech Sve			05/10/2021	1,500.00
	CIP History Room/Tech Sve			06/29/2021	-155.72
	CIP History Room/Tech Sve			06/30/2021	-135.99
	CIP History Room/Tech Sve			06/30/2021	-150.95
062605	CIP History Rm/Tech Svc	LOWES	Partially Received	05/10/2021	1,474.53
	CIP History Rm/Tech Svc			05/10/2021	1,500.00
	CIP History Rm/Tech Svc			06/30/2021	-25.47
			1	Encumbrance Balance:	2,531.87
			Total (5110 - Brown Library:	2,531.87

010 - General Fund

010-6120-0400 - PROFESSIONAL SERVICES

6120 - Recreation Administration

Type: Purchase Order

. / p					
	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
061098-R1	Recreation Administration	RIVERS & ASSOCIATES INC.	Outstanding	07/01/2020	2,500.00
	Planning Documents			07/01/2020	2,500.00
062542	Rec Admin	RIVERS & ASSOCIATES INC.	Outstanding	05/07/2021	1,000.00
	Planning Documents			05/07/2021	1,000.00
59691-R1	PROFESSIONAL SERVICES	RIVERS & ASSOCIATES INC.	Outstanding	07/01/2020	2,000.00
	DRAWINGS FOR PARK DEV	ELOPMENT		07/01/2020	2,000.00

Encumbrance Balance: 5,500.00

010-6120-1400 - EMPLOYEE DEVELOPMENT

Tyne:	Purchase	Order

S	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	item		Project Account Key	Post Date	Amount
062775	Rec Admin	SIGNSMITH, INC.	Outstanding	06/28/2021	1,200.00
	Tree Memorial			06/28/2021	1,200.00

Encumbrance Balance: 1,200.00

Total 6120 - Recreation Administration: 6,700.00

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010 - General Fund

010-6121-1600 - MAINT/REPAIR EQUIPMENT

6121 - Events & Facilities

Type:	Purc	hase	Order
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	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	P	Project Account Key	Post Date	Amount
062629	Events & Facilities	BRADY TRANE SERVICE, INC.	Outstanding	05/10/2021	11,000.00
	Security Cameras for BARC			05/10/2021	11,000.00

Encumbrance Balance: 11,000.00

010-6121-3300 - DEPARTMENTAL SUPPLIES

Type:	Pι	ırcl	1256	Orc	ler

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem	Proj	ect Account Key	Post Date	Amount
062782	Events and Facilites	BRADY TRANE SERVICE, INC.	Outstanding	06/30/2021	966.00
	Amend PO# 062629 -	cable and hardware		06/30/2021	966.00

Encumbrance Balance: 966.00

010-6121-3403 - SPECIAL EVENTS

Type: Purchase Order

<u> </u>	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Projec	t Account Key	Post Date	Amount
061344	Events	EAST COAST PYROTECHNICS INC.	Outstanding	07/13/2020	11,500.00
	Balance for July4, 20	20 (canceled use for SF)		07/13/2020	5,750.00
	Deposit for 2021			07/13/2020	5,750.00
59941-R1	SPECIAL EVENTS	EAST COAST PYROTECHNICS INC.	Outstanding	07/01/2020	5,750.00
	DEPOSIT FOR 2020 F	IREWORKS DISPLAY		07/01/2020	5,750.00

Encumbrance Balance: 17,250.00

Total 6121 - Events & Facilities: 29,216.00

010 - General Fund

010-6123-1500 - MAINT/REPAIR BUILDING

6123 - Senior Programs

Type: Purchase Order

	Description	Vendor	Status	issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062499	Senior Center	SUN & SANDS LLC	Outstanding	05/04/2021	4,340.00
	Recover awnings a	t GMHSC (back)		05/04/2021	4,340.00

Encumbrance Balance: 4,340.00

010-6123-4517 - MIDEAST GRANT - CTR. OPERATIONS REIMB.

Purchase	

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Proje	ect Account Key	Post Date	Amount
062639	Seniors	THE SOUNDSIDE GROUP INC.	Outstanding	05/10/2021	2,000.00
	Portable Sound Equ	ipment		05/10/2021	2,000.00
062720	Senior Center	AMAZON	Outstanding	06/10/2021	760.00
	CARES Funding (exp	pires 9/2021)		06/10/2021	760.00
				Encumbrance Balance:	2,760.00

Total 6123 - Senior Programs: 7,100.00

010 - General Fund

010-6125-1500 - MAINT/REPAIR BUILDING

6125 - Civic Center

Type: Purchase Orde	Type	: Pu	rchase	: Oi	rdei
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\ <u></u>	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062485	Replace hardwire temp. sensor, g	allery ur EE ACQUISITION LLC	Outstanding	05/04/2021	531.62
	Invoice 18101 sensor re	placement		05/04/2021	531.62

Encumbrance Balance: 531.62

010-6125-7400 - CAPITAL OUTLAY

_				
Type:	Purch	ıase	Order	

.=	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
061153-R1	Civic Center	A A A GLASS SERVICE, INC.	Outstanding	07/01/2020	2,000.00
	Window Replacement			07/01/2020	2,000.00

Encumbrance Balance: 2,000.00

Total 6125 - Civic Center: 2,531.62

010 - General Fund

010-6126-1201 - MARKETING & PROMOTIONS

6126 - Aquatic Center

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem		Project Account Key	Post Date	Amount
061134-R1	Aquatic	SIGNSMITH, INC.	Outstanding	07/01/2020	1,000.00
	New Logo & Signa	ge		07/01/2020	1,000.00

Encumbrance Balance:

1,000.00

010-6126-1500 - MAINT/REPAIR BUILDING

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Pr	roject Account Key	Post Date	Amount
062623	Aquatics Pressure Washing	ALL AROUND PAINTING	Outstanding	05/10/2021 05/10/2021	2,000.00 2,000.00
58119-R1	MAINT/REPAIR BUILDINGS MAINT/REPAIR BUILDINGS	CHUBBY'S CARPET CENTER, IN	IC. Outstanding	07/01/2020 07/01/2020	1,705.00 1,705.00
59369-R1	MAINT/REPAIR BUILDINGS MAINT/REPAIR BUILDINGS	FAUX & MORE, LLC	Outstanding	07/01/2020 07/01/2020	1,094.84 1,094.84

Encumbrance Balance: 4,799.84

010-6126-1600 - MAINT/REPAIR EQUIPMENT

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062787	Aquatics	GREENVILLE POOL AND	SUPPLY CO. Outstanding	06/30/2021	4,500.00
	Replace Main Pool Pump			06/30/2021	4,500.00

Encumbrance Balance: 4,500.00

Total 6126 - Aquatic Center: 10,299.84

Encumbrance Balance:

Encumbrance Balance:

2,279.26

20,937.10

Encumbrance Report

010 - General Fund

010-6130-1501 - MAINT/REPAIR GROUNDS

6130 - Buildings & Grounds

Tunn	Durchaca	Order
IVDe:	Purchase	Orger

- / -	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	P	roject Account Key	Post Date	Amount
061666	Buildings & Grounds Spring / 100PLR PlayCushion	PARKER BARK COMPANY INC	. Outstanding	09/21/2020 09/21/2020	2,279.26 2,279.26

010-6130-1502 - MAINT/REPAIR PARKS

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062630	Buildings & Grounds	EARL BOYKIN SPORTS INC.	Outstanding	05/10/2021	12,000.00
	(2) Fixed Height Ultimate Sei	ries Units		05/10/2021	3,900.00
	freight			05/10/2021	500.00
	(8) Heavy duty playground u	nits		05/10/2021	7,600.00
062661	Buildings & Grounds	GAMETIME	Outstanding	05/19/2021	937.10
002001	Leaning Wall Replacement (quote 155578-01-01)			05/19/2021	937.10
062774	Buildings & Grounds	GAMETIME	Outstanding	06/28/2021	8,000.00
002.7.	Repair to Merry go All		_	06/28/2021	8,000.00

010-6130-7000 - NONCAPITALIZED PURCHASES

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Proje	ct Account Key	Post Date	Amount
062634	Buildings & Grounds	DUDLEY LANDSCAPING & TREE	Outstanding	05/10/2021	12,000.00
Repair work to irrigations lines and flow of pumps				05/10/2021	12,000.00

Encumbrance Balance: 12,000.00

010-6130-7400 - CAPITAL OUTLAY

Type: Purchase Order	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	item		Project Account Key	Post Date	Amount
061618	Recreation Admin	DIBBLE & PLEDGER	Partially Received	09/09/2020	4,600.00
	Electrical/Plumbing D	esign - Wetlands Boardwalk		09/09/2020	23,000.00
	Electrical/Plumbing D	esign - Wetlands Boardwalk		11/13/2020	-11,800.00
	Electrical/Plumbing D	esign - Wetlands Boardwalk		01/15/2021	-2,950.00
	Electrical/Plumbing D	esign - Wetlands Boardwalk		02/26/2021	-2,500.00
	· -	esign - Wetlands Boardwalk		05/14/2021	-1,150.00
062215	Buildings & Grounds	RANDY SMITH DIXON	Outstanding	03/04/2021	30,000.00
002213	•	Complex Maint Shot Expansion		03/04/2021	30,000.00
062352	Buildings & Grounds	RANDY SMITH DIXON	Outstanding	04/13/2021	3,000.00
002332	•	for Suslegray Maint Shop		04/13/2021	3,000.00
				Encumbrance Balance:	37,600.00
			Total 6130 -	Buildings & Grounds:	72,816.36
			Tota	al 010 - General Fund:	336,985.13

Encumbrance Date Range: 07/01/2020 - 06/30/2021

Encumbrance Report

030-8100-3303 - LABORATORY SUPPLIES

030 - Water Fund

8100 - Water Treatment

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	1	Project Account Key	Post Date	Amount
062480	3720A ISOTEMP BOD REFRIGER	ATED INCL FISHER SCIENTIFIC CO., INC.	Outstanding	05/04/2021	1,986.71
	3720A ISOTEMP BOD F	REFRIGERATED INCUBATOR		05/04/2021	1,986.71
				Encumbrance Balance:	1,986.71
			Total 8	100 - Water Treatment:	1,986.71

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030 - Water Fund

030-8140-4500 - CONTRACT SERVICES

8140 - Water Maintenance

Type	Purchase	Order
Type.	ruiciiase	Oluci

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062642	Fire Hydrant Rehabilitation	HYDRANT MECHANICS	Outstanding	05/11/2021	110,000.00
	Fire Hydrant Rehabilitation	n		05/11/2021	110,000.00

Encumbrance Balance: 110,000.00

030-8140-7400 - CAPITAL OUTLAY

Τv	pe:	Pui	cha	se	Or	der

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem		Project Account Key	Post Date	Amount
062396	CELLA FORD	CELLA FORD, INC.	Outstanding	04/19/2021	30,322.28
	CELLA FORD			04/19/2021	30,322.28

Encumbrance Balance: 30,322.28

Total 8140 - Water Maintenance: 140,322.28

Total 030 - Water Fund: 142,308.99

032-8220-1600 - MAINT/REPAIR EQUIPMENT

032 - Sewer Fund

8220 - Wastewater Treatment

Type: Purchase Order					
	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem .		Project Account Key	Post Date	Amount
061354	ELECTRICAL WORK AT HEAD OF PLANT	PITT ELECTRIC, INC	Outstanding	07/13/2020	2,490.00
ELECTRICAL WORK AT HEAD OF PLANT			07/13/2020	2,490.00	

Encumbrance Balance:

2,490.00

032-8220-3303 - LABORATORY SUPPLIES

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem		Project Account Key	Post Date	Amount
062480	3720A ISOTEMP BOD REFRIG	ERATED INCL FISHER SCIENTIFIC CO., INC	. Outstanding	05/04/2021	1,986.71
	3720A ISOTEMP BO	D REFRIGERATED INCUBATOR		05/04/2021	1,986.71
				Encumbrance Balance:	1,986.71
			Total 8220 -	Wastewater Treatment:	4,476.71
				Total 032 - Sewer Fund:	4,476.71

034-5710-0400 - PROFESSIONAL SERVICES

034 - Stormwater Fund

5710 - Stormwater Improvements

Type: Purchase Order

	Description Vendor		Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
061763	Grant Administration Services-GLF Storm\ MID-EAST COMMISSION		Outstanding	10/21/2020	35,000.00
	Grant Administration Services-GLF Stormwater Proj			10/21/2020	35,000.00
	Grant Administration Services-GLF Stormwater Proj			10/21/2020	35,000.00
	Grant Administration	Services-GLF Stormwater Proj		10/21/2020	-35,000.00

Encumbrance Balance: 35,000.00

034-5710-1601 - MAINT/REPAIR JACKS

	Ty	pe:	Purc	hase	Order
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	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Projec	t Account Key	Post Date	Amount
062490	Motor Control Removal/Install Jacks Cree Motor Control Removal/Install J:		5, Outstanding	05/04/2021 05/04/2021	2,330.00 2,330.00
062491	4 Pump Motor Control System Logic Syste 4 Pump Motor Control System Logic		Outstanding	05/04/2021 05/04/2021	11,305.00 11,305.00
				Encumbrance Balance:	13,635.00
			Total 5710 - Stor	mwater Improvements:	48,635.00
			Total	034 - Stormwater Fund:	48,635.00

035-7222-0400 - PROFESSIONAL SERVICES

035 - Electric Fund

7222 - Director-Electric Fund

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062601	ASBURY CHURCH/RIVER RD TIE IN	UTILITY ELECTRICAL CONSU	LTANTS, Partially Received	05/10/2021	4,311.50
	ASBURY CHURCH/RIVER RD T	TE IN		05/10/2021	7,500.00
	ASBURY CHURCH/RIVER RD T	IE IN		05/14/2021	-2,475.50
	ASBURY CHURCH/RIVER RD T	TE IN		06/30/2021	-713.00
				Encumbrance Balance:	4,311.50
			Total 7222 - D	Director-Electric Fund:	4,311.50

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Encumbrance Date Range: 07/01/2020 - 06/30/2021

035 - Electric Fund

035-7230-3300 - DEPARTMENTAL SUPPLIES

7230 - Utility Communications

Type: Purchase Order

<i>u</i>	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	łtem		Project Account Key	Post Date	Amount
062470	Cramer Dispatch Chair	CRAMER LLC	Outstanding	04/30/2021	935.68
	Cramer Dispatch Chair			04/30/2021	935.68
				Encumbrance Balance:	935.68
			Total 7230 -	Utility Communications:	935.68

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035 - Electric Fund

035-7251-1600 - MAINT/REPAIR EQUIPMENT

7251 - Electric Meter Services

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Pro	oject Account Key	Post Date	Amount
062223	border states border states	SHEALY ELECTRIC	Outstanding	03/05/2021 03/05/2021	814.26 814.26
062421	MILLER SUPPLY MILLER SUPPLY	MILLER SUPPLY CO., INC.	Outstanding	04/22/2021 04/22/2021	1,024.80 1,024.80
062449	WESCO WESCO	WESTINGHOUSE ELECTRIC SUF	PLY Outstanding	04/27/2021 04/27/2021	3,268.20 3,268.20
062451	WESCO WESCO	WESTINGHOUSE ELECTRIC SUP	PLY Outstanding	04/27/2021 04/27/2021	1,037.03 1,037.03

Encumbrance Balance:

6,144.29

035-7251-7000 - NONCAPITALIZED PURCHASES

Type:	Purchase	Order
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	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem		Project Account Key	Post Date	Amount
062709	Brooks Meter Bases and adapters for Fo	rr SHEALY ELECTRIC	Outstanding	06/04/2021	2,085.58
	Brooks Meter Bases and adapt	ers for Form 6,9,10S		06/04/2021	2,085.58
59655-R1	NONCAPITALIZED PURCHASES NONCAPITALIZED PURCHASES	UNITED SYSTEMS & SOF	TWARE, INC Outstanding	07/01/2020 07/01/2020	3,000.00 3,000.00
				Encumbrance Balance:	5,085.58

Total 7251 - Electric Meter Services:

11,229.87

Encumbrance Balance:

Encumbrance Report

035 - Electric Fund

035-8370-0400 - PROFESSIONAL SERVICES

8370 - Substation Maintenance

Type: Purchase Orde	r
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	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem	Project :	Account Key	Post Date	Amount
062439	Recloser Trip Testing	NORTH AMERICAN SUBSTATION SER	Outstanding	04/26/2021	1,500.00
	Recloser Trip Testing			04/26/2021	1,500.00
062546	Engineering for Main Substation Transfori	UTILITY ELECTRICAL CONSULTANTS,	Partially Received	05/07/2021	1,550.50
	Engineering for Main Substation	Transformer		05/07/2021	12,000.00
	Engineering for Main Substation	Transformer		06/30/2021	-3,614.10
	Engineering for Main Substation	Transformer		06/30/2021	-1,814.40
	Engineering for Main Substation	Transformer		06/30/2021	-2,936.10
	Engineering for Main Substation	Transformer		06/30/2021	-2,084.90
60424-R1	PROFESSIONAL SERVICES	THE SOUNDSIDE GROUP INC.	Partially Received	07/01/2020	5,340.00
	PROFESSIONAL SERVICES			07/01/2020	8,540.00
	PROFESSIONAL SERVICES			04/28/2021	-3,200.00

035-8370-1606 - MAINT/REPAIR SUBSTATION EQPT

Type:	Purchase	Order
. , ,		

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem	Proj	ect Account Key	Post Date	Amount
062240	T1 & T2 test and CS upgrade T1 & T2 test and CS upgrade	NORTH AMERICAN SUBSTATION	SEF Outstanding	03/11/2021 03/11/2021	45,500.00 45,500.00
062510	T1 Rebuild T1 Rebuild	NORTH AMERICAN SUBSTATION	SEF Outstanding	05/05/2021 05/05/2021	205,300.00 205,300.00
062587	Recloser and Regulator Repair Recloser and Regulator Repair Recloser and Regulator Repair	TRANSFORMER MAINTENANCE	Partially Received	05/10/2021 05/10/2021 06/30/2021	29,040.78 31,000.00 -1,959.22

Encumbrance Balance: 279,840.78

035-8370-4500 - CONTRACT SERVICES Type: Burchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Proje	ct Account Key	Post Date	Amount
062300	Thermal Scanning	THERMAL TECHNOLOGIES, INC	Outstanding	03/26/2021	2,560.00
	Thermal Scanning			03/26/2021	2,560.00

Encumbrance Balance:

2,560.00

8,390.50

035-8370-7400 - CAPITAL OUTLAY

Type:	Purchase	Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Project	Account Key	Post Date	Amount
062422	3 GE Substation Regulators 3 GE Substation Regulators	WESTINGHOUSE ELECTRIC SUPPLY	Outstanding	04/22/2021 04/22/2021	70,065.00 70,065.00
58993-R1	CAPITAL OUTLAY CAPITAL OUTLAY	SURVALENT TECHNOLOGY	Outstanding	07/01/2020 07/01/2020	97,350.00 97,350.00
				Encumbrance Balance:	167,415.00

Total 8370 - Substation Maintenance:

035 - Electric Fund

035-8375-1201 - MARKETING & PROMOTIONS

8375 - Load Management

	Type:	Purc	hase	Order
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***************************************	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062644	LOW INCOME FAN PROGRAM	BANK OF AMERICA	Partially Received	05/11/2021	1,372.45
	LOW INCOME FAN PROGRA	M		05/11/2021	2,000.00
	LOW INCOME FAN PROGRA	M		06/30/2021	-627.55
				Encumbrance Balance:	1,372.45

035-8375-1600 - MAINT/REPAIR EQUIPMENT

Tyne	Purchase	Order

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	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
061731	Maintenance & Repair	SIEMENS INDUSTRY, INC.	Outstanding	10/13/2020	5,737.00
	RLF-2000 Level I Refurbishment			10/13/2020	5,737.00
062584	Generator Repair	ATLANTIC POWER SYSTEM	ISOF NC, I Partially Received	05/10/2021	15,323.70
	Generator Repair			05/10/2021	20,000.00
	Generator Repair			06/21/2021	-619.46
	Generator Repair			06/30/2021	-2,744.48
	Generator Repair			06/30/2021	-1,312.36
062586	Generator Repair	EASTERN GENERATOR SOL	UTIONS II Outstanding	05/10/2021	12,000.00
	Generator Repair			05/10/2021	12,000.00

Encumbrance Balance:

Total 8375 - Load Management: 34,433.15

33,060.70

Encumbrance Date Range: 07/01/2020 - 06/30/2021

035 - Electric Fund

035-8380-5601 - MATERIAL STREET LIGHTING

8380 - Power Line Maintenance

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Proje	ct Account Key	Post Date	Amount
062456	WESCO	WESTINGHOUSE ELECTRIC SUPPL	Y Outstanding	04/28/2021	7,952.88
	WESCO			04/28/2021	7,952.88
				Encumbrance Balance:	7,952.88
			Total 8380 - I	ower Line Maintenance:	7,952.88

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035 - Electric Fund

035-8390-4500 - CONTRACT SERVICES

8390 - Power Line Construction

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem		Project Account Key	Post Date	Amount
062550	Sherwood Forest	ADVANCED ELECTRICA	AL SERVICE, IN Outstanding	05/07/2021	4,200.00
	Sherwood Forest			05/07/2021	4,200.00

Encumbrance Balance:

4,200.00

035-8390-5601 - MATERIAL UNDERGROUND CONSTRUCTION

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	item		Project Account Key	Post Date	Amount
062326	TEMA	TARHEEL ELECTRIC ME	MBERSHIP AS Outstanding	04/05/2021	340.40
	TEMA			04/05/2021	340.40

Encumbrance Balance: 340.40

035-8390-7400 - CAPITAL OUTLAY

Type: Purchase Order					
	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem		Project Account Key	Post Date	Amount
062221	ALTEC	ALTEC INDUSTRIES, INC.	Outstanding	03/05/2021	260,923.00
	ALTEC			03/05/2021	260,923.00
062289	WESCO	WESTINGHOUSE ELECTRIC	SUPPLY Partially Received	03/23/2021	13,725.80
	WESCO		03583907400	03/23/2021	15,014.40
	WESCO		03583907400	04/16/2021	-1,288.60
062328	SOUTHEASTERN TRANSFORM	IER COMPAN SOUTHEASTERN TRANSFO	RMER CO Partially Received	04/05/2021	4,914.00
	SOUTHEASTERN TRA	ANSFORMER COMPANY	03583907400	04/05/2021	56,780.00
	SOUTHEASTERN TRA	ANSFORMER COMPANY	03583907400	06/30/2021	-24,510.00
	SOUTHEASTERN TRA	ANSFORMER COMPANY	03583907400	06/30/2021	-27,356.00

