

The Washington City Council met in regular session on Monday, December 10, 2007 at 4:30 p.m. in the Council Chambers at the Municipal Building. Present were: Judy Jennette, Mayor Pro tem; Darwin Woolard, Mayor Pro tem; Ed Gibson, Councilman; Mickey Gahagan, Councilman; Archie Jennings, Councilman; Richard Brooks, Councilman; Jim Smith, City Manager; Rita A. Thompson, City Clerk; and Franz Holscher, City Attorney.

Councilmembers-Elect present were: Doug Mercer and Gil Davis.

Also present were: Carol Williams, Finance Director; Jimmy Davis, Fire Chief; Gloria Moore, Library Director; Allen Lewis, Public Works Director; Bobby Roberson, Planning and Community Development Director; Philip Mobley, Parks & Recreation Director; Mick Reed, Police Chief; Susan Hodges, Human Resources Director; Keith Hardt, Electric Director; and Mike Voss, of the Washington Daily News.

Mayor Jennette called the meeting to order and Reverend Carter Askren, of Grace Lutheran Church delivered the invocation.

APPROVAL OF MINUTES

On motion of Councilman Gahagan, seconded by Mayor Pro tem Woolard, Council unanimously approved the minutes of November 13, 2007 and November 26, 2007.

PRESENTATION OF PLAQUES

Mayor Jennette gave a Certificate of Appreciation to Councilman Mickey Gahagan who served as a Councilmember and as Mayor for six months from 2003 to 2007. Mayor Jennette stated that Councilman Gahagan has done a wonderful job.

Mayor Jennette presented Councilman Gibson with the following proclamation:

PROCLAMATION HONORING A. EDGAR GIBSON

WHEREAS, A. Edgar "Ed" Gibson was born in Edison, Georgia as the son of a County agent, and moved to Greenville, N. C. where he graduated from Greenville High School; and

WHEREAS, Ed attended NC. State University and played football on a four year scholarship and blocked a punt that defeated Miami University 2-0 in the Orange Bowl Stadium; after which he graduated in Chemical Engineering and acquired a commission in the Navy; and

WHEREAS, In 1943, Ed married Virginia, his beloved wife and talented pianist, of sixty-four years; and

WHEREAS, Ed taught Bomb Disposal and Explosive Ordinance at American University in Washington, D.C.; and was assigned as Bomb Disposal Officer aboard the Carrier, USS Wake Island in the Pacific Theater during WWII; and

WHEREAS, Ed came to Washington in 1971 when he was employed at Texasgulf Chemicals (now PCS) to run the fertilizer department; and

WHEREAS, Ed has served as Presbyterian Elder and a board member of the Salvation Army; and

WHEREAS, Ed has served this City as City Councilman since 1989 and is now retiring; and,

WHEREAS, these years of service have been marked by exemplary dedication to the best interests of the community as he has worked constantly for the betterment of orderly growth and economic welfare; and

WHEREAS, many projects have been commenced and completed by the City during Ed's years of service, including the Estuarium, All American City Award, waterfront renovation, Senior Center, McConnell Complex, addition and renovation to the Brown Library, new Water and Sewer Plants, new Second Fire Station, Moss Property development, Turnage Theater improvement; Industrial Park Development, and overall development growth; and

NOW, THEREFORE, BE IT RESOLVED that we offer you our very best wishes for success, happiness, prosperity and good health in your future.

This, this 10th day of December, 2007.

s/Judy M. Jennette
JUDY M. JENNETTE
MAYOR

Mayor Jennette presented Councilman Gibson with a cartoon framed from her which reminisced a meeting in the past dealing with the new leash law. She also presented him a clock and barometer in an engraved box.

SWEARING IN CEREMONY

Mayor Jennette declared the seats to be vacated. Marty Paramore, Clerk of Court gave the oath to Mayor Jennette and then to Councilmembers-Elect: Doug Mercer, Richard Brooks, Gil Davis, Archie Jennings, and Darwin Woolard.

Mayor Jennette recessed the meeting for a ten minute break.

ELECTION OF MAYOR PRO TEM

Mayor Jennette called for nominations for Mayor Pro tem.

On motion of Councilman Woolard, seconded by Councilman Jennings, Council unanimously elected Doug Mercer as Mayor Pro tem.

APPROVAL/AMENDMENTS TO AGENDA

Items I.C.,D.E. and I were moved to VI. B. 4,5, and 6. Item I.I. was moved under Closed Session as VI.B.7. Under VI.C., new items added were VI.C.1. Second Fire Station Report and VI.C. 2. Proposed Sewer Agreement with Tranters Creek RV Park.

On motion of Councilman Jennings, seconded by Mayor Pro tem Councilman Mercer, Council unanimously approved the Agenda, as amended.

CONSENT AGENDA

On motion of Councilman Woolard, seconded by Councilman Brooks, Council unanimously approved the Consent Agenda, as amended:

- A. Adopt – Administrative Guidelines and Program Policies for the City of Washington's FY07 CDBG Community Revitalization Grant #07-C-1698

Section XIII
Resolution by the City Council
Of the City of Washington
Adopting Policy Prohibiting Excess Force

WHEREAS, the City of Washington has applied for funds under the 2007 Small Cities Community Development Block Grant Program – Community Revitalization Category and;

WHEREAS, the City of Washington has received notification from the North Carolina Division of Community Assistance that the City has received 2007 CDBG funding; and

WHEREAS, the North Carolina Department of Commerce requires the City to adopt a policy concerning Section 519 of Public Law 101-1454 (1990 HUD Appropriations Act) in order to receive CDBG funding;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Washington that the following policy is hereby adopted;

The City of Washington prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

The City of Washington will enforce applicable state and local laws against physical barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstration within its jurisdiction.

Adopted this 10th day of December, 2007 by the Washington City Council.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

****Note – copies of other documents in meeting file folder***

- B. Fixing – Date of Public Hearing temporary moratorium on the use of synthetic composite siding as a replacement for wood siding on homes located in the local historic district
- C. **MOVED TO VI. B. 4 Fixing** – Date for Public Hearing for temporary moratorium on development located in the proposed Highway 17
- D. **MOVED TO VI.B. 5. Adopt** – Budget Ordinance Amendment for Civic Center (\$2,449)
- E. **MOVED TO VI. B.6 Award** – Bid for property at 416 Gladden Street
- F. Adopt – Budget Ordinance Amendment for street paving (\$72,631)

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2007-2008**

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$38,222 in the account Powell Bill, account number 10-20-3316-3300.

Section 2. That the Estimated Revenues in the General Fund be increased in the amount of \$34,409 in the account Fund Balance Appropriated, account number 10-00-3991-9910.

Section 3. The account number 10-20-4511-4500, Street Paving, Powell Bill portion of the General Fund appropriations budget be increased in the amount of \$72,631 to provide funds for street paving.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon its adoption.

Adopted this the 10th day of December, 2007.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

G. Accept – Contribution **and** Adopt Budget Ordinance Amendment for Police Dept. (\$1,500)

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2007-2008**

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$1,500 in the account Contribution-Police, account number 10-10-3431-8400.

Section 2. The account number 10-10-4310-5602, Materials-Public Education, Police Department portion of the General Fund appropriations budget be increased in the amount of \$1,500 to provide funds for public educational items.

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 December, 2007.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

- H. Adopt – Budget Ordinance Amendment in the amount of (\$3,000) for the Events and Facilities Division

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2007-2008**

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

Section 1. That the Estimated Revenues in the General Fund be increased in the amount of \$3,000 in the account Recreation Skateboard Park Concession, account number 10-40-3612-4803.

Section 2. The account number 10-40-6121-4801, Concession Purchase-Skateboard, Events & Facilities portion of the General Fund appropriations budget be increased in the amount of \$3,000 to provide funds for t-shirt purchase for resale.

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 December, 2007.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

- I. **MOVED TO DISCUSS IN CLOSED SESSION VI. B 7.** Adopt – Budget Ordinance Amendment for the Electric Fund in the amount of (\$80,000)
- J. Adopt – Budget Ordinance Amendment for Solid Waste Fund (\$6,750)

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2007-2008**

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

Section 1. That the Estimated Revenues in the Solid Waste Fund be increased in the amount of \$6,750 in the account ABC Recycling Grant, account number 38-90-3490-0000.

Section 2. That account number 38-90-9990-9900, Contingency portion of the Solid Waste Fund appropriations budget be decreased in the amount of \$2,250 to provide funds for local match to grant.

Section 3. That account number 38-90-4710-7400, Capital Outlay portion of the Solid Waste Fund appropriations budget be increased in the amount of \$8,300 to provide funds for the ABC Recycle Program mandated by the State.

Section 4. That account number 38-90-4710-1200, Printing & Publishing portion of the Solid Waste Fund appropriations budget be increased in the amount of \$700 to provide funds for printing brochures on State mandated ABC Recycle Program.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Adopted this the 10th day of December, 2007.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

ECONOMIC DEVELOPMENT COMMISSION

There was no report.

TOURISM DEVELOPMENT AUTHORITY

Mayor Jennette stated the TDA is discussing budget issues.

HUMAN RELATIONS COUNCIL

Mayor Jennette stated there is no new news regarding the Human Relations Council.

DOWNTOWN WASHINGTON ON THE WATERFRONT

There was no report.

PARKING COMMITTEE

Councilman Jennings stated that the final Parking Study is back. They are watching discussions on the location of the proposed jail.

WARREN FIELD AIRPORT

Mr. Smith stated that Tradewinds Aviation took a small loss in services and enterprise activities. He will bring a full report on the 2008 operation subsidy to Council in January.

ENTERPRISE FUNDS CONTROLLER

James Tripp, Enterprise Funds Controller, stated that he is continuing to work on an enterprise fund forecast report and has put together a rolling twelve month year to date financial revenues and expenses. He passed out the document he passed out at the last meeting two weeks ago.

Councilman Jennings requested that Council receive this information every month. Mr. Smith stated that since the weather patterns were so much different this year than last year, the historical data isn't very helpful for this particular period and we have to keep a close eye on it.

Councilman Jennings asked Mayor Jennette if there has been given any thought of the Committee of the Whole meeting being devoted to this kind of information? Mayor Jennette answered yes, that the Council can do that, but Council needs to talk about how our meetings take shape now that we are a new group, however, there is no Committee of the Whole meeting scheduled for December. Council can consider doing this in January, along with discussing a Planning Session later this evening.

Mayor Pro tem Mercer asked if the Stormwater Management Fund is a function of the collections you get from billing each month at a fixed rate? Mr. Tripp answered yes. Mayor Pro tem Mercer asked then why is there a significant jump from month to month? Mr. Tripp stated he would have to look into that for him. Mr. Smith stated that it depends when the billing takes place, how many weeks in a month, etc. Mayor Pro tem Mercer asked isn't the stormwater fee fixed based on the type of utility service you have? Mr. Smith stated it is based on the impervious service area of your lot. Mayor Pro tem Mercer stated that it is the same on his bill each month and should be for other utility customers. Mr. Smith stated that each commercial property is different, depending when the bills are paid than the amount that is billed. It would be a constant number for an existing facility. Mayor Jennette asked Carol Williams if she could expand on that? Ms. Williams stated that she assumes James Tripp picked up the revenues collected when a customer pays his utility bill.

Mayor Pro tem Mercer stated he reserves the right to call the City Manager or the Finance Director because some of these numbers show we have spent 70% and 80% of the budgeted monies for the year in the first quarter. He understands that depending on when a project is scheduled to be completed. He would like to call and talk to them about it. Mr. Smith reminded Mayor Pro tem Mercer that all Council should deserve the answers to his questions.

ECONOMIC DEVELOPMENT COMMISSION – TO FILL THE EXPIRED TERM OF BUSTER HUMPHREYS, TERM TO EXPIRE DECEMBER, 2010

On motion of Mayor Pro tem Mercer, seconded by Councilman Jennings, Council unanimously reappointed Buster Humphreys to the Economic Development Commission, term to expire December 30, 2010.

**MIDEAST COMMISSION - TO FILL THE EXPIRED TERM OF DOUG
MERCER, TERM TO EXPIRE DECEMBER, 2009**

On motion of Councilman Woolard, seconded by Councilman Jennings, Council unanimously reappointed Doug Mercer to the MidEast Commission Board, term to expire December, 2009.

**ALTERNATE MEMBER BOARD OF ADJUSTMENT – TO FILL THE
UNEXPIRED TERM OF DERIK DAVIS, TERM TO EXPIRE ON JUNE 30,
2008**

On motion of Councilman Brooks, seconded by Councilman Woolard, Council unanimously appointed Marion Ore as an Alternate Member to the Board of Adjustment to fill the unexpired term of Derick Davis, term to expire June 30, 2008.

