



Council Agenda
September 14, 2020 ~ 5:30pm

Due to COVID-19 precautionary measures, the Washington City Council meeting will be held as a virtual meeting. All members of Council and staff will participate electronically. * The meeting will stream on our Vimeo channel <https://vimeo.com/washingtonnc> as well as Facebook <https://www.facebook.com/CityOfWashingtonNC/> * Public Comment Period – Comments can be emailed to the City Clerk at cbennett@washingtonnc.gov by **Monday, September 14, 2020 ~ 1:00 p.m.*

Opening of Meeting

Pledge of Allegiance

Invocation

Roll Call

Approval of minutes from August 10, 26 & 28, 2020 (**page 4**)

Approval/Amendments to Agenda

- I. Consent Agenda: None
- II. Comments from the Public:
- III. Public Hearing 6:00pm - Zoning: None
- IV. Public Hearing 6:00pm- Other: None
- V. Scheduled Public Appearances:
 - A. Roland Wyman – Airport Strategy Team Update
 - B. Tracy Mayo – Street Paving
- VI. Correspondence and Special Reports:
 - A. Memo – Budget Transfer (**page 27**)
 - B. Memo – PO's > \$50,000 (**page 29**)
- VII. Reports from Boards, Commissions and Committees:
 - A. Report – Brown Library (**page 30**)

- VIII. Appointments:
- A. Appointment – Historic Preservation Commission (**page 31**)

 - B. Assignment – Council Liaisons (**page 34**)
- IX. Old Business:
- A. Adopt – Grant Project Ordinance for Drinking Water ASADRA WTP Emergency Generator (**page 35**)

 - B. Adopt – Grant Project Ordinance for Golden Leaf Stormwater Grant (**page 38**)

 - C. Adopt – Grant Project Ordinance for Pump Station Flood Protection and Sewer Rehab Project (**page 41**)

 - D. Adopt – Grant Project Ordinance and Budget Ordinance Amendment for the Washington Wetlands Boardwalk Reconstruction Phase I (**page 44**)

 - E. Approve – Repairs and Adopt Budget Ordinance Amendment for Dectron and Authorize Recreation Department to move forward with hiring engineer/obtaining bids to replace Dectron (**page 76**)

 - F. Adopt – Budget Ordinance Amendment for 2020 Community Waste Reduction and Recycling Grant Award (**page 78**)

 - G. Adopt – Grant Project Ordinance Amendment for PS Jones Memorial Park Project (**page 117**)

 - H. Authorize – City Manager to execute Coronavirus Relief Funds Contract with Beaufort County and Adopt Budget Ordinance Amendment (**page 119**)

 - I. Adopt – Budget Ordinance Amendment to fund a flood insurance policy for the Estuarium (**page 126**)
- X. New Business:
- A. Approve – Request by Ray Midgett & Leesa Jones to apply for Marker Grant (**page 128**)

 - B. Adopt – Ordinance to Amend Chapter 18, Section 132 – Loading and Special Purpose Zones (**page 130**)

 - C. Approve – Renaming Festival Park to Mac Hodges Festival Park (**page 132**)

- D. Authorize – Mid-East Commission Grant Administration (**page 133**)
- E. Approve – Customer Service Switch Board & Facility Attendant (**page 135**)
- F. Approve – Personnel Policy Revision Article VII, Employee Benefits, Section 5 Retiree Insurance Benefits (**page 136**)
- G. Discuss/Approve – Expansion Budget (**page 138**)
- XI. Any other items from City Manager:
 - A. Update – Glass Recycling Options
 - B. Discussion – Smallwood Traffic Calming (**page 171**)
 - C. Update – ADA Inventory
 - D. Update – Rain Barrel Proposal Analysis
- XII. Any other business from the Mayor or other Members of Council:
 - A. Discussion – Essential Electric Utility Customers ~ Councilmember Pitt
 - B. Discussion – Electric Vehicle Charging Stations ~ Councilmember Pitt (**page 177**)
- XIII. Closed Session:
- XIV. Adjourn

The Washington City Council met in a regular session on Monday, August 10, 2020 at 5:30pm as a virtual meeting. Present: Donald Sadler, Mayor Pro tem; Richard Brooks, Councilmember; Virginia Finnerty, Councilmember; Betsy Kane, Councilmember and William Pitt, Councilmember. Also present: Jonathan Russell, City Manager, Franz Holscher, City Attorney and Cynthia S. Bennett, City Clerk. Mayor Hodges was absent and excused.

**The meeting was held as a virtual meeting all Council members and staff accessed the meeting remotely.*

Mayor Pro tem Sadler called the meeting to order. Mayor Pro tem Sadler led the Pledge of Allegiance and delivered the invocation.

APPROVAL OF MINUTES:

By motion of Councilmember Pitt, seconded by Councilmember Kane, Council approved the minutes of July 13, 2020 as presented.

APPROVAL/AMENDMENTS TO AGENDA:

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council approved the agenda as presented.

CONSENT AGENDA: NONE

COMMENTS FROM THE PUBLIC:

Proposal for a 100 for 100 Rain Barrel Incentive (read into record by Councilmember Kane)

- *Whereas flooding is a major issue for Washington;*
- *Whereas it is in the city's interest to slow down the release of stormwater into our creeks and rivers;*
- *Whereas about 40% of household water use is for irrigating lawns and landscaping and does not require potable water;*
- *Whereas a significant contributor to stormwater is rooftops of existing buildings;*
- *Whereas rainwater reuse can help decrease water consumption and lower residents' bills;*

I propose creating a \$100 for 100 gallons incentive for installing rainwater barrels.

- *Most rain barrels cost around \$90-\$120 and hold 50 gallons. This means installing 100 gallons of storage would cost a resident about \$200, so the city would be helping to cover about half the cost.*
- *The unsubsidized cost is high enough to deter many residents from installing them.*
- *A resident would have to install them correctly and have the system inspected. This would make sure that we are not creating mosquito breeding areas.*

- I estimate that between 10-20 households will take advantage of it, costing the city about \$2000 total. This could result in up to 26,000 gallons a year being diverted from our stormwater infrastructure per year.

Attila Nemezc
 415 E. 2nd St.
 Washington, NC 27889

REQUEST BY WENDI D. JONES (read into record by Councilmember Kane)

Asking for assistance for speeding on East 5th street. There is no stop sign nor speed bump between Brown Street and John Small Ave. There are a lot of children who live near and off of this road and love to ride their bikes. I've seen people accelerating as they go by my child rather than slowing down. Often times people get up to 50 mph between the stop sign on Brown and E 5th and the red light at John Small.

On behalf of my community, I am asking for both a four-way stop sign (specifically at the intersection of McNair and East 5th) and potentially a couple of speed humps/bumps on E 5th St. because I am afraid for my daughter's safety as well as my neighbors' children.

If necessary, my address is 503 E 5th St, Washington, NC 27889.
 Wendi D Jones, PharmD, MSPS
 919-602-1400

PUBLIC HEARING – ZONING: 6:00PM NONE

PUBLIC HEARING (OTHER): 6:00PM NONE

SCHEDULED PUBLIC APPEARANCES: NONE

CORRESPONDENCE AND SPECIAL REPORTS:

MEMO – REPORTING OF BAD DEBT WRITE-OFFS FY 2020 (accepted as presented)

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

<u>Category Description</u>	<u>Write-off</u>
Electric utilities	117,194.52
Electric property damage	6,294.16
Utility Tax	7,261.24
Water utilities	11,894.78
Sewer utilities	15,202.04
Sanitation utilities	6,258.61
Storm Water utilities	1,874.03
Privilege License	248.99
Lot mowing/cleaning/demo	5,032.48
EMS Charges	<u>151,311.79</u>

Total \$ 322,572.64

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

The EMS write-offs are consistent with past performance. Our collections represent 77% and are consistent with the industry norm. Medicare and Medicaid pay 93% after contractual allowances, insurance 73%, and patients 5%. Our revenue has increased from \$350,000 to \$575,000/year since we began using EMS Management Consultants for our billing and collection in 2010. EMS write-offs will continue to be substantial in the future due to contractual allowances and expected collection rate.

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

REPORTS FROM BOARDS, COMMISSIONS & COMMITTEES: NONE

APPOINTMENTS: NONE

OLD BUSINESS:

ADOPT – PROJECTS NOT COMPLETED BUDGET ORDINANCE AMENDMENT

BACKGROUND AND FINDINGS: Projects not completed in the prior fiscal year require funding to be completed in the current fiscal year.

By motion of Councilmember Pitt, seconded by Mayor Pro tem Sadler, Council adopted a Budget Ordinance Amendment to appropriate funding for projects not completed in FY 2020.

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

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

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

010-3991-9910	Fund Balance Appropriated	\$132,700
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts indicated for projects not completed in the prior fiscal year:

010-4510-4506	Contract services- bicycle imp.	\$20,000
010-6124-7400	Capital Outlay	34,684
010-6126-7400	Capital Outlay	55,000
010-6126-7400	Capital Outlay	3,016
010-6130-7400	Capital Outlay	<u>20,000</u>
	Total	132,700

Section 3. That the following accounts of the Sewer Fund appropriations budget be increased or decreased by the respective amounts indicated to for projects not completed in the prior fiscal year:

032-6610-5402 Capital Outlay \$130,200

Section 4. That the following accounts of the Sewer Fund revenue budget be increased or decreased by the respective amounts indicated:

032-3991-9910 Fund Balance Appropriated \$130,200

Section 5. That the following accounts of the Electric Fund appropriations budget be increased or decreased by the respective amounts indicated to for projects not completed in the prior fiscal year:

035-8370-7426 Slatestone substation \$362,916

Section 6. That the following accounts of the Electric Fund revenue budget be increased or decreased by the respective amounts indicated:

035-3991-9910 Fund Balance Appropriated \$362,916

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall become effective upon its adoption.

Adopted this the 10th day of August, 2020.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Donald Sadler
Mayor Pro tem

ADOPT – PURCHASE ORDER CARRY FORWARD BUDGET ORDINANCE AMENDMENT
BACKGROUND AND FINDINGS: Purchase orders are contractual obligations for the City. Funding for prior year open purchase orders is necessary to satisfy these obligations.

By motion of Councilmember Pitt, seconded by Mayor Pro tem Sadler, Council adopted a Budget Ordinance Amendment to appropriate funding for open purchase orders as of June 30, 2020.

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

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

Section1. That the following amounts are hereby appropriated for spending in FY 20/21 in order to satisfy existing contracts, grant obligations, and purchase orders at the end of last fiscal year.

Schedule A. General Fund

Human Resources	8,000
Finance	3,689
Information Systems	302
Equipment Services	21,200
Police	1,626
Fire	709
Economic Development	4,050
Powell Bill	11,409
Recreation Admin	5,109
Events & Facilities	17,329
Waterfront Docks	3,478
Civic Center	8,350
Aquatics	4,750
Buildings & Ground Maintenance	<u>573,105</u>
Total	663,106

Schedule B. Water Fund

Water Meter Services	<u>40,293</u>
Total	\$40,293

Schedule C. Sewer Fund

Wastewater Construction	128,052
Wastewater Treatment	<u>60,425</u>
Total	\$188,477

Schedule D. Stormwater Management

Stormwater Improvements	\$10,403
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Schedule E. Electric Fund

Electric Director	43,910
Communications	3,000
Electric Meter Services	41,000
Substation	206,525
Load Management	86,000
Power Line Maintenance	7,689
Power Line Construction	<u>279,078</u>
Total	\$667,202

Schedule F. Airport Fund

Washington Warren Airport	\$4,500
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Schedule G. Solid Waste Fund

Solid Waste	\$604,523
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Schedule H. Facade Fund

Facade	\$7,885
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Schedule I. Vehicle Replacement Fund

Vehicle Replacement	\$23,494
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Section 2. That the following revenues be increased in the respective amounts to meet the foregoing obligations:

General Fund Balance Appropriated	663,106
Water Fund Balance Appropriated	40,293
Sewer Fund Balance Appropriated	188,477
Storm Water Fund Balance Appropriated	10,403
Electric Fund Balance Appropriated	667,202
Airport Fund Balance Appropriated	4,500
Solid Waste Fund Balance Appropriated	604,523
Facade Fund Balance Appropriated	7,885
Vehicle Replacement Fund Balance Appropriated	23,494
Total	\$2,209,883

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 10th day of August, 2020.

ATTEST:

s/Cynthia S. Bennett
City Clerk

s/Donald Sadler
Mayor Pro tem

**APPROVE – PLANS FOR OPTION 3 FOR THE PS JONES MEMORIAL PARK
PLAYGROUND**

BACKGROUND AND FINDINGS: The City has committed \$130,000.00 in the FY 2021 budget. Those funds were appropriated in July. The Kate B. Reynolds Charitable Trust Grant award is for \$82,500.00. The funds will provide a playground at PS Jones Memorial Park. City Council adopted the budget ordinance amendment for the Kate B. Reynolds Trust Grant Project for the PS Jones Memorial Park in July.

By motion of Councilmember Kane, seconded by Councilmember Finnerty, Council accepted and approved the plans for Option 3 (with the GT Grant applied) by Cunningham Recreation for the PS Jones Memorial Park Playground and approved the corresponding purchase order for a total of \$212,868.92.

NEW BUSINESS:

**APPROVE – REQUEST BY KURT AND JENNIFER SCHMITT/RIVER VIBES, LLC TO
LEASE DOCK SPACE FOR LAUNCHING/RETRIEVAL OF KAYAKS &
PADDLEBOARDS**

Kurt & Jennifer Schmitt of River Vibes LLC, located at 108 S Market Street presented the following request to Council. River Vibes LLC was established in 2020 and is based in the Historic District of Downtown Washington North Carolina. River Vibes is a family owned retail store and recreational rental service business that is focused on promoting and highlighting the unique attributes that Washington has to offer, specifically our beautiful Pamlico River, Hence the name “River Vibes”. Our business is based around healthy living with a smoothie bar and recreational rental service that offers locals and visitors a variety of recreation including bicycles, kayaks, standup paddleboards and pedal boats.

River Vibes has recently been interviewed by Our State Magazine and this article will be featured in an upcoming issue as one of the top places to visit in our State for great scenic outdoor recreational activities. The magazine will be highlighting River Vibes pedal boat rental as a getaway idea to visit Castle Island and the surrounding estuary. We feel strongly that this article and publicity will bring further interest and additional visitors to Downtown Washington and to River Vibes.

We are coming to you today to ask for help in securing a dock space on the waterfront in Downtown Washington to give visitors and locals easier access to the river when renting equipment and make launching and retrieval of rental equipment much more efficient.

We understand that the last dock by the N.C. Estuarium (Old Belle of Washington dock) is currently not in use and we would like to petition to use some portion of that dock. We would be willing to invest in a floating deck similar to the one used by the Little Washington Sailing School to be able to easily launch our kayaks and paddleboards and would be willing to consider a monthly lease or rent if applicable. Our customers would be able to rent their equipment at the store and then access the equipment via the dock with our assistance, where we would have the rental equipment identified and waiting for them. Our rental business is fully licensed and insured through Nationwide Insurance.

Since opening in May of 2020 we have already built many relationships with tourists and locals that enjoy what Washington has to offer. We feel that availability to a dock space would further enhance and promote Washington on the Pamlico.

Thank for your consideration and we look forward to hearing from you.

Sincerely

Kurt and Jennifer Schmitt

River Vibes LLC

Email Rivervibesonthepamlico@yahoo.com

Tel. 252-945-1355/252-802-0590

The City Manager noted this request would need to meet our risk analysis and a contract would be drawn up with an agreed upon rate and term for the space. They are requesting a vote of confidence from Council. Council, by consensus, were in support of the request and asked staff to assist the Schmitt's with moving forward with their proposal.

APPROVE – REQUEST TO ACCEPT PUMPERNICKEL PLACE AS A CITY STREET

BACKGROUND: Pumpernickel Place was constructed to serve a multi-lot residential subdivision located south of Highland Drive/Old Bath Highway. No development has occurred within the subdivision other than the construction of the street. The owner is requesting the City accept the street as a City Street and assume maintenance. The Public Works Department has reviewed this request and has found that Pumpernickel Place has been constructed in accordance with City Street Standards and has no objections to the acceptance of the street.

The City Manager reviewed the request with Council. Councilmember Kane inquired if a fiscal analysis was performed in accepting the street and the City Manager noted he would verify this with staff.

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council approved the request to accept the street named Pumpernickel Place as a City Street. Motion carried 4-1 with Councilmember Kane opposing.

ANY OTHER ITEMS FROM CITY MANAGER:

AIRPORT BUDGET

The City Manager reviewed the airport has accomplished their task of reducing the budget by 5%.

GRANT AWARD

The City Manager noted we received a \$3 million grant award and we may be able to use these funds to increase capacity at Jack's Creek as well as the hospital drainage district. Council members commended staff on their efforts in securing this grant.

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

REPORT ON BIKE/PEDESTRIAN PLAN

Councilmember Kane provided an update on the Bike/Pedestrian Plan, noting she has been working on this project with Jamie Heath, Mid-East Commission.

TRAFFIC CALMING – SMALLWOOD

Councilmember Kane noted she has been working with some of the neighbors in Smallwood and those citizens are working on some possible suggestions for traffic calming efforts in that subdivision. She noted members of the subdivision will present specific request to Council in the near future.

JACK’S CREEK RESTORATION PROPOSAL

Councilmember Kane stated she has been working Sound Rivers and the Mid-East Commission on a proposal to restore Jack’s Creek. She would like to see the Jack’s Creek area as a “second waterfront”.

CENSUS REMINDER

Councilmember Pitt reminded everyone to complete the census.

THANK YOU BONUS

Councilmember Pitt requested that a “thank you bonus” be awarded to City Council for their efforts during COVID-19 and he would like the bonus in place by August 21st. He further noted the bonus should be awarded to Council whether they attended the Council meetings virtually or in person.

No action was taken by Council on this request.

DRAINAGE

Councilmember Brooks discussed drainage at Jack’s Creek and the need to have the creek dredged.

CLOSED SESSION: None

ADJOURN

By motion of Councilmember Pitt, seconded by Councilmember Brooks, Council adjourned the meeting at 6:20pm until Monday, September 14, 2020 in the Council Chambers at 5:30pm

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk

The Washington City Council met in a special session on Wednesday, August 26, 2020 at 5:30pm as a virtual meeting. Present: Donald Sadler, Mayor Pro tem; Richard Brooks, Councilmember; Virginia Finnerty, Councilmember; Betsy Kane, Councilmember and William Pitt, Councilmember. Also present: Jonathan Russell, City Manager, Franz Holscher, City Attorney and Cynthia S. Bennett, City Clerk.

**The meeting was held as a virtual meeting all Council members and staff accessed the meeting remotely.*

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

PUBLIC HEARING TO EXPLAIN CDBG FUNDING CATEGORIES

City of Washington Project Sunrise

CDBG Public Hearing Agenda Abstract

Meeting August 26, 2020 5:30 PM

Zoom Link: <https://us02web.zoom.us/j/86094801936>

Phone: +1 646 558 8656 then 86094801936#

Mayor Pro tem Sadler opened the public hearing.

Martyn Johnson presented the following information to Council.

Agenda Title: First Public Hearing for Project Sunrise “Overview of Community Development Block Grant Programs”.

Presenters: Kevin Richards, Mid-East Commission & Martyn Johnson, BC ED Director

Summary of Information:

This is the first of two public hearings that are required to apply for Community Development Block Grant or CDBG funds. It just explains the different types of CDBG programs. The second public hearing will be project specific.

There are a number of different types of funds available through the NC Community Development Block Grant program:

1. The Community Development Block Grant for Economic Development is administered by the NC Department of Commerce- Rural Economic Development Division and provides grants to local governments that partner with a pro-profit business to bring public infrastructure improvements and building renovation services.
2. Community Development Block Grant- Neighborhood Revitalization provides funding for rehabilitation, acquisition, clearance, relocation, substantial rehabilitation, replacement housing and emergency repairs for low to moderate residents.

3. Community Development Block Grant- Demolition grants are designed to demolish vacant dilapidated industrial buildings and properties under the elimination of slum and blight objective to help create new jobs and private sector investment.
4. CDBG- Downtown Redevelopment Fund is designed for infrastructure upgrades of downtown buildings in order to meet current code requirements. The upgrades should be for vacant or underutilized downtown commercial buildings. An underutilized building is defined as a property that is less than fully utilized or used below its potential. This fund is designed to return vacant or underutilized commercial buildings to economic use for new and/or expanded business. The goal of the fund is the prevention or elimination of urban blight. Community Development Block Grant-Infrastructure grants for public water and wastewater infrastructure. CDBG Infrastructure funds are administered by the NC Department of Environmental Quality. The NC Department of Water Infrastructure provides funding for projects that improve water quality. The CDBG- Infrastructure grants are also intended to improve the life of low to moderate income people.
5. Community Development Block Grant- Disaster Recovery grants are administered by the North Carolina Office of Recovery and Resiliency and are used to help cities, counties and states recover from Presidentially declared disasters, especially in low to moderate income areas.

Mayor Pro tem Sadler asked for comments from the public at this time. There being no comments from the public, Mayor Pro tem Sadler closed the public hearing.

**Following the 24-hr. required period after the public hearing, no written comments were received.*

Recess

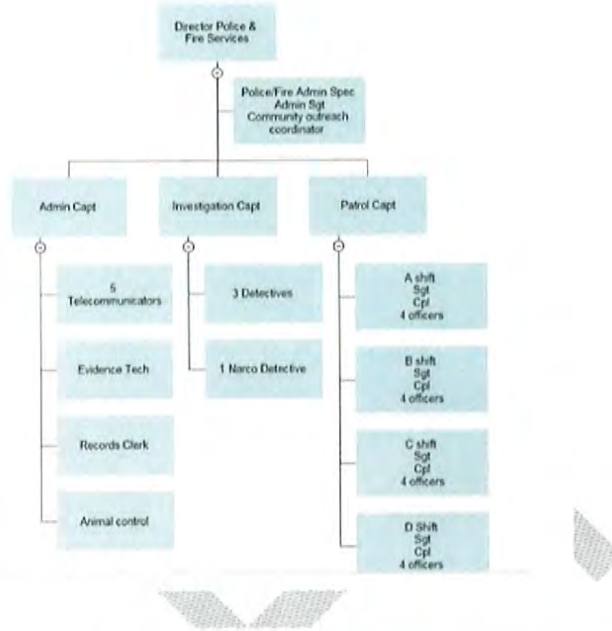
POLICE STATION DESIGN/PLANS

Josh Bennett, Moseley Architects reviewed the following presentation with Council.



POLICE HEADQUARTERS PROGRAM

ORGANIZATION CHART



MOSELEYARCHITECTS

PERMANENT HEADQUARTERS PROGRAM

PREVIOUS STUDIES



MOSELEYARCHITECTS

POLICE HEADQUARTERS PROGRAM

KICKOFF MEETING/GOALS AND OBJECTIVES

- WELCOMING TO THE PUBLIC
- LOW MAINTENANCE
- SUSTAINABLE AND RESILIENT
- ACCESSIBLE
- RECOGNIZABLE
- PEDESTRIAN FRIENDLY

MOSELEYARCHITECTS

March 26, 2020

MEMORANDUM OF CONFERENCE

PROJECT: City of Washington, NC
New Police Headquarters

ARCHITECT'S PROJECT NO.: 192702

DATE AND LOCATION: Wednesday, March 11, 2020 (1:00 pm)

PRESENT:

- For City of Washington
 - The Honorable Mac Hodges – Mayor
 - Mr. Jonathan Russell – City Manager
 - Chief Elmer Drakeford – Director of Police and Fire Service
 - Chief Mark Yule – Fire Chief
 - Mr. Doug Braxton – Fire Marshal
 - Mr. Mike Duff – City Planner
 - Mr. Richard Brooks – City Council
 - Ms. Betty Kane – City Council
 - Mr. Donald Eddin – Mayor Pro Tem
- For Moseley Architects
 - Mr. Josh Bennett
 - Ms. Shannon Bahasi

DISCUSSION AND DECISIONS

The purpose of the meeting was to review the project goals and objectives, establish communication paths, describe the project schedule, and review the building program.

1. Josh Bennett introduced the project team.
 - 1.1 Josh Bennett will be the Principal in Charge for the project and Shannon Bahasi will be the Project Manager. Both will be included on project communications in the early parts of design.
 - 1.2 Wilhena Ravenel will perform all services related to the site design and investigation as outlined in the design contract.
 - 1.2.1 The City has contracted with Wilhena Ravenel to provide consulting services for grant funding outside of the design contract.
2. Reviewed previously submitted space studies and programs.
 - 2.1 Chief Drakeford reviewed the space plan design prepared by East Carolina University (ECU) students as a school project.