Encumbrance Balance: 279,562.80

Total 8390 - Power Line Construction: 284,103.20

Total 035 - Electric Fund: 801,172.56

037-4530-1501 - MAINT/REPAIR GROUNDS

037 - Warren Airport Fund

4530 - Airport

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem		Project Account Key	Post Date	Amount
061842	Timber Survey	MICHAEL D NEAL &	ASSOCIATES, IN: Outstanding	11/13/2020	1,500.00
	Timber Survey			11/13/2020	1,500.00
				Encumbrance Balance:	1,500.00
				Total 4530 - Airport:	1,500.00
			Total 03	7 - Warren Airport Fund:	1,500.00

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086-5010-7490 - VEHICLE PURCHASES-POLICE

086 - Vehicle Maintenance Fund

5010 - Vehicle Purchases-Police

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062100	2021 MARKED PATROL VEH EQUIPMENT	B&G ELECTRONICS AND C	OMMUNIC Outstanding	02/03/2021	15,446.92
	2021 MARKED PATROL VEH EQU	JIPMENT		02/03/2021	15,446.92
062101	2021 UNMARKED PATROL VEH EQUIPMEI	B&G ELECTRONICS AND C	OMMUNK Outstanding	02/03/2021	5,374.62
	2021 UNMARKED PATROL VEH E	EQUIPMENT		02/03/2021	5,374.62
				Encumbrance Balance:	20,821.54
			Total 5010 - \	/ehicle Purchases-Police:	20.821.54

086 - Vehicle Maintenance Fund 086-5011-7490 - VEHICLE PURCHASES-FIRE 5011 - Vehicle Purchases-Fire

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balanc
Purchase Order	Item	Project /	Account Key	Post Date	Amount
062398	FINAL MODIFICATIONS AND EQUIPMENT		Outstanding	04/19/2021	6,000.0
	FINAL MODIFICATIONS AND EQ	UIPMENT MOUNTING		04/19/2021	6,000.00
62427	EQUIPMENT FOR NEW FIRE TRUCK	ATLANTIC EMERGENCY SOLUTIONS	Partially Received	04/22/2021	238.5
	KEY FIRE HOSE BIG 10 3" DBL JA	CKET FIRE HOSE		04/22/2021	1,722.24
	AKRON REVOLUTION INTAKE VA	ALVE WITH 30" SWIVEL		04/22/2021	1,340.67
	ELKHART BRASS 1.5 FNH, XD SM	IOOTH BORE, 187-XD,		04/22/2021	166.16
	KEY FIRE HOSE BIG 10 2.1/2" DB	L JACKET FIRE HOSE		04/22/2021	931.98
	BLOWHARD/20" HIGH FLOW JE	T PPV FAN		04/22/2021	3,400.00
	TASK FORCE TIPS ADAPTER 2.5"	NHM x 1.5"NHM,		04/22/2021	69.44
	KEY FIRE HOSE BIG 10 1.3/4" FD	NY DOUBLE JACKET		04/22/2021	1,872.15
	ELKHART BRASS 1.5" FNH CHIEF	XD MID-RANGE TIP		04/22/2021	1,366.88
	TASK FORCE TIPS JUMBO BARRE	L STRAINER 6.0"NHF		04/22/2021	113.93
				04/22/2021	67.28
				04/22/2021	52.92
	ELKHART BRASS 1.5"XD SHUTOF	04/22/2021	1,197.60		
	AKRON MERCURY QUICK ATTACK LE MONITOR			04/22/2021	1,959.98
	TASK FORCE TIPS ADAPTER 5.0"	04/22/2021	617.98		
	ELKHART BRASS 2.1/5" XD SHUT	04/22/2021	700.16		
	H330-50-25NH HARRINGTON-3-	04/22/2021	455.84		
	531 GEMTOR LADDER BELTS - (2	04/22/2021	861.30		
	BUCKEYE 46600 20LB 10B:C,CAF	04/22/2021	238.56		
	HUSKY HTV-12 x 14 VINYL SALVA	04/22/2021	333.96		
	TASK FORCE TIPS ADAPTER 2.5"	04/22/2021	38.88		
				04/22/2021	345.18
				06/30/2021	-38.88
	·			06/30/2021	-69.44
	TASK FORCE TIPS ADAPTER 5.0"	STORZ x 4.0"NHF,		06/30/2021	-617.98
	KEY FIRE HOSE BIG 10 3" DBL JA	CKET FIRE HOSE		06/30/2021	-1,722.24
	AKRON REVOLUTION INTAKE VA	LVE WITH 30" SWIVEL		06/30/2021	-1,340.67
	TASK FORCE TIPS/ADAPTER 2.5"			06/30/2021	-67.28
	531 GEMTOR LADDER BELTS - (2			06/30/2021	-861.30
	KEY FIRE HOSE BIG 10 2.1/2" DB			06/30/2021	-931.98
	148-3 RED HEAD SET W/ (1) 105			06/30/2021	-345.18
	AKRON MERCURY QUICK ATTAC			06/30/2021	-1,959.98
	HUSKY HTV-12 x 14 VINYL SALVA			06/30/2021	-333.96
	ELKHART BRASS 1.5" FNH CHIEF			06/30/2021	-1,366.88
			06/30/2021	-113.93	
			06/30/2021	-166.16	
			06/30/2021	-455.84	
			06/30/2021	-1,197.60	
	ELKHART BRASS 2.1/5" XD SHUT			06/30/2021	-700.16
	KEY FIRE HOSE BIG 10 1.3/4" FD			06/30/2021	-1,872.15
	BLOWHARD/20" HIGH FLOW JET			06/30/2021	-3,400.00
	TASK FORCE TIPS ADAPTER 2.5"I			06/30/2021	-52.92

Encumbrance Balance: 6,238.56

Total 5011 - Vehicle Purchases-Fire: 6,238.56

Total 086 - Vehicle Maintenance Fund: 27,060.10

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112-8280-9701 - FACADE GRANTS

112 - Facade Grant Program Income Fund

8280 - Façade Grant Program

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062317	Facade Grant	ANDREW S MCCOY	Outstanding	04/05/2021	2,000.00
	Facade Grant			04/05/2021	2,000.00
				Encumbrance Balance:	2,000.00
			Total 8280 - I	Façade Grant Program:	2,000.00
			Total 112 - Facade Gran	t Program Income Fund:	2,000.00

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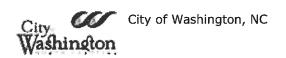
Encumbrance Date Range: 07/01/2020 - 06/30/2021

Fund Summary

Fund	Amount
010 - General Fund	336,985.13
030 - Water Fund	142,308.99
032 - Sewer Fund	4,476.71
034 - Stormwater Fund	48,635.00
035 - Electric Fund	801,172.56
037 - Warren Airport Fund	1,500.00
086 - Vehicle Maintenance Fund	27,060.10
112 - Facade Grant Program Income Fund	2,000.00
Report Total	1,364,138.49

By Account Number

Encumbrance Date Range: 07/01/2020 - 06/30/2021



104 - Streetscape Fund

104-4937-4502 - IMPROVEMENTS

Type: Purchase Order

	Description V	endor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
060890-R1	Streetscape Project - Construction Contra B	E. SINGLETON & SONS IN	C. Partially Received	07/01/2020	71,078.60
	Streetscape Project - Construction (Contract - BE S		07/01/2020	2,964,262.33
	Streetscape Project - Construction (Contract - BE S		08/13/2020	-323,666.47
	Streetscape Project - Construction (Contract - BE S		09/04/2020	-228,271.17
	Streetscape Project - Construction (Contract - BE S		10/02/2020	-202,162.23
	Streetscape Project - Construction (Contract - BE S		10/29/2020	-680,122.77
	Streetscape Project - Construction (Contract - BE S		11/30/2020	-786,638.31
	Streetscape Project - Construction (Contract - BE S		01/22/2021	-644,283.72
	Streetscape Project - Construction (Contract - BE S		06/30/2021	-28,039.06

Encumbrance Balance: 71,078.60

104-4937-4503 - DESIGN & PLANNING

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
060869-R1	Public Works Streetscape	RIVERS & ASSOCIATES INC.	Partially Received	07/01/2020	1,615.86
	Public Works Streetscape			07/01/2020	101,076.96
	Public Works Streetscape			08/21/2020	-30,607.97
	Public Works Streetscape			10/20/2020	-18,459.63
	Public Works Streetscape			10/30/2020	-23,282.76
	Public Works Streetscape			11/30/2020	-15,625.20
	Public Works Streetscape			12/22/2020	-6,452.67
	Public Works Streetscape			02/18/2021	-3,559.12
	Public Works Streetscape			03/04/2021	-1,075.00
	Public Works Streetscape			03/09/2021	-398.75

Encumbrance Balance: 1,615.86

Total 104 - Streetscape Fund: 72,694.46

110 - Police Station Capital Project Fund 110-4312-0401 - ADMINISTRATION & LEGAL

Type	Purchase	Order
I YDE.	r ui ciiase	Oluci

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062640	LEGAL SERVICES - POLICE DEPARTMENT	RODMAN HOLSCHER PECK 8	& EDWA Partially Received	05/10/2021	7,157.50
	LEGAL SERVICES - POLICE DEPAR	RTMENT		05/10/2021	10,000.00
	LEGAL SERVICES - POLICE DEPAR	RTMENT		05/21/2021	-1,835.00
	LEGAL SERVICES - POLICE DEPAR	RTMENT		06/30/2021	-455.00
	LEGAL SERVICES - POLICE DEPAR	RTMENT		06/30/2021	-552.50
				Encumbrance Balance:	7,157.50

110-4312-0402 - DESIGN & PLANNING

Type: Purc	hase Order
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	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062608	DESIGN FOR NEW PD	MOSELEY ARCHITECTS	Outstanding	05/10/2021	74,902.02
	DESIGN FOR NEW PD			05/10/2021	74,902.02

110 - Police Station Capital Project Fund 110-4312-0402 - DESIGN & PLANNING

.**2-0402 - DESIGN & PLANNING** 062635

MOSELEY ARCHITECTURE_AMENDMENT: MOSELEY ARCHITECTS

MOSELEY ARCHITECTURE_AMENDMENT 1_POLICE DEPARTM

Outstanding

05/10/2021 05/10/2021 65,134.00 65,134.00

Encumbrance Balance:

140,036.02

110-4312-4500 - CONTRACT SERVICES

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062179	USDA Environmental Report Preparation	WITHERSRAVENEL, INC.	Outstanding	02/22/2021	27,300.00
USDA Environmental Report Preparation			02/22/2021	27,300.00	

Encumbrance Balance:

27,300.00

Total 110 - Police Station Capital Project Fund:

174,493.52

118 - EPA Brownfield's Grant Fund

118-4949-0400 - PROFESSIONAL SERVICES

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item	Proje	ect Account Key	Post Date	Amount
58893-R1	PROFESSIONAL SERVIES	MID-ATLANTIC ASSOCIATES, INC.	Partially Received	07/01/2020	65,987.07
	PROFESSIONAL SERVICES			07/01/2020	179,044.19
	PROFESSIONAL SERVICES			08/21/2020	-22,576.72
	PROFESSIONAL SERVICES			08/21/2020	-7,239.00
	PROFESSIONAL SERVICES			09/04/2020	-4,266.25
	PROFESSIONAL SERVICES			09/04/2020	-1,679.75
	PROFESSIONAL SERVICES			10/05/2020	-1,717.50
	PROFESSIONAL SERVICES			10/05/2020	-2,981.25
	PROFESSIONAL SERVICES			11/13/2020	-285.00
	PROFESSIONAL SERVICES			11/13/2020	-12,566.22
	PROFESSIONAL SERVICES			12/17/2020	-3,168.75
	PROFESSIONAL SERVICES			12/17/2020	-62.50
	PROFESSIONAL SERVICES			01/15/2021	-3,558.22
	PROFESSIONAL SERVICES			01/15/2021	-62.50
	PROFESSIONAL SERVICES			02/12/2021	-1,435.00
	PROFESSIONAL SERVICES			03/12/2021	-10,222.44
	PROFESSIONAL SERVICES			03/12/2021	-3,322.73
	PROFESSIONAL SERVICES			04/16/2021	-2,649.19
	PROFESSIONAL SERVICES			04/16/2021	-14,127.17
	PROFESSIONAL SERVICES			05/07/2021	-7,581.70
	PROFESSIONAL SERVICES			05/07/2021	-607.75
	PROFESSIONAL SERVICES			06/10/2021	-9,164.98
	PROFESSIONAL SERVICES			06/30/2021	-300.00
	PROFESSIONAL SERVICES			06/30/2021	-3,482.50

Encumbrance Balance:

65,987.07

Total 118 - EPA Brownfield's Grant Fund:

65,987.07

121 - DEQ Boardwalk Reconstruction Grant

121-4930-4502 - CONSTRUCTION & ENGINEERING

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem	Project	t Account Key	Post Date	Amount
061804	Recreation Admin	TJ'S MARINE CONSTRUCTION LLC	Partially Received	11/02/2020	5,146.38
	Washington Wetland	ls Boardwalk Ph I DEQ Grant 8084		11/02/2020	319,450.00
	Washington Wetland	ls Boardwalk Ph I DEQ Grant 8084		04/01/2021	-134,182.62
	Washington Wetland	ls Boardwalk Ph I DEQ Grant 8084		05/14/2021	-35,000.00
	Washington Wetland	ls Boardwalk Ph I DEQ Grant 8084	rdwalk Ph I DEQ Grant 8084 06/11/20		-50,000.00
	Washington Wetland	ls Boardwalk Ph I DEQ Grant 8084		06/30/2021	-90,121.00

121 - DEQ Boardwalk Reconstruction Grant

121-4930-4502 - CONSTRUCTION & ENGINEERING

	Washington Wetlands Boardwalk Ph I DEQ Grant 8084			06/30/2021	-5,000.00
062656	Recreation Administration	TRIPLE-R ELECTRIC INCORPORATED	Partially Received	05/19/2021	50,734.00
	Plumbing Work			05/19/2021	50,000.00
	Electrical Work			05/19/2021	143,500.00
	Electrical Work			05/21/2021	-33,772.50
	Electrical Work			06/04/2021	-45,220.00
	Electrical Work			06/30/2021	-63,773.50
062762	Rec Admin	TRIPLE-R ELECTRIC INCORPORATED	Outstanding	06/24/2021	2,000.00
	Electric & Plumbing - Boardwalk	Reconstruction		06/24/2021	2,000.00
062767	Rec Admin	TJ'S MARINE CONSTRUCTION LLC	Outstanding	06/25/2021	6,450.00
	Grant #8084 - Connection to Mo	oss Landing		06/25/2021	6,450.00

Encumbrance Balance: 64,330.38

Total 121 - DEQ Boardwalk Reconstruction Grant: 64,330.38

200 - DOT Bridge #3 Pipeline Relocation Fund 200-7225-0400 - PROFESSIONAL SERVICES

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	item		Project Account Key	Post Date	Amount
062165	BC BRIDGE #3 PIPLINE RELOCATION	RIVERS & ASSOCIATES INC.	Partially Received	02/17/2021	1,367.60
	BC BRIDGE #3 PIPLINE RELOCA	ATION		02/17/2021	2,899.32
	BC BRIDGE #3 PIPLINE RELOC	ATION		02/24/2021	-1,216.03
	BC BRIDGE #3 PIPLINE RELOCA	ATION		02/24/2021	-315.69
59397-R1	PROFESSIONAL SERVICES	RIVERS & ASSOCIATES INC.	Partially Received	07/01/2020	96,154.96
	PROFESSIONAL SERVICES			07/01/2020	99,697.32
	PROFESSIONAL SERVICES			05/21/2021	-406.01
	PROFESSIONAL SERVICES			06/30/2021	-3,136.35

Total 200 - DOT Bridge #3 Pipeline Relocation Fund: 97,522.56

Encumbrance Balance:

97,522.56

204 - Water Asset Inventory Grant Fund 204-8240-0400 - PROFESSIONAL SERVICES

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
061400	Professional Services AIA Water	RIVERS & ASSOCIATES INC.	Partially Received	07/21/2020	40,675.50
	Professional Services AIA Water			07/21/2020	155,250.00
	Professional Services AIA Water			08/21/2020	-9,159.75
	Professional Services AIA Water			09/18/2020	-5,123.25
	Professional Services AIA Water			10/16/2020	-6,675.75
	Professional Services AIA Water			11/30/2020	-6,210.00
	Professional Services AIA Water			11/30/2020	-16,767.00
	Professional Services AIA Water			12/22/2020	-22,045.50
	Professional Services AIA Water			01/22/2021	-15,990.75
	Professional Services AIA Water			02/18/2021	-8,849.25
	Professional Services AIA Water			03/09/2021	-7,762.50
	Professional Services AIA Water			04/16/2021	-5,418.23
	Professional Services AIA Water			05/14/2021	-1,257.52
	Professional Services AIA Water			06/11/2021	-1,086.75
	Professional Services AIA Water			06/30/2021	-8,228.25
			ı	Encumbrance Balance:	40,675.50

Total 204 - Water Asset Inventory Grant Fund: 40,675.50

206-8244-0401 - ADMINISTRATION & LEGAL

206 - Water Grant Fund

Type:	Purchase	Order
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	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062751	EMERGENCY GENERATOR-WITH	ERSRAVEL WITHERSRAVENEL, INC.	Partially Received	06/21/2021	1,000.00
	ENVIRONMENTAL INFO	RMATION REPORT	20682440401	06/21/2021	5,000.00
	ENGINEERING REPORT		20682440401	06/21/2021	5,000.00
	ENVIRONMENTAL INFO	RMATION REPORT	20682440401	06/30/2021	-4,000.00
	ENGINEERING REPORT		20682440401	06/30/2021	-600.00
	ENGINEERING REPORT		20682440401	06/30/2021	-4,400.00

Encumbrance Balance: 1,000.00

206-8244-0403 - ENGINEERING

Type: Purchase Order

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
062750	Emergency Generator - Water Plant - ENG	WITHERSRAVENEL, INC.	Partially Received	06/21/2021	24,400.00
	DESIGN		20682440403	06/21/2021	12,000.00
	CONSTRUCTION ADMINISTRATION	ON	20682440403	06/21/2021	3,000.00
	BIDDING		20682440403	06/21/2021	3,000.00
	CONSTRUCTION ADMINISTRATION	ON	20682440403	06/21/2021	5,000.00
	Project Management		20682440403	06/21/2021	2,000.00
	CONSTRUCTION ADMINISTRATION	ON	20682440403	06/30/2021	-600.00

Encumbrance Balance:

24,400.00

Total 206 - Water Grant Fund:

25,400.00

305 - Sewer Grant Fund

305-8250-0403 - ENGINEERING

Type:	Purchase	Order
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	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	ltem		Project Account Key	Post Date	Amount
062633	ENGINEERING SERVICES - RIVERS AND ASS	RIVERS & ASSOCIATES INC.	Partially Received	05/10/2021	351,786.80
	ENGINEERING SERVICES - RIVERS	AND ASSOCIATES	30582500403REHAB	05/10/2021	399,300.00
	ENGINEERING SERVICES - RIVERS	AND ASSOCIATES	30582500403REHAB	05/27/2021	-15,000.00
	ENGINEERING SERVICES - RIVERS	AND ASSOCIATES	30582500403REHAB	06/11/2021	-17,786.25
	ENGINEERING SERVICES - RIVERS	AND ASSOCIATES	30582500403REHAB	06/30/2021	-14,726.95

Encumbrance Balance:

351,786.80

Total 305 - Sewer Grant Fund:

351,786.80

402 - Medical District Drainage 402-8270-4502 - CONSTRUCTION

Type: Purchase Order

Type I arenase oraci					
	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
061908	Washington Medical District Stormwater	RIVERS & ASSOCIATES INC.	Partially Received	12/08/2020	483,844.80
	Washington Medical District Sto	rmwater Project		12/08/2020	611,000.00
	Washington Medical District Sto	rmwater Project		12/11/2020	-5,122.54
	Washington Medical District Sto	rmwater Project		12/22/2020	-18,878.45
	Washington Medical District Sto	rmwater Project		01/22/2021	-15,541.24
	Washington Medical District Sto	rmwater Project		02/18/2021	-9,927.97
	Washington Medical District Sto	rmwater Project		03/09/2021	-8,091.00
	Washington Medical District Sto	rmwater Project		04/16/2021	-12,055.50
	Washington Medical District Sto	rmwater Project		05/14/2021	-22,633.50
	Washington Medical District Sto	rmwater Project		06/11/2021	-16,248.00
	Washington Medical District Sto	rmwater Project		06/30/2021	-18,657.00

Encumbrance Date Range: 07/01/2020 - 06/30/2021

402 - Medical District Drainage 402-8270-4502 - CONSTRUCTION

Encumbrance Balance:

483,844.80

Total 402 - Medical District Drainage:

483,844.80

	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
59159-R1	PROFESSIONAL SERVICES	PROGRESSIVE ENGINEERING	G CONSL Partially Received	07/01/2020	22,943.15
	NC DOT HWY 17 N PROJECT			07/01/2020	32,524.25
	NC DOT HWY 17 N PROJECT			06/30/2021	-9,581.10

Encumbrance Balance: 22,943.15

501-8401-4502 - CONSTRUCTION

Type: Purchase Order					
·	Description	Vendor	Status	Issued Date	Enc. Balance
Purchase Order	Item		Project Account Key	Post Date	Amount
60016-R1	CONSTRUCTION CONSTRUCTION	COASTAL CLEARING &	GRADING, IN: Outstanding	07/01/2020 07/01/2020	218,500.00 218,500.00

Encumbrance Balance: 218,500.00

Total 501 - DOT Hwy 17 Electric Relocation Fund: 241,443.15

Encumbrance Date Range: 07/01/2020 - 06/30/2021

Fund Summary

Fund	Amount
104 - Streetscape Fund	72,694.46
110 - Police Station Capital Project Fund	174,493.52
118 - EPA Brownfield's Grant Fund	65,987.07
121 - DEQ Boardwalk Reconstruction Grant	64,330.38
200 - DOT Bridge #3 Pipeline Relocation Fund	97,522.56
204 - Water Asset Inventory Grant Fund	40,675.50
206 - Water Grant Fund	25,400.00
305 - Sewer Grant Fund	351,786.80
402 - Medical District Drainage	483,844.80
501 - DOT Hwy 17 Electric Relocation Fund	241,443.15
Report Total	1,618,178.24

Agenda Date: August 9, 2021



To: From: Date: Subject: Applicant Presentation: Staff Presentation:	Mayor Sadler & Members of the City Council Cynthia Bennett, City Clerk August 9, 2021 Amend Chapter 2, Section 125 -Assistant City Clerk N/A N/A
-	inance to amend Chapter 2, Section 125-Assistant City Clerk by City Clerk in accordance with NCGS 160A-172.
	GS: ate 160A-172 provides for a Deputy City Clerk. A text amendment is g title from Assistant City Clerk to Deputy City Clerk to be in
PREVIOUS LEGISLATIVE AC N/A FISCAL IMPACT	<u>TION</u>
Currently Budgeted (
SUPPORTING DOCUMENTS	

Ordinance

AN ORDINANCE TO AMEND CHAPTER 2, SECTION 125 – ASSISTANT CITY CLERK OF THE WASHINGTON CITY CODE

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

<u>Section 1</u>. That Chapter 2 Section 125 – Assistant City Clerk, be amended to delete the following:

Sec. 2-125 – Assistant City Clerk

An Assistant City Clerk shall be appointed at the discretion of the City Council.

