

MOREHEAD CITY
NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL

George W. Ballou, *Mayor Pro Tem*
Demus L. Thompson
William F. Taylor
Diane C. Warrender
Harvey N. Walker, Jr.

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
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www.moreheadcity.nc.gov

David S. Whitlow
City Manager

AGENDA
MOREHEAD CITY TOWN COUNCIL
Monday, October 20, 2014 at 5:30 p.m.
Municipal Chambers
202 South 8th Street

- I. **Regular Meeting Call to Order, Invocation and Pledge of Allegiance**
- II. **Special Presentation: Resolution of Sympathy in Remembrance of Police Officer Christina Della Cava**
- III. **Adoption of the CONSENT AGENDA:**
 - A. **Approval of Minutes: Tuesday, September 9, 2014 – Regular Meeting**
 - B. **Approve the Requests for Release of Overpayment of Ad Valorem Taxes for September 2014 in the amount of \$38.45 and Accept the Tax Collector and Finance Director Reports for September 2014**
 - C. **Approve Agreements with the North Carolina Department of Transportation [NCDOT] and the Town of Morehead City for Mowing and Sweeping Reimbursement**
 - D. **Adopt Memorial Resolution 2014-42 in Remembrance of Police Officer Christina Della Cava who passed on July 13, 2014**
 - E. **Adopt Three [3] Budget Ordinance Amendments:**
 - **Budget Ordinance Amendment 2014-36 for Various Items**
 - **Budget Ordinance Amendment 2014-37 for School Property Acquisition/Improvements Capital Project Fund**
 - **Budget Ordinance Amendment 2014-38 for Water and Sewer Extensions/Improvements Capital Project Fund**
 - F. **Award Contract No. 87 – 2014 Sanitary Sewer Improvements [Sewer & Water Concrete] to the Low Bidder, KBS Construction Company, in the Amount of \$88,620.00**
- IV. **Public Hearing: Voluntary Contiguous Annexation Request for Williams Family Properties, LLC [Al Williams] for property located at 5192 Highway 70, .64 acres, PIN #6356-1287-1208-000 and Part Lot 41 Lot 43 Industrial Park, .133 acres, PIN #6356-1287-0422-000 – Adopt Ordinance 2014-33**

V. Unfinished Business:

V.A. Award Otis Landing [Jib Property] Bids to the Low Bidder, T.D. Eure in the Amount of \$300,000

V.B. Approve Contract with McDavid and Associates of Farmville, N.C. for Planning and Design of the Arendell Street Sidewalk Project from North 25th to North 35th Streets in the Amount of \$13,500 Contingent upon North Carolina Department of Transportation [NCDOT] Review and Approval

VI. Citizen Requests/Comments: [2 minute time limit]

VII. City Manager's Report: Surplus Real Property Disposal Update

VIII. Council Requests/Comments

IX. Discuss and Receive Comments on North Carolina Department of Transportation [NCDOT] Option #3 for the Construction of Certain Medians on Arendell Street [Highway #70] in Morehead City and Possible Adoption of Resolution 2014-43 In Support of Option #3 for the Construction of Medians on Arendell Street [Highway #70] in Morehead City, N.C.

X. Adjournment

TOWN OF MOREHEAD CITY

REQUEST FOR TOWN COUNCIL ACTION

AGENDA ITEM: II.
DATE: October 20, 2014

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Special Presentation: Resolution of Sympathy in Remembrance of
Police Officer Christina Della Cava

Background Information Attached: Yes X No

The Town of Morehead City strives to honor those who have performed exemplary service for the betterment of its citizens. Christina Della Cava who passed on July 13, 2014, was a member of the Morehead City Police Department. She began her career on October 10, 2011, as Police Officer I. She will be remembered by her brothers and sisters in blue for her smile, joy, laughter, energy and compassion.

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Naves _____ Postponed/Tabled _____

MOREHEAD CITY NORTH CAROLINA



David S. Whitlow
City Manager

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RESOLUTION OF SYMPATHY 2014-42 In Remembrance Of Police Officer Christina Della Cava

WHEREAS, the death of **Christina Della Cava** on July 13, 2014, leaves our community with a deep feeling of sorrow for the loss of such an honored and respected citizen; and

WHEREAS, **Christina Della Cava** was born in Cold Springs, New York, on August 12, 1986, and grew up in Florida; after marrying in January 2007, the couple moved to North Carolina where she attended Meredith College and North Carolina State in Raleigh, she graduated from the Basic Law Enforcement Training Center at Craven Community College; and

WHEREAS, she was the beloved mother of her daughter, Jozelyn Rose, affectionately known as "Jo Jo"; and

WHEREAS, **Christina Della Cava** began her career with the Morehead City Police Department on October 10, 2011 as Police Officer I; and

WHEREAS, the performance of her duties and responsibilities, and her working relationships were always characterized by an obvious dedication to the citizens she served; and

WHEREAS, **Christina Della Cava** will be remembered by her brothers and sisters in blue for her smile, joy, laughter, energy and compassion.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Town of Morehead City, speaking on behalf of all our citizens, hereby extends to the members of her family this expression of sincere regret for her loss and hope that they will be consoled by the memories of her life.

DATED, this the 20th day of October, 2014.



Gerald A. Jones, Jr., Mayor

Attest:

Jeanne M. Giblin, City Clerk

TOWN OF MOREHEAD CITY

REQUEST FOR TOWN COUNCIL ACTION

AGENDA ITEM: III.

DATE: October 20, 2014

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Adoption of the CONSENT AGENDA:

Background Information Attached: Yes No

III.A. Approval of Minutes: Tuesday, September 9, 2014 – Regular Meeting

Approve the minutes of Tuesday, September 9, 2014, and dispense with the reading.

III.B. Approve the Requests for Release of Overpayment of Ad Valorem Taxes for September 2014 in the amount of \$\$38.45; and Accept the Tax Collector and Finance Director Reports for September 2014

Approve the Requests for Release of Overpayment of Ad Valorem Taxes for September 2014 in the amount of \$38.45; and Accept the Tax Collector and Finance Director Reports for September 2014.

