



City of  
**Washington**  
NORTH CAROLINA  
Council Agenda  
March 13, 2023 ~ 5:30pm

Opening of Meeting  
Pledge of Allegiance  
Invocation  
Roll Call

Approval of minutes from January 24, February 13 & 16, 2023 **(page 3)**

Approval/Amendments to Agenda

I. Consent Agenda:

- A. Authorize – City Manager to sign grant pre-application for Public Access Grant to complete the Washington Wetlands Boardwalk Reconstruction Phase III **(page 50)**
- B. Ratify - Terminal Building Annex (Second Story) Lease and Fixed Base Operation – Drone Related Business Agreement with Xelevate, LLC **(page 51)**
- C. Adopt – Waterfront Docks Slip Rental License and Waterfront Docks Usage Rules and Regulations **(page 69)**
- D. Accept – Certificate of Sufficiency and Adopt the Resolution setting a public hearing date for a noncontiguous annexation petition from Poffenberger Vet Properties, LLC for parcel 5695-37-0964 containing .46 acres located at 3005 John Small Avenue **(page 74)**

II. Comments from the Public:

III. Public Hearing 6:00pm - Zoning:

- A. Adopt – Ordinance and Approve request from Metropolitan Community Health Services, Inc. to rezone 7.03 acres located on Highland Drive from RA20 to O&I **(page 81)**
- B. Adopt – Ordinance and Approve request from Milton Brooks, Jr. to rezone .88 acres located at E. 5<sup>th</sup> Street & Hudnell Street from I2 to R6S **(page 99)**

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

V. Scheduled Public Appearances:

- A. Presentation – Rev. Lynn Bolden (Housing)
- B. Presentation – Barbara Gaskins (Re-entry Program)

VI. Correspondence and Special Reports:

- A. Memo – Budget Transfers **(page 112)**
- B. Memo – PO's > \$50,000 **(page 117)**
- C. Memo – July 4, 2023 **(page 118)**

VII. Reports from Boards, Commissions and Committees:

- A. Report – Washington-Warren Airport Authority

  
**City of**  
**Washington**  
NORTH CAROLINA  
Council Agenda  
March 13, 2023 ~ 5:30pm

- B. Report – Human Relations Council
- C. Report – Washington Electric Advisory Board **(page 119)**

VIII. Appointment: Washington-Warren Airport Authority **(page 121)**

IX. Old Business:

- A. Adopt – Grant Project Ordinance Amendment and Budget Ordinance Amendment for ASADRA WTP Emergency Generator Project {WIF 2009} **(page 126)**
- B. Award – Construction bid of the ASADRA WTP Emergency Generator Project (WIF 2009) to M-W Electric, Inc. **(page 129)**
- C. Approve – Grant Project Ordinance Amendment for DEQ Wetlands Boardwalk Reconstruction Phase II Grant **(page 145)**

X. New Business:

- A. Approve – Proposal from RK&K for the Jack’s Creek Floodplain and greenway improvements project and Authorize Mayor to sign contract **(page 147)**
- B. Authorize – City Manager to execute First Amendment to Water Tower Option and Lease Agreement with T-Mobile South, LLC for the 3<sup>rd</sup> Street Elevated water tank **(page 157)**
- C. Adopt – Ordinance to repeal Chapter 30 – Stormwater Management in its entirety and replace with the new Chapter 30 and Approve the revised Local Program to implement the Tar-Pamlico Stormwater Rules **(page 161)**
- D. Authorize – Mayor to execute two one-year agreements with Rivers & Associates and WithersRavenel for on-call engineering services **(page 218)**
- E. Approve – Sixty unit residential apartment site plan on parcels 5676-05-6130, 5676-14-0608 and 5676-05-8078 located on Clarks Neck Road containing 7.42 acres **(page 219)**
- F. Discussion – Superfund Sites **(page 222)**

XI. Any other items from City Manager:

- A. April meeting date

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

XIII. Closed Session:

XIV. Adjourn: Until April \_\_\_\_\_, 2023 at 5:30pm in the City Council Chambers

The Washington City Council met in a work session on Tuesday, January 24, 2023 at 3:30pm at the Washington-Warren Airport Conference Room. Present: Donald Sadler, Mayor; Richard Brooks, Mayor Pro tem; Lou Hodges, Councilmember; William Pitt, Councilmember; Mike Renn, Councilmember and Bobby E. Roberson, Councilmember. Also present: Jonathan Russell, City Manager and Cynthia S. Bennett, City Clerk.

Mayor Sadler called the meeting to order and City Manager, Jonathan Russell provided an overview of the agenda and updates on several ongoing projects.

- 15th Street clarification/confirmation  
Jeff Cabaniss, NCDOT reviewed the project with Council and Jonathan Russell, City Manager provided a highlight of the letter of support City Council sent NCDOT late last year.

Council and Mr. Cabaniss discussed their support of the project and Council understood that a median would be necessary. Council asked about adding a sidewalk, multi-use path and other pedestrian accommodations and Mr. Cabaniss stated NCDOT will work with the City to preserve all pedestrian concerns. It was again noted that a median is non-negotiable per NCDOT, you can turn left and make U-turns at signals. NCDOT will install sidewalks covering the cost at 100%, a multi-use path on one side and sidewalk on the other could be a possibility with the city paying for the difference in the cost of concrete for the multi-use lane/bike lane. Council again expressed their support for the project. Right of way acquisition will begin in 2026, construction in 2028. Mr. Russell noted the complete streets concept is more applicable now. The City has a landscape architect on staff that could assist with developing a landscaping plan for the median. Mr. Cabaniss noted the cost (as of last summer's prices) would be \$22-\$23 million.

Brian Alligood (Beaufort County Manager) stated NCDOT is looking to the RPO to move forward. Mayor Sadler thanked NCDOT for coming and again by consensus, City Council agreed to continue moving forward with this project.

- Sidewalk projects and sidewalk edging are in progress
- Viper radio funding awarded in the amount of \$900,000
- Police Station open house  
Certificate of Occupancy possibly April 1<sup>st</sup>. April 14 - May 1 possible ribbon cutting and open house. We will come in under budget for this project.
- Select date for comp plan update workshop  
Feb. 14, 15, or 16 during the day (mid-morning)
- Priority/Goal setting meeting  
Possibly after meeting with comprehensive plan consultant

➤ Bug House Park Grand Opening

Installed playground equipment last week. Grand opening around 1<sup>st</sup> or 2<sup>nd</sup> week in March.

There being no other business, the meeting was adjourned until February 13, 2023 at 5:30pm in the City Council Chambers.

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC  
City Clerk

**CITY COUNCIL MINUTES  
WASHINGTON, NORTH CAROLINA**

**February 13, 2023**

The Washington City Council met in a regular session on Monday, February 13, 2023 at 5:30pm in the Council Chambers at the Municipal Building. Present: Donald Sadler, Mayor; Richard Brooks, Mayor Pro tem; Lou Hodges, Councilmember; Mike Renn, Councilmember and Bobby E. Roberson, Councilmember. Also present: Jonathan Russell, City Manager; Franz Holscher, City Attorney and Cynthia S. Bennett, City Clerk. Councilmember William Pitt was absent at the beginning of the meeting.

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

**APPROVAL OF MINUTES:**

By motion of Councilmember Roberson, seconded by Councilmember Renn, Council approved the minutes of January 9, 2023 as presented.

<b>VOTE: minutes</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Brooks</b>	<b>x</b>	
<b>Councilmember Hodges</b>	<b>x</b>	
<b>Councilmember Pitt</b>	<b>Absent</b>	<b>Absent</b>
<b>Councilmember Renn</b>	<b>x</b>	
<b>Councilmember Roberson</b>	<b>x</b>	

**APPROVAL/AMENDMENTS TO AGENDA:**

By motion of Councilmember Renn, seconded by Councilmember Roberson, Council approved the agenda as amended.

➤ Scheduled Public Appearances: Lynn Bolden moved to March

<b>VOTE: agenda</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Brooks</b>	<b>x</b>	
<b>Councilmember Hodges</b>	<b>x</b>	
<b>Councilmember Pitt</b>	<b>Absent</b>	<b>Absent</b>
<b>Councilmember Renn</b>	<b>x</b>	
<b>Councilmember Roberson</b>	<b>x</b>	

*\*Councilmember Pitt joined meeting at this time.*

**CONSENT AGENDA:**

By motion of Councilmember Roberson, seconded by Mayor Pro tem Brooks, Council approved the Consent Agenda as presented.

- A. Authorize – Police and Fire Services to apply for Wal-Mart grant
- B. Approve – Audit Contract for fiscal year 2023
- C. Authorize – Letter of Support for RAISE Grant (\*streetscape)

**COMMENTS FROM THE PUBLIC:** *(three minutes)* NONE

**PUBLIC HEARING 6:00PM - OTHER:** NONE

**SCHEDULED PUBLIC APPEARANCES:**  
**PRESENTATION – REV. LYNN BOLDEN – moved to March**

**CORRESPONDENCE AND SPECIAL REPORTS:**  
**MEMO – BUDGET TRANSFERS**

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

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

010-4400-5701	-\$10,000.00
010-4125-0300	\$8,500.00
010-4125-0500	\$1,300.00
010-4125-0700	\$200.00

010-4400-5701	-\$20,000.00
010-415-0400	\$20,000.00

010-4400-5701	-\$10,000.00
010-4150-0405	\$10,000.00

	Department	Account Number	Account Name	Amount
FROM:	Miscellaneous	010-4400-5701	Miscellaneous	<del>8,515.00</del> 10,000 <i>MM</i>
TO:	Human Resources	010-4125-0300 010-4125-0500 010-4125-0700	Part time salaries FICA Retirement	8,500.00 1,300.00 200.00

For the purpose of: Increased hours for part time position in HR with ARPA funds.

	Department	Account Number	Account Name	Amount
FROM:	010-4400	5701	Miscellaneous	20,000
TO:	010-4125	0400	Professional Services	20,000

For the purpose of: Market comparison update by Piedmont Triad Council.

	Department	Account Number	Account Name	Amount
FROM:	010-4400	5701	Miscellaneous	\$10,000
TO:	010-4150	0405	Other Attorney Fees	\$10,000

For the purpose of: Increase other attorney fees.

Councilmember Roberson asked for and received clarification on the budget transfers.

### **MEMO – PO'S > \$50,000**

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

<b><u>Amount</u></b>	<b><u>Vendor</u></b>	<b><u>Description</u></b>
\$88,649.73	Metcon, Inc.	App # 4 Medivac
\$268,267.45	Metcon, Inc.	App # 4 Corporate
\$271,629.17	Metcon, Inc.	Runway & Taxiway
\$349,174.55	Metcon, Inc.	Taxiway to Jet Park
\$169,782.35	Metcon, Inc.	Civil, Sewer & Water improvements
\$151,303.08	Metcon, Inc.	Annex Building

Councilmember Roberson asked for and received clarification on the PO's > \$50,000.

### **REPORTS FROM BOARDS, COMMISSIONS AND COMMITTEES:** **REPORT – WASHINGTON-WARREN AIRPORT AUTHORITY- NONE**

### **REPORT – HUMAN RELATIONS COUNCIL - NONE**

### **REPORT- ELECTRIC UTILITIES ADVISORY BOARD - NONE**

### **APPOINTMENTS: NONE**

### **OLD BUSINESS:**

### **APPROVE –PURCHASE ORDER TO MUSCO LIGHTING FOR LIGHTS ON ALL EIGHT SOCCER FIELDS AT THE SUSIEGRAY MCCONNELL SPORTS COMPLEX**

BACKGROUND AND FINDINGS: The Recreation Department has received a quote from Musco Lighting through the Sourcewell Contract Pricing Program. The McConnell Sports Complex opened in April of 2000. Soccer operates their main season in the fall and an abbreviated season in the spring. Due to the soccer fields not having lights, they are limited to only playing games on Saturday and Sundays. Once Day Light Savings time occurs in November, teams have little or no access to practice since it gets dark so soon. City staff has met

with the Optimist Club to discuss the possibility of lights for many years. Soccer Lights have been listed in our CIP for multiple years, but have not been funded for various reasons.

By motion of Councilmember Roberson, seconded by Mayor Pro tem Brooks, Council approved the purchase order to Musco Lighting for the purchase of lights on all eight soccer fields at the Susiegray McConnell Sports Complex for \$820,000.00

<b>VOTE: lights</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Brooks</b>	<b>X</b>	
<b>Councilmember Hodges</b>	<b>X</b>	
<b>Councilmember Pitt</b>	<b>X</b>	
<b>Councilmember Renn</b>	<b>X</b>	
<b>Councilmember Roberson</b>	<b>X</b>	

**APPROVE –STREETSCAPE PHASE II DESIGN DEVELOPMENT PROPOSAL - ALLISON PLATT (REGENERATION BY DESIGN, LLC)**

By motion of Councilmember Roberson, seconded by Councilmember Renn, Council approved the Washington Streetscape Phase II Design Development Agreement with Regeneration By Design/Allison Platt for \$37,440

<b>VOTE: phase 2 streetscape</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Brooks</b>	<b>X</b>	
<b>Councilmember Hodges</b>	<b>X</b>	
<b>Councilmember Pitt</b>	<b>X</b>	
<b>Councilmember Renn</b>	<b>X</b>	
<b>Councilmember Roberson</b>	<b>X</b>	

**1 WASHINGTON STREETSCAPE PHASE 2 DESIGN DEVELOPMENT LETTER-PROPOSAL**

**REGENERATION BY DESIGN**



Landscape Architecture & Urban Design

203 North Slough Street  
Goldboro, NC 27530  
Phone: 919-734-7542  
Mobile: 410-561-7761  
aplatt79@gmail.com

website:  
theregenerationbydesign.com  
HUB and DBE Certified

February 8, 2023

City of Washington  
Jonathan Russell, City Manager  
City of Washington  
PO Box 1988  
Washington, NC 27889-1988

Re: Letter-Proposal for Phase 2 Streetscape Improvements to Main Street, Market Street, and adjacent alleys

Dear Mr. Russell:

The following is a letter-proposal to prepare design concepts and design development drawings for streetscape improvements to:

- West Main Street between the intersection of Bridge Street to the existing Phase One improvements near Gladden Street;
- East Main Street from the intersection of Main and Market to the intersection of E Main and S. Bonner Street;
- South Market Street from the intersection of Water Street to and including the intersection with Second Street and the area around City Hall;
- The alleys adjacent to Phases 1 and 2.

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

**Project Understanding**

Phase 1 of the downtown streetscape improvements was completed successfully in late 2022 and has been well received by citizens and visitors, resulting in increased investment in the downtown. The City is now interested in expanding these improvements to make connections along Main west to Bridge Street and east to Bonner Street, and along Market Street between the riverfront at Water Street north to Second Street including the sidewalks and entry points into City Hall. Design concepts for the alleyways adjacent to these areas will also be developed.

The following scope of work will allow us to prepare design development drawings for these areas and an opinion of costs for CD preparation and construction. At that time the City can decide if they wish to build all or a portion of these improvements. Because these drawings will not include surveying, utility location or completed CDs, these drawings will not be stamped.

We believe these drawings will be sufficiently complete to facilitate grant writing and funding for further work. The completion of Phase 1 and the CDs for Phase 2 will help with grants such as those from the NC Department of Commerce.

## 1 WASHINGTON STREETScape PHASE 2 DESIGN DEVELOPMENT LETTER-PROPOSAL

### REGENERATION BY DESIGN



Landscape Architecture &  
Urban Design

203 North Stocumb Street  
Goldsboro, NC 27530  
Phone: 919-734-7542  
Mobile: 410-961-7761  
aplatt79@gmail.com

website:  
[regenerationbydesign.com](http://regenerationbydesign.com)

HUB and DBE Certified

#### Proposed Scope of Work: Design Development

Following is a list of suggested tasks for this project. These can be amended or revised as needed before a contract is signed to ensure the Town receives the desired products from this study. A survey will not be included in this portion of the work, nor will an evaluation and opinion of cost for utility improvements, although these could be added to this contract or as a separate contract if desired.

**Task 1: Trip to Washington.** This trip will kick-off the process with meetings, data collection and photography. The **Regeneration** team will travel to Washington to review the study area and photograph existing conditions, adjacent buildings, intersections, and discuss issues with staff (drainage, utilities, design coordination with Phase 1 work, etc.). This trip will not include a public meeting. *Time Required:* One day.

**Task 2: Preparation of Base Materials and Review of Data.** Regeneration will prepare or adapt base materials using GIS data showing property lines, buildings and curb lines from GIS or aerial photography as needed. We will also review any data, reports, and other materials that may be relevant to the study area. *Time Required:* Three days.

**Task 3: Streetscape Concepts.** Once the data are collected and maps are prepared, **Regeneration** will prepare alternate concept drawings project elements including:

1. Two alternate concepts for street redesign for the Market Street extensions. Concepts may differ in materials, colors, cross-sections (differing width traffic lanes, parking, bike lanes, sidewalks, trees, placement of lights and furniture);
2. At least two alternative concepts for the intersection of Main Street with Bridge Street will be prepared, taking into consideration truck traffic, gateway elements, and wayfinding signage;
3. At least two alternative concepts for Market Street;
4. Preliminary concepts for the treatment of alleys adjacent to Phases 1 and 2;
5. A concept or concepts for improved entries to City Hall on Market and Second Streets;
6. Concept-level street cross-sections illustrating the alternate concepts.

A PowerPoint slide presentation for a public and/or stakeholder meetings and Council will be prepared showing all the elements discussed above. *Time Required:* 11 days (6 Principal, 5 Designer).

**Task 4: Community/Client Group Meeting.** Meetings may be scheduled for the general public, stakeholders, and/or the Council. We will present and discuss the streetscape/open space concepts. *Time Required:* 1-1.5 days, depending on number of meetings.

PAGE 2

## 1 WASHINGTON STREETScape PHASE 2 DESIGN DEVELOPMENT LETTER-PROPOSAL

### REGENERATION BY DESIGN



Landscape Architecture &  
Urban Design

203 North Stocumb Street  
Goldsboro, NC 27530  
Phone: 919-734-7542  
Mobile: 410-961-7761  
aplatt79@gmail.com

website:  
[regenerationbydesign.com](http://regenerationbydesign.com)

HUB and DBE Certified

#### Task 5: Design Development Drawings for Streetscape Improvements.

Based on discussions from Task 4, we will prepare design development drawings for the preferred alternatives in CAD. Layout drawings will be prepared, but not construction details. *Time required:* 15 days. (5 principal, 10 designer)

**Task 6: Opinion of Costs.** An opinion of costs for materials and construction of streetscape improvements will be prepared. Printed copies of the plans and estimates will be prepared. *Time Required:* 5 days. (1 principal, 4 designer - 4,080)

**Task 7: (if desired) Sketch(es).** One or more color rendered perspective sketches will be prepared to illustrate the streetscape improvements including improvements to the appearance of adjacent buildings (if any). Such sketches can be key to generating community support, developer interest, and funding. *Sketch cost:* \$3,000- \$3500 per sketch.

**Task 8: Final Meeting.** **Regeneration** will present the plans to the Council and the public. It would be desirable for the Council and all stakeholders to formally adopt the plan, as this will help with winning grants for implementation. *Time Required:* 1.5 days.

## WASHINGTON STREETSCAPE PHASE 2 DESIGN DEVELOPMENT

**REGENERATION  
BY DESIGN**

Landscape Architecture &  
Urban Design

203 North Stocumb Street  
Goldsboro, NC 27530  
Phone: 919-734-7542  
Mobile: 410-961-7761  
aplatt79@gmail.com

website:  
[regenerationbydesign.com](http://regenerationbydesign.com)

HUB and DBE Certified

**Cost Proposal for Streetscape Design Development**

Task	Proposed Cost
Task 1: Initial Trip, Data Gathering, Meetings (2 people)	\$1,920
Task 2: Base Materials preparation, Infrastructure Info	\$3,600
Task 3: Streetscape Concepts	\$10,800
Task 4: Meetings (two people)	\$1,920
Task 5: Design Development Drawings	\$13,200
Task 6: Cost Estimates	\$4,080
Task 7 : (Optional) Sketch	(\$3,000-\$3,500)
Task 8: Final Meeting (two people)	\$1,920

Totals Phase 2 Design Development (without sketches) \$37,440

Totals Phase 2 Design Development with Sketch \$6,000-7000

Expenses are not included and will be billed at cost plus 15%

Please let us know if you have any questions or need further information. If this proposal is acceptable as presented, please sign the letter agreement form on the following page indicating your acceptance. We are available to begin work on this upon approval. Thank you for the opportunity to work with the City of Washington.

Sincerely,

Allison Platt, PLA, ASLA, MLA  
Regeneration by Design

## 2 WASHINGTON STREETSCAPE PHASE 2 DESIGN DEVELOPMENT AGREEMENT

**REGENERATION  
BY DESIGN**

Landscape Architecture &  
Urban Design

203 North Stocumb Street  
Goldsboro, NC 27530  
Phone: 919-734-7542  
Mobile: 410-961-7761  
aplatt79@gmail.com

website:  
[regenerationbydesign.com](http://regenerationbydesign.com)

HUB and DBE Certified

**Agreement**

This page is a part of the Agreement between The City of Washington, NC (the Client) and Regeneration by Design (the Landscape Architect), as outlined on pages 1-4 of this document titled Washington Main Streetscape Design Development dated February 8, 2023. It is understood that Regeneration by Design will be the contractor for this work.

Agreed to and signed this \_\_\_\_\_ day of \_\_\_\_\_

by:



for Regeneration by Design, PLLC (the Landscape Architect)  
NC Landscape Architect License #0637 renewal date 6/30/23  
NC Corporate License #C-603 Renewal date 1/31/25

and

\_\_\_\_\_  
(the Client)

Print Name and Title:

\_\_\_\_\_  
Name Title

Seal and signature of City Clerk (if required):

\_\_\_\_\_

### 3 WASHINGTON STREETSCAPE PHASE 2 DESIGN DEVELOPMENT EXCLUSIONS

#### REGENERATION —BY DESIGN—



Landscape Architecture &  
Urban Design

203 North Slocumb Street  
Goldboro, NC 27530  
Phone: 919-734-7542  
Mobile: 410-961-7761  
aplat79@gmail.com

web@re-generationbydesign.com  
HUB and DBE Certified

#### Additional Tasks Needed for CDs, Construction & CA/CO

These tasks are provided without associated costs so that the City is aware of the additional steps needed to prepare construction drawings, bid the project, and supervise construction. It is assumed that an engineering company will be retained as part of the team or in a separate contract.

*Please Note: These tasks are preliminary and may change once Design Development is complete.*

#### 50% Completion

**Task 1: Survey and SUE.** A detailed survey will be completed of the subject areas, including existing conditions, utility locations and elevations, surface grades, building edges, thresholds, street centerline, and other relevant information.

**Task 2: Meetings.** We propose a meeting or meetings with the City and the Regeneration/Engineering team (The Design Team) to discuss coordination and responsibilities. Possible issues to be discussed include, but are not limited to:

- Responsibility for ordering fixtures and furnishings (e.g. should the construction contractor handle this?)
- Above ground electrical outlets;
- City review and approval processes;
- Issues with and procedures for on-site changes;
- Specifications, particularly City bidding documentation and requirements;
- Issues with work not completed to spec;
- Issues related to changes made during construction but not documented;
- Dealing with soils;
- Coordination of efforts during construction (approvals, changes)
- Approach to implementation to ensure minimal disruption to business owners and residents;
- Strategies for keeping business owners and the public informed during construction;
- Approaches to ensure continued pedestrian and vehicular access to this and surrounding blocks during construction;
- As built drawings at completion;
- and other items as they arise.

**Task 3: Detailed Layout and Area Plans.** The Design Team will prepare Typical layout and other plans for all conditions (including utilities, planting, irrigation and landscape lighting). These will include paving patterns and materials, location of elements, special conditions, typical dimensions, horizontal and vertical alignment of utilities, striping and signage plans, grading, stormwater, and so on.

PAGE 6

### 3 WASHINGTON STREETSCAPE PHASE 2 DESIGN DEVELOPMENT EXCLUSIONS

#### REGENERATION —BY DESIGN—



Landscape Architecture &  
Urban Design

203 North Slocumb Street  
Goldboro, NC 27530  
Phone: 919-734-7542  
Mobile: 410-961-7761  
aplat79@gmail.com

web@re-generationbydesign.com  
HUB and DBE Certified

**Task 4: Preliminary Details and Sections.** Details and sections will be prepared as needed to clarify aspects of the streetscape and utility plans which cannot be explained in layout view.

**Task 5: Meetings.** The Design team will meet with appropriate City staff to review work. Once City review (and any necessary changes) are complete, the drawings will be sent to any required state agencies for preliminary review. Any changes to the design arising from this review will be incorporated into final construction drawings.

#### 50 and 100% Completion, Bidding Assistance and Construction Administration

**Task 6: Preparation of Final Plans for Review.** The Design Team will revise construction drawings and prepare final plans for review by the City and required agencies (e.g. DEQ). One set of prints for each reviewing agency will be provided.

**Task 7: Preparation of Specifications.** Written specifications will be prepared that present information about the general character of the work to be performed, materials and finishes, inspections and approvals required, furnishings to be used, and the quality of materials and construction techniques required. The Design Team will prepare bid document elements such as the bid schedule. The City will supply its standard requirements and specifications for inclusion, as well.

**Task 8: Bid Documents.** Upon review of drawings and specifications, the City will authorize preparation of final bid documents. Drawings will be assembled into a set of pdf files incorporating engineering and landscape architectural CDs, specifications and bid documents.

**Task 9: Bidding Assistance.** We will coordinate with the City to conduct a pre-bid conference. The Design Team will be available to answer questions during the bidding period and issue any addenda required as a result of questions.

**Task 10: Construction Administration/Observation.** The Design Team will administer the construction contract including addenda, construction observation/supervision and quality control.

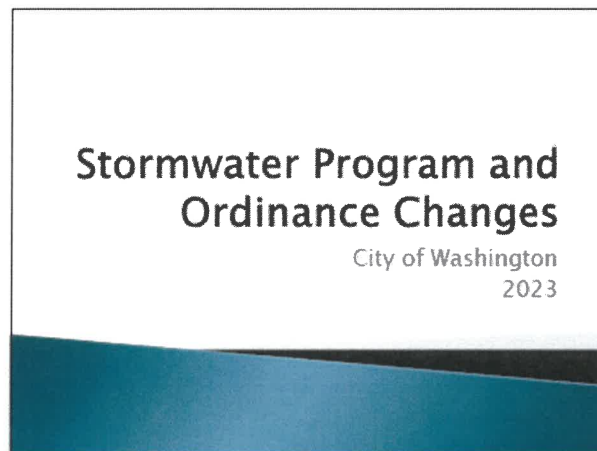
PAGE 7

**NEW BUSINESS:**

**PRESENTATION – STORMWATER PROGRAM CHANGES**

Darrell Norris, Norris Environmental Engineering presented the following presentation to City Council.

2/13/2023



2/13/2023

### State NSW Rule Changes

- Update language, references, and definitions
- New Excel Tool for calculating nutrients
- Phosphorus limits increased  
from 0.4lbs/ac/yr to 0.8 lbs/ac/yr
- Allow volume matching
  - Compliant if no net increase of runoff volume
  - Encourages low impact development and infiltration

### State NSW Rule Changes

- Allow for Public Private Partnership Development Agreement as method of compliance
- Establish existing Built Upon Area (BUA)
  - built or approved prior to these changes
  - Effective date is May 1, 2023.
  - Exempts existing or redevelopment with no net increase of BUA



2/13/2023

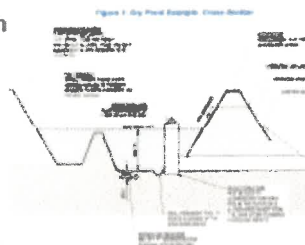
## State NSW Rule Changes

- Align NSW rules with coastal High Density (HD)/Low Density (LD) Built Upon Area (BUA) thresholds
  - Low Density (LD) =  $<22\%$  BUA
  - High Density (HD) =  $\geq 22\%$  BUA
- Require veg. conveyances or diffuse flow for LD projects
  - curb cuts or outlet to swales or level spreader



## State NSW Rule Changes

- Require primary Stormwater Control Measures for HD projects
  - wetpond, wetland, bioretention, sand filter, infiltration
  - Remove nutrient threshold for SCM requirement
- Require State's Minimum Design Criteria (MDC)



2/13/2023

## Additional Local Options

- Impervious Surface Averaging
  - pair an undeveloped conservation lot (floodplain or wetlands) with developed lot
  - allows HD projects to count as LD
  - platted together & conservation easement recorded
  - protects sensitive areas like floodplains and wetlands
  - avoids Primary SCM requirement
  - adds value to undevelopable lots
- Peak Flow Control (No increase in 1yr storm)

## SCM Operation & Maintenance

- Require As-builts (record drawings) of SCM's prior to CO.
- City inspections minimum of every 3 years
  - Owner provides annual inspection by qualified professional
  - City audit owner provided inspections to ensure compliance



2/13/2023

## SUMMARY

- Complies with NCDEQ requirements
- Updates language, references, and definitions
- Establishes Minimum Design Criteria
- Provides more flexibility to meet requirements
- Grandfathers existing development
- Maximize efficiency of City resources

I just need  
the main ideas



## Timeline For Changes

- ✓ 4/2020 – NCDEQ and EMC Revised NSW Rules
- ✓ 2/2021 – NCDEQ Issued Guidance & Model Programs
- ✓ 12/2021 – City Submit Revised Program & Ordinance
- ✓ 3/2022 – NCDEQ Staff Review Approval
- ✓ 9/2022 – NC EMC Approval

2/13/2023



6

**PUBLIC HEARING 6:00PM - ZONING:**

**ADOPT – ORDINANCE AND APPROVE REQUEST FROM FRED MILLS TO REZONE 7.42 ACRES LOCATED ON CLARK’S NECK ROAD FROM RA20 TO RMF**

Mayor Sadler opened the public hearing and Mike Dail reviewed the following with Council: The request is to rezoning 7.42 acres from RA20 (Residential Agricultural) to RMF (Residential Multi-Family) located on Clarks Neck Road just southwest of its intersection with W. 5th Street. The land uses within the subject property's area are primarily industrial with some single family residential. The adjacent properties to the north and south are zoned I1 (Heavy Industrial). The property to the west is zoned RMF (Residential Multi Family). Properties to the east are zoned RA20 (Residential Agricultural) and RI5S (Residential).

The Comprehensive/CAMA Future Land Use Map recommends heavy industrial development for this area. The requested zoning of RMF (Residential Multi-Family) is not consistent with the Comprehensive/CAMA Future Land Use Plan. However, the proposed rezoning could be found to be consistent with the Comprehensive Plans Housing Goals 1, 2, 3 and 5 because of the uses that are allowed in the RMF zoning district. If this property is rezoned by City Council it will also be considered an amendment to the Future Land Use Plan based on State Law. On December 20, 2022, the Planning Board voted to recommend denial of the previous rezoning request of 13.14 acres to City Council based on the finding that the request is inconsistent with the Comprehensive/CAMA Land Use Plan Map recommendation of industrial for the area. On January 24, 2023, the Planning Board voted to recommend approval of the amended rezoning request of 7.42 acres to City Council based on the finding that the request is consistent with the Comprehensive Plans Housing Goals 1, 2, 3 and 5.



### ***Rezoning Request Staff Report***

Development Services,  
Planning & Zoning Division

---

**Request:** Amended Rezoning – Fred Mills

**Parcel #:** Portion of 5676-14-0608

**Lot Size:** 7.42 acres, original request 13.15 acres

**Existing Zoning:** RA20 (Residential Agricultural)

**Proposed Zoning:** RMF (Residential Multi Family)

**Required Notices:**

Adjoining property owner notices were mailed and a notice sign was placed on the property on January 13, 2023. The public hearing notice advertisement date was January 14, 2023.

**Surrounding Land Uses and Zoning:**

The property is located on Clarks Neck Road just west of its intersection with W. 5<sup>th</sup> Street. The land uses within the subject property's area are primarily industrial with some single family residential. The adjacent properties to the north and south are zoned I1 (Heavy Industrial). The property to the west is zoned RMF (Residential Multi Family). Properties to the east are zoned RA20 (Residential Agricultural) and R15S (Residential).

**Development Notes:**

The developer has submitted an annexation request to the City and it is anticipated that City Council will hold a public hearing and act on the annexation request at their February 2023 meeting.

The developer has also submitted a 60 unit multi-family project that is proposed for this site and is under TRC review. Final review and approval will be by City Council at a future meeting.

A very small portion of the property is located within the 100 year floodplain. Any development in that area would be subject to the City's Flood Damage Prevention Ordinance.

The property is within the Interchange Overlay District and any development would be subject to the requirements within section 40-385 of the Zoning Ordinance.

**Comprehensive Plan/CAMA Land Use Plan Recommendation:**

The Comprehensive/CAMA Future Land Use Map recommends heavy industrial development for this area. The requested zoning of RMF is not consistent with the Comprehensive/CAMA Future Land Use Map. However, the proposed rezoning could be found to be consistent with the Comprehensive Plans Housing Goals 1, 2, 3 and 5 because of the uses that are allowed in the RMF zoning district.

If this property is rezoned by City Council it will also be considered an amendment to the Future Land Use Plan based on State Law.

**Referenced Comprehensive Plan Goals**

Housing Goal 1: Promote an adequate supply of safe, affordable, and suitable housing options for residents.

Housing Goal 2: All persons who live and work in Washington should have the opportunity to rent or purchase safe, decent, accessible, and affordable housing.

Housing Goal 3: Washington will promote a variety of housing opportunities throughout the City, both in terms of the housing type and the price of housing, that respect the existing character of the community.

Housing Goal 5: The City's housing stock will be maintained, protected, and expanded to ensure an adequate supply of housing for future generations.

**Previous Action:**

On December 20, 2022, the Planning Board voted to recommend denial of the rezoning request to City Council based on the finding that the request is inconsistent with the Comprehensive/CAMA Land Use Plan Map recommendation of heavy industrial for the area.

On January 12, 2023, the City Council voted to return the request to the Planning Board to assess the future land use in this area and to consider the amended rezoning request.

**Planning Board Action:**

On January 24, 2023, the Planning Board voted to recommend approval of the rezoning request to City Council based on the finding that the request is consistent with the Comprehensive Plans Housing Goals 1, 2, 3 and 5.

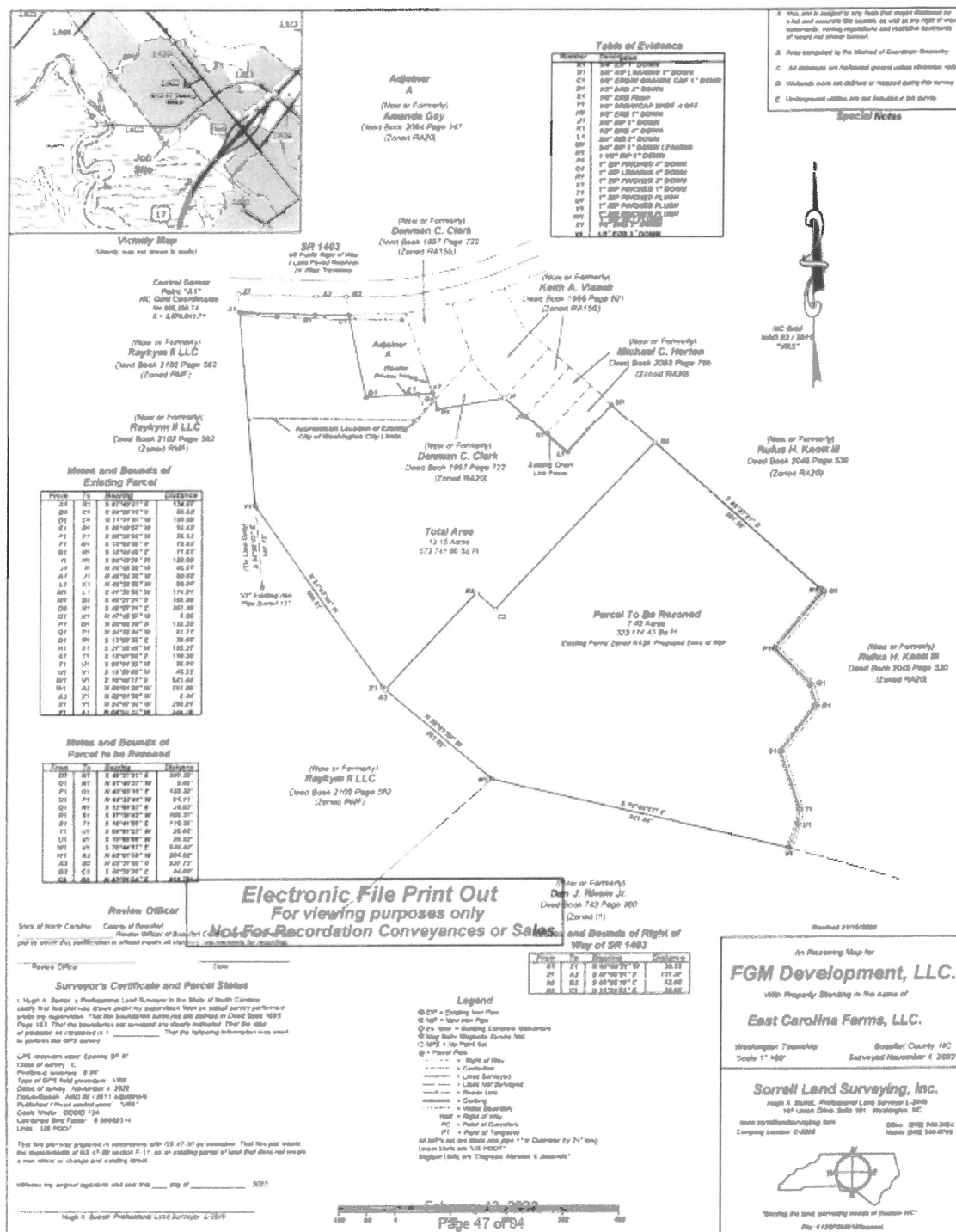
**Potential Motions:**

**Motion to Approve**

I move that City Council adopt the attached ordinance and amend the Comprehensive/CAMA Future Land Use Plan to High Density Residential for the subject area and approve the requested rezoning from RA20 to RMF and find that 1) the Planning Board recommended approval of the rezoning request based on consistency with the Comprehensive Plans Housing Goals, 2) that the request is consistent with Housing Goals 1, 2, 3 and 5 contained in the City of Washington's Comprehensive Plan, and 3) the rezoning is reasonable and in the public's interest because the uses allowed in RMF could provide needed housing.

**Motion to Deny**

I move that City Council deny the rezoning from RA20 to RMF and find that 1) the request is inconsistent with the Comprehensive/CAMA Future Land Use Maps recommendation of heavy industrial uses for the subject area and 2) the rezoning is unreasonable and not in the public's interest because the uses allowed in the RMF zoning district are not appropriate in the subject area.





# Rezoning Request

RA20 to RMF

Fred Mills





## Location



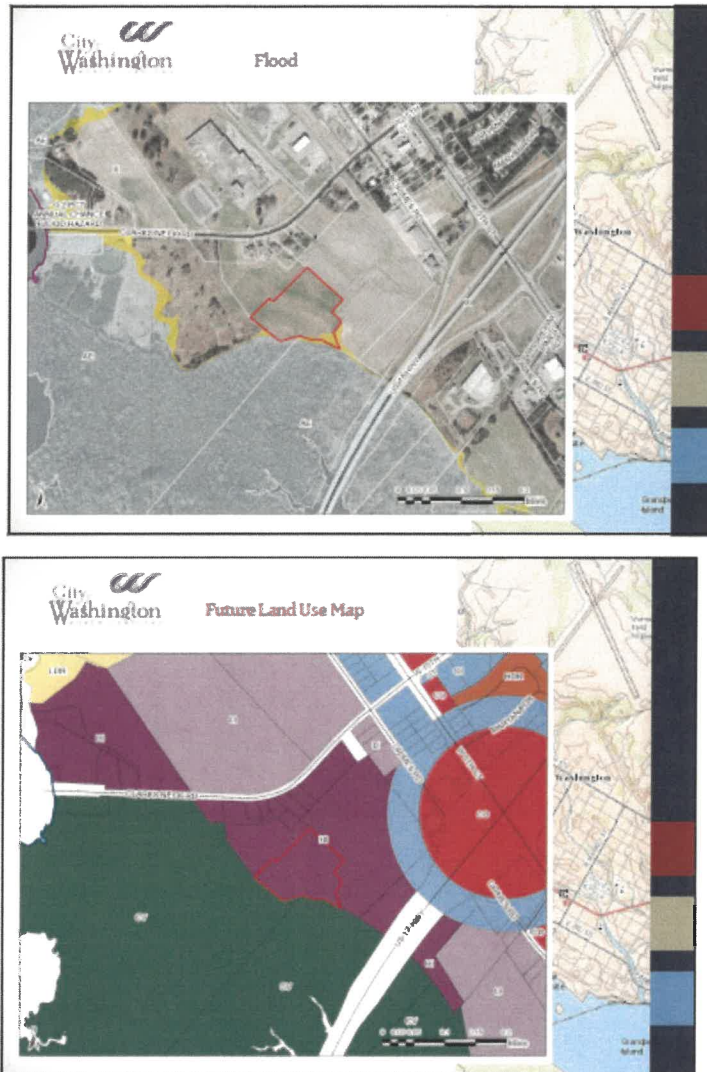




## Zoning







Councilmember Renn stated one of the concerns previously was stormwater flow. Mr. Dail stated the water flows through Grimes Road which is a NCDOT street and should flow back to Tranters Creek. Councilmember Roberson inquired about the current use of the surrounding properties. Mr. Dail stated the majority of the surrounding property is vacant. No other questions from Council at this time.

Comments from the public.

Ms. Stern (during her presentation stated), we are a small family business. We do new development, construction, and property management. Long term, we own and manage all of our housing communities. Fred Mills is the owner and founder. We are based in Raleigh, but we have properties across the state of North Carolina, including River Run Apartments in Chocowinity. We also have a property in Greenville and many other places around the state. You saw a very similar presentation last month where we were requesting rezoning for the entire property. We have reduced the size of the request seeking rezoning for 7.42 acres of the same lot. This rezoning is supported by the housing goals in the Comprehensive Plan. The site is just west of the Highway 17 intersection with 264. It is surrounded by commercial, residential,

manufacturing, vacant land, and agricultural land. It is convenient to shopping and an elementary school. It also has easy highway access. The residents of the site wouldn't necessarily be driving through busy parts of town to come and go. The neighboring property is already zoned multifamily (RMF). The property is serviced by Clarks Neck Rd. We are actively working with DOT who is doing a traffic assessment to see if there are any necessary improvements. We have spoken to the utilities staff for the City. There is water and sewer capacity for rezoning this to a multifamily property. The existing zoning is residential agricultural. The RMF zoning complements the nearby allowable uses. The Future Land Use Plan has it indicated as heavy industrial. The Future Land Use Plan is from 2013. It is 10 years old and it was a 10-year plan. In that time, no industrial uses have manifested on this site. In addition, the industrial park is just 3 miles up the road, which is the designated place for industrial growth. The zoning is consistent with four out of the five housing goals in the Comprehensive Plan. The housing goals that are consistent with this request are:

1. Promote an adequate supply of safe, affordable, and suitable housing options for residents.
2. All persons who live and work in Washington should have the opportunity to rent or purchase safe, decent, accessible, and affordable housing.
3. Washington will promote a variety of housing opportunities throughout the City, both in terms of the housing type and the price of housing, that respect the existing character of the community.
5. The City's housing stock will be maintained, protected, and expanded to ensure an adequate supply of housing for future generations.

Although the Future Land Use Plan indicates heavy industrial, we are hitting four out of the five housing goals with this one rezoning. We think that multifamily is harmonious with the existing surrounding uses. Industrial development would be a much more intensive use of the land at this site. This site meets very stringent and specific site characteristics that are required by the North Carolina Finance Housing Agency. This is the number one source for funding and development of workforce housing in the State. This rezoning is an opportunity to take advantage of how well the site aligns with both those requirements and the City's housing goals. We know there is a housing deficit. A 2022 study showed that comparable housing communities are operating at over 99% capacity. That is showing a need and a deficit. According to the census in Beaufort County, over 2,000 renter households are cost-burdened by housing. This means they are spending more than 30% of their income on housing. This shows a deficit in affordable housing options. Our own comparable property in Chocowinity is operating with an 18-month to 2-year waitlist for residents. We believe that the housing need outweighs the industrial designation from a 10-year-old plan where industrial development has not come to fruition. I want to address the floodplain. It was definitely a concern at our last meeting. Less than 0.5 acres, at the rear edge of the property, is in the 500-year floodplain. Less than .03 acres is in the 100-year floodplain. There will be no development in these floodplain areas. In addition, there will be state-permitted stormwater management improvements on the site. It would capture any rain and runoff and will not impact neighboring sites. Since our last meeting, we had our engineer come out to the site and assess the drainage area that we heard about in the last meeting. Grimes Rd has a separate drainage area from this site. The other environmental concern we heard was about habitat. We will do a full environmental study of the site. This would identify if there is any habitat for endangered species. There are no trees within the boundary of the site. We would not be

disturbing any nesting habitat. If any sort of endangered species habitat was found on the site, we would not be able to get permits for it. The existing site plan is under review by the TRC. It does show access from Clarks Neck Road. It has 60 multifamily units as well as a community center that would be staffed full-time by the property manager. We have the same timeline as before with design drawings in the spring of 2024 and place the property in service by the end of 2025.



## Clarks Neck Rezoning Proposal

City of Washington, NC

February 2023



## WHO WE ARE

Our organization includes development, construction, and property management companies -- we develop, construct, and maintain our developments for long-term ownership.

Fred Mills is a tax credit developer with 50+ years of experience in housing development in North Carolina.

Housing communities all over North Carolina including: Chocowinity, Greenville, (NC), Lumberton, Granite Falls, Mocksville, Asheville, Raleigh, Bermuda Run and more.



## SUMMARY

- **Reduced project scale:**
  - Rezoning 7.42 acres of a 13.5 acre parcel on Clarks Neck Road
- Seeking rezoning from Residential Agricultural (RA20) to Residential Multi-family (RMF).
- Supports Comprehensive Plan's housing goals
- Planning Board approved smaller-scale rezoning during their January meeting.