Attachments:

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CITY OF WASHINGTON PUBLIC SAFETY BUILDING

SPACE REQUIREMENTS SUMMARY

	CURRENT NEEDS		2025 NEEDS	
	PERB	NSF	PERB	NSF
PUBLIC SAFETY				
ADMINISTRATION - POLICE	4	2,584	5	2,766
POLICE - COMMUNICATIONS/E911	5	953	5	953
POLICE - INVESTIGATIONS	5	1,413	8	1,899
POLICE - PATROL	20	4,437	20	4,934
SHARED - POLICE		2,322		2,322
LICENSE PLATE OFFICE		1,025		1,025
TOTAL PERSONNEL / NSF	40*	12,714	47*	13,900
CURRENT / REQUIRED GROSS SQ FT at 80% efficiency		15,893		17,375
Required gross square footage calculation above is determined using an efficiency of 80%				
CURRENT / REQUIRED GROSS SQ FT at 90% efficiency		14,127		15,444
Required gross square footage calculation above is determined using an efficiency of 90%				

* CURRENT SPACE AND PERSONNEL indicates the amount of NSF (net square feet) currently occupied by a department with its current staff. The current staffing level indicated is the number of personnel currently staffing the department which needs to be housed in its space. It does not account for any current staffing deficiencies or excesses.

** CURRENT NEEDS NSF indicates the amount of NSF (net square feet) required to meet the needs of the current staff based on appropriate space standards. The difference between CURRENT NEEDS NSF and CURRENT SPACE NSF is the deficiency or excess of space for the current staff.

Parking
 Police = 12 staff + 4 visitor = 16 spaces
 General = 12 spaces
 Total 28 spaces minimum. Add more spaces up to maximum to be accommodated.

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POLICE HEADQUARTERS BUDGET

TOTAL PROJECT BUDGET
 INCLUDES HARD AND SOFT COSTS
 BUDGET NUMBERS ARE NOT ESTIMATES

**CITY OF WASHINGTON
 NEW POLICE STATION
 BUDGET ESTIMATE
 August 24, 2020**

CONSTRUCTION COSTS			
One Story building	16,000 SF @	\$265.00	\$4,240,000
Site work	3.0 AC @	\$250,000	\$750,000
Construction Cost Subtotal		\$311.88	\$4,990,000
OTHER COSTS			
Misc. Building Systems			Not included
Furniture Allowance (\$25 PSF)			\$20,000
Graphics & Signage (\$1.25 PSF)			\$48,000
Voice and data systems (\$3 PSF)			\$10,000
Appliances - 3 refrigerators, 3 microwaves, 2 coffee pots			\$20,000
<u>Site purchase</u>			
Fitness equipment			\$20,000
Permitting and Utility Connection Allowance			\$20,000
Environmental mitigation cost			Not included
Legal/ILA, Plans and closing fees			Not included
Property Acquisition Allowance			Not included
Legal Expenses			Not included
Financing Expenses			Not included
<u>Design soft costs</u>			
Architectural/Engineering Services			\$368,033
Boundary and Topographic Survey		included in A/E services cost	
<u>Construction soft costs</u>			
Moving Expenses Allowance			\$20,000
Geotech/const materials testing			\$15,000
Special/third party inspect (0.75% of constr cost-City)			\$37,425
Other Costs Subtotal			\$578,458
Project Cost Subtotal			\$5,568,458
Contingency (10%)			\$557,000
TOTAL			\$6,125,458

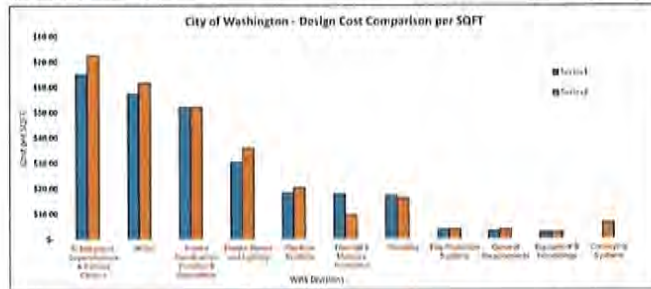
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PERMANENT HEADQUARTERS BUDGET

- 1 STORY VS 2 STORY
- ASSESSMENT BY CONSTRUCTION DIVISION
 - APPROXIMATELY \$17 PER SF MORE
 - TOTAL ADD OF APPROXIMATELY \$258,800
 - ADDITIONAL MAINTENANCE AND INSPECTION COSTS

City of Washington - New Police Station						
Contract Cost	Contract Cost	RAFC	Building	WBS Division	1 Story Cost	2 Story Cost
\$ 975,000	\$ 1,089,000					
\$ 861,400	\$ 935,500	1		Substructure, Superstructure & Exterior Closure	\$ 45.00	\$ 77.60
\$ 780,000	\$ 780,000	2		HVAC	\$ 52.44	\$ 61.70
\$ 454,800	\$ 537,750	3		Interior Construction Finishes & Specialties	\$ 52.00	\$ 52.00
\$ 273,000	\$ 303,000	4		Electric Power and Lighting	\$ 30.32	\$ 35.85
\$ 264,750	\$ 303,000	5		Electrical Systems	\$ 18.70	\$ 20.20
\$ 225,000	\$ 241,500	6		Thermal & Moisture Protection	\$ 17.65	\$ 19.3
\$ 34,300	\$ 45,500	7		Piping	\$ 17.00	\$ 16.30
\$ 45,000	\$ 55,000	8		Fire Protection Systems	\$ 3.62	\$ 3.30
\$ 37,500	\$ 37,500	9		General Requirements	\$ 4.00	\$ 4.67
\$ -	\$ 94,500	10		Equipment & Furnishings (Conveying System)	\$ -	\$ 6.30
\$ 4,000,950	\$ 4,258,800				\$ 207	\$ 284



MOSELEYARCHITECTS

POLICE HEADQUARTERS SCHEDULE

DOES NOT INCLUDE USDA FUNDING TIMELINE

PROJECT SCHEDULE

- SCHEMATIC DESIGN 4 WEEKS
- DESIGN DEVELOPMENT 6 WEEKS
- CONSTRUCTION DOCUMENTS 8 WEEKS
- PERMITTING AND BIDDING 6 WEEKS
- AWARD CONSTRUCTION 4 WEEKS
- CONSTRUCTION 12 MONTHS
- TOTAL 19 MONTHS

MOSELEYARCHITECTS

The City Manager asked Council if they prefer a one-story or two-story building. Councilmember Brooks asked about housing the License Plate Agency at the new facility. Josh Bennett, Moseley Architects noted it would cost around \$200,000 to add the LPA to the one-story structure. Councilman Brooks recommended a one-story building with the additional space to house the LPA. Councilmember Kane inquired about the location of utilities, HVAC, generator, etc. suggesting they need to be located in an area to be less intrusive to the surrounding neighbors (noise/odor).

Mayor Pro tem Sadler likes both options, but sees the resemblance of the Beaufort County Courthouse in Option A and he likes that. Mr. Russell noted that an estimate on revenue after all expenses for the LPA would result in \$80,000-\$120,000 annually in profit.

Councilmember Pitt inquired if there was a sally port for officers and Mr. Moseley noted, no but there is a secure parking area where these transfers can occur.

Councilmember Kane asked for and received clarification regarding the handicap accessible areas.

By consensus, Council selected option A (one-story building).

SUCCESSION PLANNING – CITY COUNCIL

Mayor Pro tem Sadler asked the City Attorney to review the options/steps for filling the vacant Mayoral seat, etc. Franz Holscher, City Attorney reviewed the various options with Council.

Councilmember Finnerty noted she felt someone that was voted into Council should fill the Mayor's seat and the person who obtained the same number of votes, but their name didn't get drawn out of the hat should fill the vacant Council member seat.

Councilmember Kane made a motion to appoint Donald Sadler to fill the Mayor's seat vacated by the untimely passing of Mac Hodges; appoint Richard Brooks as Mayor Pro tem and appoint Roland Wyman to the vacant Council seat. Donald Sadler had the highest vote total and has capably served as Mayor Pro tem. Richard Brooks has over 17 years in public service (Council, Fire Dept. Church). Roland Wyman served a previous term on Council and is ready to serve again and he tied for receiving the highest votes to fill the last Council seat in the most recent election. Councilmember Finnerty seconded the motion.

Mayor Pro tem Sadler expressed the positions should be filled with individual nominations/motions. Mr. Holscher explained we currently only have a vacancy in the Mayor's seat. If Mayor Pro tem Sadler is appointed to fill the Mayor's seat and takes the oath of office, then the Mayor's position is filled, but until the oath is taken Donald Sadler will still maintain the Mayor Pro tem office.

Mr. Holscher continued stating the motion made by Councilmember Kane and seconded by Councilmember Finnerty is not a valid motion. Councilmember Finnerty withdrew her second to the motion, then Councilmember Kane withdrew her motion.

Mayor Pro tem Sadler discussed the untimely loss of Mac Hodges.

Councilmember Kane nominated Donald Sadler as Mayor; Councilmember Finnerty seconded the nomination. There being no other nominations, the nominations were closed. Vote by roll call for Donald Sadler as Mayor: YES: Pitt, Kane, Finnerty, Brooks, and Sadler. 5-0 unanimous vote.

Donald Sadler stated it was an honor to accept this appointment but painful to serve under these circumstances. Cynthia Bennett, City Clerk administered the oath of office to Mayor Donald Sadler.

Mayor Sadler opened nominations for the vacant Mayor Pro tem position. Councilmember Finnerty nominated Richard Brooks as Mayor Pro tem with Councilmember Kane seconding the nomination. There being no other nominations, the nominations were closed and a roll call vote was

taken for Richard Brooks as Mayor Pro tem. Voting YES: Brooks, Kane, and Finnerty. Voting NO: Pitt. With a vote of 3-1, Richard Brooks was appointed to fill the Mayor Pro tem position.

Vacant Council Seat – Councilmember Finnerty nominated Roland Wyman to fill the vacant Council seat with Councilmember Kane seconding the nomination. Councilmember Pitt nominated Mike Renn to fill the vacant Council seat with Mayor Pro tem Brooks seconding the nomination.

A motion was made by Councilmember Finnerty and seconded by Councilmember Kane to close the nominations.

A roll call vote was taken. Voting for Mike Renn: Brooks/Pitt; Voting for Roland Wyman: Finnerty/Kane. With a two-two vote, Mayor Sadler voted for Mike Renn to fill the vacant Council seat. With a vote of 3-2 Mike Renn was appointed to fill the vacant Council seat. A brief recess was held to discuss the nomination with Mike Renn to determine if he would accept the position. After a phone call conversation, Mike Renn accepted the nomination to fill the vacant Council seat and he will contact the City Clerk to take the oath of office.

ADJOURN

By motion of Councilmember Kane, seconded by Councilmember Finnerty, Council adjourned the meeting at 7:10pm until Friday, August 28, 2020 at 10:00am for a special meeting.

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk

The Washington City Council met in a special session on Friday, August 28, 2020 at 10:00am as a virtual meeting. Present: Donald Sadler, Mayor; Richard Brooks, Mayor Pro tem; Virginia Finnerty, Councilmember; Betsy Kane, Councilmember. Also present: Jonathan Russell, City Manager, Franz Holscher, City Attorney and Cynthia S. Bennett, City Clerk. William Pitt, Councilmember was absent.

**The meeting was held as a virtual meeting all Council members and staff accessed the meeting remotely.*

Mayor Sadler called the meeting to order.

**City of Washington Project Sunrise
CDBG Public Hearing Agenda Abstract**

Meeting Friday August 28, 2020 10:00 AM

Zoom Link: <https://us02web.zoom.us/j/86374128980>

Phone: +1-646-558-8656 then 86374128980#

Mayor Pro tem Sadler opened the public hearing.

Martyn Johnson presented the following information to Council. Alexis Kelly presented a summary of the project as well as a PowerPoint slide to Council featuring proposed plans for the property.

Agenda Title: Second Public Hearing for Project Sunrise

Presenters: Kevin Richards, Mid-East Commission
Martyn Johnson, BC ED Director

Summary of Information:

Alexis & Josh Kelly adopted a child from foster care in 2016, and during that time learned of the significant need for foster parents in North Carolina. Alexis & Josh spent the next few years developing a business plan and searching for the right property to develop the first children's group home in Beaufort County, North Carolina. In 2020, the 501c3 non-profit Kelly Children's Home took off and is in the process of purchasing (closing set from 8/31/20) the property at 300 10th Street, Washington, NC that will provide residential group housing to approximately 15 (during the pandemic) to 35 (post pandemic) foster kids ages 12-18, and their siblings. In Beaufort County, NC there are close to 140 children in the foster care system, but only 23 licensed foster parents.

Keely Children's Home has raised the necessary \$130,000 of funding to purchase the home through donations and fund raisers. These activities are documented in the following links and statements:

<https://www.wnct.com/local-news/a-local-non-profit-is-addressing-the-need-for-foster-parents-in-the-east/>

<https://www.thewashingtondailynews.com/2020/06/23/yard-sale-advances-childrens-home-in-washington/>

“The Outreach Team at WIMCO was moved to the point of tears hearing Alexis Kelly pour out the heart behind the Kelly Children’s Home, a new children’s home coming to Beaufort County that will change the trajectory of the lives of so many children in our community.”

<https://thekellychildrenshome.org/fundraisers>

Residents:

Teens are the most challenging population to place in traditional foster care settings. Teens are at risk for never learning the necessary life skills, experiencing emotional healing, or growing the self-confidence to become successful young adults. The Kelly Children’s Home will provide residential care, as well as the necessary services to prepare them for the next chapter in life!

Larger sibling sets in foster care are often hard to place together. As a result, they are often separated across the state or even across state lines. The Kelly Children’s Home will help keep siblings together under one roof!

In addition to ten (10) full time staff taking care of the children’s needs there will be volunteer mentors. The mentors will be matched one-on-one to children through an interview process. The mentors will maintain relationships with residents even as they grow out of The Kelly Children’s Home.

Pictures:



300 10th Street, Washington NC 27889



Budget:

Facility Purchase: \$130,000 (Private)
 Renovations: \$746,638 (CDBG)
 Operations: Payments from social services per child

CDBG Neighborhood Revitalization:

Grant Deadline: 4 PM Monday August 31st, 2020
 Maximum Grant: \$750,000

The North Carolina Neighborhood Revitalization Program (NC Neighborhood) offers a non-entitlement municipality or county the opportunity to tailor a project to meet the community development needs specific and most critical to their locality, primarily for their low- and moderate-income residents.

The NC Neighborhood Program supports the three livability principles that helps guide sustainability and resiliency throughout areas that receive funding. Regardless of the program activity or activities local governments pursue, NC Neighborhood Program projects must incorporate at least one of the following three livability principles as an area of focus:

1. Promote equitable, affordable housing. Expand location and energy-efficient housing choices for people of all ages, incomes, races, and ethnicities to increase mobility and lower the combined cost of housing and transportation.
2. Support existing communities. Target federal funding toward existing communities - through strategies like transit-oriented, mixed-use development, and land recycling - to increase community revitalization and the efficiency of public works investments and safeguard rural landscapes.
3. Value communities and neighborhoods. Enhance the unique characteristics of all communities by investing in health, safe, and walkable neighborhoods - rural, urban, or suburban.

CDBG Eligible Applicants:

All municipalities and counties are eligible to receive State CDBG funds except for entitlement municipalities and counties, which receive funds directly from HUD.

Housing Activities:

Funds for the housing category may be spent on rehabilitation, acquisition, clearance, relocation, substantial rehabilitation, replacement housing and emergency repairs.

There are no project boundaries for any of the activities in the housing category. The applicant may choose to do scattered site housing or housing in a concentrated area or a combination. There is no limit on the number of houses or the number of activities for the project. The applicant will need to decide how many houses can be treated during the 30-month grant period.

Local Government Role:

As the applicant, the local government is responsible to ensure the following:

1. **Management and Oversight:** The elected officials are legally, financially, contractually, and programmatically responsible for the CDBG project. The local government is responsible to the State of North Carolina and the Federal government even if they have a contract administrator (Kevin Richards Mid-East Commission) or sub-recipient relationship.
2. **Financial Management:** The local government must ensure proper accounting of funds to avoid disallowed costs. This includes accurate identification of project costs and cash balances and proper internal controls.
3. **Statement of Assurances and Certifications:** The local government elected officials and administrators should read and understand these documents and the implementation obligations.
4. If awarded, the local government will receive a grant agreement and funding approval from the State. These documents are contractually binding and cannot be changed without State approval.

Additional information of the CDBG program can be found at the link:

<https://www.nccommerce.com/documents/application-cdbg-neighborhood-revitalization-grant-program-guidance-and-application>

Action:

1. Ask for public hearing comments
2. Request the City Council approve applying for the Community Development Block Grant-Neighborhood Revitalization to provide funding for renovation of the facility at 300 E. 10th Street Washington NC to become the Kelly Children's Home for foster children and that the Mayor be given the authority, under the tutelage of the City Manager, the City Attorney and Kevin Richards, to sign the necessary and appropriate documents.

Mayor Sadler asked for comments from the public at this time. There being no comments from the public, Mayor Sadler closed the public hearing. A motion was made by Councilmember Finnerty seconded by Councilmember Brooks to close the public hearing.

By motion of Councilmember Kane, seconded by Councilmember Finnerty, Council approved applying for the Community Development Block Grant- Neighborhood Revitalization to provide

funding for renovation of the facility at 300 E. 10th Street Washington NC to become the Kelly Children’s Home for foster children and that the Mayor be given the authority, under the tutelage of the City Manager, the City Attorney and Kevin Richards, to sign the necessary and appropriate documents.

*Following a roll call vote the motion carried unanimously.

**Following the 24-hr. required period after the public hearing, no written comments were received and therefore the motion became effective/adopted on 8-28-20.*

The City Manager discussed the Planning Department will be working closely to assist with this project.

ADJOURN

By motion of Councilmember Kane, seconded by Councilmember Finnerty, Council adjourned the meeting at 10:22am.

(subject to approval of City Council)

s/Cynthia S. Bennett, MMC
City Clerk

DRAFT

Mayor
Donald R. Sadler

City Manager
Jonathan Russell



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

To: Mayor Sadler & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: September 8, 2020
Subject: Budget Transfers

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

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

SEE ATTACHED

010-6126-7400	-58016.00
010-6125-7400	34684.00
010-6124-7400	23332.00

Request for Transfer of Funds

Date: 8/21/2020

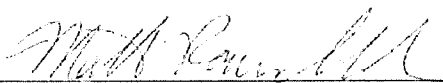
TO: City Manager or Finance Director
 FROM: Matt Rauschenbach
 SUBJECT: REQUEST FOR TRANSFER OF FUNDS

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	Object Classification	Amount
FROM:	010-6126	7400	Capital Outlay	58,016
TO:	010-6125 010-6124	7400 7400	Capital Outlay Capital Outlay	34,684 23,332

For the purpose of: Re-class projects not complete appropriation

 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

8/21/20
 Date

Mayor
Donald R. Sadler

City Manager
Jonathan Russell



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

To: Mayor Hodges & Members of the City Council
From: Matt Rauschenbach, C.F.O.
Date: September 8, 2020
Subject: PO's > \$50,000

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

<u>Amount</u>	<u>Vendor</u>	<u>Description</u>
\$162,624.00	The Soundside Group	Annual IT contract
\$450,000.00	John Lucas Tree Expert Co.	Tree trimming-contract services
\$51,366.00	Shannon Chemical Corp.	Treatment chemicals
\$88,500.00	Water Guard, Inc.	Treatment chemicals
\$155,250.00	Rivers & Associates Inc.	Professional services for assessment of water system
\$105,000.00	Sawyer's Residential	Bulkhead Phase 2 & 3
\$105,152.00	David Franklin Conway	Waste holding basin # 1 rehab
\$300,000.00	Pitt Country Mart	Fuel for pumps 1 & 3
\$100,000.00	Pitt Country Mart	Fuel for pump 2
\$75,000.00	Potter Oil & Tree Co., Inc.	Generator fuel
\$227,783.00	Cargill Inc.	Treatment chemicals
\$212,868.92	Gametime	PS Jones Memorial Park
\$68,925.00	Earl Malpass	Airport operation



GEORGE H. & LAURA E. WASHINGTON, N.C.
BROWN LIBRARY
The wave of your future...

Synopsis of Brown Library Board of Trustees Meeting August 20, 2020

The Board of Trustees met at 4:00pm virtually. Trustees present were Steve Moler, Leesa Jones, Laura Toth and Joanna Rieg along with Sandra Silvey, Librarian; Stephen Farrell, Reference Specialist/Genealogy; Jonathan Russell, City Manager; and Betsy Kane, Council Liaison.

Sandra Silvey, Librarian, introduced new Reference Specialist, Stephen Farrell to the board. She also shared an update on the online reference usage by library patrons.

Trustees discussed beginning to prepare for the 110th birthday of the library in March 2021. There was also discussion on honoring Mayor Mac Hodges from the library. No decisions made. Trustees also discussed what to do when we are able to gather. This includes our goals, issues and direction for the library. Much of the discussion centered on the expansion of the library.

Meeting adjourned at 5:00 PM.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council
From: Cynthia Bennett, City Clerk
Date: September 14, 2020
Subject: Appointment to Historic Preservation Commission
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION: (Virginia Finnerty – Liaison)

I move that the City Council appoint _____ to the Historic Preservation Commission to fill the un-expired term of Mike Renn, term to expire June 30, 2021.

BACKGROUND AND FINDINGS:

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Application

Requested Board Historic Preservation Commission

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

NAME John Stephen Carbone, MD, JD

ADDRESS 720 West Main Street, Washington NC 27889

PHONE (WORK) _____ (HOME) 919-452-4413

E-MAIL ADDRESS vadocdoc@outlook.com

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

HOW LONG HAVE YOU BEEN A RESIDENT OF BEAUFORT COUNTY? three (3) YEARS

YEARS OF EDUCATION 12+

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 attachment

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.

5/12/2020
Date

[Signature]
Signature

NOTE: Application will remain on file for six (6) months. Expiration Date: 11/12/2020
September 14, 2020
Page 32 of 191

Since 2017, I have come into possession of three lovely homes in the Washington Historic District → one a charming WWI-vintage craftsman bungalow, one a stately Victorian manse, and one (the Myers House) a Federal period structure that is the oldest extant building in town. I am honored to be the caretaker of these properties, preserving them for future generations whilst enjoying them day-to-day in the present. Having been schooled in both W^{MS}Burg VA and Charlottesville VA - two municipalities steeped in history - I came early to appreciate that the material culture of the past, once lost, cannot be regained. Because of my deep personal interest in the mission of the Washington Historic Preservation Commission, and my roots here, I feel strongly that I am qualified to assist the Commission in the fulfillment of its preservation mandate.

ASUWU
JOHN CARBONE MD



REQUEST FOR CITY COUNCIL ACTION

To: Members of the City Council
From: Donald R. Sadler, Mayor
Date: September 14, 2020
Subject: Assignment of Council Liaisons/Representatives
Applicant Presentation: N/A
Staff Presentation: N/A

Mayor's assignment of liaisons & representatives to the various Boards and Commissions
**COUNCIL LIAISONS and/or APPOINTMENTS for
 BOARDS AND COMMISSIONS**
 Effective September 14, 2020

- Planning Board
- Board of Adjustment
- Historic Preservation
- Library Board
- Housing Authority
- Recreation Advisory Commission
- *Tourism Development Authority
- Human Relations Council
- Electric Utilities Advisory Commission
- Airport Advisory Committee
- Animal Control Board
- Waterfront Docks Advisory Committee

*Indicates Voting Seat

Organizations with Council representative serving on board

- Economic Development Advisory Board
- Washington Harbor District Alliance
- NCEMPA
- Mid-East Commission
- Hwy 17 Association
- Partnership for the Sounds
- Mayor's Association
- Chamber of Commerce

PREVIOUS LEGISLATIVE ACTION

Council liaisons were assigned on December 9, 2019. Due to the recent restructuring of City Council, the liaison assignments need to be updated.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Adam Waters, Public Works Director
Date: September 14, 2020
Subject: Adopt Grant Project Ordinance for Drinking Water ASADRA WTP Emergency Generator
Staff Presentation: Adam Waters

RECOMMENDATION:

I move Council adopt the grant ordinance to fund the Drinking Water ASADRA WTP Emergency Generator project.

BACKGROUND AND FINDINGS:

The City recently applied for funding through the State's Drinking Water ASADRA program to replace the shared load management generator with a dedicated backup power generator at the water treatment plant. The State awarded the City \$409,160 with \$102,290 being principal forgiveness and \$306,870 being low interest loan.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

**A GRANT PROJECT ORDINANCE FOR
DRINKING WATER ASADRA WTP EMERGENCY GENERATOR
CITY OF WASHINGTON, N.C.
FOR FISCAL YEAR 2020-2021**

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

Section 1. The project authorized is for the Drinking Water ASADRA water treatment plant emergency generator principal forgiveness and loan.

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

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

205-8260-7400	Capital Outlay	\$409,160
---------------	----------------	-----------

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

205-3478-8921	ASADRA Principal Forgiveness	\$102,290
205-3478-0600	ASADRA Loan	<u>306,870</u>
	Total	\$409,160

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

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

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

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

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

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

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

This the 14th day of September, 2020.

Mayor

Attest:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Adam Waters, Public Works Director
Date: September 14, 2020
Subject: Adopt Grant Project Ordinance for Golden Leaf Stormwater Grant
Staff Presentation: Adam Waters

RECOMMENDATION:

I move Council adopt the grant ordinance for the Golden Leaf Stormwater Grant.