III.C. Approve Agreements with the North Carolina Department of Transportation [NCDOT] and the Town of Morehead City for Mowing and Sweeping Reimbursement

Attached are two [2] contracts between the Town of Morehead City and the North Carolina Department of Transportation [NCDOT] for reimbursement from the state for certain services done by the City. One [1] contract relates to NCDOT requesting the City perform routine and/or cleanup mowing of vegetation within the rights-of-way of certain state maintained routes. NCDOT will reimburse the City for the actual cost for labor and equipment not to exceed a maximum amount of \$4,000 for up to six [6] mowing cycles per year. The second agreement is for routine sweeping of the curb and gutter along Arendell Street from the western City limit to the fence at the State Port. NCDOT will reimburse the City for the actual cost for labor and equipment not to exceed a maximum amount of \$3,700 for up to six [6] sweeping cycles per year. The Public Works Committee reviewed the proposed agreements.

Approve Agreements with the North Carolina Department of Transportation [NCDOT] and the Town of Morehead City for Mowing and Sweeping Reimbursement.

III.D. Adopt Memorial Resolution 2014-42 in Remembrance of Police Officer Christina Della Cava who passed on July 13, 2014

Adopt Memorial Resolution 2014-42 in Remembrance of Police Officer Christina Della Cava who passed on July 13, 2014.

III.E. Adopt Three [3] Budget Ordinance Amendments:

Budget Ordinance Amendment 2014-36 for Various Items

The purpose of this amendment is to adjust the budget in the General Fund as follows:

- To increase the Central Services budget by \$4,800 for City Hall maintenance in the Planning Department.
- To increase Transfers to Other Funds for \$33,000 to be transferred to the School Building Acquisition/Improvement Capital Project Fund for the estimated costs of a structural assessment for the Charles Wallace Building.
- To decrease Transfers to Other Funds by \$136,350. This amount was included in the initial FYE June 30, 2015 budget to fund three [3] new positions in the Fire/EMS Fund beginning in October 2014. These positions (plus 6 more) will be funded from Wildwood District charges for services and increased ambulance fees instead of the General Fund transfer.
- Increase Contingency by \$98,550, the net amount of the above three [3] items.

The purpose of this amendment is to adjust the budget in the Fire/EMS Fund as follows:

- Recognize increased revenue and expenditures for assumption of Fire/EMS services to the Wildwood District in the amount of \$436,500 to be paid by Carteret County and estimated increased ambulance fees in the amount of \$75,000.
- Increase revenue and expenditures by \$1,675 for insurance reimbursement for vehicle damages during a recent rain/flooding event.
- Decrease Transfers from General Fund in the amount of \$136,350 initially budgeted for 3 new positions scheduled to begin in October, 2014. Funding for these positions, plus 6 more, is included in the first item of this budget amendment and the General Fund transfer will not be necessary. Expenditures are reduced by the same amount.

Budget Ordinance Amendment 2014-37 for School Property Acquisition/Improvements Capital Project Fund

The purpose of this amendment is to update the budget as follows:

- Increase Transfers from General Fund and Wallace School Building Improvement expenditures by \$33,000 for the estimated cost of the structural assessment for the Charles Wallace Building.

Budget Ordinance Amendment 2014-38 for Water and Sewer Extensions/Improvements Capital Project Fund

The purpose of this amendment is to adjust the budget as follows:

- Increase interest income \$3,201 to reflect additional earnings in the fund.
- Reduce Contributed Capital-Morgan St. by \$16,036 to reflect actual revenue received by the developer and decrease Morgan St. expenditures by \$11,036.
- Recognize Rural Center grant funds of \$40,000 received related to the Vinings at Wildwood project and decrease Contributed Capital-Vinings at Wildwood by the same amount.
- Decrease Contributed Capital-Vinings by \$3,888 to reflect actual revenue received by the developer and decrease Vinings related expenditures by \$13,560 to reflect actual project costs.
- Adjust the amount reserved for future appropriation as follows:
 - Increase by \$3,201 for additional interest income received

- Decrease by \$5,000 for Town funding of Morgan St. improvements
- Increase by \$9,672 for revenue and transfers related to Vinings that exceeded project costs

The Finance Committee of the Council reviewed the proposed budget amendments and recommended adoption.

Adopt Budget Ordinance Amendment 2014-36 for Various Items, adopt Budget Ordinance Amendment 2014-37 for School Property Acquisition/ Improvements Capital Project Fund and Budget Ordinance Amendment 2014-38 for Water and Sewer Extensions/Improvements Capital Project Fund.

III.F. Award Contract No. 87 – 2014 Sanitary Sewer Improvements [Sewer & Water Concrete] to the Low Bidder, KBS Construction Company, in the Amount of \$88,620.00

On September 30, 2014, the following bids were received for Contract No. 87 – Sanitary Sewer Improvements:

KBS Construction Company	\$	88,620.00
Sunland Builders	\$	94,975.00
James L. Cayton Utilities, Inc.	\$	96,800.00
Thomas Simpson Construction	\$	99,341.78
Bear Contracting	\$	137,655.00

The award is recommended to KBS Construction Company in the amount of \$88,620.00. The Public Utilities Committee of the Council reviewed the bids.

Award Contract No. 87 – 2014 Sanitary Sewer Improvements [Sewer & Water Concrete] to the Low Bidder, KBS Construction Company, in the Amount of \$88,620.00.

Recommended Action: Adopt the CONSENT AGENDA in one [1] motion. Any item[s] may be removed and discussed separately.

Board Action: Approved: 1st: _____ 2nd: _____
 VOTE: Ayes _____ Nays _____ Postponed/Tabled _____

A.