COUNCIL LIAISON - TO VARIOUS BOARDS

Council agreed on the following Councilmember to act as Liaisons to various board and commissions:

PLANNING BOARD	Richard Brooks
BOARD OF ADJUSTMENT	Richard Brooks
HISTORIC PRESERVATION	Archie Jennings
LIBRARY BOARD	Gil Davis
HOUSING AUTHORITY	Darwin Woolard
RECREATION COMMISSION	Gil Davis
TOURISM DEVELOPMENT AUTHORITY	Judy Jennette*
ECONOMIC DEVELOPMENT COMMISSION	Darwin Woolard*
WASHINGTON on the WATERFRONT	Archie Jennings*
HUMAN RELATIONS COUNCIL	Judy Jennette
ELECTRIC UTILITIES ADVISORY COMMISSION	Doug Mercer

*Indicates a Voting Seat

**ADOPT – ORDINANCE TO AMEND CHAPTER 9 SECTION,
SECTION 77 – STOP INTERSECTIONS**

Allen Lewis, Public Works Director, stated that a petition was presented to install stop signs on 10th Street on every intersection. Mr. Lewis presented several proposed ordinances, depending on what Council desires to be done. Some background information was also included in the action item on multi-way stop signs, pros and cons.

Councilman Jennings asked Mr. Lewis to speak to the problem as identified and staff recommendation. Mr. Lewis stated that the complaint was there is a speeding problem on 10th Street between Brown and Bonner. Chief

Reed set equipment up and data was compiled. The average speed limit was 26 mph and the 85th percentile speed was 32 mph or less. Only 15% is going above 32 mph. The posted speed limit is 35 mph. The data indicates there is no significant speeding problem. There was one or two cars in any given time exceeding the speed limit, as is any road in the City.

Councilman Jennings asked about the volume of traffic. Mr. Lewis stated the volume of traffic is very low. The warrants for multi-way stop signs require that the volume of traffic be 300 vehicles in any given hour over eight hours in the day. The number of vehicles in an hour on 10th Street measured was 159 vehicles.

Chief Reed stated that Council was provided two snapshots, one was a 24 hour period, give or take during the week, and then a weekend, Friday, Saturday and Sunday. For the week day period, there was a total of 3,942 cars during the 24 hour period. For a three day weekend, there were 5,939 cars. It was broken down into fifteen minute increments which Council was given.

Mayor Jennette asked Chief Reed about other neighborhoods asking for stop signs. Chief Reed stated that the concern is understandable but given the guidelines they operate under, they can only give Council the data and background. Calls have been received from other neighborhoods making the same requests and concerns.

Mr. Mickey Cochran, who had presented the petition earlier, wanted to comment on the comments just made. He stated that 72 residents had requested four speed bumps for excessive traffic and speeding on 10th Street in October. At the November meeting, the Police documented 5,939 cars over a weekend and part of a Monday and one was 62 mph. Projected over a full week, this number could reach 12,000 to 15,000 cars on a residential street. Three families have moved and a fourth has his home up for sale. Section 8 rentals have moved into the neighborhood decreasing property values. He stated he has offered innovative proposals to correct this at low economic costs. He asked Council to have the courage to take action on this. He stated that the bureaucrats did not tell the elected officials what to do when he was County Commissioner. He stated that some officials stay too long and think they are kings, and in two years, there will be other changes. He stated his mother was killed at 10th and Bonner attempting to cross Bonner Street. He stated he would be back with 10th Street residents. He recommended that the elected officials don't let the bureaucrats tell you what to do.

Mr. Smith stated that a stop sign requires a 30 foot no parking area, so there would be sixteen to twenty people who will lose the ability to park in front of their house. Mr. Cochran stated that he didn't think that would be a problem. If you reduce the speed and put speed bumps you would not need a policeman.

Councilman Jennings stated that he wants everyone to know that Council considered various solutions and established there was a problem. We also implied we were going to take action of some sort and the idea was that stop signs were the easiest to implement quicker and we could estimate the effect it had on the problem and see if we need to ratchet it up. Mr. Lewis stated that it was not his intention to tell the Council what to do, that he was laying the data out. Mr. Lewis stated that a speed bump is \$2,600 per bump and a traffic signal is around \$100,000 minimal. At Telfair and McNair, there would be homes affected by no parking if a three way stop is installed. Driveways are at every home.

Mayor Pro tem Mercer stated that the request has been made on multiple ways of slowing the speed. He suggested that we adopt one stop sign at the corner of Telfair, half way between Brown and Bonner. You eliminate the

concern of losing parking places adjacent to Telfair. If the one sign doesn't do what we need it to do, then next month or after, look at additional points.

Councilman Jennings stated we need to go one step more and install two stop signs because the same problem existed on Main Street. We need to send the message that this is not a cut through. Mayor Pro tem Mercer stated that at Nicholson on one corner you have the old Second Baptist Church that has turned into a mental health facility and those people are only there during the day and they park on the lot. On the opposite corner, there is a vacant lot used for a garden and the other corner is Mrs. Gerard's resident and her parking space is on the other end of that lot. The only house impacted would be the one on the fourth corner at Nicholson.

After discussion, on motion of Mayor Pro tem Mercer, seconded by Councilman Jennings, Council unanimously adopted an ordinance to amend Chapter 9, Section 77, Stop Intersections in reference to the intersections of Telfair and Nicholson.

**AN ORDINANCE TO AMEND CHAPTER 9,
SECTION 77: STOP INTERSECTIONS
OF THE WASHINGTON CITY CODE**

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

Section 1. That Chapter 9 Section 9-77 – Stop Intersections, be amended to add the following:

Sec. 9-77. Stop Intersections.

Telfair Street from Tenth Street.

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

Section 4. This ordinance shall become effective December 14, 2007.

This the 10th day of December 2007.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON
CITY CLERK

**AN ORDINANCE TO AMEND CHAPTER 9,
SECTION 77: STOP INTERSECTIONS
OF THE WASHINGTON CITY CODE**

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

Section 1. That Chapter 9 Section 9-77 – Stop Intersections, be amended to add the following:

Sec. 9-77. Stop Intersections.

Nicholson Street from Tenth Street.

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

Section 4. This ordinance shall become effective December 14, 2007.

This the 10th day of December 2007.

s/Judy Jennette
**JUDY JENNETTE
MAYOR**

ATTEST:

s/Rita A. Thompson
**RITA A. THOMPSON, CMC
CITY CLERK**

**ADOPT – ORDINANCE TO AMEND CHAPTER 9, SECTION 102
– NON-HIGHWAY STREETS**

Councilman Mercer asked that we wait on reducing the speed until we see what happens with the action just taken.

On motion of Councilman Jennings, seconded by Councilman Woolard, Council unanimously adopted an ordinance to amend Chapter 9, Section 102 – Non-highway Streets, subsection (c) to include Tenth Street from Market Street to John Small Avenue, effective date of December 14, 2007.

**AN ORDINANCE TO AMEND CHAPTER 9,
SECTION 102: NON-HIGHWAY STREETS
OF THE WASHINGTON CITY CODE**

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

Section 1. That Chapter 9 Section 9-102 – Non-highway Streets (c), be amended to add the following:

Sec. 9-77. Non-highway Streets (c).

Tenth Street from Market Street to John Small Avenue.

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

Section 4. This ordinance shall become effective December 14, 2007.

This the 10th day of December 2007.

s/Judy Jennette
**JUDY JENNETTE
MAYOR**

ATTEST:

s/Rita A. Thompson
**RITA A. THOMPSON, CMC
CITY CLERK**

**ADOPT – REVISED RULES AND REGULATIONS FOR WARREN
FIELD AIRPORT**

James Tripp referred to the revised Rules and Regulations for Warren Field Airport and reviewed the changes since the last draft. Two changes since then are page 99, Section 8 (f), the \$5 million was changed to \$2 million, page

107, Section 11 6. (a) the \$500,000 per occurrence changed to \$300,000 per occurrence and \$600,000 annual aggregate. This was changed to match Tradewind's contract.

Mayor Pro tem Mercer referred to page 94, definition 19, parachute jump, the word "intends" is not needed. Mr. Tripp stated he would look at that. On page 96, item G., should apply to only aircraft based at the Airport. Councilman Jennings stated that on 19, parachute jump, although it would indicate they are not a very good parachute jumper, that we would want to clarify that anybody that went up there was a parachuter.

Mayor Pro tem Mercer referred to page 105, Item G, in talking about ultra lights not operating within 5 miles of the airport except for landing or departing, that seems to be a long way. Mr. Smith stated that ultra lights have their own set of regulations. Mayor Pro tem Mercer stated that is why he asked.

Mayor Pro tem Mercer referred to page 106, item 3., "all civil parachute jumps" should be "civilian."

On motion of Mayor Pro tem Mercer, seconded by Councilman Woolard, Council unanimously adopted these Rules subject to inserting three miles in place of the five miles, if three miles complies to state and federal standards.

Mayor Pro tem Mercer amended the motion to repeal the existing Airport regulations and adopt these regulations with the suggested change to decrease the ultralight range to three miles, provided that three miles meets state and federal standards. Councilman Woolard seconded the amended motion which carried unanimously.

City of Washington Warren Field Airport RULES AND REGULATIONS

Adopted December 10, 2007

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Section 19 - Acceptance of Rules and Regulations by Users

The City of Washington, a body politic and corporate under Chapter 1 60A of the North Carolina General Statutes, pursuant to Chapter 63 of the General Statutes of North Carolina, hereby adopts and approves the following Rules and Regulations for the operation and use of the Warren Field Airport located in the City of Washington and the County of Beaufort, North Carolina.

SECTION 1:

The Rules and Regulations are intended to be the threshold entry requirements, minimum standards for those wishing to use and/or provide aeronautical services and to insure that those who have undertaken to use and/or provide commodities and services as approved are not exposed to unfair or irresponsible practices. These Rules and Regulations were developed taking into consideration the aviation role of the Warren Field Airport facilities that currently exist at the airport, services being offered at the Airport, the future development planned for the Airport and to promote fair use at airport. The uniform application of these Rules and Regulations thereby protects both the established aeronautical activity and the airport patrons. All aeronautical activities and all business and other activities at the airport will be conducted and conform with these regulations and standards, and all pertinent rules, regulations, orders, rulings and ordinances of the City of Washington, the DOA, FAA, and the NFPA as appropriate, which are made a part of these regulations and standards by reference. If there is any conflict between these regulations and standards and any law, rule, regulations, order or ordinance of any governmental agency cited in this Section exercising the same or similar jurisdiction, the latter will prevail.

SECTION 2: DEFINITIONS

- A. Unless from the context a different meaning is apparent as used in these regulations, the terms hereinafter used shall be defined as follows:
1. "AADO" shall mean the FAA Atlanta Airport District Office.
 2. "Aeronautical Activity" shall mean any activity conducted at airports that involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, pilot training, aircraft renting, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, skydiving, ultra-light operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and aircraft storage.
 3. "Aeronautical Service" shall mean any service that involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for the safety of aircraft operations commonly conducted on the airport by a person who has a lease from the airport owner to provide such service.
 4. "AGL" shall mean an altitude expressed in feet measured Above Ground Level.

5. "Aircraft Operating Area" shall mean any area of the Airport used or intended to be used for Landing, takeoff, or the surface maneuvering of aircraft. The AOA includes, but is not necessarily limited to runways, taxiways, taxi-lanes, safety areas, aprons, ramps, and any other aircraft parking areas.
6. "AIM" shall mean Airman's Information Manual that is a publication containing Basic Flight Information and Air Traffic Control (ATC) Procedures designed primarily as a pilot's instructional manual for use in the National Airspace System of the United States.
7. "Airport /Facility Directory (A/FD)" shall mean the latest publication of the appropriate regional U.S. Volume of the Airport/Facility Directory, a Civil Flight Information Publication published and distributed every eight weeks by the National Ocean Service, NOAA, U.S. Department of Commerce
8. "Airport" shall mean the Warren Field Airport.
9. "Airport Manager" shall mean the officer or representative of the owner having immediate charge of the airport.
10. "DOA" shall mean the North Carolina Division of Aviation.
11. "Drop Zone (DZ): A parcel of airport property designated by the Airport Owner as the area of intended landing for all parachuting jumps onto or intended to be onto the Airport.
12. "FAA" shall mean the Federal Aviation Administration.
13. "FBO" shall mean any aviation business or Fixed Base Operator duly licensed and authorized by written agreement with the airport owner to provide aeronautical activities at the airport under strict compliance with such agreement and pursuant to these regulations and standards.
14. "Flying Club" shall mean a noncommercial organization established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques. See the Airport Rules and Regulations for requirements.
15. "Minimum Standards" shall mean the standards established by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.
16. "NOTAM" shall mean a Notice to Airmen published by the FAA.
17. "NFPA" shall mean the National Fire Protection Association.
18. "Owner" shall mean the City of Washington.
19. "Parachute Jump" shall mean the descent of a person to the surface from an aircraft in flight when that person uses a parachute during all or part of that descent.
20. "Parachuting Sponsor" shall mean any individual, corporation, private enterprise, military unit or other organization which sponsors, supervises, or otherwise conducts parachuting jumps onto or intended to be onto the airport.
21. "Parachutist" shall mean any person who conducts, or intends to conduct, a parachute jump onto the airport.
22. "Person" shall mean an individual, partnership, firm, association, corporation, or vendor.