BACKGROUND AND FINDINGS:

The City recently applied for funding through the Golden Leaf Foundation to assist with addressing Stormwater drainage issues in the Medical District area (15th St, 12th St, Brown St intersection). The Golden Leaf Foundation awarded the City \$3,030,000 in grant funds for this project.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

**A GRANT PROJECT ORDINANCE FOR
GOLDEN LEAF STORM WATER GRANT
CITY OF WASHINGTON, N.C.
FOR FISCAL YEAR 2020-2021**

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

Section 1. The project authorized is for the Department of Environmental Quality Recycling Grant.

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

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

402-8270-4502	Design, construction, & administration	\$3,030.000
---------------	---	-------------

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

402-3480-0527	Golden Leaf Grant	\$3,030,000
---------------	-------------------	-------------

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

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

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

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

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

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

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

This the 14th day of September, 2020.

Mayor

Attest:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Adam Waters, Public Works Director
Date: September 14, 2020
Subject: Adopt Grant Project Ordinance for PS Flood Protection and Sewer Rehab
Staff Presentation: Adam Waters

RECOMMENDATION:

I move Council adopt the grant ordinance to fund the Pump Station Flood Protection and Sewer Rehab project.

BACKGROUND AND FINDINGS:

The City recently applied for funding through the State’s Clean Water State Revolving Fund (CWSRF) to protect the sewer pump station located at Short Drive and to perform sewer pipe lining on the Runyon Creek outfall line. The CWSRF awarded the City a low interest loan in the amount of \$2,500,500. The Short Drive pump station often is inundated during tropical storm events and this project will reduce the severity of damage during those events. The rehab work on the Runyon Creek outfall line will significantly reduce inflow and infiltration on that area thus reducing the flow at the wastewater treatment plant.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

**A GRANT PROJECT ORDINANCE FOR
PS FLOOD PROTECTION AND SEWER REHAB
PROJECT # CS370521-07
CITY OF WASHINGTON, N.C.
FOR FISCAL YEAR 2020-2021**

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

Section 1. The project authorized is for the Clean Water State Revolving Fund (CWSRF) \$2,500,500 low interest rate loan for sewer rehab.

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

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

304-8243-4502	Construction & Engineering	\$2,500,500
---------------	----------------------------	-------------

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

304-3478-0602	CWSRF Loan	\$2,500,500
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Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements of the grant agreements.

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

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

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

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

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

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

This the 14th day of September, 2020.

Mayor

Attest:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Kristi Roberson, Parks & Recreation Director
Date: September 14, 2020
Subject: Adopt Grant Project Ordinance and Budget Ordinance Amendment – Washington Wetlands Boardwalk Reconstruction Phase I
Staff Presentation: Kristi Roberson

RECOMMENDATION:

I move City Council adopt the Grant Project Ordinance and Budget Ordinance Amendment for the Washington Wetlands Boardwalk Reconstruction Phase I.

BACKGROUND AND FINDINGS:

The City was awarded a grant in the amount of \$280,560.00, with a match of \$200,000.00 and \$1,000.00 in-kind, to complete phase I of the reconstruction for the Wetlands Boardwalk.

PREVIOUS LEGISLATIVE ACTION

Grant was awarded and contract was executed.

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

- Grant Project Ordinance Amendment
- Budget Ordinance Amendment
- Contract

**A GRANT PROJECT ORDINANCE FOR
 DEQ WETLANDS BOARDWALK RECONSTRUCTION PHASE I GRANT
 Grant # 8084
 CITY OF WASHINGTON, N.C.
 FOR FISCAL YEAR 2020-2021**

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

Section 1. The project authorized is for the Department of Environmental Quality Washington Wetlands Boardwalk Reconstruction Phase I Grant.

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

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

121-4930-4502	Construction & Engineering	\$480,560
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Section 4. The following revenue is anticipated to be available to complete this project:

121-3479-0508	DEQ Boardwalk Grant	\$280,560
121-3344-0521	Local Match	<u>200,000</u>
	Total	\$480,560

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

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

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

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

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

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

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

This the 14th day of September, 2020.

Mayor

Attest:

City Clerk

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

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

Section 1. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts indicated for the local match of the recycling grant:

010-4400-9203	Transfer to Grant Funds	\$200,000
010-6130-7400	Capital Outlay	(200,000)

Adopted this the 14th day of September, 2020.

MAYOR

ATTEST:

CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **1364

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this **25th day of February, 2020**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **CITY OF WASHINGTON** (the "Grantee"¹).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
 - e. Grantee's Conflicts of Interest Policy and Resolution Adopting a Code of Ethics for the City Council of the City of Washington, North Carolina (Attachment E)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **February 25, 2020** to **August 10, 2021**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

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- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
 - e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
 - f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
 - i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
6. **Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

- 7. **Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
- 8. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **TWO HUNDRED EIGHTY THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$280,560.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Receipts	CAMA-PARTF	N/A

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$280,560.00	1612	536993	25005F05

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Grantee Matching Information:

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is \$201,000.00, which shall consist of:

	In-Kind	\$
	Cash	\$
X	Cash and In-Kind (Cash - \$200,000.00 and In-Kind - \$1,000.00)	\$201,000.00
	Other / Specify:	\$

- d. The Grantee is committing to an additional \$0 to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is \$481,560.00.

9. **Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
 - a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within thirty (30) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
 - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
10. **Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
11. **Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
12. **Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
13. **Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
14. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below.

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Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Kristi Roberson, Recreation Director City of Washington Post Office Box 1988 Washington NC 27889 Telephone: (252) 975-9636 Email: kroberson@washingtonnc.gov	Rachel Love-Adrick North Carolina Department of Environmental Quality Division of Coastal Management 400 Commerce Avenue Morehead City NC 28557 Telephone: (252) 808-2808 Email: rachel.love-adrick@ncdenr.gov

15. **Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
16. **Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
 - In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
17. **Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
18. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
- Title VI of the Civil Rights Act of 1964, as amended;
 - Civil Rights Restoration Act of 1987, as amended;
 - Section 504 of the Rehabilitation Act of 1973, as amended;
 - Age Discrimination Act of 1975, as amended;
 - Titles II and III of the Americans with Disabilities Act of 1990, as amended;
 - Title IX of the Education Amendments of 1972, as amended;
 - Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
 - Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal

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assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

CITY OF WASHINGTON

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By 
Grantee's Signature

By _____
Signature of Department Head or Authorized Agent

Jonathon Russell City Manager
Printed Name and Title

Tommy Kirby, Purchasing Director
Printed Name and Title

City of Washington
Organization

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

**General Terms and Conditions
Governmental Entities**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

The following documents along with the **Governor's grant award letter**, are on file and available for review at North Carolina Division of Coastal Management's (DCM) main office in Morehead City, located at 400 Commerce Avenue. The contact phone number is 252-808-2808.

1. North Carolina Public Beach and Coastal Waterfront Access Fund 2019-2020 Grant Pre-application RFP packet
2. City of Washington Pre-application submission: Wetlands Boardwalk Reconstruction Phase I
3. North Carolina Public Beach and Coastal Waterfront Access Fund 2019-2020 Grant Final Application RFP packet
4. City of Washington Final Application submission: Wetlands Boardwalk Reconstruction Phase I



NORTH CAROLINA COASTAL MANAGEMENT Public Beach and Coastal Waterfront Access Program

City of Washington – Washington Wetlands Boardwalk Reconstruction Phase I 2019-2020

Local Government: City of Washington

Federal ID #: [REDACTED] 1364

Local Project Administrator:

Kristi Roberson, Rec Director

PO Box 1988

Washington, NC 27889

Phone: (252) 975-9636

Email: kroberson@washingtonnc.gov

Site Location/ Address: The boardwalk is located along the Pamlico River at the corner of the NC Estuarium to the right of way of the intersection of Water Street and McNair Street. The boardwalk extends across three parcels. Parcels 5675-86-9946 & 5675-96-4536 are owned by the city. Parcel 5685-06-0524 is privately owned however the city has an easement allowing them to construct and maintain the boardwalk. The Easement is recorded in Deed Book 1350, Page 389 of the Beaufort County Register.

Project Description: Phase I will replace 1,006 ft of boardwalk from McNair/Water St to the first private walkway that aligns with South Academy St. The boardwalk will consist of concrete slats for decking and wooden railings. The project must comply with ADA guidelines.

Site Description: The site has a 3,922 linear-foot boardwalk and promenade allowing public water access to the Pamlico River

A. REGIONAL LOCATION MAP



B. VICINITY MAP



C. **PROJECT SITE PLAN:** Below is the Project Site Plan submitted by the local community. The site plan is provided for reference only. Only those improvements specifically mentioned in the Project Description will be considered under the grant award.



D. OTHER REQUIREMENTS, GUIDANCE AND CONDITIONS:

1. Costs ineligible for grant award reimbursement or local match, unless specifically included in project description:
 - a. Environmental Assessments other than preliminary work associated with site planning and wetland delineation.
 - b. Remediation Plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for non-cash in-kind match.
2. Other state and federal requirements:
 - a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.
 - b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.
3. Project signage, retention of use, and operation and maintenance:
 - a. The community is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.
 - b. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DEQ/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DEQ to seek repayment of previously granted funds for site acquisition and improvements.
 - c. The community is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DEQ/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
 - d. Development plans and specifications are required to be available for review by DEQ/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DEQ/DCM for prior approval.
 - e. The acquisition cost or fair market value of real property, including interest in donated lands, is required to be based upon the appraisal of a licensed appraiser. The reports are required to be provided for review and acceptance by DEQ/DCM. Grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award.
 - f. Any tract or parcel of, or interest in, real property subject to being purchased under the provisions of the grant award that is determined by DEQ/DCM for any reason not to be suitable can be the basis for all obligations of the State to cease with regard to the property associated with the award.
 - g. Retention of Use: Any property acquired or developed with grant assistance is required to be retained and used for public access. The community is required to agree to transfer title to any real property acquired with the grant funds to DEQ if the local government uses the property for a purpose other than public access; or the local government shall reimburse the State with an equal percentage of access grant funds, at current market value.
 - h. Operation and Maintenance: The community is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract. Acquired or developed property is required to be operated and maintained as follows:
 1. The property must be maintained in such a manner that DEQ/DCM finds it to appear attractive and inviting to the public.
 2. Sanitation must be kept at reasonable standards for public use. Fire protection and other similar services must be maintained in accordance with applicable state and local public health standards.

3. Properties must be kept reasonably safe for public use. The community will determine the level of maintenance and supervision necessary to maintain the facility in a safe condition.
 4. Buildings, roads, and other structures and improvements must be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
 5. Buildings, roads, and other structures and improvements must be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
 6. Reasonable user fees may be assessed, as long as those fees are used exclusively for the operation and maintenance of the access facility and/or other public access facilities within the local jurisdiction. Local governments shall provide biannual accounting reports for fees generated by CAMA-funded access sites. Accounting reports may be included in Biannual LUP Implementation Status Reports required under 15A NCAC 7L.0511.
- i. Reasonable Use Limitations: The use of property acquired or developed with grant assistance may not be changed from that proposed and approved in the grant award, unless approval is obtained from DEQ/DCM. The community may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with grant assistance when such a limitation is necessary for maintenance or preservation. All limitations will be required to be in accord with the applicable grant contract.
 - j. Use of Proceeds of Sales of assisted areas and facilities: The proceeds of sale of assisted areas and facilities will be required to be held by DEQ/DCM or community and be disposed of only in accordance with a plan approved by DEQ/DCM.
4. Notice of Limitations of Use and Restrictions: The community and/or owner of the real property acquired or improved with grant funds awarded is required to file in the office of the local Register of Deeds a Notice of Limitation of Use and Restrictions that sets forth the land-use restrictions outlined in the grant award contract and to provide a copy to DEQ/DCM.
 5. Acquisition and Development of the Site: Following acquisition, the Grantee has five years to begin developing facilities that ensure the site is useable for public access. Prior to closeout, a 'Plan for Future Development' must be provided which describes how the public will be able to use the site for public access until facilities are provided. A conceptual site plan showing proposed facilities and a timeline for development. Failure to ensure the property is accessible for public access after five years will be the basis for meeting Section D. Condition 3 (g).

Local Government: City of Washington
 Project: Wetlands Boardwalk

E. BUDGET SUMMARY

	Grant Assistance Requested	Local Cash Contribution	Local In-Kind Contribution	TOTAL
Land Acquisition Costs				
	0.00	0.00	0.00	0.00
Subtotal	0.00	0.00	0.00	0.00
Permit and Design Fees:				
<i>Engineering & Design Fees</i>	\$0.00	\$5,000.00	\$0.00	\$5,000.00
Subtotal	\$0.00	\$5,000.00	\$0.00	\$5,000.00
Site Improvement Costs:				
Materials				
<i>Concrete slats, Wooden Piling, Handrails</i>	\$226,980.00	\$166,500.00	\$0.00	\$393,480.00
<i>Electric Utilities</i>	\$0.00	\$5,500.00	\$0.00	\$5,500.00
Subtotal	\$226,980.00	\$172,000.00	\$0.00	\$398,980.00
Site Improvement Costs:				
Labor				\$0.00
<i>Removal/Construction</i>	\$41,080.00	\$23,000.00	\$0.00	\$64,080.00
<i>Mobilization of Equipment</i>	12,500.00	\$0.00	\$0.00	\$12,500.00
Subtotal	\$53,580.00	\$23,000.00	\$0.00	\$76,580.00
Local Administrative Costs:				
In-kind				
<i>Coordination of Utilities</i>	\$0.00	\$0.00	\$1,000.00	\$1,000.00
Subtotal	\$0.00	\$0.00	\$1,000.00	\$1,000.00
TOTAL BUDGET	\$ 280,560.00	\$200,000.00	\$1,000.00	\$481,560.00

Cost ratios	58.3%	41.5%	0.2%	100%
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Below is the Project Timeline for improvements under the grant award. Progress monitoring will occur at 6-month intervals for the duration of the 18-month contract. Adjustments to the timeline will require approval by the Contract Administrator.

F. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. Non-cash match is not illustrated or represented in this chart. However, non-cash match documentation must still be reported at the time of project closeout.

PROJECT SCHEDULE & ACTIVITIES CHART

Grant: \$ 280,560.00 Cash Match: \$ 200,000.00 Non-cash Match:\$1,000.00 Total: \$ 481,560.00

<p style="text-align: center;">% of total work to be completed</p> <p style="text-align: center;"><u>20%</u></p> <p>Grant funds to be spent: \$ 0.00</p> <p>Local funds to be spent: \$ 3,000.00</p>	<p>Project Period 1</p> <ul style="list-style-type: none"> • Obtain necessary permits • Complete drawings & engineering • Bid Project
<p style="text-align: center;">% of total work to be completed</p> <p style="text-align: center;"><u>60%</u></p> <p>Grant funds to be spent: \$ 168,336.00</p> <p>Local funds to be spent: \$ 117,000.00</p>	<p>Project Period 2</p> <ul style="list-style-type: none"> • Purchase Materials • Move equipment onsite • Complete site work • Continue Construction
<p style="text-align: center;">% of total work to be completed</p> <p style="text-align: center;"><u>20% *</u></p> <p>Grant funds to be spent: \$ 112,224.00</p> <p>Local funds to be spent: \$ 80,000.00</p>	<p>Project Period 3</p> <ul style="list-style-type: none"> • Complete Construction • Final Inspection • Closeout Grant

*The final project period includes a holdback of 10% of the grant award, which is retained until a closeout packet is received and approved by the District Planner/Contract Administrator.

G. PROJECT/CONSTRUCTION/PROCESSES/REPORTING BY THE APPLICANT

1. The project will be required to be completed consistent with 15A NCAC 7M SECTION .0303 are all deliverables outlined in the "Project Schedule and Activities Chart".
2. The DEQ/DCM will withhold the initial payment of grant funds until the community has documented expenditure of the local cash match sum. The in-kind services match is to be documented by the community and delivered to DCM with contract closeout materials.
3. Consistent with the "Project Schedule & Activities Chart", the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.
4. Grant funds will not be disbursed until a Title Opinion for the site has been submitted to and approved by the local District Planner/Contract Administrator.
5. No construction credited towards the grant is to occur prior to the receipt of all required local, state, and federal permits. Coordination with permitting agency personnel will be required to assure the least amount of impact on coastal resources.
6. If the community subcontracts with a company engaged in another project(s) for the locality, all accounting and reporting specific to the project associated with the grant award will be required to be wholly separate from that of the other project(s).

Reimbursement of project cost:

7. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 30 days after the end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.
8. The community is required to maintain and make available to DEQ/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of five years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project's contract number assigned by the State.
9. Community will be required to agree to refund to DEQ/DCM, subsequent to an audit of the project financial records by DEQ/DCM, any funds not expended in compliance with the grant contract.
10. Cash and Non-Cash In-kind Contributions (General): Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:
 - a. Are provided for in the project budget approved by DCM;
 - b. Are verifiable from the local government's records;

- c. Are necessary and reasonable for proper and efficient completion of the project;
- d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;
- e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
- f. Do not include N.C. state sales tax; and
- g. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas, cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the access project.

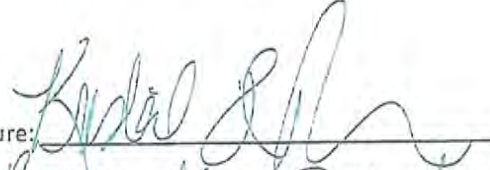
11. Cash Contributions: Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.
12. Site Amenities: The cost of other amenities purchased by the local government during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction. Examples include park benches, bike racks, water fountains, trashcans and lights.
13. Rental of Construction Equipment: If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds. (Also see 17b below)
14. State and Federal Funds: State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs. Such funds must be identified within the project budget chart. Local government employee salaries do not qualify as cash match, but may be counted toward non-cash in-kind match.
15. In-kind Contributions: Local in-kind non-cash contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.
 - a. Site Assessments: Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the District Planner/Contract Administrator can require a more current appraisal.
 - b. Donations of Property and Services: Land/Structures - If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of the land must be a private or non-profit organization, or individual. The community must provide a five-year history of conveyance for the property. Land that is transferred to the community due to a statute or rule is not considered a donation. If a landowner is proposing to sell land to the community for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the applicant. Donation to, or acquisition of, the property/structure by the local

government must have occurred within five (5) years of the grant award. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.

- c. Property Lease: Lease arrangements must be for the life of the project (generally 25 years). When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
 - d. Professional Fees: If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All volunteer services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.
 - e. Construction Equipment: The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value.
 - f. Building Materials, Site Amenities and Landscaping Materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.
16. FEMA Buyout Properties: Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout is not in conflict with the proposed improvements. Use of recent buyout property's value as non-cash in-kind match may be considered similarly as previously purchased or donated property.
17. Volunteer Services: The eligibility of volunteer services as in-kind contribution is limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.
- a. Excluded from volunteer services are prison labor, court-required community service and other work programs, and volunteer civic groups.
 - b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by DCM, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
18. Site Control: The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities would be located. The community must submit copies of the deed or of the signed lease or easement, as well as the opinion by the community's attorney, regarding site control as part of the Final Application submittal. *Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart.* Leases and easements shall be recorded in a similar manner as Section D., Condition 4.

19. Joint-Use Agreement: Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DEQ. (Also see Section G., Condition 18)
20. When to Take Title to Land/Leases/Easements: All communities must sign a contract with the State *before* accepting title/lease/easement to land that will be accomplished using grant funds, unless otherwise approved by DCM. This also applies to property that is donated to the local government. The exception is when the intent is to use it toward non-cash match.

H. SIGNATURE

Signature: 
Title: Recreation Director
Date: 1/21/20

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.

- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.

2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

ARTICLE X. - PURCHASING AND CONTRACTS

Section 10.1. - Conflicts of Interest.

No officer, department head, employee, or board or commission member shall make or participate in the making of any contract with the City in which he or she may be in any manner financially interested, directly or indirectly. Any such person who has such an interest in any proposed contract shall make known that interest and shall refrain from participation in the making of any such contract. The willful concealment of such a financial interest or the willful violation of this section shall constitute malfeasance in office or position, and any violator shall forfeit his office or position. Violation of this section with the knowledge express or implied of the person, firm, or corporation contracting with the City shall render the contract void.

Section 10.2. - Disposal of Surplus Personal Property.

The City may dispose of personal property valued at two thousand dollars (\$2,000.00) or less for any one [(1)] item or group of items using the procedures authorized in G.S. 160A-266(c).

Resolution Adopting a Code of Ethics for the
City Council of
The City of Washington, North Carolina

WHEREAS, the Constitution of North Carolina, Article 1, Section 35, reminds us that a “frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty,” and

WHEREAS, a spirit of honesty and forthrightness is reflected in North Carolina’s state motto, *Esse quam videri*, “To be rather than to seem,” and

WHEREAS, Section 160A-86 of the North Carolina General Statutes requires local governing boards and Councils to adopt a code of ethics, and

WHEREAS, as public officials we are charged with upholding the trust of the citizens of this town, and with obeying the law, and

NOW THEREFORE, in recognition of our blessings and obligations as citizens of the State of North Carolina and as public officials representing the citizens of the City of Washington, and acting pursuant to the requirements of Section 160A-86 of the North Carolina General Statutes, we the City Council do hereby adopt the following General Principles of Code of Ethics to guide the Council members in its lawful decision-making.

GENERAL PRINCIPLES UNDERLYING THE CODE OF ETHICS

- The stability and proper operation of democratic representative government depend upon public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people upon their elected officials.
- Governmental decisions and policy must be made and implemented through proper channels and processes of the governmental structure in compliance with the letter and intent of the City Charter.
- Council members must be able to act in a manner that maintains their integrity and independence, yet is responsive to the interests and needs of those they represent.
- Council members must always remain aware that at various times they play different roles:
 - As advocates, who strive to advance the legitimate needs of their citizens.
 - As legislators, who balance the public interest and private rights in considering and enacting ordinances and resolutions.
 - As decision-makers, who arrive at fair and impartial quasi-judicial and administrative determinations.

- Council members must know how to distinguish among these roles, to determine when each role is appropriate, and to act accordingly.
- Council members must be aware of their obligation to conform their behavior to standards of ethical conduct that warrant the trust of their constituents. Each official must find within his or her own conscience the touchstone by which to determine what conduct is appropriate.

CODE OF ETHICS

The purpose of this Code of Ethics is to establish guidelines for ethical standards of conduct for the City Council and to help determine what conduct is appropriate in particular cases. It should not be considered a substitute for the law or for a Councilmember's best judgment.

Section 1. Council members should obey all laws applicable to their official actions as members of the Council. Council members should be guided by the spirit as well as the letter of the law in whatever they do.

At the same time, Council members should feel free to assert policy positions and opinions without fear of reprisal from fellow Council members or citizens. To declare that a Council member is behaving unethically because of disagreeing with that Council member on a question of policy (and not because of the Council member's behavior) is unfair, irresponsible, and itself unethical.

Council members should endeavor to keep up to date, through the Council's attorney and other sources, about new or ongoing legal or ethical issues they may face in their official positions. This educational function is in addition to the day-to-day legal advice the Council may receive concerning specific situations that arise.

Section 2. Council members should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Adhering firmly to a code of sound values.
- Behaving consistently and with respect toward everyone with whom they interact.
- Exhibiting trustworthiness.
- Living as if they are on duty as elected officials regardless of where they are or what they are doing.
- Using their best independent judgment to pursue the common good as they see it, presenting their opinion to all in a reasonable, forthright, consistent manner.
- Remaining incorruptible, self-governing, and unaffected by improper influence while at the same time being able to consider the opinions and ideas of others.
- Disclosing contracts and information about issues that they receive outside of public meetings and refraining from seeking or receiving information about quasi-judicial matters outside of the quasi-judicial proceedings themselves.

- Treating other Council members and the public with respect and honoring the opinions of others even while the Council members disagree with those opinions.
- Not reaching conclusions on issues until all sides have been heard.
- Showing respect for their offices and not behaving in ways that reflect on those offices.
- Recognizing that they are a part of a larger group and acting accordingly.
- Recognizing that individual Council members are not generally allowed to act on behalf of the Council but may only do so if the Council specifically authorizes it, and that the Council must take official action as a body.
- Avoiding conflicts of interest.

Section 3. Council members should avoid impropriety in the exercise of their official duties. Their official actions should be above reproach. Although opinions may vary about what behavior is inappropriate, this Council will consider impropriety in terms of whether a reasonable person who is aware of all of the relevant facts and circumstances surrounding the Council member's action would conclude that the action was inappropriate.

If a Council member believes that his or her actions, while legal and ethical, may be misunderstood, the member should seek the advice of the Council's attorney and should consider publicly disclosing the facts of the situation and the steps taken to resolve it.

Section 4. Council members should faithfully perform the duties of their offices. They should act as especially responsible citizens whom others can trust and respect. They should set a good example for others in the community, keeping in mind that trust and respect must continually be earned.

Council members should faithfully attend and prepare for meetings. They should carefully analyze all credible information properly submitted to them, mindful of the need not to engage in communications outside the meeting in quasi-judicial matters. They should demand full accountability from those over whom the Council has authority.

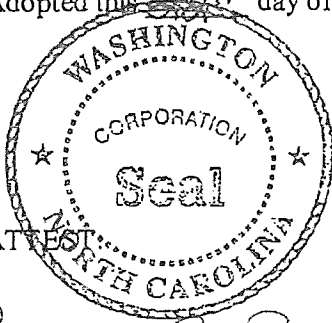
Council members should be willing to bear their fair share of the Council's workload. To the extent appropriate, they should be willing to put the Council's interests ahead of their own.