**Town Council Minutes
Morehead City, North Carolina**

Tuesday, September 9, 2014

The Honorable Council of the Town of Morehead City met in Regular Session on Tuesday, September 9, 2014, at 5:30 p.m., in the Municipal Chambers located at 202 South 8th Street, Morehead City, North Carolina. Those in attendance were:

MAYOR:	Gerald A. Jones, Jr.
MAYOR PRO-TEM:	George W. Ballou
COUNCIL:	William F. Taylor
	Demus L. Thompson
	Harvey N. Walker, Jr., Absent
	Diane C. Warrender
CITY MANAGER:	David S. Whitlow
CITY CLERK:	Jeanne M. Giblin
CITY ATTORNEY'S OFFICE:	Nelson W. Taylor, III; Derek Taylor; Mike Thomas
OTHERS:	Fire/EMS Chief Jamie Fulk, Daniel Williams, Holly

Fletcher, Sandy Bell, Keri McCann, Tom Kies, Laura Murphy, Samer Hamad, Beth Atkins, Chuck Sewell, Jane Sewell, Alyn Lasko, Barry McCrory, Linda Howard, Eric Remington, Chase Flowers, Victoria Killmon, Sandy Bell, Eric Broyles, Mark Hibbs, Reporter, THE CARTERET NEWS TIMES and several others

I. Regular Meeting Call to Order, Invocation and Pledge of Allegiance

Mayor Jones called the meeting to order at 5:30 p.m. Councilman Thompson gave the invocation and all joined in The Pledge of Allegiance.

Mayor Jones announced that Councilman Harvey Walker will be absent from this meeting.

II. Special Presentations

II.A. "Fizz, Boom, Read!" Webb Memorial Library Staff

Librarian Sandy Bell introduced Laura Murphy, Children's Program Coordinator, who reported that the Webb Memorial Library Summer Reading Program for Children was all about science this year. There were 170 children from the ages of 2 to 15 years old signed up for the program in which participants had to complete 15 hours of reading, ten [10] specific activities and compose a short story to accomplish the entire program. A prize was given for each activity completed. Ms. Murphy and Ms. Bell gave a demonstration of a scientific activity and thanked the 15 teen volunteers who contributed their time and the many sponsors who made this year's program a success.

II.B. Mayor's Proclamation In Support Of Carteret Literacy Council's 13th Annual Spelling Bee

This is the 13th year of the Carteret Literacy Council's Annual Literacy Spelling Bee. The event will be held on Friday, October 17, 2014, at 6:00 p.m., at The History Place at 1008 Arendell Street in Morehead City. The Literacy Council is a non-profit organization,

founded in 1984, to provide free one-on-one tutoring through trained volunteers to adults, out of school youth, high school, middle school and elementary school students. Mayor Jones presented Mr. Alyn Lasko the proclamation which he received on behalf of the Literacy Council. Mr. Lasko thanked the Council for their support and noted that the Carteret Literacy Council has been in existence for 26 years.

III. Adoption of the CONSENT AGENDA

III.A. Approval of Minutes: Tuesday, August 12, 2014 – Regular Meeting

Approved the minutes of Tuesday, August 12, 2014, Regular Meeting and dispensed with the reading.

III.B. Approve the Requests for Release of Overpayment of Ad Valorem Taxes for August 2014, in the amount of \$49.23; and Accept the Tax Collector and Finance Director Reports for August 2014

Approved the requests for release of overpayment of ad valorem taxes for August, 2014, in the amount of \$49.23; and accepted the Tax Collector and Finance Director Reports for August 2014. [The Financial Reports are attached to and made a part of these minutes herein by reference.]

III.C. Voluntary Contiguous Annexation Request for Williams Family Properties, LLC [AI Williams] for property located at 5192 Highway 70, .64 acres, PIN #6356-1287-1208-000 and Part Lot 41 Lot 43 Industrial Park, .133 acres, PIN #6356-1287-0422-000 – Adopt Resolution 2014-37 Directing the Clerk to Investigate the Petition and Resolution 2014-38 Setting the date of the Public Hearing for Monday, October 20, 2014 at 5:30 p.m.

The properties under consideration for annexation are contiguous to the present City limits, contain approximately 0.77 acres and are zoned CH [Highway Commercial] District. The current tax value is estimated to be \$359,587. Based on a \$0.33 tax rate, \$1,186.63 in tax revenues would be generated. Water and sewer will be accessed from Highway 70 and Industrial Drive. All costs associated with extending the water/sewer service to the newly annexed property will be the responsibility of the owner.

Adopted Resolution 2014-37 Directing the Clerk to Investigate the Petition and Resolution 2014-38 Setting the date of the Public Hearing for Monday, October 20, 2014 at 5:30 p.m. for Voluntary Contiguous Annexation Request for Williams Family Properties, LLC [AI Williams] for property located at 5192 Highway 70, .64 acres, PIN #6356-1287-1208-000 and Part Lot 41 Lot 43 Industrial Park, .133 acres, PIN #6356-1287-0422-000. [Resolution 2014-37 and Resolution 2014-38 are attached to and made a part of these minutes herein by reference.]

III.D. Adopt Resolution 2014-39 Opposing the National Park Service's Draft Off-Road Management Plan and Environmental Impact Statement for Cape Lookout National Seashore

The proposed Off-Road Management Plan and Environmental Impact Statement

aims to put specific numbers to off-road vehicles, specify where they can travel, formally set speed limits and set seasons when they can travel on the seashore. Visitors to the park are an economic impact to Morehead City and the surrounding areas. The Carteret County Board of Commissioners adopted a similar resolution on August 18, 2014.

Adopted Resolution 2014-39 Opposing the National Park Service's Draft Off-Road Management Plan and Environmental Impact Statement for Cape Lookout National Seashore. [Resolution 2014-39 is attached to and made a part of these minutes herein by reference.]

III.E. Approve Extension of the Morehead Docks [Jaycee Park] Marina Management Agreement with Denard Harris of Portside Marina for an Additional Two [2] Years

At the last Public Works Committee of the Council meeting a proposed extension of the Morehead Docks (Jaycee Park) Marina Management Agreement was reviewed and discussed. The current agreement is with Denard Harris, Portside Marina and expires October 31 of this year. The proposal extends the agreement's term for an additional two [2] years. It also provides for additional one [1] or two [2] year extensions. Other terms remain the same including the rate of compensation.

After discussion, the Committee recommended to extend the current Marina Management Agreement with Denard Harris of Portside Marina for an additional two [2] years.

Approved the Extension of the Morehead Docks [Jaycee Park] Marina Management Agreement with Denard Harris of Portside Marina for an additional two [2] years with the terms remaining the same as the current agreement. [The agreement is attached to and made a part of these minutes herein by reference.]