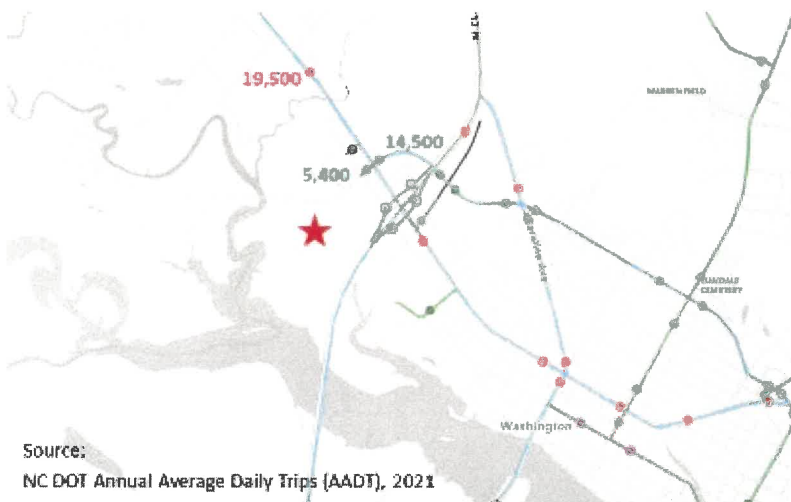
## SITE



## SITE + SURROUNDING USES



## CITY SERVICES



### Roads:

- Currently, 5,400 AADT

### Schools:

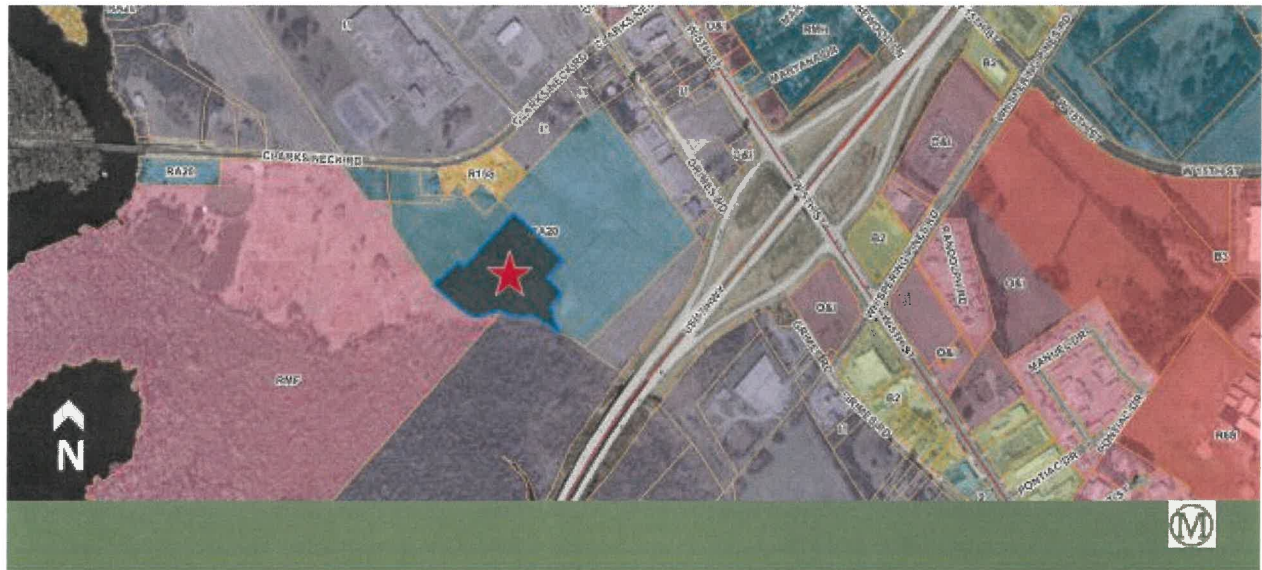
- John C Tayloe Elementary
- PS Jones Middle School
- Washington High

### Public Utility:

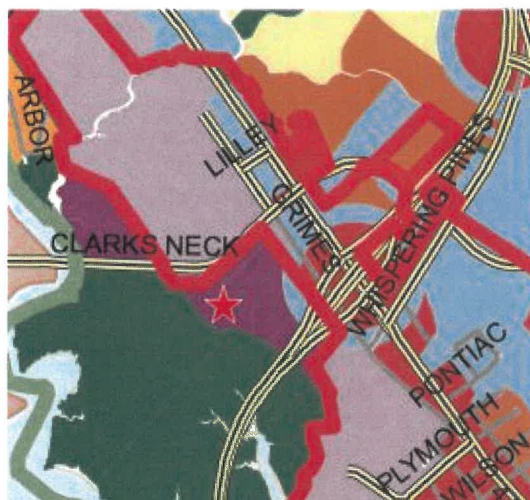
- Water/sewer availability at the site



## EXISTING ZONING



## FUTURE LAND USE PLAN

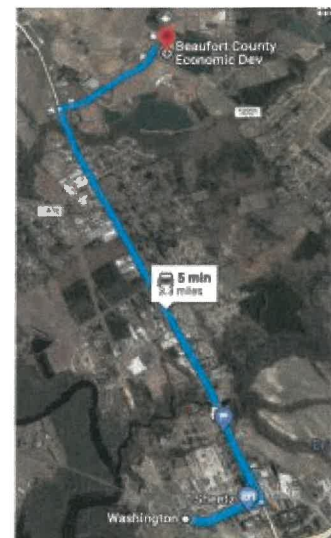


### Future Land Use

- Conservation
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Commercial
- Heavy Industrial
- Light Industrial
- Office & Institutional
- Airport

CLARION ASSOCIATES  
May 2012

Industrial Park 3mi from  
the site



## CONSISTANCY WITH COMP PLAN GOALS

**Housing Goal 1:** “Promote an adequate supply of safe, affordable, and suitable housing options for residents.”

**Housing Goal 2:** “All persons who live and work in Washington should have the opportunity to rent or purchase safe, decent, accessible, and affordable housing.”

**Housing Goal 3:** “Washington will promote a variety of housing opportunities throughout the City, both in terms of the housing type and the price of housing, that respect the existing character of the community.”

**Housing Goal 5:** “The City’s housing stock will be maintained, protected, and expanded to ensure an adequate supply of housing for future generations.”



## HOUSING NEED

**Housing Goal 1:** “Promote an adequate supply of safe, affordable, and suitable housing options for residents.”

**Housing Goal 2:** “All persons who live and work in Washington should have the opportunity to rent or purchase safe, decent, accessible, and affordable housing.”

**Housing Goal 3:** “Washington will promote a variety of housing opportunities throughout the City, both in terms of the housing type and the price of housing.”

**Housing Goal 5:** “The City’s housing stock will be maintained, protected, and expanded to ensure an adequate supply.”



Comparable housing communities in Beaufort County operating at:

**Over 99% occupancy<sup>1</sup>**

**18 month waiting list**

**+2,000 renter households are cost-burdened by housing expenses.<sup>2</sup>**

**Future land use plan: Industrial Use**



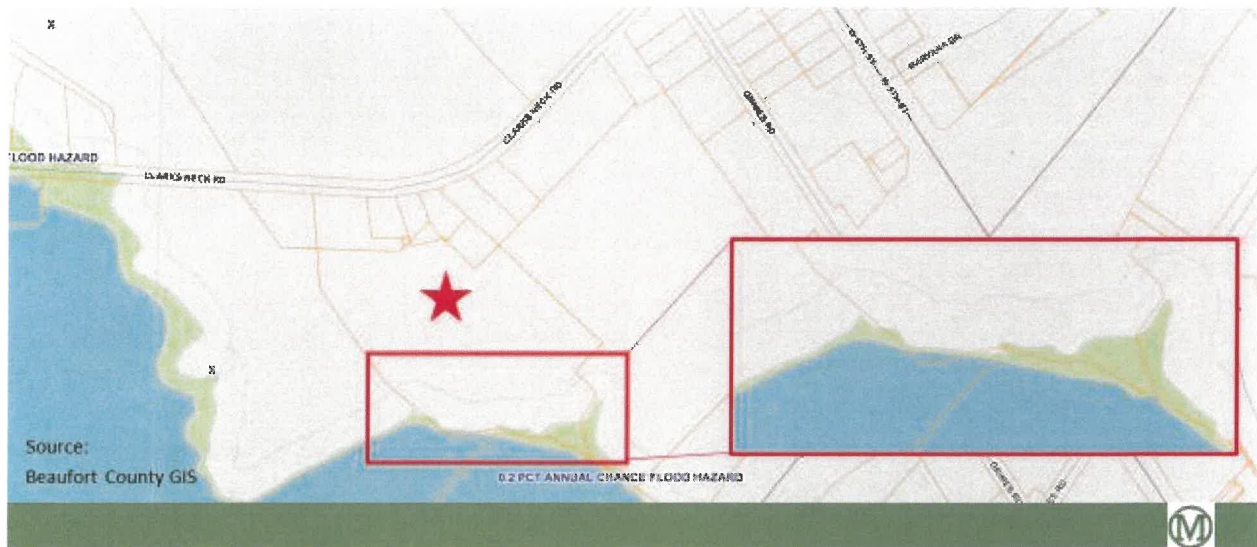
Industrial development has not materialized in this part of town during the 10-year comp plan period.

<sup>1</sup> 2022 Market Study by Hodges + Pratt;

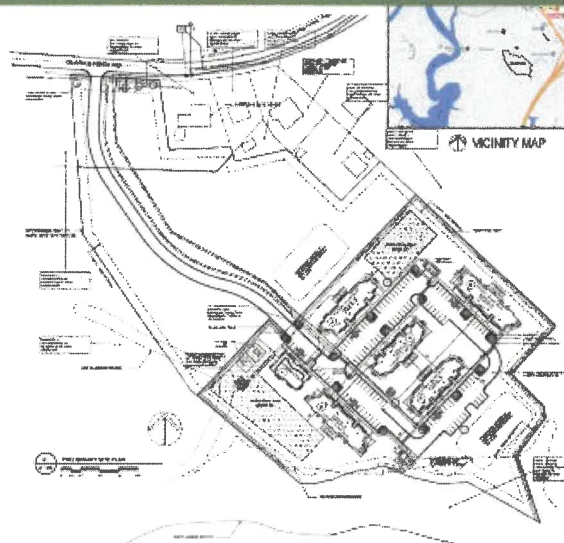
<sup>2</sup> 2021 5-year ACS Census Data for Beaufort County, data.census.gov;



## FLOODPLAIN MAP



## SITE PLAN



## NEXT STEPS

- Site plan review at future Planning Board and City Council Meeting
- Complete design drawings by Spring 2024
- Place in service in late 2025

Isaac Jeannette stated he didn't want Section 8 housing on this property, we need more jobs here.

Luther Bailey stated he is against the project. He discussed that he has seen eagles in this area. He expressed concern with traffic. Loretta Bailey discussed flooding in this area and her opposition to the project.

Jason Briley has owned the property for about ten years and stated there has not been any flooding on this parcel. He has seen flooding across from the NCDOT property at Grimes Road which comes from a discharge ditch.

The public hearing was closed at this time.

By motion of Councilmember Roberson, seconded by Mayor Pro tem Brooks, Council adopted the ordinance and amended the Comprehensive/CAMA Future Land Use Plan to High Density Residential for the subject area and approve the requested rezoning from RA20 to RMF and find that 1) the Planning Board recommended approval of the rezoning request based on consistency with the Comprehensive Plans Housing Goals, 2) that the request is consistent with Housing Goals 1, 2, 3 and 5 contained in the City of Washington's Comprehensive Plan, and 3) the rezoning is reasonable and in the public's interest because the uses allowed in RMF could provide needed housing. Motion carried 4-1 with Councilmember Pitt opposing.

<b>VOTE: Mills rezoning</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Brooks</b>	<b>x</b>	
<b>Councilmember Hodges</b>	<b>x</b>	
<b>Councilmember Pitt</b>		<b>x</b>
<b>Councilmember Renn</b>	<b>x</b>	
<b>Councilmember Roberson</b>	<b>x</b>	

ORDINANCE FOR A PROPOSED ZONING MAP AMENDMENT  
THE CITY OF WASHINGTON, NORTH CAROLINA

WHEREAS, A request has been made to rezone 7.42 acres, a portion of Beaufort County Tax Parcel 5676-14-0608, from RA20 (Residential Agricultural) to RMF (Residential Multi-Family). The property is further described as:

"Commencing at Point A3, said point being the POINT OF BEGINNING thence N43°21'56"E, a distance of 237.73' to point B3; thence S46°38'30"E, a distance of 44.00' to point C3; thence N43°21'54"E, a distance of 410.79' to point D3; thence S48°27'21"E, a distance of 397.39' to point N1; thence S47°45'37"E, a distance of 6.05' to point O1; thence S40°08'10"W, a distance of 133.32' to point P1; thence S44°32'44"E, a distance of 91.11' to point Q1; thence S13°59'33"E, a distance of 39.03' to point R1; thence S37°36'42"W, a distance of 103.37' to point S1; thence S18°41'55"E, a distance of 110.36' to point T1; thence S09°01'23"W, a distance of 25.68' to point U1; thence S19°59'09"W, a distance of 45.32' to point V1; thence N76°44'17"W, a distance of 541.44' to point W1; thence N50°01'50"W, a distance of 251.02'; to the POINT OF BEGINNING; said described tract containing 7.42 Acres, more or less."

WHEREAS, the City Council of the City of Washington, North Carolina, in accordance with Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in the Washington Daily News setting forth that the City Council would, on the 13<sup>th</sup> day of February, 2023 at 6:00 p.m., conduct a public hearing on the zoning map amendment; and

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration; and

WHEREAS, the City Council has been informed of and has considered the City of Washington Planning Board's recommendation on the subject zoning map amendment; and

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D, the City Council does hereby find and determine that the adoption of the ordinance is consistent with the provisions of the City of Washington Comprehensive Plan, specifically Housing Goals 1, 2, 3 and 5; and

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D, the City Council does hereby find and determine that the adoption of the ordinance is reasonable and in the public's interest by providing needed housing; and

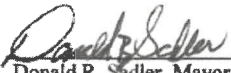
WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D, this zoning amendment is deemed to be an amendment to the CAMA Land Use Plan Map pending State approval. The CAMA Future Land Use Map is hereby amended by re-designating the "Heavy Industrial" category to the "High Density Residential" category for the area described above.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Washington, North Carolina that, this proposed zoning map amendment be approved; The Director of Planning and Development Services is directed to amend the zoning

map of the City of Washington in accordance with this ordinance and forward the proposed CAMA Future Land Use Plan Map amendment to the State of North Carolina Department of Environmental Quality for approval; and All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Adopted this 13th day of February 2023.

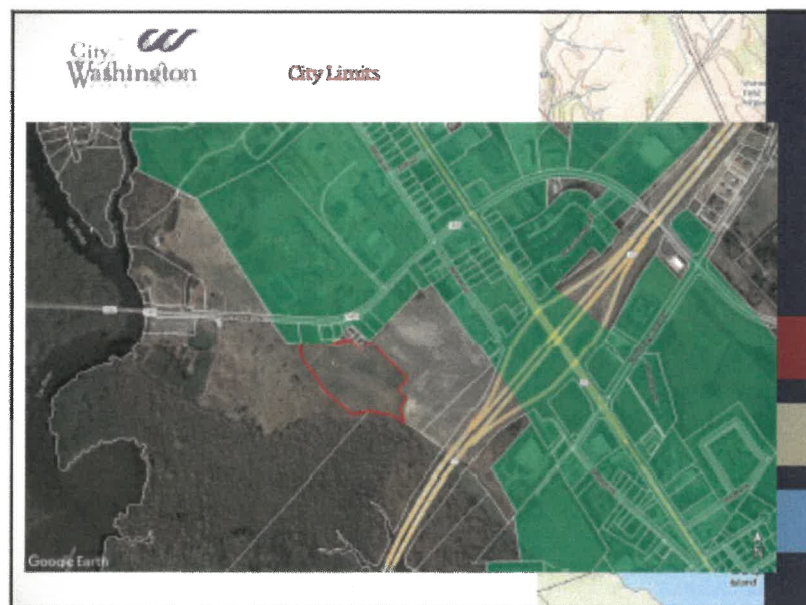


  
Donald R. Sadler, Mayor

**ADOPT – ORDINANCE ANNEXING BEAUFORT COUNTY TAX PARCEL  
#5676-14-0608 LOCATED ON CLARKS NECK ROAD**

Mayor Sadler opened the public hearing and Mike Dail reviewed the following:

On November 9, 2022 Fred Mills presented a petition for a contiguous annexation for a parcel of land located on Clarks Neck Road, Beaufort County tax parcel #5676-14-0608, containing 12.14 acres. On December 12, 2022 Council voted to direct the City Clerk to investigate the petition for sufficiency to meet the requirements for contiguous annexation. On January 9, 2023 the Council accepted the Certificate of Sufficiency and adopted a resolution to set a public hearing date for February 13, 2023. Anticipated development is a 60 unit apartment complex on the rear of the property.



**Request:** Annexation Request– Fred Mills

**Parcel #:** 5677-39-2533

**Parcel Size:** 12.14 acres

**Existing Zoning:** RA20 (Residential Agricultural)

**Required Notices:**

Adjoining property owner notices were mailed on February 3, 2023. The public meeting notice advertisement date was February 1, 2023.

**Surrounding Land Uses and Zoning:**

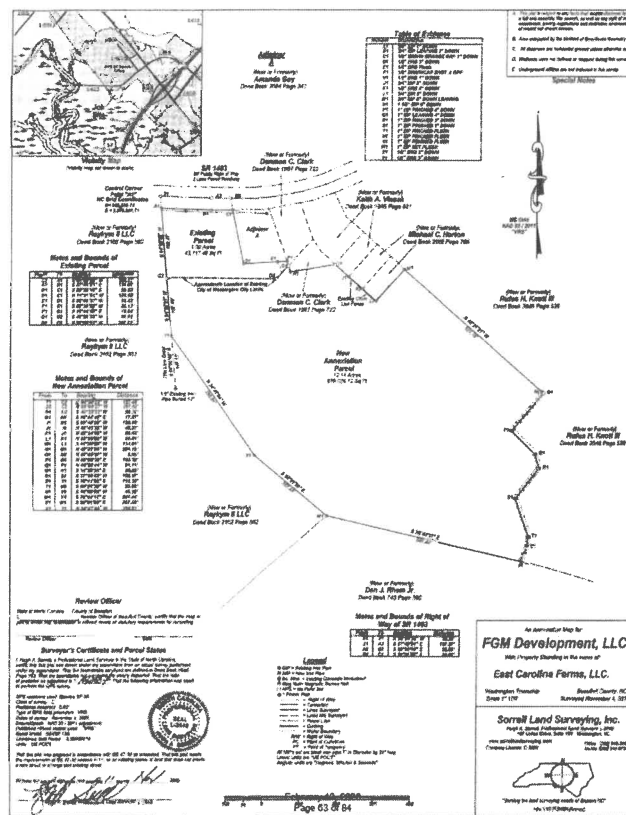
The subject property is currently vacant and is located on Clarks Neck Road just west of its intersection with W. 5<sup>th</sup> Street. The land uses within the subject property's area are primarily industrial with some single family residential. The adjacent properties to the north and south are zoned I1 (Heavy Industrial). The property to the west is zoned RMF (Residential Multi Family). Properties to the east are zoned RA20 (Residential Agricultural) and R15S (Residential).

**Development Notes:**

The applicant is proposing to develop a 60 unit apartment complex on the rear of the property.

The developer is requesting city water, sewer, and electric services to serve the development.

If annexed the City will have to provide all public services to the development. An estimated cost analysis is included in the packet.



There were no comments from the public and the hearing was closed at this time.

Councilmember Roberson asked what the next step in the annexation process is. Mr. Holscher stated this is the last step in the three step process the property will now be annexed.

#### Estimated General Fund Revenues/Costs

Annexation Name:	Fred Mills
Anticipated Development:	60 unit apartment complex
Number of Parcels:	1
Acreage:	12.14
General Location:	Clarks Neck Road
Anticipated Population:	2.4 persons x 60 = 144 persons
Public Streets:	No
Current Total Assessed Tax Value:	\$58,163
Current Zoning:	RA20, Proposed RMF

Estimated General Fund Revenues	Initial	After Build Out Per Year
Real Property Tax	\$0	\$34,800
Vehicle Tax	\$0	\$6,360
Powell Bill Funds	\$0	\$0
Storm Water Assessment	\$0	\$6,600
Water/Sewer Tap Fees*	\$1,075	\$0
Water/Sewer Fees*	\$0	\$39,808
Inspections Fees	\$25,896	Unknown Variable
Sanitation Fee	\$0	19,920
Electric Fee	\$0	108,000
<b>Total Estimated Revenues</b>	<b>\$26,971.00</b>	<b>\$215,488.00</b>

Estimated General Fund Costs	Initial	After Build Out Per Year
Fire Protection	\$0	\$5,000
Police Protection	\$0	\$5,000
Street Maintenance	\$0	\$0
Street Lighting	Unknown Variable	Unknown Variable
Inspections	\$3,360	Unknown Variable
Electric	\$150,000	Unknown Variable
Solid Waste	\$4,300	\$10,000
Recreation	\$0	\$0
<b>Total Estimated Costs</b>	<b>\$157,660.00</b>	<b>\$20,000.00</b>

<b>Cost/Benefit Initial</b>	
Estimated Revenues	\$26,971
Estimated Costs	\$157,660.00
<b>Total</b>	<b>\$130,689</b>

<b>Cost/Benefit After Build Out Per Year</b>	
Estimated Revenues	\$215,488.00
Estimated Costs	\$20,000.00
<b>Total</b>	<b>\$195,488</b>

By motion of Councilmember Roberson, seconded by Mayor Pro tem Brooks, Council adopted the Ordinance annexing Beaufort County tax parcel #5676-14-0608, located on Clarks Neck Road.

<b>VOTE: mills annexation</b>	<b>YES</b>	<b>NO</b>
<b>Mayor Pro tem Brooks</b>	x	
<b>Councilmember Hodges</b>	x	
<b>Councilmember Pitt</b>	x	
<b>Councilmember Renn</b>	x	
<b>Councilmember Roberson</b>	x	

**ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY  
OF WASHINGTON, NORTH CAROLINA**

WHEREAS, the City Council has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the City Council has by resolution directed the City of Washington Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City of Washington Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held in the City Council Chambers at 6:00 pm on February 13, 2023, after due notice by publication in the Washington Daily News on February 1, 2023, and:

WHEREAS, the City Council finds that the petition meets the standards of G.S. 160A-31, and further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and the City Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City of Washington and of the area proposed for annexation will be best served by annexing the area described;

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Washington, as of February 13, 2023:

"Commencing at Point Y1, said point being the POINT OF BEGINNING

Thence N04°50'22"W, a distance of 157.49' to point C2; thence N89°00'27"W, a distance of 297.62' from point D2 to point C2; thence S40°39'33"W, a distance of 50.92' from point G1 to point D2; thence S18°44'48"E, a distance of 17.67' from point G1 to point H1; thence S80°40'29"W, a distance of 120.93' from point I1 to point H1; thence N48°45'35"W, a distance of 49.97' from point J1 to point I1; thence N48°24'35"W, a distance of 50.02' from point K1 to point J1; thence N48°28'55"W, a distance of 50.01' from point L1 to point K1; thence S41°26'58"W, a distance of 114.91' from point M1 to point L1; thence N48°27'21"W, a distance of 501.19' from point N1 to point M1; thence N47°45'37"W, a distance of 6.05' from point O1 to point N1; thence N40°08'10"E, a distance of 133.32' from point P1 to point O1; thence N44°32'44"W, a distance of 91.11' from point Q1 to point P1; thence S13°59'33"E, a distance of 39.03' from point Q1 to point R1; thence S37°36'42"W, a distance of 103.37' from point R1 to point S1; thence S18°41'55"W, a distance of 110.36' from point S1 to point T1; thence S09°01'23"W, a distance of 25.68' from point T1 to point U1; thence S19°59'09"W, a distance of 45.32' from point U1 to point V1; thence S76°44'17"E, a distance of 541.44' from point W1 to point V1; thence S50°01'50"E, a distance of 257.45' from point X1 to point W1; thence N34°47'44"W, a distance of 396.81' from point X1 to the POINT OF BEGINNING; said described tract containing 12.14 Acres, more or less."

Section 2. Upon and after February 13, 2023 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Washington and shall be entitled to the same privileges and benefits as other parts of the City of Washington. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the City of Washington shall cause to be recorded in the office of the Register of Deeds of Beaufort County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Beaufort County Board of Elections, as required by G.S. 163-288.1.

Adopted this 13<sup>th</sup> day of February, 2023.



Donald R. Sadler, Mayor

ATTEST



Cynthia Bennett, Clerk

**DISCUSSION – CIP REVIEW**

2/7/2023

General Fund  
CIP

Fund	Department	Project Name	Rank	2023-24	2024-25	2025-26	2026-27	2027-28	Total	Description
General	Police	Patrol Vehicles	1	178,000					178,000	Replacement of Vehicles #134,158,150,130
		Police Vehicles	1		185,000				185,000	Replacement of Vehicles #164,148,132,133
		Police Vehicles	1			200,000			200,000	Replacement of Vehicles #145,135,136,160
		Police Vehicles	1				240,000		240,000	Replacement of Vehicles #161,142,141,144
		Patrol Vehicles	1					250,000	250,000	Replacement of Patrol Vehicles
	Police	Total		178,000	185,000	200,000	240,000	250,000	1,053,000	
	Fire & EMS	Physio Cardiac Defibrillator	1	32,000					32,000	Replacement of 2011 Defibrillator
		Physio Cardiac Defibrillator	1		33,000				33,000	Replacement of 2011 Defibrillator
		Physio Cardiac Defibrillator	1			34,000			34,000	Replacement of 2015 Defibrillator
		Physio Cardiac Defibrillator	1				35,000		35,000	Replacement of 2017 Defibrillator
		Physio Cardiac Defibrillator	1					35,000	35,000	Replacement of 2018 Defibrillator
		Stryker Powerload Stretcher	1	25,000					26,000	Replacement of 2012 Stryker Powerload Stretcher
		4x4 Station Truck	1		65,000				65,000	Replacement of 2005 Chevrolet Truck (238)
		Superduty Truck with Workbody	1	95,000					95,000	Truck to transport boats and a quick response vehicle with related equipment.
		4x4 Truck or SUV	1	75,000					75,000	Shift Battalion Chief response vehicle
		4x4 Truck (Fire Marshal)	1		75,000				75,000	Replacement of 2015 Ford F-150 (237)
		4x4 SUV (Medic-1)	1				85,000		85,000	Replacement of 2017 Ford F-150 (237)
		Tower Ladder Truck	1				1,800,000		1,800,000	Replacement of 2006 Pierce Tower Truck (230)
		EMS Truck	1		225,000				225,000	Replacement of 2017 EMS Truck (430)
		EMS Truck	1					240,000	240,000	Replacement of 2021 EMS Truck (431)
		Station-2 Storm Water	1	100,000					100,000	Replacement of S/W retention ponds at Station-2
		Training / Storage Building	1			125,000			125,000	Training / Storage Building at Station-2
		Station-1 Needs Assessment	1	35,000					35,000	Needs Assessment for remodel/upgrades to Station-1
		Station-1 Remodel	1		500,000	500,000		500,000	2,000,000	Remodeling / Upgrades to Station-1 built in 1965
	Fire & EMS	Total		363,000	898,000	659,000	2,420,000	776,000	5,116,000	
	IT	Storage Area Network (2x)	6	15,000	45,000		15,000	15,000	90,000	City Electronic Storage
		IT Backup Power	4	100,000						Replace switch gear at City hall and add NG Generator for IT server room separate from City hall.
		Fiber Cabling	1	50,000	25,000	50,000			125,000	City owned Fiber network to lower internet costs
		Network Security Cameras	2	25,000	25,000	25,000	25,000		100,000	Hardware/Software to bring ALL video into central system.
		Upgrades/replacement	3	35,000	25,000		50,000	25,000	135,000	Infrastructure for network operations
		Replacement of Virtual Servers	5	50,000	25,000		25,000	50,000	150,000	Equipment replacement due to age of hardware
		Cloud Base Storage for App	7	10,000	10,000	10,000	10,000	10,000	50,000	Start moving applications to Cloud/storage
	IT	Total		285,000	155,000	85,000	125,000	100,000	750,000	
	Warehouse	Total		0	0	0	0	0	0	
	Warehouse	Total		0	0	0	0	0	0	
	Municipal Building	Total		0	0	0	0	0	0	
	Municipal Building	Total		0	0	0	0	0	0	

CIP 2023-2024.xls

2/7/2023

General Fund  
CIP

Fund	Department	Project Name	Rank	2023-24	2024-25	2025-26	2026-27	2027-28	Total	Description
	Planning	Wayfinding		50,000					50,000	Continue Wayfinding Sign Project
	Planning	Total		50,000	0	0	0	0	50,000	
	Building Insp.									
	Building Insp.	Total		0	0	0	0	0	0	
	Waterfront Docks	Dock Repairs	1	40,000	40,000				80,000	Repair existing docks
	Waterfront Docks	Total		40,000	40,000	0	0	0	80,000	
	Library	Library Parking Lot	1	140,000					140,000	Repave and level parking lot. Create entrance on Hwy 17 and close unused entrances. Connect staff parking to main lot.
	Library	Library Expansion	1	100,000	100,000	100,000	100,000	100,000	500,000	Expansion fund for Brown Library
	Library	Total		240,000	100,000	100,000	100,000	100,000	640,000	
	Civic Center	Hardwood floor resurfacing	1	25,000					25,000	Replace broken/open boards and resurface floor to increase safety and preserve the structure. Resurface stage floor to match the ballroom.
		Stage curtain replacement	4		40,000				40,000	Replace ripped and stained stage curtains that are 11+ years old.
		Lighting replacements	5		5,000				5,000	Replace all fluorescent lighting with LED lighting to save on energy costs.
		Table and chair replacements	3		15,000				15,000	Replace broken and worn chairs and tables that we use for our rentals that are 11+ years old.
	Civic Center	Total		25,000	60,000	0	0	0	85,000	
	Recreation B&G	Soccer Lights (8 fields)		902,000					902,000	Musco Lighting - Add light fixtures on all 8 soccer fields. NC Inspector and local elevator company have advised us to begin preparing to replace elevator. Replacement parts are becoming less and less available. During a power outage, the elevator cuts off and blows a fuse.
		Peterson Bldg Elevator		145,851					145,851	Bins for playground mulch, infield mix, sand and flowerbed mulch. Purchasing in bulk is much cheaper.
		Mulch Bins (4)		26,000					26,000	Capable of mowing a 30 degree slope (safely).
		Ventrac		30,000					30,000	Additionally help with edging the sidewalks within the City. Pick up leaves with leaf attachment
		Ph 3 of Boardwalk		700,000					700,000	Final phase of boardwalk. Apply for CAMA funds.
		Replace Havens Gardens Shelters (Playground Side/Bridge)		129,000					129,000	Overall construction of shelters are deteriorating. The lumber is rotting and small repairs are becoming harder to do.
		Splash Park (7th Street)		420,786					420,786	Provide an alternative to the swimming pool for families and community members. Add on package for the Aquatic Center to increase revenues.
		9801 Vehicle Replacement		35,000					35,000	Vehicle has 120,000 miles (includes a 5% increase)
		Runyon Creek Boardwalk			325,000				325,000	Connect the kayak launch to the Havens Gardens park side. Apply for CAMA funds
		Shade Structures Field #1, 3, 5			75,000				75,000	Add shade structures over the bleachers
		Shade Structures Field #2, 4, 6				75,000			75,000	

CIP 2023-2024.xls

Electric Fund  
CIP

2/7/2023

\$ are thousand									
Fund	Department	Project Name	Rank	2023-24	2024-25	2025-26	2026-27	2027-28	Total
		Vehicle #658 - Jeep Liberty 4X4							0
		Vehicle #659 - 1/4 Ton Pickup							0
	Substation / Load Management Vehicles								0
		Vehicle #651 - 1/2 Ton Pickup							0
		Vehicle #656 - 1/2 Ton Pickup							0
		Vehicle #657 - 1/2 Ton Pickup							0
		Vehicle #659 - 1/2 Ton Pickup							0
		Vehicle #680- 1/2 Ton Pickup							0
		Vehicle #681 - Ford F350 W/Service Body							0
	T&D Vehicles	Vehicle #601 - 2 Ton Truck - Construction Body							0
		Vehicle #609 - 2 Ton Truck							0
		Vehicle #621 - 2 Ton Truck - Construction Body			90				90
		Vehicle #619 - 2 Ton Truck - Construction Body							0
		Vehicle #615 - 1/2 Ton Pickup							0
	T&D Equipment	Kubota UTV & Sprayer							0
		Pole Trailer							0
		Vehicle #602 - Line Truck							0
		Vehicle #603 - Line Truck							0
		Vehicle #606 Knuckle Boom							0
		Vehicle #604 Knuckle Boom							0
		Vehicle #605 Knuckle Boom							0
		Vehicle #607 - Bucket Truck							0
		Vehicle #608 - Dump Body							0
		Vehicle #610 - Trencher							0
		Vehicle #612 - Case Mowing Tractor							0
		Vehicle #617 - Line Truck							0
		Vehicle #616 - Bucket Truck (tandem axle)							0
		Vehicle #618 - Bucket Truck							0
		Vehicle #623 - Tractor							0
		Vehicle #682 - Bucket Truck				350			350
		Vehicle #613 - Trencher							0
		Wire Tensioner & Puller							0

CIP 2023-2024.xls

2/7/2023

Electric Fund  
CIP

		\$ are thousand									
Fund	Department	Project Name	Rank	2023-24	2024-25	2025-26	2026-27	2027-28	Total		
Electric	Distribution / Transmission	15th St. Upgrade		360					360		
		Hwy 17 Sub Tie									
		Multiphase Mkt to Slatestone Tie		288		403			403		
		Hwy 171 Multiphase		314					288		
		Legget Rd Tie		159					314		
		Multiphase Asbury Church Rd & River Rd Refeed		2,160					159		
		Free Union Church Tie			1,128				2,160		
		Rosedale Rebuild URD			1,200				1,128		
		Runyon Hills URD (engineering)							1,200		
		Beaufort County Community College		200					0		
		Pamlico Village (engineering)		75					200		
		Downtown Translosure Replacements		100					75		
		River Road Swamp Rebuild (engineering)		50					100		
		Hwy 264 34 kV Rebuild			504				50		
		TR-1							504		
Substation		W 5 th St 34 kV Rebuild. Clark Neck to Industrial Pk				924			924		
		Hamilton Beach 34 kV Tap for Hwy 17 Sub.			385						
		TR-3							385		
		W 5th St 34 kV Rebuild. Plymouth to E 9th St		1,000					1,000		
		TR-4									
		Distribution Reclosers		70	70				140		
		Main Substation Transformer Upgrade		1,000	2,000				3,000		
		MIN-4									
		Main Sub Feeder Upgrades and regulators			484				484		
		Substation Reclosers		50	50				100		
		IND-1									
		Industrial Park Substation						2,500	2,500		
		Highway 17 Substation				2,500			2,500		
		Substation 15 & 35 kV Regulators		75	75				150		
		Substation 34 kV Breaker Replacement		100					100		
Miscellaneous		Advanced Meter Infrastructure		2,000	2,000	2,000			6,000		
		Load Management Switches		50		50			100		
		Electric Metering Equipment		50	50	50			150		
		Electric Meter Test Board Replacement							0		
		Peak Shaving Generator Overhaul/Replacement		100	100	100			300		
		Street/Area Light Replacement with LEDs		25	25	25			75		
		Vehicle #624 - SUV							0		
		Vehicle #622 - SUV							0		
		Vehicle #614 - SUV							0		
		Vehicle #620 - 1/4 Ton Pickup							0		
		Vehicle #652 - Ford F250 4X4 W/Service Body		40					40		
		Vehicle #653 - SUV							0		
		Vehicle #655 - SUV							0		
		Vehicle #656 - 1/4 Ton Pickup							0		
Administration Vehicles											
Meter Shop Vehicles											

CIP 2023-2024.xls

2/1/2023

Airport Fund  
CIP

Fund	Department	Project Name	Rank	2023-24	2024-25	2025-26	2026-27	2027-28	Total	Description
037-4530	Airport	Purchase tractor cutting fields	1	100,000					100,000	Purchase tractor to pull baling mower to cut 400 acres of airport grassy infield
037-4530	Airport	Airport Truck 4x4	2	65,000					65,000	Replace 2010 Ford F-150, Vehicle #490
606-8290	Airport	Storm Drain Project	3	1,936,345					1,936,345	Construction-Storm Drain Project (NPE 10% matching)
606-8290	Airport	Instrument Landing System	4	500,000					500,000	Contraction/Engineering- Instrument Landing System
606-8290	Airport	Runway & Taxiway Lighting	5	1,840,000					1,840,000	Construction/Engineering- Runway & Taxiway Lighting
606-8290	Airport	Medivac Hangar	6	1,700,000					1,700,000	Construction/Engineering- New 80x80 Medivac Hangar
606-8290	Airport	Taxiway into Jet Park	7	4,173,000					4,173,000	Construction/Engineering- Taxiway into Jet Hangar Park
606-8290	Airport	Roads, sewer, water, elect	8	1,427,000					1,427,000	Construction/Engineering- Roads, sewer, water, electric
606-8290	Airport	Jet Center & Office Complex	9	6,300,000					6,300,000	Construction/Engineering- New 200x100 Hangar
606-8290	Airport	Drone Smart Airport	10	500,000					500,000	Purchase/Installation of Drone Smart Safety Systems
606-8290	Airport	Facility	11	800,000					800,000	Installation of High Speed Data Infrastructure & Facility
		<b>Total</b>		<b>19,341,345</b>	-	-	-	-	<b>19,341,345</b>	
									<b>19,341,345</b>	

CIP 2023-2024.xls

2/7/2023

[illegible]

2/7/2023

Public Works  
CIP

032-8230	Upfit US 17 Lift Station	14	-	-	-	-	-	-	-	90,000	-	-	-	-	-	90,000	Upgrade pumps, motors and controls and setting.
032-8230	US 17 Lift Station	15	-	-	-	-	-	-	-	250,000	-	-	-	-	-	250,000	Replace masonry joints on building due to cracking and setting.
032-8230	Upfit 4th & Kinston Lift Station	16	-	-	-	-	-	-	-	-	-	-	-	90,000	-	90,000	Upgrade pumps, motors and controls
032-8230	Vehicle Replacement - 412	17	-	-	-	-	-	-	-	-	-	-	-	-	65,000	65,000	Replace Equipment - 412, 2020 Ford F350
032-8230	Upfit Pontiac Drive Lift Station	18	-	-	-	-	-	-	-	-	-	-	-	-	-	75,000	Upgrade pumps, motors and controls
	<b>Total</b>		<b>4,656,800</b>	<b>2,505,000</b>	<b>17,175,000</b>	<b>630,000</b>	<b>1,155,000</b>	<b>625,000</b>	<b>465,000</b>	<b>940,000</b>	<b>340,000</b>	<b>680,000</b>	<b>465,000</b>	<b>28,611,800</b>			
<b>Sewer</b>																	
<b>Stormwater</b>																	
034-5710	Drainage Improvements	1	220,000	220,000	242,000	242,000	242,000	242,000	-	-	-	-	-	-	-	1,165,000	Ditch work and pipe repairs in various locations
034-5710	Kinston Creek Drainage	2	400,000	-	-	-	-	-	-	-	-	-	-	-	-	400,000	Improve drainage in the Kinston Creek area
034-5710	Vehicle Replacement - 549	3	40,000	-	-	-	-	-	-	-	-	-	-	-	-	40,000	Replace Vehicle - 549, 2009 Ford Ranger
034-5710	Slip Line Pipe 720 Ft - Dimock Rd	4	-	180,000	-	-	-	-	-	-	-	-	-	-	-	180,000	Slip Line Pipe 720 Ft - Dimock Rd
034-5710	Equipment Replacement - 470	5	-	40,000	-	-	-	-	-	-	-	-	-	-	-	40,000	Replace Equipment - 470, 2005 John Deere Utility Tractor
034-5710	Vehicle Replacement - 457	6	-	70,000	-	-	-	-	-	-	-	-	-	-	-	70,000	Replace Vehicle - 457, 2013 Ford F-250 Crew Cab work truck.
034-5710	Brown/Simmons Street Area Improvements	7	-	8,000,000	-	-	-	-	-	-	-	-	-	-	-	8,000,000	Brown Street, Simmons Street Drainage Improvements
034-5710	Trash Removal Jacks Creek	8	-	1,800,000	-	-	-	-	-	-	-	-	-	-	-	1,800,000	Automatic Bar Screens Jacks Creek Pump Station
034-5710	Generator Jacks Creek	9	-	-	750,000	-	-	-	-	-	-	-	-	-	-	750,000	650 KW Generator Jacks Creek Stormwater Pump Station
034-5710	Slip Line Pipe 6,000 Ft - W 13th St to Summit St	10	-	-	1,500,000	-	-	-	-	-	-	-	-	-	-	1,500,000	Slip Line Pipe 6,000 Ft - W 13th St to Summit St
034-5710	Upstream Improvements Jacks Creek	11	-	-	-	8,200,000	-	-	-	-	-	-	-	-	-	8,200,000	Phase 2 Stormwater Improvements, Jacks Creek Basin
034-5710	Dredge and Widen Jacks Creek	12	-	-	-	-	3,000,000	-	-	-	-	-	-	-	-	3,000,000	Dredge and widen Jacks Creek from 7th St to pump station for more storage capacity.
	<b>Total</b>		<b>660,000</b>	<b>10,310,000</b>	<b>2,492,000</b>	<b>8,442,000</b>	<b>3,242,000</b>	<b>0</b>	<b>25,146,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Sanitation</b>																	
038-4710	New Equipment	1	-	175,000	-	-	-	-	-	-	-	-	-	-	-	175,000	Knuckle Boom Truck Loader
038-4710	New Vehicle - Rear Loader	2	-	200,000	-	-	-	-	-	-	-	-	-	-	-	200,000	New Rear Loader Trash Truck - To service new developments within the City of Washington.
038-4710	Vehicle Replacement - 487	3	-	-	275,000	-	-	-	-	-	-	-	-	-	-	275,000	Replace Equipment - 487, 2004 Mack Front Loader Trash Truck
038-4710	Vehicle Replacement - 483	4	-	-	-	200,000	-	-	-	-	-	-	-	-	-	200,000	Replace Equipment - 483, 2014 Freightliner Rear Loader Trash Truck
038-4710	Equipment Replacement - 4083	5	-	-	-	-	32,000	-	-	-	-	-	-	-	-	32,000	Replace Equipment - 4083, 2014 ODB Leaf Machine
038-4710	Equipment Replacement - 4084	6	-	-	-	-	32,000	-	-	-	-	-	-	-	-	32,000	Replace Equipment - 4084, 2014 ODB Leaf Machine
	<b>Total</b>		<b>-</b>	<b>375,000</b>	<b>275,000</b>	<b>200,000</b>	<b>64,000</b>	<b>0</b>	<b>914,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Community</b>																	
039-4740	Repairs to House / Office	1	30,000	-	-	-	-	-	-	-	-	-	-	-	-	30,000	Paint Exterior, Replace Rotted Wood, Paint and Seal, Roof, Replace 2 Porches, Repair/Replace Eaves
039-4740	Replace tractor/backhoe - 521	2	-	-	50,000	-	-	-	-	-	-	-	-	-	-	50,000	Replace Equipment - 521 - Existing backhoe. Current unit is experiencing mechanical issues and is undersized for work required.
039-4740	Vehicle Replacement - 510	3	-	-	-	50,000	-	-	-	-	-	-	-	-	-	50,000	Replace Vehicle - 510 - 2016 Ford F-150

[illegible]

Fund	Department	Project Name	Rank	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-2030	2030-2031	2031-2032	2032-2033	Total	Description
Water															
030 Fund															
030-7250															
		Water Interface Replacement (AMI)	1	1,500,000	1,500,000	-	-	-	-	-	-	-	-	3,000,000	Water interface Replacement (AMI). 30% of water meters are read manually.
030-8100															
		Softener and Filter Rehab													
		Replace existing Remote Terminal Unit (RTU)	1	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	145,000	1,450,000	Replace coating and media inside 16 vessels. Replace existing 30 yr. old RTU. Technology is obsolete and system needs upgrading.
		Relocation of Backflows	2	30,000	-	-	-	-	-	-	-	-	-	30,000	Relocate and Replace 2 Backflows at Plant.
		Additional Waste Holding Basin	3	150,000	-	-	-	-	-	-	-	-	-	150,000	Additional storage and compliance.
		Replace Trays in Aerator #2	4	-	3,000,000	-	-	-	-	-	-	-	-	3,000,000	Replace trays, which have collapsed in aerator.
		In-plant SCADA	5	-	115,000	-	-	-	-	-	-	-	-	115,000	Upgrade plant SCADA for more efficient operations.
		Actuator Replacement	6	-	-	200,000	-	-	-	-	-	-	-	200,000	Replace Actuators on Softeners and filters.
		Vehicle Replacement - 552	7	-	-	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	600,000	Replace Equipment - 552, 2014 Dodge Journey.
		Vehicle Replacement - 550	8	-	-	40,000	-	-	-	-	-	-	-	40,000	Replace Equipment - 550, 2015 Dodge Durango.
		Potassium Permanganate Feed	9	-	-	45,000	-	-	-	-	-	-	-	45,000	This is the original feed system installed in 1993. No backups.
		Vehicle Replacement - 554	10	-	-	-	75,000	-	-	-	-	-	-	75,000	Replace Equipment - 554, 2016 Nissan SV200.
		Run Fiber to Plant and Wells	11	-	-	-	40,000	-	-	-	-	-	-	40,000	Increase Communication System at Plant and Wells.
		Resurface Driveways at Plant	12	-	-	-	290,000	-	-	-	-	-	-	290,000	Resurface main driveways at Plant.
		Waste Holding#2 Rehab	13	-	-	-	-	90,000	-	-	-	-	-	90,000	Unit is in a saltwater environment constantly. Unit has currently been in service 20 years.
		Drives for High Service Pumps	14	-	-	-	-	190,000	-	-	-	-	-	190,000	3 drives are currently 20+ years old.
		Replace Backwash Pump	15	-	-	-	-	90,000	-	-	-	-	-	90,000	This is the original pump installed in 1993. No backups.
		Replace Filter Feed Pumps 1-3	16	-	-	-	-	100,000	-	-	-	-	-	100,000	Current pumps have been in service 25+ years.
		Well Uplift (1.2.586)	17	-	-	-	-	-	90,000	-	-	-	-	90,000	Increase capacity to 1,000 gpm at 4 locations.
		Additional Wells (4)	18	-	-	-	-	-	600,000	-	-	-	-	600,000	Add 4 new raw water wells as demand increases.
		Replace Bulk Salt Tanks	19	-	-	-	-	-	-	6,000,000	-	-	-	6,000,000	Replace Existing Bulk Salt Tanks due to Age.
		Add Generator at Well 4	20	-	-	-	-	-	-	-	575,000	-	-	575,000	Add Permanent Generator at Well.
		Equipment Replacement - 553	21	-	-	-	-	-	-	-	115,000	-	-	115,000	Replace Equipment - 553, 2019 Kubota Tractor.
		Vehicle Replacement - 418	22	-	-	-	-	-	-	-	-	75,000	-	75,000	Replace Vehicle - 418, 2019 Ford F-150
		Fire Hydrant Painting and Marking	1	-	-	-	-	-	-	60,000	-	-	-	60,000	Fire Hydrant Painting and Marking.
		Vehicle Replacement - 411	2	-	-	-	-	-	-	-	160,000	-	-	160,000	Replace Vehicle 400, 2020 Ford F-250
		Vehicle Replacement - 410	3	-	-	-	-	-	-	-	60,000	-	-	60,000	Replace Vehicle 410, 2020 Ford F-150
		Vehicle Replacement - 416	4	-	-	-	-	-	-	-	60,000	-	-	60,000	Replace Vehicle 416, 2021 Ford F-150
		Replace 2nd Waterline - W 11th St to Trade St.	5	-	-	-	-	-	-	-	-	-	-	-	Replace 2nd Water Line and Header - W 11th St to Trade St.
		Replace Airslide valves	1	-	150,000	-	-	-	-	-	-	-	-	150,000	Replace airslide valves on 2 elevated tanks.
		Quail Ridge Waterline Replacement	2	-	-	-	100,000	-	-	-	-	-	-	100,000	Replace 1,500' of 6" Abasco Cement Waterline & renew services.
		3rd St Elevated Tank	3	-	-	-	500,000	-	-	-	-	-	-	500,000	Tank is 90+ years old.
		Replace Equipment - 420	4	-	-	-	-	-	-	-	3,000,000	-	-	3,000,000	Replace equipment - 420, 2020 Caterpillar
			5	-	-	-	-	-	-	-	120,000	-	-	120,000	
Water		Total		1,825,000	4,910,000	505,000	1,225,000	590,000	410,000	6,880,000	4,195,000	395,000	295,000	21,230,000	
032 Fund	Sewer														

2/17/2023

General Fund  
CIP

Fund	Department	Project Name	Rank	2023-24	2024-25	2025-26	2026-27	2027-28	Total	Description
		"Band Field" by BARC turn into practice soccer fields				38,000			38,000	Provide viable practice fields for youth and adults. Additional space will give Complex field opportunity to repair.
		Expand Concession Stand Shelter Playground/Park - West side of town				30,000			30,000	Extend shelter. Provide additional shade and allow for additional picnic tables.
							200,000		200,000	Installation of new playground on the West side of town. Log and grade area at Susiegray McConnell Sports Complex to install a new adult softball field with lighting and fencing.
		Adult Softball Field			425,000				425,000	
		Complex Pave Parking Lot						300,000	300,000	Remove railroad ties, increase parking spaces with paving and striping.
	Recreation	Total		2,389,637	825,000	143,000	200,000	300,000	3,856,637	
General	Grand Total			3,569,637	2,263,000	1,187,000	3,085,000	1,526,000	11,630,637	

Mr. Russell noted the CIP will be discussed in depth during the budget process.