<u>Section 2</u>. That Chapter 2, Section 125 – be replaced with the following:

Sec. 2-125. – Deputy City Clerk

A Deputy City Clerk shall be appointed at the discretion of the City Council.

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

Section 4. This ordinance shall be effective August 9, 2021.

This the 9th day of August 2021.

ATTEST:	
Cynthia S. Bennett,	Donald R. Sadler,
City Clerk	Mayor

Agenda Date: August 9, 2021



To:	Mayor Sadler & Members of	of the City Council

From: Matt Rauschenbach, CFO/Assistant City Manager/Interim Electric

Date: July 28, 2021

Subject: Award Hwy 17 DOT Construction Contract

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

RECOMMENDATION:

I move that City Council award the Highway 17 DOT Electric Utility Construction labor contract to Carolina Power and Signalization of Fayetteville, NC in the amount of \$616,889.59.

BACKGROUND AND FINDINGS:

Seven bids were received for the above referenced project. The City is providing the material for this project. DOT is reimbursing the entire cost of the project that is expected to begin around September 1st and be completed in six months.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT			
X Currently Budgeted (Acc	ount)	_ Requires additional appropriation _	No Fiscal Impact
SUPPORTING DOCUMENT	<u>es</u>		
Engineer's recommendation			

Progressive Engineering Consultants, Inc.

P.O. Box 690638, Charlotte, NC 28227-7011

Telephone: (704) 545-7327

Fax: (704) 545-2315

progress@pecinc.net

July 21, 2021

City of Washington 102 E. Second Street PO Box 1988 Washington, NC 27889 Attn: Mr. Macon Respess

Subject: Award Recommendation

US Hwy 17 - NCDOT R-2511

Distribution Line Relocation Project

Gentlemen:

Sealed bids were received, publicly opened, and read on June 29,2021 for furnishing the labor, miscellaneous material, and equipment for the Construction of NCDOT R-2511 Hwy 17 Distribution Line Relocation Project. As shown by the enclosed tabulation, of the seven (7) bids received, Carolina Power and Signalization of Fayetteville, NC submitted the lowest proposal in the amount of \$616,889.59 with a completion time of 156 days. We have reviewed the proposal submitted by Carolina Power and Signalization and believe it to be in compliance with the specifications.

It is our recommendation that the City of Washington accept the proposal submitted by Carolina Power and Signalization.

Please notify us of your decision in order that we may prepare the necessary contract documents for execution.

If you should have any questions or need additional information, please do not hesitate to call.

Best regards,

PROGRESSIVE ENGINEERING CONSULTANTS, INC.

Rocky A. Martin

Rocky A Martin

City of Washington North Carolina

Bid Date: June 29, 2021 @ 2 p.m.

2019 NCDOT R-2511 Hwy 17 Distribution Line Relocation Project

Carolina Power **River City** BIDDER & Signalization Construction MasTec **Sumter Utilities** Volt Power Lee Electrical BID BOND 5% 5% 5% 5% 5% 5% Overhead Construction Installation Units Pole Units 84,370.00 116,600.00 116,350.00 148,041.05 \$ 133,581.11 265,600.00 Pole Top Units 86,655.00 82,825.00 111,665.00 105,361.81 127,205.73 102,700.00 Conductor Units/1,000 ft. 156,672.14 212,268.82 253,807.10 248,938.50 318,196.90 730,030.00 Transformer Units 14,788.00 \$ 14,980.00 \$ 16,475.00 16,553.27 \$ 41,890.59 \$ 23,500.00 Miscellaneous Units 38,407.00 \$ 40,546.00 \$ 72,080.00 65,254.40 \$ 102,616.58 130,300.00 Guying & Anchoring Assembly Units 37,065.00 \$ 56,085.00 38,155.00 54,861.81 \$ 89,184.63 107,050.00 **Underground Construction Installation Units** 2,857.00 \$ 11,010.00 \$ 2,800.00 6,672.54 \$ 12,590.30 5,000.00 **Underground Conductor Units** 1,952.50 \$ 5,109.75 \$ 4,190.00 3,255.44 \$ 17,348.75 8,990.00 **Underground Secondary Misc Units** 3,240.00 \$ 4,530.00 6,180.00 3,173.76 \$ 18,388.78 12,400.00 Underground Trenching Units / 1,000 ft. 326.25 3,588.75 3,625.00 4.65 \$ 18,480.25 7,250.00 TOTAL INSTALLATION UNITS 426,332.89 547,543.32 625,327.10 652,117.23 879,483.62 1,392,820.00 Removal Units Pole Units 32,815.00 \$ 76,650.00 \$ 36,050.00 52,979.91 \$ 78,885.04 161,800.00 Conductor Units/1,000 ft. 100,178.70 \$ 85,795.00 177,340.00 174,516.06 210,390.00 507,750.00 Overhead Transformer Units 7,365.00 \$ 12,615.00 \$ 8,585.00 17,644.00 \$ 29,660.40 20,625.00 Miscellaneous Units 50,198.00 74,079.00 103,281.50 75,857.42 144,402.05 188,265.00 TOTAL REMOVAL UNITS 190,556.70 249,139.00 325,256.50 320,997.39 463,337.49 878,440.00 TOTAL UNITS 616,889.59 796,682.32 950,583.60 973,114.62 1,342,821.11 2,271,260.00 Completion Time (Calendar Days) 156 180 200 275 365 378 Experience Rate Modifier 0.79 0.860.63 0.65 0.71 0.64

August 9, 2021

Agenda Date: 8/9/2021



REQUEST FOR CITY COUNCIL REVIEW

To: Mayor Sadler & Members of the City Council

From: Stacy Drakeford, Director of Police/ Fire Services

Date: August 4, 2021

Subject: City of Washington Noise Ordinance

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

BACKGROUND AND FINDINGS:

During the past months, I have reviewed about 14 municipal noise ordinances. This was done to review and update the city's noise ordinance. This document is the proposed updated noise ordinance for the city for your review and comments.

Noise Control

SEC. 20-6-1 Purpose

SEC. 20-6-2 Definitions

SEC. 20-6-3 Determination

SEC. 20-6-4 Sound Measurement Standards and Procedures

SEC. 20-6-5 Maximum Permitted Level Use Occupancy

SEC. 20-6-6 Nuisance Noise

SEC. 20-6-7 Exceptions

SEC. 20-6-8 Noise Violations Not Based on Sound Level Meters

SEC. 20-6-9 Permits

SEC. 20-6-10 Motor Vehicle Noise

SEC. 20-6-11 Mufflers

SEC. 20-6-12 Off-Road Vehicles

SEC. 20-6-13 Owner / Occupant Responsibility

SEC. 20-6-14 Violations

SEC. 20-6-15 Penalties / Enforcement

SEC. 20-6-16 Noise Violation Appeal

Sec. 20-6-2. Definitions

For the purpose of this article, the following words and phrases are defined and shall be constructed as defined below unless it shall be apparent from the context that a different meaning is intended:

- (1). A- weighted sound level, the sound pressure level in decibels as measured in a sound level meter using the A- weighted network. The level so read is dB (A).
- (2). Classification of use occupancies: Use occupancies shall be as follows:
 - a. "Residential Use": All premises containing habitually occupied sleeping quarters. However, premises containing transient commercial sleeping quarters are considered commercial uses. Hospitals, nursing homes, schools, libraries, fraternity and sorority houses, and churches are considered residential uses.
 - b. "Public space": Any area owned, utilized or occupied by a municipal, county, state or federal agency, including, but not limited to, park or recreation areas, streets and sidewalks.
 - c. "Commercial or business": All premises where sales, professional or other commercial activities are legally permitted, except that residences with lawful home occupations are considered residential.
 - d. "Manufacturing or industrial": All premises where goods or wares are made, warehoused or stored or where manufacturing is legally permitted.
 - e. "Agricultural": All premises which are bona fide farms or which are characterized by farming activities as the primary use of the premises.
 - f. In classifying uses under this section, the zoning classification of an area may be considered; however, the actual use of premises shall control when the use and the zoning classification conflict. Any area not otherwise classified under this section shall be considered commercial.
 - g. In case of multiple use the more restrictive use category shall prevail.
- (3). Absentee Owner An owner of any premises subject if the article who is not also an occupant of the premises.
- (4). Adjoining Property Property which shares a contiguous boundary with another property.
- (5) Amplified sound Any sound or noise excluding the human voice, this is increased in volume or intensified by means of electrical / battery power.
- (6) ANSI The American National Standards Institute or its successor bodies.
- (7) Day time hours 7:00 a.m.-10:00 p.m. local time.

- (8) Decibel (also DB) A unit for describing the amplitude of sound equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure which is twenty (20) micronewtons per square meter.
- (9) Nighttime hours 10:0 p.m. to 7:00 a.m. local time.
- (10) Emergency Work Any work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.
- (11) Muffler An apparatus of a series of chambers or baffle plates designed for the purpose of transmitting gases while reducing sound emanating from such apparatus.
- (12) Noise Any sound or combination of sounds which annoys or disturbs humans, because of volume or quality tends to disturb reasonable persons of normal sensitivity or to interfere with normal human activity.
- (13) Outdoor Amplified Sound Any sound using amplifying equipment, whose source is outside or whose source is inside and the sound propagates to the outside through open doors or windows or other opening in the building.
- (14) Owner of Real Property-The owner, or listing owner, of real property as defined in North Carolina General Statute 105-302.
- (15) Person Individual, corporation, partnership or corporation and includes any office, employee, department, agency or instrumentality of the United States, the state of, any political subdivision thereof.
- (16) Plainly audible Any sound that can be heard at a distance of fifty (50) feet. Measurement standards shall be the auditory senses based upon the direct line of sight. Words or phrases need not be discernable and bass reverberations are included.
- (17) Slow Response A measuring technique to obtain an average value when measuring a noise level that fluctuates over a range of four (4) DB or more. By way of illustration only, a sound level meter set in "slow response" would recorde a sound level between two and six decibels less than the reading for a steady signal of the same frequency and amplitude when a tone of 1,000 HZ and for a duration of 105 seconds is applied.
- (18) Sound An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of the medium. The description of sound may include any characteristic of such sound including duration, intensity and frequency.
- (19) Sound Amplification systems Any radio type players, compact disc players, sound speaker or other electronic device used for the amplification of sound.
- (20) Sound Level The weighted sound pressure level obtained by the using a sound level meter and frequency weighted network such as A, B, or C as specified in American National Standards Institute specifications for sound level meter (ANSI S1.41971 or the latest approved

version thereof) If the frequency weighting employed is not indicated, the A- weighting shall apply.

- (21) Sound Level Meter An instrument which included a microphone amplifier RMS detector, integrator or time average output meter and weighting network used to measure sound pressure levels.
- (22) Sound Pressure Twenty (20) times the logarithms to the base 10 of the ratio of the root mean squared (RMS) sound pressure to the reference of 20 micronewtons per square meter.
- (23) Sound Source- Any person, device, operation process activity, or phenomenon, which emits or causes sound.
- (24) Tenant One who resides on or has the temporary use of occupation of real property owned by another person. In the case of residential property "tenant" shall be constructed to mean any individual actually residing at the residential location, whether such person is listed on a lease or not.
- (25) Unnecessary Noise- Any excessive or unusually loud sound or any sound which disturbs the peace and quiet of any neighborhood or which does annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of any reasonable person of ordinary sensibilities or causes damage to property.
- (26) Holiday: For the purposes of this chapter, the following days will be recognized as holidays for the purpose of granting permits to exceed maximum sound level: St. Patrick's Day, Memorial Day, Independence Day, Labor Day, Halloween, and New Year's Eve or any dates that are state or federal recognized as a holiday.

Sec. 20-6-3. Determination

Factors to consider in determining whether a noise disturbance is unreasonable loud, disturbing and unnecessary; include, but not limited to the following:

- A. Time of day;
- **B.** The proximity to structures, whether the noise is recurrent, intermittent or constant;
- C. The volume of the noise;
- **D.** The intensity of the noise;
- E. Whether the nature of the noise is usual or unusual;
- **F**. Whether the origin of the noise is natural or unnatural;
- **G**. The nature and zoning of the area;
- **H**. The duration of the noise
- I. Statement of any complaining witness including any pictures or audio/video documentation produced by complaining witness.

Sec. 20-6-4. Sound Measurement Standards and Procedure

- (a) In determining sound levels pursuant to this article, the standard instrumentation, personal, measurement procedure and reporting procedures shall be specified herein all terminology not specifically defined in this chapter shall be in conformance with the American National Standards Institute (ANSI).
 - 1. Sound levels measurement shall be made with at least a type II sound level meter meeting ANSI standards using the A-weighted scale, set on "slow" response.
 - 2. All sound level measuring devices must be calibrated consistent with the standards set by the manufacturer. The sound level meter shall be calibrated before obtaining a sound measurement and after obtaining the three sound readings required in subsection (7) below.
 - 3. Persons using sound level meters shall be trained in sound level measurement and the operation of the specific sound level measurement equipment being utilized.
 - 4. Measurement location: Sound level measurements:
 - (a). For purposes of measurement, the back of the curb, the outside edges of driveways, fences, hedges, or other physical features commonly associated with property boundaries are presumed to be at a point which is at or beyond the property line at a distance of fifty (50) feet. In all cases the maximum sound level permitted by use occupancy shall be determined on the basis of the use occupancy of the property from which the sound originates and not by the use occupancy of any surrounding property. Sound which originates from a dwelling unit in a duplex or other multifamily housing unit shall be measured from any point which is at least twenty-five (25) lineal feet, whether inside or outside a building, from the nearest point of the enclosed or habitable space of the dwelling unit from which the sound
 - (b). Sound measurements shall be made at a height of at least for (4) feet above the ground and at approximately ten (10) feet away from any walls, barriers and obstructions such as trees and shrubs.
 - (c). For noise generated within multi-family or multi-tenanted structures, sound level measurements shall be taken at the location closest to the center of the room where the noise is heard and shall be made at least four feet from the floor.
 - (d). In all cases, the sound shall be held at arm's length straight in front of the operator's body with the microphone pointed to measure the sound from the source as recommended by the manufacture.
 - 5. Traffic sound, sound from other sources and sustained background sound shall be taken into consideration when taking a sound measurement. Should background noise interfere with a sound reading during the measurement period established in subsection (7), below, the operator shall note the background noise interference in the data

documentation and commence a new sound measurement. This process may be separated until the operator is satisfied that background noise is not interfering with the sound measurement from sound source.

- 6. Separation from other individuals: No individual other than the operator shall be within ten (10) feet of the sound level meter during measurement period.
- 7. The operator shall capture a minimum of three (3) sound reading for a duration of fifteen (15) seconds per reading within a three-minute period. The highest sound level captured during any 15 second reading within three-minute period shall be considered the sound level for purpose of determining with the code.
- 8. In the case of noise that is impulsive or not continuous, the sound level measurements shall be taken over a period of time of at least one (1) minute.

Any such sound or noise that exceeds the prescribed level more than two (2) times in a minute shall be deemed to exceed the prescribed sound levels.

- (b) The Chief of Police or their designee shall have the authority to issue additional measurement procedures necessary to carry out the sound measurements procedure consistent with this code.
- (c) Data documentation, a record of all sound level measurements shall be completed by the person making the measurement regardless of whether a civil penalty is imposed. The record shall include:
 - 1. Date
 - 2. Time of measurement
 - 3. Location (street address if possible) of noise source and point of measurement
 - 4. Noise source
 - 5. Name, model and serial number of sound level meter and date of calibration
 - 6. Field results
 - 7. Name of complainant (if available)
 - 8. Background noise interference that causes a repeated sound reading
- (d) If a person, who is taking the sound level measurement, does not have possession of a department owned and ANSI approved sound level meter at the time of responding to a noise complaint, sound level measurements for the purpose of determining violation of this code may not be taken using any other devices, including but not limited to applications on cellular devices or any handheld personal sound level meters obtained from any other source. The person shall instead proceed to Sec. 20-6-8 and other sections in order to determine whether a noise disturbance is occurring.

(e) It shall be unlawful for any person to interfere, through the use of sound or otherwise with the faking of sounds level measurement.

Sec. 20-6-5. Maximum permitted sound levels by use occupancy

- (a) The use of sound amplifying equipment is limited to the conditions specified in this section.
- (b) Outdoor amplified sound, including a live musical group or individual using sound amplifying equipment, may be produced only if an authorized agent of the sponsoring business, organization or group has been granted an "outdoor amplified sound permit." This permit must be signed by a representative of the business, organization or group holding or sponsoring the event at which the outdoor amplified sound will be produced, as well as the applicant if different from the business, organization or group holding or sponsoring the event. Such person, group, organization or business shall be responsible for costs associated with providing security.
- (c) When a noise source can be identified and its sound is measured in more than one occupancy sound level, the average of the noise limitations of the two (2) districts shall apply.
- (d) Except as allowed in subsection (e) below, no person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which at its peak exceeds the limits set forth for the use occupancy categories in Table 1 when measured at or beyond the property line of the property from which the sound originates at a distance of fifty (50) feet. For purposes of measurement, the back of the curb, the outside edges of driveways, fences, hedges, or other physical features commonly associated with property boundaries are presumed to be at a point which is at or beyond the property line. In all cases the maximum sound level permitted by use occupancy shall be determined based on use occupancy of the property from which the sound originates and not by the use occupancy of any surrounding property. Sound which originates from a dwelling unit in a duplex or other multifamily housing unit shall be measured from any point which is at least twenty-five (25) feet, whether inside or outside a building, from the nearest point of the enclosed or habitable space of the dwelling unit from which the sound originates.

Table 1
Sound Levels by Use Occupancy

Use Occupancy Category	Time	Sound Level Limit (dB(A)
Residential	7:00 a.m 10:00 p.m.	60
	10:00 p.m. − 7:00 a.m.	50
Public space, commercial or	7:00 a.m. – 10:00 p.m.	65
business	10:00 p.m. - 7:00 a.m.	55
Manufacturing, industrial, or agricultural	At all times	75

(e) Sound Levels in excess of the limits established in Table 1 will not be permitted in residential, public space, commercial or business space, manufacturing, industrial or agricultural space, unless an outdoor amplified sound permit is obtained. The outdoor amplified sound

permit hours of operation may be extended by the City Manager or their designee. No outdoor amplified sound permit shall extended beyond 11:00 p.m.

Table 2
Sound Levels with an Outdoor Amplified Sound Permit

Day and Time	Sound Level Limit (db(A)
Weekends	70
Holidays as defined (Noon -10:00 p.m.)	70

Sec. 20-6-6 Nuisance Noise

- (a) In addition to any other violation of this chapter, it shall be unlawful to emit any unreasonably, loud and disturbing or unnecessary noise. Specifically, it shall be unlawful to emit noise of such character, intensity or duration as to be detrimental to the life or health of any reasonable person of ordinary sensibilities.
- (b) In addition to any other violation of this chapter, the following acts are specifically declared to be unreasonably loud, annoying, frightening, loud and disturbing or unnecessary noise, the emission of which shall be unlawful. Such enumeration shall not be deemed to be exclusive.
 - 1. The sounding of any horn or signal device on any automobile, motorcycle, bus, vessel or other vehicle when not in motion except for as a danger signal, or if in motion only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound and the sounding for an unnecessary and unreasonable period of time.
 - 2. The use of any siren or gong upon a vehicle other than police, fire, ambulance or other emergency vehicles.
 - 3. The playing of any radio, phonograph, CD player, computer generated and or amplified sound, amplifier, television, tape deck, tape recorder, musical instrument or any other electronically created or amplified sound equipment in such a manner or with such a volume as to annoy or disturb the quiet comfort or repose of any person or person any dwelling, hotel, motel or other type of residence.
 - 4. The use of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud or unnecessary, grating, grinding, rattling or other noise.
 - 5. The blowing of any steam whistle attached to any stationary boiler.
 - 6. The discharge into the open air of the exhaust of any stationary internal combustion engine or motor vehicle, except through a muffler or other device, which will effectively prevent loud or explosive noises therefrom.