III.F. Approve Authorization for City Staff to Negotiate a Contract with McDavid and Associates of Farmville, N.C. for Planning and Design of the Arendell Street Sidewalk Project from North 25th to North 35th Streets

On August 18, 2014, the Public Works Department requested proposals from firms interested in providing services necessary to plan and design a sidewalk along the north side of Arendell Street from the Camp Glen School to North 25th Street where a sidewalk exists in the 2400 Block of Arendell Street. The project is funded largely through a grant from NCDOT [North Carolina Department of Transportation].

Proposals were received from McDavid and Associates of Farmville, N.C. and Rivers and Associates from Greenville, N.C. Both proposals were evaluated and graded according to the outline provided in the request for proposals with McDavid's proposal scoring highest. The planning and design services related to the sidewalk project were reviewed by the Public Works Committee of the Council.

The Committee recommended the authorization for staff to begin negotiating a contract with McDavid and Associates for the design of the Arendell Street sidewalk project from North 25th to North 35th Streets.

Approved the Authorization for City Staff to negotiate a contract with McDavid and Associates of Farmville, N.C. for planning and design of the Arendell Street Sidewalk Project from North 25th to North 35th Streets.

III.G. Approve FEMA [Federal Emergency Management Act] Community Rating System Annual Progress Report

The Town of Morehead City has been an active participant in the FEMA [Federal Emergency Management Act] Community Rating System for a number of years. As a result, City residents who have properties located within the flood zone get a 10 percent reduction in their flood insurance premiums. The Annual Progress Report for the Flood Plain Management Plan is attached.

Approved the FEMA [Federal Emergency Management Act] Community Rating System Annual Progress Report. [The FEMA Report is attached to and made a part of these minutes herein by reference.]

III.H. Award Contract #82 – Tootle Road Well Raw Water Line to the Low Bidder, Herring-Rivenbark, Inc. in the Amount of \$552,292.12

The following bids were received August 26, 2014, for Contract #82—Tootle Road Well Raw Water Line:

Herring-Rivenbark, Inc.	\$	552,292.12
Thomas Simpson Construction	\$	573,508.74
Wells Brothers	\$	699,016.00
Ralph Hodge Construction	\$	758,710.00
Sunland Builders	\$	807,343.00
Cieszko Construction	\$	878,822.00

City Engineer, F. Tyndall Lewis, recommended the award of the bid to Herring-Rivenbark, Inc. in the amount of \$552,292.12 subject to United States Department of Agriculture [USDA] approval. The USDA project budget includes the funds for the work which is derived from the same funding the City used to build the water plants. The Public Utilities Committee of the Council recommended awarding the contract to the low bidder.

Awarded Contract #82 – Tootle Road Well Raw Water Line to the low bidder, Herring-Rivenbark, Inc. in the amount of \$552,292.12.

III.I. Adopt Resolution 2014-40 for Morehead City to Participate in the North Carolina Governor's Highway Safety Program in the Amount of \$7,350 with a Local Match of \$2,450 and to Adopt Budget Ordinance Amendment 2014-35 to Allocate the Funding for the Program

The Morehead City Police Department requested approval to submit an application for the North Carolina Governor's Highway Safety Program in order to acquire two [2] display pole mounted signs. The federal amount of the grant is \$7,350 with a local match of \$2,450 from Morehead City. The Police Department has participated in the past in this program with excellent results. The Public Safety Committee reviewed the request and recommended approval.

The purpose of Budget Ordinance Amendment 2014-35 is to adjust the budget as follows:

- To recognize \$7,350 Governors' Highway Safety Program 2014 grant funding and to increase expenditures in the Police Department \$9,800 related to this grant.
- To reduce Contingency \$2,450 to provide for the Town's 25 percent match related to the above reported grant.

Adopted Resolution 2014-40 for Morehead City to participate in the North Carolina Governor's Highway Safety Program in the amount of \$7,350 with a Local Match of \$2,450 and adopted Budget Ordinance Amendment 2014-35 to allocate the funding for the program. [Resolution 2014-40 is attached to and made a part of these minutes herein by reference, Budget Ordinance 2014-35 is attached to Ordinance Book #7 in the vault.]

Councilman Taylor MOVED, seconded by Councilman Thompson, and carried unanimously [Councilman Walker absent], to adopt the CONSENT AGENDA with one [1] motion.

IV. Public Hearing: Voluntary Contiguous Annexation Request for Keith and Mary Fowler for property located at 4503 Country Club Road, PIN #6366-1176-0045-000, 0.46 acres, Zoned R-20 [Single Family Residential] District – Adopt Ordinance 2014-30

Planning Director Linda Staab reported that the property under consideration for annexation (6366-1176-0045-000) is contiguous to the present city limits, contains approximately 0.46 acre and is zoned R20 (Single-Family Residential District). The site in question is not part of a subdivision, and therefore will not fragment a subdivision. The current tax value of the property is estimated to be \$89,675. Based on a 33-cent [\$0.33] tax rate, \$295.93 in tax revenues would be generated. Water and sewer will be accessed from Country Club Road. All costs associated with extending the water/sewer service to the newly annexed property will be the responsibility of the owner. The Planning Committee of the Council recommended the adoption of Ordinance 2014-30.

Mayor Jones opened the public hearing. No one spoke for or against the proposed annexation.

Mayor Jones closed the public hearing.

Councilman Thompson MOVED, seconded by Councilwoman Warrender, and carried unanimously [Councilman Walker absent], to adopt Ordinance 2014-30 granting voluntary contiguous annexation to Keith and Mary Fowler for property located at 4503 Country Club Road, PIN #6366-1176-0045-000, 0.46 acres, zoned R-20 [Single Family Residential] District. [Ordinance 2014-30 is attached to Ordinance Book #7 in the vault.]