\*splash park location says should say 7<sup>th</sup> street

\*stormwater \$400,000 – Kinston Street drainage project (This is Tracy Mayo's project)

**ANY OTHER ITEMS FROM CITY MANAGER:**

**REPORT – MARKET COMPARISON UPDATE FOR THE CITY'S SALARY SCHEDULE**

Mr. Russell stated we have initiated the market comparison update and updates will be provided to Council as they become available.

**REMINDER – COMPREHENSIVE/CAMA LAND USE PLAN WORKSHOP & Budget GOAL SETTING SESSION FEBRUARY 16, 2023 AT 10:30AM**

Mr. Russell noted Xelevate wants to execute a lease for office space at the airport for \$500 per month. Council, by consensus authorized the City Manager to execute the agreement and bring back for ratification in March.

\*Comprehensive/CAMA Land Use Plan Workshop & Budget Goal Setting Session  
February 16, 2023 - 10:30am

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

**REPORT – HWY 17/64 ASSOCIATION & MID-EAST COMMISSION**  
***(COUNCILMEMBER PITT)***

Councilmember Pitt provided a brief report on the recent meetings of the HWY 17/64 Association as well as the Mid-East Commission.

**CLOSED SESSION:** NONE

**ADJOURN:**

By motion of Councilmember Roberson, seconded by Mayor Pro tem Brooks, Council adjourned the meeting at 6:40pm until February 16, 2023 at 10:30am in the City Council Chambers for the Comprehensive/CAMA Land Use Plan Workshop and Goal Setting Session

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC  
City Clerk

The Washington City Council met in a work session on Thursday, February 16, 2023 at 10:30am in City Council Chambers at the Municipal Building. Present: Donald Sadler, Mayor; Richard Brooks, Mayor Pro tem; Bobby Roberson, Councilmember; Lou Hodges, Councilmember; William Pitt, Councilmember; and Mike Renn, Councilmember. Also present: Jonathan Russell, City Manager; Mike Dail, Director of Community & Cultural Services; Holli Tetterton, Administrative Support Specialist for Development Services.

Mayor Sadler called the meeting to order.

### STEWART ENGINEERING, INC

Stewart consultant Jay McLeod, Planning Manager, reviewed the proposed Comprehensive & CAMA Land Use Plan update and schedule with City Council.

### Washington NC Land Use Plan Update Steering Committee Review Meeting

Meeting Information

Date: 02/16/2023

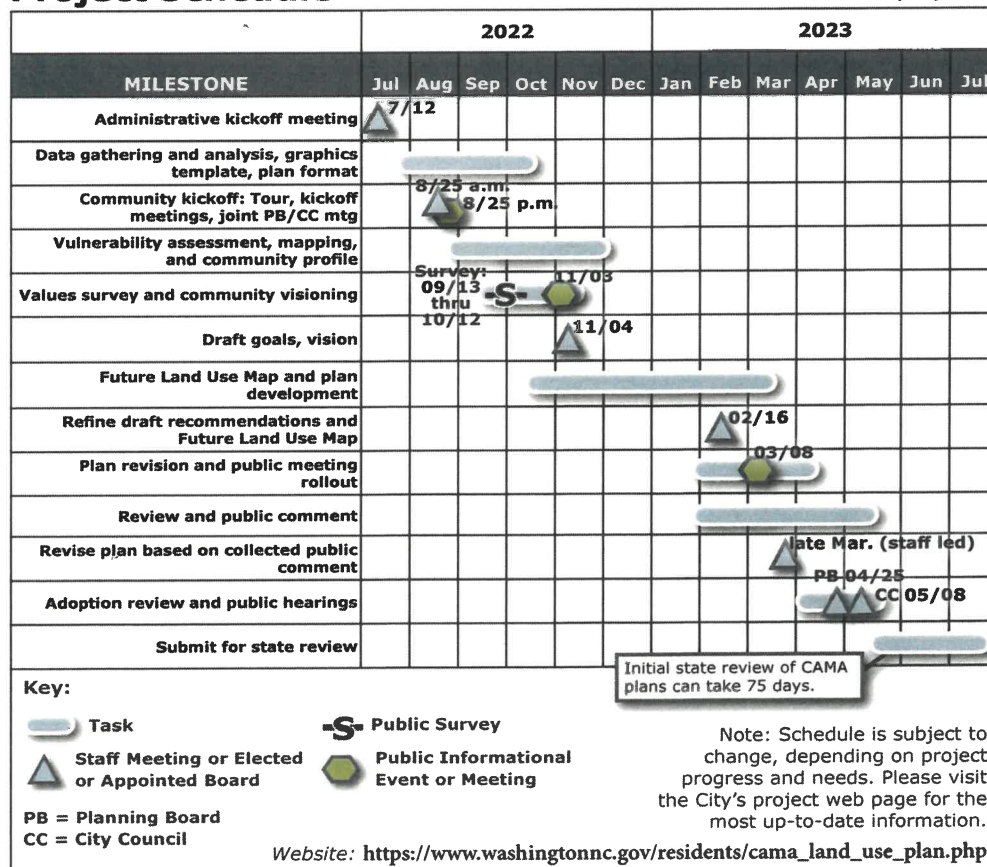
Time: 10:30 am Location: City Hall

Agenda

- 1) Status/Schedule Recap

### Project Schedule

Version: 02/14/2023



- 2) Review and Discuss
  - a) Plan Recommendations
  - b) Future Land Use Character Areas
  - c) Future Land Use Map
    - City Council reviewed and discussed all the material and made recommendations for changes to be made.
- 3) Plan Title Preference



- City Council decided on the title “One Washington.”
- 4) Conclude

**GOAL SETTING SESSION**

- City Manager, Jonathan Russell presented the following 4 items as major areas to work towards:
    1. Stormwater Upgrades
    2. Housing
    3. Economic Development
    4. Water & Sewer Upgrades
  - City Council agreed with setting goals to work towards these improvements
  - Other goals discussed were:
    1. Continuing Parks & Rec Improvements
    2. Continuing Sidewalk/Pedestrian Safety/Bike Safety/ADA Compliance Improvements
    3. Continuing Street Pavement Improvements
    4. Continue with Street Scape Phase II
    5. Continue with Boardwalk Phase III
  - City Council will continue their goal-setting discussions in upcoming budget workshops.
- 

**ADJOURN:**

There being no other business, this meeting was adjourned until March 13, 2023 at 5:30 pm in the City Council Chambers.

s/Holli Tetterton  
Administrative Support Specialist  
Development Services



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Kristi Roberson, Parks & Recreation Director  
**Date:** March 13, 2023  
**Subject:** Authorize the Manager to sign the grant pre-application for the Public Access Grant from DCM to complete the Washington Wetlands Boardwalk Reconstruction Phase III  
**Applicant Presentation:** N/A  
**Staff Presentation:** Kristi Roberson

### **RECOMMENDATION:**

I move that City Council authorize the Manager to sign the Public Beach and Coastal Waterfront Access Grant pre-application to complete Phase III of the Washington Wetlands Boardwalk Reconstruction.

### **BACKGROUND AND FINDINGS:**

The Division of Coastal Management awards about \$1 million a year in matching grants to local governments for projects to improved pedestrian access to the state's beaches and waterways. Local governments may use access grants to construct public access facilities, including parking areas, restrooms, dune crossovers and piers. Projects range in size from small, local access areas to regional access sites with amenities such as large parking lots, bathrooms, and picnic shelters. Towns and counties also may use the grant to replace aging access facilities. In addition, local governments can use the funds to help acquire land for access sites or to revitalize urban waterfronts.

Grants for improvements to existing sites for Tier 1 counties and their municipalities, the match is 10%. Our department is asking for \$350,000 in this year's CIP to complete this project.

### **PREVIOUS LEGISLATIVE ACTION**

The City has been awarded \$630,560, with a cash match of \$450,000 in the last two grant cycles.

### **FISCAL IMPACT**

☐ Currently Budgeted (Account 10-40-6130-7400) ☒ Requires additional appropriation ☐ No Fiscal Impact

### **SUPPORTING DOCUMENTS**



RATIFY  
lease

## REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council  
From: Cynthia S. Bennett, City Clerk  
Date: March 13, 2023  
Subject: Appointment to Washington-Warren Airport Authority  
Applicant Presentation: N/A  
Staff Presentation: N/A

### RECOMMENDATION:

(Mike Renn - Liaison)

I move that the City Council appoint \_\_\_\_\_ to the Washington-Warren Airport Authority to fill a VACANT un-expired position. Term to expire June 30, 2024.

### BACKGROUND AND FINDINGS:

Replace

### PREVIOUS LEGISLATIVE ACTION

N/A

### FISCAL IMPACT

\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_ Requires additional appropriation ☒ No Fiscal Impact

### SUPPORTING DOCUMENTS

Board Applications

**NORTH CAROLINA  
BEAUFORT COUNTY**

**TERMINAL BUILDING ANNEX (SECOND STORY) LEASE AND  
FIXED BASE OPERATION – DRONE RELATED BUSINESS - AGREEMENT**

**THIS TERMINAL BUILDING ANNEX (SECOND STORY) LEASE AND FIXED BASE OPERATION – DRONE RELATED BUSINESS - AGREEMENT** (“Agreement”) is made, entered into and executed in duplicate originals as of the 1st day of February, 2023, by and between the **CITY OF WASHINGTON**, a body politic and corporate under Chapter 160A of the North Carolina General Statutes having a mailing address of P.O. Box 1988, Washington, North Carolina, 27889, (“Lessor”) and **XELEVATE, LLC**, a Virginia limited liability company authorized to do business in the State of North Carolina having a mailing address of 140B Purcellville Gateway Drive #126, Purcellville, VA 20132, (“Operator”).

**W I T N E S S E T H**

**WHEREAS**, Lessor is the owner of the Washington-Warren Airport (“Airport”), with improvements thereon, which is located in Washington Township, Beaufort County, North Carolina and desires to contract with Operator to lease certain portions of said Airport and authorize Operator to provide a certain fixed base operation at the Airport.

**WHEREAS**, Operator desires to lease certain portions of said Airport and provide a certain fixed base operation at the Airport. More specifically, Operator intends to conduct a drone related business, monitor drone activity as well as wind conditions from the premises, and utilize the premises for an office as well as meeting space.

**WHEREAS**, Operator has represented that Operator is fully capable of performing the fixed base operation described in this Agreement and Lessor has relied on such representations to select Operator to perform this Agreement.

**NOW THEREFORE**, pursuant to Chapter 63 of the North Carolina General Statutes, including but not limited to North Carolina General Statute § 63-53 and other relevant statutory authority, and for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein as well as the valuable consideration paid and to be paid, Lessor does hereby demise and lease unto Operator, and Operator does hereby accept from Lessor, the second story as well as existing outside stairway dedicated to Operator for access to the second story of that certain two story building known by the parties hereto as the Terminal Building Annex (“Annex” or “premises”), as more particularly shown on Appendix A attached hereto and incorporated herein by reference for a more complete and accurate description.

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

## **SECTION I**

### **Use of Airport**

Subject to the express conditions contained in Section VII, Part C hereof, Lessor grants Operator the non-exclusive use, in common with others similarly authorized, of the Airport so long as the normal routine of Airport operations is not interfered with or made burdensome and to install, maintain, and operate radio communications, meteorological and aerial navigations and such other equipment and facilities, in, on or about the premises herein leased, as may be necessary and convenient for Operator's fixed base operation so long as all applicable city, county and governmental regulations are complied with.

## **SECTION II**

### **Acceptance, Maintenance and Use of Premises**

Operator agrees to accept the premises in the physical condition in which the same now is, understanding and acknowledging that the premises have been freshly refurbished recently. Operator further agrees to maintain the same in at least a like condition during the term of this Agreement, normal wear and tear excepted. Operator further agrees to maintain the premises in a clean, neat and orderly manner so as to promote the use of the Airport, and further agrees to abide by such reasonable requests as may be made by Lessor for the proper use and maintenance of the Airport to the end that the general welfare of the public may be promoted and served thereby, and that there not be permitted any accumulation of equipment or discarded junk or the discharge of hazardous or regulated chemicals onto the Airport. Operator further agrees to surrender the premises back to Lessor in as good a condition as the same now is, ordinary wear and tear excepted, upon termination of this Agreement.

Lessor hereby grants Operator the non-exclusive privilege to engage in, and Operator agrees to engage in, 1) a drone related business and 2) the monitoring of drone activity as well as wind conditions at or around the Airport ("Business"). Said Business shall include using the premises for office and meeting space. Notwithstanding anything herein to the contrary, the parties understand that a separate agreement will be required in order for Lessee to use the airfield. Said separate agreement shall include, at a minimum, a fee schedule and standard operating procedures. No other use of the premises will be permitted without the written consent of Lessor and this Agreement does not authorize Operator to engage in any other fixed base operation or to provide any other service, aeronautical or otherwise, to third parties. If Operator desires to engage in any other fixed base operation or to provide any other service to third parties, a separate fixed base operation agreement would be required.

Said Business shall meet any and all applicable Federal Aviation Administration ("FAA"), North Carolina Division of Aviation ("NC DOA"), and Airport Rules and Regulations requirements, as the same may be amended and all of which are incorporated herein by reference as it fully set forth. The Business shall be operated in a business like manner. In this regard, Operator shall perform its fixed base operation in a manner such that Operator serves as an ambassador of and to Lessor.

By virtue of the interest of the public in, and the efficient operation of, the Airport and the responsibility reposed in Lessor to see that such interest is protected as nearly as may be, Lessor reserves the right, during the term of this Agreement, to authorize additional operators to enter upon the Airport and use the buildings and properties situated thereon, saving and excepting therefrom the premises leased to Operator and any other areas or grounds specifically identified herein.

### **SECTION III Parking Space**

Operator and Operator's permittees may utilize such parking areas and/or parking spaces outside the fenced area as are provided by Lessor at the Airport. Lessor reserves the right for Lessor's City Manager, Airport Operations Technician or other personnel designated by the City Manager ("Lessor's designated Airport operator") to designate the specific parking areas and/or parking spaces that are to be utilized by Operator and Operator's permittees. First consideration and priority shall be given to the general public's use of such parking areas and/or parking spaces, their convenience, and their use of the Airport. Notwithstanding the foregoing, Lessee shall be provided access through the gate of the fence as may be necessary for its Business operations in the discretion of Lessor's designated Airport operator.

### **SECTION IV Right of Ingress and Egress**

Operator shall have at all times the full and free right of ingress to and egress from the premises referred to in this Agreement for Operator and Operator's permittees. Such rights also extend to persons or organizations supplying materials or furnishing services to Operator, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

### **SECTION V Term**

Subject to earlier termination as provided herein, the term of this Agreement shall be for a period of one (1) year, commencing on the 1st day of February, 2023 and ending on the 31st day of January, 2024. This Agreement shall automatically renew for additional one year terms unless either party provides notice of non-renewal at least sixty (60) days prior to the end of the then current term.

Notwithstanding the foregoing, either party hereto shall have the right and option to terminate this Agreement, without recourse from or by the other party, by giving the other party written notice of such termination at least sixty (60) days prior to such termination.

### **SECTION VI Rental**

A. Operator shall pay Lessor for the use of the premises, facilities, rights, services, and privileges granted in this Agreement the sum of \$5,940.00 annually. Said sum shall be due and

payable each year in monthly installments of \$495.00, beginning on or before February 1, 2023 and on or before the 1<sup>st</sup> day of each and every month thereafter until the termination of this Agreement.

B. The annual rental amount due hereunder shall be subject to an annual rental increase not to exceed the annual percentage increase in the Consumer Price Index (CPI- U all items) for the South Region (South-Size Class B/C) or five percent (5%), whichever is less. The readjusted annual amount due hereunder shall be applicable for the next year until the next readjustment consistent herewith.

## **SECTION VII**

### **Rights, Privileges, Obligations, and Responsibilities**

A. Lessor shall not be responsible for any maintenance or repair of the premises. In the event Operator determines that a certain maintenance or repair is needed to be performed for Operator's continued occupancy, Operator shall so inform Lessor. In the event Lessor elects not to perform such maintenance or repair, Operator may terminate this Agreement upon notice to Lessor.

B. In its use of the Airport and related facilities, Operator is granted the following specific rights and privileges.

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

C. In its use of the premises, Airport, and related facilities and in conjunction with Operator's fixed base operation, Operator accepts the following obligations and responsibilities.

(1) Operator shall operate the Business as more specifically described herein.

(2) Operator shall conduct its fixed base operation in accordance with the applicable Airport Rules and Regulations, as may be amended. Said Airport Rules and Regulations, as may be amended, are incorporated herein by reference as if fully set forth.

(3) The use, occupancy, and maintenance of the premises by Operator shall be without cost or expense to Lessor. Except as may be specifically provided for herein, it is understood and agreed that Lessor is not obligated to furnish any utility services such as electricity, water, and sewer to Operator during the period of occupancy. If Lessor operates or maintains utility services to the premises, it will continue to furnish such utility services at the request of Operator provided that Operator shall assume and pay any and all costs or charges for any meters that are necessary for measuring said service and the charges for providing such service. Operator also shall assume and pay any and all costs or charges for additional utility services furnished to or required by Operator during the term hereof, including any and all extensions or connections of such services as may be necessary or required in the operation and maintenance of the premises to any and all existing storm and sanitary sewers, water, and utility outlets and shall otherwise pay for any and all service charges incurred or used on the premises.

(4) Operator shall maintain and be responsible for all repairs to the premises and any repair to the Annex that is necessitated or caused by, in any way, Operator's use of the premises. Operator agrees, at its own expense, to cause the premises and the buildings, improvements, and appurtenances thereto to be maintained in a presentable condition and equal in appearance and character to other, similar improvements on the Airport. All of Operator's tools, machines, parts, maintenance equipment, and other property shall be stored in the premises.

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

(6) Subject to the approval of Lessor's designated Airport operator and consistency with any applicable ordinance, Operator shall be permitted to establish as well as maintain a normal company identification sign(s) on the premises and a sign(s) or other posting(s) on the Airport premises that describes Operator's services and the location of Operator's fixed base operation. Operator will not suffer or permit to be maintained upon the outside of any improvements located on the leased premises any billboards or advertising signs except as specifically provided for hereinabove.

(7) Operator will make no unlawful, improper or offensive use of the premises.

(8) Any and all activities in furtherance of Operator's Business and any and all improvements to and use of the premises or Airport shall conform to and be consistent with the then current Airport plan, the minimum standards, and the Rules and Regulations adopted for the Airport by Lessor, as may be amended.

(9) Operator, in its Business and its use of and improvements to the premises and facilities of the Airport shall not, on the grounds of race, color, sex, or national origin,

discriminate or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, as may be amended.

(10) In operating its Business as contemplated by this Agreement which may affect the overall operation of the Airport, Operator shall consult as well as coordinate with Lessor's designated Airport operator, as necessary and appropriate, and advise as well as report to Lessor's designated Airport operator, as necessary or appropriate, such compliance or other matters that come to its attention with respect to any FAA, NC DOA, USPA or other regulatory agencies.

(11) Operator shall operate its Business as contemplated by this Agreement in a reasonable, and not unjustly discriminatory, basis to all users thereof, and charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume customers and purchasers.

D. Lessor accepts the following obligations and responsibilities.

(1) It is understood by the parties hereto that the major structural and maintenance aspects of the Annex shall remain the responsibility of Lessor. Lessor's repair and maintenance obligation shall include structural repairs and replacements, including the replacement of any currently existing building parts, doors, and installations (electrical, heating and air conditioning, gas, water and sewer) that may become necessary. Notwithstanding the foregoing and as more specifically provided for hereinabove, Operator shall be responsible for any repair to the Annex that is necessitated or caused by Operator's use of the Annex.

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

F. In the event there is damage to or destruction of all or a material part of the Annex due to a calamity or an act of God, Lessor may elect, in its sole discretion and without any recourse on the part of Operator, whether to repair or replace the Annex, including second story. In the event Lessor elects not to repair or replace the Annex, including second story, this Agreement shall terminate upon Operator's receipt of Lessor's written notice without recourse from Operator.

## **SECTION VIII**

### **Taxes and Assessments**

Operator shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the

premises or any improvements or other property situated thereon, it being the mutual intention of the parties that Lessor shall not be required to pay any taxes on real or personal property by reason of permitting Operator to use the premises as herein described. Operator also agrees to indemnify Lessor against any loss or liability resulting from any and all claims or liens in connection with such taxes and assessments.

Operator shall insure and verify, if requested, that any of Operator's personal property that is located on the premises or Airport and that is required to be listed on the tax rolls of Beaufort County, North Carolina for the current year, are listed on the tax rolls of Beaufort County, North Carolina for the current year.

## **SECTION IX Maintenance and Utilities**

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

## **SECTION X Rules and Regulations**

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

Operator agrees to observe and obey the rules and regulations with respect to the Operator's Business and use of the Airport, including premises; provided, however, that such rules and regulations shall be consistent with all rules, regulations, and orders of the FAA; and provided further, that such rules and regulations shall not be inconsistent with the provisions of this Agreement or the procedures prescribed or approved from time to time by the FAA with respect to Operator's Business, or Operator's use of the Airport, including premises. Operator further agrees to indemnify and hold Lessor harmless for any and all damage of any kind arising from Operator's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Operator and Operator's permittees.

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

## **SECTION XI Subordination**

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

## **SECTION XII Indemnification**

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

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

### **SECTION XIII**

#### **Insurance**

A. Operator shall procure and maintain in force necessary commercial general liability insurance, including contractual liability, coverage for the premises and Operator's activities thereon, including those activities of Operator's permittees, in the minimum amount of \$1,000,000.00 for personal injury, death and property damage, including any environmental damage as well as the damages related to or arising from any hazardous material or product, resulting from each occurrence and \$1,000,000.00 aggregate to indemnify and hold harmless Lessor from any and all liability for claims of loss, damage, or injury to persons or property caused by, arising from, or in any way related to the use of the premises or the Airport by Operator or Operator's permittees or their respective activities on or at the Airport during the term of this Agreement. In addition, Operator shall procure and maintain in force necessary insurance coverage as follows: 1) \$1,000,000.00 – products/completed operational aggregate limit; 2) \$1,000,000.00 – personal/advertising injury aggregate limit; 3) statutory worker's compensation insurance in amounts required by law; and 4) unless exempted by applicable law, employer's liability insurance at a minimum of \$500,000.00 for bodily injury by accident each employee, \$500,000.00 for bodily injury by disease each employee, and \$500,000.00 bodily injury by disease policy limit.

All insurance shall be carried by a responsible company and shall be in a form satisfactory to Lessor. Lessor shall be furnished any and all copies of all insurance policies obtained by Operator in compliance with this requirement on or before Operator begins occupancy of the premises or operation of its Business. Operator agrees to maintain sufficient coverage on a current status and that all such insurance policies obtained by Operator in compliance with this requirement, with the exception of statutory worker's compensation or employer's liability insurance, name Lessor as additional insured and provide a thirty (30) day written notice to Lessor of termination, material change in the terms thereof or non-renewal of such policies.

B. Waiver of Subrogation. Operator releases and relieves Lessor and waives Operator's entire rights of recovery against Lessor for loss or damage arising out of or incident to any of the perils insured against under this Agreement as well as any insurance policy Operator might own, whether loss or damage is due to the negligence of Lessor or their agents, employees and/or invitees. Operator shall give notice to its insurance carriers that this waiver of subrogation is contained in this Agreement and cause the carriers to accept this waiver of subrogation, to the extent permissible by applicable law.

### **SECTION XIV**

#### **Termination and Default**

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

B. This Agreement shall be subject to termination by either party in the event of any one or more of the following events.

- (1) The abandonment of the Airport as an airport or airfield for any type, class, or category of aircraft.
- (2) Damage to or destruction of all or a material part of the premises or Airport facilities necessary for Operator's Business.
- (3) The lawful assumption by the United States, the State of North Carolina, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict substantially Operator from operating its Business for a period in excess of ninety (90) days.

C. This Agreement shall be subject to termination by Operator in the event of the following event.

- (1) The default by Lessor in the performance of any of the terms, covenants, or conditions of this Agreement and the failure of Lessor to remedy, or to undertake to remedy, such default for a period of thirty (30) days after receipt of notice from Operator to remedy the same.

D. This Agreement shall be subject to termination by Lessor as hereinafter provided in the event of any one or more of the following events.

- (1) The default by Operator in the performance of any of the terms, covenants, or conditions of this Agreement, and the failure of Operator to remedy, or undertake and diligently pursue to remedy, such default for a period of thirty (30) days after receipt of written notice from Lessor to remedy the same. Notwithstanding the foregoing, if Operator abandons the premises for any period of time or fails to make any payment of rental when due, Lessor may, at its option and without any other notice, demand, or legal proceeding, declare this Agreement void, terminate this Agreement, require Operator to vacate, enter the premises, and eject Operator therefrom or may pursue any other lawful right or remedy.
- (2) Operator has a petition filed against it for an involuntary proceeding under any applicable bankruptcy, insolvency, or similar law now or hereafter in effect and such petition shall not have been dismissed within sixty (60) days of filing.
- (3) A Court having jurisdiction shall have appointed a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of such party for any substantial portion of its property or ordered the winding up or liquidation of its affairs.
- (4) Operator files a voluntary proceeding or reorganization plan under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect; shall have made a general or other assignment for the benefit of creditors; shall have failed generally to pay its debts as they become due; or is adjudicated as bankrupt.

**SECTION XV**  
**Surrender of Possession: Title to Improvements and Repairs**

Upon termination by expiration of the original term or renewal term, as the case may be, of this Agreement or upon earlier termination under any circumstances, Operator's rights to use the premises, facilities, and services described in this Agreement shall cease; Operator shall surrender the premises in approximately the same condition as upon taking of possession, allowing for reasonable wear and tear; and Operator shall vacate the premises without unreasonable delay. Upon any such above termination, Operator shall have no further right or interest in any of the premises, Airport, or the improvements thereon. It is mutually agreed that title to any and all improvements currently situated, hereafter erected, or hereafter constructed upon the premises or Airport shall remain, revert to, or become owned and possessed, as the case may be, by Lessor upon the expiration or earlier termination of this Agreement, without any additional payment or consideration to Operator therefor, free and clear of all claims or liens through or on the part of Operator on account of any repair or improvement work. The vesting of title in Lessor at the time specified is a part of the consideration for this Agreement. Lessor shall not be liable to Operator or Operator's contractors or subcontractors for the value of such improvements currently situated on, hereafter erected, or hereafter constructed upon the premises.

**SECTION XVI**  
**Inspection by Lessor**

Lessor may enter the premises at any reasonable time for any purpose necessary or incidental to the performance of its obligations under this Agreement. Operator will provide access to the premises for inspections by Lessor. These inspections may be made at least semi-annually with a fire department official. Any discrepancies or violations must be corrected within thirty (30) days or this Agreement may be terminated.

**SECTION XVII**  
**Assignment and Subletting**

Operator shall not at any time sublease, assign, or in any manner surrender personal control of any part of the property or rights herein leased without the written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Provided, however, that the foregoing shall not prevent the assignment or subletting of such rights to any corporation with which Operator may merge or consolidate, or which may succeed to the business of Operator, or to the United States government or any agency thereof. No such assignment or subletting contemplated hereunder shall release Operator from its obligations to pay any and all of the rentals and charges set forth in this Agreement. It is recognized that the interest of all parties will be promoted and served by the increased use of the Airport facilities and it is not the intention of this provision to so restrict this use, but rather to insure that the same is accomplished with the view of serving the public interest vested in Lessor. Notwithstanding the foregoing, Lessee may sublease the premises or assign this Agreement as specifically allowed pursuant to the terms and conditions of a properly executed Xeleivate/Washington-Warren Airport Customer Agreement, which agreement, once

properly executed and entered, is incorporated herein by reference as if fully set forth without further amendment to this Agreement.

## **SECTION XVIII**

### **Notices**

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

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

TO OPERATOR:       Attn: Marcy Eisenberg  
                          Xelevate, LLC  
                          140 B Purcellville Gateway Drive #126  
                          Purcellville, VA 20132

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

## **SECTION XIX**

### **Governing Law**

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

## **SECTION XX**

### **Severability**

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

**SECTION XXI**  
**Effect of Waiver**

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

**SECTION XXII**  
**Effect of Agreement**

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

**SECTION XXIII**  
**Attorney's Fees**

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

**SECTION XXIV**  
**Entire Agreement**

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

**SECTION XXV**  
**Modification of Agreement**

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

Notwithstanding anything herein to the contrary, this Agreement shall be interpreted and, if necessary, amended, to ensure and preserve its compliance with any applicable Federal obligation. If Operator refuses to effectuate any amendment that may be required to ensure and preserve its compliance with any applicable Federal obligation, such refusal shall constitute an

event of default and this Agreement may be terminated as a result thereof upon notice from Lessor to Operator.

**SECTION XXVI**  
**Negation of Membership or Joint Venture**

Nothing contained in this Agreement shall constitute, or be construed to be or to create, a partnership or joint venture between Operator and Lessor.

**IN WITNESS WHEREOF**, each party to this Agreement has caused it to be duly and properly executed as evidenced by the authorized signatures below.

**PRE-AUDIT CERTIFICATE**

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

**CITY OF WASHINGTON**

\_\_\_\_\_  
Matt Rauschenbach,  
Chief Financial Officer

**LESSOR:**  
**CITY OF WASHINGTON**

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Cynthia S. Bennett, City Clerk

By: \_\_\_\_\_  
Jonathan Russell, City Manager  
Date: \_\_\_\_\_

**OPERATOR:**  
**XELEVATE, LLC**

By: \_\_\_\_\_  
Marcy Eisenberg, \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT

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

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for the County and State aforesaid, this day personally appeared **Marcy Eisenberg** and acknowledged that she is \_\_\_\_\_ of **XELEVATE, LLC**, and acknowledged the due execution by her of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## Appendix A





## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Mike Dail, Director Community & Cultural Services  
**Date:** March 6, 2023  
**Subject:** Waterfront Docks License and Rules Update  
**Applicant Presentation:** NA  
**Staff Presentation:** Mike Dail, Director Community & Cultural Services

### **RECOMMENDATION:**

I move that City Council adopt the attached Waterfront Docks Slip Rental License and Waterfront Docks Usage Rules and Regulations.

### **BACKGROUND AND FINDINGS:**

On February 22, 2023, the Waterfront Docks Committee approved a motion to change the Waterfront Docks Rental Lease to a License at the recommendation of the City Attorney and to update the Rules and Regulations governing the use of the City's Waterfront Docks.

### **FISCAL IMPACT**

\_\_\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_\_\_ Requires additional appropriation  X  No Fiscal Impact

### **SUPPORTING DOCUMENTS**

License, Rules and Regulations

**NORTH CAROLINA  
BEAUFORT COUNTY**

**WATERFRONT DOCKING AGREEMENT**

THIS AGREEMENT, is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Washington, North Carolina (hereinafter referred to as "Waterfront Docks") and \_\_\_\_\_ (hereinafter referred to as "Boat Owner"). For and in consideration of \$1.00 and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein as well as valuable consideration paid and to be paid, Waterfront Docks and Boat Owner agree as follows.

1. **GRANT OF LICENSE.** Waterfront Docks hereby grants to Boat Owner and Boat Owner hereby accepts from Waterfront Docks a license to use a certain portion of Waterfront Docks' piers known to Waterfront Docks as Dock \_\_\_\_\_ and Slip No. \_\_\_\_\_ (hereinafter referred to as "Slip") subject to the terms and conditions set forth herein. This license is personal to Boat Owner and Boat Owner agrees that it does not possess and shall not claim at any time an interest or estate of any kind or extent whatsoever by virtue of this license or Boat Owner's exercise or use of the same and Waterfront Docks conveys no interest in property, including but not limited to Slip, dock, or pier, to Boat Owner by this Agreement.

2. **BOAT AND OWNER IDENTIFICATION.** The boat (hereinafter referred to as "Boat") to be berthed in the Slip is described as follows.

Name of Boat: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Registration/Documentation # \_\_\_\_\_ Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Owner's Address: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Insurer: \_\_\_\_\_ Policy #: \_\_\_\_\_ Insurer's Phone: \_\_\_\_\_

The information provided above is true and accurate. Boat Owner agrees that, if any of the above information subsequently changes, Boat Owner will provide updated information to Waterfront Docks within fourteen (14) days of such change.

3. **RENTAL/TERMINATION/LATE CHARGES.** Boat Owner shall pay Waterfront Docks for the use of the Slip, as provided herein, \$ \_\_\_\_\_ per \_\_\_\_\_, payable in advance, beginning the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Agreement may be terminated by Waterfront Docks, with or without cause, upon thirty (30) days notice to Boat Owner. This Agreement may be terminated by Boat Owner, with or without cause, as long as: a) Boat Owner has complied with and is current on all obligations required of Boat Owner in this Agreement and b) Boat Owner provides thirty (30) days written notice to Waterfront Docks. Payments made by Boat Owner must be received by Waterfront Docks as stated herein at the following address: P.O. Box 1988, Washington, N.C. 27889 or such other place as Waterfront Docks may designate. Should Boat Owner leave or abandon the Slip during the term of this Agreement, Boat Owner shall forfeit any monies paid and not be entitled to any refund from Waterfront Docks. If any rent is not paid by the 15<sup>th</sup> day of the first month of each period due, Waterfront Docks shall a) be entitled to assess a late fee of 1.5% of the amount then due and, in addition to the late fee, the amount then due shall bear interest at the rate of 18% per annum or the maximum legal rate, whichever is less, from the date due until the same shall be paid and/or b) have the right to relocate the Boat from the Slip, including but not limited to placing it at anchorage, and receive reimbursement and indemnification from Boat Owner for such relocation as more specifically provided for in the attached Rules and Regulations for Washington Waterfront Docking (hereinafter referred to as "Rules") \_\_\_\_\_.

4. **CONDITION OF SLIP.** Boat Owner hereby accepts the condition of the Slip and common areas of Waterfront Docks "AS IS" and Boat Owner acknowledges that Waterfront Docks makes no express or implied warranty as to the condition of the Slip, the water, the depth of the water, the common areas or any utilities, gangways, fences, doors, locks, or any other aspect of Waterfront Docks. Boat Owner covenants to satisfy himself that the Slip and berthing space is adequate for safe berthing of his Boat. Boat Owner shall exercise due caution in occupation of the Slip and shall take good care of the Slip and, at the expiration or sooner termination of this Agreement, surrender and deliver the Slip to Washington Docks in as good condition as when received by Boat Owner from Washington Docks, reasonable wear and tear excepted. Waterfront Docks may elect to retain or dispose of in any manner Boat Owner's personal property not removed from the Slip or Waterfront Docks by Boat Owner at the expiration or termination of this Agreement. Boat Owner waives all claims against Waterfront Docks for any damage to Boat Owner resulting from Waterfront Docks' removal of Boat Owner's personal property at the expiration or termination of this Agreement. Boat Owner shall be liable to Waterfront Docks for Waterfront Docks' costs for storage, removal, or disposal of Boat Owner's personal property at prevailing rates.

5. **BAILMENT.** It is understood and agreed that this Agreement does not constitute a bailment. Except as otherwise provided herein, Boat Owner retains and has exclusive care, custody, control, and access to the Boat and its contents at all times.

6. **GENERAL RESPONSIBILITIES AND OBLIGATIONS.** Waterfront Docks' employees, in their sole discretion, may make reasonable efforts to contact Boat Owner and notify Boat Owner of dangerous conditions requiring Boat Owner's attention, but Waterfront Docks assumes no responsibility or liability for the same, including but not limited to tending mooring lines or moving boats from berths to

which they are or were assigned. Boat Owner further agrees to provide Waterfront Docks a key or combination to his Boat lock, location of motor key and written starting instructions. It is expressly agreed that Waterfront Docks shall not be liable to Boat Owner if for any reason Waterfront Docks fails to move the Boat.

7. **RATIFICATION OF ACTIONS.** Notwithstanding anything herein to the contrary and although Waterfront Docks has absolutely no obligation to do so, should Waterfront Docks enter upon the Boat or take any action to protect the Boat, which action is hereby approved and authorized by Boat Owner, including but not limited to relocating the Boat, installing mooring lines, pumping the Boat, or similar services, Boat Owner agrees to reimburse and indemnify Waterfront Docks as more specifically provided for in the attached Rules and to hold Waterfront Docks, its representatives, agents, or contractors harmless for any loss or damage to the Boat as the result of such action undertaken regardless of the action taken or circumstances giving rise to the action.

8. **USE OF SLIP.** Boat Owner shall not be entitled to berth any other boat at the Slip other than as identified above without the express written consent of Waterfront Docks. Boat Owner shall not use the Slip as rental property, a dwelling, or for any purpose other than the purposes stated herein without prior written consent of Waterfront Docks. Boat Owner shall have no interest in the Slip other than the right to use said space in accordance with the terms and conditions of this Agreement and any rules and regulations as Waterfront Docks may make respecting the use thereof.

9. **HAZARDOUS MATERIALS.** Boat Owner covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Boat Owner agrees and does hereby fully indemnify and shall hold Waterfront Docks absolutely harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which Waterfront Docks may incur or suffer by reason of any claim or liability arising from Boat Owner's noncompliance with applicable environmental laws and the terms of this paragraph. Boat Owner specifically covenants and agrees that no hazardous substances, hazardous wastes or waste by-products, pollutants or contaminants, shall be dumped in the water; any trash receptacle; or otherwise, in, on or about the Slip or Waterfront Docks' facilities, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

10. **NO ASSIGNMENT OR SUBLICENSING.** This Agreement is not transferable or assignable and runs to Boat Owner only. Boat Owner may not assign this Agreement or sublicense the Slip. In the event Boat Owner sells his Boat, Waterfront Docks shall have the right to cancel this Agreement or may transfer the Slip to the new owner, at Waterfront Docks' sole election and discretion. In the event Waterfront Docks chooses to transfer the Slip, the new owner shall be required to execute a new Waterfront Docking Agreement with Waterfront Docks as a prerequisite to such transfer.

11. **INSURANCE.** Boat Owner shall, throughout the term of this Agreement and any renewal thereof, at its own expense, keep and maintain in full force and effect general liability and protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$300,000.00. Each such policy shall list Waterfront Docks as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following notice to Waterfront Docks. Boat Owner shall deliver to Waterfront Docks certificates of insurance for all insurance policies required hereunder. Boat Owner shall, within a reasonable time prior to the expiration of any such policy, furnish Waterfront Docks with certificates of insurance evidencing renewal thereof.

12. **WAIVER OF SUBROGATION.** Boat Owner releases and relieves Waterfront Docks and waives Boat Owner's entire rights of recovery against Waterfront Docks for loss or damage arising out of or incident to any of the perils insured against under this Agreement as well as any of the perils insured against by any fire and/or extended coverage endorsement insurance policy Boat Owner might own, whether loss or damage is due to the negligence of Waterfront Docks or their agents, employees, and/or invitees. Boat Owner shall give notice to its insurance carriers that this waiver of subrogation is contained in this Agreement and cause the carriers to accept this waiver of subrogation, to the extent permissible by applicable law.

13. **UTILITIES.** Waterfront Docks shall furnish electric power and fresh water to certain piers but shall not be under any obligation to furnish the same to the Boat. Waterfront Docks reserves the right to individually meter electricity consumed by Boat Owner and to charge Boat Owner for such metered electricity. All amounts due for electricity, whether metered or not, shall be deemed additional rent due under this Agreement.

14. **CHANGES TO COMMON AREA/SLIP ASSIGNMENT.** Waterfront Docks reserves the right, without recourse to Boat Owner, to relocate and/or change any access ways, parking and similar areas, as may be necessary in Waterfront Docks' sole discretion for the efficient operation of the Waterfront Docks or for any other purpose. Waterfront Docks may permanently reassign the Boat to another slip only upon written request to and written acceptance from Boat Owner. In which case, said written request and acceptance shall serve as an amendment hereto, but only as to the slip to be licensed and shall not affect any other provision hereof unless such further revision is reduced to writing and signed by the parties hereto. Waterfront Docks reserves the right, without recourse to Boat Owner, to temporarily relocate the Boat to another location on the Waterfront, including another slip, in Waterfront Docks' sole discretion. Boat Owner shall temporarily relocate their boat as and when directed by Waterfront Docks if practical and reasonable. If Boat Owner's assistance in such temporary relocation is not practical and reasonable, Waterfront Docks is authorized to perform such temporary relocation of the Boat. The term "Slip"

as used herein shall also apply to the location or slip to which the Boat is permanently reassigned or temporarily relocated as provided for hereinabove.

15. **SECURING THE BOAT.** The Boat shall be secured in its Slip in a manner acceptable to Waterfront Docks. If Waterfront Docks secures the Boat, Waterfront Docks is entitled to reimbursement and indemnity as more specifically provided for in the attached Rules.

16. **COMMON AREAS.** This Agreement grants the Boat Owner only a license to use the Slip and non-exclusive access to piers, docks, sidewalks, parking lots and other nearby common areas that are reasonably necessary to use the Slip.

17. **RULES AND REGULATIONS.** Boat Owner shall comply with all rules and regulations of Waterfront Docks, including but not limited to the Rules, as the same may be amended from time to time, during the existence of this Agreement. Any crew or guest of the Boat Owner are the responsibility of the Boat Owner and must comply with the Rules. The current version of said Rules is attached hereto as Exhibit "A" and is incorporated herein by reference. Boat Owner acknowledges having received and read the Rules currently in effect. Waterfront Docks reserves the right to reasonably amend the Rules in its sole and absolute discretion from time to time, and Boat Owner further agrees to comply with such amended Rules. Any amended Rules shall also automatically be incorporated herein. If the Boat Owner or those under the responsibility of Boat Owner fail to comply with the Rules or otherwise cause disorder, depredations or indecorous conduct that might injure a person, cause damage to property, or harm Waterfront Docks' reputation, the same shall be cause for immediate removal of the Boat, without prejudicing Waterfront Docks' right to damages and any financial obligation of Boat Owner to Waterfront Docks.

18. **DEFAULT.** Boat Owner shall be in default under this Agreement if any of the following occur.

- a. Boat Owner becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for Boat Owner or the business of Boat Owner. In no event shall this Agreement or any rights or privileges hereunder be an asset of Boat Owner under any bankruptcy, insolvency, or reorganization proceedings.
- b. Boat Owner violates any rule or regulation of Waterfront Docks.
- c. Boat Owner violates, breaches, or fails to keep or perform any covenant, term or condition of this Agreement.

19. **NO WAIVER.** Waterfront Docks shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by Waterfront Docks. No failure or delay in the exercise of any right or remedy shall be construed as a waiver of such right or remedy, and no partial exercise of any right or remedy shall preclude the further exercise of such right or remedy.

20. **REMEDIES.** SHOULD BOAT OWNER FAIL TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, WATERFRONT DOCKS MAY INSTITUTE ANY ACTION, SUIT OR PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR TO COLLECT ANY AMOUNTS DUE HEREUNDER, AND WATERFRONT DOCKS SHALL BE ENTITLED TO REIMBURSEMENT FROM BOAT OWNER FOR ALL COSTS AND EXPENSES REASONABLY INCURRED IN ENFORCING ITS RIGHTS HEREUNDER, INCLUDING BUT NOT LIMITED TO, COLLECTION OF ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES.

21. **INDEMNIFICATION.** Boat Owner does for itself, its agents, successors, assigns, guests and invitees, hereby unconditionally release, hold harmless, and will indemnify, defend, acquit, and forever discharge the City of Washington, its respective present and former employees and elected officials, in both their individual and official capacities, agents, representatives, contractors, attorneys, insureds, successors, and assigns, and each of them, respectively, of and from all and any manner of action or actions, cause and causes of actions, claims, demands, costs, expenses, attorneys' fees, and consequential, general, special, and punitive damages or liabilities, known or unknown, on account of, or in any way related to or growing out of this Agreement, Boat Owner's operation of the Boat and/or Boat Owner's use of the Slip and waterfront docks.

22. **ILLEGAL PROVISIONS, GOVERNING LAW.** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement this the day and year first above written.