- 7. The creation of any excessive noise on any street adjacent to any school, institution of learning or court, while the same are in session or within 150 feet of any hospital, which unreasonably interfere with the work of such institution or which disturbs or unduly annoys patients in the hospital.
- 8. The shouting and crying of peddlers, barkers, hawkers or vendors, which disturb the quiet and peace of the neighborhood.
- 9. The intuitional projection of sound from music, any drum, loudspeaker or other instrument or device onto adjoining or neighboring properties for the purpose of attracting attention by creation of noise to any business, location, performance, show or sale or display of merchandise.
- 10. The repair, rebuilding or testing of any vehicle in any residential district, as to cause loud or offensive noises to be emitted therefrom during the nighttime hours.
- 11. The creation of noise by the operation of an airplane over the city by stunning, diving, or otherwise operating an airplane for the purpose of advertising.
- 12. The creation of loud and excessive noise in connection with loading or unloading any vehicles or opening and destruction of bales, boxes, crates and containers.
- 13. The keeping, maintaining or permitting the keep of any premises owned, leased, occupied or controlled by such person(s) any animal or fowl otherwise permitted to be kept which, by habitual or frequent sound or for long periods of time, cry, howling, barking, squawking, meowing or other noise that disturbs the quiet comfort or repose of any person.
- 14. The operation on public property or on public vehicular areas of any sound amplifier, which is part of or connected to any radio is stereo received, compact disc players, cassette tape player or other similar device when operated in such a manner as to be plainly audible at a, distance of (fifty) 50 feet from the building, structure or vehicle. In which it is located or operated and which because of its volume, level, duration and character annoys, disturbs, injuries or endangers the comfort, health, peace or safety of reasonable person (of ordinary sensibilities).
- 15. Yelling or shouting in residential areas during the nighttime hours where yelling or shouting is of a volume, level and duration as to interfere with the quiet enjoyment of reasonable persons of ordinary sensibilities or annoys, disturbs, injures, endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities.
- 16. Operation of any motor vehicle without a proper muffler system, as defined in G.S. 20-128 (c).
- 17. The operation of lawn mowers and other domestic power tools outside between the hours of 9:00 p.m. and 7:30 a.m. Monday through Saturday and between the hours of 8:00 p. m and 9:00 a.m. on Sunday.

- 18. Construction activity in residential or downtown areas between the hours of 6:00 p.m. and 6:00 a. m. or at any time on Sunday or the following holidays: New Year's Day, Thanksgiving Day or Christmas Day except by permit for necessary activity.
- 24. The firing or discharging of squibs, fireworks, gunpowder or other combustible substances in the streets or elsewhere for the purpose of making noise or disturbance, except by permit from the Washington City Council.

Sec.20-6-7. Exceptions

To the extent that such uses are for legitimate purposes, the following are excepted applications of this article.

- 1. Sounds of noise emanating from regularly scheduled outdoor athletic events held at any park or at any school athletic facility within the city limits.
- 2. Sounds or noise emanating from concerts and other events held on city facilities and approved by the city.
- 3. Construction operation between 6:00 a.m. and 9:00 p.m. Monday through Friday and between 8:00 a.m. and 9:00 p.m. on weekends for which building permits have been issued or construction operations not requiring permits providing all equipment is operated in accordance with the manufactures specifications and with all standard equipment manufactures mufflers and noise reducing equipment in use and in proper condition.
- 4. Sound or noise of safety signals, warning devices, emergency pressure relief values;
- 5. Sounds or noise from church, school bells or chimes provided that bells or chimes may not sound for more than five (5) minutes in any hours and may only be heard between the hours of 7:30 a.m. and 7:00 p.m., unless authorized by the city.
- 6. Noise resulting from any authorized emergency vehicle.
- 7. Sound or noise emanating from street fairs, festivals, parades, military ceremonies or other public celebrations produced, sponsored or approved by the city.
- 8. Sounds or noise emanating from lawful picketing or other public demonstrations protected by the U.S. Constitution or Federal Law, or which a local permit has been granted by the city, provided the activity is of a temporary duration. Regulations of noise emanating from activities under permit shall be according to the conditions and limits (time, place and manner)
- 9. Sound or noise emanating from film or video production activities for which permits have been issued by the city provided that all equipment is operated in accordance with manufactures specifications and is equipped with all standard noise reducing equipment in proper condition.
- 10. All noises coming from the normal operations of properly aircraft.

- 11. Sound or noise from lawful fireworks display, provided pyrotechnics permit and city permit has been issued.
- 12. Practice sessions or performances by marching bands.
- 13. Lawn mowers, agricultural equipment and domestic power tools operated between the hours of 7:30 a.m. and 9:00 p.m. provided that all equipment is operated in accordance with manufactures specifications and is equipped with all standard noise reducing equipment in proper condition.
- 14. Necessary business equipment provided that such equipment is operated in accordance with manufacturers specifications, is a good working order, and is equipped with appropriate noise reducing equipment and any reasonable screening.
- 15. Noise result from the provision of street cleaning, sanitation, and recycling services.
- 16. Any other sound or noise authorized by a city issued permit, city contract to the extent allowed by such permit or contract.
- 17. Noise resulting from the provision of government services necessary to operate and maintain the public infrastructure.
- 18. Emergency work necessary to maintain public safety, or to restore property to a safe condition following an accident or natural disaster, or to restore public utilities and infrastructure following an accident or natural disaster, or to protect persons or property from an imminent danger.
- 19. Noise resulting from generators operating during periods of electric power outages provided such generators are properly equipped with the manufacturer's standard mufflers and noise-reducing equipment.

Sec. 20-6-8. Noise violations not based on sound level meters

- (a) Any person responding to a noise compliant may in the officer's discretion issue a civil citation or enforce any other penalties under this chapter if the officer determines that a noise disturbance does exist.
- (b) A person does not have to use a sound meter or actually witness the sound or noise personally in order to take action under section. Citations may be issued based upon the statements and evidence obtained from complaining witnesses, when the officer determines that such evidence is reliable, appropriate, and sufficient.
- (c) It shall be a violation of this code for any person to communicate a noise complaint to any City of Washington staff or official, using the 911 system or otherwise for the purpose of harassing the subject of the compliant and knowing or having a reason to know that no noise disturbance actually exist or existed.

Sec. 20-6-9. Permits

- (a) Who may apply. A person or group of persons may produce or cause to be produced sound in excess of the limits set in Section 20-6-5 Table 1 only if a "permit to exceed" has been obtained. With a permit granted pursuant to this section, maximum sound levels shall be as set out in Section 20-6-5, Table 2.
- (b) Any person or group of persons desiring an "outdoor amplified sound permit" or a "permit to exceed" shall apply as provided in this section and shall provide all information required. All applications for a "permit to exceed" shall be submitted to the Chief of Police or their designee at least seven (7) business days prior to the scheduled event; except for neccesary activity. The application shall designate a responsible person who shall be in control of the sound producing or sound amplification equipment of the contact person for the event, and who will ensure that the equipment or event complies with the terms of the permit. Failure to comply with this requirement shall be grounds for denying the permit.
- (c) The Chief of Police or their designee shall act upon all requests for permits. In considering and acting on all requests for permits pursuant to this article, the Chief of Police or their designee shall consider, but shall not be limited to, the following in issuing or denying such permit:
 - (1). The Chief of Police or his/her designee shall have the ability to alter the times allowable under the permit and the acceptable sound levels allowed under the permit. Except in the case of necessary activities, the Chief of Police shall not increase the allowable sound level for any activity by more than ten (10) decibels over the sound level limits otherwise allowed in this Article. If there is a request for an extension of time of the permit, the City Manger or their designee shall approve this request.
 - (2). No more than thirty (30) days of events, consecutive or otherwise, may be applied for using any single permit. If multiple events are applied for using the same permit, in no case shall the time allowed between the first event on the permit and the last event on the permit be more than one (1) calendar year.
 - (3). The use and activities permitted by the zoning regulations in such areas;
 - (4). The intensity of sound levels regularly produced by activities and devices in such areas;
 - (5). The time at which the sound amplification will occur;
 - (6). The duration of the requested amplification;
 - (7). The proximity of the requested activity to commercial buildings and residential dwellings, and the density of the surrounding commercial and residential areas;

- (8). The history of verified complaints generated by previous activities similar in nature and context;
- (9). The history of noise complaints against the applicant from adjoining or neighboring properties;
- (10). Whether the sounds produced by such devices and activities are plainly audible, recurrent, intermittent, impulsive, or constant
- (11). Other activities in the vicinity of the location proposed:

In assessing "other activities in the vicinity" and the frequency of applications in the vicinity, the Chief of Police or their designee shall not issue more than two (2) permits per month within a one thousand-foot radius of each other, or issue permits for events on consecutive weekends (Friday and Saturday) within a one-thousand-foot radius of each other. In considering or acting upon a request for a "permit to exceed" requested by a group, the Chief of Police or their designee shall limit permits granted at any specific location to no more than two (2) "permits to exceed" per year, in residential district. Appeals to this restriction can be made to the City Manager or their designee.

- (d) Fee for permit. Every application for a permit or permits shall require a fee, and such fee shall be set out in the Manual of Fees for the City of Washington.
- (e) "Permits to exceed" and "outdoor amplified sound permits" shall specify the duration for which noncompliance shall be permitted and shall prescribe the conditions or requirements necessary to minimize adverse effects upon the community or surrounding neighborhood. The Chief of Police or their designee may require, but shall not be limited to, the following:
 - (1) That no sound speakers may be set up more than ten (10) feet off the ground.
 - (2) That permit holder(s) change the arrangement of amplifying equipment or sound instruments upon the request of any Washington police officer so as to minimize the disturbance to others resulting from the position or orientation of the amplifying equipment or from atmospherically or geographically caused dispersal of sound beyond the property lines.
 - 3) That adjoining property owners in a residential zone surrounding the location proposed as the site of the permitted event be notified by the applicant at least seven (7) business days prior to the scheduled event. Notice to the adjoining property owners/tenants shall include a statement indicating that comments or concerns regarding the issuance of a permit at the proposed location may be made to the Chief of Police or their designee prior to the event.
 - (4) That no permitted event may last more than four (4) hours in duration.
 - (5) That no event may extend beyond 10:00 p.m.

- (6) That permit holders may be required to hire off-duty Washington police officers at the discretion of the Chief of Police or their desginee, equipped with noise meters, to monitor compliance of the applicant with the conditions on the permit. The applicant will be required to employ the following number of off-duty Washington police officers based on the estimated number of persons attending the event:
 - (a) 1--50: two (2) off-duty officers
 - (b) 51--100: three (3) off-duty officers
 - (c) 101 or more: four (4) or more off-duty officers as determined at the sole discretion of the Chief of Police.

It is the responsibility of the permit holder to ensure that the number of persons actually attending the event do not exceed the estimated numbers specified in the application for determining the number of off-duty officers required at the event.

- (7) That the site of the event, and the area surrounding the site of the event, will be cleaned, by the applicant, of all the trash, litter and debris at the end of the event.
- (8) That misrepresentations, false, misleading or inaccurate information provided in the application for an outdoor amplified sound permit will result in the immediate revocation of the permit and may result in the denial of future permits.
- (9) That applicants and others that may be responsible, according to the terms of the permit application, are responsible for all costs, salaries, and expenses incurred by the city for violations of the permit to exceed the outdoor amplified sound permit.
- (f) Permit holder(s) shall agree to cooperate with the police department in enforcing the noise control ordinance by having the designate responsible party(s) of the permit available at the site of the event during the entire time for which a permit has been issued and capable of assisting the police in enforcing the noise control ordinance Failure of such designated responsible party(s) of a permit to be present or to assist the police in complying with the terms of the permit will be cause for immediate revocation of said permit.
- (g) The applicant is responsible for the conduct of those in attendance. If as a result of conduct of those in attendance additional resources from the Washington Police Department are required, resources from the Fire/Rescue/EMS Department and/or Public Works Department to address the problems caused or created by those in attendance, the applicant and/or sponsoring organization shall reimburse the city for the additional expenses incurred including but not limited to salary, overtime, and other expenses directly related to the event.
- (h). If an applicant is denied a permit under this section, the reasons for denial shall be set forth in writing and furnished to the applicant. If an applicant believes the denial is improper for any

reason, the applicant shall promptly submit a copy of the denied permit application, together with a short statement of the reasons he believes he is entitled to a permit to the City Manager or their designee. The City Manager shall have the discretion to review the appeal and grant the permit, upon his determination that the applicant has made a substantial showing of entitlement, with any conditions or amendments to the permit that the City Manager deems to be in the best interest of the public and the city.

(i). A violation of any section of this article that results in either a civil fine or a criminal penalty, may also be the basis for revocation of any permit, in the discretion of the police officer responding to the noise complaint, upon consultation with their supervising officer.

Sec. 20-6-10. Motor vehicle noise

(a) It shall be unlawful for any person to drive, operate, move, or permit to be driven, operated, or moved, a motor vehicle or combination of vehicles at any time in such a manner that the sound level of the vehicle exceeds the levels set forth for that category of vehicles as shown below:

Table 3
Maximum Motor Vehicle Sound Level in dB(A)

	Speed Limit 35 mph	Speed Limit 35 mph	Vehicle Stationary
	or less	or more	
Motor vehicle with a gross vehicle weight rating (GVWR) of less than 10,000 pounds	81	85	83
Motorcycle	81	85	83
Motor vehicle with a GVWR of more than 10,000 pounds	89	94	91
Any other motor vehicle or any combination of vehicles towed by any motor vehicle	76	80	78

- (b) Sound levels are to be measured at a distance of twenty-five (25) feet from the nearest lane(s) being monitored and at a height of at least four (4) feet above the immediate surrounding surface.
- (c) This section shall apply to the total noise from a vehicle and shall not be construed as limiting or precluding the enforcement of any other provisions of this chapter relating to motor vehicle mufflers or noise control.

(d) Traffic, aircraft and other transportation noise sources and other background noises shall not be considered in taking measurements under this section.

Sec. 20-6-11. Mufflers

- (a) It shall be unlawful for any person to operate or cause to be operated a motor vehicle unless the exhaust system is free from defects, which affect sound reduction.
- (b) No person shall remove or render inoperative, or cause to be removed or rendered inoperative, other than for purposes of maintenance, repair or replacement, any muffler or sound dissipative device on a motor vehicle.
- (c) It shall be unlawful for any person to modify the exhaust system of a motor vehicle by the installation of a muffler cut-out or bypass, and no person shall operate a motor vehicle which has been so modified.

Sec. 20-6-12, Off-road vehicles

- (a) It shall be unlawful for any person to operate or cause to be operated a recreational off-road motor vehicle individually, in a group, or in an organized racing event, on public or private property in such a manner that the sound level exceeds the maximum permissible levels set forth in section 20-6-10, Table 3 for motorcycles, adjusted to a distance of twenty-five (25) feet from the path of the vehicle when operated on public space, or the boundary private property when operated on private property.
- (b) This section shall apply to all recreational vehicles, whether or not duly licensed or registered including, but not limited to, commercial or noncommercial racing vehicles, motorcycles, go-carts, amphibious craft and dune buggies.
- (c) Use of such vehicles off-road except for emergency purposes and except to attain access from private property to public right -of-way, shall be completely prohibited between the hours of 10:00 p.m. and 7:00 a.m.

Sec. 20-6-13. Owner or Operator / Occupant Responsibility

- (a) Penalties for violations of this code may be assessed against persons responsible for either the premises or the sound source.
- (b) All persons responsible for either the premises or the sound source who are actively or constructively present at the same of the violation shall be listed on the same citation and shall be jointly and severally responsible for any such violation.
- (c) Any person responsible for causing a violation of the article or at any commercial establishment shall be liable for any civil or criminal remedy, which may be imposed by the code.
- (d) Any person in charge of and physically present, at any commercial establishment shall be liable for any civil or criminal remedy which may be imposed by the code.
- (e) No property owner shall allow a noise-related nuisance or health or safety hazard to be created or maintained by or on account of tenants of the property owner. For

purposes of this section, a noise-related nuisance or health or safety hazard shall be deemed to exist when a tenant or group of tenants at a specific location receives a third citation for a noise ordinance violation pursuant to this chapter. A property owner may be held liable for the costs of abating the nuisance or remedying the health or safety hazard only if the property owner has been notified in writing of the first two (2) ordinance violations. A property owner shall be liable for the costs of abating the nuisance or remedying the health or safety hazard upon the third and any subsequent action by the same tenant at a specific location, provided the third violation occurs at least fifteen (15) days from the date of actual receipt of notice of the second violation. It shall be a complete defense to a citation under this subsection if the owner of the real property involved can prove that the property owner is actively pursuing an eviction process according to law, and that the eviction process was begun prior to the date of the third or any subsequent violation by the same tenant at a specific location.

- (f) Owners, property managers, agents, management companies, employees of the owner, property manager, agent or management companies, and their family members shall be responsible and liable for any violations of this chapter by tenants, guests, or licensees on the premises if the owners, property managers, agents, management companies, employees of the owner, property manager, agent or management companies, or their family members are present at the time of the violation.
- (g) When the noise, which violates this article is emanating from a motorized vehicle, the violator is the operator of the motorized vehicle and/or the employer of the operator if the motorized vehicle is being used for commercial purposes, and /or the person which possesses or controls the motorized vehicle used by the operator, if the motorized vehicle is being used for commercial purposes.
- (h) When the noise, which violates this article is emanating from construction activities, the violator is the individual doing the activity and/or their employer, the general contractor for the site, or the owner of the property.
- (i) Notice of any previous violations pursuant to this section shall be affected by registered or certified mail and by regular mail sent concurrently. Alternately, notice may be affected by personal hand delivery and acknowledgement of receipt by the owner or agent of the owner. If the certified or registered notification is returned, but the regular mail notification is not returned, it will be presumed the addressee received the notification. The burden shall be on the addressee to establish that such notification was not received.

Sec. 20-6-14. Violations

- (a) When it is reasonable and practical to do so, a person believed to be violating any portion of this chapter may be given an oral order to cease or abate the noise immediately, or as soon as is reasonable or practical, prior to being charged with a violation.
- (b) If the order to cease or abate the noise is not complied with, the person or persons responsible for the violation may be charged with a violation of this chapter.

Sec. 20-6-15. Penalties and Enforcement.

(a) Civil penalty. Any violation of the provisions of this article shall subject the offender to a civil penalty in the amount of Fifty dollars (\$50.00). In the event there is more than one (1) violation within any thirty-day period, then the civil penalty shall be increased for each additional violation over one (1) during such period, as follows. The date of the first violation shall establish the beginning date for the initial thirty-day period. The next violation within that thirty-day period shall be considered the second violation. Any violations that follow within that thirty-day period shall be numbered sequentially. The penalty shall be:

Second offense within same thirty-day period \$ 100.00

Third and subsequent offenses within same thirty-day period . . \$ 200.00

Once the thirty-day period has run from the "first violation," the next violation shall be considered to be a first violation for the purposes of establishing a new thirty-day period. Each subsequent violation that follows more than thirty (30) days from the previous first violation shall be a new first violation for the purpose of establishing a new thirty-day period. Violators shall be issued a written citation which must be paid within seventy-two (72) hours of the issue date and time, which penalty may provide for an additional fifty dollars (\$50.00) delinquency charge for each 72-hour period thereafter upon nonpayment until paid in full. The city attorney, or his designee, is authorized to file suit on behalf of the city to collect any unpaid citations and any delinquency charge, and the Chief of Police, or their designee, is authorized to verify and sign complaints on behalf of the city in such suits. A police officer or other employee authorized by the City Manager to enforce the noise control ordinances may issue a citation for violations of this article. If litigation is required to recover the penalties and delinquency charges, the city attorney's or their designee in addition to the penalties and delinquency charges may recover reasonable attorneys fees and other costs incurred in bringing the action and collecting the judgment.

(b) This article may also be enforced through equitable remedies including but not limited to nuisance abatement procedures as issued by a court of competent jurisdiction.

Sec. 20-6-16 Noise Violation Appeal Process

- A. Any person issued a civil penalty under the provision of this code may appeal by filing an appeal in writing to the Chief of Police with ten (10) calendar days after the civil penalty is issued. The written appeal shall state all reasons that the civil penalty was wrongly applied and shall include all supporting documentation that the appellant contends support the appeal.
- B. If a person files a written appeal within that time provided in this section the penalty being appealed shall be stayed pending the decision of the Chief of Police.
- C. The Chief of Police or their desginee shall issue a written determination within ten (10) working days of receipt of the written appeal, stating whether the disputed civil penalty will be approved without change or modified or reversed.
- D. All decisions shall be served on the petitioner.
- E. The determination of the Chief of Police or their designee is final, subject to appeal only in the Superior Court of Beaufort County by proceedings in the nature of certiorari such appeal to filled within thirty (30) days of the date the adverse decision was mailed.

Agenda Date: 8/9/2021



REQUEST FOR CITY COUNCIL REVIEW

To: From: Mayor Sadler & Members of the City Council

Stacy Drakeford, Director of Police/ Fire Services

Date:

August 4, 2021

Subject:

Open Carry on City owned property.

Applicant Presentation: Staff Presentation:

N/A N/A

BACKGROUND AND FINDINGS:

During the past months, I have been reviewing Open Carry ordinances from different municipalities in North Carolina. This review was based on residents' concerns about individuals and groups openly displaying weapons on city property. I present this proposed city ordinance for your review and comments.

Prohibition on open carry or display weapons

It shall be unlawful for any person to openly carry, posses or display a deadly weapon or firearm, including any handgun, pistol, rifle, shotgun, air rifle, BB gun, pellet gun or any other weapon which fires a missile or other high speed projectile, knifes or blades longer than three inches and any other deadly weapon as defined under G.S. 14-269(a) on any city owned or controlled buildings and any appurtenant premises.

It shall be unlawful for any person to openly carry, possess or display a deadly weapon or firearm, including any handgun, pistol, rifle, shot gun, air rifle, BB gun, pellet gun or any other weapon which fires a missile or other high speed projectile, knife's or blades longer than three inches any other deadly weapon as defined under G.S. 14-269(a) within city owned recreational facilities, athletic facilities, play ground or any athletic field as defined in G.S. 14-415.23. This probation applies to any festival and parade within the corporate city limits of Washington. This prohibition shall apply to the following location in the city:

- 1) Beebe Memorial Park
- 2) Bobby Andrews Center
- 3) PCM Skatepark
- 4) 5th Street Basketball Courts
- 5) Bug House Park
- 6) Caboose Park
- 7) Crab Park and Stewart Parkway
- 8) City Boat Ramps
- 9) Dock Station
- 10) East Main Street Park
- 11) Festival Park
- 12) Harding Square
- 13) Havens Gardens
- 14) Havens Gardens Boat Ramp
- 15) Mason's Landing Boat Ramp
- 16) Municipal Pier
- 17) Off Leash Dog Park
- 18) Oakdale Center and Basketball Courts
- 19) PS Jones Memorial Park
- 20) Susiegray McConnell Sports
- 21) Complex and Aquatic Center
- 22) Third and Pierce St Park
- 23) Todd Maxwell Complex
- 24) Veteran's Park
- 25) Town cemeteries
- 26) Washington-Warren Airport

This prohibition does not apply to geenways, open spaces, sidewalks, walking paths, or any other area not specifically identified.