23. "UNICOM" shall mean a communication facility which provides airport advisory information.

SECTION 3

A. The owner has the right to and does hereby regulate all operations, fixed base, personal, commercial, enterprises, and/or vendors using the airport as a basis of operation, whether such operation is aeronautical or non-aeronautical in nature. No such operation of any kind, type, or scale shall be conducted on the airport unless specifically authorized by the owner. No "through the fence" operation of any kind or type shall be conducted on or about the airport.

B. No person shall solicit funds for any purpose and no signs or advertisements may be posted at the airport without permission of the owner.

C. Garbage, refuse and other waste material shall be placed in receptacles as purchased by persons or as provided by owner, in its discretion, for such purpose and no person shall destroy, remove or disturb in any way buildings, signs, equipment, markers, or other property on the airport.

SECTION 4

MOTOR VEHICLE REGULATIONS

A. Unless authorized by the airport manager, no highway or automotive vehicle shall be operated on the airport except on roadways, parking areas, et cetera, that are specifically designated for such vehicles. Such vehicles shall be parked in the manner prescribed by the airport manager while on the airport and as indicated by posted signs.

B. No surface vehicles shall be permitted on the runways, taxiways, aprons, or ramps without the express permission of the airport manager unless the operation of such vehicle is in accordance with a prior agreement or other permission from owner to accomplish a necessary airport purpose, service, or inspection.

C. No surface vehicle shall be driven between the loading gate or fence and an aircraft parked and in the process of loading or unloading.

D. No person shall operate any vehicle in a careless or negligent manner or in disregard for the safety of others, or in excess of posted speed limits. All aircraft have right-of-way over all surface vehicles.

E. All vehicles operating within the landing area shall be painted a bright yellow or international orange; display an international orange and white checkered flag of not less than three feet square, with one-foot squares; or have required warning lights in operation.

F. Every accident on airport property involving injury or property damage shall be reported to the airport manager.

SECTION 5

AIRCRAFT OPERATIONS REGULATIONS

A. The FAA air traffic rules and regulations governing the operation of aircraft in effect as of this date, as well as all additions or amendments thereto, are made a part of these airport rules and regulations as fully as if set forth herein.

B. Aircraft engines shall be started and run up only in the places designated for such purposes. At no time shall engines be run up when hangars, shops, airplanes, or any buildings or persons are in the path of the propeller stream and/or jet exhaust. Aircraft shall not perform run-up or prolonged engine test operations in any area that could result in a hazard or nuisance to other aircraft, persons, or property.

- C. No aircraft shall be parked or stored at the airport except in the areas designated for such use.
- D. The performance of aircraft and engine repair and maintenance is considered to be an aeronautical service regulated by the owner except where such services or repairs are performed by the aircraft owner or his employees on the owner's aircraft. The owner reserves the right to designate reasonable areas where such aircraft owners may perform services on their own aircraft. If such areas are designated, the owner may prohibit the performance of such services in tie-down areas and prescribe rules for the use of such owner type aircraft maintenance areas.
- E. At the direction of the airport manager, the operator, owner, or pilot of any illegally or improperly parked aircraft on the airport shall move the aircraft to a legal or properly designated parking area on the airport or remove the same from the airport, as the case may be. If the operator refuses to comply with said directions, the owner, through the airport manager, may tow the aircraft to such place, at the operator's expense and without liability for damage that may result from such moving.
- F. In the event of an accident, the owner, through the airport manager, may, in compliance with FAA and other governmental regulations, move damaged aircraft from the landing areas, ramps, aprons, or other areas at the expense of the owner and without liability for damage resulting from such moving.
- G. The pilot of an aircraft involved in an accident on or near the airport causing personal injury or property damage, shall report to the airport manager. In the event that he is unable to do so, the owner of the aircraft or his agent shall make such report.
- H. Airport property damaged or destroyed by an accident or otherwise shall be paid for by the parties responsible.
- I. The airport manager shall have the authority to detain any aircraft for nonpayment of any charges due.
- J. No person shall taxi an aircraft until he has ascertained by visual inspection of the area that there will be no danger of collision with any person or object in the immediate area.
- K. Aircraft shall be taxied at a safe and reasonable speed with due respect for other aircraft, persons, or property.
- L. All takeoffs and landings shall be confined to the runways and all movement of aircraft shall be confined to the appropriate surface areas.
- M. No person or persons, except airperson, duly authorized personnel, passengers going to or from aircraft, or persons being personally conducted by airport attendants shall be permitted to enter the landing area proper, taxi space, or aprons. However, this does not give any person or persons so excepted the privilege of unrestricted use of the airport. These privileges are confined to the necessary use of these spaces in connection with flights, inspections, and routine duties.

SECTION 6
RULES FOR AIRCRAFT FUELING OPERATIONS

- A. Fueling operations shall be in accordance with nationally recognized standards and the North Carolina Fire Code Chapter 11 incorporated by reference; whichever is more stringent shall prevail.
- B. No aircraft shall be fueled or drained while the aircraft engine is running or while the aircraft is in a hangar or an enclosed area.

- C. Transfer apparatus shall be metallicly interconnected with tanks, chassis, axles and springs of aircraft fueling vehicles in accordance with North Carolina Fire Code Chapter 11.
- D. During all fuel operations, the aircraft shall be bonded be in accordance with North Carolina Fire Code Chapter 11. Bonding connections shall be made prior to making fueling connections and shall not be disconnected until the fuel transfer operations are complete and the fueling connections have been removed.
- E. Smoking, lighting of an open flame and open flame devices shall be prohibited within fifty feet of any fueling operation.
- F. Smoking or lighting of an open flame and open flame devices shall be prohibited within fifty feet of any fueling vehicle.
- G. Fueling operations shall be conducted and fuel trucks shall be parked a safe distance from any hangar or building.
- H. Fueling vehicles when parked shall be parked in a manner that does not obstruct egress.
- I. No fuel storage or dispensing equipment shall be installed or used at the airport without the prior written approval of the owner. All such equipment shall be of a modern design and shall be kept in a safe and non-leaking condition. The use of skid tanks and other such devices is prohibited.

SECTION 7
FIRE REGULATIONS

- A. Regulations that are not specifically contained herein shall be in accordance with North Carolina Fire Code and applicable NFPA standards are in incorporated by reference.
- B. Smoking or lighting of an open flame and open flame devices are prohibited at places with posted signs as well as within fifty feet of any aircraft, hangars, fuel trucks, fuel loading stations, or tank farms.
- C. No open burning is allowed within the corporate city limits which includes the airport property, as indicated by the City of Washington's Code of Ordinances.
- D. No person shall store material or equipment, use inflammable liquids or gases, or allow their premises to become in such condition so as to violate, in any manner, the fire code in force in the area of the airport. The storage of paint thinners, fuels or other such volatile materials in hangars is prohibited, unless the same are stored in HAZMAT storage lockers.
- E. Tenants of all hangars and buildings shall provide suitable fire extinguishers and equipment, and they shall be kept in good condition as recommended by the fire chief and inspected at least every twelve months by trained personnel.
- F. Tenants and persons are required to keep their premises clean and clear of all rubbish, junk, debris, old aircraft and vehicles, and unsightly objects. If, after warning by the airport manager, the area is not cleaned, the cleaning will be done by the airport manager and billed to the tenant or person.

SECTION 8
REGULATIONS GOVERNING MINIMUM REQUIREMENTS
FOR ALL FIXED BASE OPERATIONS

- A. All fixed base operations at the airport shall be full-time, progressive business enterprises, with a manned office facility at the airport during normal business hours. No fixed base operator shall be allowed to operate on the airport without a fully executed

lease agreement with the owner. All fixed base operators shall act at all times as an ambassador of and to the City of Washington.

B. The owner shall control the dispensing and sale of aviation fuels and oils on the airport property. Fixed base operators may only sell aviation petroleum products if authorized by the owner and shall also be required to meet all minimum airport standards and offer the applicable services set forth herein. Only those who have a contract with the owner will be allowed to dispense such fuels and oils and only then after having met all insurance requirements of owner and entered a fuel lease with the owner. Such operators may, at their option, engage in other aeronautical activities by qualifying to meet the associated minimum standards for the aeronautical services involved.

C. No persons or fixed base operators other than the operators qualifying under Section 8B will be permitted to sell aviation petroleum products and only if specifically authorized by the airport owner. All other fixed base operators and/or vendors may engage in such other aeronautical services as they may qualify themselves for in accordance with these regulations and their lease agreements.

D. The owner shall determine substantial conformance to the standards for fixed base operators and/or vendors.

E. Fixed base operators and any airport vendors authorized by owner must show financial solvency and business stability to the satisfaction of the owner.

F. Unless otherwise established by written agreement with the owner, the minimum liability insurance which a fixed base operator, person, or vendor authorized to operate on the airport by owner shall carry is: 1) Premises liability \$2,000,000.00 combined single limit per occurrence for bodily injury and property damage, including products hazard and 2) aircraft public liability - \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, including \$100,000.00 per passenger bodily injury.

G. Fixed base operators will be required to furnish the owner a performance bond commensurate with the construction required under the minimum standards of service to be performed.

H. All construction required herein shall be in accordance with design and construction standards established by NC Building Code for the facility involved.

I. Land available for commercial aeronautical activities is a valuable and limited commodity. It is the policy of the owner that no land areas or building space in excess of present and foreseeable requirements will be leased to any fixed base operator. Additional areas will be made available to operators on the basis of need and availability.

J. Fuel and Oil Sales. No person shall conduct fuel and oil sales on the airport unless authorized by the airport owner. No aircraft will be fueled while in a hangar. A fuel flowage fee as established and changed from time to time by the owner shall be paid to the owner for all fuels dispensed into an aircraft while parked at the airport. All persons authorized to conduct aviation fuel and oil sales on the airport shall be required to provide:

1. Hard surface ramp space accessible by taxiway with electric pumps and tank storage having a capacity equal to the minimum tank truck load deliverable for Avgas 100 octane ASTM 910 and Jet A ASTM 1655-D latest revision grade aviation fuel and, if public demand requires, also provide standard jet fuel.
2. Properly trained line personnel on duty at least eight hours per day, seven days a week, and readily accessible by telephone at other hours during the day or night and on holidays.
3. Proper equipment for repairing and inflating aircraft tires, servicing oleo struts, changing engine oil, washing aircraft and aircraft windows and windshields, and for recharging or energizing discharged aircraft batteries and starters.

4. Conveniently located (air conditioned) lounge or waiting rooms for passengers, and airplane crews of itinerant aircraft, together with sanitary rest rooms and public telephones. The owner, in its discretion and under such terms as it requires including compensation therefore, may allow at its option the main terminal building to be used to satisfy this requirement.
5. Adequate towing equipment and parking and tie-down area to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
6. Adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants.

In conducting refueling operations, every operator shall install and use adequate bonding at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved in refueling and servicing aircraft. In the event owner is conducting fuel and oil sales hereunder and is unable to provide for or otherwise meet any of the requirements herein related to fuel and oil sales, it may make arrangements through third parties to provide for or otherwise meet the same.

K. Aircraft Maintenance and Repair. All persons operating aircraft engine and accessory maintenance facilities shall provide:

1. Sufficient hangar space to house any aircraft upon which such service is being performed.
2. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance has been completed.
3. Adequate shop space to house the equipment and adequate equipment and machine tools, jacks, lifts and testing equipment to perform top overhauls as required for FAA certification and repair of parts not needing replacement on all single engine land and light multi-engine land general aviation aircraft.
4. At least one FAA certified air frame and engine mechanic available eight hours a day, five days per week.
5. Facilities for washing and cleaning aircraft.
6. Non-airworthy aircraft shall be screened from public view.
7. Separately partitionable space with adequate exhaust fans and fire protection for spray painting if this work is performed.

L. Flight Training. All persons conducting flight training activities shall provide:

1. At least one full-time (eight hours per day, six days per week) properly certificated flight instructor for single engine land airplanes.
2. At least one dual equipped single engine land aircraft properly equipped and maintained for flight instruction and such additional types of aircraft as may be required to give flight instruction of the kind advertised.
3. Adequate classroom space for at least 10 students with proper rest room and seating facilities. A part of the required facilities, with the consent of the owner, maybe located off airport property.
4. Adequate mock-ups, pictures, slides, film strips or other visual aids necessary to provide proper ground school instruction.
5. Properly certificated ground school instructor providing regularly scheduled ground school instructions sufficient to enable students to pass the FAA written examinations for private pilot and commercial ratings.
6. Continuing ability to meet certification requirements of the FAA for the flight training proposed.