BOAT OWNER

CITY OF WASHINGTON

By: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Rules and Regulations For Washington Waterfront Docking

1. All vessels must register with the dock attendant upon arrival to the Washington Waterfront Docks ("the Waterfront"). Management ("Management") as used herein shall mean and refer to the Director of Community and Cultural Services or their designee.
2. Major repairs to such of an extent or nature as are normally performed at boat yard facilities, including but not limited to rebuilding or replacing engines and the sanding, painting, or refinishing of any portion of a boat, shall not be performed at or near a slip or the Waterfront. No other type of work may be performed at or near a slip or the Waterfront unless the boat owner obtains advance approval from Management and the contractor who intends to perform such work satisfies Management that the contractor possesses adequate insurance coverage.
3. Boat owner shall not make any alterations, additions or improvements in or to a slip, the Waterfront or to any adjacent common area without prior written approval from Management. In addition, no dock boxes, steps or any other objects may be installed or kept on the docks or piers without the written consent of Management. No flammable materials, cleaners or pollutants may be kept on the docks or piers. Shore power cables, hoses, dock lines or any other connecting apparatus between the dock and a boat owner's vessel must be kept safely clear of both the passageway on the dock or pier and clear of the fairway to adjacent slips.
4. At all times when on Waterfront property, or on any boat located therearound, boat owners shall conduct themselves so as to not violate any City Ordinance nor to create any annoyance, hazard, or nuisance at or to the Waterfront, other boat owners, their guests or other patrons of the Waterfront. Boat owners further accept responsibility for insuring like conduct by their guests, crew or any others in their company.
5. Absolutely no pollutants, including but not limited to sewage, oil, or fuel, will be dumped, pumped or allowed to run into the waters surrounding the Waterfront. All sewage shall be disposed of at a proper facility for such purpose.
6. No swimming, diving or crabbing is permitted at the Waterfront.
7. No advertising or soliciting, including "For Sale" signs, is permitted on any boat, slip, or day dock at the Waterfront without prior written consent of Management.
8. Vessels may tie to a Waterfront dock only by the cleats or pilings provided for such purpose. No vessel nor any other gear or items may be tied to any other structure, fixture or point along the Waterfront.
9. No commercial vessels may be berthed at the Waterfront and no commercial transactions shall be permitted from the Waterfront without the prior written consent of Management after receiving formal approval from the City Council. Soliciting of any kind for any purpose is prohibited without prior written consent of Management.
10. Open fires for cooking, grilling or for any reason are strictly prohibited on the piers and docks at the Waterfront. Boat owners accept liability for any open flames aboard their vessel that may, directly or indirectly, endanger other vessels, docks, piers or any other property at the Waterfront.
11. Laundry is not permitted to be hung from a vessel or the docks.
12. Pets must be leashed at all times when not aboard a vessel. No pets are allowed on the wetland boardwalk.
13. To be berthed at the Waterfront, a vessel must be registered or documented, identified, marked, equipped and maintained as required by law and safe practice. At all times, vessels berthed at the Waterfront must be in a clean, seaworthy, sanitary, fully operational condition, dry within, and regularly repaired and maintained. No vessel berthed at the Waterfront shall be an eyesore or constitute a fire, safety, sinking or pollution hazard. Any vessel considered to be unsafe; a pollution hazard; threatening to the dock structure, other vessels, or to people; inappropriately sized or shaped; or whose watertight integrity is questionable will be required to vacate the Waterfront. The determinations and related requirements described in this section and elsewhere in these Rules shall be made by Management, in Management's sole discretion.
14. Unsafe conditions or practices on the Waterfront or aboard a vessel are prohibited. Such conditions must be corrected or practices terminated or the responsible party and/or the vessel must vacate the Waterfront at the discretion and direction of Management.
15. Slips, piers, docks, and surrounding areas shall be kept clean, clear and trash free. No garbage, trash or any other materials in violation of MARPOL 73/78 regulations, as may be amended, will be thrown overboard. Shore disposal receptacles intended for that purpose will be utilized.
16. Consumption of alcoholic beverages is prohibited on the Waterfront except while aboard a vessel.
17. Management reserves the right to have raised and repaired at the owner's expense any vessel which sinks for any reason while at the Waterfront.
18. All boats must have an assigned space. Except for slips that are governed by a Waterfront Docking Agreement, assigned spaces are subject to change in Management's discretion. Additional boats, regardless of type or size, are not permitted to be placed on the walkways, docks, or finger piers or tied along side another boat or placed on shore. Rafting will only be allowed in conjunction with special events authorized by Management.
19. Refueling any vessel by any means (including portable gas cans) is prohibited at the Waterfront unless consented to by Management and approved by the Fire Marshal. See Section 2210.4 of the Fire Code, as may be amended.
20. Boat owners shall, in times of unusual, predictable water surges, such as a tropical depression or hurricane, move their boats from the Waterfront, including slips, within a reasonable period of time after the Pamlico Sound area is given a NOAA Weather Warning Condition. If a boat owner fails or refuses to remove their boat within said reasonable period of time, Management shall have the right, but not the obligation, to relocate a boat and the owner of any boat that is relocated shall reimburse and indemnify the City as more specifically provided for herein and not hold the City, its representatives, agents, or contractors liable or responsible for damages done to a boat during relocation, subsequent mooring, or anchorage; during a storm; or any incident thereafter \_\_\_\_\_. Should conditions prohibit any movement of a boat from the Waterfront, including a slip, boat owners assume all liability for any damages suffered to the property, pier, or other facilities of the City. In addition to all of the other liabilities and obligations of boat owners to the City set forth in these Rules and Regulations and any Waterfront Docking Agreement that may be applicable, boat owners shall pay the City for any and all damages suffered by the City as a result of any damage caused by a boat owner or their boat to the City's property, including but not limited to the Waterfront, slip, docks, pilings, bulkhead, utility lines, and any other real or personal property in which the City has an interest. As used herein, damages include all damages which the City may suffer, including but not limited to property damage, business interruption damage, loss of rentals, personal injury, and any other damages, including incidental and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or incurred in whole or in part by the negligence of the City or its agents, representatives, employees, invitees, partners, or any other person, firm or entity.
21. Unless permitted by prior, written consent of Management, vessels may be utilized for overnight accommodation by an owner of the vessel or a member of an owner's immediate family only. No other person may utilize a vessel for overnight accommodation unless they are accompanied by an owner of the vessel or a member of an owner's immediate family. No vessel may be rented for any period of time without authorization from City Council and a written agreement with Management.
22. If the owner of a vessel tied to the Waterfront cannot be determined or if the owner refuses to sign a registration form, transient dockage fees will immediately and automatically be applied and shall be assessed in the event the owner is identified. Non-payment of such fees within 90 days will cause the vessel to be declared "abandoned".
23. Any action, including but not limited to relocation of a boat, installing mooring lines, pumping a boat, or similar services, concerning a boat deemed by Management as necessary to be taken, or otherwise authorized to be taken pursuant to these Rules or a Waterfront Docking Agreement, may be taken by Management or a third party at Management's direction. It is expressly understood that Management shall not be liable to a boat owner if for any reason Management fails to take any such action under any circumstance. Boat owners expressly indemnify and hold harmless Management from any and all claims that may arise from Management taking any action contemplated hereby. In the event Management takes any such action contemplated hereby, boat owners shall reimburse Management for the labor, materials, and related expenses associated with such action at the prevailing Management's rates or market rates, if applicable, within ten (10) days upon receipt of a bill for such expenses. In the event a third party takes any such action contemplated hereby at Management's direction, boat owners shall be responsible for and pay the cost charged by said third party within ten (10) days upon receipt of a bill for such charges. Management shall have a lien against and security interest in a boat, her appurtenances and contents, for any unpaid sums due related to said boat, including but not limited to sums arising from these Rules or a Waterfront Docking Agreement and/or sums due for damage caused by or attributable to a boat owner, a boat owner's guests, or an owner's boat to any piers or property of Management or to any other person.
24. Management reserves the right to revoke docking privileges of any person or vessel failing to comply with a directive from Management, these Rules and Regulations, or a Waterfront Docking Agreement.



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Mike Dail, Director Community & Cultural Services  
**Date:** February 28, 2023  
**Subject:** Annexation request from Poffenberger Vet Properties, LLC –  
Certificate of Sufficiency and Establish a Public Hearing Date  
**Applicant Presentation:** N/A  
**Staff Presentation:** Mike Dail, Director Community & Cultural Services

### **RECOMMENDATION:**

Accept the Certificate of Sufficiency and Adopt the Resolution Establishing a Public Hearing Date for a noncontiguous annexation petition received under NC General Statute 160A-58.

### **BACKGROUND AND FINDINGS:**

On August 13, 2020, Poffenberger Vet Properties, LLC presented a petition for annexation for a parcel of land located at 3005 John Small Avenue, Beaufort County tax parcel 5695-37-0964, containing 0.46 acres. This parcel is the site of the Pamlico Animal Hospital's building expansion. The older portion of the building is already in the City Limits.

On June 13, 2022 Council voted to direct the City Clerk to investigate the petition for sufficiency to meet the requirements for noncontiguous annexation. After the petition was investigated by the Community & Cultural Services Department on behalf of the City Clerk it was determined the petition met the sufficiency to annex when the applicant submitted their required annexation map and metes and bounds description in February of this year.

The next step in this process is for Council to accept the Certificate of Sufficiency and adopt a resolution to set a public hearing date.

### **Fiscal Impact**

\_\_\_\_\_ Currently budgeted (Account \_\_\_\_\_). \_\_\_\_\_ Requires additional appropriation X No Fiscal Impact

### **SUPPORTING DOCUMENTS**

Certificate of Sufficiency, Resolution, Application, Location Map

## CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Washington, North Carolina:

I, Cynthia Bennett, City Clerk, do hereby certify that the petition has been investigated on my behalf by the Community & Cultural Services Department and hereby make the following findings:

I further find that the area meets the standards for a noncontiguous area as specified in

G.S. 160A-58.1(b), in that:

1. The petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits.
2. The petition includes the names and addresses of all owners of real property lying in the area described therein.
3. The petition includes the signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).
4. The nearest point on the proposed satellite corporate limits is no more than three (3) miles from the primary corporate limits of the City of Washington;
5. No point on the proposed satellite corporate limits is closer to the primary corporate limits of any municipality other than the City of Washington;
6. The satellite area is so situated that the City of Washington will be able to provide the same services as are provided within its primary corporate limits;
7. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits of the City of Washington, does exceed ten percent (10%) of the area within the primary corporate limits of the City of Washington, however the municipality has received a modification to this requirement pursuant to an act of the General Assembly.

In witness whereof, I hereunto set my hand and affixed the seal of the City of Washington, this

28<sup>th</sup> day of February, 2023.



Cynthia Bennett, City Clerk

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION**  
**PURSUANT TO G.S. 160A-58.2**

WHEREAS, a petition requesting annexation of the noncontiguous area described herein has been received; and

WHEREAS, the City of Washington has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the City of Washington Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the noncontiguous area described herein will be held at city hall, 2<sup>nd</sup> floor council chambers, 102 E. Second Street, Washington, NC at 6:00pm on April 10, 2023.

Section 2. The area proposed for annexation is described as follows:

Commencing at point A1 with NC Grid Coordinates of N:658020.72, E: 2593029.21, said point being the POINT OF BEGINNING thence S79°05'12"E, a distance of 98.01' to point B1; thence S10°17'04"W, a distance of 184.67' to point C1; thence S10°16'52"W, a distance of 15.75' to point D1; thence N79°19'01"W, a distance of 100.00' to point E1; thence N09°02'26"E, a distance of 15.01' to point F1; thence N11°00'02"E, a distance of 185.81'; to the POINT OF BEGINNING; said described tract containing 0.46 Acres, more or less.

Section 3. Notice of the public hearing shall be published once in the Washington Daily Newspaper, least ten (10) days prior to the date of the public hearing.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk



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

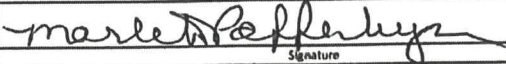
Applications are due to the City of Washington, Department of Planning and Development by 5:00 p.m. on the 15th of the month. Applicants will be heard at the following month's meeting.	<b>OFFICE USE ONLY</b>		
	Fee: \$0.00	Date Paid:	Ref No.:

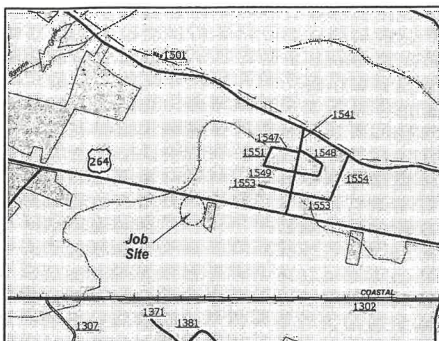
<b>APPLICANT INFORMATION:</b>			
Applicant Name: Poffenberger Vet Properties, LLC		Date of Application: 8/13/2020	
Phone No.: 252-946-2834		Alt Phone:	
Address: 3005 John Small Avenue	Washington	NC	27889
<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>

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



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

<b>TO THE CITY COUNCIL OF THE CITY OF WASHINGTON:</b>			
4)	We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)		
a)	Applicant Name: Poffenberger Vet Properties, LLC		
	Address: 3005 John Small Avenue	Washington	NC 27889
	<small>Address</small>	<small>City</small>	<small>State</small> <small>Zip Code</small>
	Do you declare vested rights? <input type="radio"/> YES OR <input checked="" type="radio"/> NO	 <small>Signature</small>	
b)	Applicant Name:		
	Address:		
	<small>Address</small>	<small>City</small>	<small>State</small> <small>Zip Code</small>
	Do you declare vested rights? <input type="radio"/> YES OR <input type="radio"/> NO	 <small>Signature</small>	
c)	Applicant Name:		
	Address:		
	<small>Address</small>	<small>City</small>	<small>State</small> <small>Zip Code</small>
	Do you declare vested rights? <input type="radio"/> YES OR <input type="radio"/> NO	 <small>Signature</small>	



Vicinity Map

US HWY 264  
Right of Way Varied  
Multi-lane Highway



- A. This plat is subject to any facts that maybe disclosed by a full and accurate title search, as well as any right of ways easements, zoning regulations and restrictive covenants of record not shown hereon.
- B. Area computed by the Method of Coordinate Geometry
- C. All distances are horizontal ground unless otherwise noted
- D. Wetlands were not defined or mapped during this survey.
- E. Underground utilities are not included in this survey.

### Special Notes

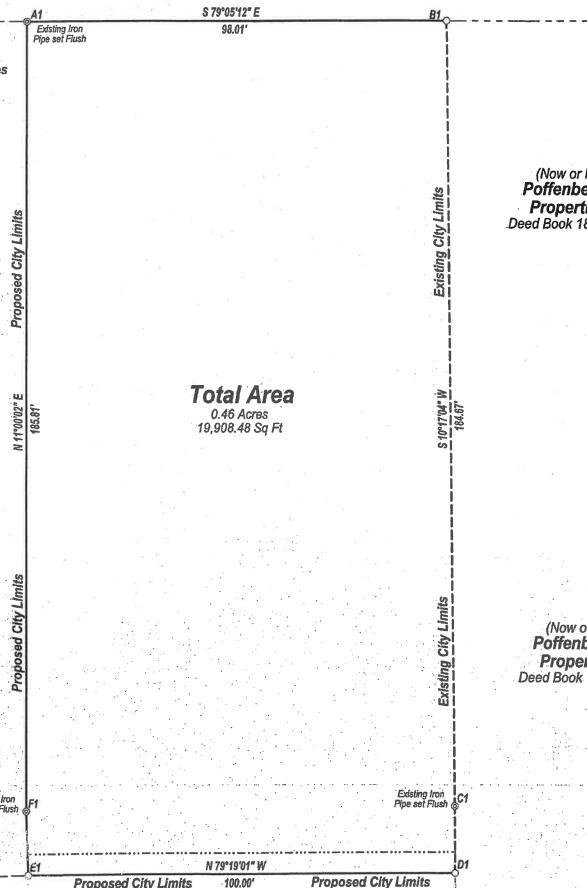
(Now or Formerly)  
**Poffenberger Vet  
Properties, LLC**  
Deed Book 1860 Page 381

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

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

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

**Total Area**  
0.46 Acres  
19,908.48 Sq Ft



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

### Review Officer

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

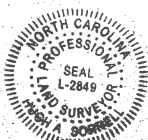
Review Officer

Date

### Surveyor's Certificate and Parcel Status

I, Hugh A. Sorrell, a Professional Land Surveyor in the State of North Carolina, certify that this plat was drawn under my supervision from an actual survey performed under my supervision. That the boundaries surveyed are defined in Deed Book 1860 Page 381. That the boundaries not surveyed are clearly indicated. That the ratio of precision as calculated is 1:10000. That the following information was used to perform the GPS survey.

GPS receivers used: Spectra SP 80  
Class of survey: C  
Positional accuracy: 0.03'  
Type of GPS field procedure: VRS  
Dates of survey: September 18, 2020  
Datum/Epoch: NAD 83 / 2011 adjustment  
Published / Fixed control used: "VRS"  
Geoid Model: GEOID 12A  
Combined Grid Factor: 0.99988968  
Units: US FOOT



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

Witness my original signature and seal this 17 day of July, 2023

Hugh A. Sorrell, Professional Land Surveyor, L-2849

### Legend

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

### Meters and Bounds of Total Area

From	To	Bearing	Distance
A1	B1	S 79°05'12" E	98.01'
B1	C1	S 11°00'12" W	185.81'
C1	E1	N 78°19'01" W	100.00'
E1	A1	N 11°00'12" E	185.81'

An Annexation Survey for:

**Poffenberger Vet  
Properties, LLC**

Washington Township  
Scale 1" = 20'

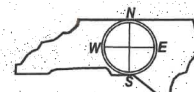
Beaufort County, NC  
Surveyed September 18, 2020

### Sorrell Land Surveying, Inc.

Hugh A. Sorrell, Professional Land Surveyor L-2849  
107 Union Drive, Suite 101 - Washington, NC

www.sorrellandsurveying.com  
Company License: C-3508

Office (252) 949-2464  
Mobile (252) 944-9798



"Serving the land surveying needs of Eastern NC"  
File: 1220PVP01



## Location Map





## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Mike Dail, Director Community & Cultural Services  
**Date:** March 6, 2023  
**Subject:** Public Hearing – Rezoning Request  
**Applicant Presentation:** Metropolitan Community Health Services, Inc.  
**Staff Presentation:** Mike Dail, Director Community & Cultural Services

### **RECOMMENDATION:**

I move that City Council adopt the attached ordinance and approve the requested rezoning from RA20 to O&I and find that 1) the Planning Board recommended approval of the request, 2) the request is generally consistent with the Comprehensive/CAMA Future Land Use Map, 3) that the request is consistent with Economic Development Goals 1 and 2 contained in the City of Washington's Comprehensive Plan and 4) the rezoning is reasonable and in the public's interest because the uses allowed in the O&I zoning district promote economic development, expansion of community medical services and job creation.

-OR-

I move that the City Council deny the requested rezoning and find that that although the request is generally consistent with the Comprehensive/CAMA Land Use Plan Map it is not specifically consistent with the map and that the rezoning is unreasonable and not in the public's interest because (to be determined).

### **BACKGROUND AND FINDINGS:**

The applicant is requesting 7.03 acres be rezoned from RA20 (Residential Agricultural) to O&I (Office & Institutional). The property is located on the west side of Highland Drive just north of its intersection with Avon Avenue and is currently vacant. The land uses within the subject property's area are a mix of office and institutional uses and single family residential uses. The adjacent properties to the east and west are zoned O&I (Office & Institutional). The properties to the south are zoned R15S (Residential) and O&I (Office & Institutional) and the property to the north is zoned RA20. The property is not located within the 100 year floodplain.

The Comprehensive/CAMA Future Land Use Map recommends medium density residential for this specific location. The area just to the north and south of the request along Highland Drive are recommended for Office and Institutional development. The requested zoning of O&I although not specifically consistent with the Comprehensive/CAMA Future Land Use Map could be found to be generally consistent with the plan based on the recommendation of Office and Institutional along Highland Drive in the immediate vicinity. The request could also be found to be consistent with Economic Development Goals 1 and 2 of the Comprehensive Plan.

If this property is rezoned by City Council it will also be considered an amendment to the Future Land Use Plan based on State Law.

Agenda Date: March 13, 2023

On February 28, 2023, the Planning Board voted to recommend approval of the rezoning request to City Council based on the finding that the request is generally consistent with the Comprehensive/CAMA Future Land Use Plan Map and that the request is consistent with Economic Development Goals 1 and 2 of the Comprehensive Plan.

**FISCAL IMPACT**

\_\_\_\_\_ Currently Budgeted (Account \_\_\_\_\_). \_\_\_\_\_ Requires additional appropriation X No Fiscal Impact

**SUPPORTING DOCUMENTS**

Ordinance, Staff Report, Location Map, Application

ORDINANCE FOR A PROPOSED ZONING MAP AMENDMENT  
THE CITY OF WASHINGTON, NORTH CAROLINA

WHEREAS, A request has been made to rezone 7.03 acres, a portion of parcel number 5686-33-8067 from RA20 (Residential Agricultural) to O&I (Office & Institutional). The property is further described as:

“BEGINNING at a railroad spike in the centerline of the pavement of Highland Drive, the said railroad spike is located South 51 degrees 15 minutes 06 seconds West along the said centerline from a railroad spike in the center line intersection of Reed Drive with the said Highland Drive, the last said railroad spike is located South 17 degrees 45 minutes 00 seconds West 77 .53 feet from an iron pipe in the southwest corner of Cedar Hill Grove Cemetery, a common corner with the County of Beaufort parcel described in Deed Book 1797 at Page 481: thence from the said BEGINNING railroad spike, a curve to the left running with the centerline of the pavement of Highland Drive having a chord bearing South 45 degrees 59 minutes 33 seconds West 75.00 feet to a point, thence North 56 degrees 59 minutes 54 seconds West 30.56 feet to an iron rod; thence same bearing continued North 56 degrees 59 minutes 54 seconds West 639.27 feet to a buried iron rod; thence the following four calls to iron rods, North 33 degrees 00 minutes 06 seconds East 401.85 feet, same bearing continued 244.54 feet (in a tree line), same bearing continued 266.86 feet, and same bearing continued 142.48 feet in the line with the County of Beaufort land described in Deed Book 1797 Page 481; thence the following eight calls with the said County of Beaufort line to iron rods, South 05 degrees 05 minutes 11 seconds West 21.61 feet and then 100.00 feet and then 100.00 feet, and then 36.65 feet, and then 189.26 feet, and then 208.26 feet, and then 291.74 feet and then 168.80 feet (being a total distance of 1114.32 feet) to a corner with the said County of Beaufort; thence with a County of Beaufort line South 56 degrees 59 minutes 54 seconds East 99.95 feet to an iron pipe; thence same bearing continued 33.46 feet to an iron rod in the northerly right of way line of Highland Drive; thence same bearing continued 31.59 feet to the BEGINNING; containing a gross area of 7.03 acres with .05 acre in the Highland Drive right of way and being a part of that land deeded to Sans Souci Plantation, Inc recorded in Deed Book 742 at Page 191 of record with the Beaufort County Register of Deeds according to a survey by Hood L. Richardson, PLS dated December 15 2022.”

WHEREAS, the City Council of the City of Washington, North Carolina, in accordance with Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in the Washington Daily News setting forth that the City Council would, on the 13<sup>th</sup> day of March, 2023 at 6:00 p.m., conduct a public hearing on the zoning map amendment; and

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration; and

WHEREAS, the City Council has been informed of and has considered the City of Washington Planning Board's recommendation on the subject zoning map amendment; and

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D, the City Council does hereby find and determine that the adoption of the ordinance is generally consistent with the Comprehensive/CAMA Future Land Use Plan Maps recommendation of Office and Institutional development in the general vicinity of the rezoning's location and it is consistent with the provisions of the City of Washington Comprehensive Plan, specifically Economic Development Goals 1 and 2; and

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D, the City Council does hereby find and determine that the adoption of the ordinance is reasonable and in the public's interest because the uses allowed in the O&I zoning district promote economic development, expansion of community medical services and job creation; and

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D, this zoning amendment is deemed to be an amendment to the CAMA Land Use Plan Map pending State approval. The CAMA Future Land Use Map is hereby amended by re-designating the "Medium Density Residential" category to the "Office and Institutional" category for the area described above.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Washington, North Carolina that, this proposed zoning map amendment be approved; The Director of Planning and Development Services is directed to amend the zoning map of the City of Washington in accordance with this ordinance and forward the proposed CAMA Future Land Use Plan Map amendment to the State of North Carolina Department of Environmental Quality for approval; and All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Adopted this 13th day of March 2023.

---

Donald R. Sadler, Mayor

ATTEST:

---

Cynthia Bennett, Clerk



## *Rezoning Request Staff Report*

Development Services,  
Planning & Zoning Division

---

**Request:** Rezoning – Metropolitan Community Health Services, Inc.

**Parcel #:** 5686-33-8067

**Lot Size:** 7.03 acres

**Existing Zoning:** RA20 (Residential)

**Proposed Zoning:** O&I (Office & Institutional)

**Required Notices:**

Adjoining property owner notices were mailed and a notice sign was placed on the property on March 3, 2023. The public hearing notice advertisement dates were March 1 & 11, 2023.

**Surrounding Land Uses and Zoning:**

The property is located on the west side of Highland Drive just north of its intersection with Avon Avenue and is currently vacant. The land uses within the subject property's area are a mix of office and institutional uses and single family residential uses. The adjacent properties to the east and west are zoned O&I (Office & Institutional). The properties to the south are zoned R15S (Residential) and O&I (Office & Institutional) and the property to the north is zoned RA20.

**Development Notes:**

The property is not located within the 100 year floodplain.

**Comprehensive Plan/CAMA Land Use Plan Recommendation:**

The Comprehensive/CAMA Future Land Use Map recommends medium density residential for this specific location. The area just to the north and south of the request along Highland Drive are recommended for Office and Institutional development. The requested zoning of O&I although not specifically consistent with the Comprehensive/CAMA Future Land Use Map could be found to be generally consistent with the plan based on the recommendation of Office and Institutional along Highland Drive in the immediate vicinity. The request could also be found to be consistent with Economic Development Goals 1 and 2 of the Comprehensive Plan.

If this property is rezoned by City Council it will also be considered an amendment to the Future Land Use Plan based on State Law.

#### Referenced Comprehensive Plan Goals

Economic Development Goal 1: Washington will have a strong and diverse economy, providing quality jobs, and generating local government revenues that allow for the continued provision of quality public services and facilities.

Economic Development Goal 2: Washington will be a community that is friendly to local businesses and that provides a variety of employment opportunities to the local workforce.

#### **Planning Board Action:**

On February 28, 2023 the Planning Board recommend approval of the rezoning request to City Council based on the finding that the request is generally consistent with the Comprehensive/CAMA Land Use Plan Maps recommendation for Office and Institutional development along the west side of Highland Drive in the immediate area and that the request is consistent with Economic Development Goals 1 and 2 of the Comprehensive Plan.

#### **Potential Motions:**

##### Motion to Approve

I move that City Council adopt the attached ordinance and approve the requested rezoning from RA20 to O&I and find that 1) the Planning Board recommended approval of the request, 2) the request is generally consistent with the Comprehensive/CAMA Future Land Use Map, 3) that the request is consistent with Economic Development Goals 1 and 2 contained in the City of Washington's Comprehensive Plan and 4) the rezoning is reasonable and in the public's interest because the uses allowed in the O&I zoning district promote economic development, expansion of community medical services and job creation.

##### Motion to Deny

I move that the City Council deny the requested rezoning and find that that although the request is generally consistent with the Comprehensive/CAMA Land Use Plan Map it is not specifically consistent with the map and that the rezoning is unreasonable and not in the public's interest because (to be determined).



# REZONING REQUEST

## DEVELOPMENT SERVICES PLANNING & ZONING

Applications are due to the City of Washington, Department of Planning and Development by 5:00 p.m. on the 15th of the month. Applicants will be heard at the following month's meeting.

### OFFICE USE ONLY

Fee: \$300.00

Date Paid:

Ref No.:

### APPLICANT INFORMATION:

Applicant Name: Metropolitan Community Health Services, Inc.

Date of Application: December 16, 2022

Phone No.: 252-644-7002

Alt Phone: 252-402-3336

Address: 101 S. Market Street

Washington

NC

27889

Address

City

State

Zip Code

Applicant's Legal Interest in the Property: Contract to purchase 7 acres

### OWNERSHIP INFORMATION:

Owner: Sans Souci Plantation, Inc.

Phone No.: 252-946-4212

Alt Phone: 252-721-0925

Address: P.O. Box 1477

Washington

NC 27889

Address

City

State

Zip Code

### PROPERTY INFORMATION:

Date Property Acquired: 12/17/1976

Deed Reference: 000742. Page 191

Tax Map: 5686

Parcel Number: 5686-33-8067

Area (square feet or acres): 98.36 Acres *total (7.03 acres to be rezoned)*

Current Land Use: Crops / Forest

Location of Property: Fronts on Highland Drive

Washington

NC

27889

Address

City

State

Zip Code

### ZONING REQUEST INFORMATION:

Existing Zone: RA-20

Requested Zone: O&I



## **REZONING REQUEST**

### **DEVELOPMENT SERVICES PLANNING & ZONING**

Reason for zoning change and a statement regarding the changing conditions, in the area and in the City, that makes the proposed amendment reasonably necessary for the promotion of the public health, safety and general welfare.

This is an extension of an adjacent O&I Zone in an area of the city that is developing into healthcare and apartments.

**LEGAL DESCRIPTION:** (Metes And Bounds Description)

To Wit:

ATTACHED

Location:

Highland Drive on south side of Beaufort County Health Department

**REZONING MAP:**

Attach an official Zoning Map of the boundaries illustrating the property to be rezoned, prepared and sealed by a Professional Land Surveyor. ATTACHED

**OWNER/AGENT STATEMENT:**

I, Abbott Trustall, being the Owner or Agent acting on behalf of the owner request that the attached rezoning request be placed on the agenda of the Planning Board meeting scheduled for 02/28/2023

Date

I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief. I authorize the City of Washington to place a sign on the property in question for the purpose of alerting the general public of my request.

I understand that failure to address any item in these requirements may result in the rezoning not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

[Signature]

Signature

1-10-23

Date

**NOTE:**

Agents acting on behalf of property owners must complete the authorization form on the next page.

### OWNER AUTHORIZATION FOR NON-OWNER APPLICATION

#### NOTE:

IF THE PERSON WHO IS REQUESTING THE CITY OF WASHINGTON PLANNING BOARD TO TAKE ACTION ON A PARTICULAR PIECE OF PROPERTY IS NOT THE OWNER OF THE PROPERTY, THEN THE ACTUAL OWNER OF THE LAND MUST COMPLETE THIS FORM.

IF THE PERSON WHO IS REQUESTING THE CITY OF WASHINGTON PLANNING BOARD TO TAKE ACTION ON A PARTICULAR PIECE OF PROPERTY IS THE OWNER OF THE PROPERTY OR HAS A BINDING OPTION TO PURCHASE THE PROPERTY, PLEASE DISREGARD THIS FORM.

Dear Sir or Madam,

I am the owner of the property located at:

Highland Dr.

Address

Washington

City

NC

State

27889

Zip Code

I hereby authorize: Metropolitan Community Health (Authorized Agent) to appear with my consent before the City of Washington Planning Board in order to ask for a Rezoning Request to: (Describe Use and Location Below)

at this location. I understand that the Rezoning Request, if granted, is permanent and runs with the land. I authorize you to advertise and present this matter in my name as the owner of the property. If there are any questions, you may contact me at my address:

P.O. Box 1477

Contact Address

Washington

City

NC

State

27889

Zip Code

or by telephone at: 252-946-4212

Alt Phone: 252-721-0925

Respectfully yours,

Shana W. Parker President  
Owner

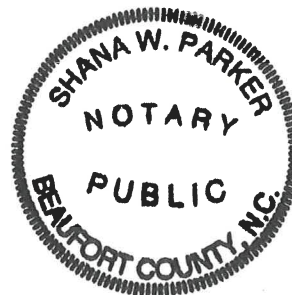
Belinda V. Cornell, Secretary

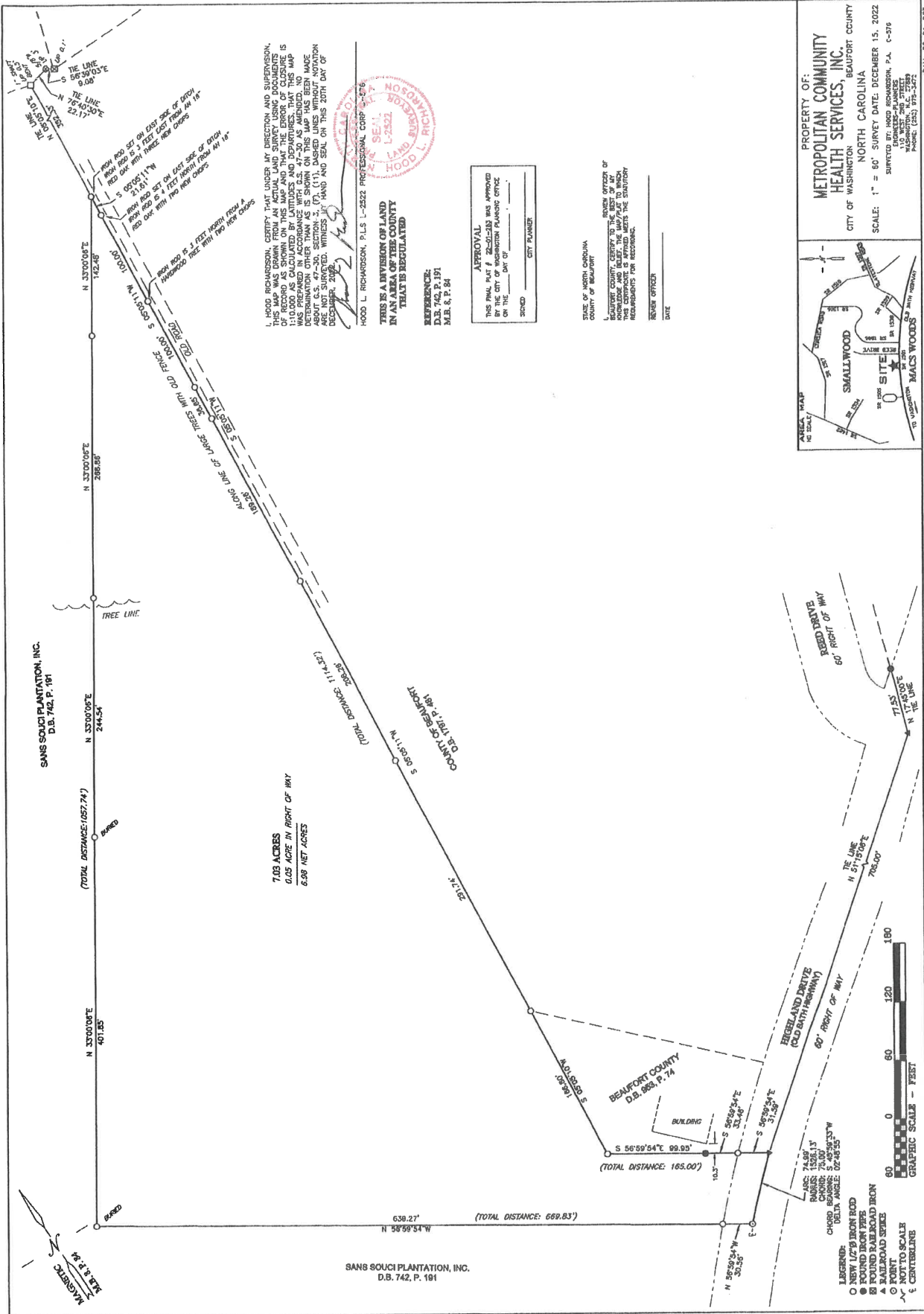
Sworn to and ascribed before me, this the 3 day of January, 2023

Shana W. Parker

Notary Public

My commission expires: 5/29/2026





I, HOOD RICHARDSON, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL LAND SURVEY USING DOCUMENTS, (PLATS, RECORDS, ETC.) AND FIELD MEASUREMENTS. THE DISTANCE IS 1:10,000 AS CALCULATED BY LATITUDES AND DEPARTURES. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH D.S. 47-30 AS AMENDED, AND THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF D.S. 47-30, SECTION 2, (7), (11), DASHED LINES WITHOUT NOTATION ARE NOT SURVEYED. WITNESSES MY HAND AND SEAL ON THIS 20TH DAY OF DECEMBER, 2022.

HOOD L. RICHARDSON, P.L.S. 1-2822 PROFESSIONAL CORP. 0-276  
THIS IS A DIVISION OF LAND  
IN AN AREA OF THE COUNTY  
THAT IS REGULATED

REFERENCE:  
D.S. 742, P. 191  
M.B. & P. 84

APPROVAL  
THIS FINAL MAP # 2822-283 WAS APPROVED  
BY THE CITY ENGINEERING PLANNING OFFICE  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
SIGNED \_\_\_\_\_ CITY PLANNER

STATE OF NORTH CAROLINA  
COUNTY OF BEAUFORT  
BEAUFORT COUNTY, CERTIFY TO THE BEST OF MY  
KNOWLEDGE AND BELIEF, THAT THE MAP  
HEREON IS IN ACCORDANCE WITH THE SURVEY  
REQUIREMENTS FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_  
DATE \_\_\_\_\_

PROPERTY OF:  
**METROPOLITAN COMMUNITY  
HEALTH SERVICES, INC.**  
CITY OF WASHINGTON  
NORTH CAROLINA  
SCALE: 1" = 50' SURVEY DATE: DECEMBER 15, 2022  
SURVEYED BY: HOOD RICHARDSON, P.A. C-376  
ENGINEER-PLANNING  
WASHINGTON, D.C. 20004  
PHONE: (202) 973-2727


AREA MAP  
NO SCALE  
TO USUALLY  
MACS WOODS

**Hood Richardson, PA C-576**  
**110 West Second Street**  
**Washington, N. C. 27889**  
**252-975-3472**

**December 27, 2022**

**ZONING CHANGE REQUEST**  
**METROPOLITAN COMMUNITY HEALTH SERVICES, INC**  
**HIGHLAND DRIVE (NEAR BEAUFORT COUNTY HEALTH DEPARTMENT)**

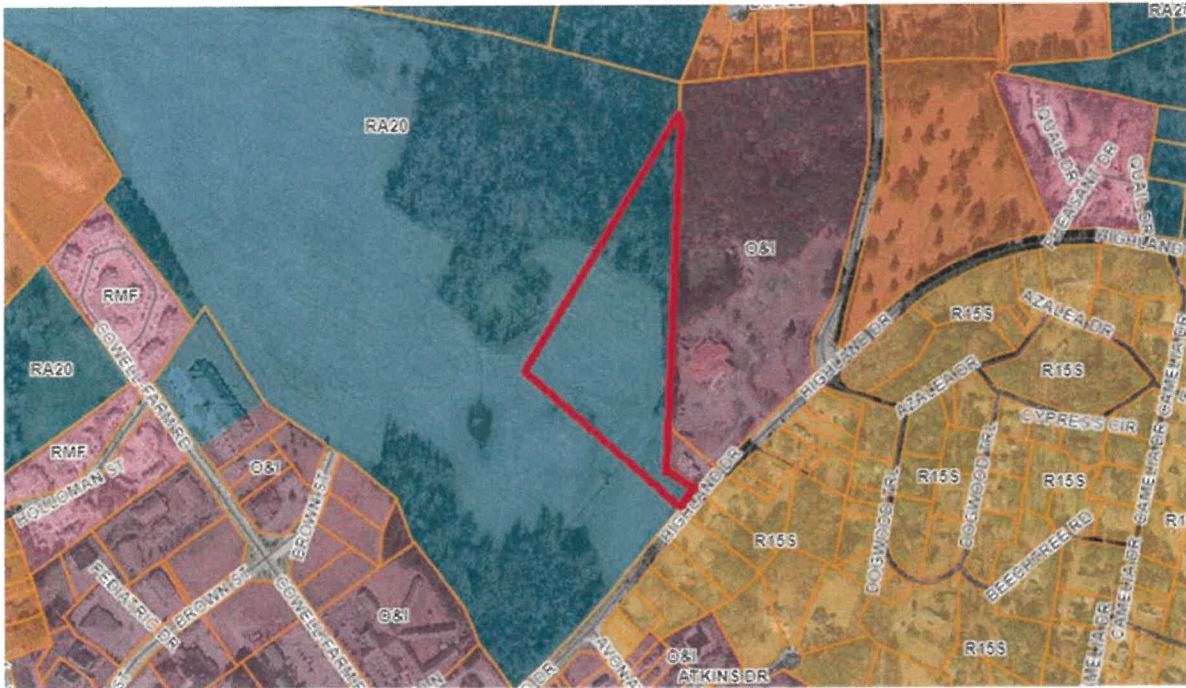
**BEGINNING** at a railroad spike in the centerline of the pavement of Highland Drive, the said railroad spike is located South 51 degrees 15 minutes 06 seconds West along the said centerline from a railroad spike in the center line intersection of Reed Drive with the said Highland Drive, the last said railroad spike is located South 17 degrees 45 minutes 00 seconds West 77.53 feet from an iron pipe in the southwest corner of Cedar Hill Grove Cemetery, a common corner with the County of Beaufort parcel described in Deed Book 1797 at Page 481: thence from the said **BEGINNING** railroad spike, a curve to the left running with the centerline of the pavement of Highland Drive having a chord bearing South 45 degrees 59 minutes 33 seconds West 75.00 feet to a point, thence North 56 degrees 59 minutes 54 seconds West 30.56 feet to an iron rod; thence same bearing continued North 56 degrees 59 minutes 54 seconds West 639.27 feet to a buried iron rod; thence the following four calls to iron rods, North 33 degrees 00 minutes 06 seconds East 401.85 feet, same bearing continued 244.54 feet (in a tree line), same bearing continued 266.86 feet, and same bearing continued 142.48 feet in the line with the County of Beaufort land described in Deed Book 1797 Page 481; thence the following eight calls with the said County of Beaufort line to iron rods, South 05 degrees 05 minutes 11 seconds West 21.61 feet and then 100.00 feet and then 100.00 feet, and then 36.65 feet, and then 189.26 feet, and then 208.26 feet, and then 291.74 feet and then 168.80 feet (being a total distance of 1114.32 feet) to a corner with the said County of Beaufort; thence with a County of Beaufort line South 56 degrees 59 minutes 54 seconds East 99.95 feet to and iron pipe; thence same bearing continued 33.46 feet to an iron rod in the northerly right of way line of Highland Drive; thence same bearing continued 31.59 feet to the **BEGINNING**; containing a gross area of 7.03 acres with .05 acre in the Highland Drive right of way and being a part of that land deeded to Sans Souci Plantation, Inc recorded in Deed Book 742 at Page 191 of record with the Beaufort County Register of Deeds according to a survey by Hood L. Richardson, PLS dated December 15 2022.

  
Hood L. Richardson, PLS





**Location Map**



**Zoning Map**



**Future Land Use Map**



102 East Second Street  
Washington, NC 27889  
252-975-9383

March 3, 2023

**Subject: Rezoning Request**

Dear Adjoining Property Owner:

The Department of Planning and Development has received a request from Metropolitan Community Health Services, Inc. to rezone 7.03 acres on Highland Drive from RA20 (Residential) to O&I (Office & Institutional). Beaufort County Parcel Number: 5686-33-8067.

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

**Date:** Monday, March 13, 2023

**Place:** City Council Chambers - City Hall - Municipal Building, 102 East Second Street. Enter from the Market Street side of the building and go to the second floor.

**Time:** 6:00 P.M.

The public is welcome to attend this public hearing and speak either in support of or in opposition to the request.

During the meantime, should you have any questions, please feel free to call the Department of Planning and Development at 252-975-9317 during normal working hours Monday through Friday, 8:00 A.M. to 5:00 P.M.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Moore".

Glen Moore  
Planning Administrator

NAME1	ADDR1	CITY	STATE	ZIP
BEAUFORT COUNTY	112 WEST 2ND STREET	WASHINGTON	NC	27889
PAMLICO PHYSICIANS PROP I LLC	1380 COWELL FARM ROAD	WASHINGTON	NC	27889
BAILEY MATTHEW ROGERS	1305 HIGHLAND DRIVE	WASHINGTON	NC	27889
WILLIAMS LIONEL MANDRELL	213 VAN BUREN DRIVE	RAEFORD	NC	28376
NAS 2 LLC	6691 ISLAND LAKES PL	WESTERVILLE	OH	43082
SPENCER WARREN EARL	1319 HIGHLAND DRIVE	WASHINGTON	NC	27889
BAILEYS CROSSING LLC	222 W STEWART PKY	WASHINGTON	NC	27889
NEIL REALTY COMPANY	C/O BRITTHAVEN INC	KINSTON	NC	28502
GROVE POINTE PROPERTIES LLC	9650 STRICKLAND ROAD	RALEIGH	NC	27615
GURLEY SUE HARDING	243 E BARR RD	CHOCOWINITY	NC	27817
R & A PROPERTY INVESTMENTS LLC	111 AVON AVENUE	WASHINGTON	NC	27889
DEANS AARON HRS	1411 HIGHLAND DRIVE	WASHINGTON	NC	27889
BAILEY HELEN D	211 ST JAMES PL	BROOKLYN	NY	11238
DEANS DAISY B	1421 HIGHLAND DRIVE	WASHINGTON	NC	27889
BLOUNT CAROLYN G	501 CEDAR STREET	WASHINGTON	NC	27889
CORONA ROBERT LOPEZ	1590 HIGHLAND DRIVE	WASHINGTON	NC	27889
DAVIS DOUGLAS CRAIG	395 FREE UNION CHURCH RD	PINETOWN	NC	27865
CERVANTES MARIA DOLORES HERNANDEZ	101 CEDAR LN	WASHINGTON	NC	27889
GURLEY SUE HARDING	243 E BARR RD	CHOCOWINITY	NC	27817

## O AND I OFFICE AND INSTITUTIONAL DISTRICT

O&I		
Permitted Uses	Developmental Standards	Special Use Permits
Acc. Dwelling Units, Attached	Athletic Fields	Care Taker Dwellings
Accessory Uses and Structures	Board & Room Houses (4 or less)	Dare Care Centers, Adult (6 or more)
Account, Audit or Bookkeeping	Dare Care Centers, Adult (5 or less)	Day Care Centers, Child (6 or more)
Ad Agencies or Representatives	Day Care Centers, Child (5 or less)	Drug Stores
Admin or Management Services	Elementary or Secondary Schools	Fraternities or Sororities
Ambulance Services	Family Care Homes (6 or less)	Musical Instrument Sales
Auto Park Lots, Grade Level	Government Offices	Restaurants, Conventional
Banks, Savings or Credit Unions	Home Occupation	Restaurants, Fast Food
Barber Shops	Kennels or Pet Grooming Facilities	Telecommunication Towers
Beauty Shops	Libraries	
Churches	Public Parks	
Clubs or Lodges	Public Recreation Facilities	
Comm or Broadcasting Facilities	Satellite Dishes/T.V. & Radio Ant.	
Common Area Recreation	Swimming Pools	
Computer Services	Temporary Events	
Congregate Care Facility		
Courier Service Substations		
Econ, Soci, Educ. Research		
Employment Agencies		
Engineer, Architect, or Survey		
Finance or Loan Offices		
Fire Stations		
Funeral Homes or Crematoriums		
Gardens		
Group Care Facilities		
Hospitals		
Hotels or Motels		
Insurance Agencies (no on site)		
Insurance Agencies (on site)		
Internal Service Facilities		
Law Offices		
Medical or Dental Labs		
Medical, Dental, or Related Off		
Multi-Family Dwellings		
Museums or Art Galleries		
Noncommercial Research Org.		
Nursing & Convalescent Homes		
Office Uses Not Classified		
Optical Goods Sales		
Orphanages		
Photocopying & Dupl Services		
Photography Studios		
Photography, Commercial		
Physical Fitness Centers		
Police Stations		
Post Offices		
Psychiatric Hospitals		
Pump Stations		
Real Estate Offices		

## O AND I OFFICE AND INSTITUTIONAL DISTRICT

[illegible]



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Mike Dail, Director Community & Cultural Services  
**Date:** March 6, 2023  
**Subject:** Public Hearing – Rezoning Request  
**Applicant Presentation:** Milton Brooks, Jr.  
**Staff Presentation:** Mike Dail, Director Community & Cultural Services

### **RECOMMENDATION:**

I move that City Council adopt the attached ordinance and approve the requested rezoning from I2 to R6S and find that 1) the Planning Board recommended approval of the request, 2) the request is consistent with the Comprehensive/CAMA Future Land Use Map, and 3) the rezoning is reasonable and in the public's interest because the uses allowed in R6S provide needed housing.

-OR-

I move that the City Council deny the requested rezoning and find that that although the request is consistent with the Comprehensive/CAMA Land Use Plan Map, that the rezoning is unreasonable and not in the public's interest because (to be determined).

### **BACKGROUND AND FINDINGS:**

The applicant is requesting 0.88 acres be rezoned from I2 (Light Industrial) to R6S (Residential Single Family). The property consists of 4 lots located on the northeast corner of the intersection of E. 5th Street and Hudnell Street. The land uses within the subject property's area are a mix of industrial and single family residential uses. The adjacent properties to the west and south are zoned I2 and R6S. The properties to the north and east are zoned R6S. Currently, a portion of the property is located within the 500 year floodplain. It is important to note that the entire property was in the 100 year floodplain prior to FEMA Flood Risk Area Map amendment in June of 2020.

The Comprehensive/CAMA Future Land Use Map recommends medium density residential development for this area. The requested zoning of R6S is consistent with the Comprehensive/CAMA Future Land Use Map.

On February 28, 2023, the Planning Board voted to recommend approval of the rezoning request to City Council based on the finding that the request is consistent with the Comprehensive/CAMA Future Land Use Map.