V. Unfinished Business: Adopt Ordinance 2014-29 and Resolution 2014-32 of the Council of the Town of Morehead City, N.C. to Amend Articles 2-2 and 11-3 of the Unified Development Ordinance [UDO] to Add a New Definition for

“Condominium Hotel/Condotel” and to Add the Use as a Permitted Use in the Office and Professional [O & P] District [Second Vote]

Mayor Jones reported that at the August 12, 2014, Council Meeting numerous individuals made comments regarding the request. The Council also discussed the various merits of permitted use versus special use. Councilman Taylor made the motion, seconded by Councilwoman Warrender, to adopt Ordinance 2014-29 and Resolution 2014-32 of the Town of Morehead City to amend Articles 2-2 and 11-3 of the Unified Development Ordinance [UDO] to add a new definition for “Condominium Hotel/Condotel” and to add the use as a “Permitted Use” in the Office and Professional [O & P] District. Councilman Thompson, Councilman Taylor and Councilwoman Warrender voted affirmative with Councilman Ballou and Councilman Walker voting opposed. The motion to approve this land use change required a super majority to be adopted, hence the request was again presented at this time with only a simple majority being needed for passage.

Councilman Taylor MOVED, to adopt Ordinance 2014-29 and Resolution 2014-32 of the Council of the Town of Morehead City, N.C. to Amend Articles 2-2 and 11-3 of the Unified Development Ordinance [UDO] to add a new definition for “Condominium Hotel/Condotel” and to add as a Permitted Use in the Office and Professional [O & P] District.

Mayor Jones opened the floor for Council discussion.

Councilman Ballou stated that he hoped to clarify his vote at the last meeting with the following explanation: *“First I am not against a hotel or progress in our downtown. I think my record will reflect that. With my years of experience serving on the Planning Board and now as your elected official, I have and will continue to look for the best decisions for our City.*

Last meeting night and tonight the Council was being asked to amend our Zoning Ordinance to allow a condotel in the O & P District. Last meeting I thought it was best and voted to agree with our Planning Board to allow a condotel as a Special Use. I was not voting against progress downtown or a hotel downtown, but the procedure allowing a condotel in the O & P District. This ordinance change does not only affect Harborview, but all of the O & P District city-wide. There is not a person in this room if your neighborhood or your property adjoined the O & P District would not want all layers of review and all eyes on the ball moving forward with a condotel being proposed in your backyard.

We as a City use Special Use Zoning and Conditional Use Zoning all the time as procedures and conditions to protect your property rights. I thought the best decision for this proposal was Special Use. I do not think that is voting against the condotel, but the way or procedure of how we got there. The majority of the Council voted to allow condotel as a Permitted Use, can I live with Permitted Use? I can. Do I think it the best procedure to get there? No. But I can agree to disagree to move us forward!”

Councilman Thompson requested clarification from the City Attorney as it relates to parking stating and that the applicants had assured him that they had the necessary parking without question.

City Attorney Derek Taylor further clarified that the motion provided that two [2] parking spaces were necessary for the project so the ordinance that was proposed would set the standard of two [2] parking spaces per unit for this project.

Councilman Taylor MOVED, seconded by Councilwoman Warrender, and carried unanimously, [Councilman Walker absent] to adopt Ordinance 2014-29 and Resolution 2014-32 of the Council of the Town of Morehead City, N.C. to Amend Articles 2-2 and 11-3 of the Unified Development Ordinance [UDO] to add a new definition for “Condominium Hotel/Condotel” and to add as a Permitted Use in the Office and Professional [O & P] District. [Resolution 2014-32 is attached to and made a part of these minutes herein by reference. Ordinance 2014-29 is attached to Ordinance Book #7 in the vault.]

VI. New Business:

VI.A. Adopt Ordinance 2014-34 Amending the Town of Morehead City Code of Ordinances, Chapter 8, Licenses, Permits and Business Regulations, Article VI, Taxicabs, Section 8-189 Duration

City Manager Whitlow reported that the Public Safety Committee of the Council met on September 3rd and discussed amending the City's taxi ordinance regarding the need for a taxi and/or limited taxi service to appear before Council for a renewal of a Certificate of Convenience and Necessity every two [2] years. It was determined that if no formal written complaints were received from the public during the preceding two [2] years and if the present franchise met all the other necessary requirements of the ordinance, the City Clerk could issue a renewed certificate for another two [2] years. The Public Safety Committee recommended the adoption of Ordinance 2014-34. This will simplify the process and save money from the advertising fee.

Councilman Taylor asked about the procedure if only oral complaints were received.

City Manager Whitlow replied that City staff would request that the individual place the complaints in writing.

Councilman Taylor commented that the current taxi ordinance specifies very extensive requirements and these would still be in effect.

Councilman Thompson MOVED, seconded by Councilman Taylor, and carried unanimously [Councilman Walker absent], to adopt Ordinance 2014-34 Amending the Town of Morehead City Code of Ordinances, Chapter 8, Licenses, Permits and Business Regulations, Article VI, Taxicabs, Section 8-189 Duration. [Ordinance 2014-34 is attached to Ordinance Book #7 in the vault.]

VI.B. Board of Adjustment Appointments

Mayor Jones reported that there are currently two [2] vacancies on the Board of Adjustment, an In-City Regular Member and an Extra-Territorial Jurisdiction Alternate Member. The Planning Committee of the Council discussed moving Sally Lumpkin to the In-City Regular Member seat and recommended Charles Sewell for appointment to the

Board of Adjustment as an In-City Alternate Member. He lives in Country Club Run which would help distribute the Board Membership throughout the City.

Tripp Mudge currently serves as an Extra-Territorial Jurisdiction Alternate Member and desires to be reappointed. The Planning Committee concurred that the Council recommend to the Carteret County Commissioners to reappoint Tripp Mudge.

Councilwoman Warrender MOVED, seconded by Councilman Thompson, and carried unanimously [Councilman Walker absent], to agree with the recommendations of the Morehead City Planning Committee to appoint Sally Lumpkin as an In-City Regular Member of the Morehead City Board of Adjustment; appoint Charles Sewell as an In-City Alternate Member of the Morehead City Board of Adjustment; and recommend the re-appointment of Tripp Mudge as an Extra-Territorial Jurisdiction Alternate Member of the Morehead City Board of Adjustment to the Carteret County Board of Commissioners.