The city manager or their designee is hereby authorized and instructed to post conspicuous signage at appropriate locations on or within each city owned building or recreational facility and the grounds and parking areas of such building owned or controlled by the city; as well as any other appurtenant premises to such buildings, indicating that openly carrying a handgun or deadly weapon is prohibited.

The city manager or their designee shall exercise discretion in determining the number and appropriate locations of signs to be installed.

Penalty:

The open carrying, possession, or display of any firearms or other deadly weapon as defined in section _____ shall constitute a misdemeanor or subject to a fine as provided by G.S. 14-4 as may be imposed in the discretion of the court or both.

Exceptions:

The possession or display of a firearm or other deadly weapon is exempt from the provisions of section ____ in the following situations and circumstances.

- a. If the possession or display of the firearm or other weapon was conducted by a person authorized by law to carry and display such articles or objects as part of their official duties. Such persons include: Local Law enforcement personnel, military personnel, security guards, state and federal law enforcement or any other person identified under G.S. 14-269(a).
- b. If such possession or display of a firearm or weapon is part of the performance of the duties of a city employee or contractor.
- c. If such possession or display is part of an official program, performance of city sponsored or sanctioned event such possession or the chief of police or their designee has previously approved the display.

An individual who possessed a weapon in violation of this article during an incident of justified selfdefense or defense of another shall not be charged under this article for actions resulting from that incident.

Agenda Date: August 9, 2021



REQUEST FOR CITY COUNCIL ACTION

To:	Mayor Sadler	& Members	of City Council
	•		•/

From: Jonathan Russell, City Manager Date: August 4, 2021

Subject: Brownfields Agreement with NC DEQ

RECOMMENDATION:

I move that City Council approve the Brownfields Agreement between the North Carolina Department of Environmental Quality (DEQ) and the City of Washington.

BACKGROUND AND FINDINGS:

This agreement pertains to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et seq. for the property located at 211 N. Bridge Street and 401 W. 3rd Street Washington, NC 27889. These properties were subject contaminants from a former Manufactured Gas Plant (MGP).

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT		
Currently Budgeted (Account)	Requires additional appropriation
SUPPORTING DOCUMENTS		
EXHIBIT A		
EXHIBIT 2		

EXHIBIT A

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF: The City of Washington

UNDER THE AUTHORITY OF THE)	BROWNFIELDS AGREEMENT re:
BROWNFIELDS PROPERTY REUSE ACT)	Washington MGP
OF 1997, NCGS § 130A-310.30, et seq.)	211 N. Bridge Street
Brownfields Project No. 22082-18-007)	401 W. 3 rd Street
)	Washington, Beaufort County

I. INTRODUCTION

This Brownfields Agreement ("Agreement") is entered into by the North Carolina

Department of Environmental Quality ("DEQ") and the City of Washington (collectively the

"Parties") pursuant to the Brownfields Property Reuse Act of 1997, NCGS § 130A-310.30, et

seq. (the "Act") for the property located at 211 N. Bridge Street and 401 W. 3rd Street

Washington, NC 27889 (the "Brownfields Property"). A map showing the location of the

Brownfields Property that is the subject of this Agreement is attached hereto as Exhibit 1.

The Prospective Developer is the City of Washington, a local municipality with offices at 102 E 2nd Street Washington, NC 27889. Jonathan Russell is the City Manager.

The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Section X (Certification), Section XI (DEQ's Covenant Not to Sue and Reservation of Rights) and Section XII (Prospective Developer's Covenant Not to Sue), the potential liability of the City of Washington for contaminants at the Brownfields Property.

The Parties agree that the City of Washington's entry into this Agreement, and the

actions undertaken by the City of Washington in accordance with the Agreement, do not constitute an admission of any liability by the City of Washington for contaminants at the Brownfields Property. The resolution of this potential liability, in exchange for the benefit the City of Washington shall provide to DEQ, is in the public interest.

II. DEFINITIONS

Unless otherwise expressly provided herein, terms used in this Agreement which are defined in the Act or elsewhere in NCGS § 130A, Article 9 shall have the meaning assigned to them in those statutory provisions, including any amendments thereto.

- "Brownfields Property" shall mean the property which is the subject of this
 Agreement, and which is depicted in Exhibit 1 to the Agreement.
 - 2. "Prospective Developer" shall mean the City of Washington

III. BROWNFIELDS PROPERTY INFORMATION SUMMARY

3. Relevant information about the history, ownership, and uses of the Brownfields
Property is provided in the following summary table. Refer to the Exhibit 2 to this Agreement
that presents data table(s) of the contaminants present at the Brownfields Property at
concentrations above their applicable standards or screening levels for each media sampled.

BROWNFIELDS PROPERTY INFORMATION SUMMARY		
Parcel Address(es) & Parcel	211 N. Bridge Street, 5675-79-1209	
IDs	401 W. 3 rd Street, 5675-79-3303	
Acreage	3.57	
Current Property Owner	The City of Washington	
Current Land Use(s)	Vacant as of 2006	
Site Vicinity Land Use(s)	Single family residential, retail, commercial,	
Site Vicinity Land Use(s)	religious/daycare	
Proposed Pouse(s)	Institutional, office, public facility, parking, high-density	
Proposed Reuse(s)	residential, and subject to DEQ's prior written approval other	

BROWNFIELDS PROPERTY INFORMATION SUMMARY			
	commercial uses		
Public Benefits of Reuse	Return to productive use of the Brownfields Property, elimination of the drawbacks of unoccupied property, spur to additional community investment and redevelopment, creation of 50 to 75 temporary construction jobs and five to 10 permanent jobs, additional institutional, office, public facility, parking, and subject to DEQ's prior written approval, other high-density residential or commercial uses for the area, and smart growth.		
Existing Land Use Restrictions Prior to Brownfields Agreement	and smart growth. A Declaration of Perpetual Land Use Restrictions was recorded for the Brownfields Property on June 10, 2010 at the Beaufort County Register of Deeds (Book 1721, Page 615-619), revised on March 17, 2011 (Book 1747, Page 344-350), and includes the following land use restrictions extracted verbatim: PERPETUAL LAND USE RESTRICTIONS 1. The Site shall be used for commercial and/or residential purposes only with the required implementation and maintenance of engineering and/or institutional controls approved in advance by DENR or its successor in function. Operation and maintenance engineering controls will be required and documentation of such activities will be provided to DENR or its successor in function. 2. Mowing of vegetation and tree pruning are allowed on the Site. 3. Activities necessary to maintain the security of the Site, prevent human exposure to contaminated materials, and to prevent erosion of the contaminated soil at the Site are permitted, if approved in advance by DENR or its successor in function. 4. Except as approved in writing by DENR or its successor in function, all other uses of the site are prohibited, specifically including, but not limited to, the following: a. Subsequent to redevelopment by Washington Center LLC,		
	it successors and assigns, the Site shall <u>not</u> be subject to any additional above-ground or below-ground construction, improvements (including, but not limited to, utilities, roads, and sidewalks). No alternation, disturbance or removal of the existing soil, landscape and contours shall occur other than		

BROWNFIELDS PROPERTY INFORMATION SUMMARY

erosion control measures approved by DENR or its successor in function.

- b. The Site shall <u>not</u> be used for agricultural or grazing purposes or for timber production.
- c. The Site shall <u>not</u> be used for kennels, private animal pens, or for riding clubs.
- d. The Site shall <u>not</u> be used for mining, extraction of coal, oil, gas or any other minerals or non-mineral substances.
- e. Surface or underground water shall <u>not</u> be used for any purpose. The installation of groundwater wells or other devices for access to groundwater for any purpose other than monitoring groundwater quality is prohibited without prior approval by DENR, or its successor in function.
- f. Any other uses of the Site after redevelopment by the owner shall first be approved in writing by DENR or its successor in function.
- 5. The owner, it successors or assigns of any portion of the Site shall submit a letter report, containing the notarized signature of the owner, in January of each year on or before January 31st, to the Superfund Section of the Division of Waste Management of DENR, or its successor in function, confirming that this Declaration is still recorded in the Office of the Beaufort County Register of Deeds and that activities and conditions at the Site remain in compliance with the land use restrictions herein.
- 6. No person conducting environmental assessment or remediation at the Site, or involved in determining compliance with applicable land use restrictions, at the direction of; or pursuant to a permit or order issued by, DENR or its successor in function may be denied access to the Site for the purpose of conducting such activities.
 7. The owner of any portion of the Site shall cause the instrument of any sale, lease, grant, or other transfer of any interest in the Site to include a provision expressly requiring the lessee, grantee, or transferee to comply with this Declaration. The failure to include such provision shall not affect the validity or applicability of any land use restriction in this Declaration.

ENVIRONMENTAL INFORMATION SUMMARY

Historical Operations & The Brownfields Property was initially developed as multiple

ENVIRO	NMENTAL INFORMATION SUMMARY	
Contaminant Sources	single-family residential properties prior to 1857 at which time the Manufactured Gas Plant (MGP) was initially developed on the northeastern half-acre of the site. The MGP operation footprint expanded from the years 1857 to around 1958.	
	By 1948, a bottling plant and private auto repair shop were developed on the northwestern portion of the Brownfields Property.	
Current Operations/Activities	None/vacant	
	Soil: arsenic, benzene, ethylbenzene, toluene, and xylenes (BTEX), chromium (VI), and polynuclear aromatic hydrocarbons (PAHs)	
	Groundwater: BTEX, cyanide, and PAHs	
Contaminated Media	Soil Gas: benzene, 1,2-dichloroethane, ethylbenzene, n-hexane	
	Indoor Air: no structures present	
	Surface Water/Sediment: none present	
	Superfund Section: NCD986197275	
	LUST Incident Number: 18515	
	Pursuant to the November 13, 2001 Administrative Order on	
	Consent (AOC), Docket Number 00-SF-192, the owner of the	
ID Numbers/Permits	Brownfields Property at that time, Carolina Power & Light	
	Company (later PSNC and currently Duke Energy)	
	committed to assessing and addressing the contamination at	
	the Brownfields Property associated with the MGP site	
	through NCDENR's (the predecessor agency of DEQ) Superfund Section, Federal Remediation Branch	
	Superfund Section, Federal Remediation Branch. Future construction workers, on-site workers, visitors, and	
Onsite Receptors Considered	trespassers.	
	i. Water supply wells: A former onsite water supply well was abandoned in 2006.	
Potential Offsite Receptors Considered	ii. Residential structures, churches, or childcare centers: Single family residences adjacent in all directions, and the First United Methodist Church, including its day care facility, adjacent to the east.	

ENVIRONMENTAL INFORMATION SUMMARY		
	iii. Surface water: Pamlico River located approximately 500	
	feet south of the Brownfields Property	
	Groundwater: Relatively flat gradient flowing to the southeast	
	towards Van Norden St. The First United Methodist Church	
Potential offsite migration	parking lot is located across Van Norden St.	
pathways		
	Soil Vapor: None based on compounds detected in 2021 soil	
	vapor samples and the resulting risk calculations.	

- 4. Environmental reports regarding the Brownfields Property referred to hereinafter as the "Environmental Reports," include, but are not limited to:
- a. Those that the Prospective Developer obtained or commissioned regarding the Brownfields Property:

Title	Prepared by	Date of Report
Phase I Environmental Site Assessment	Mid-Atlantic Associates	November 30, 2018
Limited Environmental Site Assessment Report	Mid-Atlantic Associates	September 4, 2019
Phase II Limited Site Assessment	Mid-Atlantic Associates	April 22, 2021

b. Other available reports:

Title	Prepared by	Date of Report
Underground Storage Tank Closure Report	Hood Richardson PA	August 27, 1998
Limited Site Assessment	Hood Richardson PA	January 26, 1999
Phase I Remedial Investigation Work Plan	Silar Services, Inc.	May 2005
Phase I Remedial Investigation Summary Report	Silar Services, Inc.	July 2005
Notice of Inactive Hazardous Substance Plat	McKim & Creed	April 21, 2006
Remedial Investigation Report (Part 1 of 2)	Silar Services, Inc.	September 2006
Remedial Investigation Report (Part 2 of 2)	Silar Services, Inc.	September 2006
Remedial Action Plan	Silar Services, Inc.	March 2007
Remedial Action Final Report	Silar Services, Inc.	January 2008
Declaration of Perpetual Land Use Restrictions	NCDENR	March 17, 2011

Title	Prepared by	Date of Report
Semi-Annual Groundwater Monitoring	Silar Services, Inc.	February 2008 –
Report	Shar Services, me.	present

IV. PROSPECTIVE DEVELOPER'S INVOLVEMENT

- 5. For purposes of this Agreement DEQ relies on Prospective Developer's representations that Prospective Developer's involvement with the Brownfields Property has been limited to obtaining or commissioning the Environmental Reports, preparing and submitting to DEQ a Brownfields Property Application (BPA) dated December 20, 2018, and purchasing the Brownfields Property on August 27, 2019.
- 6. Prospective Developer has provided DEQ with information, or sworn certifications regarding that information on which DEQ relies for purposes of this Agreement, sufficient to demonstrate that:
- a. Prospective Developer and any parent, subsidiary, or other affiliate has substantially complied with federal and state laws, regulations and rules for protection of the environment, and with the other agreements and requirements cited at NCGS § 130A-310.32(a)(1);
- b. As a result of the implementation of this Agreement, the Brownfields Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment;
- c. Prospective Developer's reuse of the Brownfields Property will produce a public benefit commensurate with the liability protection provided Prospective Developer hereunder;

- d. Prospective Developer has or can obtain the financial, managerial, and technical means to fully implement this Agreement and assure the safe use of the Brownfields Property; and
- e. Prospective Developer has complied with all applicable procedural requirements.
- 7. Prospective Developer has paid to DEQ the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and shall make a payment to DEQ of \$6,000 at the time Prospective Developer and DEQ enter into this Agreement, defined for this purpose as occurring no later than the last day of the public comment period related to this Agreement. The Parties agree that such fees will suffice as the \$2,000 fee to seek a brownfields agreement required by NCGS § 130A-310.39(a)(1), and, within the meaning of NCGS § 130A-310.39(a)(2), the full cost to DEQ and the North Carolina Department of Justice of all activities related to this Agreement, unless a change is sought to a Brownfields document after it is in effect, in which case there shall be an additional fee of at least \$1,000.

V. <u>BENEFIT TO COMMUNITY</u>

- 8. The redevelopment of the Brownfields Property proposed herein would provide the following public benefits:
- a. a return to productive use of the Brownfields Property and elimination of the drawbacks of unoccupied property;
- b. a spur to additional community investment and redevelopment, through improved neighborhood appearance and otherwise;

- c. the creation of 50 to 75 temporary construction jobs associated with initial redevelopment and five to 10 permanent jobs after redevelopment is completed;
- d. additional institutional, office, public facility, parking, high-density residential, and subject to DEQ's prior written approval, other commercial uses for the area; and
- e. "smart growth" through use of land in an already developed area, which avoids development of land beyond the urban fringe ("greenfields").

VI. WORK TO BE PERFORMED

- 9. The guidelines as embodied in their most current version, including parameters, principles and policies within which the desired results are to be accomplished are (as to: field procedures, laboratory testing, Brownfields Program requirements, and remedial or mitigation measures):
- a. the Guidelines of the Inactive Hazardous Sites Branch of DEQ's Superfund Section;
 - b. the Division of Waste Management Vapor Intrusion Guidance;
 - c. the Brownfields Program Assessment Work Plan Checklist; and
 - d. the Brownfields Survey Plat Checklist.
- 10. In redeveloping the Brownfields Property, Prospective Developer shall make reasonable efforts to evaluate applying sustainability principles at the Brownfields Property, using the nine (9) credit categories incorporated into the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) certification program (Integrative Process, Location and Transportation, Sustainable Sites, Water Efficiency, Energy &

Atmosphere, Materials & Resources, Indoor Environmental Quality, Innovation, and Regional Priority), or a similar program.

- 11. Based on the information in the Environmental Reports, other available reports, and subject to imposition of and compliance with the land use restrictions set forth below, and subject to Section XI of this Agreement (DEQ's Covenant Not to Sue and Reservation of Rights), DEQ is not requiring Prospective Developer to perform any active remediation at the Brownfields Property other than remediation that may be required pursuant to a DEQ-approved Environmental Management Plan (EMP) as specified in subparagraph 13.d. below.
- 12. If DEQ's MGP Program determines that Duke Energy, or its successor in function, is in material noncompliance with their Administrative Order on Consent and Duke Energy fails to remedy such noncompliance within a written deadline imposed by DEQ, Prospective Developer shall take any actions DEQ's Brownfields Program requires to ensure the Brownfields Property's suitability for the uses specified in subparagraph 13.a. below and full protection of public health and the environment.

VII. LAND USE RESTRICTIONS

13. By way of the Notice of Brownfields Property referenced below in paragraph 17, Prospective Developer shall impose the following land use restrictions under the Act, running with the land, to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment instead of remediation to unrestricted use standards. As referenced in paragraph 3 above, the Declaration of Perpetual Land Use Restrictions, previously recorded in the Beaufort County Register of Deeds, Book 1721, Page

615-619 on June 10, 2010, and revised on March 17, 2011, shall immediately be superseded upon the filing of the Notice of Brownfields Property. All references to DEQ shall be understood to include any successor in function.

- a. No use may be made of the Brownfields Property other than for institutional, office, public facility, parking, high-density residential, and subject to DEQ's prior written approval, other commercial uses. For purposes of this restriction, the following definitions apply:
- i. Institutional is defined as the use of land, buildings or structures for public, non-profit or quasi-public purposes, such as libraries, community centers, post-secondary education facilities, religious facilities, or health care facilities.
- ii. Office is defined as a place where business or professional services are provided.
- iii. Public facility is defined as government run uses such as libraries, fire stations, police stations, public works yards, postal distribution centers, and governmental offices.
- iv. Parking is defined as the temporary accommodation of motor vehicles in an area designed for same.
- v. High-Density Residential is defined as permanent dwellings where residential units are attached to each other with common walls, such as condominia, apartments, group homes, dormitories or boarding houses, and any property outside the dwelling structures is usable by all residents and not privately owned as part of a particular unit (e.g., privately-owned

courtyards are prohibited), and may include related amenities, such as pools, clubhouses, courtyards, common areas, recreation areas and parking garages. Single family homes are prohibited; townhomes, duplexes or other units with yards are prohibited unless approved in writing by DEQ in advance.

vi. Commercial is defined as an enterprise carried on for profit or nonprofit by the owner, lessee or licensee.

- b. The Brownfields Property may not be used for childcare centers, adult care centers, or schools without the prior written approval of DEQ.
- c. The Brownfields Property may not be used for residential use without the prior written approval of DEQ.
- d. Physical redevelopment of the Brownfields Property may not occur other than in accord, as determined by DEQ, with an Environmental Management Plan ("EMP") approved in writing by DEQ in advance (and revised to DEQ's written satisfaction prior to each subsequent redevelopment phase) that is consistent with all the other land use restrictions and describes redevelopment activities at the Brownfields Property, the timing of redevelopment phases, and addresses health, safety and environmental issues that may arise from use of the Brownfields Property during construction or redevelopment in any other form, including without limitation:
 - i. demolition of existing buildings, if applicable;
- ii. issues related to known or potential sources of contamination, including without limitation those resulting from contamination identified in Exhibit 2;
 - iii. contingency plans for addressing, including without limitation the

testing of soil and groundwater, newly discovered potential sources of environmental contamination (e.g., USTs, tanks, drums, septic drain fields, oil-water separators, soil contamination); and

v. plans for the proper characterization and DEQ approval of both fill soil before import to the Brownfields Property and the disposition of all soil excavated from the Brownfields Property during redevelopment.

e. During January of each year after the year in which the Notice referenced below in paragraph 17 is recorded, as part of the Land Use Restriction Update as described in paragraph 13.p. below for as long as physical redevelopment of the Brownfields Property continues (except that the final deadline shall fall 90 days after the conclusion of physical redevelopment), the then owner of the Brownfields Property shall provide DEQ a report subject to written DEQ approval on environment-related activities since the last report, with a summary and drawings, that describes:

i. actions taken on the Brownfields Property in accordance with Section
 VI: Work to be Performed above;

- ii. soil grading and cut and fill actions;
- iii. methodology(ies) employed for field screening, sampling and laboratory analysis of environmental media;
- iv. stockpiling, containerizing, decontaminating, treating, handling, laboratory analysis and ultimate disposition of any soil, groundwater, or other materials suspected or confirmed to be contaminated with regulated substances; and

v. removal of any contaminated soil, water, or other contaminated materials (for example, concrete, demolition debris) from the Brownfields Property (copies of all legally required manifests shall be included).

f. If any remedial obligations under DEQ's oversight are discontinued prior to completion to the satisfaction of DEQ, DEQ may require the then owner of the Brownfields Property to assess the risk remaining to public health and the environment at or from the Brownfields Property. DEQ may also impose upon the then owner of the Brownfields Property additional land use restrictions or require the Brownfields Property owner to conduct additional actions as necessary to prevent or mitigate unacceptable risks imposed by said discontinued remedial obligations in order to achieve the goals of this brownfields agreement as set forth in NCGS §130A-310.32(2) to the written satisfaction of DEQ.

g. Groundwater at the Brownfields Property may not be used for any purpose without the prior written approval of DEQ along with any measures DEQ deems necessary to ensure that the Brownfields Property will be suitable for the uses specified in subparagraph 13.a. above while fully protecting public health and the environment. Should groundwater be encountered or exposed during any activity on the Brownfields Property, it shall be managed in accordance with the DEQ-approved EMP outlined in subparagraph 13.d., or a plan approved in writing in advance by DEQ.

h. No activity that disturbs soil on the Brownfields Property may occur unless and until DEQ states in writing, in advance of the proposed activity, that said activity may occur if carried out along with any measures DEQ deems necessary to ensure the Brownfields Property

will be suitable for the uses specified in subparagraph 13.a. above while fully protecting public health and the environment, except:

- i. in connection with landscape planting to depths not exceeding 24 inches;
- ii. mowing and pruning of above-ground vegetation;
- iii. for repair of underground infrastructure, provided that DEQ shall be given written notice at least seven days in advance of a scheduled repair (if only by email) of any such repair, or in emergency circumstances no later than the next business day, and that any related assessment and remedial measures required by DEQ shall be taken; and
- iv. in connection to work conducted in accordance with a DEQ-approved Environmental Management Plan (EMP) as outlined in subparagraph 13.d.
- i. Soil may not be removed from, or brought onto, the Brownfields Property without prior sampling and analysis to DEQ's satisfaction and the written approval of DEQ, unless conducted in accordance with an approved EMP as outlined in paragraph 13.d.
- j. No enclosed building may be constructed on the Brownfields Property and no existing building, defined as those depicted on the plat component of the Notice of Brownfields Property referenced in paragraph 17 below, may be occupied until DEQ determines in writing that:
- i. the building is or would be protective of the building's users and public health from the risk of vapor intrusion based on site assessment data, or a site-specific risk assessment approved in writing by DEQ; or
 - ii. a vapor intrusion mitigation system (VIMS) has been:

1. designed to mitigate the intrusion of subsurface vapors into building features in accordance with the most recent and applicable DWM Vapor Intrusion Guidance, Interstate Technology & Regulatory Council (ITRC) guidance, and American National Standards Institute (ANSI)/American Association of Radon Scientists and Technologists (AARST) standards, and that a professional engineer licensed in North Carolina, as evidenced by said engineer's professional seal, is satisfied that the design is fully protective of public health, and shall include a performance monitoring plan detailing methodologies and schedule, both of which are subject to prior written DEQ approval; and

2. installed and an installation report is submitted for written DEQ approval that includes as-built diagrams, photographs, and a description of the installation, with said engineer's professional seal confirming that the engineer is satisfied that the system was installed per the DEQ approved design. If any deviations from the system design were necessary during installation, then the report shall include details on said deviations, as well as the engineer's seal certifying the VIMS, as installed, was installed in such a manner so as to be fully protective of public health.