### **FISCAL IMPACT**

\_\_\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_\_\_ Requires additional appropriation  X  No Fiscal Impact

### **SUPPORTING DOCUMENTS**

Ordinance, Staff Report, Location Map, Application

ORDINANCE FOR A PROPOSED ZONING MAP AMENDMENT  
THE CITY OF WASHINGTON, NORTH CAROLINA

WHEREAS, A request has been made to rezone 0.88 acres, parcel numbers 5685-37-4654, 5685-37-4620, 5685-37-4505, 5685-37-5515 from I2 (Light Industrial) to R6S (Residential). The property is further described as:

“Commencing at Point A1, said point being the POINT OF BEGINNING; thence S 62°20'49" E, a distance of 150.12' to Point B1; thence S 63°25'42" E, a distance of 50.62' to Point C1; thence S 27°44'53" W, a distance of 192.30' to Point D1; thence N 63°14'31" W, a distance of 48.97' to Point E1; thence N 62°41'37" W, a distance of 150.00' to Point F1; thence N 27°13'14" E, a distance of 193.02' to the POINT OF BEGINNING; said described tract containing 0.88 Acres, more or less.”

WHEREAS, the City Council of the City of Washington, North Carolina, in accordance with Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in the Washington Daily News setting forth that the City Council would, on the 13<sup>th</sup> day of March, 2023 at 6:00 p.m., conduct a public hearing on the zoning map amendment; and

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration; and

WHEREAS, the City Council has been informed of and has considered the City of Washington Planning Board’s recommendation on the subject zoning map amendment; and

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D, the City Council does hereby find and determine that the adoption of the ordinance is consistent with the Comprehensive/CAMA Future Land Use Plan Maps recommendation of Medium Density Residential development in the rezoning’s location; and

WHEREAS, in accordance with the applicable provisions of North Carolina General Statute 160D, the City Council does hereby find and determine that the adoption of the ordinance is reasonable and in the public’s interest by providing needed housing; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Washington, North Carolina that, this proposed zoning map amendment be approved; The Director of Planning and Development Services is directed to amend the zoning map of the City of Washington in accordance with this ordinance; and All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Adopted this 13th day of March 2023.

---

Donald R. Sadler, Mayor

ATTEST:

---

Cynthia Bennett, Clerk



## *Rezoning Request Staff Report*

Development Services,  
Planning & Zoning Division

---

**Request:** Rezoning – Milton Brooks Jr.

**Parcel #:** 5685-37-4654, 5685-37-4620, 5685-37-4505, 5685-37-5515

**Lot Size:** 0.88 acres total (4 parcels)

**Existing Zoning:** I2 (Light Industrial)

**Proposed Zoning:** R6S (Residential)

**Required Notices:**

Adjoining property owner notices were mailed and a notice sign was placed on the property on March 3, 2023. The public hearing notice advertisement date was March 1 & 11, 2023.

**Surrounding Land Uses and Zoning:**

The 4 lots are located on the northeast corner of the intersection of E. 5th Street and Hudnell Street. The land uses within the subject property's area are a mix of industrial and single family residential uses. The adjacent properties to the west and south are zoned I2 (Light Industrial) and R6S. The properties to the north and east are zoned R6S (Residential).

**Development Notes:**

Currently, a portion of the property is located within the 500 year floodplain. It is important to note that the entire property was in the 100 year floodplain prior to the FEMA Flood Risk Area Map amendment in June of 2020.

**Comprehensive Plan/CAMA Land Use Plan Recommendation:**

The Comprehensive/CAMA Future Land Use Map recommends medium density residential development for this area. The requested zoning of R6S is consistent with the Comprehensive/CAMA Future Land Use Map.

**Planning Board Action:**

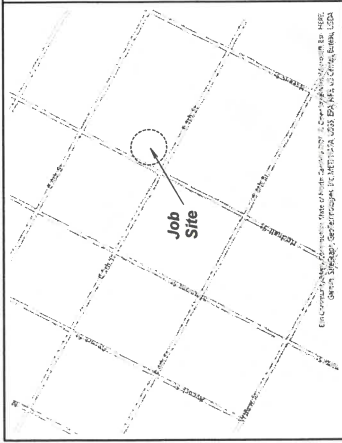
On February 28, 2023 the Planning Board recommend approval of the rezoning request to City Council based on the finding that the request is consistent with the Comprehensive/CAMA Future Land Use Map.

**Potential Motions:****Motion to Approve**

I move that City Council adopt the attached ordinance and approve the requested rezoning from I2 to R6S and find that 1) the Planning Board recommended approval of the request, 2) the request is consistent with the Comprehensive/CAMA Future Land Use Map, and 3) the rezoning is reasonable and in the public's interest because the uses allowed in R6S provide needed housing.

**Motion to Deny**

I move that the City Council deny the requested rezoning and find that that although the request is consistent with the Comprehensive/CAMA Land Use Plan Map, that the rezoning is unreasonable and not in the public's interest because (to be determined).



Vicinity Map

Hudnell Street  
50' Public Right of Way  
2 Lane Paved Roadway

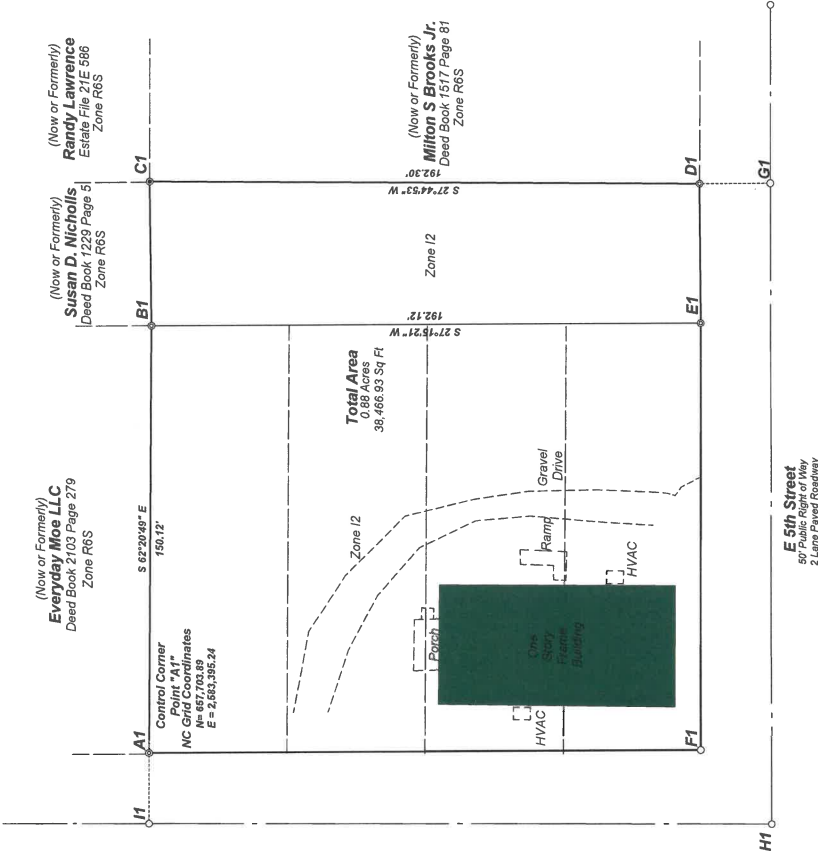
Existing Zone 12  
Proposed Zone R6S

Meters and Bounds of Total Area

From	To	Bearing	Distance
F1	B1	S 62°20'49" E	150.12'
B1	D1	S 62°26'49" E	182.30'
D1	E1	S 27°44'53" W	182.30'
E1	F1	S 63°14'31" E	48.37'
F1	A1	S 62°41'37" E	160.00'
A1	H1	N 27°10'39" E	182.30'

Meters and Bounds of Right of Way of  
E 5th Street and Hudnell Street

From	To	Bearing	Distance
G1	H1	N 27°10'39" E	24.92'
H1	I1	S 62°41'37" E	24.92'
I1	H1	S 27°44'53" W	218.05'



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

Legend

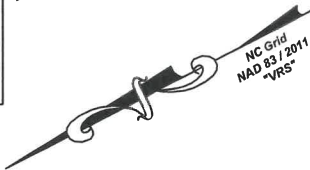
- EIP = Existing Iron Pipe
- NIP = New Iron Pipe
- ⊗ Ex. Mon. = Existing Concrete Monument
- ⊙ Ex. Mon. = Existing Survey Nail
- NPS = No Point Set
- = Power Pole
- = Right of Way
- = Centerline
- = Lines Surveyed
- = Lines Not Surveyed
- = Power Line
- = Cutting
- = Right of Way
- = Right of Way
- PC = Point of Curvature
- PT = Point of Tangency

All Measurements are in Feet and Inches  
Linear Units are "Feet & Inches"  
Angular Units are "Degrees, Minutes & Seconds"



- A. This plat is subject to any facts that may be disclosed by a full and accurate title search, as well as any right of ways or easements or restrictive covenants of record not shown herein.
- B. Area computed by the Method of Coordinate Geometry
- C. All distances are horizontal ground unless otherwise noted
- D. Wetlands were not defined or mapped during this survey.
- E. Underground utilities are not included in this survey.

Special Notes



Review Officer

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

Surveyor's Certificate and Parcel Status

I, Hugh A. Sorrell, a Professional Land Surveyor in the State of North Carolina, certify that this plat was drawn under my supervision from an actual survey performed by me or under my direct supervision by a duly licensed and registered Professional Land Surveyor. That the boundaries not surveyed are clearly indicated. That the ratio of precision as calculated is 1:\_\_\_\_\_. That the following information was used to perform the GPS survey.

- GPS receivers used: Spectra SP 80
- Class of survey: C
- Positional accuracy: 0.03'
- Type of GPS field procedure: VRS
- Horizontal adjustment method: Double
- Published / Fixed control used: "VRS"
- Geoid Model: GEOID 12A
- Combined Grid Factor: 0.9998415
- Units: US FOOT

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

Witness my original signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Hugh A. Sorrell, Professional Land Surveyor L-2849

A Rezone Survey for:  
**Milton S. Brooks Jr.**  
Washington Township  
Beaufort County, NC  
Surveyed January 27, 2023  
Scale 1" = 50'

**Sorrell Land Surveying, Inc.**  
Hugh A. Sorrell, Professional Land Surveyor L-2849  
107 Union Drive, Suite 101 Washington, NC  
www.sorrelllandsurveying.com  
Office (252) 944-2464  
Mobile (252) 944-8798  
Company License C-3306



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



## REZONING REQUEST

### DEVELOPMENT SERVICES PLANNING & ZONING

Applications are due to the City of Washington, Department of Planning and Development by 5:00 p.m. on the 15th of the month. Applicants will be heard at the following month's meeting.

#### OFFICE USE ONLY

Fee: \$300.00

Date Paid:

Ref No.:

#### APPLICANT INFORMATION:

Applicant Name: Milton Brooks S Jr	Date of Application: 01/12/2023		
Phone No.: 252-944-5654	Alt Phone: N/A		
Address: PO Box 1641	Washington	NC	27889
Address	City	State	Zip Code

Applicant's Legal Interest in the Property:

Applicant is the owner of the property.

#### OWNERSHIP INFORMATION:

Owner: Milton Brooks S Jr	Alt Phone: N/A		
Phone No.: 252-944-5654	Alt Phone: N/A		
Address: PO Box 1641	Washington	27889	27889
Address	City	State	Zip Code

#### PROPERTY INFORMATION:

Date Property Acquired: 1997, 1997, 1997, 2006	Deed Reference: DB1083PG31, DB1517PG81		
Tax Map:	Parcel Number: 5685-37-4654, 5685-37-4620, 5685-37-4505, 5685-37-5515		
Area (square feet or acres): 0.16 Acres, 0.17 Acres, 0.33 Acres, 0.22 Acres			
Current Land Use: Single Family Residential			
Location of Property: Intersection of Hudnell and 5th Streets	Washington	NC	27889
Address	City	State	Zip Code

#### ZONING REQUEST INFORMATION:

Existing Zone: I2 - Light Industrial District	Requested Zone: R6S Residential Single-Family District
Reason for zoning change and a statement regarding the changing conditions, in the area and in the City, that makes the proposed amendment reasonably necessary for the promotion of the public health, safety and general welfare.	
The reason for the zoning change is to rezone these 4 properties to be consistent with the directly adjacent residential zoning.	



## REZONING REQUEST

### DEVELOPMENT SERVICES PLANNING & ZONING

#### LEGAL DESCRIPTION: (Metes And Bounds Description)

To Wit:

Location:

#### REZONING MAP:

Attach an official Zoning Map of the boundaries illustrating the property to be rezoned, prepared and sealed by a Professional Land Surveyor.

#### OWNER/AGENT STATEMENT:

I, Milton Brooks S Jr, being the Owner or Agent acting on behalf of the owner request that the attached rezoning request be placed on the agenda of the Planning Board meeting scheduled for 2/28/23

Date

I certify that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief. I authorize the City of Washington to place a sign on the property in question for the purpose of alerting the general public of my request.

I understand that failure to address any item in these requirements may result in the rezoning not meeting the minimum submission requirements and will be returned to me for revision and resubmission at the next regular review cycle.

*Milton Brooks S Jr*

Signature

1-12-23

Date

#### NOTE:

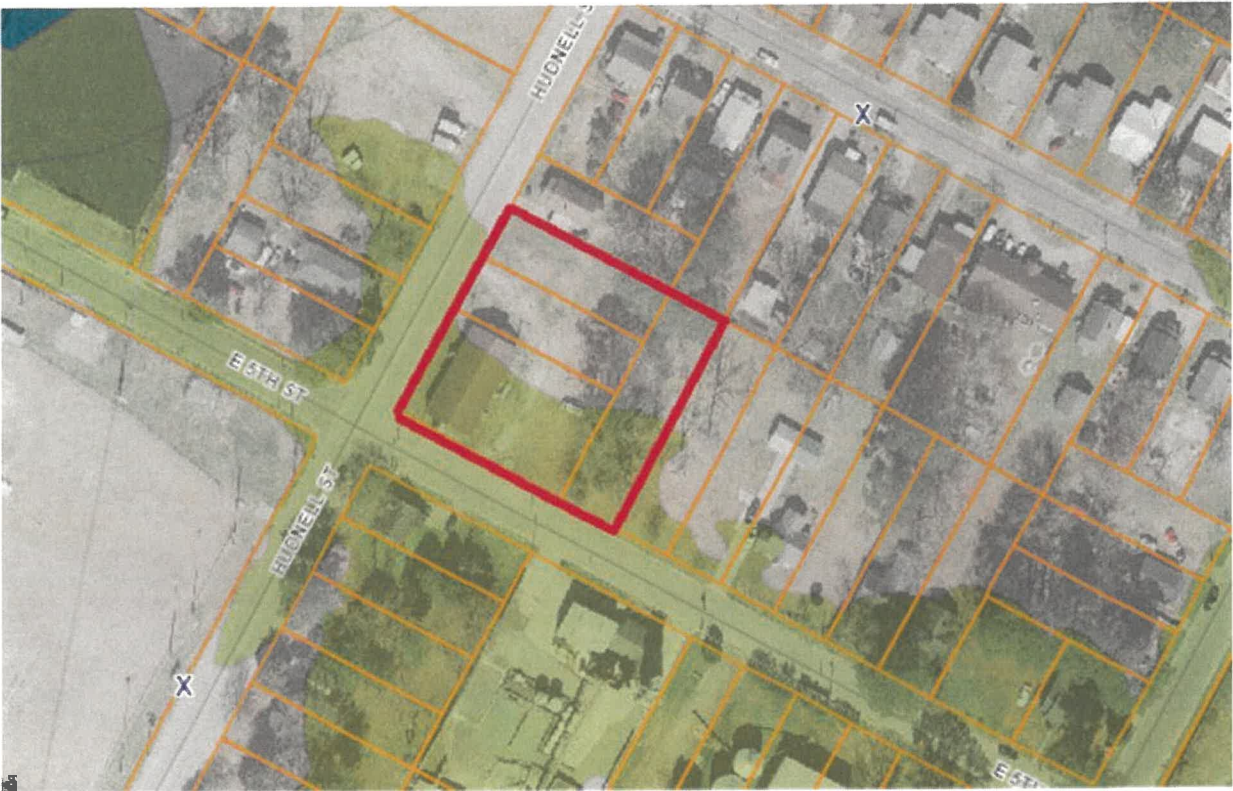
Agents acting on behalf of property owners must complete the authorization form on the next page.



**Location Map**



**Zoning Map**



**Flood Map**



**Future Land Use Map**



102 East Second Street  
Washington, NC 27889  
252-975-9383

March 3, 2023

**Subject: Rezoning Request**

Dear Adjoining Property Owner:

The Department of Planning and Development has received a request from Milton Brooks Jr. to rezone 0.88 acres at the intersection of E. 5th Street and Hudnell Street from I2 (Light Industrial) to R6S (Residential). Beaufort County Parcel Numbers: 5685-37-4654, 5685-37-4620, 5685-37-4505, 5685-37-5515.

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

**Date: Monday, March 13, 2023**

**Place: City Council Chambers - City Hall - Municipal Building, 102 East Second Street. Enter from the Market Street side of the building and go to the second floor.**

**Time: 6:00 P.M.**

The public is welcome to attend this public hearing and speak either in support of or in opposition to the request.

During the meantime, should you have any questions, please feel free to call the Department of Planning and Development at 252-975-9317 during normal working hours Monday through Friday, 8:00 A.M. to 5:00 P.M.

Sincerely,

A handwritten signature in black ink, appearing to read 'Glen Moore', written over a horizontal line.

Glen Moore  
Planning Administrator

NAME1	ADDR1	CITY	STATE	ZIP
BAKER JAMES T JR	186 WHARTON STATION ROAD	WASHINGTON	NC	27889
MOORE GERALDINE LEGGETT	409 HUDNELL ST	WASHINGTON	NC	27889
PARKER ERNEST E	603 WEST MARTIN LUTHER KING DR	WASHINGTON	NC	27889
ROBERT WHITLEY JR FAMILY	48 DUCKVIEW TRAIL	WASHINGTON	NC	27889
WANOCA PRESBYTERIAN CHURCH	921 EAST 6TH STREET	WASHINGTON	NC	27889
HOLLINGSHEAD MATERIALS LLC	1000 HOLLINGSHEAD CIR	MURFREESBORO	TN	37129
EVERYDAY MOE LLC	513 HUDNELL ST	WASHINGTON	NC	27889
AMBROSE JOSHUA	1001 E 6TH ST	WASHINGTON	NC	27889
JENNETTE ISAAC T	1005 SIXTH STREET	WASHINGTON	NC	27889
BRILEY JERRY C	240 SIINGLETON ROAD	WASHINGTON	NC	27889
MENNINGER STEPHEN C	1011 6TH STREET	WASHINGTON	NC	27889
NICHOLLS SUSAN D	1277 MILL RD	WASHINGTON	NC	27889
LAWRENCE RANDY	409 HAVENS ST	WASHINGTON	NC	27889

## R6S RESIDENTIAL - SINGLE FAMILY DISTRICT

[illegible]

**Mayor**  
Donald R. Sadler

**City Manager**  
Jonathan Russell



**Washington City Council**  
Richard Brooks  
Lou Hodges  
William Pitt  
Mike Renn  
Bobby E. Roberson

---

**To: Mayor Sadler & Members of the City Council**  
**From: Matt Rauschenbach, C.F.O.**  
**Date: March 7, 2023**  
**Subject: Budget Transfers**

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

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

010-6130-7400	-\$163,314.00
010-4400-5701	\$163,314.00
010-4400-5701	-\$826,000.00
010-6130-7400	\$826,000.00
010-6120-0400	-\$2,000.00
010-6120-1400	-\$2,000.00
010-6121-1500	-\$14,000.00
010-6121-5601	-\$1,000.00
010-6130-1500	-\$3,000.00
010-6130-0300	-\$2,400.00
010-6130-7400	\$24,400.00
010-4400-5701	-\$110,000.00
010-4131-7400	\$110,000.00

Council

## Request for Transfer of Funds

Date: 1/12/23

TO: City Manager or Finance Director

FROM: Matt Rauschenbach

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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

	Department	Account Number	Account Name	Amount
FROM:	010-6130	7400	Capital Outlay	\$163,314
TO:	010-4400	5701	Miscellaneous	\$163,314

For the purpose of: Reverse duplicate transfer of ARPA funds for Bug House tennis courts.

\_\_\_\_\_  
Supervisor

  
\_\_\_\_\_  
Department Head

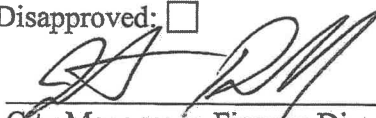
### ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved: ☒

Disapproved: ☐

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

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

  
\_\_\_\_\_  
City Manager or Finance Director

\_\_\_\_\_  
Date

Council

## Request for Transfer of Funds

Date: 2/15/23

TO: City Manager or Finance Director

FROM: Matt Rauschenbach

SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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

	Department	Account Number	Account Name	Amount
FROM:	010-4400	5701	Miscellaneous	826,000
TO:	010-6130	7400	Capital Outlay	826,000

For the purpose of: Soccer field lighting at soccer fields with ARPA funds.

\_\_\_\_\_  
Supervisor



\_\_\_\_\_  
Department Head

---

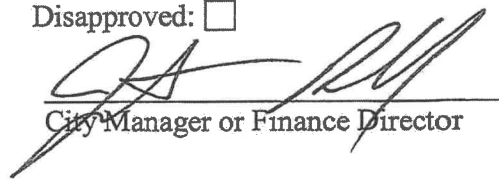
### ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved: ☒

Disapproved: ☐

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

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

  
\_\_\_\_\_  
City Manager or Finance Director

\_\_\_\_\_  
Date

Council

## Request for Transfer of Funds

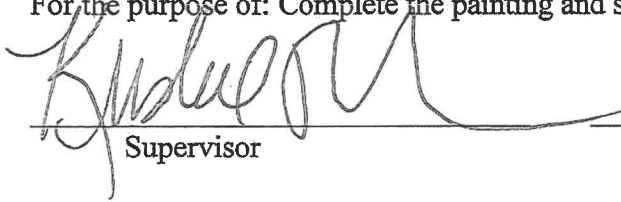
Date: 2-15-23

TO: City Manager or Finance Director  
FROM: Kristi Roberson  
SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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

	Department	Account Number	Account Name	Amount
FROM:	Recreation	010-6120-0400	Prof Services	2,000.00
		010-6120-1400	Employee Development	2,000.00
		010-6121-1500	M/R Building	14,000.00
		010-6121-5601	Athletic Programs	1,000.00
		010-6130-1500	M/R Building	3,000.00
		010-6130-0300	PT Salaries	2,400.00
TO:	Recreation	010-6130-7400	Capital Outlay	\$24,400.00

For the purpose of: Complete the painting and striping of the 15<sup>th</sup> Street and 5<sup>th</sup> Street Basketball Courts.

  
Supervisor

Department Head

---

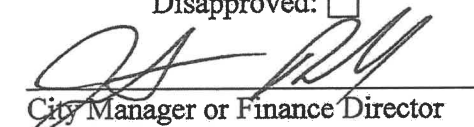
ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved: ☒

Disapproved: ☐

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

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

  
City Manager or Finance Director

Date

2/20/23

Council

## Request for Transfer of Funds

Date: 2/28/23

TO: City Manager or Finance Director

FROM: Matt Rauschenbach


SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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

	Department	Account Number	Account Name	Amount
FROM:	010-4400	5701	Miscellaneous	110,000
TO:	010-4131	7400	Capital Outlay	110,000

For the purpose of: Finish the rack project at the warehouse with ARPA funds.

\_\_\_\_\_  
Supervisor

  
\_\_\_\_\_  
Department Head

---

### ACTION OF CITY MANAGER OR FINANCE DIRECTOR

Approved: ☒

Disapproved: ☐

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

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

  
\_\_\_\_\_  
City Manager or Finance Director

\_\_\_\_\_  
Date

**Mayor**  
Donald R. Sadler

**City Manager**  
Jonathan Russell



**Washington City Council**  
Richard Brooks  
Lou Hodges  
William Pitt  
Mike Renn  
Bobby E. Roberson

---

**To: Mayor Sadler & Members of the City Council**  
**From: Matt Rauschenbach, C.F.O.**  
**Date: March 7, 2023**  
**Subject: PO's > \$50,000**

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

<u>Amount</u>	<u>Vendor</u>	<u>Description</u>
\$1,207,140.05	Metcon, Inc.	Medivac hanger (MH)
\$1,418,174.83	Metcon, Inc.	Runway & Taxiway lighting
\$352,000.00	Washington Housing Authority	Wish program
\$4,768,003.31	Metcon, Inc.	Corporate jet hanger project
\$3,600,708.45	Metcon, Inc.	Taxiway to jet park project
\$1,079,919.65	Metcon, Inc.	Civil, water, & sewer improvement
\$166,411.00	Radio Communications	Phone system for Police Department
\$250,000.00	Federal Data Systems LLC	FedData 5G Network

---

## Memo:

DATE: March 1, 2023  
TO: Mayor and City Council  
FROM: Teresa Hamilton, Parks & Recreation  
RE: July 4<sup>th</sup> 2023

In March of 2012 City Council authorized the City Manager to sign the Release, Hold Harmless and Indemnification agreement with Bridge Harbor, LLC. City Council also authorized the City Manager to sign the Agreement with East Coast Pyrotechnics, INC. The Manager was authorized to sign these agreements for future years as long as the release or agreement did not change.

The Release, Hold Harmless and Indemnification Agreement from the City to Bridge Harbor, LLC for the use of Bridge Harbor, LLC's property during the July 4, 2023 has been executed. The Agreement with Pyro Shows East Coast Inc., formerly East Coast Pyrotechnics has also been executed.

The Washington Electric Advisory Board met on Thursday, February 16<sup>th</sup>, 2023 at 5:00pm in the City Council Chambers at the Municipal Building. Present were: Stewart Rumley, Hatteras Brooks, Bobby Roberson and John Taylor. Absent was Walter Manning, Nicholas McKinley and Christopher Satchel. One inside seat remains vacant.

Also present were: Interim Electric Director, Matt Rauschenbach; Electric Operations Superintendent, Macon Respass; Electric Support Superintendent, Shane Lewis; Electric System Engineering Supervisor, Frank DeMercurio; and Electric Administrative Support Specialist, Rachel Smith.

Matt Rauschenbach called the meeting to order at 5:05 p.m. and delivered the invocation.

**APPROVAL/AMMENDMENTS TO THE AGENDA:** Approved; no amendments

**COMMENTS FROM THE PUBLIC:** NONE

**FEEDBACK FROM THE COUNCIL:** NONE

**CORRESPONDENCE AND SPECIAL REPORTS:** NONE

**OLD BUSINESS:** NONE

**NEW BUSINESS:**

**DISCUSSION – '23 – '24 CIP – MATT RAUSCHENBACH**

Matt Rauschenbach spoke on 10-year plan and vehicle replacements. Matt touched on the higher priced items such as: 1.2 million for Asbury Church and River Road Refeed, 1 million for West 5<sup>th</sup> street 34 kV rebuild from Plymouth Street to 9<sup>th</sup> street, 1 million for the Main Substation Transformer upgrade and \$280,000 for replacing one of our line trucks. Matt also explained that we have hired E Source to help us through our AMI project, which they quoted us between 10-11 million, which includes the water side. Stewart Rumley questioned whether or not we are replacing lines with what the long range plan suggested. Shane Lewis explained that the load(s) may fluctuate, so we may not always be able to use the lines they suggested in the long range plan. Matt Rauschenbach spoke up and stated that the Asbury Church and River Road Refeed project would start next year and we would be engineering it out to figure out which way would be the most cost effective.

**DISCUSSION – '23 – '24 BUDGET – MATT RAUSCHENBACH**

Stewart Rumley questioned budget 6612-4503, Credit Card Processing Fees; he questioned if we could look into starting to charge customers to use cards for payments. Mr. Rumley questioned 6612-9210, Transfer to General Fund, he suggested we change the verbiage on the description. Mr. Rumley questioned 7222-0409, GIS Mapping Project and when this project would be completed. Matt Rauschenbach stated by the end of the AMI project. Mr. Rumley questioned why the 401k allowances have increased so much this year. Mr. Rauschenbach explained the City's contributions hadn't increased, but there has been an increase of employees since last year. Mr. Rumley questioned 8375-5701, Heat Pump Rebates, he questioned if we could decrease this amount to \$7,500; Matt Rauschenbach said the City likes to encourage switching to more energy efficient water heaters and water pumps. Mr. Rumley questioned why 8380-1400, Employee Development has increase so

much this year. Macon Respass explained that this year is one of the first since COVID that they are allowing in-person classes, he also explained that he has a lot of new employees that require the basic courses.

**DISCUSSION – COST-OF-SERVICE STUDY – MATT RAUSCHENBACH**

Matt Rauschenbach went over the cost-of-service study we received from Booth and Associates that they generated using our 10-year plan. Mr. Rauschenbach wanted input from the Board whether or not we should go with the cost-of-service study results, which would be a 1.36% change and an increase of 7.6% on residential base rates. Or the other option is a 1.36% change and an increase of 4.21% on residential base rates. Mr. Rauschenbach stated that these numbers would more than likely be bringing residential base rates to at least \$20 a month. We would not increase to this number all at once, instead, we would increase little by little each year. Mr. Rauschenbach will check with Booth and Associates and ask for their suggestions. Stewart Rumley suggested that we review these numbers every year.

**ANY OTHER ITEMS FOR THE CITY MANAGER OR HIS DESIGNEE:**

NONE

**ANY OTHER ITEMS FOR THE CHAIRMAN OR OTHER MEMBERS OF THE BOARD:**

NONE

**ADJOURNMENT:**

Meeting was adjourned at 5:48 p.m. until March 16<sup>th</sup>, 2023

**Rachel H. Smith – Electric Administration Support Specialist (252) 975-9303**



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Cynthia S. Bennett, City Clerk  
**Date:** March 13, 2023  
**Subject:** Appointment to Washington-Warren Airport Authority  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

**(Mike Renn - Liaison)**

I move that the City Council appoint \_\_\_\_\_ to the Washington-Warren Airport Authority to fill a VACANT un-expired position. Term to expire June 30, 2024.

**BACKGROUND AND FINDINGS:**

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_ Requires additional appropriation ☒ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Board Applications

Requested Board Washington-Warren Airport Authority

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

NAME Stewart Rumley

ADDRESS 207 Willows CT, Washington, NC 27889

PHONE (WORK) \_\_\_\_\_ (HOME) 252-955-2299

E-MAIL ADDRESS stewart@stewartrumley.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES (☒) NO (☐)

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 30+ YEARS

YEARS OF EDUCATION 16

HAVE YOU SERVED ON A BOARD/COMMISSION OF THE CITY? YES (☒) NO (☐)

IF YES, PLEASE INDICATE Washington Electric Utilities Advisory Board

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.*

Extensive Military Aviation qualifications and experience. Aerodrome facilities planning experience.  
( Coast Guard Air Station, NC).

Local Government experience.

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.

February 6, 2023

Date

Stewart Rumley  
Signature

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

Requested Board Washington-Warren Airport Authority Board

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

NAME Lynda E. Lane

ADDRESS 255 Mass Way, Washington NC 27889

PHONE (WORK) cell 252-721-3955 (HOME) \_\_\_\_\_

E-MAIL ADDRESS lane/lynda42@gmail.com

DO YOU LIVE WITHIN THE CORPORATE LIMITS OF WASHINGTON? YES ☒ NO ☐

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? 16 YEARS

YEARS OF EDUCATION 20

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? No IF YES, EXPLAIN \_\_\_\_\_

STATE REASONS WHY YOU FEEL QUALIFIED FOR THIS APPOINTMENT (s) (OPTIONAL): Use back of  
sheet if additional space is needed.

(See attached)

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.

12-5-2022  
Date

Lynda E. Lane  
Signature

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

**Lynda E. Lane -**

**Statement of Interest, Washington-Warren Airport Authority Board**

I worked for the Federal Aviation Administration for eleven years from their headquarters office in Washington DC. While not in a technical position, I was leadership development for executives and managers. I worked in all parts of the organization. I learned a lot about the work and operations of the organization and the aviation system.

I am very interested in economic development and joined the Committee of 100 when I moved here 16 years ago and continue to be a member until today. I have been very involved with Arts of the Pamlico as it took on ownership of the Turnage Theatre. As Chair of the Board (3 years) and member of the Executive Committee (6 years), I worked to build AoP/Turnage Theatre into a financially stable and sustainable organization as an economic driver in this community.

**Lynda E. Lane**  
**255 Moss Way, Washington, NC 27889**  
**lanelynda42@gmail.com**  
**252-721-3955**

Community activist and philanthropist.

Music and the arts can create peace and understanding in the world.

**- Education:**

- BS, Home Economics Education, UNCG
- MS, Educational Counseling, NCSU
- ABD, Executive Leadership in HRD, George Washington University

**-Work Experience:**

- Taught delinquent girls in a State Training School
- Counseled Work Incentive Program (WIN) participants, welfare mothers, as they returned to the world of work
- Developed norms for aptitude tests by completing psychological test research studies
- Management Consultant-Leadership Development for Executives and Managers seeking individual behavior change and organizational culture change.
- Coached executives one-on-one
- Led leadership teams in small group process
- Led whole organizations in large group process

**-Volunteer Experience:**

- Led Arts of the Pamlico (AoP)/Turnage Theatre, as it took on ownership of the Turnage Theatre, into a financially stable and sustainable organization as Chair of the Board (3yrs) and member of the Executive Committee (6yrs).
- Member and supporter of a variety of community organizations

**-Personal Interests:**

- Traveled extensively throughout the world as a tourist
- Lived in Paris, France for a year
- Enthusiast for theater, music, arts, opera, singing, travel, historic preservation, economic development,



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Hope Woolard, Public Works Director  
**Date:** March 13, 2023  
**Subject:** WTP Emergency Generator  
**Applicant Presentation:** N/A  
**Staff Presentation:** Hope Woolard, Public Works Director

### **RECOMMENDATION:**

I move that City Council approve to amend the Budget Ordinance and the Grant Project Ordinance for the ASADRA WTP Emergency Generator Project (WIF 2009).

### **BACKGROUND AND FINDINGS:**

This Action Item amends the budget for this project to add \$16,260 to Contingency (206-8244-9900).

### **PREVIOUS LEGISLATIVE ACTION:**

### **FISCAL IMPACT**

☐ Currently Budgeted (Account: \_\_\_\_\_) ☒ Requires additional appropriation ☐ No Fiscal Impact

### **SUPPORTING DOCUMENTS**

Budget Ordinance Amendment  
Grant Project Ordinance Amendment

**AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCE FOR  
DRINKING WATER ASADRA WTP EMERGENCY GENERATOR  
Project No. WIF-2009  
CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2022-2023**

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

Section 1. That the Estimated Revenues in the ASADRA WTP Emergency Generator Grant Project Fund be increased or decreased in the following accounts and amounts:

206-3980-3000	Transfer from Water Fund	\$	16,260
---------------	--------------------------	----	--------

Section 2. That the following appropriation accounts in the ASADRA WTP Emergency Generator Grant Project Fund be increased or decreased by the following amounts to fund contingency:

206-8244-9900	Contingency	\$	16,260
---------------	-------------	----	--------

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 13th day of March, 2023.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE  
OF THE CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2022-2023**

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

Section 1. That the following accounts of the Water Fund revenue budget be increased or decreased by the respective amounts indicated to fund contingency for the water treatment plant generator:

030-3991-9910	Fund Balance Appropriated	\$	16,260
---------------	---------------------------	----	--------

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

030-6610-9276	Transfer to Project Funds	\$	16,260
---------------	---------------------------	----	--------

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 13th day of March, 2023.

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Hope Woolard, Public Works Director  
**Date:** March 13, 2023  
**Subject:** ASADRA WTP Emergency Generator Project (WIF 2009)  
**Applicant Presentation:** N/A  
**Staff Presentation:** Hope Woolard, Public Works Director

### **RECOMMENDATION:**

I move that Council award the construction of the ASADRA WTP Emergency Generator Project (WIF 2009) to M-W Electric, Inc. in the amount of \$495,900.00 for said construction.

### **BACKGROUND AND FINDINGS:**

The City of Washington Received bids on Thursday, February 2, 2023 for the ASADRA WTP Emergency Generator Project (WIF 2009). Four bids were received ranging from \$495,000 to \$689,805 with M-W Electric, Inc. submitting the lowest bid. Supporting documents attached.

### **PREVIOUS LEGISLATIVE ACTION:**

### **FISCAL IMPACT**

☒ Currently Budgeted (Account: 206-8244) ☐ Requires additional appropriation ☐ No Fiscal Impact

### **SUPPORTING DOCUMENTS**

- Bid Evaluation (WithersRavenel)
- Bid Tabulation Sheet
- M-W Electric, INC Bid Form
- Bid Bond



**WithersRavenel**

Our People. Your Success.

February 8, 2023

Hope Woolard  
Public Works Director  
City of Washington  
102 E. Second Street  
Washington, NC 27889

RE: Bid Evaluation and Recommendation of Award – Washington WTP Emergency Generator  
WR Project No. 09200352.01

Dear Ms. Woolard:

On Thursday, February 2, 2023, at 3:00 pm bids were received for the above referenced project. The intent of this letter is to present our evaluation of the bids and make a recommendation for award.

#### BID EVALUATION

The bid form was set up with a Base Bid. Four (4) bids were received with all submittals containing the Base Bid. The bids were opened and read publicly. Bidders included Bitting Electric, M-W Electric, Inc., Recore, LLC, and Turner Murphy Company, Inc. M-W Electric, Inc. of Red Springs, NC was the low bidder with a Base Bid amount of \$495,900.00. A review of the bid submittal package for M-W Electric, Inc. revealed that the bid was complete and the required supporting documentation was provided.

#### RECOMMENDATION OF AWARD

Based on our review of the bid tabulation, WithersRavenel experience with Contractor and references comments, WithersRavenel recommends that the City of Washington award the contract (Base Bid) to M-W Electric, Inc. WithersRavenel appreciates the opportunity to continue to assist the City of Washington.

If you have any questions or need additional information, please call (919) 238-0424 and I will be glad to assist you.

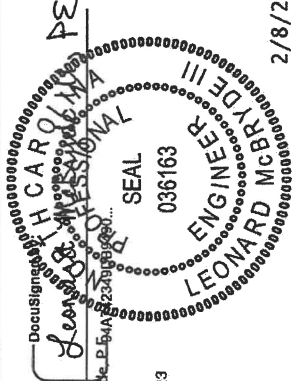
Sincerely,

WithersRavenel

Utility Director, Wilmington

Attachments: Certified Bid Tabulation

Project Bid Tabulation			February 2, 2023			Biting Electric			M-W Electric, Inc.			Recore, LLC			Turner Murphy Co., Inc.		
WTP Emergency Generator (ASADRA WIF-2009)																	
City of Washington																	
WithersRavenel Project No. 09200352.01																	
Item No.	Item Description	Unit	Est. Quan.	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price
Base Bid																	
1	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 15,000.00	\$ 15,000.00	\$ 306,635.00	\$ 306,635.00	\$ 495,900.00	\$ 495,900.00	\$ 648,529.00	\$ 648,529.00	\$ 75,000.00	\$ 75,000.00	\$ 589,805.00	\$ 589,805.00
2	600 kW Generator	LS	1	\$ 507,344.00	\$ 507,344.00	\$ 470,900.00	\$ 470,900.00	\$ 239,682.00	\$ 239,682.00	\$ 102,212.00	\$ 102,212.00	\$ 102,212.00	\$ 102,212.00	\$ 75,000.00	\$ 75,000.00	\$ 589,805.00	\$ 589,805.00
3	Site Restoration	LS	1	\$ 2,200.00	\$ 2,200.00	\$ 10,000.00	\$ 10,000.00	\$ 102,212.00	\$ 102,212.00	\$ 495,900.00	\$ 495,900.00	\$ 648,529.00	\$ 648,529.00	\$ 75,000.00	\$ 75,000.00	\$ 589,805.00	\$ 589,805.00
Total Base Bid				\$	511,544.00	\$	495,900.00	\$	648,529.00	\$	495,900.00	\$	648,529.00	\$	75,000.00	\$	689,805.00

By:  Leonard McBryde III, P.E.  
 Date: February 8, 2023

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

M-W Electric, Inc dba M-W Electrical Construction

By:

*[Signature]*



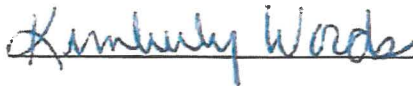
*[Printed name]*

Mike V. Woods

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

Kimberly Woods

Title:

President

Submittal Date:

2-2-23

Address for giving notices:

PO Box 67 Red Springs, NC 28377

Telephone Number:

910-843-9811

Fax Number:

910-843-9849

Contact Name and e-mail address:

Cameron Woods

cwoods@mwecinc.com

Bidder's License No.:

NC License # 14918U

*(where applicable)*

City of Washington					
WTP Emergency Generator (ASADRA WIF-2009)					
Item No.	Item Description	Unit	Est. Quan.	Unit Price	Extended Price
1	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
2	600 kW Generator	LS	1	\$ 470,900	\$ 470,900
3	Site Restoration	LS	1	\$ 10,000	\$ 10,000
				Total Bid	\$ 495,900.00
four hundred ninety-five thousand nine hundred dollars					
(Write Out In Words)					

## FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
M-W Electric, Inc. \_\_\_\_\_ as  
principal, and The Cincinnati Insurance Company \_\_\_\_\_, as surety, who is  
duly licensed to act as surety in North Carolina, are held and firmly bound unto  
City of Washington \_\_\_\_\_ as obligee,  
in the penal sum of Five Percent of Amount Bid \_\_\_\_\_ 5% DOLLARS, lawful money of  
the United States of America, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

Signed, sealed and dated this 2nd day of February, 2023

WHEREAS, the said principal is herewith submitting proposal for  
WTP Emergency Generator (ASADRA WIF-2009)  
and the principal desires to file this bid bond in lieu of making the cash deposit as required  
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that  
if the principal shall be awarded the contract for which the bid is submitted and shall  
execute the contract and give bond for the faithful performance thereof within ten days after  
the award of same to the principal, then this obligation shall be null and void; but if the  
principal fails to so execute such contract and give performance bond as required by G.S.  
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in  
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by  
G.S. 143-129.1

M-W Electric, Inc. (SEAL)

By: Kimberly H. Wood (SEAL)

\_\_\_\_\_  
(SEAL)

The Cincinnati Insurance Company (SEAL)

By: Heather Segrist (SEAL)  
Heather Segrist, Attorney-in-Fact



THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Heather Segrist** its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

Surety Bond Number: **Bid Bond**  
Principal: **M-W Electric, Inc.**  
Obligee: **City of Washington**

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Justice*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*  
Keith Collett, Attorney at Law  
Notary Public - State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this **2nd** day of **February**, **2023**



*Ed R*

## NOTICE OF AWARD

Date of Issuance:

Owner: City of Washington

Owner's Contract No.: CDBG 19-I-3109

Engineer: WithersRavenel

Engineer's Project No.: 09200352.01

Project: WTP Emergency Generator (ASADRA WIF-2009) Contract Name:

Bidder: MW-Electric, Inc.

Bidder's Address: 605 East 4th Avenue

\*Note EJCDC C-510 Document was  
Modified per Division of Water  
Infrastructure Request

### TO BIDDER:

You are notified that Owner has accepted your Bid dated January 26, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WTP Emergency Generator (ASADRA WIF-2009) project.

The Contract Price of the awarded Contract is: \$495,900.00

(three) copies of the proposed Performance Bond, Payment Bond, and Agreement accompany this Notice of Award.

(three) sets of the fully executed Contract Documents and Drawings will be delivered separately or otherwise made available to you immediately after execution. You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner (three) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Washington

Contractor:

Authorized Signature: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Copy: Engineer

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Washington {"Owner"} and  
MW-Electric, Inc. {"Contractor"}.

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of the installation of a 600 kW generator and automatic transfer switch that will be able to provide full backup power to the City of Washington Water Treatment Plant along with associated site improvements.

**ARTICLE 2 – THE PROJECT**

The Project, of which the Work under the Contract Documents is a part, is known as the WTP Emergency Generator (ASADRA WIF-2009) project.

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by WithersRavenel.
- 3.02 The Owner has retained WithersRavenel ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 90 consecutive calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 consecutive calendar days after the date when the Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500/Day for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500/Day for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as shown on the Bid form. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

#### ARTICLE 6 – PAYMENT PROCEDURES

##### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
  - a. 95% of Work completed (with the balance being retainage); and
  - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. When 50% of the Work of the original Contract has been completed and in the opinion of the Owner the Contractor continues to perform satisfactorily and nonconforming work identified in writing prior to that time by the Engineer or OWNER has been corrected by the Contractor and accepted by the Owner, the Owner with written consent of surety will adjust future partial payments so that 2½% of the original Contract Price is retained.
3. The project shall be deemed 50% complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equals or exceeds 50% of the original value of the contract, except the value of materials stored on-site shall not exceed 20% of the Contractor's gross invoices for the purpose of determining whether the project is 50% complete.
4. If the Owner determines it is appropriate to reduce retainage, the method used for such adjustment shall be to fix retainage at 2½% of the original Contract amount (when the work is 50% complete) and to pay all subsequent Partial Payment Requests to the full approved amount. The intent of such an adjustment is to gradually reduce retainage to 2½% of the original Contract amount when the work is 100% complete. Following 50% completion of the project, the Owner may also withhold additional retainage from any subsequent periodic payment, not to exceed 5%, in order to allow the Owner to retain 2½% total retainage through the completion of the project.
5. If the Owner determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent periodic payment application up to a maximum amount of 5% of the original Contract amount.
6. Within 60 days after the submission of a final pay application, the Owner with written consent of the surety shall release to the Contractor all retainage on payments held by the Owner if (1) the Owner receives a certificate of substantial completion from the Engineer, or (2) the Owner receives beneficial occupancy or use of the project. However, the Owner may retain sufficient funds to secure completion of the project or corrections on any work. If the Owner retains funds, the amount retained shall not be more than 2½ times the Engineer's estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the written consent of the Contractor's surety.
7. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early

finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the Owner from the Contractor pursuant to statute.

8. Nothing shall prevent the Owner from the withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the Owner or reasonable evidence that a third-party claim will be filed.
- A. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### **6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 8 percent per annum.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such

information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance bond
  - 3. Payment bond
  - 4. General Conditions
  - 5. Supplementary Conditions
  - 6. Specifications as listed in the table of contents of the Project Manual
  - 7. Construction Drawings dated December 21, 2022.
  - 8. Addenda (numbers (First Addendum No.) to (Last Addendum No.), inclusive)
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (Effective Date of Agreement) (which is the Effective Date of the Contract).

OWNER:

City of Washington

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:  
102 E. Second Street

Washington, NC 27889

\_\_\_\_\_

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

CONTRACTOR:

MW-Electric, Inc.

By: Kimberly Woods

Title: Vice President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: Kimberly Woods

Title: PM

Address for giving notices:  
605 East 4th Avenue

Red Springs, NC 28377

\_\_\_\_\_

License No.: 14918-U  
*(where applicable)*

**NOTE TO USER:** Use in those states or other jurisdictions where applicable or required.



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Kristi Roberson, Parks & Recreation Director  
**Date:** March 13, 2023  
**Subject:** Approve Grant Project Ordinance Amendment for DEQ Wetlands Boardwalk Reconstruction Phase II Grant  
**Applicant Presentation:** N/A  
**Staff Presentation:** Kristi Roberson

### **RECOMMENDATION:**

I move that City Council approve the Grant Project Ordinance Amendment for DEQ Wetlands Boardwalk Reconstruction Phase II Grant in the amount of \$411,000.