Section 5. Council members should conduct the affairs of the Council in an open and public manner. They should comply with all applicable laws governing open meetings and public records, recognizing that doing so is an important way to be worthy of the public's trust. They should also remember that local government records belong to the public and not to Council members or their employees.

In order to ensure strict compliance with the laws concerning openness, Council members should make clear that an environment of transparency and candor is to be maintained at all times in the government unit. They should prohibit unjustified delay in

fulfilling public record requests. They should take deliberate steps to make certain that any closed sessions held by the Council are lawfully conducted and that such sessions do not stray from the purpose for which they are called.

Adopted this 22nd day of November, 2010.



ATTEST:

Cynthia S. Bennett
Cynthia S. Bennett
City Clerk

N. Archie Jennings, III
Mayor



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Kristi Roberson, Parks & Recreation Director
Date: September 14, 2020
Subject: Dectron Repairs and Budget Ordinance Amendment
Staff Presentation: Kristi Roberson

RECOMMENDATION:

I move City Council approve the repairs and budget ordinance amendment for the Dectron at the Moore Aquatic & Fitness Center in the amount of \$20,922.00.

And

I move City Council approve the Recreation Department to hire an engineer and move forward with obtaining bids to replace the Dectron unit.

BACKGROUND AND FINDINGS:

The Dectron unit is 22 years old. It was installed improperly and has never worked correctly. The City researched opportunities for replacement and a company promised to rebuild from the inside out. The rebuild guaranteed all new machine parts and only leave the old outer shell. The rebuild was never completed to staff’s satisfaction and we didn’t pay the final invoices. We continue to find parts that were not replaced as we continue to have service calls for the unit. The continued repairs are costly and it would serve the City better to replace the unit. Typically, those units are expected to work for 15-20 years. We are beyond its life expectancy. The longer the unit is down, the more moisture the facility continues to hold. The moisture deteriorates the fitness equipment, the building and especially all of the electronics (i.e. phones, computers, copies, and fitness equipment computers).

PREVIOUS LEGISLATIVE ACTION

none

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

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

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

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

010-3991-9910	Fund Balance Appropriated	\$20,922
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts indicated to repair the Aquatic Center's Dectron unit:

010-6126-1500	Maintenance/repair	\$20,922
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Adopted this the 14th day of September, 2020.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council
From: Kristi Roberson, Parks and Recreation Director
Date: September 14, 2020
Subject: Budget Ordinance Amendment – 2020 CWRAR Grant
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment to execute the 2020 Community Waste Reduction and Recycling Grant award.

BACKGROUND AND FINDINGS:

The North Carolina Department of Environmental Quality has awarded the City of Washington a total of \$24,000.00 in grant funds with a cash match of \$5,601 to purchase recycling receptacles and recycling signage. The purchased items will be placed at Festival Park, Susiegray McConnell Sports Complex, and participating Beaufort County Schools. The purpose of this project is to promote proper recycling. This agreement is effective from 07/01/2020 to 06/30/2021, inclusive of those dates.

PREVIOUS LEGISLATIVE ACTION

None

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Amendment Ordinance
 Grant Contract No. 8177
 Beaufort County Schools Letter of Support

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

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

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

010-3991-9910	Fund Balance Appropriated	\$5,601
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts indicated for the local match of the recycling grant:

010-4400-9203	Transfer to Grant Funds	\$5,601
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Adopted this the 14th day of September, 2020.

MAYOR

ATTEST:

CITY CLERK

**A GRANT PROJECT ORDINANCE FOR
DEQ RECYCLING GRANT
Grant # 1364
CITY OF WASHINGTON, N.C.
FOR FISCAL YEAR 2020-2021**

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

Section 1. The project authorized is for the Department of Environmental Quality Recycling Grant.

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

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

120-4931-5601	Receptacles & Signage	\$29,601
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Section 4. The following revenue is anticipated to be available to complete this project:

120-3479-0521	DEQ Recycling Grant	\$24,000
120-3349-0800	Local Match	<u>5,601</u>
	Total	\$29,601

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

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

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

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

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

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

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

This the 14th day of September, 2020.

Mayor

Attest:

City Clerk

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***1364

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this **1st day of July 2020**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **CITY OF WASHINGTON** (the "Grantee"¹).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
 - e. Conflict of Interest Policy (Attachment E)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **07/01/2020** to **06/30/2021**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
 - e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
 - f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
 - i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.
- 6. Historically Underutilized Businesses.** Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

- 7. **Department's Duties.** The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
- 8. **Total Award Amount.** The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **TWENTY FOUR THOUSAND DOLLARS (\$24,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Appropriations	State	NA

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$24,000.00	1602	563962	6760

Grantee Matching Information:

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$5,601.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$5,601.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$29,601.00**.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
 - a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
 - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

14. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Berekia Divanga City of Washington 102 E. 2 nd St. Washington, NC 27889 Telephone: 252-975-9321 Email: bdivanga@washingtonnc.gov	Mel Gilles NC DEQ DEACS 1639 Mail Service Center Raleigh, NC 27699-1639 Telephone: 919-707-8140 Email: mel.gilles@ncdenr.gov

- 15. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
 - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18. Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended;
- Civil Rights Restoration Act of 1987, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Age Discrimination Act of 1975, as amended;
- Titles II and III of the Americans with Disabilities Act of 1990, as amended;
- Title IX of the Education Amendments of 1972, as amended;
- Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

GRANT CONTRACT NO. 8177
City of Washington 2020 CWRAR Grant

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

CITY OF WASHINGTON

By  _____
Grantee's Signature

Jonathon Russell City Manager

Printed Name and Title

City of Washington

Organization

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By  _____
Signature of Department Head or Authorized Agent

Tommy Kirby, Purchasing Director

Printed Name and Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

General Terms and Conditions Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance,** to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C.

G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

2020 Community Waste Reduction and Recycling Grant Program

REQUEST FOR PROPOSALS

N.C. Department of Environmental Quality
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals that request grant funding to help initiate or expand public waste reduction programs within the state. **Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DEACS by 5:00 p.m. on Thursday, February 20, 2020.** Please address any questions about this grant program to Sandy Skolochenko at (919) 707-8147, sandy.skolochenko@ncdenr.gov.

Community Waste Reduction and Recycling Grant Program Parameters:

The 2020 Community Waste Reduction and Recycling (CWRAR) Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or that increase public awareness of waste reduction and recycling. There are two categories of CWRAR Grants for 2020: Standard Project Grants and Priority Project Grants. Different levels of grant funding are available for each project category. See the Available Funding section for more information.

Standard Project Grants:

Standard Project Grants support a wide range of projects that increase and / or enhance public waste reduction and recycling. Standard Projects may include but are not limited to:

- Projects that significantly increase a community's overall diversion of materials from the solid waste stream;
- Projects that improve recycling program efficiency and/or cost effectiveness;
- Projects that increase the diversion of materials that are banned from disposal in North Carolina;
- Projects that implement new or expand existing curbside recycling programs or that help transition a curbside recycling program from collection using bins or blue-bags to a cart-based collection system;
- Projects that implement recycling programs for mercury-containing products such as fluorescent bulbs and mercury thermostats; or projects that implement new or expand existing permanent household hazardous waste (HHW) programs.
- Projects that implement education and outreach to reduce contamination in the recycling stream and improve material quality. If seeking funding for recycling education, please see additional provisions in the Special Requirements section.
- Projects that implement or expand public school recycling programs. If seeking funding for public school recycling, please see additional provisions in the Special Requirements section;
- Projects that increase the efficiency or effectiveness of public electronics recycling programs. If seeking funding for electronics recycling, please see additional provisions in the Special Requirements section.
- Projects that create or expand away-from-home recycling opportunities such as recycling infrastructure for parks, sports fields, streetscape / pedestrian recycling, and / or recycling at public venues. If seeking funding for away-from-home recycling, please see additional provisions in the Special Requirements section;

Priority Project Grants:

Priority Project Grants support investments in public recycling program areas that have been determined by the state recycling program to be of particular importance to growing and expanding efficient and effective waste reduction and recycling services throughout North Carolina.

Proposals that seek funding for the following Priority Projects are strongly encouraged:

- Projects that fund outreach enforcement efforts (e.g., tagging program) to reduce contamination in the recycling stream and improve material quality. If seeking funding for educational enforcement efforts, please see additional provisions in the Special Requirements section.
- Projects that implement or expand recycling programs to collect and manage food waste from residential or commercial sources.
- Projects that implement or expand Construction and Demolition recycling efforts to divert materials such as concrete, unpainted/untreated wood, asphalt (from roads and shingles), gypsum, metals, brick, glass, plastics, carpet, or salvaged building materials from landfill disposal.

Available Funding:

Grant Award Amounts:

- **Standard Project:** Applicants are eligible for a Standard Project grant award of up to **\$30,000**.
- **Priority Project:** Applicants are eligible for a Priority Project grant award of up to **\$40,000**.

Communities preparing proposals for a 2020 CWRAR Grant are strongly encouraged to contact Sandy Skolochenko at (919) 707-8147, sandy.skolochenko@ncdenr.gov or Mel Gilles (for education and outreach projects) at (919) 707-8127, mel.gilles@ncdenr.gov. These staff are available to discuss potential grant projects and provide technical assistance and advice prior to submitting a grant proposal.

Cash Match Requirement:

Required Cash Match: CWRAR grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee requesting a \$20,000 grant must match at least \$4,000 with local funds for a total project cost of \$24,000.

Calculating Cash Match: To determine the necessary cash match for any grant project, first determine the total budget associated with the project and then use the following equation: $\text{total project budget} \div 6 = \text{required cash match}$.

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

Grant Project Planning:

Available funding is limited and it is anticipated that the 2020 CWRAR Grant Round will be highly competitive. For this reason, it is important that project seeking grant funding be well thought out and well planned, and that applicants follow the instructions in this RFP when preparing proposals by providing all information as outlined in the Required Proposal Format section. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

Use of Grant Funds:

Examples of **approved uses** of CWRAR Grant funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, key recycling program components, public awareness programs and materials that support public education such as signs or brochures.

Grant funds **MAY NOT** be used include employee salaries, land acquisition costs, administrative expenses such as overhead, utility costs, studies or work performed by consultants, contracted collection costs, and / or payment for other contracted recycling services such as payment to a vendor for operating a household hazardous waste collection event.

If you have questions about eligible uses of grant funds, please contact Sandy Skolochenko at (919)-707-8147 or sandy.skolochenko@ncdenr.gov for more information.

Eligible Entities:

- Local governments, defined as counties, municipalities, councils of governments and solid waste authorities in North Carolina, are eligible to apply for funding from the CWRAR Grant Program.
- Former grantees are eligible to apply. Applicants with an **open 2019 CWRAR Grant contract** must have invoiced for 90% of eligible grant funds by the proposal due date (February 20, 2020). Proposals **will not** be accepted from applicants with an open CWRAR Grant from cycles prior to 2019.
- Federal and state agencies **are not eligible** for funding through this grant program.
- Public universities, community colleges and private colleges and universities **are not eligible** for funding through this grant program.
- Not-for-profit entities **are not eligible** for funding through this grant program; however, these entities are eligible for funding through the Recycling Business Development Grant Round. Contact Sandy Skolochenko at (919) 707-8147 or sandy.skolochenko@ncdenr.gov for more information.
- Public school systems and individual public schools **are not eligible** to apply directly for funding through this grant program. **However**, local governments (counties or municipalities) may apply for funding to support public school recycling projects - see Special Requirements section below.

Conditions on Submittals:

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.** Grant proposals may combine funding requests for multiple types of projects into one proposal. The available funding limits still apply and total request may not exceed the grant award amounts noted in the Available Funding section.
- Multi-party initiatives such as joint projects involving two or more local governments where each local government contributes towards project funding are strongly encouraged. Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have an outstanding Notice of Violation (NOV) related to North Carolina solid waste statutes and rules. Any outstanding NOV's must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOV's are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOV's have been corrected before a grant contract can be initiated.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.
- As a condition of grant award, DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Initial proposals must be received by the due date. Changes to proposals may include adjustments to project scope, project budget, project timeline and / or other elements of the proposal. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.
- The annual CWRAR Grant cycle typically receives funding requests that exceed available funds. However, it is a priority for DEACS to support as many qualifying projects as possible. After close examination of funding requests and subject to agreement with the applicant, DEACS may award

grant amounts lower than the original request. For any amount awarded, grantees must still provide the required cash match as explained in the Cash Match Requirement section.

General Requirements:

General requirements for all applicants:

- Usage of N.C. Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to G.S. § 105-187.63, these funds must be used by a city or county solely for solid waste management programs and services. CWRAR Grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants should describe how disposal tax funds are utilized and whether proceeds will be used to supply matching funds.
- Public Building Recycling Services: CWRAR Grants will not be awarded to applicants that do not have recycling services for cans, bottles and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of government business. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: G.S. § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services. For more information about these requirements and / or for assistance implementing a mercury products recycling program please contact Sandy Skolochenko at 919-707-8147, sandy.skolochenko@ncdenr.gov

Special Requirements:

Applicants seeking funding for recycling education, public school recycling, away-from-home recycling and/or electronics recycling **MUST** address the following Special Requirement(s) in their submitted proposal.

- **Special Requirements for Recycling Education/Enforcement Projects:** Applicants should contact DEACS Recycling Outreach Specialist, Mel Gilles at (919) 707-8127, mel.gilles@ncdenr.gov, to discuss project before applying.
 1. Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated). If the grant application is for regional outreach materials, all local governments or entities participating must agree on a common list of materials for recycling and provide that common accepted list with the grant application.
 2. If the grant application is for regional outreach materials, a letter of agreement and support must be provided by each local government or entity participating in the proposed grant project. Each participating entity should establish and provide a designated recycling contact for project coordination.
 3. Identify the primary message of the outreach effort.
 4. Indicate whether you will be using your own design or if you will be using DEACS customizable design services. <https://deq.nc.gov/conservation/recycling/general-recycling-information/customized-outreach-materials>
 5. Supply mock-ups or example graphics for the outreach materials, enforcement tags, or ads. Are your materials dependent on words or images?

6. If the grant is awarded:
 - Discuss the material design with your assigned DEACS grant manager as soon as possible to ensure clear communication about the project content and timing.
 - Documents must be submitted for review prior to printing or execution. Reviews may take up to two weeks, so plan accordingly and submit well in advance of printing (not days before going to print). It is often helpful to submit an initial draft for early feedback.
 - Post your community's accepted recyclables list online.
 - Program changes can affect the grant and messaging. Inform DEACS immediately if program changes occur to determine if a contract amendment is needed.
- **Special Requirements for Public School Recycling Projects:** Local governments may apply for funding to support public school recycling projects, but **must** provide the supplemental information outlined below to ensure that all necessary school recycling program elements are addressed and to help demonstrate project planning. This is a competitive grant program and projects that institute or expand a system-wide school recycling program will compete better than projects that only serve an individual school. Eligible grant projects may seek funding for equipment (such as bins and roll carts) and/or education materials. As with other CWRAR projects, administrative expenses, staff salaries and contract collection costs are not eligible for grant funding nor can they be used as matching funds. If a public school system will be contributing funds towards the implementation of a recycling grant project, these funds should be paid to the state grantee in order to ensure that the state grantee makes the purchases associated with the grant project. All purchases associated with a grant project must be made by the grantee. Purchases made directly by a public school system shall not be eligible for reimbursement. Please contact Mel Gilles at 919-707-8127, mel.gilles@ncdenr.gov for information or assistance with public school recycling projects.

School Recycling Supplemental Requirements:

1. Describe the existing school recycling program (if any) that is available in the school system associated with the grant project. The description should include the following items:
 - Indicate whether recycling service is available to *all* schools within the district or only to certain schools within the district.
 - If recycling collection presently exists or if this project implements a new school recycling service, then please indicate the recycling service provider (e.g. indicate whether the collection of recyclables is provided by public school system employees, by a specific local government, or through a contracted or third-party service provider).
 - Provide a list of the recyclable materials accepted by the program and indicate how the materials are to be collected (single stream, dual stream, source separated).
 - Indicate where the recyclables are going after they are collected (provide the name of the materials processor).
2. List all of the public agencies and/or departments that collaborate to assist with or operate the school recycling program and list the role of each entity. Examples could include the local educational authority (school district), municipal and/or county solid waste management departments. Ideally, a holistic school system recycling program should include cooperation between the community's public recycling program and the public school system.
3. If a system-wide school recycling program is in place, explain if and how this grant will expand recycling throughout the school system and note whether this grant project is part of a phased plan.
4. A designated recycling contact should be established for each school facility participating in the recycling program. Examples of designated contacts might include school facility manager, head custodian, the faculty coordinator or leader of a group or club, the principal,

or school administrator. Please provide a list of schools to be served by this project and the designated recycling contact for each school including the name and title of the designated contact.

5. Indicate the locations where recycling containers are or will be placed at the school facilities (e.g. classrooms, cafeterias, hallways, athletic fields, administrative offices, library, copy rooms, etc.).
6. Indicate who will be responsible for emptying the recycling containers (e.g. custodian / cleaning staff, teachers, students, student groups, etc.).
7. Provide a plan for promoting recycling within the schools impacted by the grant project as well as a plan for educating staff and students about the program.

- **Electronics Recycling Projects:** Any community seeking grant funds related to an electronics recycling related project must indicate in their proposal whether the local government has ever received funds distributed from the State's Electronics Management Program. For more information on eligibility for Electronics Management Program Funds see this web site: <http://deq.nc.gov/about/divisions/waste-management/solid-waste-section/electronics-management/nc-local-governments-info-page>. If the local government has received Electronics Management Fund distributions in the past, then the applicant must include information in its proposal about how those funds have been used and about how the community intends to use the funds that will be distributed in February 2020 and February 2021.

Successful **county** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State's Electronics Management Program will be required to become eligible for Electronics Management Funds on or before December 31, 2020 as a precondition of receipt of CWRAR Grant funds.

Successful **municipal** applicants seeking grant funds to support an electronics recycling related project that **have not** previously been eligible for distributions from the State's Electronics Management Program must decide whether or not to make themselves eligible for Electronics Management Funds prior to the December 31, 2020 eligibility deadline. This decision should be made in consultation with the county where the municipality is located and should be based on how the distribution of funds can best serve the advancement of electronics recycling within the community. If it is determined that the municipality should seek Electronics Management Funds, the municipality should take action to become eligible for funds on or before December 31, 2020.

- **Away-From-Home Recycling Projects:** Grant funds for away-from-home recycling projects can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables, then the standard cash matching fund requirement will be adjusted so that the applicant (grantee) covers the full cost of the waste portion of the container with their matching funds. For example, if a community seeks to purchase a combo waste / recycling station that has one slot for garbage and one for recyclables and the receptacle costs \$1,000 then the applicant will be expected to provide a cash match equal to one half of the purchase price, or \$500. If seeking funding for an away-from-home recycling project, please indicate in the Special Requirements section of the proposal whether any of the equipment to be purchased will be used to collect waste materials that are intended to be disposed of in a landfill.

In addition, applicants for away-from-home related grant projects are strongly encouraged to specify which particular recycling receptacles are being considered for purchase as a part of their proposal. For assistance with and guidance on the selection of recycling receptacles, please contact Mel Gilles at 919-707-8127 or mel.gilles@ncdenr.gov.

Grant Project Period / Funding Period:

Successful grant applicants will be required to enter into a grant contract with the N.C. Department of Environmental Quality (DEQ). The resultant grant contract period is intended to align with the local government fiscal year and will generally have a one (1) year contract long term. Grantees must expend funds within the year-long contract period unless the grant contract end date is extended by written agreement between the applicant and the DEQ. Extensions are possible but not guaranteed. It is anticipated that grant contracts resulting from this grant cycle will begin on July 1, 2020 and end on June 30, 2021. **All purchases associated with grant funds must be made within the grant contract period. Any purchased made prior to the start of the grant contract or after the end date of the grant contract will not be eligible for reimbursement.**

Proposal Due Date:

Proposals **MUST** be received by DEACS by **5:00 p.m. on Thursday, February 20, 2020**. Any proposals received after the deadline will not be considered. Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline. **Late proposals will not be accepted.**

How to Submit Proposals:

One electronic copy of the proposal must be submitted by email to sandy.skolochenko@ncdenr.gov. Receipt of all acceptable proposals will be acknowledged by e-mail. ***If you do not receive a confirmation, contact Sandy Skolochenko at sandy.skolochenko@ncdenr.gov or 919-707-8147 as soon as possible.*** It is the responsibility of anyone submitting a proposal to contact DEACS if they do not receive a confirmation. No arrangements will be made for lost applications after the due date. Please submit electronic versions of proposals as Microsoft Word (preferred) or Adobe (PDF) files. If submittal of an electronic version of a grant proposal presents a hardship, please contact Sandy Skolochenko to discuss submittal options.

Required Proposal Format:

The following outline indicates what applicants **must** include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow the following format may not compete well and may not be considered for funding.

- Project Title
- Applicant Contact Information: to include the following:
 - ✓ Name and title of main contact
 - ✓ Organization
 - ✓ Address
 - ✓ Phone number
 - ✓ Fax number
 - ✓ E-mail address
- Date of Proposal Submittal: this should be the date the proposal is submitted to DEACS
- General Requirements: (see General Requirements section for more information)
 - ✓ Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.
 - ✓ Written statement indicating that the applicant has recycling services for cans, bottles and paper available at the key government buildings and a list of the materials collected.
 - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.
- Project Description: Provide responses to each of the following prompts below. Applicants are encouraged to provide a clear project description and consider the Award Criteria as they describe the project elements.

1. Describe the proposed project and identify specifically what items (and how many) you intend to purchase with grant funds.
(Planning: 0-20 points; Priority Project: 0-10 points)
 2. What is the anticipated service life for the items or materials to be purchased with grant funds? Estimate how long the project will continue to serve the community and how you will sustain the project after the grant ends.
(Planning: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)
 3. How does the proposed project address a specific recycling need for the community? Will the grant project will create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service?
(Demonstration of Need: 0-20 points)
 4. How many households or businesses will be impacted by or have access to the recycling services associated with the proposed project?
(Demonstration of Need: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)
 5. Estimate the number of tons of waste expected to be reduced annual as a result of the proposed project.
(Waste Reduction Impact: 0-25 points)
 6. Describe any partnerships associated with the proposed project. Please include documentation of support from any partner entities.
(Joint Effort: 0-5 points)
- **Special Requirements:** Proposals for recycling education, school recycling, electronics recycling or away-from-home recycling must include additional information as stipulated in the Special Requirements section.
 - **Project Timeline:** Bulleted list showing project milestones and general implementation dates. Timeline must begin on or after July 1, 2020 and project must be complete by June 30, 2021.
 - **Project Budget:** to include the following:
 - ✓ Itemized list of intended expenditures and estimated costs;
 - ✓ Total project cost with breakdown of funding requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);
 - ✓ Please submit the Project Budget in a table following the example shown below:

Project Elements	Estimated Cost		
Recycling Carts for Commercial Recycling Program	\$ 10,500		
Labels for Carts and Signs for Recycling Sites	\$ 900		
Program Brochures (Design and Printing)	\$ 600		
Project Budget	Total Project Cost	State Grant Award	Applicant Cash Match
Total	\$ 12,000	\$ 10,000	\$ 2,000

* Note about Project Budgets: state and local sales taxes **are not** reimbursable expenditures and should not be included as part of grant budgets.

Grant Selection Process:

Through a blind evaluation process, a selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements should be made by April 2020.

Award Criteria:

Applicants are encouraged to consider the following Award Criteria as they develop their grant proposals. A total of 100 points is available.

1. **Demonstration of Need (0-20 points):** Does the proposed project address a specific equipment, educational, or infrastructure need for the community?
2. **Planning (0-20 points):** Did the Project Description include all necessary elements as outlined in the Required Proposal Format? Is the proposal well thought out, well researched and backed by valid facts and assumptions? Is the project consistent with recycling industry Best Management Practices?
3. **Waste Reduction Impact (0-25 points):** Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services? Will the project improve the material quality in the recycling stream by reducing contaminants?
4. **Efficiency / Cost-effectiveness (0-20 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project increase the efficiency or effectiveness of an existing recycling service? Does the project reduce the operating cost of a current recycling service or does it adopt practices proven to be cost effective in other communities? Does the project make investments that will continue to serve the community for years to come?
5. **Joint Effort (0 or 5 points):** One-party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
6. **Priority Project★ (0-10 points):** Is the project seeking funding for a Priority Project Grant? To what extent does the project support investments in one of the Priority Project Grant categories?

If A Proposal is Selected for Funding:

DEACS anticipates that applicants selected to receive grant funding will be notified by the end of April 2020. DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer of grant funding is accepted:

- DEACS will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- When DEACS requires revisions to the initially submitted proposal as a condition of grant award, DEACS and the applicant must both agree on the revisions to the proposal and the applicant must approve any changes and accept the offered grant in writing. The Final Proposal will become an attachment to the grant contract. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will be required to register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system please visit the following link: <http://eprocurement.nc.gov/>.
- DEACS will submit a request through the DEQ contract processing system for a grant contract. Grantees must act to execute the resultant grant contract without excessive delay.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DEQ and the grant recipient will not be reimbursed.