M. Aircraft Charter and Taxi Service. Persons operating aircraft charter and taxi service shall provide:

1. Passenger lounge, rest room and telephone facilities as required of an operator for fuel and oil sales. The owner, in its discretion and under such terms as it requires including compensation therefore, may allow at its option the main terminal building to be used to satisfy this requirement.
2. Adequate table, desk or counter for checking in passengers, handling ticketing or fare collection, and handling of luggage.
3. Properly certificated suitable aircraft with properly certificated and qualified operating crew available for services when not otherwise engaged in such service. Such crew and aircraft shall be available upon call within one hours notice.

N. Aircraft Rental and Sales. All persons conducting aircraft rental and sales activity shall provide:

1. Suitable office space for consummating sales and/or rentals and the keeping of the proper records in connection therewith.
2. Hangar storage space for at least one aircraft to be used for sales or rentals.
3. For rental, at least one airworthy aircraft suitably maintained and certificated.
4. Adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators on the airport for such service and repair.
5. There shall be available, at least during eight hours of the working day, a properly certificated pilot capable of demonstrating new aircraft for sale or for checking out rental aircraft.
6. The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the type of aircraft and models sold.
7. Current up-to-date specifications and price lists for types and models of new aircraft sold.
8. Proper check lists and operating manuals on all aircraft rented and adequate parts catalogue and service manual on new aircraft sold.

O. Crop Dusting and Spraying. All persons seeking to conduct crop dusting or spraying of agricultural chemicals shall be required to satisfy the owner or its designated representative that:

1. Suitable arrangements have been provided for the safe storage and containment of noxious chemical materials. No poisonous or flammable materials shall be kept or stored in close proximity to other facility installations at the airport.
2. The operator shall have available properly certificated aircraft suitably equipped for the agricultural operation undertaken.
3. No crop dusting operation shall be conducted on the principal public use apron or ramp of the airport. Adequate operational space shall be assigned by owner.

P. Airport Storage other than that authorized in Section 8K "Aircraft Maintenance" and Section 8N "Aircraft Rental and Sales". The owner shall determine the requirements and fees for aircraft storage (hangar in common, T-hangar, conventional hangar and tie-down) on the airfield. Those customers who wish to store their aircraft immediately will be placed on the RON (remain over night) fee schedule until all paperwork and deposits are received. The following items are required:

1. Insurance certificate listing the City of Washington as co-insured.
2. Copy of aircraft(s) registration.
3. Permit form completely filled out.

4. Security deposit equal to one months rent.
5. First month's rent.

Q. Clubs are nonprofit entities organized for the express purpose of providing its members with any number of aircraft for their personal use and enjoyment only. Flying Club aircraft must be vested in the name of the club or owners on a pro-rata share. The club shall not derive greater revenue from the use of the aircraft than the cost to operate, maintain and replace the aircraft. The airport has the right to require a club to furnish documents such as insurance policies, and maintain a current list of members as necessary to ensure that the club is a nonprofit organization rather than an FBO masquerading as a flying club, sky diving club et cetera. A reasonable airport use fee may be imposed. Because Clubs are not commercial FBO's, their By-Laws or regulations should not attempt to deviate from the Airport Rules and Regulations.

A flying club is recognized as a plan for the joint ownership of aircraft and the fair distribution of the cost of maintaining and operating such aircraft. Such operation is not considered to be commercial in nature when so operated. Neither is flight instruction by club members for other club members considered to be commercial in nature so long as there is no profit or for-hire motive involved in the operation. In all cases, the owner will determine in writing if the operational status of a flying club or other such organization is commercial or non-commercial. If determined to be commercial, the club shall conform to the requirements set forth herein for commercial fixed base operators and/or vendors.

1. Clubs will hold a general liability insurance policy that names the airport owner as an additional ensured party with the amount to be reasonable and not unjustly discriminatory.

R. Miscellaneous operations such as radio and instrument repairs, aerial advertising, aircraft tie down, and other aeronautical activities not hereinbefore provided for may be conducted by any person, firm or corporation upon application to and approval of the owner. Reasonable terms and conditions for the privilege of engaging in these various services will be established by the owner commensurate with the nature and scope of the activities involved.

S. Hangar space, office and lounge space, aircraft parking area and other such required facilities will be coterminous or concurrent requirements where an operator offers multiple services to the extent that such facility requirements will be reasonable.

T. Minimum standards for hangars, shops or other buildings to be constructed on the airport. Hangars shall contain a minimum of 1,600 square feet of floor space. Maintenance shops shall contain a minimum of 5,000 square feet of floor space. These buildings shall be fireproofed and of metal or masonry construction, properly designed doors at both ends, stressed in accordance with the national building code, floor of properly constructed concrete of sufficient designed load strength to sustain all types of aircraft using the facility. An area of 00 square feet of office space, rest rooms, and lounge which may be an adjunct to other buildings, must also be fireproofed and of steel or masonry construction.

U. Aircraft parking aprons shall be constructed according to plans and specifications approved by the owner. Areas of aircraft parking apron may be required for operators selling aviation petroleum products, ramp services and aircraft repair.

V. All services shall be provided on a fair, equal, and not unjustly discriminatory basis to all users of the airport. The prices charged for each unit of service shall be fair, reasonable, and not unjustly discriminatory; provided, that the operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type price reductions to volume purchasers.

W. The operator shall provide his services in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. Accordingly, no person shall be denied equal services on the ground of race, color, or national origin.

X. All persons or firms engaged in the sale of fuel at the airport or who otherwise stores fuel for their own use, shall be subject to the same fuel flowage fee, which shall be established and changed from time to time by the owner.

SECTION 9
PROCEDURES FOR RECEIVING AND PROCESSING APPLICATIONS FOR
COMMERCIAL OPERATIONS

A. Any applicant wishing to establish an aeronautical activity or other operation on the airport shall be furnished a copy of these minimum standards, as amended, and shall make application in writing to the owner, setting forth in detail the following:

1. The name and address of the applicant;
2. The proposed land use, facility and/or activity sought;
3. The names and the qualifications of the personnel to be involved in conducting such activity;
4. The financial responsibility and technical ability of the applicant and operator to carry out the activity sought;
5. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity;
6. The requested or proposed date for commencement of the activity and the term of conducting the same; and
7. The estimated cost of any structure or facility to be furnished, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities.

B. Upon proper filing of such an application with the owner, it shall be immediately referred to the City Manager and considered at the next scheduled City Council meeting. If no meeting is scheduled within thirty (30) days from the filing of such application, a meeting shall be called for considering same and notice thereof given to the applicant.

C. Upon consideration of the application, the owner shall determine whether the applicant meets the standards and qualifications as herein established and whether such application should be granted in whole or in part.

D. Upon approval of any such application in principle, the owner shall cause to be prepared a suitable lease or contract agreement setting forth the terms and conditions under which the fixed base operation shall be conducted.

E. Any rejected application shall be returned to the applicant within ten (10) days of the rejection with a written explanation of the reasons for rejection.

Section 10 - Ultra-light Vehicles

A. In a spirit of fostering safety and cooperation between ULTRA-LIGHT vehicles and both fixed and rotary wing aircraft utilizing the airport, the airport owner has prescribed rules and regulations to govern the operation of ultra-light vehicles at the airport.

B. The purpose of these rules and regulations are to regulate and promote safety in the operation of ULTRA-LIGHT vehicles and also reduce the potential for danger to the lives of persons and property on and in the vicinity of the airport. Another purpose of these rules and regulations is to encourage all those utilizing the airport's facilities to strive for a healthy, cooperative relationship and rededicate themselves to the highest level of safe and enjoyable flying.

C. Applicability: Those ULTRA-LIGHT vehicles which operate from the airport and meet the definition of the FAR Part 103, and Experimental Vehicles subject to FAR Part 91, will be subject to these regulations. ALL ULTRA-LIGHT vehicles operating at

Warren Field Airport should be equipped with properly functioning two-way VHF radio and be familiar with local communications. ULTRA-LIGHT vehicles/operators departing from and approaching the airport should monitor two-way communications so as to allow the airport or other aircraft to communicate with them.

D. Registration: Prior to operating an ULTRA-LIGHT vehicle at the Airport, the operator shall contact the Airport Manager. Pilots of ULTRA-LIGHT vehicles should be registered with the UNITED STATES ULTRA-LIGHT ASSOCIATION or AERO SPORTS CONNECTION. Pilots of ULTRA-LIGHT vehicles shall notify the airport by radio or telephone in advance of operating an ULTRA-LIGHT vehicle at the airport. ULTRA-LIGHT operators shall, at the request of the Airport Manager, present registration certificates or vehicles for inspection.

1. No air tours, familiarization flights, demonstration flights, flight instruction, or flight operations other than so authorized by special use permit issued by the airport owner, will be conducted from the airport.

E. Flight operations: All flight operations shall be in accordance with FAR Parts 103 and 91. Traffic pattern operations shall conform to published standards.

F. Ground operations: All ULTRA-LIGHTS should have operational brakes on each main wheel. While taxiing, speed will not exceed 10 mph or commensurate with existing conditions. Parking on taxiways or between T-Hangars will not be permitted at any time for any reason. Assembly of ULTRA-LIGHT vehicles will be in an area designated by the Airport Manager or his representative. The fee for overnight parking will be the same charge as conventional aircraft. The policy of overnight parking is to assure a fee is paid in a fair and equitable manner. Only one light aircraft or ULTRA-LIGHT may be secured in a hangar. If more than one is stored, a charge will be applied to each light aircraft and/or ULTRA-LIGHT.

G. Traffic pattern: The traffic pattern for all Runways is left-hand. This will place ULTRA-LIGHT operations in the same pattern as conventional aircraft. Wind direction will determine the runway in use. The traffic patterns are flown at 500 feet above ground (AGL). Conventional aircraft fly their pattern at published altitudes. ULTRA-LIGHT vehicles shall remain well clear of runways while operating on the ground and in the air. No ULTRA-LIGHT will operate within 5 miles of the airport except for landing or departing. When using runways, ULTRA-LIGHT pilots shall not extend their downwind leg so that it might interfere with the conventional aircraft pattern. ULTRA-LIGHT Aircraft shall depart the runway at the next open taxiway.

H. Noise. All ULTRA-LIGHT operators must be aware of the effects of noise generated by their vehicles on the surrounding neighborhoods. Continued operation will constitute a muffler or noise reduction propeller be installed to reduce noise. ULTRA-LIGHTS should remain well clear of all buildings.

I. Safety. Safety is the most important aspect of all operations at the airport. The Airport Manager shall receive and investigate all reports of unsafe or potentially unsafe practices by operators of ULTRA-LIGHT vehicles and conventional aircraft. The Airport Manager will report all unsafe or potentially unsafe practices to the operator of the ULTRA-LIGHT vehicle and/or to the FAA, in the Airport Manager's discretion. The Airport Manager will report, within twenty-four hours of the occurrence, to the FAA in writing all ULTRA-LIGHT vehicle accidents occurring at the airport. Operator of ULTRA-LIGHT vehicles shall immediately report to the Airport Manager any accidents involving the ULTRA-LIGHT vehicle. Reportable accidents include those involving serious injuries, fatalities, or substantial damage. Orderliness and discipline within the operation area of the airport, both ground and air, are the responsibilities of the ULTRA-LIGHT operators. Towing of a hang glider is restricted to special events and a special use permit by the airport owner.

J. Enforcement. The Airport Manager or his designated representative has the power to enforce the provisions of these regulations. Violation of any of these rules or of

FAR Parts 103 and 91 (or any other applicable federal, state, county, city, or regulation) may cause suspension of operating privileges at Warren Field Airport.