- k. Neither DEQ, nor any party conducting environmental assessment or remediation at the Brownfields Property at the direction of, or pursuant to a permit, order or agreement issued or entered into by DEQ, may be denied access to the Brownfields Property for purposes of conducting such assessment or remediation, which is to be conducted using reasonable efforts to minimize interference with authorized uses of the Brownfields Property.
 - 1. Within 60 days after the effective date of this Agreement or prior to land

disturbance activities, whichever occurs first, Prospective Developer shall abandon all monitoring wells, injection wells, recovery wells, piezometers and other man-made points of groundwater access at the Brownfields Property, except those wells required by the Manufactured Gas Plant Program of the Federal Remediation Branch of DEQ's Superfund Section and as identified in the *Remedial Action Plan* (Silar Services, Inc., March 2007), in accordance with Subchapter 2C of Title 15A of the North Carolina Administrative Code, unless an alternate schedule is approved by DEQ. Within 30 days after doing so, the Prospective Developer shall provide DEQ a report, setting forth the procedures and results.

m. Except for the work related to subparagraph 13.l. above, the owner of any portion of the Brownfields Property where any existing, or subsequently installed, DEQ-approved monitoring well is damaged by the owner, its contractors, or its tenants shall be responsible for repair of any such wells to DEQ's written satisfaction and within a time period acceptable to DEQ, unless compliance with this Land Use Restriction is waived in writing by DEQ in advance.

n. Any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Beaufort County land records, Book _____, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XVII (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records

Law. The owner may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, the owner conveying an interest may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVII (Notices and Submissions); or (ii) The owner conveying an interest may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVII.

o. None of the contaminants known to be present in the environmental media at the Brownfields Property, as described in Exhibit 2 of this Agreement, and as modified by DEQ in writing if additional contaminants in excess of applicable standards are discovered at the Brownfields Property, may be used or stored at the Brownfields Property without the prior written approval of DEQ, except:

i. in *de minimis* quantities for cleaning and other routine housekeeping and maintenance activities; and

ii. as fuel or other fluids customarily used in vehicles, landscaping equipment and emergency generators.

p. During January of each year after the year in which the Notice referenced below in paragraph 17 is recorded, the owner of any part of the Brownfields Property as of January 1st of that year shall submit a notarized Land Use Restrictions Update ("LURU") to DEQ, and to the chief public health and environmental officials of Beaufort County, certifying that, as of said January 1st, the Notice of Brownfields Property containing these land use restrictions remains recorded at the Beaufort County Register of Deeds office and that the land

use restrictions are being complied with. If the property is transferred, the grantor shall submit a LURU (as outlined above) which covers the period of time they owned the property. The submitted LURU shall state the following:

i. the Brownfields Property address, and the name, mailing address, telephone number, and contact person's e-mail address of the owner, or board, association or approved entity, submitting the LURU if said owner, or each of the owners on whose behalf a joint LURU is submitted, acquired any part of the Brownfields Property during the previous calendar year; and

ii. the transferee's name, mailing address, telephone number, and contact person's e-mail address, if said owner, or each of the owners on whose behalf a joint LURU is submitted, transferred any part of the Brownfields Property during the previous calendar year.

- 14. The desired result of the above-referenced land use restrictions is to make the Brownfields Property suitable for the uses specified in this Agreement while fully protecting public health and the environment.
- 15. The consequence of achieving the desired results will be that the Brownfields

 Property will be suitable for the uses specified in the Agreement while fully protecting public health and the environment. The consequence of not achieving the desired results will be that modifications to land use restrictions and/or remediation in some form may be necessary to fully protect public health and/or the environment.

VIII. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

16. In addition to providing access to the Brownfields Property pursuant to subparagraph

13.k. above, Prospective Developer shall provide DEQ, its authorized officers, employees, representatives, and all other persons performing response actions under DEQ oversight, access at all reasonable times to other property controlled by Prospective Developer in connection with the performance or oversight of any response actions at the Brownfields Property under applicable law. Such access is to occur after prior notice and using reasonable efforts to minimize interference with authorized uses of such other property except in response to emergencies and/or imminent threats to public health and the environment. While Prospective Developer owns the Brownfields Property, DEQ shall provide reasonable notice to Prospective Developer of the timing of any response actions to be undertaken by or under the oversight of DEQ at the Brownfields Property. Except as may be set forth in the Agreement, DEQ retains all of its authorities and rights, including enforcement authorities related thereto, under the Act and any other applicable statute or regulation, including any amendments thereto.

17. DEQ has approved, pursuant to NCGS § 130A-310.35, a Notice of Brownfields
Property ("Notice") for the Brownfields Property containing, inter alia, the land use restrictions
set forth in Section VI (Work to Be Performed) of this Agreement and a survey plat of the
Brownfields Property. Pursuant to NCGS § 130A-310.35(b), within 15 days of the effective date
of this Agreement, Prospective Developer shall file the Notice in the Beaufort County, North
Carolina, Register of Deeds' Office. Within three (3) days thereafter, Prospective Developer
shall furnish DEQ a copy of the documentary component of the Notice containing a certification
by the register of deeds as to the Book and Page numbers where both the documentary and plat
components of the Notice are recorded, and a copy of the plat with notations indicating its

recordation.

- 18. This Agreement shall be attached as Exhibit A to the Notice. Subsequent to recordation of said Notice, any deed or other instrument conveying an interest in the Brownfields Property shall contain the following notice: "This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Beaufort County land records, Book ______, Page _____." A copy of any such instrument shall be sent to the persons listed in Section XVII (Notices and Submissions), though financial figures and other confidential information related to the conveyance may be redacted to the extent said redactions comply with the confidentiality and trade secret provisions of the North Carolina Public Records Law. Prospective Developer may use the following mechanisms to comply with the obligations of this paragraph: (i) If every lease and rider is identical in form, Prospective Developer may provide DEQ with copies of a form lease or rider evidencing compliance with this paragraph, in lieu of sending copies of actual, executed leases, to the persons listed in Section XVII (Notices and Submissions); or (ii) Prospective Developer may provide abstracts of leases, rather than full copies of said leases, to the persons listed in Section XVII.
- 19. The Prospective Developer shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Brownfields Property within seven days of the effective date of this Agreement.

IX. DUE CARE/COOPERATION

20. The Prospective Developer shall exercise due care at the Brownfields Property with

respect to the manner in which regulated substances are handled at the Brownfields Property and shall comply with all applicable local, State, and federal laws and regulations. The Prospective Developer agrees to cooperate fully with any assessment or remediation of the Brownfields Property by DEQ and further agrees not to interfere with any such assessment or remediation. In the event the Prospective Developer becomes aware of any action or occurrence which causes or threatens a release of contaminants at or from the Brownfields Property, the Prospective Developer shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, shall comply with any applicable notification requirements under NCGS § 130A-310.1 and 143-215.85, Section 103 of CERCLA, 42 USC § 9603, and/or any other law, and shall immediately notify the DEQ Official referenced in subparagraph 32.a. below of any such required notification.

X. CERTIFICATION

21. By entering into this Agreement, the Prospective Developer certifies that, without DEQ approval, it will make no use of the Brownfields Property other than that committed to in the Brownfields Property Application dated December 20, 2018, by which it applied for this Agreement. That use is that which is provided in paragraph 13.a. of this Agreement. Prospective Developer also certifies that to the best of its knowledge and belief it has fully and accurately disclosed to DEQ all information known to Prospective Developer and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any past use of regulated substances or known contaminants at the Brownfields Property and to its qualification for this Agreement, including the requirement that

it not have caused or contributed to the contamination at the Brownfields Property.

XI. DEO'S COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

- 22. Unless any of the following apply, Prospective Developer shall not be liable to DEQ, and DEQ covenants not to sue Prospective Developer, for remediation of the Brownfields

 Property except as specified in this Agreement:
 - a. The Prospective Developer fails to comply with this Agreement.
- b. The activities conducted on the Brownfields Property by or under the control or direction of the Prospective Developer increase the risk of harm to public health or the environment, in which case Prospective Developer shall be liable for remediation of the areas of the Brownfields Property, remediation of which is required by this Agreement, to the extent necessary to eliminate such risk of harm to public health or the environment.
- c. A land use restriction set out in the Notice of Brownfields Property required under NCGS § 130A-310.35 is violated while the Prospective Developer owns the Brownfields Property, in which case the Prospective Developer shall be responsible for remediation of the Brownfields Property to unrestricted use standards.
- d. The Prospective Developer knowingly or recklessly provided false information that formed a basis for this Agreement or knowingly or recklessly offers false information to demonstrate compliance with this Agreement or fails to disclose relevant information about contamination at the Brownfields Property.
- e. New information indicates the existence of previously unreported contaminants or an area of previously unreported contamination on or associated with the

Brownfields Property that has not been remediated to unrestricted use standards, unless this

Agreement is amended to include any previously unreported contaminants and any additional

areas of contamination. If this Agreement sets maximum concentrations for contaminants, and

new information indicates the existence of previously unreported areas of these contaminants,

further remediation shall be required only if the areas of previously unreported contaminants

raise the risk of the contamination to public health or the environment to a level less protective of

public health and the environment than that required by this Agreement.

- f. The level of risk to public health or the environment from contaminants is unacceptable at or in the vicinity of the Brownfields Property due to changes in exposure conditions, including (i) a change in land use that increases the probability of exposure to contaminants at or in the vicinity of the Brownfields Property or (ii) the failure of remediation to mitigate risks to the extent required to make the Brownfields Property fully protective of public health and the environment as planned in this Agreement.
- g. DEQ obtains new information about a contaminant associated with the Brownfields Property or exposures at or around the Brownfields Property that raises the risk to public health or the environment associated with the Brownfields Property beyond an acceptable range and in a manner or to a degree not anticipated in this Agreement.
- h. The Prospective Developer fails to file a timely and proper Notice of Brownfields Property under NCGS § 130A-310.35.
- 23. Except as may be provided herein, DEQ reserves its rights against Prospective Developer as to liabilities beyond the scope of the Act.

- 24. This Agreement does not waive any applicable requirement to obtain a permit, license or certification, or to comply with any and all other applicable law, including the North Carolina Environmental Policy Act, NCGS § 113A-1, et seq.
- 25. Consistent with NCGS § 130A-310.33, the liability protections provided herein, and any statutory limitations in paragraphs 22 through 24 above apply to all of the persons listed in NCGS § 130A-310.33, including future owners of the Brownfields Property, to the same extent as Prospective Developer, so long as these persons are not otherwise potentially responsible parties or parents, subsidiaries, or affiliates of potentially responsible parties.

XII. PROSPECTIVE DEVELOPER'S COVENANT NOT TO SUE

26. In consideration of DEQ's Covenant Not To Sue in Section XI of this Agreement and in recognition of the absolute State immunity provided in NCGS § 130A-310.37(b), the Prospective Developer hereby covenants not to sue and not to assert any claims or causes of action against DEQ, its authorized officers, employees, or representatives with respect to any action implementing the Act, including negotiating, entering, monitoring or enforcing this Agreement or the above-referenced Notice of Brownfields Property.

XIII. PARTIES BOUND

27. This Agreement shall apply to and be binding upon DEQ, and on the Prospective Developer, its officers, directors, employees, and agents. Each Party's signatory to this Agreement represents that she or he is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the Party for whom she or he signs.

XIV. DISCLAIMER

- 28. Prospective Developer and DEQ agree that this Agreement meets the requirements of the Act, including but not limited to the requirements set forth in NCGS § 130A-310.32(a)(2). However, this Agreement in no way constitutes a finding by DEQ as to the risks to public health and the environment which may be posed by regulated substances at the Brownfields Property, a representation by DEQ that the Brownfields Property is fit for any particular purpose, nor a waiver of Prospective Developer's duty to seek applicable permits or of the provisions of NCGS § 130A-310.37.
- 29. Except for the land use restrictions set forth in paragraph 13 above and NCGS § 130A-310.33(a)(1)-(5)'s provision of the Act's liability protection to certain persons to the same extent as to a prospective developer, no rights, benefits or obligations conferred or imposed upon Prospective Developer under this Agreement are conferred or imposed upon any other person.

XV. DOCUMENT RETENTION

30. The Prospective Developer agrees to retain and make available to DEQ all business and operating records, contracts, site studies and investigations, remediation reports, and documents generated by and/or in the control of the Prospective Developer, its affiliates or subsidiaries relating to storage, generation, use, disposal and management of regulated substances at the Brownfields Property, including without limitation all Material Safety Data Sheets or Safety Data Sheets, for six (6) years following the effective date of this Agreement, unless otherwise agreed to in writing by the Parties. Said records may be retained electronically such that they can be retrieved and submitted to DEQ upon request. At the end of six (6) years,

the Prospective Developer shall notify DEQ of the location of such documents and shall provide DEQ with an opportunity to copy any documents at the expense of DEQ. By entering into this Agreement, Prospective Developer waives no rights of confidentiality or privilege provided by the North Carolina Public Records Act or otherwise and, at the time DEQ requests to copy or inspect said documents, Prospective Developer shall provide DEQ with a log of documents withheld from DEQ, including a specific description of the document(s) and the alleged legal basis upon which they are being withheld. To the extent DEQ retains any copies of such documents, Prospective Developer retains all rights it then may have to seek protection from disclosure of such documents as confidential business information.

XVI. PAYMENT OF ENFORCEMENT COSTS

31. If the Prospective Developer fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section VI (Work to be Performed) and Section VII (Land Use Restrictions), it shall be liable for all litigation and other enforcement costs incurred by DEQ to enforce this Agreement or otherwise obtain compliance.

XVII. NOTICES AND SUBMISSIONS

- 32. Unless otherwise required by DEQ or a Party notifies the other Party in writing of a change in contact information or delivery method, all notices and submissions pursuant to this Agreement shall be sent by prepaid first-class U.S. mail or courier service, as follows:
 - a. for DEQ:

Brownfields Property Management Unit (or successor in function) N.C. Division of Waste Management Brownfields Program Mail Service Center 1646 Raleigh, NC 27699-1646

b. for Prospective Developer:

Jonathan Russell, City Manager (or successor in function) The City of Washington 102 E 2nd Street Washington, NC 27889

Notices and submissions sent by prepaid first-class U.S. mail shall be effective on the third day following postmarking. Notices and submissions sent by hand or by other means affording written evidence of date of receipt shall be effective on such date.

XVIII. <u>EFFECTIVE DATE</u>

33. This Agreement shall become effective on the date the Prospective Developer signs it, after receiving the signed, conditionally approved Agreement from DEQ. DEQ's approval of this Agreement is conditioned upon the complete and timely execution and filing of this Agreement in the manner set forth herein. Prospective Developer shall expeditiously sign the Agreement in order to effect the recordation of the full Notice of Brownfields Property within the statutory deadline set forth in NCGS § 130A-310.35(b). If the Agreement is not signed by Prospective Developer within 45 days after such receipt, DEQ has the right to revoke its approval and certification of this Agreement, and to invalidate its signature on this Agreement.

XIX. TERMINATION OF CERTAIN PROVISIONS

34. If any Party believes that any or all of the obligations under Section IX (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of the Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s)

in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other Party to terminate such provision(s).

XX. CONTRIBUTION PROTECTION

- 35. With regard to claims for contribution against Prospective Developer in relation to the subject matter of this Agreement, Prospective Developer is entitled to protection from such claims to the extent provided by NCGS § 130A-310.37(a)(5)-(6). The subject matter of this Agreement is all remediation taken or to be taken and response costs incurred or to be incurred by DEQ or any other person in relation to the Brownfields Property.
- 36. The Prospective Developer agrees that, with respect to any suit or claim for contribution brought by it in relation to the subject matter of this Agreement, it will notify DEQ in writing no later than 60 days prior to the initiation of such suit or claim.
- 37. The Prospective Developer also agrees that, with respect to any suit or claim for contribution brought against it in relation to the subject matter of this Agreement, it will notify DEQ in writing within 10 days of receiving said suit or claim.

XXI. PUBLIC COMMENT

38. This Agreement shall be subject to a public comment period of at least 30 days starting the day after the last of the following public notice tasks occurs: publication of the approved summary of the Notice of Intent to Redevelop a Brownfields Property required by NCGS § 130A-310.34 in a newspaper of general circulation serving the area in which the Brownfields Property is located; conspicuous posting of a copy of said summary at the Brownfields Property; and mailing or delivery of a copy of the summary to each owner of

property contiguous to the Brownfields Property. After expiration of that period, or following a public meeting if DEQ holds one pursuant to NCGS § 130A-310.34(c), DEQ may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY By:

Michael E. Scott
Date
Director, Division of Waste Management

IT IS SO AGREED:
THE CITY OF WASHINGTON
By:

Jonathan Russell
City Manager

Date

Exhibit 2

Brownfields Property Name: Washington MGP Brownfields Project Number: 22082-18-007

The most recent environmental sampling at the Brownfields Property reported in the Environmental Reports occurred on March 26, 2021. The following tables set forth, for contaminants present at the Brownfields Property above unrestricted use standards or screening levels, both the maximum and the most recent concentration found at each sample location, and the applicable standard or screening level. Screening levels and standards are shown for reference only and are not set forth as cleanup or mitigation levels for purposes of this Agreement.

GROUNDWATER

Groundwater contaminants in micrograms per liter (the equivalent of parts per billion), the standards for which are contained in Title 15A of the North Carolina Administrative Code, Subchapter 2L (2L), Rule .0202, or the 2L Groundwater Interim Maximum Allowable Concentrations (IMACS) (April 1, 2013 version):

Groundwater Contaminant	Sample Location	Date of Sampling	Maximum Concentration Exceeding Standard (µg/L)	Date of Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)	
Acenaphthene	MW-3SR	2/22/2008	150	11/2/2020	85	80	
Arsenic	TMW-1	7/19/2019	11	7/19/2019	11	10	
	MW-3SR	1/7/2009	1,300	11/2/2020	160		
	MW-5S	2/23/2010	1,800	11/2/2020	77		
Dominana	MW-6S	7/1/2008	2.4	11/2/2020	<1	1	
Benzene	MW-9S	2/22/2008	1,400	11/2/2020	53	1	
	MW-10S	7/1/2008	8.4	11/2/2020	<1		
	TW-1	5/18/2007	10	5/18/2007	10		
Benzo(a)anthracene	MW-3SR	2/22/2008	12	11/2/2020	< 0.16	0.05	
Benzo(a)pyrene	MW-3SR	2/22/2008	8.8	11/2/2020	< 0.16	0.005	
Benzo(b)fluoranthene	MW-3SR	2/22/2008	5.6	11/2/2020	< 0.16	0.05	
Benzo(k)fluoranthene	MW-3SR	2/22/2008	2.6J	11/2/2020	< 0.16	0.5	
Chrysene	MW-3SR	2/22/2008	9.8	11/2/2020	< 0.16	5	
C-vanida	MW-3SR	2/22/2008	240	11/2/2020	0.01 J	70	
Cyanide	MW-5S	10/2/2008	140	11/2/2020	<0.01 J	70	
	MW-3SR	10/19/2018	1,700	11/2/2020	830		
Ethylbenzene	MW-5S	4/18/2012	3,400	11/2/2020	720	600	
·	MW-9S	2/23/2010	2,000	11/2/2020	290		
Indeno(1,2,3-c,d)pyrene	MW-3SR	2/22/2008	2.7 J	11/2/2020	< 0.16	0.05	
Methylcyclohexane	TMW-2	7/19/2019	1.7J	7/19/2019	1.7J	NS	
1-Methylnaphthalene	MW-3SR	2/22/2008	440	11/2/2020	170	1	

Washington MGP/22082-18-007/DRAFT

Groundwater Contaminant	Sample Location	Date of Sampling	Maximum Concentration Exceeding Standard (µg/L)	Date of Sampling	Most Recent Concentration Exceeding Standard (µg/L)	Standard (µg/L)
	MW-5S	10/2/2008	180	11/2/2020	47	
	MW-9S	4/27/2017	56.4	11/2/2020	45	
	MW-3SR	2/22/2008	270	11/2/2020	6.4	
2-Methylnaphthalene	Methylnaphthalene MW-5S		210	11/2/2020	86	30
· -	MW-9S	10/23/2012	110	11/2/2020	76	
	MW-3SR	2/22/2008	1,900	11/2/2020	900	
Nombibalana	nthalene MW-5S MW-9S		584	11/2/2020	250	6
Naphthalene			390	11/2/2020	170	0
	TW-1	5/18/2007	120	5/18/2007	120	
Talana	MW-5S	9/27/2010	1,100	11/2/2020	16	600
Toluene	MW-9S 2/23/20		10,000 11/2/2020		9.3	000
Xylenes	MW-3SR	10/19/2018	580	11/2/2020	150	
	MW-5S	9/27/2010	3,100	11/2/2020	120	500
	ylenes MW-9S 2/23/2		11,000	11/2/2020	620	300
	TW-1	5/18/2007	650	5/18/2007	650	