### **BACKGROUND AND FINDINGS:**

Transferring funding for the electrical and plumbing work.

### **PREVIOUS LEGISLATIVE ACTION**

### **FISCAL IMPACT**

☐ Currently Budgeted (Account ) ☒ Requires additional appropriation ☐ No Fiscal Impact

### **SUPPORTING DOCUMENTS**

Grant Project Ordinance Amendment

**AN ORDINANCE TO AMEND THE GRANT PROJECT ORDINANCE FOR  
DEQ BOARDWALK RECONSTRUCTION GRANT  
CITY OF WASHINGTON, N.C.  
FOR THE FISCAL YEAR 2022-2023**

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

Section 1. That the Estimated Revenues in the DEQ Boardwalk Reconstruction Grant Project Fund be increased or decreased in the following accounts and amounts:

121-3344-0521	Local Match	\$ 411,000
---------------	-------------	------------

Section 2. That the following appropriation accounts in the DEQ Boardwalk Reconstruction Grant Project Fund be increased or decreased by the following amounts to fund the electrical construction:

121-4930-4502	Construction	\$ 411,000
---------------	--------------	------------

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 13th day of March, 2023.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



RKTK

## REQUEST FOR CITY COUNCIL ACTION

**To:** Mayor Sadler & Members of the City Council  
**From:** Cynthia S. Bennett, City Clerk  
**Date:** March 13, 2023  
**Subject:** Appointment to Washington-Warren Airport Authority  
**Applicant Presentation:** N/A  
**Staff Presentation:** N/A

**RECOMMENDATION:**

**(Mike Renn - Liaison)**

I move that the City Council appoint \_\_\_\_\_ to the Washington-Warren Airport Authority to fill a VACANT un-expired position. Term to expire June 30, 2024.

**BACKGROUND AND FINDINGS:**

Replace

**PREVIOUS LEGISLATIVE ACTION**

N/A

**FISCAL IMPACT**

\_\_\_ Currently Budgeted (Account \_\_\_\_\_) \_\_\_ Requires additional appropriation ☒ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Board Applications

March 7, 2023

Jonathan Russell  
City Manager  
City of Washington  
102 E. Second Street  
Washington, NC 27889

Reference: Jack's Creek Floodplain and Greenway Improvement Project

Dear Mr. Russell,

Please find attached RK&K's proposal for design services for the Jack's Creek floodplain and greenway improvement project for the City of Washington. We are eager to begin work on this effort to increase the resiliency of the City of Washington.

The attached Standard Terms and Conditions to Proposal and the associated scope of services are incorporated by reference into and are part of this Proposal. RK&K will only proceed after both the Proposal and the Terms and Conditions are deemed accepted by the city through a signature.

Please let me know if you have any questions or need any additional information.

Sincerely,  
Rummel, Klepper & Kahl, LLP

A handwritten signature in black ink, appearing to read 'G. Marsh', is written over a light blue horizontal line.

Gordon Marsh, PWS, STP  
Project Manager

Enclosure

cc: RK&K – BKS

## **ARTICLE I – Base Scope of Services**

### **Project Description**

The City of Washington intends to retain an Engineer to provide professional services required to produce plans and contract documents for the construction of one project that will increase stormwater capacity while maintaining or re-establishing the existing greenway, with minor improvement, along Jack's Creek. Potential designs to Increase stormwater capacity include floodplain grading and re-connection, stream bank expansions and/or nature-based flood control sites that support recreational uses. Potential greenway improvements include re-establishing any impacted areas, providing connections to the existing greenway, increasing resting areas via benches, and increasing shade via tree planting. All work performed will be completed using the grant funds awarded to the City of Washington by the Division of Coastal Management in July of 2022 to complete Phase III engineering and design for the N.C Resilient Coastal Communities Program (RCCP). A map showing the project limits is included as Attachment A.

RK&K will produce design plans, perform work pertaining to natural resource, develop construction documents, and coordinate with the City in accordance with the following scope of services:

### **Field Work, Surveys, and Natural Resource Delineations**

RK&K will obtain QL2 LiDAR surface topographic data from the North Carolina Floodplain Mapping Program and utilize survey control from the City to verify critical topographic survey data. Control elevations, invert elevations, flood elevations, and critical infrastructure elevations will be used in the construction drawings. The plans will call for a Professional Land Surveyor licensed in the State of North Carolina to verify plan elevations prior to construction during Phase IV.

The portion of Jack's Creek within the project study area will be observed for jurisdictional streams and wetlands. RK&K will obtain sub-meter accurate feature boundaries to be mapped on the design plans used for future coordination with the US Army Corps of Engineers and the North Carolina Department of Environmental Quality including its Division of Coastal Management. Habitat determinations for threatened and endangered species will be evaluated. A preliminary jurisdictional determination request will be submitted to the US Army Corps of Engineers and the North Carolina Department of Environmental Quality. A Natural Resources Technical Memo will be submitted to the City for future coordination with Fish and Wildlife Services during phase IV permitting.

RK&K will conduct field visit to collect and verify data. Field crews will also investigate opportunities to refine the nature-based flood improvements. A kickoff meeting with the City will occur at this time.

### **25% Design**

During this phase, the Engineer will prepare 25% design plans. These design plans shall consist of a title sheet, existing condition, details, and erosion control plans. Concepts for nature-based

solutions to increase stormwater capacity and improve the existing greenway will be presented during this phase of the project. RK&K will meet virtually with the City to discuss the drawings and determine the nature-based solution that will move forward to final design.

### **Final Design Phase**

The Engineer shall develop final plans and project special provisions in sufficient form and detail for the City to let construction contracts. All final designs for the Project shall conform to the appropriate NCDEQ guidance, United States Army Corps of Engineers regulations, and the requirements of the City.

The Engineer shall complete the final construction plans, incorporating and resolving all comments from the City and in such detail as to allow the City to let the proposed work to contract. The plans may include a title sheet, existing conditions sheet, grading plans, greenway relocation plans, erosion control plans, erosion control notes / details, planting plans, and cross sections for flood improvements. The Engineer shall furnish one (1) hard copy set of 100% final construction plans and one (1) electronic set in PDF format to the City for approval.

After final plans are reviewed by City staff, the Engineer shall furnish to the City one (1) electronic set (in PDF format) of sealed documents which shall include specifications, special provisions, quantities, sealed project plans.

### **Meetings, Coordination, and Project Management**

#### **Meetings and Coordination**

The Engineer shall make available, at reasonable times, responsible staff members to meet with City staff to review the content and progress of the Project.

The Engineer shall provide routine project management and administration activities, including monthly progress reports, and project letters/correspondence through the anticipated four (4) month duration.

#### **MicroStation/GEOPAK**

The Engineer shall prepare all plan sheets through a computer aided drafting and design system. At the time of delivery of project plans for bidding, the Engineer shall furnish to the City the final MicroStation/GEOPAK (Version 8i) design files, as represented by the final construction plans, excluding any extraneous working files.

#### **Permitting Fees**

Permitting fees and services will be included with the Phase IV RCCP funding and scope.

#### **Project Schedule**

Plans shall reach a level of completeness necessary to apply for permits and approvals as required per the RCCP Phase III Grant conditions.

## **ARTICLE II - Additional Services**

If requested in writing by the City and accepted by the Engineer, the Engineer shall furnish or obtain from others Additional Services, which are not included under Article I. The Additional Services shall be paid for by the City at rates to be agreed upon by the City and the Engineer in writing. Equitable adjustments shall be made to the time of completion for the Additional Services.

## **ARTICLE III – Excluded Services**

- Model Validation/Verification services
- Subsurface Utility Engineering (SUE)
- Property Surveys, Easement Exhibits / Plats
- 401/404 Stream/Wetland Permitting and Fees (included in Phase IV)
- Coastal Area Management Act (CAMA) and Permitting Fees (included in Phase IV)
- NCDEQ / NG01 Erosion Control Permitting and Fees
- National Environmental Policy Act (NEPA) Services (Categorical Exclusions, Environmental Assessments, Environmental Impact Statement etc.)
- Private Utility Coordination
- Water/Sewer Relocation Design
- Bid Assistance (Pre-bid, Addenda, and Bid Opening)
- Construction Management, Observation, and Materials Testing
- As-Builts
- Public Meetings, City Council Meetings, Community Involvement
- Geotechnical Data Collection and Design
- Survey data sealed by licensed survey in the State of North Carolina
- Construction Staking
- Wetland Mitigation / Crediting
- Grant Administration
- Design and field work for septic impacts
- Floodgate design and analysis
- Pump design and analysis
- Greenway curb ramp and street crossing design
- Roadway signage and signal design

## **ARTICLE III – Data, Services, Materials to be Provided by the City**

- Survey data previously collected.
- Front end documents including bond forms, bid forms, and minority business forms.

## **ARTICLE IV – Fee for Services**

### **Project Fee**

The following lump sum fee will be paid for the project: **\$55,000.**

**Approval**

Approved by Client:

---

Donald Sadler  
Mayor, City of Washington

---

Date

---

Matt Rauschenbach  
Finance Officer, City of Washington

---

Date

Approved by RK&K:

---

B. Keith Skinner  
Partner, RK&K

---

Date

# Attachment A

## Project Limits



**STANDARD TERMS AND CONDITIONS TO PROPOSAL FOR  
CONSULTING ENGINEERING SERVICES  
BETWEEN RUMMEL, KLEPPER & KAHL, LLP AND CLIENT**

1. These Terms and Conditions apply to and are a part of Rummel, Klepper & Kahl, LLP's (RK&K) Proposal to Client dated March 7, 2023. In the event of any conflict between these Terms and Conditions and the terms established in the body of the Proposal, the latter shall govern.
2. RK&K will perform its professional services in accordance with the prevailing standard of professional care for similar services in relation to projects of similar scope, size, and complexity. No warranties regarding the fitness, timeliness, or quality of professional services or work product are offered and no such warranties are implied.
3. Client agrees to pay all invoices on receipt. After thirty days, interest shall accrue at the rate of one percent per month (simple). After forty-five days from receipt, RK&K may suspend services or terminate for default. Client shall defend, indemnify, and hold RK&K harmless from all claims, liability, and damages incurred by Client or others in the event of suspension for non-payment or termination for default. If, after a suspension for non-payment, RK&K is paid and agrees to resume services, Client shall compensate RK&K for all start-up and remobilization costs associated therewith. In the event that legal action or other collection efforts are required to secure payment, Client shall be liable for all reasonable costs, expenses, and attorney fees associated therewith.
4. RK&K's services are performed solely and exclusively for Client. No third-party beneficiaries are or will be recognized.
5. RK&K assumes no responsibility for construction means, methods, sequences, safety precautions, or safety programs in connection with the construction of the Project. These responsibilities are reposed exclusively in the Construction Manager and/or General Contractor charged with executing the work described in the Construction Documents.
6. Any construction cost or time estimates offered by RK&K represent the opinion of RK&K as an engineer having familiarity with general construction costs and practices. RK&K does not warrant and shall not be responsible for actual construction costs or construction time.
7. Client shall immediately bring to the attention of RK&K any errors or omissions observed in the services or work product of RK&K.
8. Performance of construction phase services, if any, shall not be construed to relieve the Contractor or Construction Manager from responsibility to perform the construction work in accordance with the Construction Documents and accepted industry standards. RK&K is not responsible for the Contractor's failure to perform the construction work in accordance with the Construction Documents.

9. Client shall require the Contractor and/or Construction Manager to include RK&K as an additional named insured on all policies of insurance required by or procured pursuant to the Contract Documents.
10. Client and RK&K waive all claims against each other and shall require similar waivers from their respective contractors and consultants to the extent of any losses covered by a builder's risk or other property insurance covering the property or the Project.
11. No set-offs are permitted except with respect to claims for which RK&K has been adjudicated liable.
12. Unless otherwise expressly required by the terms of the Proposal, RK&K shall have no liability or responsibility for the presence, handling, or disposal of hazardous or toxic materials on the site.
13. If Client directs RK&K to perform services that are beyond the scope of the Proposal without first negotiating a lump sum fee, all such additional services shall be performed at 2.75 times direct personnel costs plus expenses.
14. RK&K shall be entitled to rely on Owner-furnished information, including information relating to the program, scope, and budget for the Project. If the Owner-furnished information is incorrect, or if it changes, RK&K shall be entitled to additional services compensation at 2.75 times direct personnel costs plus expenses based on the actual time required to adapt to the correct or new information and/or revise work product in connection therewith.
15. RK&K retains ownership of, and all intellectual property rights in, its instruments of service. Client shall be entitled to use this work product for this Project only and provided that RK&K is paid in accordance with the Proposal and these Terms and Conditions.
16. Client and RK&K agree to look exclusively to each other in the event of a claim arising out of the Proposal. Neither party will look to or make a claim against the principals or employees of the other.
17. Client and RK&K agree to waive all claims against the other for consequential damages arising out of or relating to, the Proposal or the services. Consequential damages include, without limitation, loss of profits, loss of use, loss of opportunities, and any other expectation losses.
18. The Proposal and these Terms and Conditions, and all services performed in connection therewith, shall be governed by the substantive law of the State in which the Project is situated.
19. The Proposal and these Terms and Conditions are an integrated document. If any one or more of these Terms and Conditions is held to be invalid, the balance shall survive.

## WASHINGTON TERMS AND CONDITIONS TO PROPOSAL FOR CONSULTING ENGINEERING SERVICES

1. Rummel, Klepper & Kahl, LLP (RK&K) is Limited Liability Partnership organized in the state of Maryland.

2. Primary contact and primarily responsible person for the contract will be the following:

<u>RK&amp;K</u>	<u>City of Washington</u>
Gordon Marsh	Jonathan Russell
8601 Six Forks Road	102 E. Second St
Forum 1, Suite 700	Washington, NC 27889
Raleigh, NC 27615	
(919) 878-9560	(252) 975-9317

3. The City of Washington will have an opportunity to review and/or inspect the deliverables prior to final acceptance. Deliverables for engineering work shall be in the form of paper copy, as well as (CAD) format.

4. The contract will be paid on a lump sum (fixed fee) basis. RK&K will complete the design services detailed in Article I of the scope for the fixed fee regardless of any costs incurred by the contractor or owner. Any work completed outside of the scope of Article I of the Scope of Services will be considered additional work and will be grounds for additional compensation.

5. All invoices submitted under the contract will include the Cities' project number.

6. RK&K will assist any necessary audit process through the city if necessary.

7. All mileage, copying, courier delivery, meals, postage, and other miscellaneous expenditures are included in the lump sum contract amount included within this proposal.

8. Contract documents for the construction contract will utilize base documents provided by the City of Washington as well as those required by NCDEQ and United States Army Corps of Engineers.

9. RK&K will evaluate cost comparisons/alternates as the design progresses. Once plans have been approved at each milestone re-work associated with any alternatives will be considered additional work.

10. Any opinions of probable cost provided represent RK&K's good faith professional judgement in light of its experience, knowledge and the information reasonably available to RK&K at the time of preparation of the opinion. However, since RK&K has no control over the market, economic conditions or bidding procedures, RK&K does not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions.

11. RK&K will update the schedule monthly or when milestones change and include the schedule with the invoice.



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Hope Woolard, Public Works Director  
**Date:** March 23, 2023  
**Subject:** Execute First Amendment to Water Tower Option and License Agreement  
**Applicant Presentation:** N/A  
**Staff Presentation:** Hope Woolard, Public Works Director

### **RECOMMENDATION:**

I move the City Council authorize the Mayor to execute the attached First Amendment to Water Tower Option and License Agreement with T-Mobile South LLC, to allow the telecommunications tower to remain on the City's Third Street Elevated water tank.

### **BACKGROUND AND FINDINGS:**

The current Water Tower Option and Lease Agreement between the City of Washington and T-Mobile was initiated in October 1999 and will expire on October 31, 2024. This Amendment would allow T-Mobile to continue to maintain their existing telecommunication tower on the City's Third Street Elevated tank for an additional five (5) consecutive 5-year terms. At the commencement of the first renewal term T-Mobile will pay the City \$2,212.50 per month with a 15% increase each renewal term.

### **PREVIOUS LEGISLATIVE ACTION:**

### **FISCAL IMPACT**

\_\_\_ Currently Budgeted (Account: \_\_\_\_\_) \_\_\_ Requires additional appropriation  X  No Fiscal Impact

### **SUPPORTING DOCUMENTS**

First Amendment to Water Tower Option and License Agreement

## **FIRST AMENDMENT TO WATER TOWER OPTION AND LICENSE AGREEMENT**

This First Amendment to Water Tower Option and License Agreement (the “**First Amendment**”) is effective as of the last signature below (the “**Effective Date**”), by and between The City of Washington, North Carolina, a North Carolina municipal corporation (“**Licensor**”), and T-Mobile South LLC, a Delaware limited liability company (“**Licensee**”) (successor in interest to “Triton PCS Property Company, L.L.C.”) (each a “**Party**”, or collectively, the “**Parties**”).

Licensor and Licensee (or their predecessors-in-interest) entered into that certain Water Tower Option and License Agreement dated October 14, 1999 (including all amendments, collectively, the “**Agreement**”) regarding the licensed premises (“**Premises**”) located on a portion of the property and at a Water Tower, as defined therein, on East Third St., Washington, North Carolina 27889, having a tax parcel identification number of: 5685-08-4123 (the “**Property**”).

For good and valuable consideration, Licensor and Licensee agree as follows.

1. At the expiration of the Agreement on October 31, 2024, the Term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms, each included as a Renewal Term, provided that Licensee may elect not to renew by providing Licensor at least thirty (30) days' notice prior to the expiration of the then current Renewal Term. Licensor may elect not to renew by providing Licensee at least twenty-four (24) months' written notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this First Amendment, Licensee shall pay Licensor Two Thousand Two Hundred Twelve and 50/100 Dollars (\$2,212.50) per month as the Fee, partial calendar months to be prorated in advance, by the fifth (5<sup>th</sup>) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Agreement, the Fee will escalate by 15% of the Fee in effect for the prior Renewal Term on the first day of each Renewal Term. In the event the Fee, or a portion thereof, should be prepaid or overpaid, Licensee shall be entitled to a credit for the amount of prepayment or overpayment.
  - a. In the event Licensor determines, in its sole discretion, that any type of work or repairs, including but not limited to painting, is required for the Water Tower and those repairs require temporary relocation of any of the Antenna Facilities, Licensee shall solely bear the entire cost for such temporary relocation. In the event said temporary relocation is located on property that is not owned by Licensor, payment of the Fee shall abate during the period of temporary relocation. In the event said temporary relocation is located on property that is owned by Licensor, payment of the Fee shall continue during the period of temporary relocation. Licensor will give at least one hundred eighty (180) days' prior written notice to Licensee.

3. Licensee may transmit and receive on any frequencies permitted by law, so long as there is no "Interference" as set forth in Paragraph 5 of the Agreement.
4. Notwithstanding anything to the contrary in the Agreement and as of the Effective Date of this First Amendment, Licensee may terminate the Agreement, upon prior written notice to Licensors without further liability, for any or no reason. Licensors may terminate the Agreement upon twenty-four (24) months prior written notice to Licensee without further liability, for any or no reason. Any prepaid Fee for any time period after the termination date shall be refunded to Licensee within thirty (30) days of termination.
5. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Licensors or Licensee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Licensee:

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ 56W0913D

If to Licensors:

City of Washington  
P.O. Box 1988  
Washington, NC 27889  
Attn: City Manager

6. Licensee and Licensors will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
7. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
8. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
9. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Licensors represents and warrants to Licensee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this First Amendment. If Licensors is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Licensors is solely responsible for all commissions, fees or other payment to Agent and (b) Licensors shall not impose any fees on Licensee to

compensate or reimburse Licensor for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.

10. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

**Licensor:**

**The City of Washington, North Carolina, a  
North Carolina municipal corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Licensee:**

**T-Mobile South LLC, a Delaware limited  
liability company**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PRE-AUDIT CERTIFICATE**

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

**CITY OF WASHINGTON**

\_\_\_\_\_  
MATT RAUSCHENBACH,  
CHIEF FINANCIAL OFFICER



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Hope Woolard, Public Works Director  
**Date:** March 13, 2023  
**Subject:** Replace Existing Chapter 30 - Stormwater Management Ordinance and Revised Local Program to Implement Tar-Pamlico Stormwater Rules  
**Applicant Presentation:** N/A  
**Staff Presentation:** Hope Woolard, Public Works Director

### **RECOMMENDATION:**

I move Council approve the ordinance to repeal Chapter 30 – Stormwater Management in its entirety and replace it with the new Chapter 30 – Stormwater Management attached and to approved the revised Local Program to Implement the Tar-Pamlico Stormwater Rules.

Both are to become effective May 1, 2023.

### **BACKGROUND AND FINDINGS:**

The North Carolina Environmental Management Commission and Department of Environmental Quality adopted revisions to The Tar-Pamlico Stormwater Rules on April 1, 2020, requiring municipalities to revise and update local Stormwater Ordinances and Programs to meet these requirements.

The Public Works Staff has been working with the State and Norris Environmental Engineering on the revised Stormwater Management Ordinance and Local Program to meet the new criteria.

### **PREVIOUS LEGISLATIVE ACTION**

April 10, 2006 – adopted current Stormwater Management Ordinance

### **PREVIOUS LEGISLATIVE ACTION:**

### **FISCAL IMPACT**

☐ Currently Budgeted (Account: 000-0000) ☐ Requires additional appropriation ☒ No Fiscal Impact

### **SUPPORTING DOCUMENTS**

Ordinance to amend Chapter 30 – Stormwater Management  
Local Program to Implement Tar-Pamlico Stormwater Rules

AN ORDINANCE TO AMEND CHAPTER 30 – STORMWATER MANAGEMENT, OF THE CODE  
OF ORDINANCES OF THE CITY OF WASHINGTON

WHEREAS, Title 15A of the North Carolina Administrative Code 02B .0731 Tar-Pamlico Nutrient Strategy: Stormwater requires the City of Washington to implement the stormwater requirements of that rule; and

WHEREAS, the North Carolina Environmental Management Commission and Department of Environmental Quality adopted revisions to the Tar-Pamlico Stormwater Rule on April 1, 2020 requiring the City of Washington as a designated municipality to revise and update the City's local Stormwater Ordinance and Program to meet the requirements of the revised rule; and

WHEREAS, The purpose of the City of Washington Stormwater Management Ordinance and program is to protect the public health, safety and welfare by controlling the discharge of pollutants into the stormwater conveyance system, protect and minimize impacts of flooding by regulations designed to control the rate of release of stormwater runoff, protect the riparian buffer along intermittent and perennial streams, and establish administration and enforcement procedures through which these purposes can be fulfilled;

WHEREAS, BE IT ORDAINED by the City Council of the City of Washington that:

Section 1: Chapter 30 Stormwater Management, Code of Ordinances be and is hereby repealed in its entirety and a new Chapter 30, Stormwater Management, be inserted as attached:

**Chapter 30 STORMWATER MANAGEMENT<sup>1</sup>**

**Sec. 30-1. Definitions.**

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

*Stormwater Control Measures (SCMs)* means structural controls that temporarily store or treat stormwater runoff, which act to reduce flooding, remove pollutants and provide other amenities.

*Board of Adjustment* means the City of Washington's Board of Adjustment.

*Built-upon area (BUA)* has the same meaning as in N.C.G.S. 143-214.7.(b2).

*Common plan of development* has the same meaning as in 15A NCAC 02H .1002(8).

*City* means the City of Washington, North Carolina.

*Development* has the same meaning as in N.C.G.S. 143-214.7(a1)(1).

*Development approval* means an administrative or quasi-judicial approval made pursuant to N.C.G.S. 160D-102 that is written and that is required prior to commencing development or undertaking a specific activity, project, or development proposal. Development approvals include, but are not limited to, zoning permits, site plan approvals, special use permits, variances, and certificates of appropriateness. The term also includes all other regulatory approvals required by regulations adopted pursuant to N.C.G.S. 160D-102, including plat approvals, permits issued, development agreements entered into, and building permits issued.

---

<sup>1</sup>State law reference(s)—Stormwater runoff rules and programs, G.S. 143-214.7(c); applicability of Tar-Pamlico River Basin nutrient sensitive waters management strategy to Washington, 15A NC Admin. Code 2B.0731(b)(1)(F).

*Director* means the Director of Public Works for the City of Washington.

*Drainage easement* means an easement granted for the installation and maintenance of stormwater drainage facilities and/or along a natural stream or watercourse for preserving the channel and providing access for maintenance and operation.

*Drainage facilities* means all ditches, channels, conduits, retention-detention systems, tiles, swales, sewers and other natural or artificial means of draining stormwater from land.

*Drainage requirements* means:

- (a) Minimum drainage standards, as established by this article and the city's Stormwater Management Program for Nutrient Control.
- (b) Obligation and requirements relating to drainage established in chapter 34, pertaining to subdivisions.
- (c) Requirements stated in chapter 40, pertaining to zoning, including flood zoning requirements.
- (d) Conditions relating to drainage attached to a grant of variance by the Board of Adjustments of the city.

*Drainage swale* means a natural or constructed waterway, usually broad and shallow, covered with erosion-resistant grasses used to conduct surface water from a field, diversion or other site feature.

*Drainage system* means any combination of surface and/or subsurface drainage components fulfilling the drainage requirements of this article.

*Detention facility* means a facility constructed for the purpose of detaining stormwater runoff from a developed site to control the peak discharge rates.

*Easement* means a grant by the property owner of the use of a strip of land by the public, a corporation or persons for specified purposes.

*Existing built-upon area* means the built-upon area or net equivalent amount of built-upon area resulting from existing development.

*Existing development* has the same meaning as in 15A NCAC 02H .1002(17).

*Illicit connection* means any unlawful disposal, placement, emptying, dumping, spillage, leakage, pumping, pouring, emission or other discharge of any substance other than stormwater conveyance, the waters of the state or upon the land in such proximity to the same, such that the substance, or its residue, is likely to reach a stormwater conveyance or the waters of the state.

*Land-disturbing activity* means any use of the land by any person in residential, industrial, educational, institutional or commercial development, highway and road construction and maintenance that results in a change in the natural cover or topography and that may cause or contribute to sedimentation.

*Land preservation* means the permanent dedication of development rights, for conservation purposes, to a third party on currently undeveloped property contained wholly within one parcel, as registered with Beaufort County or a portion of a developed parcel that is permanently dedicated to a third party for conservation purposes.

*Maintenance* means cleaning, spraying, removing obstructions from and making minor repairs to a drainage facility so it will perform the function for which it was designed and constructed.

*Major variance* means any variance of this ordinance that is not a "minor variance" as that term is defined in this section. For provisions in this ordinance that are more stringent than the minimum applicable Tar-Pamlico (15A NCAC 02B 0.731) rules, a variance to this ordinance is not considered a major variance as long as the result of the variance is not less stringent than those rules.

*Minimum Design Criteria (MDC)* means the requirements stated in 15A NCAC 02H .1050 through .1062.

*Minor variance* means a variance from the minimum applicable Tar-Pamlico Stormwater rules that results in the relaxation of up to 10 percent of any density, or minimum lot size requirement applicable to low density

development, or the relaxation of up to five percent of any density, or minimum lot size requirement applicable to high density development.

*Municipal separate storm sewer system (MS4)* means a stormwater conveyance or unified stormwater conveyance system, including without limitation roads with drainage systems, municipal streets, catchbasins, stormwater detention facilities, curbs, gutters, ditches, natural or manmade channels or storm drains:

- (a) Located within the corporate limits of Washington, North Carolina;
- (b) Owned or operated by the state, county, city or other public body; and
- (c) That discharge to waters of the state, excluding publicly owned treatment works and lawful connections thereto, which in turn discharge into the waters of the state.

*NPDES* means National Pollutant Discharge Elimination System, a federal Environmental Protection Agency program initiated to reduce and eliminate pollutants reaching water bodies of all types.

*One-year, 24-hour storm event* means the maximum amount of rainfall during a 24 consecutive hour period expected, per the stated interval, as determined by the National Oceanic and Atmospheric Administration (NOAA) Precipitation Frequency Data Server (PFDS).

*Open channel* means a drainage channel which may or may not have a continuous water flow, intended to convey surface water, subsurface water and stormwater runoff.

*Pollution* means a manmade or man-induced alteration of the chemical, physical, biological, thermal and/or radiological integrity of water which causes it to exceed federal or state stormwater discharge standards.

*Primary SCM* has the same meaning as in 15A NCAC 02H .1002(37)

*Project* has the same meaning as in 15A NCAC 02H .1002(38).

*Redevelopment* has the same meaning as in N.C.G.S. 143-214.7 (a1)(2).

*Riparian buffer* means the fifty-foot area directly adjacent to surface waters in the Tar-Pamlico Basins (intermittent streams, perennial streams, lakes, ponds and estuaries), excluding wetlands. For the purpose of this definition, surface water shall be present if the feature is approximately shown on either the most recent version of the soil survey map by the Natural Resources Conservation Service of the United States Department of Agriculture or the most recent version of the 1:24,000 scale (7.5 minute) quadrangle topographic maps prepared by the United States Geologic Survey (USGS).

*Stormwater* means as defined in N.C.G.S. 143-213(16a).

*Stormwater Administrator* means the Public Works Director or his or her designee responsible for all decisions concerning application of the stormwater management and control ordinance, programs, and policies and any matters related to the program.

*Stormwater and drainage systems* means natural and structural channels, swales, ditches, swamps, rivers, streams, creeks, branches, reservoirs, ponds, drainageways, inlets, catch basins, pipes, headwalls, storm sewers, lakes and other physical works, properties and improvements which transfer control, convey or otherwise influence the movement of stormwater runoff.

*Stormwater management programs* means programs designed to protect water quality by controlling the level of pollutants in, and the quantity and flow of, stormwater.

*Subsurface drainage* means a system of pipes, tile, conduit or tubing installed beneath the ground surface used to collect underground water from individual parcels, lots, building footings or pavements.

*Surface drainage* means a system by which the stormwater runoff is conducted to an outlet. This would include the proper grading of parking lots, streets, driveways and yards so stormwater runoff is removed without ponding and flows to a drainage swale, open ditch or a storm sewer.

*Undeveloped land* means land that does not meet the definition of developed lands.

*Vegetated conveyance* has the same meaning as in 15A NCAC 02H .1002(52)

*Waters of the state* has the same meaning as in N.C.G.S. 143-212(6).

(Ord. No. 06-07, § 19-2, 4-10-2006)

### **SEC. 30-2 Authority.**

The City of Washington is authorized to adopt this ordinance pursuant to North Carolina law, including but not limited to Article 14, Section 5 of the Constitution of North Carolina; North Carolina General Statutes Chapter 143-214.7 and rules promulgated by the Environmental Management Commission thereunder; Chapter 143-215.6A; Chapter 153A-454; and Chapter 160A, Chapter 160D, §§ 174, 185, 459.

### **Sec. 30-3. Purpose.**

- (a) The primary purpose of this chapter is to satisfy the requirements imposed upon the city under the Tar-Pamlico Stormwater Rule (15A NC Admin. Code 2B.0731). Meeting these requirements will result in the following:
  - (1) The public health, safety and welfare will be protected by controlling the discharge of pollutants into the stormwater conveyance system.
  - (2) The public health, safety and general welfare will be elevated and public and private losses due to flood conditions will be reduced in specific areas by regulations designed to control the rate of release of stormwater runoff of certain developments where the rate of runoff has been significantly increased.
  - (3) Activities directed toward the maintenance and improvement of surface water and groundwater quality will be promoted.
  - (4) The riparian buffer along intermittent and perennial streams will be protected.
  - (5) Nitrogen and phosphorus from development will be reduced.
  - (6) Finally, these requirements will establish administration and enforcement procedures through which these purposes can be fulfilled.
- (b) The provisions of this regulation are supplemental to regulations administered by federal and state agencies.
- (c) The city's governing body has the authority to amend this chapter, provided such amendments meet the requirements of the Tar-Pamlico Stormwater Rule (15A NC Admin. Code 2B.0731). Such amendments will also require the approval of the North Carolina Division of Water Resources.

(Ord. No. 06-07, § 19-1, 4-10-2006)

### **SEC. 30-4 Applicability and exclusions.**

- (a) Beginning with and subsequent to its effective date, this ordinance shall be applicable to all development and expansion of development throughout the corporate limits and extraterritorial jurisdiction of the City of Washington unless exempt pursuant to this ordinance.
- (b) The following are exempt from this ordinance:
  - (1) Single family and duplex residential and related recreational development and expansion of development that disturbs less than one acre;
  - (2) Commercial, industrial, institutional, multifamily residential or local government development that disturbs less than one half acre and does not expand existing structures on a parcel;

- (3) Commercial, industrial, institutional, multifamily residential or local government development that disturbs less than one half acre and expands existing structures on a parcel and, but does not result in a cumulative built-upon area for the parcel exceeding twenty-two (22) percent;
  - (4) Development of an individual single-family or duplex residential lot that is not part of a larger common plan of development or sale and does not result in greater than five (5) percent built-upon area on the lot;
  - (5) Existing development or redevelopment pursuant to N.C.G.S. 143-214.7(b3);
  - (6) Development or expansion of development with a vested right per the standards of N.C.G.S. 160D-108;
  - (7) Development or expansion of development for which the permit application was submitted prior to adoption of this ordinance;
  - (8) Mining or forestry activities;
  - (9) Activities subject to requirements of the Tar-Pamlico Agriculture Rule (15A NCAC 02B .0732); and
  - (10) Any area or subject matter where federal, state or local government, including their agencies, have jurisdiction preempting the city unless intergovernmental agreements have been established giving the city enforcement authority.
- (c) No development or expansion of development shall occur except in compliance with the provisions of this ordinance or unless exempted. No development or expansion of development for which a permit is required pursuant to this ordinance shall occur except in compliance with the provisions, conditions, and limitations of the permit.

## **SEC. 30-5 Administration and procedures.**

- (a) The Public Works Director or his or her designee shall serve as the Stormwater Administrator and shall be responsible for all decisions concerning application of the stormwater management and control ordinance, programs, and policies and any matters related to the program.
- (b) *Stormwater Management Permit*
  - (1) A stormwater management permit is required for all development and expansion of development unless exempt pursuant to this ordinance. A permit may only be issued subsequent to a properly submitted and reviewed permit application, pursuant to this section.
  - (2) A stormwater management permit shall govern the design, installation, construction, operation, and maintenance of stormwater management and control practices on the site, including stormwater control measures and elements of site design for stormwater management other than stormwater control measures.
  - (3) The permit is intended to provide a mechanism for the review, approval, and inspection of the approach to be used for the management and control of stormwater for the development site consistent with the requirements of this ordinance, whether the approach consists of stormwater control measures or other techniques such as low-impact or low-density design. The permit continues in existence indefinitely for the life of the development. Expansion or redevelopment of a permitted development may require amendment to the stormwater management permit. Continued compliance after project construction is assured by the maintenance provisions of this ordinance.
- (c) *Stormwater Management Permit Application Submittal*

- (1) The Stormwater Administrator shall establish requirements for the content and form of all applications and shall amend and update those requirements from time to time. The Stormwater Administrator shall establish a checklist of minimum required information to constitute a complete application. At a minimum, the stormwater permit application shall describe in detail how post-*development* stormwater runoff will be controlled and managed, the design of all stormwater facilities and practices, and how the proposed *project* will meet the requirements of this ordinance.
- (2) All such plans shall be prepared by a qualified registered North Carolina professional engineer, surveyor, soil scientist or landscape architect, and the engineer, surveyor, soil scientist or landscape architect shall perform services only in their area of competence, and shall verify that the design of all stormwater management facilities and practices meets the submittal requirements for complete applications, that the designs and plans are sufficient to comply with applicable standards and policies found in the Manual of Standard Designs and Details, and that the designs and plans ensure compliance with this ordinance.
- (3) The Stormwater Administrator shall establish a submission schedule for applications. The schedule shall establish deadlines by which complete applications must be submitted for the purpose of ensuring that there is adequate time to review applications, and that the various stages in the review process are accommodated.
- (4) Applications for a stormwater management permit shall be submitted to the Stormwater Administrator pursuant to the application submittal schedule in the form established by the Stormwater Administrator, along with the appropriate information pursuant to this section.
- (5) An application shall be considered as timely submitted only when it contains all elements of a complete application pursuant to this ordinance. If the Stormwater Administrator finds that an application is incomplete, the applicant shall be notified of the deficient elements within 7 business days and shall be provided with an opportunity to submit a complete application. However, the submittal of an incomplete application shall not suffice to meet a deadline contained in the submission schedule established above.
- (6) Before a stormwater management permit application is submitted, the applicant may request a consultation on a concept plan for the post-construction stormwater management to be utilized in the proposed development project. This consultation meeting should take place at the time of the preliminary plan of subdivision or other early step in the development process. The purpose of this meeting is to discuss the stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential approaches to stormwater management designs before formal site design engineering is commenced.

(d) *Stormwater Management Permit Application Review and Approval*

- (1) All projects to which this ordinance applies shall comply with the standards of this section. The approval of the stormwater permit shall require an enforceable restriction on property usage that runs with the land, such as a recorded deed restriction or protective covenants, to ensure that future development and expansion of development maintains the site consistent with the approved project plans.
- (2) The Stormwater Administrator shall establish a review schedule for applications. The schedule shall establish deadlines by which complete applications are reviewed and a determination is made as to whether the application complies with the standards of this ordinance. This review schedule may distinguish different review periods for initial application submittals from revised application submittals.
- (3) Within the review schedule the Stormwater Administrator shall review the application and determine whether the application complies with the standards of this ordinance.

- (4) If the Stormwater Administrator finds that the application complies with the standards of this ordinance, the Stormwater Administrator shall approve the application and issue the Stormwater Management Permit for the project. The Stormwater Administrator may impose conditions of approval as needed to ensure compliance with this ordinance. The conditions shall be included as part of the approval.
- (5) If the Stormwater Administrator finds that the application fails to comply with the standards of this ordinance, the Stormwater Administrator shall notify the applicant and shall indicate how the application fails to comply. The applicant shall have opportunity to submit a revised application.
- (6) A complete revised application shall be reviewed by the Stormwater Administrator pursuant to the established review schedule after its re-submittal and shall be approved, approved with conditions or disapproved and the applicant shall have opportunity to submit a revised application.
- (7) If a revised application is not re-submitted within a period of six consecutive months from the date the applicant was notified, the application shall be considered withdrawn, and a new application submittal shall be required.
- (8) Approval and issuance of the Stormwater Management Permit authorizes the applicant to go forward with only the specific plans and activities authorized in the permit. The approval shall not be construed to exempt the applicant from obtaining other applicable approvals from local, state, and federal authorities.
- (9) Pursuant to N.C.G.S. 160D-108 an approved permit shall become null and void if the applicant fails to make substantial progress on the site within the applicable vesting period.

*(e) Record Drawings and Final Approvals*

- (1) Upon completion of a project, the applicant shall certify that the completed project is in accordance with the approved stormwater management plans and designs, and shall submit record drawings for all stormwater control measures or detention facilities after final construction is completed.
- (2) The Stormwater Administrator shall establish the submittal format and a checklist of minimum required information to be included in the record drawing submittal. The designer of the stormwater management measures and plans shall certify, under seal, that the stormwater measures, controls, and devices are constructed and in compliance with the approved stormwater management plans and designs and with the requirements of this ordinance.
- (3) No certificate of compliance or occupancy shall be issued without final record drawings and a final inspection and approval by the Stormwater Administrator, except where financial sureties have been submitted to and approved by the Stormwater Administrator to ensure compliance with this ordinance.

**Sec. 30-6. Protection of riparian areas.**

- (a) The Tar-Pamlico Riparian Buffer Protection Rule, 15A NC Admin. Code 2B.0734, requires that fifty-foot riparian buffers be maintained on all sides of the intermittent and perennial streams, ponds, lakes and estuarine waters in the basin. The buffer rule provides for certain allowable uses within the buffer with Department of Environmental Quality approval, such as, road and utility crossings. All construction plans shall show buffers on plans as well as maintenance procedures for diffuse flow to buffers.
- (b) The city shall disapprove any new development activity proposed within the first fifty (50) feet adjacent to a water body that is shown on either the USGS 7.5 minute topographic map or the NRCS Soil Survey map, unless the owner can show that the activity has been approved by the Department of Environmental Quality. Department of Environmental Quality approval may consist of the following:

- 
- (1) An on-site determination that surface waters are not present.
  - (2) An authorization certificate from the Department of Environmental Quality for an allowable use, such as, a road crossing or utility line, or for a use that is allowable with mitigation along with a division-approved mitigation plan. A table delineating such uses is included in the buffer rule.
  - (3) An opinion from the Department of Environmental Quality that vested rights have been established for the proposed development activity.
  - (4) A letter from the Department of Environmental Quality documenting that a variance has been approved for the proposed development activity.

(Ord. No. 06-07, § 19-5, 4-10-2006)

### **Sec. 30-7. Nitrogen and phosphorus loading rate targets.**

- (a) The project shall meet one or a combination of the following for the entire project area:
  - (1) Projects draining to the Tar-Pamlico river basin shall meet a nitrogen loading rate target of 4.0 pounds per acre per year (lbs/ac/yr) and a phosphorus stormwater loading target of 0.8 lbs/ac/yr, OR
  - (2) Projects meet "runoff volume match" as defined in 15A NCAC 02H .1002.
- (b) The project area used for nutrient calculation and stormwater requirements includes the site area less any existing built-upon area. The project density used for determining stormwater requirements is the amount of built-upon area subject to this ordinance at project completion divided by the project area.
- (c) The developer shall determine the nitrogen and phosphorus loading generated from the project area without engineered stormwater controls, and determine the needed nitrogen or phosphorus reduction by using the approved accounting tool.
- (d) The nitrogen and phosphorus loading standards in this ordinance are supplemental to, not replacements for, stormwater standards otherwise required by federal, state or local law, including without limitation any riparian buffer requirements applicable to the location of the development. This includes, without limitation, the riparian buffer protection requirements of 15A NCAC 02B .0734 and 15A NCAC 02B .0295.

### **SEC. 30-8 Control and treatment of runoff volume.**

- (a) All projects not subject to more stringent standards shall meet the stormwater system design requirements set forth in 15A NCAC 02H .1003. Projects shall use a project density threshold of twenty-two (22) percent built-upon area or greater, whereupon high-density stormwater design is required. All engineered stormwater controls will meet the standards set in the state's Minimum Design Criteria (MDC), 15A NCAC 02H .1050 through .1062.
- (b) Where high-density stormwater design is required, stormwater systems shall meet the standards set forth in 15A NCAC 02H .1003(3) and be designed to control and treat the volume of runoff generated from all built-upon area by 1.5 inches of rainfall or equivalent runoff volume in one or more Primary SCMs or combination of Primary and Secondary SCMs that provides equal or better treatment. These projects may utilize offsite SCMs dedicated to treating an area encompassing the project.

- (c) Phased projects may have a combination of low-density and high-density phases.
- (d) Low density projects or phases may be expanded and redeveloped to increase to high-density at which time the high-density requirements in part B of this section shall apply to the project or phase.

#### **SEC. 30-9 Methods to meet nutrient control requirements.**

- (a) Projects subject to this ordinance shall meet nitrogen and phosphorus loading targets through one or a combination of the following methods:
  - (1) Projects may reduce nitrogen or phosphorus through any combination of SCMs treating runoff on the site or in an approved offsite regional stormwater control measure. The developer shall calculate the nitrogen and phosphorus reduction provided by these controls using the approved accounting tool.
  - (2) Sufficient nitrogen or phosphorus reduction needs not provided by SCMs serving the project shall be acquired prior to construction through the use of permanent nutrient offset credits pursuant to the Nutrient Offset Credit Trading Rule, 15A NCAC 02B .0703. The Stormwater Administrator shall issue a letter, as conditions of the approval, the needed nitrogen or phosphorus credits and the location of the project with relation to hydrologic unit code (HUC). All offset measures permitted by this ordinance shall meet the requirements of 15A NCAC 02B .0703.
  - (3) Proposed development undertaken by a local government solely as a public road expansion or public sidewalk project, or proposed development subject to the jurisdiction of the Surface Transportation Board, may meet nitrogen and phosphorus reduction needs for the project entirely through the use of permanent nutrient offset credits pursuant to the Nutrient Offset Credit Trading Rule, 15A NCAC 02B .0703.
- (b) Permanent nutrient offset credits shall be acquired pursuant to NCGS 143-214.26 and 15A NCAC 02B .0703 prior to the start of construction of the project through one of the following methods:
  - (1) A private nutrient bank
  - (2) Offsite offset provided by the developer and approved by the Stormwater Administrator
  - (3) An offset option provided by the City of Washington
  - (4) Payment into the Riparian Buffer Restoration Fund established in NCGS 143-214.21.
- (c) Excess permanent nutrient offset credits acquired beyond what is required for the project may not be applied to any other project.

#### **SEC. 30-10 Impervious surface averaging.**

Impervious surface averaging allows development plans for two or more noncontiguous parcels to be submitted together and treated as a single project for density and nutrient loading calculations in order to meet the requirements of this ordinance.

- (a) Application to use the impervious surface averaging option shall be included with the submittal of the stormwater management permit application. Application for impervious surface averaging

shall include a plat showing the 2 (or more) properties and a binding legal agreement to be reviewed and approved by the Stormwater Administrator and recorded prior to the issuance of a building permit. The Stormwater Administrator has the power to authorize, in specific cases, impervious surface averaging for projects that meet the criteria outlined below. The city, in its sole discretion, may accept or reject a proposed paired-parcel, averaged- impervious surface development.

- (b) The total amount of development (built-upon area) allowed for the paired parcels taken together cannot exceed the amount of built-upon area that would be allowed if the parcels were developed separately.
- (c) Parcels being submitted for approval under this provision shall be submitted for development approval as a single proposal and shall be located in the City of Washington jurisdiction.
- (d) Parcels to be used in pairs can be located throughout the city, unless specifically prohibited herein, according to the following standards:
  - (1) If one of the parcels is located in a water supply watershed critical area and one is located in a protected area, the critical area parcel shall not be developed.
  - (2) Impervious surface averaging is not allowed between parcels when both are in the critical area of a protected watershed.
- (e) Peak flow requirements in Section 30-13 must be calculated and controlled on the developing lot using the area of the developing lot only, so as to minimize drainage impact on downstream properties.
- (f) Applicants shall agree to bind themselves and their successors in title, individually and collectively, to maintain the pattern of development proposed for so long as the requirements of this section are applicable. Parties to enforcement of such agreement shall include the city. No such agreement shall be accepted without approval of the staff attorney as to the legal sufficiency of the documents involved.
- (g) A conservation easement must be recorded with the plat for the parcel to which it applies.

#### **Sec. 30-11. Stormwater Control Measures (SCMs) and maintenance.**

- (a) The North Carolina Department of Environmental Quality Stormwater Design Manual, and all amendments thereto, includes the minimum design criteria and is hereby adopted by reference as fully as though set forth herein. If any standard, requirement or procedure, as set forth in the manual, is in conflict with any standard, requirement or procedure, as set forth in this article, then the most stringent shall prevail.
- (b) Stormwater control measures in any new development shall be the entire and sole responsibility of the developer/property owner, except those natural streams, channels, ditches, branches and drainage outfall lines for which the city has accepted the responsibility for continuous maintenance. All new developments shall consider the issues of aesthetics, long-term maintenance, safety and reliability of the SCMs designed. All proposed SCMs must be approved by the city prior to their implementation. This will be accomplished through the permitting process. All SCMs will be designed or incorporated into plans sealed by a licensed and/or registered professional with expertise in stormwater management. The Certificate of Occupancy (CO) will not be issued for the development until the permit specifications are satisfactorily met.
- (c) All detention facilities, SCMs, and drainage systems required under this ordinance shall be evaluated by the Stormwater Administrator according to the policies, criteria, and information, including technical specifications and standards and the specific design criteria for each stormwater practice in Minimum

Design Criteria (MDC), 15A NCAC 02H .1050 through .1062. The Stormwater Administrator shall determine whether proposed engineered stormwater controls will be adequate to meet the requirements of this ordinance.