Other General Terms and Conditions:

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications:** all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.
- **Final reports:** a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. All applicants are strongly encouraged to visit the

following web site to review the final reporting format and guidelines:

<https://deq.nc.gov/conservation/recycling/programs-offered/grants-local-governments>.

- **Extensions / Amendments:** no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date.
- **Reimbursement:** distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has completed purchases associated with the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. **State and local sales taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests.** The amount of actual grant payments may be prorated for projects and / or project elements that come in under budget.
- **Final 10 Percent of Funds:** DEACS will continue to reimburse grantees until 90 percent of the grant award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final report must be received and approved prior to the end date of the contract.

A Final Word on Grant Writing:

Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all of the required components of a proposal and if they follow the Required Proposal Format. Project Descriptions should be clear, concise, and should demonstrate thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence about the viability and feasibility of a proposal. Applicants with questions are encouraged to contact DEACS for more information.

2020 Community Waste Reduction and Recycling Grant Program

Request for Proposal

Project Title: City of Washington and Beaufort County Schools Recycling Improvement Project

Applicant Contact Information:

- Name and title of main contact: Berekia Divanga, Lead for North Carolina Fellow
- Organization: City of Washington
- Tax ID: 56-600-1364
- Address: 102 E. 2nd St, Washington, NC 27889
- Phone number: 252-975-9321
- Fax number: 252-946-1965
- E-mail address: bdivanga@washingtonnc.gov

Organization Primary Contact:

- City Manager: Jonathan Russell
- Phone number: 252-975-9319
- E-mail address: jrusselln@washingtonnc.gov

Date of Proposal Submittal: this should be the date the proposal is submitted to DEACS

- February 20, 2020

General Requirements:

Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.

- Pursuant to §160A-314.1 the City of Washington charges a fee for the collection and disposal of solid waste. All Solid Waste Disposal fees are used only for solid waste management purposes. A brief description of how proceeds are used is included below.

Public Works Director
Adam Waters
awaters@washingtonnc.gov
(252)-973-9332



Memorandum

To: NC DEQ- Solid Waste Division
From: Adam Waters, Public Works Director
Date: February 13, 2020










The City of Washington's Public Works Department oversees the operation of the City's Solid Waste Division. The Division operates as a separate Enterprise Fund within the City's budget. The Division charge's residential as well as commercial customers for this service. The revenue generated from these services are utilized to operate the Division throughout year. Some of these expenditures include, salaries and benefits, tipping fees, equipment maintenance, replacement and fuel, capital expenditures and administrative cost. The Fund operates on a balanced budget.

102 East Second Street/P.O. Box 1988, Washington, North Carolina 27889
(252) 975-9302 (Office)
www.washingtonnc.gov

- Written statement indicating that the applicant has recycling services for cans, bottles and paper available at the key government buildings and a list of the materials collected.
- The City of Washington’s Public Works Department provides recycling services to all residential and commercial buildings in the City, including key government buildings such as the Operations Center, Senior Center, Bobby Andrews Center, Aquatic Center, and City Hall. Accepted recyclables comprises newsprint, cardboard, paper & mail, plastic #2 HDPE, plastic #1 PETE, aluminum cans, glass, and steel cans.

**CITY OF WASHINGTON
ACCEPTABLE RECYCLING LIST**

The following items should be separated from your regular garbage for recycling pickup. The items can be commingled. If you have any questions or need additional information on the City of Washington's Recycling Program, please call the Public Works Department at 975-9302.

<p style="text-align: center;">NEWSPRINT</p> <p>Newspaper, Magazines, Comics, Fliers, & Inserts <i>No Books or large catalogs</i></p> 	<p style="text-align: center;">CARDBOARD</p> <p>Corrugated Cardboard Boxes and Brown Paper Bags <i>Please flatten & remove plastic or metal.</i></p> 	<p style="text-align: center;">PAPER & MAIL</p> <p>All White and Colored Paper, paper received in mail, school & office paper.</p> 
<p style="text-align: center;">PLASTIC #2 HDPE</p> <p>#2 Milk, Detergent, Bleach, & other Bottles & Jugs. Look for #2 on bottom of container. No motor oil or antifreeze container. No plastic grocery bags.</p> 	<p>REDUCE REUSE RECYCLE</p> 	<p style="text-align: center;">PLASTIC #1 PETE</p> <p>#1 Clear & Green Soda Bottles & Other Jars Look for #1 on bottom of container. No plastic grocery bags</p> 
<p style="text-align: center;">ALUMINUM</p> <p>Aluminum Beverage Cans-Beverage Cans ONLY. <i>No aluminum foils or pie pans.</i></p> 	<p style="text-align: center;">GLASS</p> <p>Clear, Brown, & Green Bottles & Jars. <i>No bulbs, ceramics or blue glass</i></p> 	<p style="text-align: center;">STEEL CANS</p> <p>Food Cans-Please rinse and leave labels on cans. <i>No aerosol or paint cans.</i></p> 

Let's make the City of Washington a "GREENER" place to live.
Do your part - Recycle today!!

Since the City of Washington began enforcing the items on our recycling list last summer, the City has some of the cleanest co-mingled material being delivered to ECVV. This is a statement that can be verified by ECVV.

□ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.

- A program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the City of Washington was established a few years ago. Although it was discontinued for a short time period, it has been reinstated as of February 2020.

□ Project Description:

1. Describe the proposed project and identify specifically what items (and how many) you intend to purchase with grant funds. (Planning: 0-20 points; Priority Project: 0-10 points)

- To reduce waste and increase tonnage recovered through recycling services, the City of Washington is considering purchasing recycling receptacles that will be placed in athletic fields, parks, facilities, and open spaces where a variety of well-attended programs and events are held.

As part of this project, we plan to purchase 3 Megabin Duramax Locking Stations, 94 Super Max A-Bins, and 20 packs of signs and labels. Descriptions for each bin model are included below. 25 Super Max A-Bins and 3 Megabin Duramax Locking Stations will be installed outdoors at Susiegray McConnell Sports Complex and Festival Park respectively. 69 Max A-Bins will be placed indoors and outdoors at various schools in the county. At each recycling station, the City will place signs and labels to encourage proper recycling. In addition, we will distribute [Recycling Simplified](#) educational materials as granted by Republic Services to Beaufort County Schools that have chosen to share this information with students and teachers.

MEGABIN® DURAMAX™ LOCKING STATION

ADVANCED DESIGN & PERFORMANCE
DON'T SETTLE FOR LESS

Optional Eye Level Signs
Ensure Proper Collection

No Touch Bezel or Hinging Flaps for Odor/Insect Shield

7 Lid Styles to Choose From

Duramax™ ABS Never Lost Hinged Lid

Hinging Steel Reinforced Handles

Color & Image Designation

Brushed Aluminum Will Not Rust

100 Gallon Total Capacity

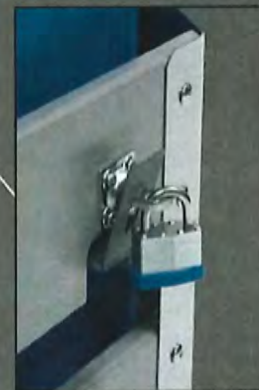
Base Anchors to Ground

Fade Resistant Coated Wood with Direct Print

Available in 5 Colors



Bins Attach & Lock to Frame



Available in 7 Lid Styles



Dimensions
55"H x 22" D x 47"W

ALSO AVAILABLE IN
3 BIN SYSTEM

(252) 623-2122 • (800) 910-4757
Copyright © 2018 . All rights reserved.

Recyclingbin.com™
Not Just Another Bucket™

For more info email cs@recyclingbin.com
Fax (252) 623-2127

Model #MDS2BF-1



SUPER MAX A-BIN™ RECYCLING BIN

ADVANCED DESIGN & PERFORMANCE
DON'T SETTLE FOR LESS



Use with 42 Gal Perfect Fit Liners
200 Pack - Model PABBG
50 Pack - Model PABBGD

(252) 623-2122 • (800) 910-4757
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 **Recyclingbin.com™**
Not Just Another Bucket™

For more info email cs@recyclingbin.com
Fax (252) 623-2127

Model #SAB02
17.5"W x 17.5"D x 40" H



US Patents: D601,321

2. What is the anticipated service life for the items or materials to be purchased with grant funds? Estimate how long the project will continue to serve the community and how you will sustain the project after the grant ends. (Planning: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)

- The anticipated service life for the receptacles to be purchased with grant funds varies, depending on the material used. All receptacles made of steel and aluminum have an indefinite service life, while those made of plastic polypropylene last 12 years or more depending on how and where they are used. Therefore, the Megabins and the Super Max A-Bins will last 12 years or more because they are made of both steel and plastic polypropylene parts. The Super Max A-Bins may last indefinitely if the City purchases replacements for all polypropylene plastic parts at the end of the latter's service life. Additionally, all items are environmentally-friendly as they are indefinitely recyclable.

3. How does the proposed project address a specific recycling need for the community? Will the grant project will create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service? (Demonstration of Need: 0-20 points)

- The comprehensive purpose of this project is to enhance community access to recycling receptacles to promote recycling and waste reduction at facilities where such materials are not presently available. Thousands of individuals visit the proposed sites for various organized events, sports games, and festivities. During these events, visitors consume numerous goods, mostly soft drinks, that have recyclable packaging. However, most of these recyclables eventually end up in landfills because there are no or very few recycling bins at and around those places. This project is an active step to address this issue.

4. How many households or businesses will be impacted by or have access to the recycling services associated with the proposed project? (Demonstration of Need: 0-20 points; Efficiency/Cost Effectiveness: 0-20 points)

- The proposed sites: Festival Park, Susiegray McConnell Sports Complex, and Beaufort County Schools are public open spaces available to tens of thousands of people throughout the year, including residents and nonresidents of the City. Consequently, the exact number of households and businesses expected to be impacted by this project may be difficult to measure. Annually, the Sports Complex receives approximately 10,400 visitors for our soccer and baseball leagues as well as district and state tournaments. As some of the City's biggest events and activities, such as Summer Festival and Smoke on the Water, are held at Festival Park, this project will have the strongest impact at this location. Over 59,000 visitors come to the park annually for these events and activities. Lastly, a total of 4,289 students attend the participating schools.

5. Estimate the number of tons of waste expected to be reduced annual as a result of the proposed project. (Waste Reduction Impact: 0-25 points)

- As a result of the proposed project, the City expects to reduce over five (5) tons of waste annually. This estimate was deducted from disposing of approximately 300 pounds of recyclables every week (60 five-pound bins per week), which totals to 7.8 tons in a year.

6. Describe any partnerships associated with the proposed project. Please include documentation of support from any partner entities. (Joint Effort: 0-5 points)

- The City of Washington is working in partnership with Beaufort County Schools for the purpose of this project.

Project Timeline: Bulleted list showing project milestones and general implementation dates. Timeline must begin on or after July 1, 2020 and project must be complete by June 30, 2021.

- Oct 2, 2020: Recycling receptacles installed and put into service
- Jun 30, 2021: Project complete and final report submitted

Project Milestones

- From July 1, 2020 – August 7, 2020, purchase of all items
- From August 10, 2020 – September 11, 2020, collection of all purchased items and distribution
- From September 14, 2020 – October 2, 2020, continued distribution and implementation
- From October 5 28, 2020 – January 8, 2021, observation of project success (tons recycled, contamination reduction, quality of items)
- From January 8, 2021 – January 29, 2021, analysis of observation
- From February 1, 2021 – February 19, 2021 make improvements to achieve desired outcome (change of bin and signage location)
- From February 22, 2021 – May 21, 2021, second observation period
- From May 24, 2021 – June 16, 2021, analysis of second observation period
- From June 17, 2021 – June 30, 2021, final changes

□ Project Budget: to include the following: Itemized list of intended expenditures and estimated costs; Total project cost with breakdown of funding requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements):

Project Elements & Quantity	Estimated Cost	State Grant Award	Applicant Cash Match
Recycling bins	\$ 27,542		
Combination Recycling/Trash bins*	\$ 1,290		
Signage*	\$ 769		
Total Project Budget	\$ 29,601	\$ 24,000	\$ 5,601

*Grant funds to be used for recycling portion of containers only. Washington will be responsible for the full cost of the trash portion for containers and signs.

Quote from Vendor (used for estimate purposes only):

Qty	Description	Base Amount ea	Custom Graphics	Total	Extended
3	Megabin 2 bin locking stations w/ 2 bins, duranax hinging ABS lids and Spring loaded can/bottle flaps.	\$430 ea		\$1290	\$1290
25	Supermax A Bins with Spring loaded flap.	\$208		\$293 ea.	\$7325
69	Supermax A Bins with Spring loaded flap.	\$208	+\$85 ea (9 versions of various quantities)	\$293 ea.	\$20217
20	Recycling signs new 4 color graphics Bilingual (5 per pack)	\$25.95		\$519	\$519
1	Art file sign set up fee. New signage.		\$250		\$250
Total					\$29,601

- Recyclable materials include newsprint, cardboard, paper, plastic, aluminum cans, and glass.

List all of the public agencies and/or departments that collaborate to assist with or operate the school recycling program and list the role of each entity.

- Beaufort County Schools collaborate with David's Trash Services Inc. to operate the school recycling program.

List all of the designated recycling contacts for each school facility participating in the recycling program

List of Schools served by this project	designated recycling contact: Name & Title	designated recycling contact: Contact Information	Project: Bins and/or Recycling Simplified Curriculum
Educational Technical Center	Principal Victoria Hamill	Email: vhamill@beaufort.k12.nc.us Phone: 252-946-5382	Bins and 6-12 Curriculum
Southside High School	Principal Rick Anderson	Email: randerson@beaufort.k12.nc.us Phone: 252-940-1881	Bins only
Washington High School	Principal Michael Swinson	Email: mswinson@beaufort.k12.nc.us Phone: 252-946-0858	Bins only
Northside High School	Principal Charles Clark	Email: cclark@beaufort.k12.nc.us Phone: 252-943-6341	Bins only
Northeast Elementary School	Principal Tremaine Young	Email: tyoung@beaufort.k12.nc.us Phone: 252-943-6545	Bins and k-2, 3-5 Curriculum
S.W. Snowden School	Principal Debra Windley	Email: dwindley@beaufort.k12.nc.us Phone: 252.322.5351	Bins and k-2, 3-5 Curriculum
Bath Elementary School	Principal Spencer Pake	Email: spake@beaufort.k12.nc.us Phone: 252-923-3251	Bins and k-2, 3-5 Curriculum
Eastern Elementary School	Principal Seth Smith	Email: sesmith@beaufort.k12.nc.us Phone: (252) 946-1611	Bins and PreK-1 Curriculum
J.C. Tayloe Elementary School	Principal Keith Mitchell	Email: kmitchel@beaufort.k12.nc.us Phone: 252-946-3350	Bins and 2-3 Curriculum

Indicate the locations where recycling containers are or will be placed at the school facilities

- Recycling containers will be placed both indoors and outdoors at the schools' cafeteria, library, sports fields, parking lots, and gymnasium.

Indicate who will be responsible for emptying the recycling containers

- The cleaning staff will be responsible for emptying the recycling containers.

Provide a plan for promoting recycling within the schools impacted by the grant project as well as a plan for educating staff and students about the program.

- To promote recycling within the schools impacted by the grant project, each school will receive signage for staff, students, and teachers to recycle properly. Additionally, most of the schools impacted by the grant will adopt the Recycling Simplified curriculum that teaches students and teachers how to recycle. There is a curriculum for each grade range.

Special Requirements for Away-From-Home Recycling Projects

The City of Washington will purchase 3 Megabin stations, which will include both recycling and waste receptacles and will be placed at Festival Park. The City will cover half of the cost of these combo stations; requested funds are only for recycling receptacles. All proposed sites where the Supermax A Bins will be placed already have waste bins.

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

Mayor
Mac Hodges

City Manager
Jonathan Russell



Washington City Council

Richard Brooks
Virginia Finnerty
Elizabeth A. Kane
William Pitt
Donald R. Sadler

Gifts, Favors, Conflicts of Interest

No official or employee of the city shall accept any gift, favor, or thing of value (more than \$50) that has the appearance of or may tend to influence such employee in the discharge of the employee's duties; or grant in the discharge of duty an improper favor, service or thing of value.

Employees are also expected to use good judgment to avoid actual or apparent conflicts of interests as well as any perception of impropriety or undue influence at all times with regard to their activities. Under no circumstances should a City employee use their position with the City to achieve personal economic or other gain to the detriment of the City or citizens of the City, whether during negotiations with the City, interactions with City personnel or otherwise.

Conflicts of Interest

No officer, department head, employee, or board or commission member shall make or participate in the making of any contract with the City in which he or she may be in any manner financially interested, directly or indirectly. Any such person who has such an interest in any proposed contract shall make known that interest and shall refrain from participation in the making of any such contract. The willful concealment of such a financial interest or the willful violation of this section shall constitute malfeasance in office or position, and any violator shall forfeit his office or position. Violation of this section with the knowledge express or implied of the person, firm, or corporation contracting with the City shall render the contract void.

Outside Employment

The work of the City shall have precedence over other employment interests of employees. In order to protect the interests of the employee and the City, all outside employment, whether for salaries, wages, commission, self-employment or otherwise must be reported in advance to the employee's department head (or in the case of a department head, to the City Manager). The department head, in consultation with the City Manager, will determine whether the outside work would create a conflict of interest or otherwise be incompatible with service to the City. Conflicting or unreported outside employment is grounds for disciplinary action, up to and including dismissal. Documentation of the approval will be placed in the employee's personnel file and must be updated and approved annually.



REQUEST FOR CITY COUNCIL ACTION

To: Members of City Council
From: Matt Rauschenbach/Admin. Services & Interim Electric Director
Date: August 14, 2020
Subject: Adopt PS Jones Memorial Park Grant Project Ordinance Amendment
Staff Presentation: Matt Rauschenbach

RECOMMENDATION:

I move that City Council adopt a Grant Project Ordinance Amendment to appropriate funding for PS Jones Memorial Park project.

BACKGROUND AND FINDINGS:

Previous Council action did not include appropriation of the City contribution portion of said project.

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
PSJM PARK PLAYGROUND
GRANT # 2020-075
CITY OF WASHINGTON, N.C.
FOR FISCAL YEAR 2020-2021**

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

Section 1. That the Estimated Revenues in the PSJM Park Playground Grant Project Fund be increased or decreased in the following accounts and amounts:

119-3980-1000	City of Washington	\$	130,000
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Section 2. That the following appropriation accounts in the PSJM Park Playground Grant Project Fund be increased or decreased by the following amounts to fund down payment for launches and boardwalk:

119-4932-4502	Construction	\$	130,000
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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 14th day of September, 2020.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR CITY COUNCIL ACTION

To: Members of City Council
From: Matt Rauschenbach/Admin. Services & Interim Electric Director
Date: August 9, 2020
Subject: Execute Coronavirus Relief Funds Contract & Adopt Budget Amendment
Staff Presentation:

RECOMMENDATION:

I move that City Council authorize the City Manager to execute a Coronavirus Relief Funds Contract with Beaufort County and adopt a budget ordinance amendment.

BACKGROUND AND FINDINGS:

The State of North Carolina received funds as part of the Coronavirus Relief Fund established under the federal CARES Act and North Carolina HB 1043/S.L. 2020-4 appropriated \$150 million of those funds to be distributed to county governments based on their population with each county receiving a base distribution of \$250,000. The distribution to Beaufort County was \$1,926,644 of which \$346,045.99 was allocated to the City of Washington for reimbursement of eligible expenditures.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Coronavirus Relief Funds Contract
Budget Ordinance Amendment

**Coronavirus Relief Funds Contract
Beaufort County – August 2020**

REIMBURSEMENT CONTRACT

NORTH CAROLINA
BEAUFORT COUNTY

THIS REIMBURSEMENT CONTRACT, made and entered into this ____ day of _____ 2020, by and between the County of Beaufort, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and the City of Washington, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Sub-Grantee");

WITNESSTH

WHEREAS, the State of North Carolina received funds as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act and North Carolina HB 1043/S.L. 2020-4 appropriated \$150 million of those funds to be distributed to county governments based on their population according to 2019 Vintage Year Census Bureau estimates with each county receiving a base distribution of \$250,000. Counties are allowed by HB 1043/S.L. 2020-4 to share these funds with municipalities in their county if the transfer qualifies as a necessary expenditure incurred due to the coronavirus public health emergency; and

WHEREAS, HB 1023 amended S.L. 2020-4 to appropriate an additional \$150 million of federal CARES Act funding for response to the coronavirus public health emergency and requires that 25% of the total appropriation (\$300 million) be distributed to municipalities, if the transfer qualifies as a necessary expenditure incurred due to the coronavirus public health emergency. The total revised distribution to Beaufort County is \$1,926,664; and

WHEREAS, local municipalities have incurred necessary expenditures due to the coronavirus emergency, and Beaufort County will distribute funds as sub-grants to these entities as required by the legislation. The distribution methodology sub-allocates the required 25% of total County received funds (\$481,666) to municipalities based on their population according to 2019 Vintage Year Census Bureau estimates; and

WHEREAS, the County and Grantee mutually desire to establish the means and method for the allocation of Grantee's portion of these funds through a reimbursement agreement contract.

NOW THEREFORE, in consideration of the promises and further consideration of the mutual agreements contained herein, as well as the financial consideration, the parties hereto agree as follows:

1. The Recitals set forth above, along with the definitions of certain terms are incorporated herein by reference as if fully restated.
2. Amount of Sub-Grant. The County shall provide Sub-Grantee a sub-grant in the maximum amount of \$346,045.99 based on the attached allocation spreadsheet.

**Coronavirus Relief Funds Contract
Beaufort County – August 2020**

3. Certification. Any sub-grant to be disbursed to Sub-Grantee will only be made as a reimbursement. Prior to any such disbursement, the Sub-Grantee shall make a report and certify to the County that the funds being reimbursed:

- Were necessary expenditures incurred due to the public health emergency with respect to Coronavirus Virus 2019 (COVID-19) and were not accounted for in the budget most recently approved by Sub-Grantee as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
- Were incurred during the period that began on March 1, 2020 and ends on December 30, 2020 in accordance with the budget proposal submitted to County by Sub-Grantee;
- Were spent in a manner consistent with terms for the CRF set forth by the North Carolina Pandemic Recovery Office and in accordance with all applicable State and federal laws; and;
- County reserves the right to reasonably request additional documentation to demonstrate compliance with the CARES Act and North Carolina Session Law 2020-4, the "2020 COVID-19 Recovery Act".

4. Reimbursement Process. Following receipt of the report and certification requesting reimbursement of the Sub-Grantee the County shall review for compliance. County will notify Sub-Grantee of its approval or denial within thirty (30) days of receipt of Certification and request for reimbursement. A denial will include a reasonable description of the reason for denial and offer an opportunity to cure any deficiencies. Approved reimbursements will be processed and disbursed by County to Sub-Grantee within thirty (30) days of approval.

5. Repayment of Appropriated Funds. Any funds appropriated by the County and distributed to the Sub-Grantee that are found to have been utilized by Grantee for uses in violation of CRF shall be repaid by Sub-Grantee to the County upon demand.

6. Maintain Records. The Sub-Grantee shall maintain records documenting each expenditure that is subject for reimbursement under CRF and will provide that documentation to the County upon request or make such documentation available should there be an audit of expenditures of these CARES Act sub-grant funds.

7. Failure to make Timely Reimbursement Requests. Funds must be used for eligible expenditures between March 1, 2020 and December 30, 2020 for purposes that were not accounted for in the Grantee's most recently approved budget as of March 27, 2020. Qualifying requests for reimbursements of sub-grant funds must be delivered to Beaufort County by not later than November 15, 2020. Any portion of the maximum amount of sub-grant funds listed as available for reimbursement uses by Sub-Grantee that are not properly and timely requested for disbursement by Sub-Grantee shall be retained by Beaufort County and may be expended by Beaufort County for any CARES Act eligible expenses as determined in its sole discretion.

MISCELLANEOUS

Governing Law. The parties intend that this Agreement shall be governed by the law of the State of North Carolina as follows:

**Coronavirus Relief Funds Contract
Beaufort County – August 2020**

Mediation

- Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Beaufort County Resident Superior Court Judge shall name a mediator to hear the matter.
- The parties shall equally share the mediator’s fee. The mediation shall be held in Washington, NC at a location designated by the mediator selected to hear the matter.

Legal Proceedings

- Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Washington, Beaufort County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Beaufort County, North Carolina.

Notices. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Sub-Grantee and the County listed below, or those other addresses of which either party gives the other party written notice:

If to Sub-Grantee, to: _____

If to the County, to: Brian Alligood, County Manager
Beaufort County
121 W. 3rd Street
Washington, NC 27889

With copy to: Anita Radcliffe, Finance Officer
Beaufort County
132 West 2nd Street
Washington, NC 27889

Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

Coronavirus Relief Funds Contract
Beaufort County – August 2020

Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

Severability. Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Time. Time is of the essence in this Agreement and each and all of its provisions.