J – Estimated concentration between the method detection limit and the laboratory reporting limit

NS – No standard established

GROUNDWATER VAPOR INTRUSION RISK

Groundwater contaminants with potential for vapor intrusion (VI) in micrograms per liter (the equivalent of parts per billion), the vapor intrusion screening levels for which are contained in the Division of Waste Management Vapor Intrusion Guidance, Residential Vapor Intrusion Screening Levels (VISL) (January 2021 version):

Groundwater Contaminant with Potential for Vapor Intrusion	Sample Location	Date of Sampling	Most Recent Concentratio n Exceeding Standard (µg/L)	Residential VI Screening Level ¹ (µg/L)	
Acenaphthene	MW-3SR	11/2/2020	85	NS	
	MW-3SR		160		
Dansana	MW-5S	11/2/2020	77	1.6	
Benzene	MW-9S	11/2/2020	53	1.0	
	TW-1	5/18/2007	10		
	MW-3SR	11/2/2020	830		
Ethylbenzene	MW-5S	11/2/2020	720	3.5	
	MW-9S	11/2/2020	290] 3.3	
	TW-1	5/18/2007	240		

Groundwater Contaminant with Potential for Vapor Intrusion	Sample Location	Date of Sampling	Most Recent Concentratio n Exceeding Standard (µg/L)	Residential VI Screening Level ¹ (µg/L)		
Methylcyclohexane	TMW-2	7/19/2019	1.7J	NS		
	MW-3SR	11/2/2020	170			
1-Methylnaphthalene	MW-5S	11/2/2020	11/2/2020 47			
	MW-9S	11/2/2020	45			
	MW-3SR	11/2/2020	6.4			
2-Methylnaphthalene	MW-5S	11/2/2020	11/2/2020 86			
• •	MW-9S	11/2/2020	76			
	MW-3SR	11/2/2020	900			
Nowhtholono	MW-5S	11/2/2020	250	4.6		
Naphthalene	MW-9S	11/2/2020	170	4.0		
	TW-1	5/18/2007	120			
	MW-3SR	11/2/2020	150			
Xylenes	MW-5S	11/2/2020	120	77		
	MW-9S	11/2/2020	620	//		
	TW-1	5/18/2007	650			

¹ Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk. J – Estimated concentration between the method detection limit and the laboratory reporting limit

NS – No screening level established

SOIL

Soil contaminants in milligrams per kilogram (the equivalent of parts per million), the screening levels for which are derived from the Preliminary Residential Health- Based Soil Remediation Goals of the Inactive Hazardous Sites Branch of DEQ's Superfund Section (January 2021 version):

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)
Arsenic	SB-3	1-2	7/18/2019	1.2	
	SB-4	1-2	7/18/2019	1.4	
	SB-5	3-4	7/18/2019	0.84 J	0.68
	SB-6	1-2	7/18/2019	1.9	
	SS-1	3	3/26/2021	2.34	
Benzene	SW-09A	3-5	5/1/2007	1.8 J	1.2
Benzo(a)anthracene	SW-05A	3-5	4/27/2007	8.7	1.1

Soil Contaminant	Sample Location	Depth (ft)	Date of Sampling	Concentration Exceeding Screening Level (mg/kg)	Residential Screening Level ¹ (mg/kg)	
	SW-05B	3-5	5/8/2007	3.8		
	SW-09A	3-5	5/1/2007	67		
	SW-09B	3-5	5/8/2007	20		
	SB-4	1-2	7/18/2019	0.11 J		
	SS-1	3	3/26/2021	0.192		
	SW-02A	3-5	4/18/2007	0.13		
	SW-03A	3-5	4/23/2007	1.3		
Danga (a) nymana	SW-05A	3-5	4/27/2007	6.4	0.11	
Benzo(a)pyrene	SW-05B	3-5	5/8/2007	1.8	0.11	
	SW-06A	3-5	4/26/2007	1.7		
	SW-07A SW-09A SW-09B		3-5 4/26/2007			
			5/1/2007	60		
			5/8/2007	13		
	SW-03A	3-5	4/23/2007	1.4		
	SW-05A			6.4		
	SW-05B	3-5	5/8/2007	3.3	1.1	
Benzo(b)fluoranthene	SW-06A	3-5	4/26/2007	1.1		
. ,	SW-07A	3-5	4/26/2007	2		
	SW-09A	3-5	5/1/2007	46		
	SW-09B	3-5	5/8/2007	12		
	SB-1	1-2	7/18/2019	0.61		
Chromium (VI)	SB-3	1-2	7/18/2019	0.72	0.31	
()	SB-6	1-2	7/18/2019	0.4 J		
	SW-05A	3-5	4/27/2007	3.8		
I. d (1. 2. 2 d)	SW-07A	3-5	4/26/2007	1.8	1.1	
Indeno(1,2,3-cd)pyrene	SW-09A	3-5	5/1/2007	24	1.1	
	SW-09B	3-5	5/8/2007	5.8		
	SW-05A	3-5	4/27/2007	3.2		
Naphthalene	SW-09A	3-5	5/1/2007	340	2.1	
_	SW-09B	3-5	5/8/2007	8.2		

¹Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

SOIL GAS

Soil gas contaminants in micrograms per cubic meter, the screening levels for which are derived from Residential Vapor Intrusion Screening Levels of the Division of Waste Management (January 2021 version):

Washington MGP/22082-18-007/DRAFT

J – Estimated concentration between method detection limit and laboratory reporting limit

Soil Gas Contaminant	Sample Location	Date of Sampling	Concentration Exceeding Screening Level (µg/m³)	Residential Screening Limit ¹ (μg/m ³)	
Benzene	SG-1	3/26/2021	107	12	
Benzene	SG-1(dup)	3/26/2021	85	12	
1,3-Dichlorobenzene	SG-1	3/26/2021	1.38	NS	
1,3-Dichiologenzene	SG-1 (dup)	3/26/2021	1.45	140	
1,2-Dichloroethane	SG-1(dup)	3/26/2021	4.09	3.6	
	SG-1	3/26/2021	119		
	SG-1(dup)	3/26/2021	51.3		
Ethanol	SG-2	3/26/2021	129	NS	
	SG-3	3/26/2021	105		
	SG-4	3/26/2021	64.9		
T41. 11	SG-1	3/26/2021	67.6	37	
Ethylbenzene	SG-1(dup)	3/26/2021	45.1	3/	
	SG-1	3/26/2021	25.7		
	SG-1(dup)	3/26/2021	15.9		
4-Ethyltoluene	SG-2	3/26/2021	1.27	NS	
-	SG-3	3/26/2021	2.92		
	SG-4	3/26/2021	1.66		
n-Hexane	SG-1	3/26/2021	5,390	4,900	
	SG-1	3/26/2021	1.48		
	SG-1(dup)	3/26/2021	1.38		
Trichlorofluorormethane	SG-2	3/26/2021	1.75	NS	
	SG-3	3/26/2021	1.54		
	SG-4	3/26/2021	1.51		
	SG-1	3/26/2021	2,280		
	SG-1(dup)	3/26/2021	1,720		
2,2,4-Trimethylpentane			1.66	NS	
			1.74		
	SG-4	3/26/2021 3/26/2021	1.76		

¹Screening levels displayed for non-carcinogens are for a hazard quotient equal to 0.2. Screening levels displayed for carcinogens are for a 1.0E-6 lifetime incremental cancer risk.

NS - No screening level established

Agenda Date: August 9, 2021



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council

From: Jonathan Russell, City Manager

Date: August 4, 2021

Subject: Minority and Women Business Enterprises (M/WBE) Policy

RECOMMENDATION:

I move that City Council evaluate changes made to the Purchasing Policy and Procedures to provide further edits for the final policy draft.

BACKGROUND AND FINDINGS:

The current Purchasing policy and Procedures document has been edited to incorporate some language about the City's engagement in good faith efforts for Minority and Women Business Enterprises (M/WBE) and Historically Underutilized Businesses (HUB). Such language and participation goals will provide equal opportunity to compete for contracts to M/WBEs and will highlight the City's compliance with the State's HUB requirements.

PREVIOUS LEGISLATIVE ACTION

Edited Purchasing Policy and Procedures

FISCAL IMPACT	
Currently Budgeted (Account) X_No Fiscal Impact	Requires additional appropriation
SUPPORTING DOCUMENTS	
Washington's approved Purchasing Policy and Procedures	

PURCHASING POLICY AND PROCEDURES

I. Introduction

A considerable portion of the expenditures of every government is for purchases of goods and services. A local government's power to make purchases and contracts, like other powers, is derived from the Legislature and is subject to such limitations and restrictions as it may impose. While this policy makes reference to certain statutory provisions relating to purchasing, its primary purpose is not to summarize but to supplement those provisions. It is intended that The City of Washington purchasing and contracting procedures will be consistent with State law and this policy.

Purchasing statutes and rules may change from time to time and this policy shall be updated periodically to reflect these changes.

II. Authorization for Expenditures

Funds must be properly appropriated or budgeted to meet contractual obligations. The Finance Director must determine whether a sufficient balance remains in the budget to pay the sums obligated by the transaction. General Statutes Section 159-28(a) requires that a pre-audit certificate signed by the Finance Officer to appear on the contract, agreement or purchase order before it becomes an obligation of the City.

According to G.S. 159-28(e), "if an officer or employee of a local government or public authority incurs an obligation or pays out or causes to be paid out any funds in violation of this section (funds which have not been appropriated), he and the sureties on his official bond are liable for any sums so committed or disbursed. If the finance officer or any properly designated deputy finance officer gives a false certificate to any contract, agreement, purchase order, check, draft, or other document, he and the sureties on his official bond are liable for any sums illegally committed or disbursed thereby."

Any purchase of supplies, materials, equipment or services without proper authorization is prohibited. Unauthorized purchases may not be honored by the City and the individual involved may be held personally liable for such purchases.

III. General Procedures

- 1. Requisitions for products or services shall be entered into the requisition form approved by the Finance Department, by a person designated by the department head. Sales tax should not be encumbered as an expense on the requisition.
- 2. All purchases which would result in line item budget overruns shall be approved by the Finance Officer prior to purchase.

- 3. The Purchasing Agent will review requisitions. A purchase order will then be generated and presented to the Finance Officer for final review. The purchase order is then forwarded to the department for placing the order.
- 4. Departments must allow ample time for processing for those purchases that require the competitive bidding process. The amount of time needed to complete the process is outlined in the section "Purchasing Procedures."
- 5. All purchase orders issued which involve multiple departments should have the approval of all participating department heads or appointed employees prior to issuance.
- 6. All purchases, except those made from special or recurring bills (e.g. annual dues, subscription renewals, contract billing, utility bills, insurance premiums, postage permits and expenses, medical examinations, professional services for accounting or legal, inter-local fees, appropriations and assessments, etc.), shall be made with a purchase order.
- 7. It is the desire of the City to purchase from vendors located within Beaufort County whenever possible. This can be accomplished by ensuring that local vendors who have goods or services available, which are needed by the City, are included in the competitive purchasing process. The City has a responsibility to its residents to ensure the maximum value for each dollar spent. The City cannot and will not make purchasing decisions solely based on vendor residence. Rather, the City will endeavor to encourage local vendors and suppliers to compete for all City business.

IV. Purchasing Procedures

This section outlines the City's purchasing procedure. The purchasing process is designed to provide a proper system of internal control over purchasing, to ensure that the proper authorizations are obtained before items are purchased, and to ensure that statutory requirements for purchasing are followed. All purchase contracts must be compliant with North Carolina's E-Verify law (G.S. 143-133.3). The City is prohibited from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64. All vendors must submit an affidavit to ensure compliance prior to the City enacting business with the vendor.

1. Cash Purchases under \$50

Cash purchases should be avoided, but in the event that it is not feasible to be billed for very small purchases, the employee may, with department head approval, buy the item and be reimbursed out of petty cash. The employee **must** submit an invoice or receipt for reimbursement. If petty cash is not available, an invoice or receipt must accompany a completed Check Request Form and must be sent to the Finance Department with an explanation or purpose for the expenditure for reimbursement. Reimbursement will be made in the next regularly scheduled check run.

2. Purchases less than \$500

Purchases may be made with the approval of the department head without a purchase order. Employees must obtain the original invoice or other type receipt, stamp the invoice with the approval stamp, get the department head's written approval and submit for payment to the Finance Department. These purchases should be made with reputable vendors who are

willing to bill the City. Dividing purchases in order to evade having to enter a requisition and obtain an assigned purchase order is prohibited.

3. Purchases \$500 - \$4,999

A requisition must be submitted and approved <u>prior</u> to the purchase of any item or group of items exceeding \$500. After the requisition has been checked for accuracy and reviewed by the Finance Department, the requisition will be converted to a purchase order. For items in this price range, the responsibility lies with the department head to establish need for goods or services and determine best quality at lowest cost. Notify the Purchasing Agent of items and quantities that are common to other departments to allow for group purchasing whenever possible.

4. Purchases \$5,000 - \$29,999

Three (3) quotations must be received by either email, fax, hand delivered or by mail and sent to the Finance Department once the requisition is submitted. The requisition will not be approved until the quotes are received. Quotations should be for like items, equal quantities, and at a delivered price. Assistance from the Finance Department in securing these quotes will be available upon request. If three quotations are not available, or if the low quotation is not desirable, a written explanation in the "Note" field will avoid delays in processing the requisition. In cases where the item or service is available from a single source, you must indicate in the note section that it is "sole source". If you need to re-order an item within 12 months of receiving the verbal quote, you do not have to get new quotes as long as the supplier will honor the earlier prices. This information, showing date of last verbal quote and purchase order number, must accompany the requisition. After the requisition has been checked for accuracy and verified by the Finance Department, the requisition will be converted to a purchase order.

5. Purchases \$30,000 - \$89,999 (Informal Bid)

- a. Informal bid procedures must be followed on contracts for the following:
 - i. Purchases or lease-purchases of apparatus, supplies, materials, or equipment expected to require expenditure equal to or greater than \$30,000, but less than \$90,000;
 - ii. Construction or repair work when expenditures of \$30,000 to \$500,000 are involved (G.S. 143-131).
- b. Detailed specifications including description, brand/model number, quantity, unit, delivery date required, and any known vendors should be forwarded to the Finance Department. The Finance Department will obtain quotes from at least three vendors, if possible. However, contracts in the informal range may be awarded even if only one bid is received. Departments should allow ample time (seven to ten working days) for quotes to be obtained. Since informal bids do not have to be publicly opened, fax or email quotes are acceptable. The Finance Department shall keep a record of all bids submitted, which record shall not be subject to public inspection until the contract has been awarded. The Contractor shall submit the E-Verify Affidavit with their bid. Bids that do not include this Affidavit will be considered nonresponsive. After quotes have been reviewed by the Finance Department, a

recommendation based on determination of the lowest responsive responsible bidder, will be made to the department head or designated employee. If the low bid is not desirable, the department head and/or Finance Department shall provide a written explanation. A requisition will be entered into the financial system by the department head or designated employee which after approval, will be converted to a purchase order.

- 6. Purchases \$90,000 and above (Formal Bid)
 - a. With respect to the purchase or lease-purchase of apparatus, supplies, material, or equipment expected to require expenditure equal to or greater than \$90,000 and construction or repair work requiring the estimated expenditure of \$500,000 or more, the City shall comply with the provisions of G.S. 143-129 and other applicable statutes, as well as the following procedures:
 - Detailed specifications including description, brand/model, quantity, unit, delivery date required, and any known vendors should be forwarded to the Finance Department before the bid package is prepared.
 - ii. As provided in G.S. 143-129(b), the City shall notify prospective vendors of the opportunity to submit bids by advertising in a newspaper having general circulation in the City area, or by electronic means, or both (except that a decision to advertise by electronic means only must be approved by the Council, either for particular contracts or all contracts). The advertisement shall contain the information required in G.S. 143-129(b). In addition, the Finance Department shall mail to prospective vendors the Invitation to Bid along with the Instructions to Bidders that has been prepared by the Finance Department with the assistance of the department head or designated employee. The published notice must appear, and the electronic or mailed notice must be sent, at least fourteen (14) days prior to the bid opening.
 - iii. An opening date and time shall be set in the bid conditions and all bids shall remain in the Finance Department office sealed until that time. All bids received will be stamped or marked by the Finance Department as to the date and time of receipt. After the bids have been opened, they will be examined and compared by the Finance Department and department head, with respect to compliance with the specifications, quality and suitability of the products, time of delivery and other specific conditions that were included in the bid. The Contractor shall submit the E-Verify Affidavit with their bid. Bids that do not include this Affidavit will be considered nonresponsive. A recommendation for the bid award based on determination of the lowest responsive responsible bidder will be made to the City Manager. If the low bid is not desirable, the department head and/or Finance Department shall provide a written explanation.
 - iv. After bids have been opened, they will become a matter of public record and maintained in purchasing. After approval of the award by the City Council a requisition will be submitted to the Finance Department by a designated employee and a purchase order will be issued.

- b. Exceptions to the formal bid process are set forth in G.S. 143-129(e) and other provisions of the law. Special procurement procedures applicable to some of these exceptions are set forth in Section V of this policy.
- c. Although the waiver of competitive bidding is permitted, the use of competitive bidding is required whenever practical. All reasons for a waiver of the competitive bidding process <u>must</u> be documented.

7. Special Requirements of City Council

a. In addition to the specific requirements of the General Statutes, the City Council requires that all purchase orders for \$20,000 or more, be approved by the Council prior to the order being submitted to the vendor.

V. <u>Special Procurement Procedures</u>

Blanket Purchase Orders

The Purchasing Agent will issue blanket purchase orders to selected vendors for the procurement of certain items when the amount of paperwork involved makes it impractical to use the regular purchase order procedure. A blanket purchase made using a blanket purchase order number should not exceed \$500 at any time, with the exception of chemicals used at the City's treatment plant or fuel for the City's fuel farms.

Each department head is to provide a list of authorized personnel who are permitted to execute a purchase order under a Blanket Purchase Order. The authorized City employee must sign the vendor's delivery ticket or receipt and the purchase order number must be indicated. The account number to be charged for the expenditure must be indicated. Department heads must approve the ticket or receipt and forward it to the Purchasing Department for payment. The issued purchase order will instruct the vendor that unauthorized purchases will not be allowed. It is the responsibility of the individual authorized to purchase under a Blanket Purchase Order to ensure that adequate funds are available for purchases. Any purchase exceeding the funds available under a Blanket Purchase Order will be classified as an unauthorized purchase unless a written purchase order increase request has been submitted in writing.

Blanket Purchase Orders should never be used for equipment purchases such as mowers, weed trimmers, blowers, appliances, etc. These items need more specific documentation than a blanket purchase order allow, including serial number, model number and date of purchase.

Blanket Purchase Orders are only valid for the current fiscal year for which they are entered.

2. Emergency Purchases

Supplies or services which qualify for emergency purchase are those for which immediate procurement is essential to prevent delays in work that may affect the life, health or safety of the City employees or citizens. In cases of emergencies, the City Manager or his/her designee may purchase directly from any vendor.

The City shall exercise good judgment and use established vendors when making emergency purchases. The best possible price should be obtained and only essential, emergency-related items purchased. A failure to anticipate needs does not constitute an emergency. Needs should be anticipated in advance and emergency purchases avoided whenever possible. Emergency orders may be costs as vendor supplies and/or resources may not be adequate on short notice, often necessitating higher prices for services or goods rendered. The use of emergency purchase procedures should be carefully considered and limited whenever possible.

During working hours, contact the Purchasing Agent and give all pertinent information to obtain a purchase order. The information needed will include vendor name, items(s) to be purchased with quantities, expenditure account to which the item(s) will be charged and the reason for the emergency purchase. After verifying available funds, a purchase order will be issued for the expenditure.

After working hours, the spirit and intent of all purchasing procedures should be followed until such time as normal processing and administration can occur. The invoice received should be coded with the account(s) to be charged and signed. A brief explanation of the nature of the emergency should be attached. The Purchasing Agent must be notified of the purchase and the circumstances the morning of the next business day.

3. State of North Carolina Purchase Contract

The Finance Department may use the State of North Carolina Department of Administration Purchase and Contract Division and/or established Cooperative Purchasing Agreements whenever possible for procurement of capital and non-capital items. These systems expedite the purchase of goods, offers pricing compatible with quotes received from formal and informal bids and satisfies North Carolina General Statutes. Examples of goods on State Contract are law enforcement vehicles, office furniture, copiers, janitorial supplies, copier paper, light bulbs, etc. Contact the Finance Department with questions regarding goods on State Contract or cooperative purchasing agreements. The State of North Carolina Interactive Purchasing System can be found on the web at www.ips.state.nc.us/ips/Default.aspx.

4. Credit Cards

The City maintains a credit card for such instances as online purchasing, hotel reservations, or other similar purchases. The Finance Department manages the card which shall be provided on an as-needed basis to those authorized to use it by their department head. Department Heads are issued individual cards for similar usage. It is the card user's responsibility to provide an original detailed receipt for each transaction on the bank

statement. Telephone orders that do not generate receipts shall be evidenced by a catalog page and supplemented by any documentation that becomes available once the transaction is complete. Internet purchases should be evidenced by a printout of the order confirmation page. Authorized employees must give all debit card documentation to the department head for their approval. The approval must include the purchase order number when applicable, the general ledger account number and be signed and forwarded to the Finance Department. Authorization to complete a purchase transaction of \$500 or more using the debit card shall not absolve the user of the obligation to obtain a purchase order before completing the purchase.

Undocumented transactions (transactions turned in to be paid without a receipt) are not allowed and will be considered personal transactions if the employee does not have an explanation that includes a description of the items(s) purchased, date of purchase, vendor's name and reason for the lack of documentation. The Finance Department may request additional information or may disallow the transaction and the employee will be personally responsible for the transaction amount.