SECTION 11
PARACHUTE JUMPING & SKY DIVING

- A. Purpose. The purpose is to establish the policy governing, and the procedures to be used for, the conduct of parachute jumping onto, or intended to be onto the airport.
- B. Scope. This is applicable to all individuals, corporations, private enterprises and any other organizations desiring to sponsor, supervise, or otherwise conduct parachuting jumps onto the airport. This is not applicable to the conduct of a parachuting jump onto the airport made necessary because of an aircraft in-flight emergency.
- C. Policy. Inherent to the operations of a public airport, and in keeping with the public trust, it is a requirement that all aeronautical activities at the airport be conducted so to, minimize any hazard to air traffic or to persons and property on the ground, either on or off of the airport. To that end, it is the policy of the airport that:
1. A parachute DZ shall be designated by the Airport Manager as the area to be used as the point of intended landing for all parachute jumps onto or intended to be onto the airport.
 2. All aircraft traffic patterns shall be established so as to minimize the potential for conflict between aircraft and parachutists.
 3. All civilian parachute jumps onto or intended to be onto the airport shall be required to be conducted in accordance with the latest publication of Federal Aviation Regulation (FAR) Part 105, Parachute Jumping, with amendments, if any, the Basic Safety Regulations (BSR) of the United States Parachuting Association (USPA), and the policy and procedures of the airport as set forth herein.
 4. All military parachute training jumps onto or intended to be onto the airport by members of the U.S. Armed Forces shall be required to be conducted in accordance with FAR Part 105, the applicable regulations and operating instructions of the branch of service and organizational units of which the parachutists are members, and the policy and procedures as set forth herein.
 5. Each parachutist shall be required to initial and sign a release of liability agreement which indemnifies and holds harmless Warren Field Airport, the City of Washington, its officers, employees, agents, and representatives from any and all injuries and/or damages to the parachutist or any other person, and damages to property belonging to the parachutist or any other person, that may occur during or incidental to parachuting jumps conducted by the parachutist onto or intended to be onto the airport. The Parachuting sponsor may use an agreement of its own if the agreement has been reviewed and approved by the airport owner, or it may use the agreement contained in Section 12E.
 6. Before sponsoring, supervising or otherwise conducting parachute jumps onto or intended to be onto the airport each Parachuting Sponsor shall;
 - a. Provide the airport owner with proof of general liability insurance with minimum limits of coverage of three hundred thousand dollars (\$300,000.00) per occurrence, and six hundred thousand (\$600,000) annual aggregate.
 - b. Provide the airport owner with proof of membership in good standing of the USPA,
 - c. Sign a Parachuting Sponsor's Agreement contained herein, acknowledging having read and understood Warren Field's Rules and Regulation and agreeing to conduct all parachuting jumping in accordance with the policy and procedures set forth herein.
 7. Unless otherwise and specifically requested 48 hours in advance, and approved by the Airport Manager, Parachuting Sponsors shall not conduct

parachute jumps onto or intended to be onto the airport other than during the times and from the altitudes specified in the A/FD.

8. Failure of a Parachuting Sponsor to comply with the policies and procedures contained herein shall result in the denial of parachuting privileges at the airport for that Parachuting Sponsor.

9. There shall be a designated representative of the Parachuting Sponsor available to airport management during all parachute operations conducted by that Parachuting Sponsor. Communications with the designated representative may be maintained by radio, telephone, or person-to-person.

10. Parachute meets or other large parachuting events conducted by a Parachuting Sponsor shall be scheduled and approved by the Airport Manager 45 days in advance in order to ensure that adequate facilities are available to support the public.

11. Parachutists shall make every reasonable effort to remain clear of all runways, taxiways, and ramps.

12. Pilots of jump aircraft shall transmit the following advisory on UNICOM (122.7) three minutes prior to parachutists exiting the aircraft: "WARREN TRAFFIC, AIRCRAFT (state identification number), THREE MINUTES TO JUMPERS AWAY, 12,000 FEET AND BELOW, WARREN Field."

13. Parachuting Sponsors shall not conduct parachute jumps when prevailing surface winds exceed 20 knots as reported by the AWOS or, in the absence of AWOS wind data, as indicated by the wind sock in the airport's segmented circle.

14. Pilots of jump aircraft owned or Leased by Parachuting Sponsors for parachutes jumps at the airport shall be appropriately certificated by the FAA and currently medically qualified to perform flight operations in support of parachute jumps.

15. Aircraft owned or leased by Parachuting Sponsors and used in conjunction with parachute jumps at the airport shall be maintained in accordance with applicable FAA regulations.

16. Any time that a situation arises that constitutes an immediate threat to the safety of persons or property, the Airport Manager or his designated representative shall direct the Parachuting Sponsor to terminate parachute jump operations until such time that the threat no longer exists.

D. Procedures:

1. The Airport Manager shall:

a. Establish and maintain a designated parachute DZ on the airport that will provide the safest possible environment for the conduct of parachute jumps at the airport.

b. Ensure that all Parachuting Sponsors have signed a Parachuting Sponsor's Agreement in accordance with Section 12F.

c. Routinely monitor parachute jumping activities at the airport to ensure that they are being conducted in accordance with the policies and procedures as set forth in herein.

d. Advise any Parachuting Sponsor which fails to conduct parachute jumps in accordance with the policy and procedures established herein that it has seven days to correct its status of noncompliance or its parachuting privileges will be terminated, and, if the Parachuting Sponsor does not take corrective action within 7 days, terminate parachuting privileges for that Parachuting Sponsor. Should the Parachuting Sponsor take satisfactory corrective action and then later revert to a status of noncompliance, the Airport Manager shall immediately terminate that Parachuting Sponsor's parachuting privileges until the status of noncompliance is once again corrected.

- e. For each Parachuting Sponsor, maintain on file current proof of insurance, proof of membership in good standing in the USPA, and a Parachuting Sponsor's Agreement as required in Section 12F.
 - f. Consistent with safety, approve requests from Parachuting Sponsors to conduct parachute jumps at the airport at times and/or from altitudes other than as specified in the A/FD. When such jumps have been approved, issue a NOTAM no less than 24 hours in advance advising pilots of the times and altitudes of the planned parachute jumps.
2. Each Parachuting Sponsor shall:
- a. Read the Warren Airfield Rules and Regulations and sign a Parachuting Sponsor's Agreement" prior to sponsoring, supervising, or otherwise conducting parachute jumps at the airport.
 - b. Ensure that all parachuting jumps conducted under its sponsorship at the airport are conducted in accordance the policies and procedures as set forth herein
 - c. Require each parachutist under its ownership to initial and sign a Release of Liability Agreement in accordance with the policy in paragraph herein prior to conducting a parachute jump at the airport and maintain on file the original of that document.
 - d. Provide a vehicle with either flashing yellow lights or an orange and white aviation flag and two-way communication ability on UNICOM (122.7) to pick up those parachutists jumping under its sponsorship who have inadvertently landed on some portion of the airport other than the designated parachute DZ.
 - e. Terminate parachute jumping privileges of any parachutist under its sponsorship who demonstrates a disregard for safety by consistently violating the policy and procedures as set forth herein.
 - f. Provide the Airport Manager with a request which specifies the times and/or altitudes of parachute jumps planned to be conducted at times or from altitudes other than as specified in the A/FD, at least 48 hours prior to the planned conduct of those jumps.
 - g. Conduct parachute jumps at times and/or from altitudes other than as specified in the A/FD only after having obtained approval from the Airport Manager.
3. Each Parachutist shall:
- a. Initial and sign a release of liability agreement in accordance with policy in Section 12 E, prior to conducting a parachute jump at the airport.
 - b. Conduct all parachute jumps at the airport in accordance with the policy and procedures of the airport as set forth herein.

E. PARACHUTE JUMPING RELEASE OF LIABILITY AGREEMENT

PARACHUTE JUMPING : RELEASE OF LIABILITY AGREEMENT

(initials)_____ I, _____, hereby agree to indemnify and hold harmless the Warren Field, the City of Washington, its principal, officers, agents, employees, and representatives, from any and all injuries and/or damages, to myself and any other person, which should occur during or incidental to any and all parachute jumps which I should make onto, or with the intent of landing onto Warren Field Airport.

(initials)_____ I further agree to indemnify and hold harmless Warren Field Airport, the City of Washington, its principals, officers, agents, employees, and representatives from any and all damages that may be sustained to my property and to the property of any other persons which should result during or incidental to any and all parachute jumps which I should make onto or intended to be onto Warren Field Airport

(initials)_____By placing my initials adjacent to each paragraph of this Release of Liability, I (initials) _____acknowledge having read and understood each paragraph.

(initials)_____By signing this agreement, I affirm that I am eighteen (18) years of age or older, acknowledge that I have read and understand this agreement in its entirety, and agree of my free will to the releases of liability expressed in the conditions contained herein.

SIGNATURE

DATE

WITNESS

DATE

F: PARACHUTING SPONSOR'S AGREEMENT

PARACHUTING SPONSOR'S AGREEMENT

I, _____, an authorized official and acting on behalf of hereby acknowledge having read the City of Washington's Minimum Standards, Rules and Regulations for Warren Field dated _____, ____ 2007. I further acknowledge understanding the policies and procedures concerning parachute jumping at Warren Field Airport as set forth in that document and agree to comply with those policies and procedures at all times when sponsoring, supervising, or otherwise conducting parachute jumps at Warren Field Airport.

Authorized Official

Date

Representing:

Name of Company or Organization

IN WITNESS WHEREOF, Lessor has caused this to be signed in its name and on its behalf by its owner, and duly attested by its CLERK, and LESSE has caused this lease to be signed by _____, agent acting for _____, Inc.

The City of Washington

s/James C. Smith

**JAMES C. SMITH
CITY MANAGER**

ATTEST:

s/Rita A. Thompson

**RITA A. THOMPSON, CMC
CITY CLERK**

**SECTION 12
SPECIAL AIRPORT USES**

A. The owner obligates itself to operate the airport for the use and benefit of the public and to keep the airport open to the various types, kinds, and classes of aeronautical use for which the airport facility is designed and intended to serve.

B. The owner has established these rules to be met by all users so as to provide for the safe and efficient use of the airport and to otherwise protect the safety of persons and property both on the ground and in the air.

C. It is understood that the landing area facilities constructed are primarily intended for the use of powered aircraft whose weights are not in excess of the published strengths

of the paved surfaces concerned. Operations on these surfaces by aircraft slightly in excess of the published pavement strengths may be permitted on an infrequent basis with the permission of the owner.

D. No operations involving nonpowered aircraft, including gliders, balloons, parachuting and other unusual and special classes of aeronautical activities, will be permitted on the airport without the prior written approval of the owner.

E. Considering the owner's obligation to keep the airport open to the public for aeronautical purposes, the airport facilities will not be used for nonaviation events which would conflict with its aeronautical use.

SECTION 13 **PRESERVATION OF PROPERTY**

A. No person shall destroy, injure, deface, or disturb in any way any building, sign, equipment, marker, or other structure, tree, flower, lawn, or other property on the airport; alter, make additions to, or erect, any building or sign or make any excavations on the airport without prior approval of the owner; or willfully abandon any personal property on the airport.

B. No person shall interfere or tamper with any aircraft without permission of its owner.

C. No person shall enter the Terminal Building of the airport with a dog or other animal except: (1) seeing eye dogs or (2) dogs or other animals which are to be transported by air and are restrained by leash or properly confined.

D. Unless otherwise provided herein, all shops, garages, equipment and facilities are expressly for the conduct of the owner or the owner's respective lessees' business and operations. No persons other than employees of the owner or the owner's respective lessees shall use these facilities without individual, specific and proper permission from the owner or the owner's respective lessees.

E. All tenants shall maintain their leased property in such condition or repair, cleanliness, and general maintenance as shall be acceptable to the owner and as may be established by their respective leases with the owner. The owner or its designated representative shall be allowed on leased property at any reasonable time for the purpose of inspection and for determination of whether the property is in a condition acceptable to owner.

F. Tenants, lessees, and grantees shall be fully responsible for all damages to any buildings, personal property, equipment, real property and appurtenances beyond normal wear and tear owned by or in the custody of the owner, including any such damages caused by their respective employees, agents, customers, visitors, suppliers, or persons with whom they may do business.

G. The owner grants permission to the City of Washington Police Department and the City of Washington Fire Department to enter any premises on the airport and to fulfill as well as enforce the rules and regulations contained herein and as may be adopted hereafter by the owner.

SECTION 14 **BILLING AND PAYMENT**

A. All bills are payable upon presentation unless otherwise noted thereon. All percentages or income charges are payable within ten days of the end of the period in which the income was received.

B. When any tenant, user, or grantee defaults on any written or implied obligation to the owner, the owner may pursue any lawful action to correct any defaults.

SECTION 15
FACILITIES AND USE

A. Unless the same or portions thereof are leased to a fixed base operator(s) or other lessee(s) consistent herewith, the owner may occupy and operate the main terminal building (office), operators area, mechanics area I and any other areas on the airport as well as provide services which may presently or hereafter be associated with said areas.

B. Main Terminal Building. Whether occupied and operated by owner, owner's designee, or a lessee(s) thereof, the main terminal building shall be operated or utilized as follows.

1. Regular hours of operation shall be maintained from 8:00 a.m. to 7:00 p.m. during daylight savings time (April to October) and 8:00 am. to 6:00 p.m. during Eastern Standard Time (November to March).
2. Adequate radio services shall be maintained on 122.7 frequency to cover a minimum of 15 miles from such base radio station.
3. Altimeter and weather instruments shall be operated, maintained, and repaired to comply with all regulations of the FAA.
4. Weather service shall be provided via Internet.
5. During the periods established hereunder, the public; owner's lessees; any fixed base operators; and lessees' as well as operators employees, customers, passengers, guests, and other licensees and invitees shall enjoy the non-exclusive use, in common with others similarly authorized, of all public space in the main terminal building of the airport as well as all additional space that may hereafter be made available therein and any additions thereto, including, but not limited to, the lobby, passenger lounges, waiting rooms, hallways, restrooms, rooms for flight personnel and other public and passenger conveniences.

C. Operators Area. Whether occupied and operated by owner, owner's designee, or a lessee(s) thereof and only with owner's prior written permission, the operator's area shall be operated or utilized, among other miscellaneous services or uses that may be provided, as follows.