Liability of Directors, Officers and Agents. No director, officer, agent or employee of the County or Sub-Grantee shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

Confidentiality. The County will keep confidential and will not disclose or publish any of Sub-Grantee's trade secrets as defined in Section 132-1.2(1) of the North Carolina General Statutes, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records Sub-Grantee or its representatives have provided or provide in the future relating to this Agreement or the project described in this Agreement, the County will give Sub-Grantee prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with Sub-Grantee (and, to the extent possible, give Sub-Grantee the opportunity to contest any disclosure of information or records Sub-Grantee believes should not be disclosed) before making any such disclosure.

E-Verify. Grantee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Counterparts. The individual signatories below have the expressed and implied authority on behalf of their respective Boards to execute this Agreement. The Parties may

**Coronavirus Relief Funds Contract
Beaufort County – August 2020**

execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

IN WITNESS WHEREOF, the parties hereto have caused this Reimbursement Agreement to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective organization.

City of Washington

County of Beaufort

By _____
(authorized signer)

By *Susan Allgood*
County Manager

Allocation Formula							
County Allocation	\$ 1,926,664	(base allocation of \$250,000 and then per capita based on 2019 Vintage Year Census Bureau estimates)					
	\$ (250,000)	less base allocation					
	<u>\$ 1,676,664</u>						
Total County Population	46,994						
	Pop.	% Pop.					
County Base Allocation	1		\$ 250,000				
Unincorporated County	33,775	71.87%	\$ 1,205,033	County	\$ 1,444,998.00		
Total County			\$ 1,455,033				
				% of Muni pop			
Town of Aurora	510	1.09%	\$ 18,196	3.86%	\$ 18,583.07		
Town of Bath	241	0.51%	\$ 8,598	1.82%	\$ 8,781.41		
Town of Belhaven	1,579	3.36%	\$ 56,336	11.94%	\$ 57,534.66		
Town of Chocowinity	788	1.68%	\$ 28,114	5.96%	\$ 28,712.67		
Town of Pantego	176	0.37%	\$ 6,279	1.33%	\$ 6,412.98		
City of Washington	9,497	20.21%	\$ 338,836	71.84%	\$ 346,045.99		
Town of Washington Park	428	0.91%	\$ 15,270	3.24%	\$ 15,595.21		
	total	46,994	100.00%	\$ 1,926,664	100.00%	\$ 481,666.00	Muni
				check	\$ 1,926,664.00		
Total Muni original			\$ 471,631				
minimum required by HB 1023			\$481,666				
Total muni pop	13,219						



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Matt Rauschenbach/ CFO, Assistant City Manager
Date: September 8, 2020
Subject: Approve Estuarium Flood Insurance Budget Ordinance Amendment
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council adopt a Budget Ordinance Amendment to fund a flood insurance policy for the Estuarium.

BACKGROUND AND FINDINGS:

Council approved flood insurance coverage for the Estuarium in prior years and this expenditure was not included in the current budget.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Budget Ordinance Amendment

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

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

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

010-3991-9910	Fund Balance Appropriated	\$4,208
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Section 2. That the following accounts of the General Fund appropriations budget be increased or decreased by the respective amounts indicated for the Estuarium's flood insurance policy:

010-4650-5406	Estuarium Insurance	\$4,208
---------------	---------------------	---------

Adopted this the 14th day of September, 2020.

MAYOR

ATTEST:

CITY CLERK

September 3, 2020

Mr. Donald Sadler, Mayor
Members of City Council
Washington, North Carolina

Dear Mayor and Members of City Council:

Subject: Permission to Apply for a Marker Grant

The purpose of this letter is to share grant information with the City Council of Washington, N.C. and receive approval to apply for a historic marker grant.

The grant is provided by the William G. Pomeroy Foundation, an organization committed to the preservation of community history and to the support for families facing a blood cancer diagnosis. Since 2006, this Foundation has funded over 1,100 signs in the U.S. There is no charge to the grantee (or the City where the sign is located) for the historic sign itself. There is a minimal charge (under \$100) for the installation of the sign, for which payment will be shared by the Historic Port of Washington Project and the Washington Waterfront Underground Railroad Museum, joint sponsors of this initiative. The person that we selected to highlight on the marker is Hull Anderson, the successful shipbuilder and landowner in 1800s Washington.

Our joint organizations believe that this historic marker will beautify the waterfront and attract tourists to our cherished city. More details are provided on page two.

The William G. Pomeroy Foundation requires permission from the City prior to awarding the historic community grant. Both Leesa Jones, Executive Director of the Washington Waterfront Underground Railroad Museum and Ray Midgett, President of the Historic Port of Washington will be attending the City Council Meeting on September 14 to answer questions.

We look forward to sharing additional information and gaining your approval during the next City Council meeting. We appreciate your support of this exciting opportunity as we are planning our grant application submission before the due date of October 2, 2020.

If you have questions, please contact Leesa Jones at leesawisdom@aol.com. Thank you!

Regards,

Leesa P. Jones
Executive Director
Washington Waterfront Underground Railroad Museum

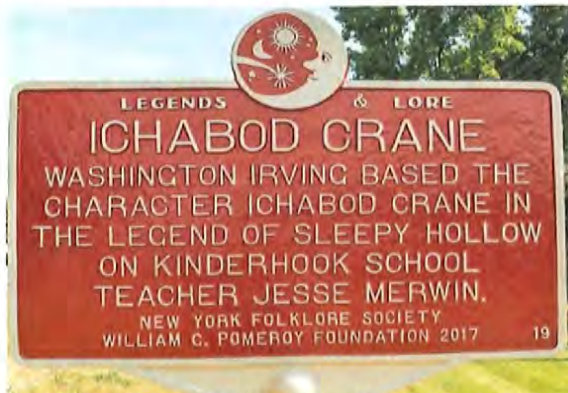
Ray Midgett
President
Historic Port of Washington Project

Attachment

Contact information:

William G. Pomeroy Foundation
492 E. Brighton Avenue, Syracuse, NY 13210
Phone: [315-913-4060](tel:315-913-4060)
Email: info@wgpfoundation.org
<https://www.wgpfoundation.org/>

Historic Marker Sample:



Marker Design Guidelines: The color of Legends & Lore markers are deep red with light beige lettering and border. Markers are 18" x 32" cast aluminum with a 7' aluminum pole. The title line allows 15 characters and the five body lines can have 27 characters each, including spaces and punctuation. The bottom lines will state: Historic Port of Washington and the Washington Waterfront Underground Railroad Museum. William G. Pomeroy Foundation 2020. Recommend the marker is ground in a 3-foot hole with cement.

Hull Anderson:



Hull Anderson, who acquired his shipbuilding skills as a slave, built a thriving shipyard in the early 1800s, just west of Bridge Street. (Matt Debnam/Daily News)



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Adam Waters, Public Works Director
Date: September 14, 2020
Subject: Amend Chapter 18, Section 132 – Loading and special purpose zones
Staff Presentation: Adam Waters

RECOMMENDATION:

I move Council adopt an ordinance to amend Chapter 18, Section 132 – Loading and special purpose zones in reference to the Loading zone request outlined in the attached ordinance, with an effective date of September 15, 2020.

BACKGROUND AND FINDINGS:

The Public Works Department received a request from the owner of Carryout by Chrislyn, Chrislyn Wedderien, to designate a loading zone in front of her business. The business currently has no dedicated parking and customers have to park on the street or in the parking lot across the street. Since the business is carry out, customers are parked for short durations and granting this request would help accommodate those customers.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

AN ORDINANCE TO AMEND CHAPTER 18, SECTION 132. LOADING AND
SPECIAL PURPOSE ZONES, OF THE WASHINGTON CITY CODE

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

Section 1. That Chapter 18 Section 18-132 Loading and special purpose zones, be amended to add the following;

Sec. 18-132– Loading and special purpose zones

One (1) zone in front of 128 E. 2nd Street

Section 2. All ordinances in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall be effective September 15, 2020

This the 14th day of September 2020.

Mayor

ATTEST:

City Clerk



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Kristi Roberson, Parks & Recreation Director
Date: Tuesday, September 08, 2020
Subject: Renaming of Festival Park
Staff Presentation: Kristi Roberson

RECOMMENDATION:

I move City Council approve the renaming of Festival Park to Mac Hodges Festival Park in memory of the late Mayor Mac Hodges.

BACKGROUND AND FINDINGS:

The City of Washington, Washington-Beaufort County Chamber of Commerce, Washington Tourism Development Authority and the Washington Harbor District Alliance have discussed renaming Festival Park in memory of Mac Hodges. After speaking to his family, they have suggested and we agree upon, Mac Hodges Festival Park. The name change has also been approved by the Parks and Recreation Trust Fund.

PREVIOUS LEGISLATIVE ACTION

none

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

none



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Matt Rauschenbach/ CFO, Assistant City Manager
Date: September 8, 2020
Subject: Mid-East Commission Grant Administration
Staff Presentation: N/A

RECOMMENDATION:

I move that City Council authorize the use of the Mid-East Commission to write and administer all of the City’s grants with the exception of those City staff will administer and aviation grants through Talbert and Bright.

BACKGROUND AND FINDINGS:

Excellent track record with Mid-East and they have assisted the City clean up poorly administered grants on more than one occasion.

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT

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

SUPPORTING DOCUMENTS

Grant Information From Mid-East Commission

CITY OF WASHINGTON
GRANT INFORMATION FROM MID-EAST COMMISSION

The Mid-East Commission has a longstanding working relationship with the City of Washington. The Commission writes and administers many types of Economic Development & Community Development grants. Usually, there is a fee to write and administer these, although some grants allow for both application preparation and administration to be paid from the grant. For grants that do not, the City or a business owner will typically pay those costs. Generally, if the City is receiving the benefit as in an infrastructure grant, the City will pay all of the application and administration costs. If the project will benefit a business owner, such as a Building Reuse grant, then the City usually requests the owner/developer to pay some, or all associated costs. The contract for writing and administering grants is always between the City and the Mid-East Commission. Grants that the business owner is paying some or all application and administration costs, the City will have a contract, or compensation agreement with the business owner agreeing that they will pay the City those costs. The City will then pay the Mid-East Commission with those funds.



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of the City Council
From: Jonathan Russell, City Manager
Date: September 9, 2020
Subject: Customer Service Switch Board & Facility Attendant
Applicant Presentation: N/A
Staff Presentation: N/A

RECOMMENDATION:

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

BACKGROUND AND FINDINGS:

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

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

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

PREVIOUS LEGISLATIVE ACTION

FISCAL IMPACT:

Will fund through current budget appropriation

SUPPORTING DOCUMENTS



REQUEST FOR CITY COUNCIL ACTION

To: Mayor Sadler & Members of City Council
From: Jonathan Russell, City Manager
Date: August 27, 2020
Subject: Personnel Policy Revision
Staff Presentation:

RECOMMENDATION:

I move that the City Council approve the attached revisions of the City of Washington Personnel Policy Article VII, Employee Benefits, Section 5 Retiree Insurance Benefits.

BACKGROUND AND FINDINGS:

The rising healthcare costs for retirees threaten their overall financial wellbeing. Most retirees live on a fixed income, and many of them don't have significant savings for retirement. Without careful planning, ballooning healthcare costs in retirement can leave retirees financially vulnerable. Retiree benefits can be an important source of coverage for people retiring before Medicare eligibility.

Current policy provides retiree insurance benefits with 30 years of service. Proposal would change the threshold to retiring with monthly benefit from the NC Local Government Retirement System and 10 years of service with the City. This benefit would be a great recruiting and retention tool by providing a benefit that could be used to recruit employees from private industry.

PREVIOUS LEGISLATIVE ACTION

N/A

FISCAL IMPACT

There are approximately 34 employees that would be eligible to retire in FY20/21. The cost per retiree is \$7,823 a year. The funding for this revision will be on the same pay as you go basis as our current plan.

SUPPORTING DOCUMENTATION

Proposed Personnel Policy Revisions

I. Section 5. Retiree Insurance Benefits

The City will continue to provide medical insurance for any full-time employee including the City Manager who

- Eligible to retire from the North Carolina Local Government Employees Retirement System (NCLGERS) and
- Ten (10) years or more of credible service with the City of Washington as recognized by (NCLGERS) and
- Must retire directly from the City of Washington and immediately begin receiving a monthly benefit from the NCLGERS.

Retiree medical insurance coverage continued under this policy shall be at the same share as provided for a regular employee until such employee becomes eligible for Medicare.

Retirees may have the option of purchasing dependent or family plan dental/vision and life insurance at their own expense provided it is allowed by the City's group policy carrier. Coverage will be continued under the type of coverage (individual, family) as was in effect immediately preceding retirement date. Retiree coverage must be selected within thirty (30) days of the effective date of retirement. Retirees and any dependents covered will be dropped from the insurance if their premium payments are one-month delinquent.

Disability Retirement

Medical insurance will be continued for two (2) years for an employee who retires on disability through the NCLGERS and has completed at least five (5) years of service with the City of Washington but does not qualify or pursue Social Security benefits. Medical insurance will be continued for employees who demonstrate that they have applied for Social Security disability benefits within one (1) month after NCLGERS disability retirement approval and are approved for Social Security disability within six (6) months. In such situations, coverage will continue until the retiree is eligible for Medicare (which at the time this policy was adopted, was twenty-four (24) months after disability benefits begin).

As with other benefits, the provision of and the terms of retiree insurance is subject to change at any time, with or without notice. The ability of the City to provide retiree coverage is further dependent upon budget appropriations from year to year and approval by the City Council.

Expansion Summary

<u>Expansion #</u>	<u>Expansion Request</u>	<u>Department</u>	<u>Amount</u>	
1	2.1% Cost of Living Adjustment	Finance	281,864	
2	2.1% or \$1,290 Cost of Living Adjustment	Finance	397,110	
3	Employee Holiday Gift	City Manager	6,989	
4	Reclassify HR Technician to HR Specialist	Human Resources	2,772	
5	HR Assistant Position	Human Resources	47,616	
6	Special Separation Allowance for Fire/EMS workers	Fire	-	
7	Separate Fire & EMS Staffing	Fire & EMS	937,472	
8	NCGS Chapter 160D Ordinance Update and UDO Creation	Planning	50,000	
11	Brown Library Expansion	Library	100,000	
12	Relocate House @ 411 W 2nd Street	Library	58,000	
13	Part Time Salaries for Bobby Andrews Rec. Center & Sports Complex	Parks & Recreation	1,600	
14	PT Custodian for Senior Center	Parks & Recreation	6,630	
15	Pt Recreation Maintenance Worker (seasonal)	Parks & Recreation	19,088	
16	2 Full Time Recreation Maintenance Workers	Parks & Recreation	78,520	
17	Expend Aquatic Center Operating Hours	Parks & Recreation	3,100	
18	Reclassify Engineering Tech. to Senior GIS/Engineering Specialist	PW Director	3,245	
20	Reclassify Cemetery Main. Worker I to Maintenance Worker III	Cemetery	1,373	
21	Dock Expansion II	Waterfront Docks	35,000	New
22	Hazard Pay II: 0.5% addition to COLA	Finance	61,103	New
23	Hazard Pay II: \$200 FT/\$75 PT	Finance	59,672	New
	Total		2,151,154	
Notes:				
9	City Wide Beautification Plan & Development	Planning	25,000	Removed
10	Inspections Software	Inspections	37,000	Removed
19	City Sidewalks	Public Works	200,000	FY 21 Budget

11

Request for Service Expansion

Title of Service Expansion: 2.1% Cost of Living Adjustment

Name of Department: Finance

Purpose and Justification: The Consumer Price Index for the Southeast Class B/C Region in December, 2018 was 2.1%. The cost includes a 2.1% COLA plus fringes.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel		
Operational	G/F Water Sewer Electric Airport Sanitation Cemetery Total	\$187,438 \$17,513 \$16,776 \$45,990 \$1,257 \$10,014 \$2,876 \$281,864
Capital Outlay		
Total Expenditures.	\$281,864	

Cost Savings: Insurance & Admin Charges		
Total Cost of Service Expansion	\$281,864	

Request for Service Expansion

Title of Service Expansion: Cost of Living Adjustment @ 2.1% or \$1,290

Name of Department: Finance

Purpose and Justification: The Consumer Price Index for the Southeast Class B/C Region in December, 2018 was 2.1%. Part time employees and employee's salary that are over \$61,429 will receive 2.1%. Employees' salaries less than \$61,429 and City Council will get a \$1,290 COLA. The cost includes COLA plus fringes.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel		
Operational	G/F Water Sewer Stormwater Electric Airport Sanitation Cemetery Total	\$254,067 \$23,731 \$25,082 \$9,077 \$59,105 \$1,948 \$18,626 \$5,474 \$397,110
Capital Outlay		
Total Expenditures	\$397,110	

Cost Savings: Insurance & Admin Charges		
Total Cost of Service Expansion	\$397,110	

Request for Service Expansion

Title of Service Expansion: Employee Holiday Gift

Name of Department: City Manager

Purpose and Justification: \$25 cash gift for full time employees

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel		
Operational	G/F Water Sewer Electric Airport Sanitation Cemetery Total	\$4,482 \$435 \$490 \$1,091 \$30 \$354 <u>\$107</u> \$6,989
Capital Outlay		
Total Expenditures	\$6,989	

Cost Savings: Insurance & Admin Charges		
Total Cost of Service Expansion	\$6,989	

4

Request for Service Expansion

Title of Service Expansion: Human Resources Technician reclassification

Name of Department: Administrative Services

Reclassification HR Technician to HR Specialist, grade 18

Purpose and Justification: If the HR Assistant position I requested is approved, this will provide an opportunity to expand the duties and responsibilities of the HR Technician to include the following; Manage the applicant tracking system (NEOGov) and job descriptions up-to-date. Develop proactive recruiting strategy, utilizing Facebook and marketing strategies. Conduct NEOGov training for new supervisors/managers. Coordinate volunteer program; including, developing job specifications; conducting recruitment and tracking and monitoring placements. Manage Family Medical Leave administration processes and communication. Perform bi-weekly audit for FML and attendance issues in Tyler. Process and audit monthly AUL bill to ensure accuracy. Manage and coordinate wellness programs (finance/retirement seminars, flu shots, biometric screening) develop and track wellness challenges/passport activities. Manage Performance Pro/Performance Management database. Respond to a variety of surveys and prepare for all required state and federal reports (EEO-4, Comp/Benefits Survey, etc.). Prepare retirement estimates and assists the HR Director in the completion of various benefit forms.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	Salary \$2,376 FICA (7.65%) 182 Retirement (9.02%) 214	
Operational		
Capital Outlay		
Total Expenditures	\$2,772	
Revenue to Offset Costs		
Total Cost of Service Expansion		

Request for Service Expansion

5

Title of Service Expansion: HR Assistant position needed in Human Resources Department.

Name of Department: Administrative Services

Purpose and Justification: Currently, the Human Resources Office is staffed with (3) full-time employees; Human Resource Technician, Risk & Safety Manager and Human Resource Director. The Human Resources Department is responsible for: recruitment & selection, benefits & wellness programs, onboarding, policies/procedures, performance management, rewards & compensation, record retention/file management, employee activities, supervisor training, employee development, worker's compensation, and safety & risk management programs. The workload far exceeds what can be accomplished efficiently and accurately by three full-time employees.

A request for a full-time HR Assistant, grade 15, is needed to perform a variety of administrative support functions so the HR staff can spend more time on value-added responsibilities such as; streamlining processes, review total compensation and benefits package, evaluated current vendors, update personnel policy, develop supervisor training, proactively recruit, perform internal compliance audits, and record retention/file management.

The HR Assistant will greet customers and answering the telephone, answer employee/customer questions regarding programs and procedures, creates and maintains personnel files; enter all new hires in Tyler and create new hire personnel/medical files. Prepare and process all Personnel Action Forms. Participate in special projects and provide administrative support to HR staff; process incoming and outgoing mail. Verification of employment inquiries, performs other duties as assigned.

	ESTIMATED COST/ (SAVINGS)		Detail Explanation/ Justification of Cost
Personnel	Salary	\$31,000	
	FICA (7.65%)	2,372	
	Retirement (9.02%)	2,796	
	Insurance	6,888	
	401k	120	
	Flex Funds	1,040	
	Wellness/Biometrics	900	
Operational	Desk/Phone/Chair/Computer	\$2,500	
Capital Outlay			
Total Expenditures		\$47,616	

Revenue to Offset Costs		
Total Cost of Service Expansion		

6

Request for Service Expansion

Title of Service Expansion: Special Separation Allowance for local firefighters and rescue squad workers.

Name of Department: Fire Department

Purpose and Justification: While all local government employees in the State of North Carolina are a part of NC Local Governmental Employees Retirement System (NCLGERS), the physical demands and work schedules of police officers and firefighters are significantly different than those of general government employees.

Since the 1980's, North Carolina General Statute 143-166.41 requires that local governments provide a special separation allowance for police officers. The intent is to help bridge the gap between the retirement date and eligibility to draw Social Security.

Although not mandated by General Statute, local governments may choose to provide this parallel option to their firefighters as well. Several local governments do this now and others are considering it. It will be an important component for recruitment of talent and it will also be a retention tool for existing personnel.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel		
Operational		
Capital Outlay		
Total Expenditures	No Funding needed until June 2029	The first current employee that will be eligible won't be until June 2029, estimate cost for the year \$13,000.

Revenue to offset Costs		
Total Cost of Service Expansion		

Special Separation Allowance:

A recommended ordinance for City of Washington to consider is below. It parallels other municipalities in North Carolina and is becoming recognized as best practice to acknowledge the difficult and complex work that firefighters provide and the physical and mental toll that work takes on firefighters over a thirty-year career.

Suggestion: City of Washington Special Separation Allowance for Firefighters

(a) As used in this section, the term "firefighter" means a person (i) who is a full-time paid employee of an employer that participates in the Local Governmental Employees' Retirement System, who is actively serving in a position with assigned primary duties and responsibilities for the education, prevention, detection, and suppression of fire.

(b) Every firefighter who qualifies under this section shall receive an annual separation allowance beginning in the month in which the firefighter retires on a basic service retirement under the provisions of G.S. 128-27(a). The annual separation allowance shall be equal to eighty-five hundredths percent (0.85%) of the annual equivalent of the base rate of compensation most recently applicable to the firefighter for each year of creditable service. The allowance shall be paid in equal installments on the payroll frequency used by City of Washington. To qualify for the allowance, the firefighter shall meet all of the following criteria:

(1) The firefighter has either (i) completed 30 or more years of creditable service or (ii) attained 60 years of age and completed 20 or more years of creditable service.

(2) The firefighter has not attained 62 years of age.

(3) The firefighter retired after July 1, 2020.

(4) The firefighter has served the previous five (5) years directly with the City of Washington local government (hence post July 1, 2020).

(c) As used in this section, "creditable service" means the service for which credit is allowed under the retirement system of which the firefighter is a member, provided that at least fifty percent (50%) of the service is as a firefighter as defined in section (a).

(d) Payment to a retired firefighter under the provisions of this section shall cease upon the earlier of following:

(1) The death of the firefighter.

(2) The last day of the month in which the firefighter attains 62 years of age

(3) The first day of reemployment by a local government employer in any capacity. Notwithstanding the provisions of subdivision (3) of this subsection, a local government employer may employ retired firefighters in a public safety position in a capacity not requiring participation in the Local Governmental Employees' Retirement System or an equivalent locally sponsored retirement plan, and doing so shall not cause payment to cease to those firefighters under the provisions of this section.

(e) The benefits payable under this section shall not be subject to any increases in salary or retirement allowances that may be authorized by local government employers or for retired employees of local governments.