5. Service Contracts

- a. Need for and Type of Service Contracts
 - i. It is the purpose of this policy to create and maintain an efficient and uniform process in the administration of service contracts. A department shall select service providers according to the procedures set out in this policy. The need for such contracts is based upon the requirement of the department and as approved by the department head.
 - ii. Service contracts are contracts that call for a contractor's time and effort rather than for a concrete end product. There are two types of service contracts:
 - a. Professional those which involve professional, technical and skilled services such as architectural, engineering, legal, design, financial, audit, consultant training, appraisal, survey, planning, environmental and other services of a similar skilled or professional nature.
 - b. All other those which consist of leases for rental equipment, maintenance agreements, janitorial, demolition, towing, and similar activities.
- b. Procedure for Negotiating, Awarding, and Executing Service Contracts
 - i. Service contracts will be issued after proposals are solicited from two (2) or more service providers. A request for proposal (RFP) is a competitive procurement process that allows the City to consider factors other than price such as qualification, experience, innovation, creativity, value-added service and project approach. In procuring architectural, engineering, or surveying services, the City shall comply with Article 3D of Chapter 143 (G.S. 143-64.31 et seq.).

- ii. In evaluating proposals, the criteria for selecting a qualified firm should be clearly defined in the proposal. The proposal must state the factors relevant to the selection of a company and then weigh those factors according to their importance.
- iii. After evaluation, the department head shall prepare a recommendation to the City Manager indicating the reason(s) for selecting the successful provider, and a list of all the firms to which the request for proposals was mailed and those submitting proposals.
- 6. City-wide contracts have been issued for the following and departments are required to use these vendors unless prior approval from the Finance Department has been given. Designated vendors were determined through competitive bidding by the Finance Department.
 - a. <u>Information Technology</u> The City contracts with vendors for Information Technology maintenance service. All major maintenance issues will be reviewed by the City IT staff who will communicate with the IT service company.
 - b. <u>Telecommunication</u> All land-line and cellular telephones, changes, repairs, voice mail, etc. are acquired through the Finance Department with no exceptions.

VI. Construction and Repair Work

- 1. Informal Construction Contracts (less than \$500,000 G.S. 143-129)
 Construction contracts within this range will be the responsibility of the department head, contracted engineer (if applicable) and other City officials as deemed necessary. These officials are responsible for specification development. The Purchasing Department will work with the specific department head to compile the necessary bid documents for release to potential bidders. All North Carolina General Statutes bidding requirements will be followed. After the bid process has been completed, the requesting department head will recommend to the City Council the lowest responsible bidder deemed in the best interest of the City. Upon approval by the City Council, the department head will initiate a requisition and forward all signed contract information to purchasing so that a purchase order can be generated to encumber the expenditure account. When an award is not given to the lowest bidder, a full and complete statement of the reasons shall be filed along with the other papers relating to the transaction.
 - a. Bids may be written, faxed or emailed.
 - b. Public bid opening is not required.
 - c. Bid bonds are not required.
 - d. Payment and performance bonds are not required.
- 2. Formal Construction Contracts (\$500,000 and above G.S. Ch. 143 Article 8)

 Construction contracts within this range will be the responsibility of the department head, contracted engineer (if applicable) and other City Officials as deemed necessary. These officials

are responsible for specification development. The Purchasing Department will work with the specific department head to compile the necessary bid documents for release to potential bidders. All North Carolina General Statutes bidding requirements will be followed. After the bid process has been completed, the requesting department head will recommend to the City Council the lowest responsible bidder deemed in the best interest of the City. Upon approval by the City Council, the department head will initiate a requisition and forward all signed contract information to purchasing so that a purchase order can be generated to encumber the expenditure account. When an award is not given to the lowest bidder, a full and complete statement of the reasons shall be filed along with the other papers relating to the transaction.

- a. Must advertise at least fourteen (14) days before bid opening.
- b. At least three competitive bids.
- c. Bids must be sealed.
- d. Public bid opening is required.
- e. Bid bonds are required by North Carolina General Statutes.
- f. Payment and performance bonds are required by Statutes.

3. Contract Change Orders

A change order is an amendment to the original contract and is handled through the same process as contracts. Any change that alters the original contract requires either a change order or an addendum to the contract.

4. Force Account Work (G.S. 143-135)

The State Statutes authorize the City to waive the competitive bidding requirements for construction or repair work that is undertaken by the City's workforce when either (i) the cost of the project including all direct and indirect costs of labor, services, materials, supplies and equipment, does not exceed \$500,000, or (ii) the total cost of labor on the project does not exceed \$200,000.

VII. Payments

Most vendors offer a discount if their invoices are paid promptly. To take advantage of this discount and to maintain good vendor relations, it is important that all invoices, packing slips, and receiving reports be forwarded to the Finance Department without delay. These documents should reach the Finance Department within 1 to 3 business days after their receipt.

Some purchase orders may list several items. It is possible the vendor may complete timely delivery on some items, which are referred to as "partial deliveries". Upon receipt of a partial delivery, photocopy the purchase order; attach the original signed delivery receipt and forward to the Purchasing Agent indicating which lines of the purchase order are to be paid.

VIII. After the Order

The procurement function is not accomplished by simply placing an order with a supplier. Satisfactory delivery must also be made. To insure delivery will be made when required, follow-up is necessary. Follow-up or expediting delivery of an order is part of the purchasing process and can be more efficiently handled by the purchasing party.

The Purchasing Agent will, on a regular basis, review outstanding purchase orders to determine if vendors are delinquent in shipping the items requested. The Purchasing Agent will first check with the department initiating the purchase order and then contact these vendors concerning the delinquent delivery. The Purchasing Agent will contact vendors concerning invoice discrepancies and will get approval from the Finance Director and affected department head to correct any invoice amounts.

IX. Surplus Property

- 1. Departments should dispose of surplus property through the Finance Department, as described in N.C.G.S. 160A Article 12. A surplus property declaration request should accompany the surplus property to the Finance Department.
- 2. Surplus property will be offered to City departments before being sold by auction, electronic auction, or delivery to the State surplus facility.
- 3. Property, either individually or a similar group of items, with an estimated current value greater than \$30,000 must only be declared surplus by the City Council and disposed of in accordance with the provisions of Article 12 of G.S. Chapter 160A.
- 4. The City Council has authorized the City Manager to declare property as surplus if such property has an estimated current value less than \$30,000. The City Manager may dispose of surplus personal property by any means which is judged to be reasonably calculated to yield the highest attainable sales price.
- 5. The City Manager shall maintain records of all property sold or exchanged, which shall include a general description of the property sold, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

X. Minority/Women Owned Business Enterprise (M/WBE) Participation

Minority Business and Women Business Enterprises (M/WBE) are businesses owned by women and/or underrepresented members of minority groups as defined by the federal grantor, grantor agency, and State law. The City has established these guidelines to engage in good faith efforts, pursuant to N.C.G.S. 143-128.2, to provide Minority and Women Business Enterprises an equal opportunity to participate and compete in contract procurement procedures. These guidelines apply to all contracts, regardless of type, above micro-purchase threshold (\$10,000).

The City shall incorporate and update M/WBEs on bidders list and include these enterprises in bid solicitations. Where economically feasible, the City shall divide projects into smaller contracts to encourage M/WBE participation. The City shall also establish delivery schedules to accommodate M/WBE where feasible. To engage in outreach efforts, the City may use services of public agency

registries, including but not limited to the Small Business Administration (SBA), United States Department of Commerce Minority Development Agency, and other similar agencies such as the North Carolina Historically Underutilized Businesses Office.

The City must comply and document compliance with all M/WBE solicitation requirements along with all other procurement requirements mandated by state law and/or federal programs. HUB certification of M/WBE is not required for compliance, however HUB certification is required for credit toward the City's HUB participation goals. The City must report compliance to HUB and M/WBE participation to NC HUB office and the appropriate grantor agency. The City shall submit bidder's good faith efforts affidavits for all Formal HUB contracts.

XI. Contract Authority of Manager

- The Manager shall execute all contracts on behalf of the City, except that (i) the Council may by
 resolution authorize other officials to execute specific documents and (ii) the Manager may, in
 writing, delegate to other employees the authority to execute specific documents or classes of
 documents.
- 2. The Manager may enter into contracts that commit the City to purchase goods and services (i) when the City Council has previously authorized the acquisition of such goods and services, or (ii) If the City Council has not previously authorized the acquisition of such goods or services, when the amount is less than \$5,000.
- 3. In emergencies, the Manager may enter into contractual agreements for any amount. Contractual agreements entered into during an emergency must be brought before the Council during a public meeting for review and approval at the earliest possible date. For the purposes of this subsection, an "emergency" is defined as "a sudden or unexpected occurrence or occurrences, which jeopardize the safety of the City's citizens, such as but not limited to a fire or an electrical outage."

XII. Contracts

- 1. Except as otherwise provided in Section II of this policy, all contracts need to contain the pre-audit certificate signed by the Finance Director and must include the account number to which the payment will be charged.
- 2. Contracts requiring approval of the Council should be forwarded to the City Manager at least ten days before the meeting to be included on the agenda.
- 3. Contracts need to be encumbered by a purchase order when signed. After the contract has been pre- audited, a copy will be forwarded to the Finance Department to enter a requisition in the system and a pre-numbered purchase order will be generated.

XIII. Procurement Procedures with Federal Funds

1. Purpose

The purpose of this Policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract.

2. **Policy**

- a. Application of Policy. This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any sub recipient of the funds. All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.
- b. <u>Compliance with Federal Law.</u> All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The City of Washington will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the City of Washington have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.
- c. <u>Contract Award.</u> All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.
- d. <u>No Evasion.</u> No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.
- e. <u>Contract Requirements.</u> All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.
- f. <u>Contractors' Conflict of Interest.</u> Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.
- g. <u>Approval and Modification</u>. The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

3. General Procurement Standards and Procedures

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

- a. <u>Necessity.</u> Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies that have similar needs to consolidate procurements and services to obtain better pricing.
- b. <u>Clear Specifications.</u> All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.
- c. <u>Notice of Federal Funding</u>. All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offers must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.
- d. <u>Compliance by Contractors</u>. All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.
- e. <u>Fixed Price</u>. Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts is prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.
- f. <u>Use of Brand Names.</u> When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how the reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.
- g. <u>Lease versus Purchase.</u> Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.
- h. <u>Dividing Contract for M/WBE Participation</u>. If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

- i. **Documentation.** Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offers, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.
- j. <u>Cost Estimate.</u> For all procurements costing \$250,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.
- k. <u>Contract Requirements.</u> The Requesting Department must prepare a written contract incorporating the provisions referenced in Section XIII 2. C. "Contract Award" of this Policy.
- l. <u>Debarment.</u> No contract shall be awarded to a contractor included on the federally debarred bidder's list.
- m. <u>Contractor Oversight.</u> The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.
- n. <u>Open Competition</u>. Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.
- o. Geographic Preference. No contract shall be awarded on the basis of a geographic preference.

4. Specific Procurement Procedures

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

- a. <u>Service Contracts</u> (except for A/E professional services) and <u>Purchase Contracts costing less</u> than \$10,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
 - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
 - 2. To the extent practicable, purchases must be distributed among qualified suppliers.

- b. <u>Service Contracts</u> (except for A/E professional services) and <u>Purchase Contracts costing</u> \$10,000 up to \$90,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
 - 1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 and section X of this policy.
 - 3. Cost or price analysis is not required prior to soliciting bids.
 - 4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
 - 5. Award the contract to the lowest responsive, responsible bidder.
- c. <u>Service Contracts</u> (except for A/E professional services) and <u>Purchase Contracts costing</u> \$90,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
 - 1. Cost or price analysis is required prior to soliciting bids.
 - 2. Complete specifications or purchase description must be made available to all bidders.
 - 3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
 - 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 and section X of this policy.
 - 5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
 - 6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."

- d. <u>Service Contracts</u> (except for A/E professional services) costing \$250,000 and above may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:
 - 1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321 and section X of this policy.
 - 3. Identify evaluation criteria and relative importance of each criterion (criteria weight) in the RFP.
 - 4. Consider all responses to the publicized RFP to the maximum extent practical.
 - 5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
 - 6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
 - 7. Award the contract on a fixed-price or cost-reimbursement basis.
- e. Construction and repair contracts costing less than \$10,000 shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)) as follows:
 - 1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
 - 2. To the extent practicable, contracts must be distributed among qualified suppliers.
- f. Construction and repair contracts costing \$10,000 up to \$250,000 shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(b)) as follows:
 - 1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321 and section X of this policy.
 - Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.

- 4. Award the contract on a fixed-price or not-to-exceed basis.
- 5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.
- g. Construction and repair contracts costing \$250,000 up to \$500,000 shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) as follows:
 - 1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
 - 2. Complete specifications must be made available to all bidders.
 - 3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
 - 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321 and section X of this policy.
 - 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
 - 6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price are required of the winning bidder.
 - 7. Award the contract on a firm fixed-price basis.
 - 8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for "sound documented reasons."
- h. Construction and repair contracts costing \$500,000 and above shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(c)) and state formal bidding procedures (G.S. 143-129) as follows:
 - 1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
 - 2. Complete specifications must be made available to all bidders.

- 3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
- 4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321 and section X of this policy.
- 5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
- 6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
- 7. Award the contract on a firm fixed-price basis.
- 8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for "sound documented reasons."
- i. Construction or repair contracts involving a building costing \$300,000 and above must comply with the following additional requirements under state law:
 - 1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
 - 2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
 - 3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-129(a1).
- j. Contracts for Architectural and Engineering Services costing under \$250,000 shall be procured using the state "Mini-Brooks Act" requirements (G.S. 143-64.31) as follows:
 - 1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321 and section X of this policy.

- 3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
- 4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
- 5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
- Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
- k. Contracts for Architectural and Engineering Services costing \$250,000 or more shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(d)(5)) as follows:
 - 1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
 - 2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321 and section X of this policy.
 - 3. Identify the evaluation criteria and relative importance of each criterion (the criteria weight) in the RFQ.
 - 4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
 - 5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
 - 6. Consider all responses to the publicized RFQ to the maximum extent practical.
 - 7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
 - 8. Price cannot be a factor in the initial selection of the most qualified firm.
 - 9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.

- Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.
- Exceptions Non-competitive contracts are allowed only under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:
 - Sole Source. A contract may be awarded without competitive bidding when the
 item is available from only one source. The Purchasing Department and/or
 Requesting Department shall document the justification for and lack of available
 competition for the item. A sole source contract must be approved by the governing
 board.
 - 2. Public Exigency. A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.
 - Inadequate Competition. A contract may be awarded without competitive bidding
 when competition is determined to be inadequate after attempts to solicit bids from
 a number of sources as required under this Policy does not result in a qualified
 winning bidder.
 - 4. Federal Contract. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.
 - 5. Awarding Agency Approval. A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

XIV. Conflict of Interest: Use of Federal Funds

1. Purpose

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1).

2. Policy

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any sub recipient of the funds.

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including sub recipients, of the requirements of this policy and any additional prohibitions or requirements.

- a. <u>Conflicts of Interest.</u> In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the City of Washington may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:
 - 1. The employee, officer, or agent involved in the selection, award, or administration of a contract;
 - 2. Any member of his or her immediate family;
 - 3. His or her partner; or
 - 4. An organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

b. <u>Gifts.</u> In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of the City of Washington are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

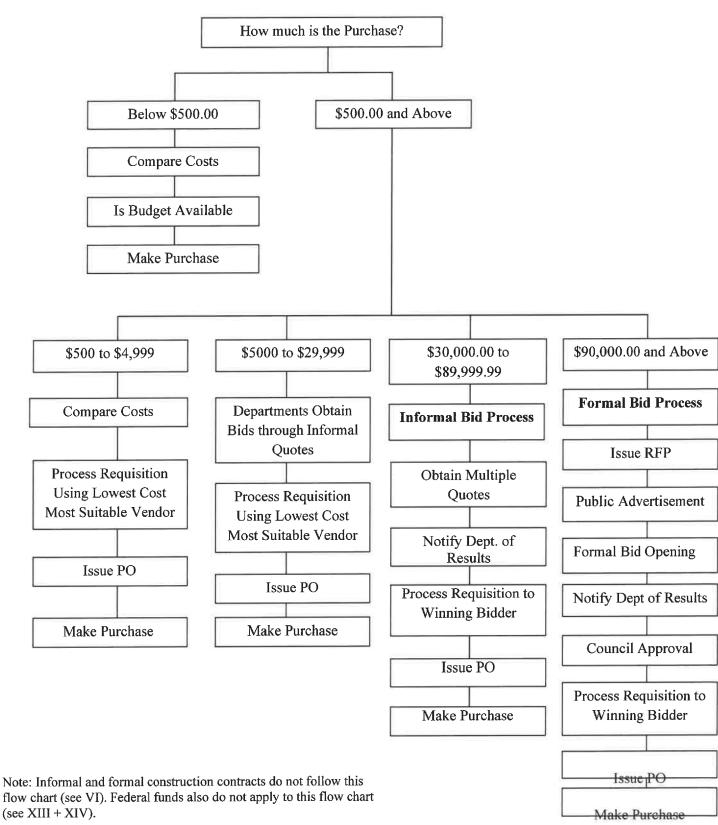
3. Violation

Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

THIS POLICY SPECIFICALLY REPEALS AND REPLACES PRIOR CITY POLICIES AND

ADMINISTRATIVE MEMORANDA RELATIVE TO FORCHASING.
Approved:
Donald R. Sadler, Mayor
Date

PURCHASING FLOW CHART



Agenda Date: August 9, 2021



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Cou
--

From: Jonathan Russell, City Manager

Date: August 4, 2021

Subject: Washington Initiative to Support Home Ownership

RECOMMENDATION:

I move that City Council approve the Washington Initiative to Support Home Ownership partnership with the Washington Housing Authority.

BACKGROUND AND FINDINGS:

This concept was presented by Vanessa Dunn, Executive Director of WHA, at the May 10, 2021 council meeting. The purpose of this partnership is to provide assistance for affordable housing and home ownership to an underserved population. It will alleviate some existing housing issues within the community. This can be achieved through an established economic development fund with the primary funding source being the electric fund

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT			
Currently Budgeted (Account)No Fiscal Impact)	<u>X</u>	Requires additional appropriation
SUPPORTING DOCUMENTS			

Agenda Date: August 9, 2021



REQUEST FOR CITY COUNCIL ACTION

To: From: Date: Subject:	Mayor Sadler & Members of City Council Jonathan Russell, City Manager August 4, 2021 Clear Cut Timber Sale Agreement
RECOMMENDATIO	<u>N:</u>
	Council approve the Clear Cut Timber Sale Agreement between the City of outhern Pines Timber, LLC.
BACKGROUND AND) FINDINGS:
the cruise report of	ington agrees to cut all trees on approximately 75 acres of all stands listed in f the Washington-Warren Airport Tract located off Airport Road and sell all Pines Timber, LLC for a sum of \$91,700.
PREVIOUS LEGISL	ATIVE ACTION
FISCAL IMPACT	
Currently Bud X No Fiscal Impa	geted (Account) Requires additional appropriation
SUPPORTING DOC	<u>JMENTS</u>
Aerial Imagery of Clear Cut Timber S	Washington-Warren Airport and Harvest Area sale Agreement

CLEAR CUT TIMBER SALE AGREEMENT PAGE 1

SELLER:	City of Washington, NC	
BUYER:	Southern Pines Timber, LLC	
DATE:	August 2, 2021	

- In consideration of the sum of \$91,700 (**COST FOR MULCHING, FENCE REMOVAL AND REPLACEMENT, AND COMMISSION FOR TIMBER SALE WILL BE DEDUCTED FROM THIS AMOUNT**) paid to Michael D. Neal & Associates, Timber Trust Account, City of Washington, NC, Seller, hereby conveys all timber situated on approximately 75 acres of all stands listed in the cruise report of the Washington-Warren Airport Tract located off Airport Road in Beaufort County, N. C. to Southern Pines Timber, LLC, Buyer.
- 2. All trees and timber shall be cut and removed within (6) months from the date of the last signature hereon, and all timber not so removed by that date shall be the property of the Seller.
- 3. Buyer shall have the right to remove all laps, tops and slabs of timber cut by it within the cutting period of this agreement; and all tops, laps or slabs remaining on said land at the expiration of that period shall be the property of the Seller.
- 4. Access to the timber sale area is from Airport Road and Springs Road as shown on the attached photograph. All access roads are to be kept passable for general traffic during logging operations and returned to as good or better condition than they were found upon the completion of harvest.
- 5. Seller hereby grants to Buyer, its successors, assigns, servants, employees, agents or contractors, the right to operate skidders, tractors, trucks, and/or other equipment necessary for cutting and removing the trees conveyed herein, and the right to construct loading ramps and roads necessary for the removal of the trees conveyed herein.
- 6. Buyer shall hold the Seller harmless against the public liability which may be incurred or caused by the negligence of Buyer, its servants, agents, employees or contractors, in any operation connected with cutting and removing of the trees conveyed herein. Buyer shall have effective public liability insurance before beginning any logging or other activity on Seller's property, and shall maintain same through the effective life of this Agreement. Such insurance shall be in the amount of \$300,000 property damage and \$100,000 bodily injury. Buyer will provide evidence of the said insurance upon Seller's request. Buyer agrees to maintain all applicable Worker's Compensation Insurance, or self-insurance, on all of its employees operating on the aforesaid property.
- 7. Buyer covenants and agrees to remove as soon as reasonably possible any tree tops, limbs or other debris, which may fall upon, open fields, streams or other waterways, and agrees not to conduct any logging operations in open fields.
- 8. Buyer agrees that it and its agents and employees shall at all times use reasonable care to reduce the hazard of fire.

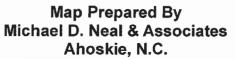
CLEAR CUT TIMBER SALE AGREEMENT PAGE 2

9.	Buyer's harvest activities shall	l comply with state regul	lations and Best Managemer	nt Practices.

- 10. The tract is to be cut as clean as possible for reforestation purposes.
- 11. Seller warrants the title to said trees to the Buyer, its successors and assigns; and Seller agrees to defend said title and the rights herein granted against any and all claims, taxes, mortgages, or other legitimate encumbrances and from any hostile claimant at Seller's expense. Seller agrees to indemnify and hold harmless the Buyer against any and all lawful claims against the trees conveyed herein.

SELLER:	City of Washington, NC	DATE
BY:	555 51	DATE
BUYER:	Southern Pines Timber, LLC	DATE
BY:		DATE

Aerial Imagery Showing Washington Warren Airport +/- 76 Acres in Timberland Beaufort County, N.C.





Date: 8/3/2021