1. Tie Downs
 - a.) A tie down area shall be located in the adjacent aprons in front of and to the side of the main terminal building. The tie downs located there may be letted or leased on a first come, first serve basis; for periods established by owner, owner's designee, or lessee thereof for uniform amounts established by owner, owner's designee, or lessee thereof and consistent with these rules and regulations. The exact terms of such letting or leasing, including periods and corresponding rental amounts, shall be established by a written policy posted and available in the main terminal building, which policy may be amended from time to time by owner, owner's designee, or lessee thereof. The rental of such tie downs is subject to: availability, prompt payment of rent, and compliance with all rules and regulations which are currently or which may in the future be applicable to users of such tie downs. Tie downs shall be used for personal purposes only and shall not be used as the base for or in any way in connection with any commercial or business operations.
 - b.) Use of a tie down for periods greater than 15 days will require a tie down permit which must be approved by the owner. The occupant shall meet all requirements and conditions established or associated with said permit.

c.) Owner may locate tie downs spaces in areas other than the Operations Area and the occupancy there of shall also be governed by these rules and regulations.

2. Consistent with these rules and regulations, a fuel and oil sales area may be located thereon at such place as designated by owner.

3. May provide such other facilities, including old, renovated terminal building, and/or services associated therewith as may hereafter be established by owner.

D. Mechanics Area I. Mechanics Area I or portions thereof may be leased to a fixed base operator(s) for, among other things, the non-exclusive privilege of engaging in the operation of a repair shop for local and transient aircraft, subject to the more specific requirements, conditions, and obligations set forth in the lease(s) therefore and entered into by and between the owner and such fixed base operator(s).

E. Mechanics Area II. Mechanics Area II shall have such facilities and/or offer such services as hereafter may be established by owner and the same or portions thereof may be leased to a lessee(s) and a fixed base operator(s) to occupy and operate such facilities and/or offer such services associated therewith consistent with these rules and regulations.

F. Mobile Home Area. The mobile home area located adjacent to the airport is specifically excluded from inclusion in the airport property and is exclusively owned and utilized by the City of Washington, in its discretion.

G. T-Hangars. Owner shall locate T-hangars on the airport as it sees fit in its discretion. Owner shall lease such T-hangars on a first come, first serve basis; for periods established by owner; and for uniform amounts established by owner consistent with these rules and regulations. While there may be some limited exceptions, including but not limited to leases with other governmental entities including the State of North Carolina, owner intends to lease said T-hangars on an annual basis at uniform rates, with the tenant from the preceding year having priority to lease their particular T-hangar in succeeding years.

H. Other leases. Other facilities, including but not limited to hangars and ground sites, located or hereafter erected on the airport may be operated or leased as owner sees fit consistent with these rules and regulations.

SECTION 16

AIRCRAFT HANGER WAITING AND RENTAL POLICY

A. Subject. Waiting list, assignment, transfers and use of Warren Field Airport aircraft storage hangars

B. Purpose. To establish policy for the assignment, transfer, and use of Warren Field Airport aircraft storage hangars

C. General. The prime objectives for building and maintaining aircraft storage hangars are to provide aircraft (as defined in the FAR/AIM) with protection from severe weather conditions and to provide the airport with income from users.

1. The use of any of the Warren Field Airport facilities creates an obligation by the users to obey all regulations, rules, and procedures established by the City of Washington.

2. Hangars may be used by the lessee for maintenance on lessee's aircraft only per the FAR. Welding and painting of any kind is prohibited in all hangars.

3. Hangar rents may be adjusted annually. Lease Contract will be the determining factor.

4. Hangar leases are not transferable except to next-of-kin upon death of the lessor when aircraft ownership is retained. Next-of-kin must sign a new lease within a six (3) months after the death of the lessor.

5. Circumstances will arise in the normal management of hangar assignments that are not addressed in this Policy Instruction, Hangar Lease or in the Minimum Standards. In these circumstances, the airport owner shall decide how to proceed using their best judgment.
 6. All hangar use shall be subject to the provisions of the owner's approved Hangar Lease Agreement, as it may be changed from time to time, which shall supersede any of the provisions herein. No hangar occupancy shall be allowed until the tenant executes the Lease and complies with the provisions thereof, including, and without limitation, the provision of insurance, proper identification and certification of ownership of the aircraft to be stored in the hangar and payment of any applicable funds and deposits.
 7. Hangar assignment, transfer and use rules and regulations and fees are subject to change at any time without prior notice. An application for assignment or transfer does not create a vested right in any airport facility. Waiting lists may be terminated at any time and being on a waiting list does not guarantee future occupancy of a hangar.
 8. The owner reserves the right to reassign hangars at any time such that aircraft are housed in appropriately sized hangars. In making such reassignments, the owner shall not take into account space needed for non-aircraft uses.
 9. No hangar tenant shall assign, sublet, or otherwise permit occupancy or use of any hangar by any person other than as authorized in writing by the airport owner for any purpose or reason. In the event of any unauthorized occupancy or use, any compensation received by the hangar tenant, in money or money's worth, shall, upon demand of the airport owner, be turned over to the airport owner and becomes the property of the City of Washington. The tenant may be evicted for same.
 10. No aircraft storage hangar shall be used for any commercial purpose, including without limitation, warehousing, manufacturing, or fabrication. Maintenance Hangars will be separate designations from Storage Hangars.
 11. Tenants must maintain hangars in a condition that permits the aircraft of record to fit into the space at all times.
 12. Tenants shall use hangars for storage of aircraft, and associated aircraft equipment, parts, tools, and supplies. Any flammable material will be stored in approved flammable storage containers. All items stored must belong to the individual tenant authorized to use the hangar. Storage of personal items, (i.e. boats, household furniture, personal items) is prohibited.
- D. Hangar Wait List. The owner will maintain two wait list relative to hangar occupancy – the Hangar Wait List and the Hangar Transfer Request List.
1. The Hangar Wait List is a list of prospective hangar tenants. To be assigned a hangar, an applicant must show proof of ownership or lease of aircraft and a certificate of insurance. Proof must be in the form of an aircraft registration naming applicant as owner or a copy of lease naming applicant as lessee of the aircraft or a bill of sale and FAA registration application. Should any information submitted be found to be fraudulent, it shall automatically terminate, and the airport owner shall retake the hangar. The owner shall have the Hangar Waiting List available for public viewing.
 2. The Hangar Transfer Request List is a list of current hangar tenants who, for appropriate reasons, desire to change their hangar assignments. In addition to current hangar tenants, previous hangar tenants who meet the following criteria shall also be eligible to be on the Hangar Transfer Request List: (1) the tenant sold or otherwise disposed of the aircraft which was assigned to the previous hangar, and (2) turned possession of the previous hangar back to the Owner for reassignment, and (3) within 60 days of selling or otherwise disposing of said aircraft acquired an aircraft which would not physically fit into the previous hangar, and (4) within 30 days of acquiring said larger aircraft applied to be on the Hangar Transfer Request List for assignment of a hangar of suitable size to house the new aircraft.

1. Hangar transfers will be implemented to accommodate aircraft requirements such as size and weight, as well as a tenant's preference for aspect. No consideration will be given to transfer requests to accommodate storage of other items unrelated to the aircraft of record.

E. Wait list application procedure. Copies of the wait lists are maintained by the airport owner and Airport Manager. The applicant with the oldest date/time will be at the top of the list unless moved to the bottom because of prior offer; the applicant with the most recent date/time will be on the bottom. Applicants who are offered a hangar to accommodate their aircraft of record and do not accept the offer will be moved to the bottom of the list or removed if requested. All requests to be placed on a list must be in writing on the appropriate airport form, which shall include among other information, identification of the type and size of aircraft for which the application is being made. Determination of aircraft/hangar compatibility and offers of assignment shall be based upon this submitted information. Only applicants who meet wait list criteria will be placed on a wait list. Approved Hangar Wait List applicants shall pay a first and last months deposit upon notification of hangar availability plus the first months rent on the day of signing lease.

F. Annual wait list maintenance procedure. In order to be assured that only those with a current interest remain on wait lists, all those on a list shall be required to file their current addresses and phone numbers with the airport owner and Airport Manager. Each January (beginning 2009), the owner shall mail a Wait List Form Request to each individual on both lists. Said form shall require that each individual reconfirm their desire to be on the list, verify essential information relative to their application, and return the form to the Airport Manager. Any individual who does not return said form by April 1 of said year shall be dropped from the list without further notice. It is the responsibility of each individual on a list to ensure that the annual confirmation is actually received by the Airport Manager. The Airport Manager or owner is not liable for loss in the mail in either direction.

G. HANGAR ASSIGNMENT PROCEDURE

1. All assignments shall be attempted in application order, considering aircraft compatibility. The airport owner shall determine aircraft compatibility for all assignments. The policy of the owner is not to place small aircraft in a large hangar when larger aircraft which will fit in said hangar are waiting, regardless of the application order. This may result in larger aircraft being assigned first, regardless of position on the list. The determination of the Airport Manager shall be final.

2. The Hangar Transfer Request List shall have priority over the Hangar Wait List.

3. When a hangar becomes available for assignment, the hangar will be offered to individuals on the Hangar Transfer Request List with compatible aircraft, starting at the top of the Hangar Transfer Request List. Any individual on the Hangar Transfer Request List who declines an offer of transfer shall be removed from the Hangar Transfer Request List. If an offer of transfer is accepted, the individual accepting the transfer shall be dropped from the Hangar Transfer Request List, and the assignment procedure started anew for the vacated hangar.

4. When any hangar available for assignment is not assigned to an individual on the Hangar Transfer Request List, it shall then be offered to an individual on the Hangar Wait List with compatible aircraft. An individual offered assignment of a hangar shall have three options:

a. To accept the offer and take immediate possession of the hangar after providing proof of ownership and insurance, and executing the Hangar Lease Agreement as provided by the airport owner, with the name of the individual accepting the assignment being dropped from the Hangar Wait List; or

b. To accept the offer, conditioned upon the acquisition of a compatible aircraft within 60 days. The individual will deposit required deposits and rent for this period in advance. In the event that the prospective tenant does not provide notice and proof of acquisition of a compatible aircraft within 60 days, any of the prospective tenant's right to a hangar shall cease and the prospective tenant shall be assessed an administrative fee of the first and last months deposit to cover the owner's cost during this period; or

c. To decline the offer, in which case the individual's application shall be placed at the bottom of the Hangar Wait List or removed at their request and the assignment procedure started anew.

H. Loss of hangar assignment. When a hangar tenant sells or loses the aircraft of record, or obtains an aircraft which will not physically fit into the assigned hangar, the lease by which the tenant had possession of the hangar shall automatically terminate, with the following exception:

1. In the case of a sale or loss, the hangar tenant may retain the right to the hangar for a period on one year from the date of sale or loss, provided that the hangar tenant

a. Notifies the Airport Manager in writing of their intention to replace the aircraft with another aircraft which will physically fit into the hangar, and

b. That the hangar is turned over to the owner for subleasing until the hangar tenant gives 30 day's written notice that the aircraft has been replaced and sub-lessee must release the hangar back to the owner. In the event that such notice is not given in writing within one year, the lease shall automatically terminate and the current sub-lessee will sign a new lease for the assigned hangar.

I. Subleasing. Hangar Sub-lease Occupancy occurs when (1) a hangar is temporarily not needed by a hangar tenant of record due to loss or sale of aircraft and pursuant to airport policies is turned over the airport owner for sublease; or (2) when an individual on the Hangar Wait List is offered assignment of a hangar and accepts, but is unable to identify an aircraft immediately and elects to exercise their option to take up to one year to identify and appropriate aircraft prior to executing the standard hangar lease and taking possession. All subleases are on a month-to-month basis not to exceed one year. All sublease tenants are selected by the airport owner from the Hangar Wait List.

1. When a hangar becomes available for sublease, the airport owner will assign an appropriate sublease tenant from the Hangar Wait List, starting from the top of the list. A prospective sublease tenant who declines an offer of a sublease shall become ineligible to participate in the sublease program for a period of two years. The sublease tenant must execute the standard sublease agreement with the City of Washington.

2. The airport owner shall bill the sublease tenant directly for the full hangar rent. The hangar tenant is not authorized to solicit or accept any payment, in money or money's worth, from the sublease tenant.

3. Sublease tenants must abide by the terms of the hangar sublease tenant agreement. The airport owner, hangar tenant or sublease tenant may terminate the sublease agreement by giving a minimum 30 days written notice to the other two parties. If the sublease agreement is terminated by the hangar tenant, said tenant must take immediate possession of the hangar after 30 days of notice with an appropriate aircraft or lose possession of the hangar.

4. Acceptance of the sublease arrangement does not modify an individual's position on the Hangar Wait List.

Section 17 - Acts of God

Nothing contained in these rules and regulations shall be construed as requiring the owner or tenant to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the owner.