7

Request for Service Expansion

Title of Service Expansion: Separate Fire and EMS Staffing

Name of Department: Fire & EMS

Purpose and Justification:

To attract and retain fire and EMS personnel, separate job responsibilities and functions are needed. Cross trained personnel will be eliminated as we move toward dedicated firemen and EMS personnel.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel		10 additional FTE operating one EMS vehicle on a 24 hour/48 hour rotation
Operational		
Capital Outlay		
Total Expenditures	\$937,472	

Revenue to Offset Costs	0	
Total Cost of Service Expansion	\$937,472	

Fire/EMS Scenarios

4/24/2020

Department	Proposed Budget	24 48 1 Truck	24 72 1 Truck	24 48 2 Truck	24 72 2 Truck
EMS	2,103,689	1,129,400	1,407,321	1,937,302	2,463,944
Fire	<u>1,080,637</u>	<u>2,992,398</u>	<u>2,992,398</u>	<u>2,992,398</u>	<u>2,992,398</u>
Total	3,184,326	4,121,798	4,399,719	4,929,700	5,456,342
vs current		937,472	1,215,393	1,745,374	2,272,016

EMS	Account Number	Description	Proposed Budget	24 48 1 Truck	24 72 1 Truck	24 48 2 Truck	24 72 2 Truck
Fund 10		GENERAL FUND					
Dept. 10-10-4341		EMS					
	10-10-4341-0200	SALARIES	1,295,787	550,000	720,000	1,070,000	1,390,000
	10-10-4341-0201	SALARIES OVERTIME	20,000	20,000	20,000	25,000	30,000
	10-10-4341-0202	SALARIES OVERTIME - SPECIAL EV	5,000	5,000	5,000	5,000	5,000
	10-10-4341-0205	SALARIES - LONGEVITY	5,606	5,606	5,606	5,606	5,606
	10-10-4341-0400	PROFESSIONAL SERVICES	2,062	5,000	15,000	10,000	23,000
		TB SCREENINGS , AUDIOGRAMS,-HEPATITIS SHOTS, FIT FOR DUTY PHYSICALS , CLIA CERTIFICATION , DHHS DRUG REGISTRATION RANDOM DRUG SCREENINGS					
	10-10-4341-0500	F.I.C.A. TAXES	102,438	39,283	51,068	78,565	102,135
		EMPLOYER'S SHARE OF SOCIAL SECURITY AND MEDICARE TAXES					
	10-10-4341-0600	GROUP INSURANCE	219,041	74,020	96,226	148,040	192,452
		EMPLOYER'S COST OF GROUP INSURANCE					
	10-10-4341-0700	RETIREMENT CONTRIBUTIONS	135,046	51,100	66,430	102,200	132,600
		EMPLOYER'S CONTRIBUTION TO RETIREMENT					
	10-10-4341-0701	401K CONTRIBUTIONS	35,343	13,500	17,550	27,000	35,100
		EMPLOYER'S CONTRIBUTION TO 401K					
	10-10-4341-1100	TELEPHONE	6,390	6,390	9,390	9,390	15,000
		OFFICE PHONES - CELL PHONES, WIRELESS HOT SPOTS, ACTIVE 911					
	10-10-4341-1200	PRINTING & PUBLISHING		1,000	1,000	1,000	2,000
		EMS FORMS					
	10-10-4341-1400	EMPLOYEE DEVELOPMENT	8,000	14,450	15,000	19,450	23,000
		EMS CONFERENCE, NFA PROGRAMS , PARAMEDIC COURSE BOOKS, PALS, ACLS, Anatomy and Physiology RESCUE OFFICER					
	10-10-4341-1600	MAINTENANCE & REPAIR OF EQUI	8,340	8,340	8,340	8,340	8,340
		POWER STRETCHERS SERVICE, CALIBRATION OF CARDIAC MONITORS, MAINTENANCE OF CARDIAC MONITORS,					
	10-10-4341-1602	MAINTENANCE/REPAIR RADIO	1,350	5,000	7,000	7,000	7,000
		REPLACEMENT BATTERIES, REPAIRS					
	10-10-4341-1700	MAINT/REPAIR VEHICLES	10,000	10,000	15,000	15,000	20,000
	10-10-4341-1705	VEHICLE FUEL	10,000	15,000	20,000	20,000	35,000
	10-10-4341-1800	MAINTENANCE/REPAIR BOAT	750	1,000	1,000	1,000	1,000
	10-10-4341-3300	DEPARTMENTAL SUPPLIES	2,000	3,000	5,000	5,000	7,000
	10-10-4341-3301	EMS MEDICAL SUPPLIES	60,000	60,000	60,000	60,000	60,000
	10-10-4341-3600	UNIFORMS	6,000	10,000	15,000	20,000	26,000

EMS		Proposed Budget	24 48 1 Truck	24 72 1 Truck	24 48 2 Truck	24 72 2 Truck
Account Number	Description					
10-10-4341-3601	SAFETY SHOES	1,800	3,000	5,000	6,000	10,000
10-10-4341-3602	SAFETY EQUIPMENT	5,025	10,000	15,000	20,000	30,000
	REFLECTIVE COATS, SAFETY VESTS, SAFETY GLASSES					
	HEARING PROTECTION, PFD VESTS DRY SUITS					
10-10-4341-4500	CONTRACT SERVICES EMS BILLING	50,000	50,000	50,000	50,000	50,000
10-10-4341-4505	EMS BAD DEBT COLLECTION	8,000	8,000	8,000	8,000	8,000
10-10-4341-5300	DUES & SUBSCRIPTIONS	1,410	1,410	1,410	1,410	1,410
	BC EMS ASSOCIATION, ECCISMA DUES,					
	NC ASSOCIATION OF RESCUE/EMS, DEX ADVERTISING					
10-10-4341-5400	INSURANCE PREMIUM	2,888	2,888	2,888	2,888	2,888
10-10-4341-5600	MATERIALS	4,500	4,500	4,500	4,500	4,500
	RESCUE EQUIPMENT, TOOLS,					
10-10-4341-7000	NONCAPITALIZED PURCHASES	3,000	3,000	3,000	3,000	3,000
	1 COMPUTER - \$2000					
	2 I-PADS WITH PROTECTIVE COVER - \$1,000					
10-10-4341-7400	CAPITAL OUTLAY					
	Power Stretcher	14,000	14,000	14,000	14,000	14,000
	Handheld Radios		55,000	70,000	110,000	140,000
10-10-4341-8600	VEHICLE REPLACEMENT FUND	79,913	79,913	79,913	79,913	79,913
TOTAL FOR DEPARTMENT	EMS BUDGET	2,103,689	1,129,400	1,407,321	1,937,302	2,463,944
	vs current		(974,290)	(696,368)	(166,387)	360,255

Fire		Proposed Budget	Stand Alone
Account Number	Description		
Fund 10 Dept. 10-10-4340	GENERAL FUND FIRE DEPARTMENT		
10-10-4340-0200 SALARIES 23%	SALARIES	392,956	1,648,722
10-10-4340-0201 OVERTIME	SALARIES OVERTIME	7,000	27,000
10-10-4340-0205 23% COST OF LONGEVITY	SALARIES - LONGEVITY	1,679	7,285
10-10-4340-0300	SALARIES - PART TIME	9,216	9,216
10-10-4340-0400 TB SCREENINGS, AUDIOGRAMS, HEPATITIS SHOTS, HEPATITIS TITERS RANDOM DRUG SCREENINGS, NEW FIREFIGHTER TESTING ANNUAL FIREFIGHTER PHYSICALS/PULMONARY TESTING, GRANT WRITING FEE	PROFESSIONAL SERVICES	8,307	12,864
10-10-4340-0500 EMPLOYER'S SHARE OF SOCIAL SECURITY AND MEDICARE TAXES	F.I.C.A. TAXES	31,834	133,211
10-10-4340-0600 EMPLOYER'S COST OF GROUP INSURANCE	GROUP INSURANCE	66,148	285,189
10-10-4340-0601 MEDICAL INSURANCE FOR 4 RETIREES	RETIREE INSURANCE	22,149	22,149
10-10-4340-0700 EMPLOYER'S CONTRIBUTION TO RETIREMENT	RETIREMENT CONTRIBUTIONS	41,047	172,003
10-10-4340-0701 EMPLOYER'S CONTRIBUTION TO 401K	401K CONTRIBUTIONS	10,557	45,900
10-10-4340-0702	VOLUNTEER PENSION FUND CONTRIBUTI	120	120
10-10-4340-1100 OFFICE PHONES - CELL PHONES	TELEPHONE	9,500	11,000
10-10-4340-1200 COPIER PAPER, INSPECTION FORMS	PRINTING & PUBLISHING	1,000	1,000
10-10-4340-1300 STATION 1 - \$19,500, STATION 2 - \$26,500	WATER & ELECTRIC SERVICES	46,000	46,000
10-10-4340-1301	HYDRANTS & WATER	15,000	15,000
10-10-4340-1400 COLLEGE CREDIT, ECFA FIRE SCHOOLS, NFA CLASSES, NC ARSON SCHOOL , CAR SEAT UPGRADE, NC FIRE PREVENTION SCHOOL CHIEF'S CONFERENCE PROBATIONARY FIRE INSPECTOR, FIRE INSPECTOR TESTING, NC BREATHING EQUIP. SCHOOL, NC FIRE CODE UPGRADE CLASS ASSESSMENT PROCESS EXPENSES,	EMPLOYEE DEVELOPMENT	17,260	19,260

Fire		Proposed Budget	Stand Alone
Account Number	Description		
POLICE/FIRE CROSS TRAINING			
10-10-4340-1500	MAINTENANCE & REPAIR OF BUILDINGS	-	122,000
BLDG. MAINTENANCE FOR STATIONS 1 & 2 - \$26,000			
STATION 1 IMPROVEMENTS - \$66,000			
STATION 2 AWNING- \$30,000			
10-10-4340-1600	MAINTENANCE & REPAIR OF EQUIPMENT	11,900	11,900
BREATHING AIR EQUIPMENT SERVICE & TESTING, SCBA FLOW TESTING, STATION 2 GENERATOR SERVICE, SCBA REPAIRS, SCBA FIT TESTING			
EXTRICATION EQUIPMENT ANNUAL SERVICE			
10-10-4340-1602	RADIO MAINTENANCE & REPAIR	9,700	9,700
MAINTENANCE CONTRACT, REPLACEMENT BATTERIES, REPROGRAMING COSTS			
MISC. REPAIRS & PARTS 6 Pagers			
10-10-4340-1604	MAINT/REPAIR OFFICE EQUIP	5,350	5,350
COPIERS & PRINTERS - STATIONS 1 & 2			
10-10-4340-1700	MAINT/REPAIR VEHICLES	39,500	39,500
LADDERS & AERIAL TRUCK TESTING, TIRES, GAUGES, VALVES, MISC. REPAIRS, ANNUAL SERVICE & PUMP TESTS			
10-10-4340-1705	VEHICLE FUEL	14,000	15,000
10-10-4340-2600	EMPLOYEE ADVERTISING	150	150
10-10-4340-3300	DEPARTMENTAL SUPPLIES	7,000	7,000
10-10-4340-3600	UNIFORMS	6,000	10,000
10-10-4340-3601	SAFETY SHOES	2,500	5,000
10-10-4340-3602	SAFETY EQUIPMENT	50,000	53,115
HELMETS, TURN OUT COATS, PANTS, BOOTS, EXTRICATION GLOVES			
FIRE GLOVES, SAFETY VESTS, HEARING PROTECTION, EXTRICATION GEAR			
10-10-4340-4500	CONTRACT SERVICES	4,500	4,500
EMERGENCY REPORTING FIRE SOFTWARE CONTRACT AND UPGRADE			
10-10-4340-5300	DUES & SUBSCRIPTIONS	2,630	2,630
NFPA, NC FIREMAN'S ASSOC., NCFA, BCFA			
NC FIRE MARSHAL ASSOC., NC FIRE CHIEF'S ASSOC., ECFA, NFPA CODE UPDATES			
NCIAAI, NC FIRE SERVICE INSTRUCTORS, DEX ADVERTISING			
10-10-4340-5400	INSURANCE PREMIUM	26,250	26,250
10-10-4340-5600	MATERIALS	18,000	21,000
NOZZLES, APPLIANCES, FOAM, FIRE HOSE, PALLET OF OIL DRY FLASHLIGHTS			
MISC. EQUIPMENT 3RD PARTY TESTING			
10-10-4340-5601	MATERIALS - PUBLIC EDUCATION	7,800	7,800
SPARKY SUIT \$4300			
10-10-4340-7000	NONCAPITALIZED PURCHASES	16,500	16,500
CHAIRS, PHYSICAL AGILITY TEST, TRUCK GRAPHICS			

Fire	Account Number	Description	Proposed Budget	Stand Alone
	10-10-4340-7400	CAPITAL OUTLAY		
	10-10-4340-8600	VEHICLE REPLACEMENT FUND	173,159	173,159
	10-10-4340-9800	VOLUNTEER EXPENSES	5,925	5,925
		TB SCREENING, BACKGROUND CHECKS, UNIFORMS, PULMONARY TESTS, DRUG SCREENING, FIRE GEAR		
	TOTAL FOR DEPARTMENT	FIRE DEPARTMENT BUDGET	1,080,637	2,992,398
		vs current		1,911,761

Request for Service Expansion

Title of Service Expansion: NCGS Chapter 160D Development Ordinance Update and UDO Creation

Name of Department: Development Services, Planning Department

Purpose and Justification:

In 2019 the North Carolina Legislature amended the enabling legislation for City and County's and created Chapter 160D of the NCGS. This amendment requires all local development ordinances to be amended to reflect the new State Statutes by January 1, 2021. Because of the complexity of these amendments Staff would like to hire a consultant to perform this task. The consultant would thoroughly analyze our current development ordinances and prepare updates based on the new State Statutes and any other required updates. During this effort staff would also like to create a Unified Development Ordinance which would combine all City development ordinances into one document.

	ESTIMATED COST / (SAVINGS)	Detail Explanation / Justification of Cost
Personnel		
Operational	\$50,000.00	In 2019 the North Carolina Legislature amended the enabling legislation for City and County's and created Chapter 160D of the NCGS. This amendment requires all local development ordinances to be amended to reflect the new State Statutes by January 1, 2021. Because of the complexity of these amendments Staff would like to hire a consultant to perform this task. The consultant would thoroughly analyze our current development ordinances and prepare updates based on the new State Statutes and any other required updates. During this effort staff would also like to create a Unified Development Ordinance which would combine all City development ordinances into one document.
Capital Outlay		
Total Expenditures	\$50,000.00	

Revenue to Offset Costs		
Total Cost of Service Expansion	\$50,000.00	

Request for Service Expansion

Title of Service Expansion: City Wide Beautification Plan & Implementation

Name of Department: Development Services, Planning Department

Purpose and Justification:

At the request of the City Manager, staff would like to hire a consultant to develop a Citywide Beautification Plan. The plan would include landscaping and other designs to enhance our major thoroughfares, entrances to the City, parks, public facilities and waterfront. Once the plan is created it would be implemented in phases as monies are available.

	ESTIMATED COST / (SAVINGS)	Detail Explanation / Justification of Cost
Personnel		
Operational	\$25,000.00	At the request of the City Manager, staff would like to hire a consultant to develop a Citywide Beautification Plan. The plan would include landscaping and other designs to enhance our major thoroughfares, entrances to the City, parks, public facilities and waterfront. Once the plan is created it would be implemented in phases as monies are available
Capital Outlay		
Total Expenditures	\$25,000.00	

Revenue to Offset Costs		
Total Cost of Service Expansion	\$25,000.00	

Request for Service Expansion

Title of Service Expansion: New Inspections Software

Name of Department: Development Services / Inspections Division

Purpose and Justification:

To keep up with new technology the Inspection Division has been trying to find better ways of using computer software to become more efficient. During this time the Inspections Division has added a public portal in November, 2019, for the public to obtain additional information concerning their inspection. Since the installation of the portal many issues have arisen for the public and for the inspections Department. After installation the software company has not been able to meet the needs of the public and the Inspections Department.

Due to this problem the Inspections Division has researched several software companies that would meet the needs of the City. These companies have presented solutions on what would be needed to make our department more efficient. One of the common points is the importance of a customer portal. This portal would enable customers to have the option to pay for permits online, see the inspection results and leave messages for the inspectors or permit tech. The portal would give the inspections the ability to use iPad's in the field to gather information concerning different projects and input inspection result on the job site.

There is also a Code Enforcement module which the Code Enforcement Officer would be able to pull information in the field, input information about the inspection and have a nuisance letter produced before returning back to the office. This way the code enforcement officer could spend more time in the field and be able to keep up with grass nuisance better.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel		
Operational	\$12,000	New Inspections, Code Enforcement and Residential Zoning Software
Capital Outlay	\$25,000	Setup and training for above referenced software.
Total Expenditures	\$37,000	

Revenue to Offset Costs		
Total Cost of Service Expansion	\$37,000	

(11)

Request for Service Expansion

Title of Service Expansion: Expansion of Brown Library

Name of Department: Community & Cultural Resources

Purpose and Justification: To increase the amount of funds directed to 70-90-3361-0000 for the expansion of the George H. & Laura E. Brown Library.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel		
Operational		
Capital Outlay	\$100,000	The completion of the Brown Library Strategic Plan and Space Needs Assessment project illuminated the need for renovation and expansion of the current facility. The library will need to expand its footprint and adapt to the evolving needs of our community members. Increasing this fund will inform key community members of our intent to follow through on the findings of the assessment so we may better serve our local residents.
Total Expenditures		

Revenue to offset Costs		
Total Cost of Service Expansion	\$100,000	

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Request for Service Expansion

Title of Service Expansion: Relocate House at 411 W. 2nd Street

Name of Department: Community & Cultural Resources – Brown Library

Purpose and Justification: Funds to relocate house at 411 West 2nd Street, Washington NC 27889

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel		
Operational		
Capital Outlay	\$58,000	To move house from current location for the future expansion of the library.
Total Expenditures		

Revenue to offset Costs		
Total Cost of Service Expansion	\$58,000	

Request for Service Expansion

Title of Service Expansion: Increase Part Time Salaries for 010-6121

Name of Department: CCS/Parks and Recreation

Purpose and Justification:

To cover additional staffing costs due to increased usage at the Bobby Andrews Recreation Center and Susiegray McConnell Sports Complex. These facilities have seen increased usage and expect even more usage that require facility staff to work: City Quarterly Supervisor meetings, Risk Management Trainings, League Meetings, Additional Leagues, School Facility Rentals, Other Rentals, Senior Center back up Staff, Rain location for Leagues and Rentals.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	\$2,500	Risk Management Trainings 66 hours. 4 Quarterly Supervisor Meetings 16 hours. Sr Center Activities 48 hours. League Meetings 12 hours. School Rentals 45 hours, Rain locations 12 hours. Other meetings and other proposed activities 12 hours.
Operational	\$600	Janitorial supplies
Capital Outlay		
Total Expenditures	\$3100	

Revenue to Offset Costs	\$1500	Rentals
Total Cost of Service Expansion	\$1,600	

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Request for Service Expansion

Title of Service Expansion: PT Custodian for Senior Center (010-6123)

Name of Department: CCS/Parks and Recreation

Purpose and Justification:

Reduce the need of a Full Time Maintenance Employee in the afternoons at the Senior Center. Allow FT employee to return to his duties within the Maintenance Department and hire a PT custodian to handle those jobs. Monday – Friday for 15 hours a week.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	\$6630	Vacuuming, dusting, mopping, cleaning restrooms, emptying trash, and assisting with the setup of tables and chairs for various meetings. 15 hours / week at \$8.50.
Operational		
Capital Outlay		
Total Expenditures	\$6630	

Revenue to Offset Costs	0	
Total Cost of Service Expansion	\$6630	

Request for Service Expansion

Title of Service Expansion: 1 Additional (Seasonal) Part Time Recreation Maintenance Worker

Name of Department: CCS/Parks and Recreation

Purpose and Justification:

The Recreation Department is charged with maintaining approximately 175 acres of public parkland and centers/offices. In addition to park space, we also maintain sidewalks and curbing throughout the City by weed eating, edging and spraying. Over the years, PT and FT staff have been reduced in numbers, while continuing to add park space, facilities and programs continue to expand.

We would like to request an additional PT employee to work March – November (estimated 40 weeks) for 40 hours per week at the McConnell Sports Complex. This individual would assist with mowing 6 baseball/softball fields, 8 soccer fields, emptying trashcans, cleaning 2 restroom facilities, edging sidewalks and maintaining the overall appearance of the Complex.

This would help to free up other staff to complete other tasks as mentioned in the previous Service Expansion request.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	\$19,088.00	1 employee. \$11.93/hour: 40 hours/week. 40 weeks.
Operational	\$0	
Capital Outlay		
Total Expenditures	\$19,088	

Revenue to Offset Costs	\$0	
Total Cost of Service Expansion	\$19088	

Request for Service Expansion

Title of Service Expansion: Two Additional Full Time Recreation Maintenance Workers

Name of Department: CCS/Parks and Recreation

Purpose and Justification:

The Recreation Department is charged with maintaining approximately 175 acres of public parkland and centers/offices. In addition to park space, we also maintain sidewalks and curbing throughout the City by weed eating, edging and spraying. Over the years, PT and FT staff have been reduced in numbers, while continuing to add park space and facilities.

Additional staffing would allow our department to create a mowing crew dedicated specifically to these grass areas from March – November. During the grass growing season, every park is mowed weekly and the McConnell Sports Complex is mowed twice a week. During the off season, they would assist other staff with work orders and required tasks from other divisions (Senior Center, Aquatics, & Events).

Adding 2 additional staff would free up our current Recreation Maintenance Workers to complete building maintenance (Peterson Building, BARC, Aquatic Center, Oakdale, Civic Center/Train Depot, Dock Station, 2 maintenance shops and 11 restrooms with 70 toilets) and other duties required (plumbing, irrigation, painting, carpentry, electrical work, equipment maintenance, monthly playground inspections, pump out station, landscaping and general repairs).

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	\$76,820	2 employees – Salary, FICA, Insurance, Retirement, Flex Funds, Biometric Incentive.
Operational	\$1700	Uniform Cost (\$190 x 2) Shoes (\$180 x 2 employees x 2/year) Edgers (2 x \$300)
Capital Outlay		
Total Expenditures	\$78,520	

Revenue to Offset Costs	\$0	
Total Cost of Service Expansion	\$78520	

Request for Service Expansion

Title of Service Expansion: Extend Aquatic Center Operating Hours

Name of Department: CCS/Parks and Recreation

Purpose and Justification:

The City Manager and front desk staff have received requests to extend our operating hours on Friday and Saturday. The facility would remain closed on Sunday. The expansion of hours would allow working individuals to utilize the facility 1 hour longer on Friday, as well as provide 2 additional hours on Saturday. Staffing would include front desk, head lifeguard and lifeguard.

Old Hours		Proposed New Hours
Friday:	6:00 AM – 6:00 PM	6:00 AM – 7:00 PM
Saturday:	10:00 AM – 4:00 PM	9:00 AM – 5:00 PM

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	\$5100	3 employees at 3 additional hours per week.
Operational		The operating costs are generally the same whether we are open or closed. We don't anticipate significant increases in operational costs.
Capital Outlay		
Total Expenditures	\$5100	

Revenue to Offset Costs	\$2000	Additional memberships \$1500 Additional rentals \$500
Total Cost of Service Expansion	\$3100	

Request for Service Expansion

18

Title of Service Expansion: Reclassify Current Engineering Technician to Senior GIS/Engineering Specialist, Grade 21

Name of Department: Public Works

Purpose and Justification: If the Senior GIS/Engineering Specialist position requested is approved, this will provide an opportunity to expand the duties and responsibilities of the Engineering Technician to include the following; Create data by properly interpreting paper maps, engineering drawings, photos, site plans and legal descriptions into digital layers, Maintain and update spatial and tabular databases for various map layers, Interpret and analyze aerial photography; rectify scanned images to digitize spatial data, Perform spatial analysis of various digital map data, Research county records, website, and any available information for data updates and maintenance, Use proper cartographic practices to create a variety of maps for internal and external customers, Meet with users to define data needs, project requirements, required outputs, or to develop applications, Conduct Research to locate and obtain existing databases, Gather, analyze, and integrate spatial data from staff and determine how best the information can be displayed using GIS, Compile geographic data from a variety of sources including censuses, field observation, satellite imagery, aerial photographs, and existing maps, Analyze spatial data for geographic statistics to incorporate into documents and reports, Design and update database, applying additional knowledge of spatial feature representations, Work independently with moderate supervision to produce Geographic Information System (GIS) graphic products and data reports and maintain and improve the City's GIS system, Serve as the in-house GIS resource for spatial data processing thematic mapping services, Work with Information Technology to update and expand software and hardware, Assist designated staffers with GIS activities; and perform other related tasks as assigned.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	Salary \$2,750 Fringes \$495	These added duties will help find properties and accounts that are incorrectly billed and will enable the City to more accurately collect revenue due.
Operational	\$0	
Capital Outlay	\$0	
Total Expenditures	\$3,245	

Revenue to Offset Costs		
Total Cost of Service Expansion	\$3,245	

Request for Service Expansion

Title of Service Expansion: Capital Project Fund – Sidewalks

Name of Department: Public Works

Purpose and Justification: Sidewalks throughout the city at locations to be determined

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	\$0	
Operational	\$0	
Capital Outlay	\$200,000	Sidewalks throughout the city at locations to be determined
Total Expenditures	\$ 200,000	

Revenue to Offset Costs		
Total Cost of Service Expansion	\$ 200,000	

20

Request for Service Expansion

Title of Service Expansion: Reclassify Current Cemetery Position
Maintenance I to Maintenance Worker III

Name of Department: Public Works Cemeteries

Purpose and Justification: In 2017 the Cemeteries Division lost a Public Works Supervisor position in the Cemeteries Division due to budget restraints. The General Services Superintendent supervises the Municipal Building and Cemeteries Divisions in Public Works. When the Superintendent is out on any type of leave or training, a current employee, a Maintenance Worker I, has taken on extra duties to greet the public and assist with locating, purchasing, collecting funds, and coordinating funerals with the families and/or funeral directors. This position also has been trained to assist with the HVAC system and other maintenance issues at the Municipal Building. This is not a request for a new position; however, it is a request to reclassify one of the two Maintenance Worker I's positions.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	\$1,372.15	Promote one of the two Maintenance Worker I's position from a pay grade 10 to a pay grade 12 (Difference in salaries for the promotion) Benefits (Difference in benefits for the promotion)
Operational	\$0	
Capital Outlay	\$0	
Total Expenditures		

Revenue to Offset Costs		
Total Cost of Service Expansion	\$ 1,372.15	

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Request for Service Expansion

Title of Service Expansion: Waterfront Day Dock Expansion

Name of Department: CCS/Waterfront Docks

Purpose and Justification:

This project will provide additional boating access for public use along the waterfront. Once completed there will be an additional 295 linear feet of alongside day boat docking area.