VI.C. Adopt Resolution 2014-41 Setting an Unassigned Fund Balance Policy

Councilwoman Warrender reported that over the past several months, the Finance Committee of the Council has discussed the Council policy with regard to the unassigned fund balance. Around 1996/97, the Council became alarmed that its history of maintaining the amount of funding in the unassigned fund balance had left it in a precarious position. The fund balance over the preceding ten years had varied from under 1% of total budgeted expenditures to as much as 31%. During the same time, budgeted expenditures had grown from under \$2,000,000 to over \$4,000,000. At that time, the Council decided that setting a minimum fund balance policy would be prudent. After discussion, the Council set a policy that the fund balance should not be below \$2,000,000, with a preferred range of \$2 to 2,500,000. That policy has been the operative policy since 1997. Since 1997, the unassigned fund balance has been on a generally upward trend, moving from approximately \$1,000,000 to approximately \$4,000,000 in the past years.

The Local Government Commission [LGC] requires municipalities to maintain a fund balance of a minimum of 8% of total expenditures. Further, the LGC routinely notifies municipalities if their fund balance falls below 50% of the average peer group fund balance.

Councilwoman Warrender noted that the costs of running Morehead City for one [1] month, the fact that Morehead City was on the coast and was prone to hurricanes and storms and that the City would like to take advantage of the “pay as you go” system for capital improvements was incentive for a higher unassigned fund balance.

The Finance Committee also believes that as the economy continues to improve, investment earnings will improve and this would allow the fund balance to generate a more significant portion of the current revenues, partially offsetting the need for higher tax increases.

The Finance Committee recommended that the Council consider a policy that would require a minimum unassigned fund balance in the range of \$2,500,000 to \$2,750,000.

Councilwoman Warrender MOVED, seconded by Councilman Taylor, and carried unanimously [Councilman Walker absent], to Adopt Resolution 2014-41 Setting an Unassigned Fund Balance Policy. [Resolution 2014-41 is attached to and made a part of these minutes herein by reference.]

VII. Citizen Requests/Comments [2 minute time limit]

Eric Broyles of the Morehead City/Beaufort Tea Party spoke about the amount of debt undertaken by Morehead City and the projects which the City has undertaken which he felt were unnecessary. He spoke against the recent tax increase and the increase in the water/sewer rates. He concluded his comments by cutting up credit cards.

VIII. City Manager Report:

VIII.A. Contract Agreements between the Town of Morehead City and Carteret County to Provide Fire/EMS Services to the Mitchell Village/Crab Pointe and Wildwood Fire District

City Manager David Whitlow reported that the county and City have been working for the past 12 years to provide for Fire/EMS service to the Wildwood and CrabPoint/Mitchell Village areas. The contracts were ready to be executed. With the exception of the name of the district and the dollar amounts, the two [2] contracts are identical. The basic principles of the contracts are that Morehead City Fire/EMS Department would provide service to each district for ten [10] years, with an extension of the contract period for an additional ten [10] years. The contract amount is a fixed amount for operating expenses, with a provision to allow the Morehead City Fire/EMS Department to request additional funds for major equipment needs for service within the districts. This contract is a flat rate contract. It is City staff's belief that these contracts are advantageous for Morehead City and those residents in the fire districts. It would allow the City to better equate manpower and provide better services while also allowing the county to slightly reduce the tax rate. The capital costs involved would be supported by the county. The details are still being worked through such as converting over contracts for utilities, phone system, and inventory; certifications for individuals and equipment; and developing training standards and staffing; etc.

County funding is fixed for the first five [5] years, except for capital needs, and subject to a CPI [Consumer Price Index] adjustment in the sixth [6th] year and beyond. At the end of the ten [10] year period, terms will be renegotiated. Overall, the contracts are viewed by City staff as being a major step forward in the delivery of emergency services and a favorable approach for both Morehead City and the two [2] fire districts.

It is the request of the City staff that the Council approve the contracts. City Manager Whitlow recommended the approval of the contract agreements. The service changeover will take effect on October 1, 2014. City Manager Whitlow commended the staff and Chief for all they had done to make this happen.

Councilman Taylor emphasized two [2] points, upfront savings to the Fire Districts as far as district fire rates were concerned and that the Morehead City Fire/EMS Department could restage equipment and manpower thereby saving costs and continue to

meet fire standards. He continued that Chief Fulk and his staff deserved credit for making this happen for everyone.

Councilman Ballou echoed the points by Councilman Taylor and City Manager Whitlow.

Councilman Thompson noted that the City had the cooperation of the Carteret County Commissioners and it was a joint effort by everyone.

Councilman Ballou MOVED, seconded by Councilman Taylor, and carried unanimously [Councilman Walker absent] approved the Contract Agreements between the Town of Morehead City and Carteret County to Provide Fire/EMS Services to the Mitchell Village/Crab Pointe and Wildwood Fire District. [The contract agreements are attached to and made a part of these minutes herein by reference.]

VIII.B. Appointment of Acting City Manager

City Manager Whitlow will be out of the country and not accessible by either cell phone or email during much of the time from September 29 until October 16. Normally, should an emergency arise during his absence, contact can be made with a faster return to Morehead City if necessary. This will not be possible on this occasion.

§160A-149 of the General Statutes of North Carolina states: "By letter filed with the city clerk, the manager may designate, subject to the approval of the council, a qualified person to exercise the powers and perform the duties of manager during his temporary absence or disability. During this absence or disability, the council may revoke that designation at any time and appoint another to serve until the manager returns or his disability ceases."

With the approval of the Council, City Manager Whitlow will be designating Ellen Sewell to serve as the Acting City Manager from September 29 until October 16, 2014. In addition to being in a position to know most of the activities and programs that are ongoing in Morehead City, Ms. Sewell is also a signatory for our various accounts, therefore not requiring additional signature cards with our banks.

The Council is requested to give approval to this appointment.

Councilwoman Warrender MOVED, seconded by Councilman Thompson, and carried unanimously, [Councilman Walker absent] to Appoint Finance Director Ellen Sewell as Acting City Manager in the City Manager's absence. [Attached to and made a part of these minutes by reference is the letter from City Manager David S. Whitlow.]