Section 18 - Enforcement

The Airport Manager will enforce these Rules and Regulations for the owner. The manager has the right to refuse any aircraft from departing the airport until all payments due are paid in full. The Airport Manager will notify the appropriate law enforcement for any illegal activities and the FAA as necessary.

The airport manager shall, at all times, have authority to take such reasonable action as may be necessary to enforce these regulations and to efficiently manage the airport and its operations. In any contingencies not specifically covered by these rules and regulations, the airport manager shall be authorized to make or take such reasonable rules, orders, decisions and actions as may be necessary and proper.

Any person violating any of the airport rules and regulations may be punished as provided by law, as provided by ordinance, or in the discretion of the owner and may be deprived of the use of the airport facilities for such period of time as may be necessary to be effective.

Section 19 - Acceptance of Rules and Regulations by Users

The use of the airport or any of its facilities in any manner shall create an obligation on the part of the user thereof to obey all the regulations herein provided and adopted by the owner. The privilege of using the airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof and user shall release, hold harmless and indemnify the owner, its officers and employees from any liability or loss resulting from such use, as well as claims of third persons using the airport. The privilege of using the airport shall be upon the further condition that any person, persons, corporations, co-partnerships or others desiring to use the same, shall furnish an insurance policy to indemnify the owner against personal injury and property damage in a reasonable sum as the owner shall require. The Owner assumes no responsibility for loss, injury, or damage to persons or property by reason of fire, theft, vandalism, wind, flood, earthquake, collision, strikes, or acts of God, nor does it assume any liability for injury to persons while on the airport or while using the facilities of same, or for property damage. All persons licensed and authorized to do business or conduct operations of any kind on the airport will keep a current copy of these Rules and Regulations.

Adopted this day the 10th of December, 2007

The City of Washington
s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

**PUBLIC HEARING – RECEIVE – INFORMATION AND PUBLIC
COMMENT CONCERNING 2007 CDBG GRANT – INFRASTRUCTURE
GRANT AS ADMINISTERED BY THE NC DEPARTMENT OF COMMERCE
THROUGH THE DIVISION OF COMMUNITY ASSISTANCE**

Mr. Lewis stated that Council needs to consider adopting a Resolution to submit a formal application for a Division of Community Assistance, CDBG infrastructure grant to extend a 24" sewer line from the intersection of

Pennsylvania and James Avenue to the intersection of Pennsylvania Avenue and Haven Street. The existing line is 12" and there are sewer problems there.

Mayor Jennette stated this is a public hearing.

There was no one present to speak.

Mayor Jennette closed the public hearing.

On motion of Councilman Woolard, seconded by Councilman Brooks, Council unanimously adopted a Resolution authorizing the Mayor to submit a formal application for a Division of Community Assistance, CDBG infrastructure grant for the extension of 900 linear feet of 24" sewer line along Pennsylvania Avenue.

**AUTHORIZING RESOLUTION BY GOVERNING BODY OF THE
APPLICANT**

**RESOLUTION FOR THE CITY OF WASHINGTON APPLICATION AND
CERTIFICATION FOR CDBG – INFRASTRUCTURE GRANT PROJECT**

WHEREAS, various State and Federal agencies provide funds to cities and counties to meet the needs of local governments in financing the cost of Community Development; and

WHEREAS, the Division of Community Assistance will be the State administering agency for the Community Development Block Grant Program whose funds are designed to improve the living condition and environment of low to moderate income households; and

WHEREAS, the City of Washington has solicited and received citizen input regarding the Community Development Block Grant Infrastructure Project which will provide safe and reliable sewer service to households as part of the grant; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON:

That the City of Washington will substantially comply with all Federal, State and local laws, rules, regulations and ordinances pertaining to the project and to Federal and State grants pertaining thereto.

That, Mayor Judy Jennette, and successors so titled is hereby authorized and directed to furnish such information as the appropriate governmental agencies may request in connection with such application for the project; to make the assurances and certifications connection with the construction of the project.

That this Resolution shall take effect immediately upon its adoption.

Adopted this 10th day of December 2007, in the City of Washington, North Carolina.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

COMMENTS FROM THE PUBLIC

There was no one present to speak.

SET – DATE FOR COUNCIL ORIENTATION (IF DESIRED)

Mayor Jennette stated that Council usually has a Planning Session in late January or early February.

Councilman Jennings suggested that Council have a one day Planning Session focusing on Council itself than a broader collection of presentations, with the idea that we can come up with an agreed upon narrow focus for the next year.

Mayor Pro tem Mercer concurred with Councilman Jennings, stating that we need to shorten the amount of presentations. We tend to let too many outside activities come in and monopolize the time we have. We need to use that one day as a goal setting meeting to set the goals of this Council and this City for next year.

Mr. Smith will get a facilitator that Lynn Lewis had recently heard, making sure everyone gets a chance to speak.

Councilman Jennings stated that he doesn't think we need one, but in the interest of everyone having a chance to express their opinion, he is okay with that. We need to be real clear with that person what we want, that we have gone far a field with other facilitators. He suggested "some" location on a Friday away from distractions. Councilman Davis stated that a Tuesday or Wednesday would be better for him.

Council agreed on a Wednesday meeting .

AWARD – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATION CONTRACT TO HOLLAND CONSULTING PLANNER

Mr. Roberson stated that the Department of Planning and Development had to advertise twice prior to making a recommendation. State law requires us to have three proposals. Holland Consulting Planners is recommended based on (1) hourly rates (2) firm is a local office and is easily accessible, and (3) they prepared the application submitted. He recommended the contract no exceed \$95,000.

Mayor Pro tem Mercer asked what was the numbers of the second proposal? Mr. Roberson stated they were \$78,000, but the hourly rate exceeded Holland Consultant Planners, and they felt the negotiated contract to do this work would be around \$80,000. The 18% could go to over \$115,000.

Mayor Pro tem Mercer asked if the other party is capable of doing the work? Mr. Roberson answered yes. Mayor Jennette asked if the other party is going to spend more than what they said? Mr. Roberson stated that based on the estimates they have it will take at least \$80,000 to administer this program. Below \$80,000, he thinks would be a problem in terms of administering the program. Mayor Pro tem Mercer pointed out this is approximately a 15% difference. Mr. Smith stated that the amount of time proposed was inadequate and it would take the same number of hours so the other bid would end up higher.

Mr. Roberson stated that in today's market, its difficult to deal with professional firms because they don't want a set amount, and is based on the

amount of hours. Mr. Smith stated that Holland's is less based on the same number of hours.

Councilman Jennings stated that one bidder proposed to do the application as part of their bid and the other did not? Mr. Roberson stated that the City staff contacted Holland who has been a retainer for a number of years and agreed to do the grant at no charge to the City.

On motion of Mayor Pro tem Mercer, seconded by Councilman Woolard, Council unanimously accepted the recommendation of the planning staff and authorized the City Manager to negotiate a professional services contract to administer the Community Revitalization project for the Community Development Block Grant in an amount not to exceed \$85,000.

CONSIDER – COUNCIL CODE OF CONDUCT

Mayor Jennette stated that a copy of a Council Code of Conduct is included in the agenda package that the City Manager brought back from the ICMA Conference. She asked Council to look it over and it will be brought back in January for a vote.

Council Davis stated he would like to see a copy published by the Institute of Government or N. C. League of Municipalities in addition to this one. It would be more appropriate for North Carolina than this one which appears to have a stronger Mayor position than is allowed in North Carolina. Mr. Smith stated that the League is part of the National League of Cities. Mr. Davis stated that the League and Institute are more in line with what happens in North Carolina than other states and would be more useful than one prepared that would fit in the box for the whole country. Mayor Jennette stated that we adopted one earlier. Mr. Smith stated that one primarily covered ethics and N.C. Legislature has subsequently passed a rather comprehensive ethics law now. Mayor Jennette agreed that the N.C. League of Municipalities probably has something.

Councilman Jennings asked if there is anything in this copy that drew Councilman Davis' attention? Councilman Davis answered yes, there were a lot of things but he has not had a chance to study it completely. There are a lot of things that he doesn't think are appropriate for our type of Council situation.

Mayor Pro tem Mercer concurred with Councilman Davis and stated that the first thing he had to do was go get the dictionary. In the introductory remarks he says that the organization has provided several models and this attached code is adapted from these models which means it is a hodgepodge from several areas that have been assembled by the City Manager. We are going from a three page Code of Ethics that was adopted, and he agrees it was adopted 17 years ago, to almost a 20 page document. To him, it gets too specific in many of the items that are there, such as "ensuring that claims for out of pocket expenses are adequate as it relates strictly to business; d) adhering to Councils policy Budget for Mayoral and Councilor business expenses." He stated he has never billed the City for any expense when he served before nor any time he attended functions for the City. He stated he has had staff make arrangements and give him a gas voucher but as far as saying he had out of pocket expenses, he did not bill the City. He stated there are a number of things, and if we continue, he would like more time to yellow line it and ask the questions.

Mayor Jennette stated that staff will see what the League has which might be more appropriate for North Carolina.

**FIXING DATE FOR PUBLIC HEARING FOR TEMPORARY MORATORIUM ON
DEVELOPMENT LOCATED IN THE PROPOSED HIGHWAY**

Mr. Roberson stated that the Planning Board discussed the possibility of forming highway interchange overlay districts to help guide the growth around the highway bypass interchanges. A sub-committee was formed to discuss the possibility of a temporary moratorium on development around the interchanges. During the November meeting the Planning Board voted to recommend to City Council to fix a date for a public hearing on the moratorium. When they originally adopted a moratorium, the entire length of Highway 17 Bypass was included. They have found that they have had very few inquiries about rezoning any of the property which is in front of the Highway Department on 17 North. The reason for that is that now you can take a left and head north if you are on the western side. On the new design, all the traffic on the western side will have to come into the City of Washington, ramp up on the interchange and then head north towards Williamston. In addition, they are proposing a cul-de-sac design by D.S. Swain, and Pools Unlimited. The Planning Board is seeking the circumference around the two major interchanges to come up with a moratorium to identify all the property owners, have a public hearing and then step up the final public hearing on the rezoning or transitional zone we would already have the public's opinion on the property.

Mayor Pro tem Mercer asked that the language be clarified on page 62, "an area consisting of 3,000 foot radius around the center of an interstate highway interchange, and asked if that is a circle? Mr. Roberson answered yes. Mayor Pro tem Mercer asked if that means the interchange area extends 3,000 feet from the outer right of way boundaries of the highway bypass and the interchange access road is defined, which to him, becomes a square. Are we talking about a circle or a square? Mr. Roberson stated a circle. Mayor Pro tem Mercer asked then why do we need the language about the 3,000 feet from the outer boundaries? Mr. Roberson stated that they used the interchange the best they could on the NC DOT maps and used the center of the area on the interchange and then drew the circle around that and they overlap. Mayor Pro tem Mercer stated he became concerned that 3,000 feet carries you into the Walmart Shopping Center Area, and are you saying you will not allow any more development in that area because it is in the center changeover? Mr. Roberson stated that is correct, we would not issue building permits in that general vicinity, whatever time is put on the moratorium.

Mayor Pro tem Mercer asked if you can move into a vacant facility? Mr. Roberson answered yes, but can't build anything new. Mr. Roberson stated that the State has a lot of issues on that tract and that's the reason it has not been developed yet.

Councilman Jennings stated we are trying to establish a date to hold a public hearing.

Mr. Roberson stated the moratorium has expired, and the only moratorium we have left is on outdoor advertising signs which is up in February.

On motion of Councilman Davis, seconded by Councilman Jennings, Council unanimously accepted the recommendation of the Washington Planning Board fixing the date for a public hearing for the moratorium on development located on the proposed Highway Interchange Overlay Districts for Monday, January 14, 2008.

ADOPT – BUDGET ORDINANCE AMENDMENT FOR CIVIC CENTER (\$2,449)

Councilman Davis stated that he agrees with the Finance Director that the City paid for twelve bills in 2006 and we should not be responsible for this bill, because you pay in arrears, and we should not pay this bill.

Mayor Jennette stated that the Tourism Authority doesn't mind either way, but if we decided not to pay it back, then they asked that we put in writing that if they turn the Civic Center back over to us, we would not demand payment for the last month.

Councilman Jennings asked the Manager to remind Council of the terms of the agreement in turning the Civic Center over to the TDA. Mr. Smith stated that when the City estimated their annual needs, it included 12 payments. The issue is the subsidy the City gives TDA for operating the facility, etc.; however, you pay for the last months electric bill. We felt 12 months was appropriate.

Councilman Jennings pointed out we give them \$50,000 a year.

Councilman Davis recommended that we move to the next item.

AWARD BID FOR PROPERTY AT 416 GLADDEN STREET

Councilman Davis stated that he has a problem with the amount of money we would be receiving for this property, that we probably have that much in expenses trying to sell this piece of property. We would be better off to continue to cut it and sell it at a later date. It is valued at over \$5700 and to only get \$300 is not a good investment for the City.