	ESTIMATED COST / (SAVINGS)	Detail Explanation / Justification of Cost
Personnel		
Operational		
Capital Outlay	\$35,000.00	This project will provide additional boating access for the public to dock their vessels and utilize the waterfront and downtown businesses. Currently \$58,000 is budgeted to go towards this project. Based on estimates to complete the project an additional \$35,000 is being requested for a total cost of \$93,000 This phase of waterfront dock expansions will encompass the construction of 4 new alongside day dock pier sections totaling 295 feet.
Total Expenditures	\$35,000.00	

Revenue to Offset Costs		
Total Cost of Service Expansion	\$35,000.00	

Request for Service Expansion

Title of Service Expansion: Hazard Pay II: 0.5% Addition to COLA

Name of Department: Finance

Purpose and Justification: COVID-19 Hazard pay for employees and Council Members

	ESTIMATED COST / (SAVINGS)	Detail Explanation / Justification of Cost
Personnel	\$61,103	Salaries and related fringes
Operational		
Capital Outlay		
Total Expenditures	\$61,103	

Revenue to Offset Costs		
Total Cost of Service Expansion		

23

Request for Service Expansion

Title of Service Expansion: Hazard Pay II: \$200 Full time/\$75 Part time

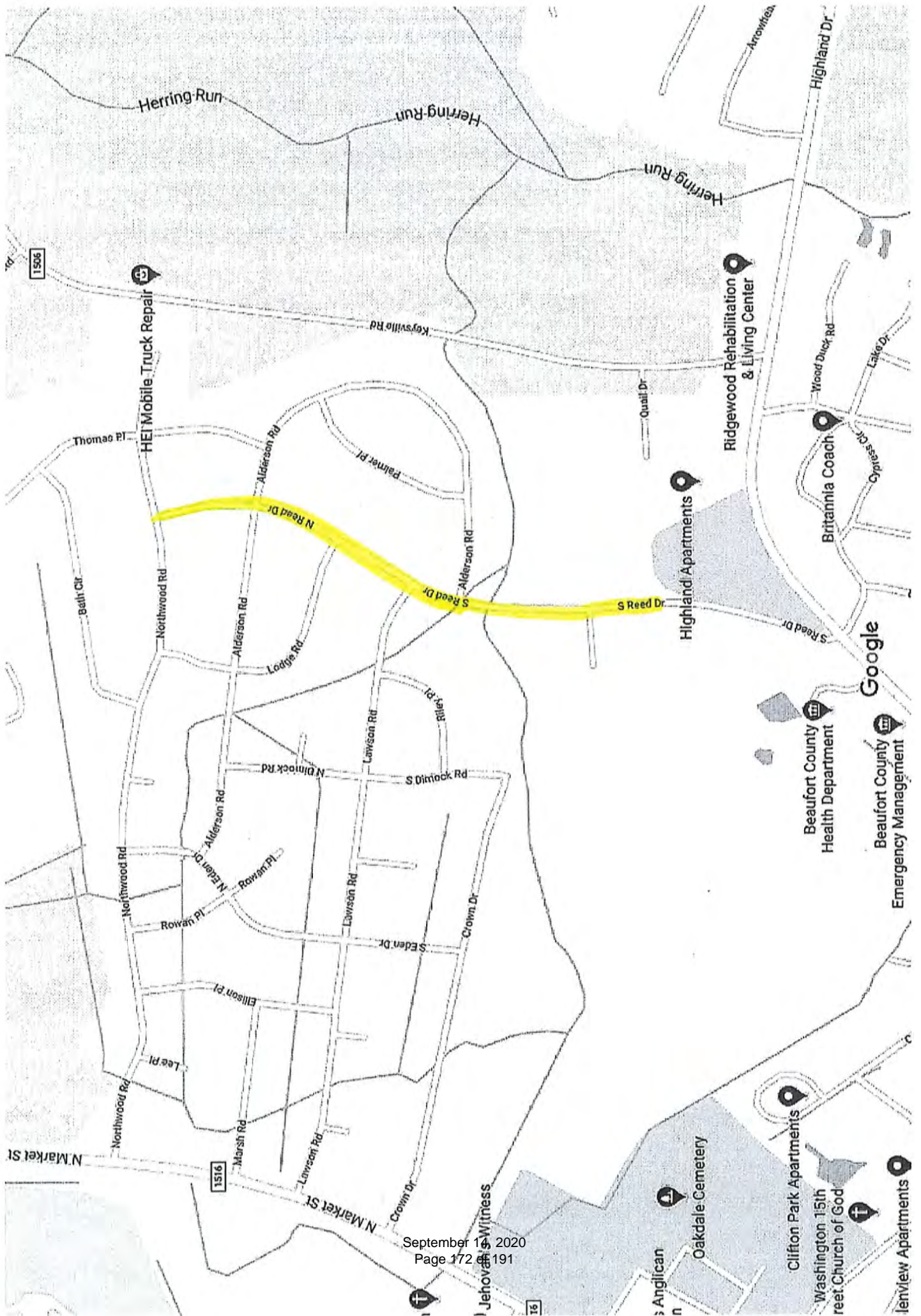
Name of Department: Finance

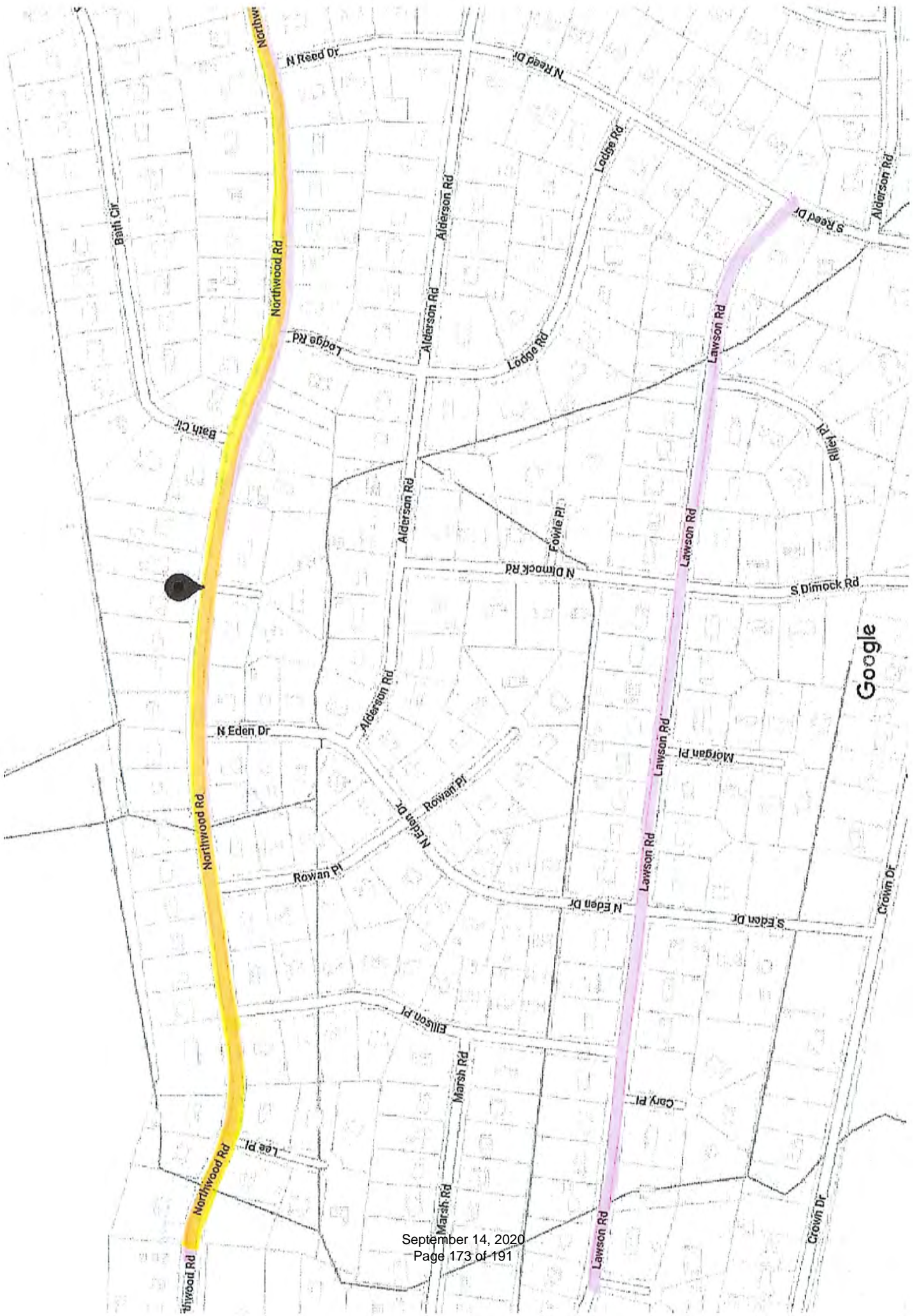
Purpose and Justification: COVID-19 Hazard pay for employees and Council Members

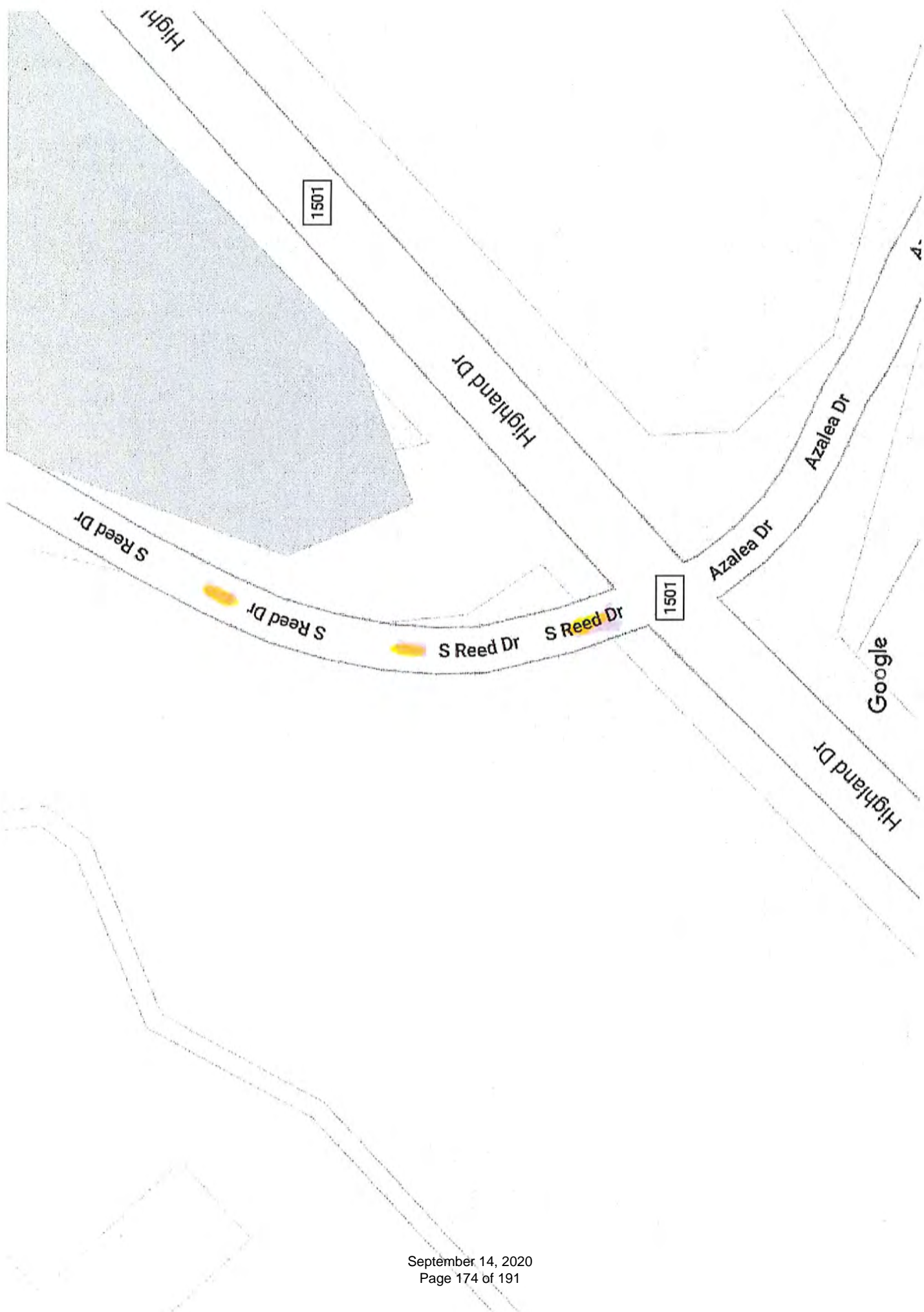
	ESTIMATED COST / (SAVINGS)	Detail Explanation / Justification of Cost
Personnel	\$59,672	Salaries and related fringes
Operational		
Capital Outlay		
Total Expenditures	\$59,672	

Revenue to Offset Costs		
Total Cost of Service Expansion		

Discussion –
Smallwood Traffic
Calming











Discussion – Electric Vehicle
Charging Stations ~
Councilmember Pitt



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Location Name	Location	Distance	Chargers	Network	Types	Restri
Greenville Nissan	991 Greenville Blvd SW Greenville, NC 27834	15.1 miles	Fast: 1	0	J1772 (/charger-type/j1772), CHADEMO (/charger-type/chademo)	
Holiday Inn Express - Tesla	840 US 64 Plymouth, NC 27962	28.1 miles	Fast: 8	Tesla (http://www.teslamotors.com/supercharger)	TESLA (/charger-type/tesla)	
The Aerie Bed and Breakfast - Tesla	509 Pollock St New Bern, NC 28562	33.7 miles		Tesla (http://www.teslamotors.com/supercharger)	TESLA (/charger-type/tesla)	
Hanna House Bed and Breakfast - Tesla	218 Pollock St New Bern, NC 28560	33.8 miles		Tesla (http://www.teslamotors.com/supercharger)	TESLA (/charger-type/tesla)	



Level 3 Public Chargers

Lastly, some public stations are level 3 chargers, also known as DCFC or DC Fast Chargers. These charging stations are the quickest way to charge a vehicle. Note that not every EV can charge at level 3 chargers.

Choosing the Right Level of Public Charging for Your Electric Car

First of all, we recommend you avoid level 1 charging stations. They are too slow and are not adapted to EV drivers' needs when they're traveling. If you want to charge in the fastest way possible, you should use a level 3 charger, as these charging stations will provide a lot of range to your EV in a short amount of time. However, charging at a DCFC station is only effective if your battery's state-of-charge (SOC) is below 80%. After that point, charging will slow down significantly. Therefore, once you reach 80% of charging, you should plug your car into a level 2 charger, since the last 20% of charging are as fast with a level 2 station than a level 3, but it is way cheaper. You can also continue your journey and charge your EV back to 80% at the next level 3 charger you meet on the road. If time is not a constraint and you're planning to stop several hours at a charger, you should opt for a level 2 which is slower but less expensive.



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Which Connectors Are Available for Public Charging?

Which Connectors are Available for Public Charging?

Level 1 and 2 Connectors

The most common connector is the **SAE J1772 EV plug**. All electric cars in Canada and in the US can charge using this plug, even Tesla cars as they come with an adapter. The J1772 connector is only available for level 1 and 2 charging.

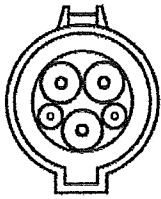
Level 3 Connectors

For fast charging, the **CHAdeMO** and **SAE Combo** (also called **CCS** for “Combo Charging System”) are the most used connectors by electric cars manufacturers.

These two connectors are not interchangeable, meaning a car with a CHAdeMO port cannot charge using an SAE Combo plug and vice versa. It’s kind of like a gas vehicle that can’t fill up at a diesel pump.

The third important connector is the one used by Teslas. That connector is used on level 2 and level 3 Supercharger Tesla charging stations and are only compatible with Tesla cars.

Connector types

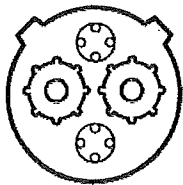


Connector: Port J1772

Level: 2

Compatibility: 100% of electric cars

Tesla: With adapter

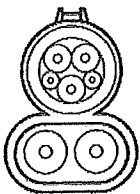


Connector: CHAdeMO

Level: 3

Compatibility: Check specifications of your EV

Tesla: With adapter



Connector: SAE Combo CCS

Level: 3

Compatibility: Check specifications of your EV

Tesla: No

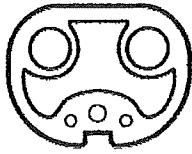


Connector: Tesla HPWC

Level: 2

Compatibility: Only Tesla

Tesla: Yes



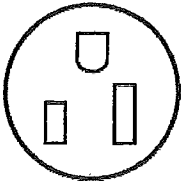
Connector: Tesla supercharger

Level: 3

Compatibility: Only Tesla

Tesla: Yes

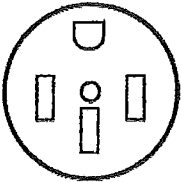
Wall Plugs



Wall Plug: Nema 515, Nema 520

Level: 1

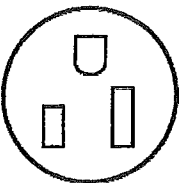
Compatibility: 100% of electric cars, Charger is required



Connector: Nema 1450 (RV plug)

Level: 2

Compatibility: 100% of electric cars, Charger is required



Connector: Nema 6-50

Level: 2

Compatibility: 100% of electric cars, Charger is required

Before driving to a charging station, it is important to know if your vehicle is compatible with the connectors available. This is especially important for non-Tesla DCFC stations. Some may have just a CHAdeMO connector, others just an SAE Combo CCS connector, and others will have both. Also, some vehicles, like the Chevrolet Volt - a plug-in hybrid electric vehicle, is not compatible for Level 3 stations. Make sure you know your vehicle compatibilities before planning a trip. With our charging map (</en/charging-stations-map.html>), you will be able to apply the right filters to only show chargers compatible with your electric car.



Electric Car Charging Station Network Operators

To be able to properly use public chargers, you'll have to learn which charging networks are available in your area. There are many different public charger operators across Canada and the United States. Most of them are specific to certain areas, but there can be several of them in the same area. There are two categories of station network operators:

Networked Smart Charging Stations

To use a networked charger, also known as smart public charging stations or connected stations, you must subscribe to the network. In most cases, registration is free and fees only apply when you use of their chargers, although some of them can be used free of charge. You'll need the RFID card or the mobile app of the network to activate and use the charger. SemaConnect stations can be activated directly from the ChargeHub app without any subscription needed.



ChargePoint

Membership Required

USA + Canada



Blink (CarCharging)

Membership Required

USA + Canada



SemaConnect / SemaCharge

Membership Required

Activate and pay directly from the ChargeHub app

USA + Canada



EVgo

Membership Required

USA

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[français \(/fr/guide-de-recharge-de-voiture-electrique.html\)](#)

[Embed the ChargeHub Map \(http://mogiletech.com/mapembed/\)](#)

[EV Charging Station Directory \(/en/list-of-countries.html\)](#)

[Home Charging Station - FAQ \(/en/charging-stations-faq.html\)](#)

Popular cities in Canada (/en/countries/canada.html)

[Montréal \(/en/countries/canada/quebec/montreal.html?city_id=315\)](#)

[Vancouver \(/en/countries/canada/british-columbia/vancouver.html?city_id=1329\)](#)

[Québec \(/en/countries/canada/quebec/quebec-city.html?city_id=1158\)](#)

Popular cities in U.S (/en/countries/united-states.html)

[Los Angeles \(/en/countries/united-states/california/los-angeles.html?city_id=301\)](#)

[San Francisco \(/en/countries/united-states/california/san-francisco.html?city_id=311\)](#)

[Portland \(/en/countries/united-states/oregon/portland.html?city_id=411\)](#)

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Charging at Home (/energy-education/energy-savings-and-efficiency/electric-vehicles/charging-your-ev/charging-at-home)



Charging on the Road (/energy-education/energy-savings-and-efficiency/electric-vehicles/charging-your-ev/charging-on-the-road)



Types of Chargers (/energy-education/energy-savings-and-efficiency/electric-vehicles/charging-your-ev/types-of-chargers)

Electric Vehicle Charging Overview

Electric vehicles (EVs) can travel farther than ever on a single charge. The range for EVs that are solely powered by battery is 150 to 370 miles without a recharge. Plug-in hybrid vehicles (PHEVs) can travel up to 53 miles on battery power and then switch over to its combustion engine to add additional range. Considering the average American drives approximately 37 miles per day, EVs and PHEVs are a reasonable option to consider.

Charging Protocol

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Electric Vehicles (/energy-education/energy-savings-and-efficiency/electric-vehicles)
Driving an EV means you'll have to plug in. There are different options for chargers and you have the option to charge at home, on the road or around town.



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Charging Networks

Check out these networks and apps before you hit the road so you're prepared on where to charge.

GREENLOTS	()	+
EVGO	()	+
ELECTRIFY AMERICA	()	+
CHARGEPOINT	()	+

Frequently Asked Questions

Do I need a charging station?

Most EVs can charge on a standard 120-volt outlet, so you may be able to use an existing outlet. The charge from this outlet is relatively slow, up to 6 miles per hour, so you may consider installing a 240-volt Level 2 charging station, which can charge your vehicle up to six times faster.

How long will it take to charge my EV?

It all depends on the type of vehicle you own, your driving habits, how much energy is stored in the battery and what type of charging system you have in place. Use our chart to see [how long](#)

How much will it cost to charge an EV? Will my electricity bill go up?

The cost of charging EVs depends on the size of the battery and how much electricity you use. For customers who drive less than 40 miles a day, at 11 cents per kilowatt-hour (the national average), it should cost less than \$1 to \$1.50 a day to fuel an EV. Your electric bill will likely go

Are there public charging stations in my area?

Very likely, yes. There are more than 20,000 public charging stations across the country and that number is growing. Source: <https://afdc.energy.gov/stations/#/find/nearest?>

Electric Vehicles (/energy-education/energy-savings-and-efficiency/electric-vehicles)



All EVs and associated batteries are tested by the National Highway Traffic Safety Administration (NHTSA) under extreme operating conditions to achieve the same high safety standards as

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Charging an Electric Car at Work

Workplace charging works very similarly to home charging. It is offered by an employer to their employees. The employees therefore have access to parking spaces with level 2 or level 1 charging stations during the day. Depending on your habits, charging at work could provide enough power for all of your travels.

The pros of workplace charging

A longer electric range

When combined with home charging, workplace charging can double your daily electric range. This is particularly interesting for plug-in hybrids, as you can use the electric motor for longer distances and therefore save money on fuel.

Level 2 charging allows you to charge faster, which is particularly interesting for part-time employees or for workplaces where employees are not in for the entire day.

Large Savings on Transportation Costs

The electricity costs of workplaces charging are often taken on by the employer, which means employees can charge at work for free. In other cases, the employer charges fees to use the charger, but the cost is usually lower than charging at a public charger.

Government Incentives for Workplace Chargers

In order to encourage employers to install charging stations for their employees, many governments have put in place programs that reduce purchasing and installation costs, as well as different advantages for the employer. However, many employers are unaware of the existence of these programs, and it falls on the shoulders of interested employees to talk to them about it.

- Quebec incentives for electric car home chargers
(<http://vehiculeselectriques.gouv.qc.ca/english/rabais/domicile/programme-remboursement-borne-recharge-domicile.asp>)
- British Columbia incentives for electric car home chargers
(<https://pluginbc.ca/incentives/charging-solutions/incentives/>) (the program is temporarily

suspensea)

- For the United States, we suggest you check your government website.

Now that you are more familiar with all types of charging for an electric car or plug-in hybrid, we suggest you read our guide on how to choose your level 2 home charger. Since 80% of your charging will be done at home, it's really important to choose a charging station that answers your needs.

HOW TO CHOOSE THE RIGHT CHARGER? (/EN/HOW-TO-CHOOSE-HOME-CHARGING-STATION.HTML)

Did you find this content useful? Share it with your friends who may want to find out more on how to charge an EV.

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[Contact Us](#)

(<https://chargehub.com/en/contact-us.html>)

Check out our other guides and resources on home charging

- [Do I need a home charger?](/en/charging-station-quiz.html) (/en/charging-station-quiz.html)
- [How to choose your charging station](/en/how-to-choose-home-charging-station.html) (/en/how-to-choose-home-charging-station.html)
- [Top 8 most popular charging stations in 2019](/en/home-charging-station-) (/en/home-charging-station-

comparison.html)

- [Incentives available in Canada for EV chargers \(/en/charging-stations-incentives-in-canada.html\)](/en/charging-stations-incentives-in-canada.html)
- [Find the best EVSE solution according to your EV or PHEV \(/en/find-the-right-charging-station-power.html\)](/en/find-the-right-charging-station-power.html)
- [FAQ - Charging stations \(/en/charging-stations-faq.html\)](/en/charging-stations-faq.html)
- [Subscribe to home charger promotions \(/en/charging-station-promo.html\)](/en/charging-station-promo.html)

Browse the chargers on the ChargeHub Store



Browse chargers (<https://can-store.chargehub.com/collections/home-charging-stations>)



Find Public Charging Stations Near You

Go to the ChargeHub Map (</en/charging-stations-map.html>)