VIII.C. Set a Public Meeting Date for Discussion of Highway 70 Project Median Option #3

City Manager Whitlow reported that over the spring and summer, City staff met with identified persons and organizations that had expressed concerns both for and against the proposed options for design and construction of medians on Route 70. City Staff received a number of comments and questions that have been discussed with representatives of

the North Carolina Department of Transportation [NCDOT]. At this time a public meeting should be called so that the Council can receive comments and determine whether it wishes to adopt a resolution supporting Option #3 or not. Should the Council support this option or any other, NCDOT is prepared to move the project forward and get it under contract before June 30, 2014. If Council determines that it does not want to go forward, NCDOT will not proceed with the project. However, if that is the option that Council chooses, any future efforts to make this type of improvement will have to compete with other state, regional and local projects for funding, with no guarantee that funding will be available.

The suggested dates were: Monday, October 20; Monday, October 27; Tuesday, October 28; Wednesday, October 29; Monday, November 3.

Councilman Taylor asked about the status of Option 3 and if any addition comments were received.

City Manager Whitlow stated that the comments from Parkway Baptist Church were that they were fine with the option. The storage business had a slight modification to bring the median more to the east, one [1] or two [2] other businesses were against any kind of median, and one [1] business was in favor of the median from Neuse Avenue to Friendly Road. A resident from Sound Drive was opposed to anything happening there because of possible subsequent traffic flow in the residential area. He then elaborated on the plans of Option #3 which is a reduction of about 75 percent of the medians from the original proposal. Option #3 places the medians where there are the most traffic accidents.

City Manager Whitlow continued that if the funds are not committed by June 30, 2015 to the project, the funding will disappear. These are specific highway safety funds and can only be used for that specific purpose.

By consensus the Council [Councilman Walker absent] agreed to hold the public meeting for discussion of Highway 70 Median Option #3 for Monday, October 20, 2014, at 7:00 p.m., in the Council Chambers located at 202 South 8th Street, Morehead City, N.C.

IX. Council Requests/Comments

X. CLOSED SESSION as per G.S. 143.318.11[a][6] to approve the CLOSED SESSION MINUTES of Tuesday, July 8, 2014, and to Conduct City Manager David S. Whitlow's Annual Evaluation

Councilman Taylor MOVED, seconded by Councilwoman Warrender, and carried unanimously [Councilman Walker absent], to enter into CLOSED SESSION.

Councilman Ballou MOVED, seconded by Councilman Thompson, and carried unanimously [Councilman Walker absent], to return to OPEN SESSION.

Councilwoman Warrender MOVED, seconded by Councilman Taylor, and carried unanimously [Councilman Walker absent], to approve and release Items # 1

and 2 of the Tuesday, July 8, 2014 CLOSED SESSION MINUTES and approve a 9.26 percent increase in compensation for City Manager David S. Whitlow.

XI. Adjournment

There being no further business, the meeting was adjourned at 7:40 p.m.

Gerald A. Jones, Jr., Mayor

Attest:

Jeanne M. Giblin, City Clerk

DRAFT

B.

TOWN OF MOREHEAD CITY
 REQUESTED REFUNDS
 AS OF 9/30/2014
 PREPARED BY SHIRL MEADOWS, TAX COLLECTOR

Tax Year	Payee/Taxpayer	Parcel No. and/or Account No.	Requested by/ Refund to	Amount of Tax & Interest Paid	Amount of Interest Due	Total Refund	Reason
2014	NICHOLAS GLEASON ETUX	495142	NICHOLAS GLEASON 110 EDGEWOOD DR CENTRAL VALLEY, NY 10917	38.45		38.45	PARTIAL VAL REL PER CO-TX PD; REF DUE
						0.00	
						38.45	

DATE _____

BOARD APPROVED
 REMARKS _____

CITY CLERK _____

MOREHEAD CITY NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL
George W. Ballou, *Mayor Pro Tem*
Demus L. Thompson
William F. Taylor
Diane C. Warrender
Harvey N. Walker, Jr.

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

David S. Whitlow
City Manager

TO: Honorable Mayor and Town Council

FROM: Shirl Meadows, Tax Collector

SUBJECT: Tax Collection Report

DATE: October 3rd, 2014

TOWN LEVIED TAXES:

The following taxes were collected for the month of September 2014:

2014	\$ 925,601.35	2009	\$ 0.00	2004	\$ 0.00
2013	\$ 4,634.53	2008	\$ 0.00	2003	\$ 0.00
2012	\$ 29.24	2007	\$ 0.00		
2011	\$ 0.00	2006	\$ 0.00	OTHER	
2010	\$ 0.00	2005	\$ 0.00	PENALTIES	\$ 549.71

The following is fiscal year to date tax information through September 30th, 2014 with comparatives to 2013:

	<u>2014</u>	<u>2013</u>
Tax Scroll (Net Levy)	6,137,925.65	5,775,945.07
Taxes collected (incl. discounts, net of refunds)	3,803,571.83	3,593,910.42
Balance due on taxes	2,334,353.82	2,182,034.65
Percentage of tax collected to date	61.97%	62.22%
Prior year taxes collected to date (net of refunds)	21,622.23	20,617.49
Prior year taxes outstanding	67,443.56	61,465.11
Interest and penalties collected to date (net of refunds)	2,319.29	2,258.18

Notes:

1. Overpayments for September 2014 totaled \$9,261.16. Refunds requested totaled \$38.45.
2. Attachments and garnishments are used as a means of collection on delinquent taxes.

MOTOR VEHICLE TAXES:

Carteret County collected the following taxes for the fiscal year through August 31st, 2014 with comparative information for 2013. The County collects and remits these taxes to the Town, net of a 1½% collection fee.

	<u>8/31/14</u>	<u>8/31/13</u>	
Fiscal year to date tax levy	42,327.33	71,130.58	A
Interest billed on taxes	398.47	268.89	B
Total billed	42,725.80	71,399.47	C
Current year taxes collected	42,697.14	21,652.03	D
Prior year taxes collected	2,762.35	8,252.38	E
Interest collected	648.58	618.39	F
Collection fee charged (Both sys)	1,892.03	414.84	G
Percentage of tax collected to date	100.87%	30.44%	H

The above figures for 2014 are a combination of the old County motor vehicle billing/collecting system and the new Tax & Tag system run by the Department of Revenue. The method of calculating the collection percentage for motor vehicles changed with the new Tax & Tag system. The expected collection percentage is at or near 100%.