Mayor Pro tem Mercer agreed. A 60' by 100' lot is buildable within the City. If this person was going to take this lot and recombine it with her existing property, he would be less hesitate to approve it but he would want an agreement showing that re-combination as part of the condition of buying it. The \$300 is not an adequate fee for a lot of this size.

Councilman Jennings reminded Council that we had a larger bid that was not followed through on. This is also the same last name of the bidder that did not follow through.

On motion of Councilman Jennings, seconded by Councilman Woolard, Council unanimously rejected the bid for 416 Gladden Street, as per Council's privilege in this process.

Mr. Smith stated that this lot has no frontage and cannot be developed unless combined with something.

Mayor Jennette stated that we sold some of the other property for less than half their value. Mr. Holscher stated that Council has full authority to reject any bids.

SECOND FIRE STATION REPORT

Fire Chief Jimmy Davis stated that the second Fire Station will be completed in late January or early February and the City will take ownership. The Station should be in operation by April 1, 2008. It was indicated in the budget process that we might have to add funds in the event this station opened prior to July. He stated that we have funds that were saved in this year's budget to fund the station between now and July so it will not cost any additional funding. Chief Davis referred to a handout.

Chief Davis stated that this station will provide Fire, Rescue, and EMS services. The City will be divided into two districts. Each station will respond to routine calls in their response district. If there is structural fire, both stations will respond. Station Two will be equipped with an engine, ladder and one EMS unit. Current shift personnel is at ten and will be divide between two stations, and referred to the organizational chart. Apparatus staff between two stations on a

daily basis. If there is a structural call, an engineer company, a ladder company, two EMS units and a Chief Officer will be sent. The Chief Officer is the Operations Chief during the daytime, and at night and weekends, a duty Command Officer. That Chief Officer position is rotated between himself, and the other three division chiefs. If there is a smaller fire, two engines and two EMS units will be sent.

Chief Davis stated they operate under incident command structure. He stated that when the incident commander assigns tasks, he assigns it to a crew who ride a particular piece of apparatus. He referred to the handout and read the requirements from the Fire Protection Handbook, 16th Edition and Managing Fire Services, 2nd Edition. Chief Davis referred to the organizational chart and explained how the operations will work. He pointed out that command officers are working supervisors, not white shirts standing on the street. Chief Davis referred to the paperwork in the agenda book which outlined what other surrounding cities do as far as their organizational chart.

Councilman Davis asked if he understood correctly that two EMS units will be sent to all fires? Chief Davis answered that we will be sending two EMS units to all structural fires, only because we need the personnel there to fight fire. If we get two calls simultaneously, then one will go to each call location. Personnel is cross trained. There will be ten firemen on a scene, which includes the Duty Command Officer.

Mayor Jennette stated that this looks good and asked if everyone understands what is going on with the new Station.

TRANTERS CREEK RV PARK PROPOSAL

Mr. Smith stated that the City has been contacted by the owners of Tranters Creek RV Park to provide sewer service. He stated this is different than the standard situation because it is located in Pitt County. We can provide this service and will be compensated at the out of city rate. We would be dedicating some capacity which is a concern, however the impact fees are designed to cover that capacity and the owner has agreed to bear all the costs, engineer, inspections, legal fees, etc. They get water from Stokes. We have a standard agreement we use. Normally, if they were getting city water or county water, it is a three inch connection and they would pay the impact fee of \$9,000 and a customer charge which is a minimum of \$577 per month plus the utilization charge. The issue here was they are going to add 110 units. Our system is set up to anticipated for a three inch meter for a facility that goes into operation all at once. They were looking for some way to pay in stages. After some negotiations, they arrived with a proposal where they would pay the \$9,000 for the three inch water meter in three installments, \$3,000 upfront, \$3,000 after two years, and \$3,000 beginning the fifth year. The two inch line for customer charge is \$288 a month minimum (what they wanted to pay), and the three inch is \$577 a month so we are proposing that for the first two years they pay the \$288, and then go to the \$577 a month, and they have agreed.

Mr. Smith stated that the agreement is not in final form; however, the owner needs to complete some financial arrangements so he needed an answered from Council.

Mayor Pro tem Mercer asked if we reduce meter fees and usage fees for other customers? Mr. Smith answered that we don't have another customer like this. It will take this person time to get up to 150 customers but they will pay for every gallon of sewage disposed of just like everyone else. The only ramp up is the impact fees will be paid over five years in \$3,000 increments, and the minimum will be \$288 for the first two years.

Mayor Pro tem Mercer stated that \$3,000 a year for three years, or he doesn't mind five years, but if they sell so many units in a year, then you trigger that second payment. He stated that if they sell in two years, give them three years grace period. Mr. Smith stated that could be done. Mr. Smith stated they talked about that. The problem is that some of these units are rented year round and some are seasonal and it got complicated.

Councilman Jennings stated he is concerned about the capacity issue. Do we have some assurance in the agreement that we wouldn't be talking about the existing 450 units? Mr. Smith stated it would require an additional agreement.

Councilman Woolard mentioned the study that was done for us to provide water and sewer in the Stokes area because of problems they had. Mayor Jennette stated that there was a housing development up that way but she doesn't remember who the developer was. Mr. Smith stated there has been a meeting with Greenville and Stokes to talk about a long term interconnection between the three systems. City Clerk will track this down.

Councilman Jennings asked can you add meaningful subdivision between here and there? He asked if we need to limit the scope of this to the new 150 units and not the 450? Mr. Smith stated that the three inch meter would serve more than 150 units. Councilman Jennings stated that he is talking about from capacity point. Mayor Pro tem Mercer stated that is the point that is worrying him. We have a facility sitting here with a certain capacity and then we talk about contracting capacity to another entity and we're not getting the money back for that capacity. If those people had to go buy that capacity, its going to cost them substantially more than any number that he has heard mention tonight. We need to ensure that when we relinquish that capacity, we are fully compensated for it.

Councilman Davis asked how soon are they ready for this? Mr. Smith stated they want to start this winter. Councilman Davis stated he wondered how the replacement of Tranters Creek Bridge will impact this. Mr. Smith stated they have an arrangement worked out. We will be responsible for maintenance in the public right of way.

Councilman Jennings stated he didn't want to miss out on anything that would come up in the meantime because we have the other 450 possible tie ins out there.

Mr. Smith will bring the agreement back.

LUMINARIES DURING CHRISTMAS

Chief Davis stated that he has had a request from Smallwood to put up luminaries at Christmas. This would be in violation of the state's burning ban that prohibits open flames more than 100 feet away from a house. That doesn't cover things within 100 feet of a house. The Beaufort County Commissioners enacted a limited state of emergency that prohibits any open flame within 100 feet of a house, which closes the gap. Chief Davis stated that we have an ordinance that does not allow burning. He stated that he told the people in Smallwood we would let them know Wednesday. He is attending a meeting Tuesday night at Emergency Management Office about the burning ban to see how they are addressing this.

Mr. Smith recommended that we allow the luminaries within 100 feet of the residents, subject to the Fire Marshall making any decision regarding to wind. Chief Davis stated that they would get up with the organizer if the winds became high.

Councilman Davis pointed out that there are some residents on Second Street that put out luminaries.

**CLOSED SESSION – UNDER G. S. 143-318.11 (A)(3)
ATTORNEY/CLIENT**

On motion if Councilman Woolard, seconded by Mayor Pro tem Mercer, Council unanimously agreed to go into closed session under G. S. 143-318.11(a)(3) Attorney/Client Privilege at 7:30 p.m.

On motion of Councilman Woolard, seconded but Councilman Jennings, Council unanimously agreed to come out of closed session at 8:25 p.m.

**ACCEPT BUDGET ORDINANCE AMENDMENT FOR THE ELEFTRIC FUND IN
THE AMOUNT OF \$80,000**

On motion of Councilman Jennings, seconded by Councilman Woolard, Council unanimously adopted the budget ordinance amendment for the Electric Fund in the amount of \$80,000 to defray litigation expenses.

**AN ORDINANCE TO AMEND THE BUDGET ORDINANCE
OF THE CITY OF WASHINGTON, N.C.
FOR THE FISCAL YEAR 2007-2008**

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

Section 1. That the Estimated Revenues in the Electric Fund be increased in the amount shown in the following accounts:

35-90-3350-8000	Miscellaneous Revenue	\$25,000
35-90-3810-8100	Sale Scrap	8,000
35-90-3991-9910	Fund Balance Appropriated	<u>43,955</u>
		\$76,955

Section 2. The account number 35-90-9990-9900, Contingency portion of the Electric Fund appropriations budget be decreased in the amount of \$3,045 to provide funds for professional services.

Section 3. That account number 35-90-7220-0401, Professional Services, Electric Director portion of the Electric Fund appropriations budget be increased in the amount of \$80,000 to provide funds for litigation expenses.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon its adoption.

Adopted this the 10th day of December, 2007.

s/Judy Jennette
JUDY JENNETTE
MAYOR

ATTEST:

s/Rita A. Thompson
RITA A. THOMPSON, CMC
CITY CLERK

PURCHASE NAVIGATION EASEMENT OWNED BY DR. COLEMAN

On motion of Councilman Jennings, seconded by Councilman Woolard, Council unanimously ratified and authorized the purchase of an aviation easement and right of way over that certain 2.63 acres owned by Dr. James and Mrs. Jean Coleman adjacent to the Airport off Springs Road for the purpose of maintaining clear aircraft approach zones for the Warren Field Airport as required by the Federal Aviation Administration.

REQUEST FROM MAYOR PRO TEM MERCER

Mayor Pro tem Mercer asked that the City Manager furnish him the following items:

- 1) Current job description and pay raise scale
- 2) Current list of employees and their job rating and pay
- 3) Most recent overtime report
- 4) Monthly computer printout on budget
- 5) Personnel Policy

Councilman Jennings asked that all Councilmembers receive it.

SHIFTING OF DEPARTMENTS WITHIN CITY HALL

Mayor Pro tem Mercer stated that several things have happened in the last two or three weeks and he and Councilman Davis have talked about it. He understands there is apparently some discussion of substantial reorganization within the City structure, some of which will involve substantial modifications to this building in order to accomplish the reorganization. He stated he is not aware of what has transpired in the past but only hearing bits and pieces from different people. He stated he would like the City Manager, at his convenience, to put together a package showing what organizational changes are underway. He asked that none of those changes be initiated until they have had a chance to look at it and review it. Mr. Smith stated that the Fire and Finance has been executed but the Building Inspections has not. Mayor Pro tem Mercer stated he has heard discussions on the Inspections but he would like to know what the Manager is planning to do so he will know what is going on. Mr. Smith stated that requires an amendment to the Personnel Code.

Councilman Davis stated that he understands there is going to be some drastic shifting of departments within City Hall, and he is not sure it has been discussed. Mr. Smith stated it was discussed months ago. He stated that basically a door would be added in one of the locations.

Councilman Jennings asked if that is the extent of the drastic reorganization...putting in a door? Mr. Smith stated that there was discussion about moving the Building Inspections out of the Fire Department into a separate department and when you do that, the plan is to move Building Inspections so that the receptionist can be the receptionist for them also. Councilman Jennings asked for the scope of any infrastructure. Mr. Smith stated there used to be a counter right behind the receptionist so a door will be there and moving the inspectors up to that area and moving accounting to where Planning is. Planning or Public Works will move to the Third Floor. They don't require any building improvements.

Councilman Davis stated that the Planning and Zoning is probably one of the most used by our citizens and Finance is not...why not move Finance to the Third Floor, that seems the logical thing to do. People have been use to the Planning and Zoning being easily accessible to the public. If you move them to the Third Floor, it will cause the public a hardship. Mr. Smith stated that he has

no objection of moving Finance to the Third Floor but both Planning and Public Works have expressed a willingness to do that. With Finance, you have all the computers to move, but theoretically, you're right. Councilman Davis stated that he is not sure they were in favor of this, they were told that is where they were going to move to and were not given any input.

Mayor Jennette stated we are not suppose to micro manage everything. Councilman Jennings stated it is not a democracy either. He stated that he doesn't know the best design for a reorganization but the Manager has the lead on it. However, if we do any of that, it would be a great opportunity to give this building a facelift which is much needed. This is the face of Washington in terms of the city doing business with the public and it needs a facelift. Mr. Smith stated that unfortunately, we don't have the money to do what needs to be done and we have asbestos problems. Councilman Jennings stated that anything would help. Mr. Smith stated that maybe some employees will volunteer to help.

Councilman Davis stated that he still thinks there are better ways to do it and it needs to be re-thought before anything is done.

Mayor Jennette stated we will await for a proposal and see what everybody comes up with.

ADJOURN MEETING

On motion of Councilman Woolard, seconded by Councilman Brooks, Council unanimously adjourned the meeting at 8:50 p.m.

**Rita A. Thompson, CMC
City Clerk**