- (d) Stormwater Control Measures that are designed, constructed, and maintained in accordance with the criteria and specifications in the MDC will be presumed to meet the minimum water quality and quantity performance standards of this ordinance. Whenever an applicant proposes to utilize a practice or practices not designed and constructed in accordance with the criteria and specifications in the MDC, the applicant shall have the burden of demonstrating that the practice(s) will satisfy the minimum water quality and quantity performance standards of this ordinance. The Stormwater Administrator may require the applicant to provide the documentation, calculations, and examples necessary for the Stormwater Administrator to determine whether such an affirmative showing is made.
- (e) The Stormwater Administrator shall have the authority to disallow, limit, or include additional necessary design criteria for any type of detention facility or SCM that he/she has determined to be ineffective, unmaintainable, or unenforceable in the City of Washington.
- (f) All SCMs require maintenance and a maintenance agreement will be required at the time of the site development review. The maintenance agreements shall indicate maintenance requirements for the SCMs utilized, parties responsible for maintenance, and penalties for failure to adhere to the agreement.
- (g) The landowner, his successors and assigns, shall have the stormwater control measure inspected annually by a qualified professional and submit a certified inspection report to the city. The purpose of the inspection is to ensure safe and proper functioning of the system. The inspection shall cover the entire system, including, but not limited to, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
- (h) The landowner, his successors and assigns, hereby grant permission to the city, its authorized agents and employees, to enter upon the property and to inspect the stormwater system whenever the city deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The city shall provide the landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. The city will inspect approximately 30 percent of the permitted SCMs annually.

(Ord. No. 06-07, § 19-7, 4-10-2006)

### **Sec. 30-12. Peak flow requirements.**

- (a) At a minimum, development and redevelopment, as described in section 30-3, shall not result in a net increase in peak flow leaving the site from predevelopment conditions for the one-year, twenty-four-hour storm event.
- (b) Peak flow leaving the site from predevelopment conditions for the one-year, twenty-four-hour storm event shall be calculated and the plan shall be prepared and approved using the standards set forth in the Stormwater Design Manual.
- (c) The drainage plan as required, by this section, shall include but are not limited to a site plan showing existing and proposed buildings, storm drainage facilities, ground cover, site construction plans with grading plan and drainage system, drainage facility design data including area map, engineering calculations, area of impervious cover and total land area.
- (d) In the event that literal interpretation of this section creates an undue hardship, the applicant may appeal to the Board of Adjustment for a variance in whole or in part from this section.
- (e) No part of this section shall be applied to structures existing prior to the effective date of the ordinance from which this section is derived, nor shall existing impervious ground cover be used in the calculation of runoff.

(Ord. No. 06-07, § 19-9, 4-10-2006)

---

### **Sec. 30-13. Exceptions to peak flow control.**

Peak flow control is not required for developments that meet one or more of the following requirements:

- (a) The increase in peak flow between pre-development and post-development conditions does not exceed ten percent (note: this exemption makes it easier to conduct redevelopment activities).
- (b) The development occurs in a part of a drainage basin where stormwater detention can aggravate local flooding problems as determined by the stormwater administrator. Such problems may include but are not limited to creation of tailwater problems on upstream reaches, development of concurrent peaks and creation of unusually erosive conditions.

(Ord. No. 06-07, § 19-10, 4-10-2006)

### **Sec. 30-14. Appeals.**

- (a) Any aggrieved person affected by any decision, order, requirement, or determination relating to the interpretation or application of this ordinance made by the Stormwater Administrator, may contest the decision by submitting a written request for a review of the decision by the Stormwater Administrator to the Public Works Director within 15 days after receipt of the notice of decision. Upon receipt of the written request, the Stormwater Administrator shall confer with the Public Works Director concerning the decision; and after the conference, the Public Works Director shall notify the aggrieved person within ten days after receipt of the written request for a review whether the decision has been upheld or modified.
- (b) Any aggrieved person not satisfied with the action of the Director of Engineering, may file an appeal to the Board of Adjustment within 30 days. In the case of requests for review of proposed civil penalties for violations of this ordinance, the Board of Adjustment shall make a final decision on the request for review within 90 days of the date the request for review is filed.

(Ord. No. 06-07, § 19-11, 4-10-2006)

### **Sec. 30-15. Variances.**

- (a) When practical difficulties or unnecessary hardships would result from carrying out the strict letter of this chapter, the Board of Adjustment shall have the power to vary or modify any of the regulations or provisions of this chapter so the spirit of the chapter shall be observed, public safety and welfare secured, and substantial justice done.
- (b) Anyone requesting a variance shall file such with the Public Works Director on a form provided by the Public Works Director. Applications shall be filed at least ten (10) days prior to the Board of Adjustment meeting at which it will be heard. After filing, the request shall be heard at the next available Board of Adjustment meeting.
- (c) The Board of Adjustment, in considering an application for a variance, shall not consider the following as grounds for granting a variance:
  - (1) The use of land or structures in the city that are not in compliance with the requirements of this chapter;
  - (2) The fact that the property may be used more profitably.
- (d) The Board of Adjustment, before granting a variance, shall make all of the following findings:

- 
- (1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this chapter. This shall be construed to mean:
    - a. If the property owner complies with the provisions of this chapter, he can secure no reasonable return from, nor make reasonable use of, his property;
    - b. The hardship results from the application of the requirements of this chapter;
    - c. The hardship is suffered by the applicant's property;
    - d. The hardship is not the result of the applicant's own actions;
    - e. The hardship is peculiar to the applicant's property.
  - (2) The variance is in harmony with the general purpose and intent of this chapter and preserves its spirit.
  - (3) In granting of the variance, the project will ensure equal or better protection of waters of the State than the requirements of 15A NCAC 02B .0731, and that the public safety and welfare have been ensured and substantial justice has been done.
  - (4) The reasons set forth in the application justify the granting of a variance, and that the variance is the minimum one that will make possible the reasonable use of land or structures.
- (e) The Board of Adjustment, in granting a variance, may prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this chapter.
  - (f) In the case of a request for a minor variance, the Board of Adjustment may vary or modify any of the regulations or provisions of the ordinance so that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done may impose reasonable and appropriate conditions and safeguards upon any variance it grants.
  - (g) The Board of Adjustment may attach conditions to the major or minor variance approval that support the purpose of this ordinance. If the variance request qualifies as a major variance, and the Board of Adjustment decides in favor of granting the major variance, the Board shall then prepare a preliminary record of the hearing and submit it to the North Carolina Environmental Management Commission for review and approval. If the Commission approves the major variance or approves with conditions or stipulations added, then the Commission shall prepare a Commission decision which authorizes the City of Washington to issue a final decision which would include any conditions or stipulations added by the Commission. If the Commission denies the major variance, then the Commission shall prepare a decision to be sent to the City of Washington. The Board of Adjustment shall prepare a final decision denying the major variance.
  - (h) Decisions of the Board of Adjustment shall be subject to Superior Court review by proceedings in the nature of certiorari. Petition for review by the Superior Court shall be filed with the Clerk of Superior Court within thirty (30) days after the latter of the following:
    - (1) The decision of the Board of Adjustment is filed; or
    - (2) A written copy of the decision is delivered to every aggrieved party who has filed a written request for such copy with the Board of Adjustment at the time of its hearing of the case.

(Ord. No. 06-07, § 19-12, 4-10-2006)

### **Sec. 30-16. Amendments.**

- (a) The City Council shall have the authority to amend the text of this chapter. However, under no circumstances shall the city amend, supplement or change these regulations so as to cause them to violate 15A NC Admin. Code 2B.0731, as adopted and amended by the state Environmental Management Commission.

- (b) Any amendment to the text may be initiated by the City Council, the staff, and any citizen or agent thereof upon filing an official petition, including a complete application.
- (c) A petition for amendment to the text of this chapter shall consist of:
  - (1) A completed application form.
  - (2) A written justification for the requested amendment including consistency of the proposal with the state rule.
  - (3) All appropriate fees.
  - (4) Any other information deemed necessary by the Public Works Director.
- (d) All text amendments shall be submitted to the North Carolina Division of Water Resources (NC DWR) for formal review and approval. The effective date of any amendment to this chapter shall not be set earlier than the date such amendment is approved by the NC DWR.

(Ord. No. 06-07, § 19-13, 4-10-2006)

### **Sec. 30-17. New subdivisions.**

Storm drainage systems in any new subdivision shall be the entire and sole responsibility of the developer/property owner, except those natural streams, channels, ditches, branches and drainage outfall lines for which the city has accepted the responsibility for continuous maintenance. All new subdivisions shall have drainage systems installed by the developer/property owner in accordance with the city's Manual of Designs and Details. Any drainage ditch in a new subdivision which will require a 48-inch diameter or smaller pipe must be piped. Larger ditches and creeks may be left open. The required pipe size shall be determined by the engineer for the developer/property owner and approved by the Public Works Director.

(Ord. No. 06-07, § 19-14, 4-10-2006)

### **Sec. 30-18. Private property, other than new subdivisions.**

- (a) The city will participate with property owners in the installation of storm drains crossing private property in other than new subdivisions within the city's corporate limits under the following conditions:
  - (1) The storm drain to be installed will carry stormwater discharged from an existing city street dedicated for public purposes, including alleys, and accepted for maintenance by the city.
  - (2) The property owners will furnish the city, without cost therefor, a duly signed and good and sufficient statement of interest and petition, conveying to the city perpetual permission to enter and cross their property as necessary for the purpose of doing any and all types of work related to correcting and maintaining the storm drain, as the city sees fit.
  - (3) The shortest distance in which the city will participate in the installation of storm drainage will be one (1) city block; any shorter distances than one (1) block must be deemed feasible by the Public Works Director before city participation. Any application of storm drainage must be signed by one hundred (100) percent of the affected residents within the project proposed.
  - (4) All pipe sizes, structural accessories, discharge points and other specifications shall be as determined by the Public Works Director.
  - (5) The city will furnish all labor and equipment and the adjoining property owners will pay for all materials for construction. These materials shall be as determined necessary by the Public Works Director and shall include headwalls, manholes, catchbasins and all other structures normal to a complete storm drainage system. All monies for materials must be deposited by property owners before construction is started.

- (6) Cost for each property owner shall be determined by dividing the total cost of materials by the total frontage of property owners adjoining the proposed pipe locations directly and multiplying the result by the footage of each individual owner to determine his share of the cost; or by dividing the cost of materials by the total square footage of land area directly served by the proposed pipe locations and multiplying the result by the square footage of each individual owner. The decision of the City Council, regarding which of the preceding formulas most equitably apportions cost, shall be final.
  - (7) All storm drainage construction on private property shall be on a low priority and shall be done on a scheduled basis so as not to interfere with other city projects and then only as budgeted funds of the city are available.
  - (8) The city will not participate in the construction of any storm drainage systems which will require a pipe size larger than eighteen (18) inches due to the greatly increased cost of labor, equipment and engineering and engineering required due to the use of box culverts, paved channels and other types of solutions.
- (b) Storm drainage crossing private property, which does not carry storm drainage from any existing city street dedicated for public street purposes and accepted for maintenance by the city, is the responsibility of the property owners and the city will not participate in the installation of storm drains therefore.
  - (c) No action or inaction of the city, pursuant to the policy established by this section, shall impose upon the city, its agents, officers or employees any responsibility of liability of any kind, past or future, relating to any person or property. The petitioners shall agree to covenant to and hold the city harmless from any death, personal injury or property damage resulting from the work. No such action by the city shall be considered as a taking or appropriation of any stream, drain or ditch as a part of the city's drainage system.
  - (d) The conditions set forth in this section shall be binding on the heirs, successors, assigns and grantees of the petitioners.
  - (e) Nothing herein shall be construed, interpreted or applied in a manner to mean the city will participate in any way in the construction of any box culvert or other structure to be built or constructed in place. The applications of this resolution to the piping of streams shall be restricted, in all instances, to that drainage where precast or preassembled pipe will be of sufficient capacity, as calculated by the Public Works Director, for the piping and enclosing herein mentioned and contemplated.
  - (f) Nothing herein shall be construed, interpreted or applied in such manner as to aid or assist in the subdivision or development of property in the city. The policy set out herein shall be applicable only to those properties for which no new subdivision or development is anticipated as planned.

(Ord. No. 06-07, § 19-15, 4-10-2006)

### **Sec. 30-19. Illicit discharges and connections.**

- (a) No person shall cause or allow the discharge, emission, disposal, pouring or pumping directly or indirectly to any stormwater conveyance, the waters of the state or upon the land in such proximity to the same (such that the substance is likely to reach a stormwater conveyance or the waters of the state), any fluid, solid, gas or other substance, other than stormwater. The following non-stormwater discharges are deemed permitted, provided that they do not significantly impact water quality:
  - (1) Filter backwash and drainage associated with swimming pools, providing that the water has been dechlorinated.
  - (2) Filter backwash and draining associated with raw water intake screening and filtering devices.
  - (3) Condensate from residential or commercial air conditioning.
  - (4) Wash water from residential vehicle cleaning.

- (5) Flushing and hydrostatic testing water associated with utility distribution system.
  - (6) Discharges associated with emergency removal and treatment activities, for hazardous materials, authorized by federal, state or local government on-scene coordinator.
  - (7) Uncontaminated groundwater (including the collection or pumping of springs, wells or rising groundwater and groundwater generated by well construction or other construction activities).
  - (8) Collected infiltrated stormwater from foundation or footing drains.
  - (9) Collected groundwater and infiltrated stormwater from basement or crawlspace pumps.
  - (10) Irrigation water.
  - (11) Street washwater.
  - (12) Flow from firefighting.
  - (13) Discharges from the pumping or draining of natural watercourses or water bodies.
  - (14) Flushing and cleaning of stormwater conveyances with unmodified potable water.
  - (15) Washwater from the cleaning of exterior of buildings, including gutters; provided the discharge does not pose an environmental or health threat.
  - (16) Other non-stormwater discharges for which a valid NPDES discharge permit has been approved and issued by the Department of Environmental Management and provided any such discharges to the municipal separate storm sewer system shall be authorized by the city.
- (b) Prohibited substances include but are not limited to: oil, antifreeze, chemicals, animal waste, paints, garbage and litter.
- (c) Connections to a stormwater conveyance or stormwater conveyance system which allow the discharge of non-stormwater, other than the exclusions described in this section, are unlawful. Prohibited connections include but are not limited to: floor drains, wastewater from washing machines or sanitary sewers, washwater from commercial vehicle washing or steam cleaning and wastewater from septic systems.
- (d) No person shall construct, repair or alter the stormwater drainage system for the purpose of draining water from any land or premises unless he shall have first applied for and obtained therefore a permit from the city engineer. It is unlawful for any person to perform any work or make any alteration for which a permit is required under this section except in compliance with said permit.
- (1) The application shall be in writing and on a form provided by the Public Works Director.
  - (2) The Public Works Director or his designee shall issue the permit unless he or she finds that the construction or repair work or alternations proposed would be contrary to the provisions of this article. Public Works Director or his designee may impose reasonable conditions upon the issuance of the permit to ensure compliance with this article which conditions may include, but shall not be limited to, specifications of the materials to be used and the manner in which the work or alteration is to be performed.
- (e) Where it is determined that a connection:
- (1) May result in the discharge of hazardous materials or may pose an immediate threat to health and safety or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife or habitat, or
  - (2) Was made in violation of any applicable regulation or ordinance;
- the Public Works Director or his designee shall designate the time within which the connection shall be removed. In setting the time limit for compliance, the city shall take into consideration:
- (1) The quantity and complexity of the work.

- (2) The consequences of delay.
  - (3) The potential harm to the environment, to the public health and to public and private property.
  - (4) The cost of remedying the damage.
- (f) Spills or leaks of polluting substances discharged to or having the potential to be indirectly transported to the stormwater conveyance system shall be contained, collected and removed promptly. All affected areas shall be restored to their preexisting condition.
- (g) Persons associated with the spill or leak shall immediately notify the city Fire Chief or his designee of all spills or leaks of polluting substances. Notification shall not relieve any person of any expenses related to restoration, loss, damage or any other liability which may be incurred as a result of said spill or leak, nor shall such notification relieve any person from other liability which may be imposed by state or other law.
- (h) As the city's Operations Center operates 24 hours a day, it shall serve as the city's illegal discharge hotline. Individuals may also contact the Office of Public Works during normal working hours to report illegal discharges.
- (Ord. No. 06-07, § 19-16, 4-10-2006)

**Sec. 30-20. Authority to enter.**

- (a) Any authorized city personnel shall be permitted to enter upon public or private property for the purposes of observation, inspection, sampling, monitoring, testing, surveying and measuring compliance. Should the owner or occupant of any property refuse to permit such reasonable access, the Public Works Director or his designee shall proceed to obtain an administrative search warrant, pursuant to G.S. 15-27.2 or its successor.
- (b) No person shall obstruct, hamper or interfere with any such representative while carrying out his official duties.
- (Ord. No. 06-07, § 19-17, 4-10-2006)

### **Sec. 30-21. Civil penalties.**

- (a) Any architect, engineer, contractor, agent or any other person who allows, acts in concert, participates, directs or assists directly or indirectly in the creation of a violation of this chapter shall be subject to civil penalties as follows:
  - (1) For first time offenders, if the quantity of the discharge is equal to or less than five (5) gallons and consist of domestic or household products in quantities considered ordinary for household purposes, said person shall be assessed a civil penalty not to exceed one hundred dollars (\$100.00) per violation or per day for any continuing violation. If the quantity of the discharge is greater than five (5) gallons or contains nondomestic substances, including, but not limited to, process wastewater; or if said person cannot provide clear and convincing evidence of the volume and nature of the substance discharged, said person shall be assessed a civil penalty not to exceed one thousand dollars (\$1,000.00) per violation or per day for any continuing violation.
  - (2) For repeat offenders, the amount of the penalty shall be double the amount assessed for the previous penalty, not to exceed ten thousand dollars (\$10,000.00) per violation or per day for any continuing violation.
  - (3) In determining the amount of the penalty, the City Manager or his designee shall consider:
    - a. The degree and extent of harm to the environment, the public health and public and private property.
    - b. The cost of remedying the damage.
    - c. The duration of the violation.
    - d. Whether the violation was willful.
    - e. The prior record of the person responsible for the violation in complying or failing to comply with this chapter.
    - f. The cost of enforcement to the public.
    - g. The amount of money saved by the violator through his or its noncompliance.
- (b) Any person found with an illicit connection in violation of this chapter and any designer, engineer, contractor, agent or any other person who allows, acts in concert, participates, directs or assists directly or indirectly in the establishment of an illicit connection in violation of this chapter, shall be subject to civil penalties as follows:
  - (1) First time offenders shall be subject to a civil penalty not to exceed five hundred dollars (\$500.00) per day of continuing violation.
  - (2) Repeat violators shall be subject to a civil penalty not to exceed one thousand dollars (\$1,000.00) per day of continuing violation.
  - (3) In determining the amount of the penalty, the City Manager or his designee shall consider:
    - a. The degree and extent of harm to the environment, the public health and public and private property.
    - b. The cost of remedying the damage.
    - c. The duration of the violation.
    - d. Whether the violation was willful.
    - e. The prior record of the person responsible for the violation in complying or failing to comply with this chapter.

- f. The cost of enforcement to the public.
  - g. The amount of money saved by the violator through his or its noncompliance.
- (4) Procedures for assessing penalties, pursuant to illicit connections. Said penalties shall be assessed by the City Manager or his designee. No penalty shall be assessed until the person alleged to be in violation is served written notice of the violation by registered mail, certified mail (return receipt requested), or personal service. Refusal to accept the notice shall not relieve the violator of the obligation to pay the penalty. The notice shall describe the violation with particularity and specify the measures needed to come into compliance. The notice shall designate the time within which such measures must be completed. In setting the time limit for compliance, the city shall take into consideration:
  - a. The quantity and complexity of the work.
  - b. The consequences of delay.
  - c. The potential harm to the environment, the public health and public and private property.
  - d. The cost of remedying the damage.
- (5) The notice shall warn that failure to correct the violation within the specified time period will result in the assessment of a civil penalty and/or other enforcement action. If after the allotted time period has expired and the violation has not been corrected, the penalty shall be assessed from the date of receipt of notice and each day of continuing violation thereafter shall constitute a separate violation under this section.
- (c) Whenever it is determined that work is proceeding without a valid stormwater permit, that work is proceeding in a manner inconsistent with a valid stormwater permit, or that work while proceeding according to a valid permit is insufficient to meet the requirements of this chapter, the Public Works Director or his designee may issue a stop work order. The order shall be in writing, directed to the person doing the work and shall state the specific work to be stopped, the specific reasons therefore, and the conditions under which the work may be resumed. An appeal from a stop work order may be filed with the Public Works Director as set out herein.
- (d) Any permit issued pursuant to this chapter may be revoked by the Public Works Director or his designee, at any time, for one or more of the following reasons:
  - (1) Failure to comply with an approved permit.
  - (2) The discovery of false, incomplete, or erroneous information submitted as part of the permit application.
  - (3) Failure to allow reasonable and timely access to the property for any and all inspections deemed by the city to be necessary to ensure compliance with this chapter.
  - (4) The discovery that a permit was mistakenly issued.
- (e) Any person who violates any provision of this chapter, any order issued pursuant to this chapter, or any approved stormwater permit shall be, in addition to all other remedies, subject to site restoration. The Public Works Director or his designee shall take into consideration the nature and extent of the violation, the impact upon the land, public health and safety and any other factors he deems necessary in determining whether or not restoration shall be required. If the Public Works Director or his designee determines that restoration is required, the violator shall restore all land, water, and vegetation affected by the violation to its condition prior to the violation, except whenever the prior condition is unknown or disputed, the Public Works Director or his designee shall determine the extent of restoration required. Whenever trees are removed in violation of this chapter, new trees shall be planted at a rate of nine (9) inches of tree circumference for every one hundred (100) square feet of disturbed area. All replacement trees shall be native woodland species suited to the growing conditions of the planting area. In setting the time limits for

restoration, the Public Works Director or his designee shall take into account the quantity of work required, planting seasons, and the consequences of delay.

- (f) Whenever a violation of this chapter for which a notice of violation has been sent remains uncorrected after the appeal rights of the violator have been forfeited or exhausted and such violation has been determined by the Public Works Director or his designee to be dangerous or prejudicial to the public health, the city shall have the authority to remove, abate, or remedy the violation. The expense of this action including administrative costs shall be billed to the person in violation of this chapter and, if not paid, shall be a lien upon the land or premises where the violation occurred and shall be collected as unpaid taxes.
- (g) Penalties for depositing solid waste in streets, as outlined in section 30-23, shall be as follows:
  - (1) Any person found to be in violation of section 30-23, pertaining to depositing solid waste in streets, shall be subject to a civil penalty in the amount of fifty dollars (\$50.00). Violators shall be issued a written citation which must be paid to the office of the revenue collections division of the Finance Department within five (5) days.
  - (2) For the purpose of enforcement, each and every day the violation continues may be considered a new violation.
  - (3) Any violations of section 30-23 may be prosecuted as a misdemeanor, in accordance with G.S. 160A-175.

(Ord. No. 06-07, § 19-18, 4-10-2006; Ord. No. 06-20, § 2, 8-14-2006)

#### **Sec. 30-22. Other violations.**

Any person found in violation of other provisions of this chapter, not specifically enumerated elsewhere, shall be subject to a civil penalty not to exceed five hundred dollars (\$500.00) per violation or per day for any violation.

(Ord. No. 06-07, § 19-19, 4-10-2006)

#### **Sec. 30-23. Payment/collection procedures.**

Penalties shall be assessed by the City Manager or his designee. No penalty shall be assessed until the person alleged to be in violation is served written notice of the violation by registered mail, certified mail (return receipt requested), or personal service. Refusal to accept the notice shall not relieve the violator of the obligation to pay the penalty. The City Manager or designee shall make written demand for payment upon the person in violation. If the payment is not received within thirty (30) days after demand for payment is made, the matter shall be referred to the City Attorney for institution of a civil action in the name of the city, in the appropriate division of the General Court of Justice in the county for recovering the penalty.

(Ord. No. 06-07, § 19-20, 4-10-2006)

#### **Sec. 30-24. Injunctive relief.**

Whenever the Public Works Director has a reasonable cause to believe that any person is violating or threatening to violate this chapter, rule, regulation, order duly adopted or issued pursuant to this chapter or making connection to a stormwater conveyance or stormwater conveyance system other than in accordance with the terms, conditions and provisions of approval, the city may, either before or after the institution of any other action or proceeding authorized by the Code, institute a civil action in the name of the city for injunctive relief to restrain and abate the violation or threatened violation.

(Ord. No. 06-07, § 19-21, 4-10-2006)

**Sec. 30-25. Criminal penalties.**

Any person who knowingly or willfully violates any provision of this chapter, rule, regulation, order duly adopted or issued pursuant to this chapter shall be guilty of a misdemeanor, punishable by a fine not to exceed five hundred dollars (\$500.00) or imprisonment for not longer than thirty (30) days. Each violation shall be a separate offense.

(Ord. No. 06-07, § 19-22, 4-10-2006)

**Sec. 30-26. Depositing solid waste in streets prohibited.**

It shall be unlawful to place any garbage, tree limbs, furniture, appliances, building material waste, grass trimmings, mulched yard waste or debris of any type in any portion of a paved street, including the curb and gutter, or upon any paved sidewalk or right-of-way area used as a sidewalk, or within a dirt street so as to cause a drainage blockage and/or hinder the water quality of the stormwater being discharged to waters of the state. The occupant, owner, tenant and/or contractor shall be considered as the party who places items listed in this section when those items are found violating this section and are adjacent to the occupant's property.

(Ord. No. 06-20, § 1(19-31), 8-14-2006)

Section 2: In addition to, the revised Local Program to Implement the Tar-Pamlico Stormwater Rules in The City of Washington, as attached is hereby adopted and shall become effective with the ordinance.

Section 3: All ordinances in conflict herewith are hereby repealed.

Section 4: This ordinance shall become effective May 1, 2023.

ADOPTED this 13<sup>th</sup> day of March 2023.

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

# **Local Program to Implement Tar-Pamlico Stormwater Rules In The City of Washington**

May 1, 2023



## Contents

<i>GENERAL INSTRUCTIONS FOR LOCAL GOVERNMENTS CUSTOMIZING THIS TEMPLATE</i> .....	3
Part 1: INTRODUCTION .....	3
Part 2: CERTIFICATION .....	4
Part 3: LOCAL GOVERNMENT INFORMATION .....	5
Local Program Area .....	5
Interconnection with Other Local Jurisdictions .....	5
Shared Responsibility .....	5
Receiving Waters .....	5
Part 4: STORMWATER MANAGEMENT PROGRAM ADMINISTRATION .....	7
Organizational Structure .....	7
Program Funding and Budget .....	8
Measurable Tasks for Program Administration .....	8
Part 5: POST-CONSTRUCTION SITE RUNOFF AND NUTRIENT LOADING MANAGEMENT PROGRAM ..	10
Applicable State Post-Construction Programs .....	10
Existing Post-Construction Ordinances, Procedures, and Guides .....	10
Summary Description of Stormwater Program .....	11
Measurable Tasks for Post-Construction Runoff Control BMPs .....	12
Part 6: ILLICIT DISCHARGE DETECTION AND ELIMINATION PROGRAM .....	22
Non-Stormwater Discharges .....	22
Measurable Tasks for Illicit Discharge Detection and Elimination BMPs .....	23
PART 7: PUBLIC EDUCATION AND OUTREACH PROGRAM .....	30
Pollutants, Sources, Audiences Worksheet .....	30
Measurable Tasks for Public Education and Outreach BMPs .....	32

## **PART 1: INTRODUCTION**

The purpose of this Tar-Pamlico Local Program is to establish and define the means by which The City of Washington will comply with the requirements of the Tar-Pamlico Nutrient Stormwater rule (henceforth, "Rule") (15A NCAC 02B .0731).

This Local Program identifies the specific elements and minimum measures that The City of Washington will develop, implement, enforce, evaluate and report to the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Resources (DWR) to comply with the requirements of the Rule. This Local Program covers activities associated with the discharge of nutrients in Stormwater from The City of Washington.

The Local Program will be evaluated annually, and updated as needed, to ensure that the elements and minimum measures it contains continue to adequately provide for Rule compliance.

Once the Local Program is approved by NCDEQ and the Environmental Management Commission, all provisions contained and referenced in it, along with any approved modifications, become enforceable.

## PART 2: CERTIFICATION

By my signature below I hereby certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

I am also aware that the contents of this document shall become an enforceable part of the Local Program, and that NCDEQ has enforcement authority.

- ☐ I am a ranking elected official for The City of Washington.
- ☐ I am a principal executive officer for The City of Washington
- ☒ I am a duly authorized representative for The City of Washington and have attached the authorization made in writing by a principal executive officer or ranking elected official which specifies me as (*check one*):
- ☐ A specific individual having overall responsibility for Stormwater matters.
- ☒ A specific position having overall responsibility for Stormwater matters.

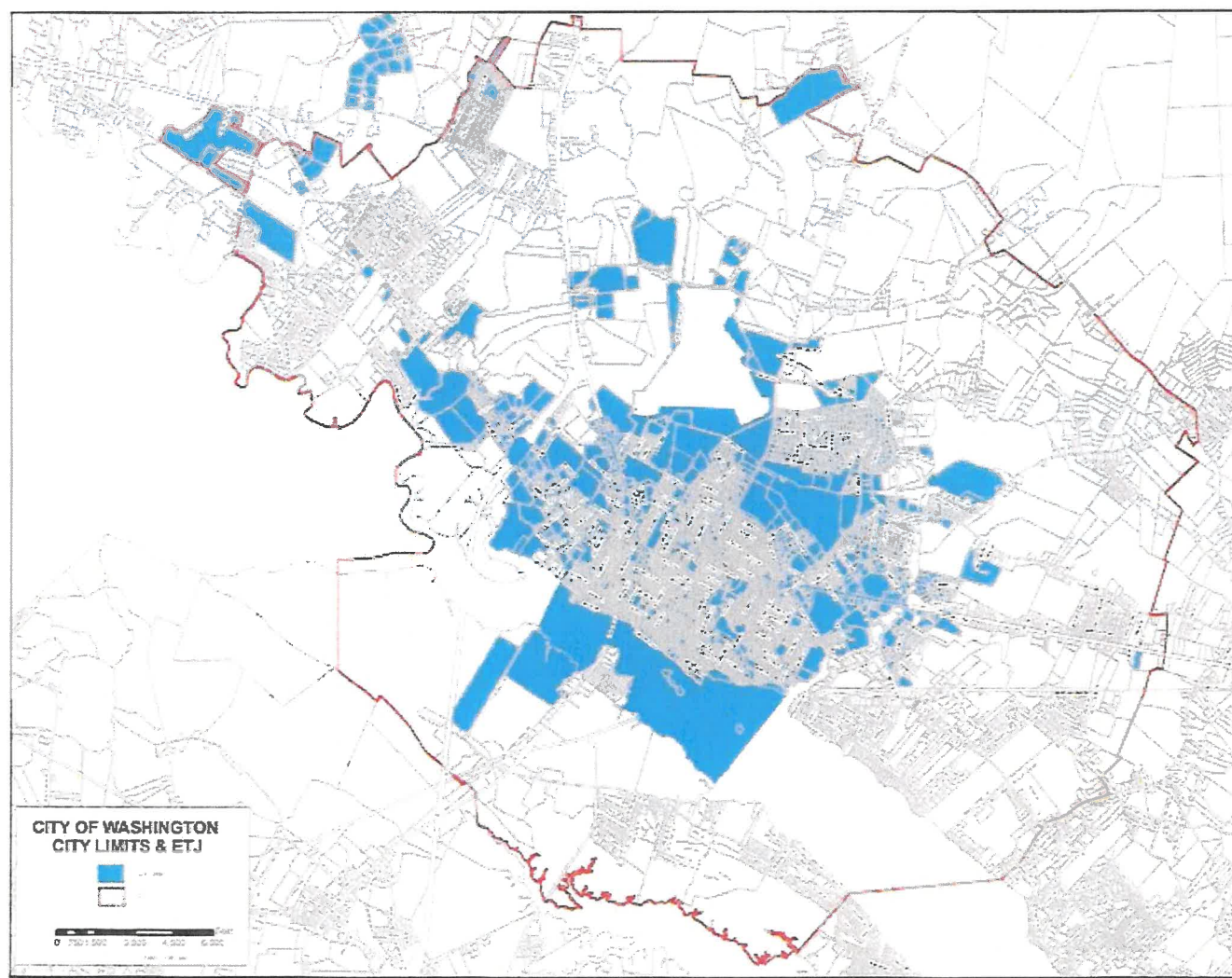
<b>Signature:</b>	
<b>Print Name:</b>	Hope J. Woolard
<b>Title:</b>	Public Works Director
Signed this <u>1st</u> day of <u>May 2023</u> .	

"Stormwater Administrator means the Public Works Director or his or her designee responsible for all decisions concerning application of the stormwater management and control ordinance, programs, and policies and any matters related to the program."

## PART 3: LOCAL GOVERNMENT INFORMATION

### Local Program Area

This Local Program applies throughout the limits of The City of Washington, including all regulated activities associated with the discharge of Stormwater from the jurisdiction. The map below shows the area regulated by the jurisdiction for implementation of the Tar-Pamlico Nutrient Management Strategy as of the date of this document.



### Receiving Waters

The City of Washington is located within the Tar-Pamlico watershed and discharges directly into receiving waters as listed in Table 2 below. Applicable water quality standards listed below are compiled from the following NCDEQ sources:

[Waterbody Classification Map](#)

[Impaired Waters and TMDL Map](#)

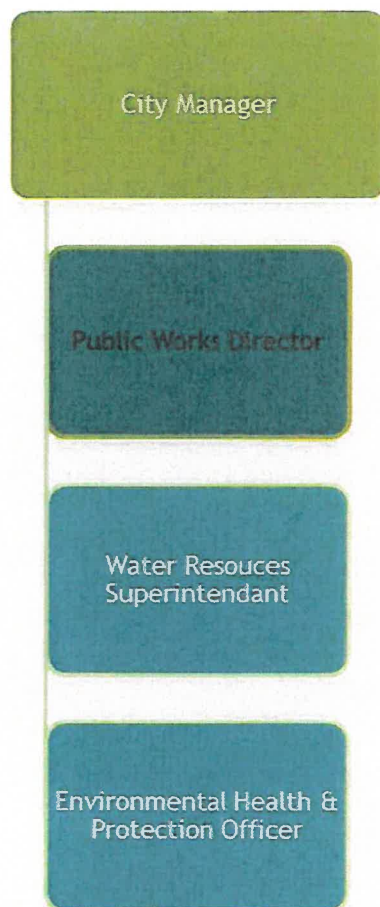
Most recent NCDEQ Final [303\(d\) List](#)

**Table 2: Summary of Receiving Waters**

<b>Receiving Water Name</b>	<b>Stream Index / AU Number</b>	<b>Water Quality Classification</b>	<b>303(d) Listed Parameter(s) of Interest</b>
Tar/Pamlico	29-(1)	SC, NSW	Dissolved Oxygen, pH,
Tranterns Creek	28-103	C, SW, NSW	
Cherry Run	28-103-17	C, SW, NSW	
Mitchell Branch	28-103-16	C, SW, NSW	
Maple Branch	28-103-15	C, SW, NSW	
Kennedy Creek	28-104	C, NSW	
Jacks Creek	29-2	C, NSW	
Herring Run	29-3-3	C, NSW	
Runyon Creek	29-3-(1) 29-3-(2)	SC, NSW	
Piney Grove Branch	29-3-3-1	C, NSW	

## PART 4: STORMWATER MANAGEMENT PROGRAM ADMINISTRATION

### Organizational Structure



The City of Washington Stormwater Program is administered through the Water Resources division of the Public Works Department. The Environmental Health & Protection Officer serves as the program administrator and coordinates all public education and outreach, illicit discharge detection and elimination, and post-construction stormwater management.

**Table 3: Summary of Responsible Parties**

Local Program Component	Responsible Position	Department
Stormwater Program Administration	Environmental Health & Protection Officer	Public Works/Water Resources
Post-Construction Stormwater Management	Environmental Health & Protection Officer	Public Works/Water Resources
Illicit Discharge Detection & Elimination	Environmental Health & Protection Officer	Public Works/Water Resources
Public Education & Outreach	Environmental Health & Protection Officer	Public Works/Water Resources

## Program Funding and Budget

The City of Washington shall maintain adequate funding and staffing to implement and manage the provisions of the Local Program and comply with the requirements of the Tar-Pamlico Stormwater Rule. The stormwater program is funded predominantly by the Stormwater Utility Fee charged to property owners within the jurisdiction. A small amount of revenue is also generated through stormwater plan review fees of \$1500 per project. These reviews are then contracted out to a qualified engineering consultant.

## Measurable Tasks for Program Administration

The City of Washington will manage and report on the following Best Management Practices (BMPs) for administration of the Local Program, as described in Table 4. The annual assessment and reporting period runs from July 1 to June 30 of every year, and is part of the annual reporting required to be submitted to comply with requirements of the Nutrient Management Strategy. This annual assessment is to be submitted to the Division of Water Resources by October 30 of each year.

**Table 4: Program Administration BMPs**

Program Administration BMPs				
	<b>Annual Self-Assessment</b> Measures to evaluate the performance and effectiveness of the Local Program components at least annually. Results will be used to modify the program components as necessary to accomplish the intent of the Tar-Pamlico Stormwater Rule. The self-assessment reporting period is the fiscal year (July 1 – June 30).			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
1.	<b>Annual Self-Assessment and Report</b>			
	Perform an annual evaluation of Local Program implementation, suitability of Local Program commitments and any proposed changes to the Local Program utilizing the NCDEQ Annual Self-Assessment Template.	1. Record annual reporting metrics in the Annual Self-Assessment Template customized to this Local Program, provide formal certification by a local official, and submit to NCDEQ as part of annual reporting.	1. Annually	1. Annual reporting metrics received by NCDEQ - DWR no later than October 30 of each year.
		2. Review results of self-assessment for suitability and achievability of Local Program commitments. Propose Local Program changes to NCDEQ as part of annual reporting.	2. Annually	2. Assessment of Local Program commitments suitability, and proposed changes to the Local Program, are included in the Annual Self-Assessment submitted no later than October 30 of each year.

Program Administration BMPs				
	<b>Local Program Updates</b> Process to be used to update the Local Program and/or Local Ordinances.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
2.	<b>Local Program Updates</b>			
	Audit Stormwater program implementation for compliance with Tar-Pamlico Rules and approved Local Program and utilize the results to prepare and submit a permit renewal application package.	1. Self-audit and document any Stormwater program components not audited by EPA or NCDEQ utilizing the DEQ Audit Template.	1. TBD	1. Submit Self-Audit to DEMLR (if MS4) or DWR (if non-MS4) (required component of permit renewal application package).
		2. Participate in a Tar-Pamlico Nutrient Management Strategy Audit, as scheduled and performed by NCDEQ.	2. TBD	2. N/A
		3.	3.	3.
	<b>Adequate Funding and Staffing</b> Local Program activities to determine and maintain adequate funding and staffing to implement and manage the provisions of the Local Program and meet all requirements of the Tar-Pamlico Stormwater Rule			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
3.	<b>Funding and Staffing Evaluation</b>			
	Review of Annual Self-Assessment may identify uncompleted tasks. Determine if more funding or staffing is needed to implement the Local Program.	1. Identify uncompleted tasks from Annual Self-Assessment.	1. Annually.	1. List of uncompleted tasks
		2. Determine whether additional funding or staff time are needed to achieve task, if Local Program change is needed, or if there were unusual circumstances.	2. Annually.	2. Report corrective actions needed
		3. Set up steps to implement program changes.	3. Annually.	3. Date changes implemented.
		4.		4.

## **PART 5: POST-CONSTRUCTION SITE RUNOFF AND NUTRIENT LOADING MANAGEMENT PROGRAM**

This part of the Local Program identifies the elements being used to develop, implement, and enforce a program to reduce nutrients in Stormwater runoff from new development projects and development expansions. These elements meet the requirements set forth in the Tar-Pamlico Stormwater Rule | 15A NCAC 02B .0731. These elements are designed to minimize water quality impacts through a combination of structural Stormwater Control Measures (SCMs) and nutrient offset buy-downs, and to ensure adequate long-term operation and maintenance of SCMs.

### **Applicable State Post-Construction Programs**

The City of Washington implements the State post-construction programs for which reference information is added in [Table 5](#).

***Table 5: List of State Programs for Post-Construction Site Runoff Control***

<b>State Stormwater Program Name</b>	<b>State Requirements</b>	<b>Local Ordinance / Regulatory Mechanism Reference</b>
Tar-Pamlico River Basin Nutrient Management in Stormwater Strategy	15A NCAC 02B .0731	Part II, Chapter 30 Stormwater Management
Coastal Counties: Stormwater Management Requirements	15A NCAC 02H .1019	Part II, Chapter 30 Stormwater Management

### **Existing Post-Construction Ordinances, Procedures, and Guides**

The City of Washington has existing ordinances, guidance manuals, standard operating procedures, and reference material that cover part or all of the implementation of the nutrient Stormwater rule's post-construction requirements. These ordinances and references are summarized in [Table 6](#) below.

**Table 6: Summary of Existing Post-Construction Ordinances, Procedures, and References**

<b>Plan Review and Approval</b>	<b>Municipal Ordinance/Code Reference(s) and/or Document Title(s)</b>	<b>Date Adopted</b>
Authority	Part II, Chapter 30-2	TBD
Federal, State & Local Projects	Part II, Chapter 30-4	TBD
Plan Review	Part II, Chapter 30-5	TBD
O&M Agreement	Part II, Chapter 30-11	TBD
O&M Plan	Part II, Chapter 30-11	TBD
Deed Restrictions/Covenants	Part II, Chapter 30-5	TBD
Access Easements	Part II, Chapter 30-11	TBD
Nutrient Calculation	Part II, Chapter 30-7	TBD
Nutrient Offset	Part II, Chapter 30-9	TBD
<b>Inspections and Enforcement</b>	<b>Municipal Ordinance/Code Reference(s) and/or Document Title(s)</b>	<b>Date Adopted</b>
Documentation	Part II, Chapter 30-11	TBD
Right of Entry	Part II, Chapter 30-11	TBD
Pre-CO Inspections	Part II, Chapter 30-11	TBD
Compliance with Plans	Part II, Chapter 30-11	TBD
Annual SCM Inspections	Part II, Chapter 30-11	TBD
Qualified Professional	Part II, Chapter 30-11	TBD

### Summary Description of Stormwater Program

The City of Washington is implementing density averaging referred to in the ordinance as impervious surface averaging. This allows for a developed lot to be parcel paired with a recorded conservation lot to offset BUA density. The developed lot must still comply with other low-density provisions such as vegetated conveyances.

Incremental BUA expansion is managed by providing a high-density threshold of 22% instead of 24%. This provides approximately a 10% factor of safety to ensure that small incremental BUA expansions do not result in a violation of state rules.

Though no longer required per state rules, the City of Washington has selected to continue enforcing peak flow controls in the one year 24-hour storm events due to localized flooding concerns.

## Measurable Tasks for Post-Construction Runoff Control BMPs

The City of Washington will implement the following program measures to satisfy the post-construction runoff control requirements of the nutrient Stormwater rule.

**Table 7: Post Construction Site Runoff Control BMPs**

Post Construction Site Runoff Control BMPs				
	<b>Minimum Post-Construction Reporting Requirements</b> Measures to document activities over the course of the fiscal year (July 1 – June 30) including appropriate information to accurately describe progress, status, and results.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
4.	<b>Standard Nutrient Management Strategy Reporting</b> Implement standardized tracking, documentation, inspections and reporting mechanisms to compile appropriate data for the annual self-assessment process.			
		1. Track number of NMS-subject plans approved in past year.	1. Continuously	1. Number of plan approvals issued for NMS-subject developments in the past year.
		2. Maintain a current inventory of developments and lots with BUA limits (BMP#) and constructed SCMs including SCM type or location, and last inspection date (BMP#).	2. Continuously	2. Summary of number and type of SCMs added to the inventory in the past year; and number of developments with BUA limits added to inventory in the past year.
		3. Track number of post-construction SCM inspections performed by staff in the past year. (BMP#)	3. Continuously	3. Number of post-construction SCM inspections in the past year.
		4. Track number and type of construction-phase Stormwater inspections performed.	4. Continuously	4. Number and type of construction-phase Stormwater inspections.
		5.	5.	5.

Post Construction Site Runoff Control BMPs				
5.	<b>Data Used in Nutrient Calculations</b>			
	Input data used for the calculation of nutrient export and reduction by SCMs for all development sites subject to 0731 will be collected for the year and submitted as an appendix for the Local Program's Annual Report.	1. Export SNAP input data from each development upon approval.	1. Continuously	1. Nutrient calculation input data for all developments and expansions subject to the Tar-Pamlico Stormwater Rule submitted to NCDEQ by October 30 of each year.
		2. Provide adjusted SNAP input data from each development where completed land covers are different from what was permitted.	2. Annually	2. Nutrient calculation data for these developments and a notice for which previously-submitted data are to be replaced.
		3.	3.	3.
	<b>Legal Authority</b> Measures to maintain adequate legal authorities through ordinance or other regulatory mechanism to: <ul style="list-style-type: none"> <li>(a) review designs and proposals for new development and expansion of development to determine whether adequate Stormwater control measures will be installed, implemented, and maintained,</li> <li>(b) Implement requirements of the Tar-Pamlico Nutrient Management Strategy Stormwater Rule, including nutrient targets, Rule applicability, Stormwater treatment requirements, nutrient calculation methods, and nutrient offset.</li> <li>(c) request information such as Stormwater plans, inspection reports, monitoring results, and other information deemed necessary to evaluate compliance with the Post-Construction Stormwater Management Program, and</li> <li>(d) Enter private property for the purpose of inspecting at reasonable times any facilities, equipment, practices, or operations related to Stormwater discharges to determine whether there is compliance with the Post-Construction Stormwater Management Program.</li> </ul>			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
6.	<b>Nutrient Management Strategy Requirements Specified in Ordinance</b>			
	Tar-Pamlico Nutrient Management Strategy requirements shall be included in the jurisdiction's development ordinance. Ordinance needs to be at least as stringent as the NMS Rule requirements for Rule applicability, nutrient targets, Stormwater requirements, specify the calculation method, and procedures for nutrient offset.	1. Establish nutrient targets through code revision	1. First year	1. Completed y/n?
		2. Establish High- and Low-Density Development Requirements through code revision	2. First year	2. Completed y/n?
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

## Post Construction Site Runoff Control BMPs

7.	<b>Authority to Review Federal, State, and Local Government Plans</b>			
	Ensure local ordinance specifically requires compliance with Nutrient Management Strategy by Federal, State, and Local government projects.	1. Revise code to require Federal, State, and local government projects to comply with post construction requirements unless subject to its own NPDES MS4 permit or qualifying alternative program	1. First year	1. Completed y/n?
		2. Contact representatives of all Federal, State, and local government land holdings within the jurisdiction to advise them of this development review requirement.	2. First year	2. Completed y/n?
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
8.	<b>Legal Authorities for Development Plans and Plan Review</b>			
	Provide adequate legal authorities designed to meet the objectives of the Post-Construction Site Runoff Controls Stormwater Management program, including the ability to request Stormwater plans, conduct development design reviews and approvals, review and approve O&M Plans and Agreements for all SCMs, requiring deed restrictions and protective covenants for SCMs, and requiring recordation of BUA limits for projects and individual lots within.	1. Establish legal authority through code revision	1. First year	1. Completed y/n?
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
9.	<b>Authority to Require Submission of Annual SCM Inspection Reports</b>			
	Provide legal authority to require owners and operators of post-construction SCMs to perform and submit inspections performed by a qualified professional on an annual basis.	1. Establish legal authority through code revision	1. First year	1. Completed y/n?
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

Post Construction Site Runoff Control BMPs				
10.	<b>Legal Authorities for Inspections and Enforcement</b>			
	Provide legal authorities needed for inspections and enforcement including right-of-entry, ability to issue Notices of Violation and Stop Work Orders, ability to review as-builts for compliance with approved plans, and other enforcement mechanisms.	1. Establish legal authority through code revision	1. First year	1. Completed y/n?
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
11.	<b>SCM Minimum Design Criteria Specified</b>			
	Ensure the local ordinance or local SCM design manual specifically refers to the State's Minimum Design Criteria.	1. Revise code to specify State Minimum Design Criteria for SCM design	1. First year	1. Completed y/n?
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

## Post Construction Site Runoff Control BMPs

### Plan Review and Approval

Measures to maintain plan review and approval authority, standards, and procedures to:

- (a) (MS4 jurisdictions only) Require Federal, State, and local government projects to comply with Post-Construction Program requirements throughout the entire jurisdiction, unless the entity is subject to its own NPDES MS4 permit or a qualifying alternative program, or set up Memoranda of Agreement with Federal, State, and Local government property owners noting the appropriate reviewing authority for potential development plans on those properties,
- (b) Conduct site plan reviews of all new development and redeveloped sites that disturb greater than or equal to one acre, and sites that disturb less than one acre that are part of a larger common plan of development or sale for compliance with 15A NCAC 02H .1017 and the qualifying alternative programs that apply within your jurisdiction (MS4 only),
- (c) Conduct site plan reviews of all new development and development expansions for compliance with the Stormwater treatment and nutrient reduction requirements in 15A NCAC 02B .0731, including reviews of nutrient calculations using a DWR-approved calculation tool,
- (d) Ensure that each project has an Operation and Maintenance Agreement that complies with 15A NCAC 02H .1050(12),
- (e) Ensure that each project has an Operation and Maintenance Plan that complies with 15A NCAC 02H .1050(13),
- (f) Ensure that each project has recorded deed restrictions and protective covenants, that require the project to be maintained consistent with approved plans, and  
Ensure that each SCM and associated maintenance accesses be protected in a permanent recorded easement per 15A NCAC 02H 1050 (9) and (10).

BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
12.	<b>MOAs for Plan Review – Federal, State, Local Government</b>			
	Local Program will have an MOA with each Federal, State, and Local Government entity within its jurisdiction, stating whether the entity has chosen to have the Local Program review any future development plans for compliance with NMS Rule, or whether plans will be submitted to DEMLR for review.	1. Set up Memoranda of Agreement with a responsible party of each Federal, State, and Local Government entity with property within the jurisdiction of the Local Program.	1. First year	1. List of entities, responsible parties and contact information, and whether plan review will be local or state.
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

Post Construction Site Runoff Control BMPs				
13.	<b>Review Plans for Compliance with Nutrient Management Strategy</b>			
	Conduct site plan reviews of all new development and development expansions for compliance with the Stormwater treatment and nutrient reduction requirements in 15A NCAC 02B.0731, including reviews of nutrient calculations using a DWR-approved calculation tool.	1. Establish application intake and review procedures	1. First year	1. Completed y/n?
		2. Conduct site plan reviews	2. Continuously	2. Number of plans approved that year
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
14.	<b>SCM Operations and Maintenance Agreements and Plans</b>			
	Ensure each Stormwater control measure has an Operation and Maintenance Plan that complies with 15A NCAC 02H .1050(13) and an Operation and Maintenance Agreement that complies with 15A NCAC 02H .1050(12)	1. Establish legal authority through code revision	1. First year	1. Completed y/n?
		2. Enforcement of new code by requiring approval of O&M Plan and Agreement by Stormwater Administrator prior to plan approval	2. Continuously	2. Number of O&M Plans and Agreements approved that year
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
15.	<b>Deed Restrictions and Protective Covenants</b>			
	Provide mechanisms such as recorded deed restrictions and protective covenants that ensure development activities will maintain the project consistent with approved plans. (Don't close project until deed restrictions are recorded.)	1. Establish legal authority through code revision	1. First year	1. Completed y/n?
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
16.	<b>Protective Easements for SCMs</b>			
	Require that each SCM and associated maintenance accesses be protected in a permanent recorded easement per 15A NCAC 02H 1050 (9) and (10).	1. Establish legal authority through code revision	1. First year	1. Completed y/n?
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

Post Construction Site Runoff Control BMPs				
17.	<b>Require Recordation of BUA Limits on Deeds or Plats</b>			
	Ensure that for lots in developments with a Common Plan of Development that a BUA limit, based on the approved Stormwater plan, is recorded with either the deed or plat	1. Establish legal authority through code revision	1. First year	1. Establish legal authority through code revision
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
18.	<b>Plan Review Staff Training on Nutrient Calculator Tool</b>			
	Ensure all plan review staff have gone through DWR-provided plan reviewer training for the approved nutrient calculator.	1. All current plan review staff participate in live online training for calculator tool.	1. First year	1. Number of review staff that attended live online training
		2. Plan review staff who were unable to attend live online workshop view recording of training.	2. As needed	2. Number of review staff that viewed recording of training that year
19.	<b>SCM Transfer Process</b>			
	Prepare a "handoff" educational process for when developers transfer ownership of SCMs to HOAs/POAs. Educational materials should include estimates of annual costs for O&M and inspection, LG general expectations, possible/likely modes of failure, HOA/POA general obligations, other guidance and resources. Integrate this process with the as-built inspection of SCMs.	1. Develop instructions and materials for outreach to HOAs	1. First year	1. Completed y/n?
		2. Set up annual reminders (postcards/email) to HOAs for SCM O&M and inspection	2. Second year and annually thereafter	2. Completed y/n?
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

Post Construction Site Runoff Control BMPs				
	<b>Inspections and Enforcement</b> Measures to maintain inspection and enforcement authority, standards and procedures to: <ul style="list-style-type: none"> <li>(a) Conduct post-construction inspections prior to issuing a Certificate of Occupancy or a Temporary Certificate of Occupancy. Alternatively, the project owner may provide a surety bond to guarantee compliance with the approved plan(s),</li> <li>(b) Ensure that the project has been constructed in accordance with the approved plan(s),</li> <li>(c) Ensure annual inspection of each permitted SCM to ensure compliance with the approved Operation and Maintenance Agreement,</li> <li>(d) Ensure inspection of low-density projects at least once every five years (MS4s only), and</li> <li>(e) Require that inspections be conducted by a qualified professional.</li> </ul>			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
20	<b>Inspection of Post-Construction SCMs</b>			
	Conduct staff inspection of all post-construction SCMs at least once every five years.	1. Conduct inspection of 30% of SCMs each year	1. Annually	1. Number of SCMs inspected
		2.	2.	2.
21.	<b>Require submission of Annual Post-Construction SCM Inspections</b>			
	Require annual submission of post-construction SCM inspections reports, that inspections are conducted by a qualified professional for compliance with the approved O&M plan, and that SCM owners keep O&M records available for viewing by the Local Program for 5 years.	1. Assign data storage location for reports and staff to log them in	1. First year	1. Completed y/n?
		2. Log reports as they're received	2. Continuously	2. Number of reports received that year
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
22.	<b>End-of-construction SCM Inspections</b>			
	Conduct post-construction SCM inspections prior to issuing a Certificate of Occupancy or a Temporary Certificate of Occupancy. Alternatively, the project owner may provide a surety bond to guarantee compliance with the approved plan(s), and ensure that the project has been constructed in accordance with the approved plan(s).	1. Conduct post-construction SCM inspections prior to issuing a Certificate of Occupancy	1. Continuously	1. Number of projects completed and issued Certificate of Occupancy
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

## Post Construction Site Runoff Control BMPs

### Documentation

Measures to maintain adequate documentation and standardized inspection and tracking mechanisms to:

- (a) Maintain an inventory of post-construction SCMs and their responsible parties,
- (b) Maintain an inventory of low-density projects (MS4s only),
- (c) Maintain an inventory of developments and parcels with BUA limits,
- (d) Document, track and maintain records of inspections and enforcement actions through the end of construction for compliance with development plans. Tracking shall include the ability to identify chronic violators,
- (e) Provide education resources for developers to meet Stormwater and nutrient management Rules,
- (f) Provide education resources for the public regarding BUA limits in developments and management of SCMs.

BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
23.	<b>Inventory of Post-Construction SCMs</b>			
	Develop and maintain a comprehensive inventory of post-construction SCMs to be utilized for inspections and tracking. Inventory shall include information on responsible parties and contact information.	1. Establish list of existing post-construction SCMs and responsible parties	1. First year	1. number of SCMs
		2. Add SCMs to inventory list when project as-builts are approved	2. Annually	2. total number of SCMs
		3. Update responsible party information from submitted annual inspection reports	3. Annually	3. Completed y/n?
		4.	4.	4.
		5.	5.	5.
24.	<b>Inspections &amp; Enforcement Tracking – Construction-Stage Compliance</b>			
	Develop and maintain a tracking mechanism for inspections, enforcement, and follow-up actions through the end of construction for compliance with development plans, including SCM installations, BUA limits, and protection of forested areas. Provide the ability to identify chronic violators.	1. Develop inspection tracking mechanism to meet all requirements	1. First year	1. Completed y/n?
		2. Enforcement actions are followed for sites with frequent deficiencies	2. Continuously	2. Number of SCMs with deficiencies that year, number of SCMs with unresolved deficiencies
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

Post Construction Site Runoff Control BMPs				
25.	<b>Inspections &amp; Enforcement Tracking – Post-Construction SCM Compliance</b>			
	Develop and maintain a tracking mechanism for inspections, enforcement, and follow-up actions of post-construction SCM inspections, including annual inspection submissions and periodic staff inspections. Provide the ability to identify chronic violators.	1. A list of SCMs and responsible parties is developed and kept updated	1. First year	1. Cumulative number of SCMs identified
		2. Due dates are set for submission of annual inspection reports	2. First year	2. Due dates roll through the year or if there is a single date?
		3. Staff are assigned responsibility for ensuring missed reports have follow up	3. Annual report check-in	3. Number of missed annual reports that year
		4. Enforcement actions are followed for sites with frequent deficiencies	4. Continuously	4. Number of SCMs with deficiencies that year, number of SCMs with unresolved deficiencies
		5.	5.	5.
26.	<b>Developer Resources - General</b>			
	(See full BMP description in Public Education and Outreach Table 11, BMP #49)	1.	1.	1.
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
27.	<b>Developer Resources – Nutrient Rules</b>			
	(See full BMP description in Public Education and Outreach Table 11, BMP #50)	1.	1.	1.
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
28.	<b>Public Education for BUA Limits and SCM Maintenance</b>			
	(See full BMP description in Public Education and Outreach Table 11, BMP #51)	1.	1.	1.
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

## PART 6: ILLICIT DISCHARGE DETECTION AND ELIMINATION PROGRAM

### Non-Stormwater Discharges

The water quality impacts of non-Stormwater discharges have been evaluated by The City of Washington as summarized in [Table 8: Non-Stormwater Discharges](#) below as to whether they are incidental or possible. The unpermitted non-Stormwater flows listed as incidental do not significantly impact water quality. The City of Washington has evaluated residential and charity car washing and street washing for possible significant water quality impacts.

Street washing discharges are addressed under the Illicit Discharge Detection and Elimination section of this SWMP. The Division has not required that other non-Stormwater flows be specifically controlled by The City of Washington.

Wash water associated with residential and charity car washing that does not contain detergents or does not discharge directly into the local drainage system is considered incidental. However, these types of non-Stormwater discharges that do contain detergents have not been evaluated by The City of Washington to determine whether they may significantly impact water quality.

**Table 8: Non-Stormwater Discharges**

Non-Stormwater Discharge	Water Quality Impacts
Water line and fire hydrant flushing	Incidental
Landscape irrigation	Incidental
Diverted stream flows	Incidental
Rising groundwater	Incidental
Uncontaminated groundwater infiltration	Incidental
Uncontaminated pumped groundwater	Incidental
Uncontaminated potable water sources	Incidental
Foundation drains	Incidental
Air conditioning condensate	Incidental
Irrigation waters	Incidental
Springs	Incidental
Water from crawl space pumps	Incidental
Footing drains	Incidental
Lawn watering	(Incidental   Possible)
Residential and charity car washing	(Incidental   Possible)
Flows from riparian habitats and wetlands	(Incidental   Possible)
Dechlorinated swimming pool discharges	(Incidental   Possible)
Street wash water	(Incidental   Possible)
Flows from firefighting activities	(Incidental   Possible)

## Measurable Tasks for Illicit Discharge Detection and Elimination BMPs

Previous IDDE program for the City of Washington included dry weather outfall screening. This method proved to be extremely difficult and ineffective given the high water table and number of outfalls that are submersed in the receiving stream and river. Because of either the ground water flow or tailwater at the outfall, illicit discharges were diluted and rarely ever distinguishable from the normal flow.

This updated program now uses hot-spot and source screening as a proactive IDDE measure. Each year during the annual evaluation of the IDDE program, staff will identify targeted priority pollutants and potential sources. These potential sources will be investigated in order to identify illicit discharges or potential illicit discharges before the pollutant reaches the storm drainage system or waters of the state.

The City of Washington will develop, manage, implement, document, report and enforce an Illicit Discharge Detection and Elimination Program which includes the following illicit discharge detection and elimination BMPs.

**Table 9: Illicit Discharge Detection and Elimination BMPs**

Illicit Discharge Detection and Elimination BMPs				
	<b>Stormwater Drainage Network Map</b> Measures to develop, update and maintain a stormwater drainage network map including stormwater conveyances, flow direction, major outfalls and waters of the United States receiving stormwater discharges.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
29.	<b>Creation and Maintenance of Stormdrain Network Map</b> The stormdrain network map will be created through field mapping and GIS analysis of existing data. Major components include stormwater inlets, conveyances, roadside ditches, and outfalls. Infrastructure type and flow direction will be identified. Data will be continually maintained.			
		1. Create a GIS data layer containing known major outfalls, stormwater inlets, conveyances, and other infrastructure for at least 20% of the jurisdiction per year.	1. Annually	1. Report percent of system initially mapped
		2. Update GIS data layer with field mapped objects, verify flow directions of all conveyances	2. Continuously	2. Report number and type of objects identified
		3. When new public stormwater infrastructure is identified or constructed add objects to the map with flow direction	3. Continuously	3. Report types and number of new public infrastructure added to the map during the reporting period
		4.	4.	4.
		5.	5.	5.

## Illicit Discharge Detection and Elimination BMPs

30.	<b>Waters of the State GIS Data Layer</b>			
	A GIS data layer of waters of the state will be created or acquired, with regular updates sought.	1. Acquire a GIS data layer of the waters of the state from the USGS or other source	1. First year	1. Report when data layer is acquired and source of data, note publication date
		2. Check for regular updates from data source, or add field-identified objects to self-sourced dataset	2. Annually	2. Report whether data were updated (if self-sourced), or whether a new dataset was issued with publication date
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
31.	<b>Land Use GIS Data Layer</b>			
	The Local Program will maintain a GIS data layer of current land use types in the jurisdictional area.	1. Create landuse data layer starting from zoning maps or current landuse data layer.	1. First year	1. Report when data are acquired or updated.
		2. (optional) Refine land use polygon data with identification of specific discharge types and potential sources (e.g. restaurants, auto care, animal care, etc.).	2. Annually	2. Report when data are acquired or updated.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
32.	<b>Location of Sanitary Sewers and Other Human Waste Sources</b>			
	The Local Program will create or acquire a copy of the sanitary sewer network GIS data layer and other septic infrastructure in GIS format that covers the jurisdictional area for identification of potential nutrient contributions to the stormdrain network or Waters of the State.	1. Obtain regular updates of a sanitary sewer GIS layer from providers overlapping the area of its jurisdiction	1. Annually	1. Report whether updates were received. Note publication date or date of last update.
		2. Obtain regular updates of a septic system GIS layer showing systems in its jurisdiction.	2. Annually	2. Report whether updates were received. Note publication date or date of last update.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

Illicit Discharge Detection and Elimination BMPs				
33.	Preparation of Source Tracking Maps for Field Staff			
	The Local Program will prepare paper or electronic maps for use by field staff conducting dry weather inspections, discharge identification and tracing, and identification of sanitary cross-connections.	1. Create maps containing stormdrain infrastructure, waters of the state, sanitary and septic locations, and land use.	1. Annually	1. Completed y/n?
		2.Update maps with revised data layers, and additional data sources if available. Distribute to field staff.	2. Annually	2. Completed y/n?
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
	Regulatory Mechanism Measures to provide an IDDE ordinance or other regulatory mechanism that provides legal authority to prohibit, detect, investigate, and eliminate illicit connections and discharges, illegal dumping and spills into the stormdrain network, including enforcement procedures and actions.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
34.	Maintain Legal Authority			
	Maintain the legal authority to prohibit, detect, investigate, and eliminate illicit connections and discharges, illegal dumping and spills into the stormdrain network and waters of the state, including adequate support for enforcement procedures and actions.	1. Review ordinance against EPA model ordinance and update if revision is required to maintain adequate legal authority	1. First year	1. Report if a revision is required and if a revision is made.
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
35.	Enforcement and Resolution Standard Operating Procedures			
	Develop and maintain a set of procedures and data collection for notifying property owners of discharge and violation, advising on and verifying correction of discharge (see Elimination Protocols BMP#38), and the process for escalation of enforcement.	1. Develop enforcement and resolution protocol	1. First year	1. Completed y/n?
		2. Train staff in protocol	2. As needed	2. training dates
		3. Update based on annual IDDE review	3. Second year and annually thereafter	3. Date of review
		4.	4.	4.
		5.	5.	5.

Illicit Discharge Detection and Elimination BMPs				
	<b>IDDE Plan and Implementation</b> Measures to maintain and implement a written IDDE Plan to detect and address illicit discharges, illegal dumping and any non-stormwater discharges identified as significant contributors of pollutants to the stormdrain network.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
36.	<b>Discharge/Dumping and Source Type Scoping</b>			
	A set of common or expected illicit discharge and dumping types for the community and likely source types will be identified and revised based on IDDE investigations.	1. Use discharge/pollutant worksheet included in this document or similar approach	1. First year	1. Completed y/n?
		2. Revise worksheet based on past year's IDDE incidents	2. Second year and annually thereafter.	2. Date of review
		3.	3.	3.
37.	<b>Detection, Tracing, and Investigation Standard Operating Procedures</b>			
	A set of detection methods, source tracing methods, and investigation methods will be identified based on the discharges and source types identified in BMP#36. This includes indicators (like test strips discharge appearance), tracing methods (like dye tests), and screening locations (like outfalls). Standard Operating Procedures for IDDE investigation will be developed from that, incorporating use of Tracking Maps (BMP #33) and updated based on IDDE investigations. Forms for collecting data in response to discharge reports will be developed. This program will be regularly updated based on prior IDDE investigations.	1. Using discharge and source type scoping, consult with other jurisdictions and DWR for methods for detecting discharge types, and identifying unknown discharges	1. First year	1. Completed y/n?
		2. Develop standard operating procedures and data collection forms for field investigations	2. First year	2. Completed y/n?
		3. Update based on annual IDDE review	3. Second year and annually thereafter.	3. Date of review
		4.	4.	4.
		5.	5.	5.
38.	<b>Elimination Protocols and Agreements</b>			
	A set of discharge and dumping elimination and cleanup protocols will be developed based on the discharges and source types identified in BMP#36. Instruction materials will be developed where appropriate. Agreements with other entities (such as WWTP operators) will be set up. This will be updated based on prior IDDE cleanup efforts.	1. Determine appropriate elimination / treatment protocols for each type of source/discharge	1. First year.	1. Completed y/n?
		2. Arrange agreements with cooperating entities as needed	2. First year	2. Completed y/n?
		3. Update based on annual IDDE review	3. Second year and annually thereafter	3. Date of review
		4.	4.	4.
		5.	5.	5.

<b>Illicit Discharge Detection and Elimination BMPs</b>				
<b>39.</b>	<b>Proactive Program: IDDE Priority/Hot Spot Screening Program</b>			
	A proactive discharge and dumping regular screening and detection program will be developed based on detection methods and promising screening locations identified in BMP#33. This program will prioritize screening areas based on likely / expected hot-spots determined from the Landuse and Human Waste GIS data (BMP #32) and other sources. Forms for collecting program data will be developed. This program will be regularly updated based prior IDDE investigations.	1. Determine high priority areas for proactive screening	1. First year	1. Completed y/n?
		2. Develop schedule, procedures, locations	2. First year	2. Completed y/n?
		3. Collect data according to procedures	3. Annually	3. number of site visits that year, number of discharges found
		4. Update based on annual IDDE review	4. Second year and annually thereafter.	4. Date of review
		5.	5.	5.
<b>40.</b>	<b>IDDE Program Evaluation</b>			
	Yearly evaluation of IDDE program to promote continuance of effective components and improvement in areas that are lacking.	1. Evaluation meeting with IDDE program stakeholders; to include at least Stormwater Administrator and Utilities Director	1. Year 2 and annually thereafter.	1. Date of review
		2. Review of IDDE reports and identification of chronic violators, issues, and/or "hot-spot" areas	2. Year 2 and annually thereafter.	2. Chronic violators and/or hot-spots found? y/n
		3. Review against other BMPs for needed SWMP updates	3. Year 2 and annually thereafter.	3. date of review
		4.	4.	4.
		5.	5.	5.
<b>41.</b>	<b>Public/Business Outreach About Illicit Discharges, Dumping, Cross-Connection</b>			
	(See full BMP description in Public Education and Outreach Table 11, BMP #52)	1.	1.	1.
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

Illicit Discharge Detection and Elimination BMPs				
	<b>IDDE Tracking</b> Measures for tracking and documenting the date(s) an illicit discharge, illicit connection or illegal dumping was observed, the results of the investigation, any follow-up of the investigation, the date the investigation was closed, the issuance of enforcement actions, and the ability to identify chronic violators.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
42.	<b>IDDE Tracking System</b>			
	Develop a tracking system for observed IDDE incidents and results of investigation (BMP#37), cleanup or elimination actions, follow-up actions, enforcement actions (BMP#35), and when the investigation was close. Tracking system will be able to identify chronic violators. Ensure data collected through proactive screening (BMP#39), reports collected from staff (BMP #43), and via the Stormwater Hotline (BMP #44) are integrated into this system.	1. Develop a tracking spreadsheet or database to collect data from IDDE investigations and follow-up actions including enforcement, through to closure.	1. First year.	1. Date completed.
		2. Develop an "Illicit Discharge/Dumping Investigation" form to include observed illicit discharge indicators, date, location, and contacts made	2. First year.	2. Date completed.
		3. Ensure IDDE incidents and follow up are properly tracked.	3. First year and subsequent years.	3. Number of incidents reported each year.
		4. Update based on annual IDDE review	4. Second year and annually thereafter.	4. date of review
		5.	5.	5.

Illicit Discharge Detection and Elimination BMPs				
	<b>IDDE Training and Reporting</b> Measures to provide training for municipal staff and contractors who, as part of their normal job responsibilities, may observe an illicit discharge, illicit connection, illegal dumping or spills. Training shall include how to identify and report illicit discharges, illicit connections, illegal dumping and spills. Each staff training event shall be documented, including the agenda/materials, date, and number of staff participating.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Goal(s)	Schedule for Implementation	Annual Reporting Metric
43.	<b>Staff Training and Reporting</b>			
	Develop a program to educate local government staff of indicators of potential illicit discharges, cross-connections, and illegal dumping and the appropriate avenues through which to report suspected illicit discharge.	1. Develop staff training program for employees	1. Year 2	1. Yes/no/status
		2. Train staff with Illicit Discharge & Detection responsibilities or the potential to discover an illicit discharge during routine work activities	2. Year 2	2. Report topics/agenda, training date, and number of attendees
		3. Train new staff that will be part of the IDDE program	3. As needed.	3. Report topics/agenda, training date, and number of attendees
		4. Update based on annual IDDE review	4. Second year and annually thereafter	4. date of review
		5.	5.	5.
	<b>IDDE Reporting</b> Measures for the public and staff to report illicit discharges, illegal dumping and spills. The mechanism shall be publicized to facilitate reporting and shall be managed to provide rapid response by appropriately trained personnel.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
44.	<b>Stormwater Hotline</b>			
	(See full BMP description in Public Education and Outreach Table 11, BMP #48) Encourage the reporting of strange smells, colored water, foam, and oil.	1.	1.	1.
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

## **PART 7: PUBLIC EDUCATION AND OUTREACH PROGRAM**

The City of Washington will implement a Public Education and Outreach Program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and steps the public can take to reduce nutrients in storm water runoff.

### **Pollutants, Sources, Audiences Worksheet**

Identified nutrient sources and target audiences listed in Table 10 below will be addressed by the Public Education and Outreach Program.

**Table 10: Pollutants, Sources, Audiences Worksheet (with example entries)**

Pollutants	Source Types	Land use Types	Target Audience(s)	Detection Methods	Preventive Practices	Cleanup Methods	Priority / Frequency / Severity
Nitrogen	fertilizer	SFR, office/comm	Homeowners, businesses, City Public Works	Sample lab analysis	Soil tests, fertilizer guidance, alternative planting	Sweeping	Low / low / low
	Sanitary sewer leaks, sanitary cross-connections	All types	Homeowners, businesses, City Public Works	Sample lab analysis		Repair	Medium / low / High
	Animal waste	SFR ROW, parks	Dog owners	Sample lab analysis	Pet waste bags and disposal stations	Pick up and dispose	Low / Medium / Low
Phosphorus	Sediment from construction practices	All types	Construction Contractors	Visual turbidity	Erosion Control Practices	Sweeping and excavation, flocculants	Medium / Medium / Medium
Petroleum Products	Dumping from oil changes, leaking vehicles, gas stations	low-density SFR, auto care businesses	General Public, Businesses, Local Government Staff	Sample lab analysis, visual sheen	Oil water separators, Recycling	Absorbent materials	Medium / Medium / Medium
Fecal Indicator Bacteria	Sanitary sewer leaks, sanitary cross-connections, pet waste	SFR, parks	Homeowners, businesses, City Public Works	Sample lab analysis		Repair, disposal	Medium / Medium / High
Chlorine (misc. hypochlorite)	Pools	SFR, recreation centers	Homeowners, businesses, City Public Works	high conductivity	Pool draining guidance for owners, rec center operators	N/A	Low / Medium / Low
Detergents	Sanitary sewer leaks, cross-connections	SFR	Homeowners, businesses, City Public Works	Sample lab analysis, Visual		Repair	Medium / Low / High
	Car washes	SFR, commercial	Homeowners, charity organizations	Visual	Direct water to grassy areas, intercept with boom and direct to sanitary sewer	N/A	Medium / Medium / Low

## Measurable Tasks for Public Education and Outreach BMPs

The City of Washington will manage, implement and report the following public education and outreach BMPs.

**Table 11: Public Education and Outreach BMPs**

Public Education and Outreach BMPs				
	<b>Public Education and Outreach Planning</b> Measures to develop a Public Education and Outreach Plan, review implementation, and adjust as needed. The Plan will identify the specific elements and implementation of a Public Education Program to share educational materials to the community or conduct equivalent outreach activities about the impacts of Stormwater discharges on water bodies and how the public can reduce pollutants in Stormwater runoff.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
45.	<b>Review and Update Target Pollutants, Sources, Audiences List</b>			
	Develop a list of target pollutants, sources, and audiences for the Local Program. Review pollutants likely to have significant Stormwater impact against past IDDE investigations, Impaired Waters list, and other resources. Update sources and potential audiences based on IDDE investigations and other resources.	1. Create table of target pollutants, sources, and audiences for inclusion in Local Program	1. First year	1. List is in initial Local Program.
		2. Annual review of Impaired Waters and TMDL Map and most recent 303(d) list.	2. Reviewed annually.	2. List new or changed pollutants, likely sources, and possible audiences.
		3. Review tracking of illicit discharge investigations and enforcement and identify emerging target pollutants.	3. Reviewed annually.	3. List new or changed pollutants, likely sources, and possible audiences.
		4. Review public contacts for pollutant, source, or audience changes.	4. Reviewed annually.	4. List new or changed pollutants, likely sources, and possible audiences.
		5.	5.	5.
46.	<b>Develop and Update Public Education Plan</b>			
	Develop a Public Education and Outreach Plan based on the pollutants, sources, and audiences identified (BMP #36). The plan will describe specific materials and approaches for addressing identified pollutants, sources, and audiences. Effectiveness will be reviewed annually against IDDE investigations, Public Education and Outreach efforts of the past year, and contacts with the public, and lead to Plan revisions.	1. Develop initial Public Education and Outreach Plan based on identified pollutants, sources, and audiences.	1. First year	1. Share plan with DEQ.
		2. Modify Plan based on review changes in pollutants, sources, audiences list, IDDE investigations, and public contacts. Include a review of past events/outreach, including unplanned ones (BMP #).	2. Second year and annually thereafter.	2. Share revised plan with DEQ
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

Public Education and Outreach BMPs				
	<b>Education and Outreach Media Types</b> Measures to collect and/or develop education, outreach, and involvement materials in different media or through different mechanisms. Media are not specific to pollutant types, pollutant sources, or target audiences – they comprise methods of education and outreach.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
47.	<b>Stormwater Page on Local Government Website</b>			
	Set up a web site designed to convey the program's message(s) and provide a place to host online materials including information on the local government's water resources activities, the NMS Local Program, annual reports, educational materials, ordinances, guidelines, events announcements, etc. The web page will also serve to advertise the Stormwater hotline and opportunities for involvement.	1. Establish the Stormwater web page	1. First year	1. Report the date the web page goes live, webpage URL
		2. Maintain the webpage, update any broken links, upload new educational materials, upload Local Program	2. Annually	2. Report the date the web page is reviewed and updated as well as what updates are made, list specific materials posted
		3. Set a hit counter in order to monitor engagement	3. Annually	3. Report the number of hits
		4.	4.	4.
		5.	5.	5.
48.	<b>Stormwater Phone Hotline</b>			
	A phone hotline will be maintained and monitored by assigned staff for citizens to ask Stormwater questions and report Stormwater issues. Questions or comments from the public and responses from staff will be tracked through to resolution.	1. Set up and maintain hotline phone number.	1. First year	1. Report the date the hotline is established, the phone number, and status in subsequent years
		2. Train responsible parties in general Stormwater knowledge, appropriate contacts for Stormwater questions, and citizen opportunities within the Stormwater program	2. First year, and subsequent years as needed	2. Report the date of training, and the dates any additional staff are trained
		3. Publicize hotline in materials developed for the Stormwater program, post on Stormwater web page, include in local government's phone tree/contact lookup, include in staff email signatures	3. First year, and subsequent years as needed	3. Completed (yes/no), status

Public Education and Outreach BMPs				
		4. Establish a tracking mechanism to document the number and type of calls received, actions and processes used through to resolution	4. First year, and maintain all subsequent years	4. Report the number and type of calls
		5.	5.	5.
	<b>Targeted Outreach Audiences and Topics</b> Measures below include specific messages to singular or groups of target audiences, pollutant types, pollutant sources, or management actions.			
BMP No.	A	B	C	D
	Description of BMP	Measurable Task(s)	Schedule for Implementation	Annual Reporting Metric
49.	<b>Developer Resources - General</b>			
	Establish a developer Stormwater resources section on the website so relevant materials are easily accessible for developers. Include a checklist of submissions materials for development applications.	1. Upload links to ordinances, post-construction requirements, link to design standards, and other relevant material to website	1. First year	1.
		2. Update when changes to resources occur	2. Annually	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
50.	<b>Developer Resources – Nutrient Rules</b>			
	Prepare educational materials for developers specific to the requirements of Nutrient Management Strategy implementation. Include information on nutrient calculation guidance, minimum onsite Stormwater requirements, nutrient targets, and nutrient offset procedures.	1. Upload links to the NMS Rule, local ordinances, nutrient calculation guidance, nutrient targets, onsite Stormwater requirements, and nutrient offset procedures	1. First year	1.
		2. Update when changes to resources occur	2. Annually	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
51.	<b>Public Education for BUA Limits and SCM Maintenance</b>			
	Provide education and information resources for Property Owners Associations and the general public regarding BUA limits and the need for adequate SCM maintenance.	1.	1.	1.
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.

Public Education and Outreach BMPs				
52.	<b>Public/Business Outreach About Illicit Discharges, Dumping, Cross-Connection</b>			
	Design outreach materials for the general public and businesses addressing illicit discharges, dumping, and sewer-cross-connections. Materials describe the problem, how to report it if encountered, sources of assistance, and provide descriptions of desired alternative behavior. Provide Spanish or other language materials and training if investigation determines this is a common cause of miscommunication. (This BMP is referenced in Illicit Discharge and Detection Table 9, BMP #41)	1. Design and update brochures about illicit discharges	1. First year	1. Completed y/n
		2. Provide brochures at public facilities and events	2. Annually	2. Number of brochures distributed.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.
53.	<b>Adopt A Wetland</b>			
	Prepare and invite the Community to a cleaning of the City's Wetland area.	1. Inform Citizens of Date and time with rain dates through Social Media, emails and newspapers	1. Annually	1. Dates and number of participants
		2.	2.	2.
		3.	3.	3.
		4.	4.	4.
		5.	5.	5.



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Hope Woolard, Public Works Director  
**Date:** March 13, 2023  
**Subject:** On Call Engineering Services  
**Applicant Presentation:** N/A  
**Staff Presentation:** Hope Woolard, Public Works Director

### RECOMMENDATION:

I move that Council Authorize the Mayor to execute two one-year agreements with Rivers & Associates and WithersRavenel for on-call engineering services with options to extend the agreements on a yearly basis for up to two additional years.

### BACKGROUND AND FINDINGS:

These agreements provide the City with a flexible and effective way to respond to a range of engineering needs. Each future project is separate and shall be negotiated. No work is guaranteed under any contract but assigned on an as-needed basis to be determined by the City in its sole and absolute discretion. For larger scale projects, the City may continue to procure professional engineering services using a separate qualification-based selection process.

### PREVIOUS LEGISLATIVE ACTION:

### FISCAL IMPACT

☐ Currently Budgeted (Account: \_\_\_\_\_) ☐ Requires additional appropriation ☒ No Fiscal Impact

### SUPPORTING DOCUMENTS



## REQUEST FOR CITY COUNCIL ACTION

---

**To:** Mayor Sadler & Members of the City Council  
**From:** Mike Dail, Director Community & Cultural Services  
**Date:** March 2, 2023  
**Subject:** Site Plan – Clarks Neck Road Apartments  
**Applicant Presentation:** Tammy Stearns  
**Staff Presentation:** Mike Dail, Director Community & Cultural Services

### **RECOMMENDATION:**

I move that City Council approve the 60 unit residential apartment site plan on parcel #'s 5676-05-6130, 5676-14-0608, and 5676-05-8078.

-OR-

I move that City Council deny the request for the 60 unit residential apartment site plan on parcel #'s 5676-05-6130, 5676-14-0608, and 5676-05-8078.

### **BACKGROUND AND FINDINGS:**

The property is located on Clarks Neck Road and is 7.42 acres in size. City Council approved a rezoning request for the property on February 13, 2023 to RMF (Residential Multi-Family). The property was also annexed at that time. There are currently no existing improvements on the property.

The site plan is still under review by the TRC and will require approval by the TRC prior to the issuance of any building permits.

On February 28, 2023, the Planning Board voted to approve the site plan and exterior building façade of proposed apartment units.

### **FISCAL IMPACT**

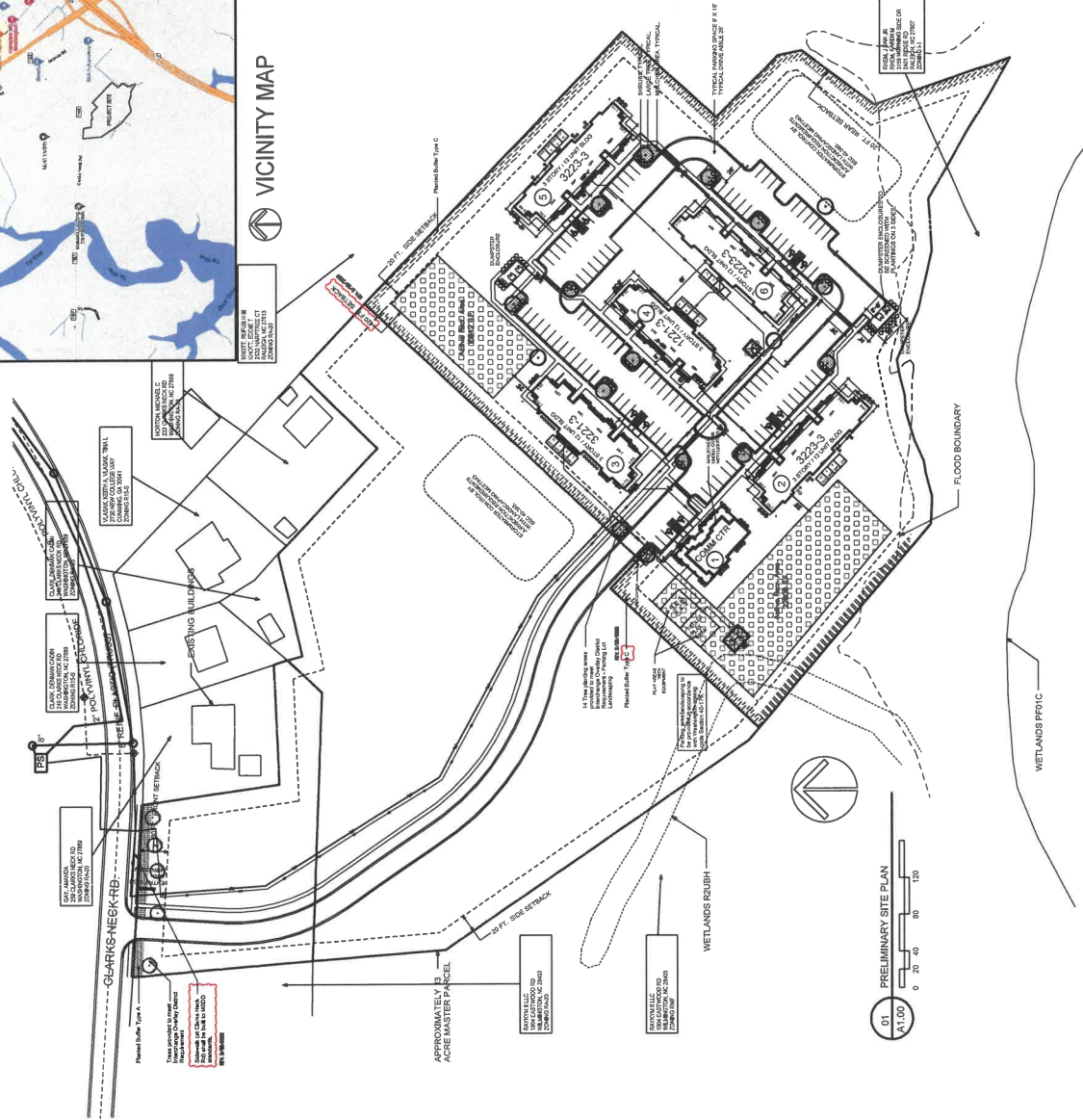
\_\_\_\_\_ Currently Budgeted (Account \_\_\_\_\_). \_\_\_\_\_ Requires additional appropriation X No Fiscal Impact

### **SUPPORTING DOCUMENTS**

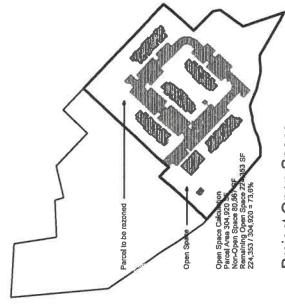
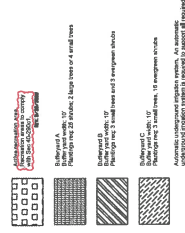
Site Plan, Location Map

[illegible]

VICINITY MAP



01 PRELIMINARY SITE PLAN

[illegible]



# **SUPERFUND SITES WASHINGTON, NC**

## **FLANDERS FILTERS INC WASHINGTON, NC**

### **Cleanup Activities**



### **Background**

The 65-acre Flanders Filters, Inc. facility is located south of U.S. Highway 264 on Flanders Filters Road (State Road 1427) in Washington, North Carolina. The Site is bordered to the north by Highway 264 and further north by grass fields. Mitchell Branch, which drains to the south into Tranters Creek, borders the east side of the property. The property is bordered to the south and southwest by the Shad Bend residential community and further south by Tranters Creek and wetlands. The property is bound to the west by undeveloped grass fields.

Flanders has used the property since 1969 to manufacture high-efficiency, borosilicate glass micro-filters and air filter framing systems. Flanders Filters, Inc., remains operational at this location.

The Flanders Filters site has not been proposed for the [National Priorities List \(NPL\)](#). However, it is considered a NPL caliber site as the groundwater contamination at the Site is the caliber of contamination found at sites listed on the NPL. Since there has only been one owner/operator of this property after

being developed into an industrial complex, no "Responsible Party Search" was performed. Flanders Filters, Inc. has been and remains the sole owner/operator of the facility.

The remedy at the Site is protective of human health and the environment.

---

## **What Has Been Done to Clean Up the Site?**

### **1998**

The following major remedial components were required by the 1998 Record of Decision issued by EPA:

- Monitored Natural Attenuation – The quality of the groundwater and surface water/sediment will be monitored on a periodic basis. Monitoring of the wetlands between the Site and Mitchell Branch shall also be included in this monitoring plan.
- Sample Private Wells – Sample all private wells in the Shad Bend subdivision to ensure that these wells have not been adversely impacted by Site activities and incorporate these wells into the long-term monitoring plan.
- Institutional Controls – Institutional controls shall include "land use restrictions" and "deed recordation" under appropriate North Carolina regulations.
- Abandonment of Inactive Supply Wells – Four inactive supply wells will be abandoned to prevent the migration of contaminants into the lower aquifer. These wells will be abandoned in accordance to North Carolina regulations.
- Remove above ground Storage Tanks from Area #5 – The tanks in this area of the Site will be emptied, cleaned, and disposed of in accordance to the appropriate regulations. Underlying soils will be inspected and sampled if warranted.
- Five-Year Review Reports – Prepare and submit Five-Year Review Reports until the specified groundwater performance standards are achieved throughout the entire contaminated plume.

---

## **What Is the Current Site Status?**

The most recent Five Year Review was published by EPA HQs in 2016. The remedy at the Site is protective of human health and the environment.

All of these actions have been completed. Flanders Filters continues to conduct periodic groundwater sampling. Only one monitoring well on the Flanders Filters property has concentrations of contaminants above the cleanup level.

Concentrations of contaminants in the groundwater are near their cleanup levels. Only one monitoring well has concentrations above cleanup levels.

---

### **Activity and Use Limitations**

At this site, activity and use limitations that EPA calls institutional controls are in place. Institutional controls play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use. They also guide human behavior. For instance, zoning restrictions prevent land uses – such as residential uses – that are not consistent with the level of cleanup.

For more background, see [Institutional Controls](#).

Land use restrictions were placed on the Flanders Filters property in January 2004.

---

### **Sampling and Monitoring**

Flanders Filters continues to conduct periodic groundwater sampling.

---

### **Enforcement Information**

[Enforcing environmental laws](#) is a central part of EPA's mission to protect human health and the environment. When warranted, EPA will take civil or criminal enforcement action against violators of environmental laws.

All environmental work has been conducted and paid by Flanders Filters, Inc. under an Administrative Order on Consent signed with EPA in February 1996.

# FCX, INC. (WASHINGTON PLANT) WASHINGTON, NC

## Cleanup Activities



## Background

The 12-acre FCX, Inc., (Washington Plant) [Superfund](#) site is located in northwest Washington, North Carolina. Grimes Road and Whispering Pines Road border the site to the northeast. Wetlands, Kennedy Creek and the Tar River border the site to the south and southwest. Agricultural land borders the site to the west and northwest. The site's broader surroundings include commercial, industrial and residential land uses.

From 1945 to 1985, the Farmer's Cooperative Exchange (FCX) operated a farm supply distribution center at the site. Operations at the distributions center packaged and sold pesticides, herbicides and tobacco-treating chemicals. Beginning in the early 1970s, operations disposed of pesticide wastes and other agricultural chemicals in a large trench on site. Farmer's Cooperative Exchange filed for bankruptcy in 1985.

The U.S. Environmental Protection Agency placed the site on the Superfund program's [National Priorities List \(NPL\)](#) in 1989 because of contaminated groundwater, surface water and soil resulting from waste handling practices.

Site contamination does not currently threaten people living and working near the site.

EPA and the [North Carolina Department of Environment and Natural Resources \(NCDENR\)](#) [EXIT](#) have investigated site conditions. By monitoring groundwater

and undertaking Five-Year Reviews, EPA and NCDENR continue to protect people and the environment from site contamination.

---

## **What Has Been Done to Clean Up the Site?**

EPA leads site investigation and cleanup activities in cooperation with NCDENR.

Site investigations and cleanup activities have focused on two areas, which EPA refers to as operable units (OUs). These areas include

- OU-1: contaminated groundwater
- OU-2: contaminated soil.

### **1986**

The long-term remedy for OU-2 included EPA's decision that no further action was needed to address soil contamination.

From 1989 to 1992, EPA dug up 15,000 cubic yards of contaminated soil.

### **1993**

The long-term remedy for OU-1 includes

- extracting contaminated groundwater
- using air stripping, carbon adsorption, precipitation and ion exchange on site to treat contaminated groundwater
- discharging treated groundwater to nearby surface water.

### **1996**

EPA completed treating contaminated soil.

### **2005**

EPA updated the long-term remedy for OU-1, changing cleanup activities for contaminated groundwater to monitored natural attenuation.

### **2010**

The North Carolina Department of Transportation constructed the U.S. Route 17 Washington Bypass on a portion of the site. Additionally, the department is making improvements to U.S. Route 17, which includes four areas on site. Currently, the highway bypass runs from the site's southwest boundary to its northeast boundary. Some remaining portions of the site can support reuse.

---

## **What Is the Current Site Status?**

The [third Five Year Review](#) was published by EPA HQs in 2020. The remedy at the FCX Washington Plant Site currently protects human health and the environment in the short-term because there are no known current exposure routes to contaminated soil or groundwater.

EPA continues to monitor ground water and evaluate the effectiveness of monitored natural attenuation at the site. EPA is working to place institutional controls on the site property.

---

## **Sampling and Monitoring**

EPA continues to monitor ground water and evaluate the effectiveness of monitored natural attenuation at the site.

---

## **Enforcement Information**

[Enforcing environmental laws](#) is a central part of EPA's mission to protect human health and the environment. When warranted, EPA will take civil or criminal enforcement action against violators of environmental laws.

In 1992, a Trust Agreement provided FCX bankruptcy proceeding assets to fund cleanup activities at the site and the FCX-Statesville Superfund site. EPA is also using federal funds for site cleanup activities.