MOREHEAD CITY

NORTH CAROLINA



COUNCIL

George W. Ballou, Mayor Pro Tem
Demus L. Thompson
William F. Taylor
Diane C. Warrender
Harvey N. Walker, Jr.

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

David S. Whitlow
City Manager

TO: Honorable Mayor and Town Council

FROM: Ellen Sewell, Finance Director

SUBJECT: Finance Report

DATE: October 7, 2014

Reported below are cash and investment balances and interest rates for the Town of Morehead City for September, 2014. Also, reported are prior year comparative balances for the same period:

	<u>Sept. 2014</u>	<u>Sept. 2013</u>
Central Depository Funds		
<u>Unrestricted Funds</u>		
Branch Bank & Trust-General disb. acct. (A)	\$ 2,842,236.35	\$ (169,259.76)
Branch Bank & Trust-Money Rate acct. (.10%)	5,915,430.13	8,150,066.48
Branch Bank & Trust Cert. Of Deposit	-0-	900,000.00
Branch Bank & Trust Cert. Of Deposit (various rates)	1,000,000.00	1,000,000.00
North Carolina Capital Mgmt. Trust-		
Cash Account (.01%)	735,068.38	13,481.28
Term Account (.07%)	5,025,957.16	3,252,097.62
Finistar (.17%)	<u>2,159,637.21</u>	<u>2,155,613.25</u>
Total-unrestricted cash and investments	17,678,329.23	15,301,998.87
<u>Restricted Funds</u>		
Branch Bank & Trust-Employee reimb. acct.	38,824.56	48,261.12
Branch Bank & Trust-USDA required restricted accts.	130,672.01	-0-
Branch Bank & Trust-USDA required restricted CD(s)	<u>22,139.00</u>	<u>117,587.00</u>
Total-restricted cash and investments	191,635.57	165,848.12
Total cash and investments-Sept. 30	17,869,964.80	15,467,846.99
Total cash and investments-August 31	16,436,887.60	15,395,632.44
Increase (decrease)	1,433,077.20	72,214.55
Interest received Sept.	1,566.66	1,899.84
Interest received fiscal year to date	\$ 3,672.32	\$ 4,875.46

Loan Escrow Funds

Branch Bank & Trust-Water Treatment		
Capital Project Fund interim loan proceeds (B)	\$ -0-	\$ 3,137,650.07

(A) Town began maintaining a \$2,500,000 minimum balance in the general disbursement account to reduce bank service charges in April, 2014. The interest rate equivalent on the service charge reduction is ~.25%.

(B) The Water Treatment Plant Project loan escrow funds were fully expended at 4/30/2014.

C.

NORTH CAROLINA
CARTERET COUNTY

MOWING REIMBURSEMENT AGREEMENT

DATE: 6/5/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 2.101611

TOWN OF MOREHEAD CITY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Morehead City, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has requested that the Municipality perform "routine" and/or "clean-up" mowing of vegetation within the rights of way of certain State maintained routes in Morehead City.

WHEREAS, the Municipality has agreed to perform said mowing with reimbursement from the Department subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. The Municipality, and or its contractor, shall provide the personnel, equipment, labor, materials, and traffic control devices to perform said mowing service in accordance with Departmental standards and specifications on US 70 (Arendell Street) from the western City Limit to a point approximately 3.3 miles eastward at the beginning of Bridge #13 (a total length of 3.3 miles). The location may be amended or deleted and other applicable routes may be added as mutually agreed upon by both parties in writing prior to performing the work. The Division Engineer shall approve any requests by the Municipality for changes to NCDOT mowing requirements including but not limited to mowing time frames, mowing heights, mowing equipment, etc.
2. Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as

required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts.

- (A) No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - (B) Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
3. The Department shall reimburse the Municipality for the actual cost for labor and equipment not to exceed a maximum amount of \$4,000 for up to six (6) mowing cycles per year. The Municipality shall submit an itemized invoice to the Department upon fulfillment of mowing requirements. Reimbursement shall be made upon approval of said invoice by the Department's Division Engineer and Financial Management Division. Any additional cost beyond the annual \$4,000 will be the Town's responsibility and if there are less than 6 cycles per year the reimbursement amount will be prorated.
 4. The Municipality agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during performance of the work including any construction and subsequent maintenance. This work shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Road and Structures and Amendments or Supplements thereto. When there is no guidance provided in Roadway Standard Drawings or Specifications, work shall be in compliance with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information regarding these rules and regulations may be obtained from the Department's Division Engineer.
 5. The Division Engineer shall notify the Municipality in writing at the beginning of the performance period (mowing season) or as soon thereafter, of the amount of allocated funds estimated to be available to the Municipality for mowing maintenance for the location(s) identified herein. The available allocation shall be based upon and shall not exceed estimated cost of the work if performed by the Department. This may be amended in writing by the Department each performance period year to include agreed upon changes to routes and increases or decreases in reimbursable costs.

6. The Municipality shall submit an itemized invoice to the Department for actual costs for labor, equipment, and contracted services for work completed, not to exceed the amount allocated. The invoice shall be itemized by date, mowing route, and costs for performing each mowing cycle. All final invoices must be submitted within one (1) year after the work is performed or said work will not be reimbursed by the Department. Reimbursement shall be made upon approval of said invoice by the Department's District Engineer or designee and Financial Management Division.
7. The Department, at its option, may elect to increase or decrease the reimbursement rates each year the Agreement is in force in consideration of inflation rates, cost increases and decreases, changes in funding, etc., subject to the availability of funds and the performance of the Municipality.
8. The Municipality shall comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, storm water, wetland, streams, endangered species, and historical sites.
9. The Municipality, and or its agent, shall maintain adequate records and documentation to support the work performed under this Agreement and shall permit free access to its records by official representatives of the State of North Carolina. Furthermore, the Municipality, or its agent, shall maintain all pertinent records and documentation for a period of not less than five (5) years following the close of the fiscal year during which the services were performed.
10. This Agreement shall continue thereafter with automatic yearly renewal extensions subject to the following termination conditions:
 - (A) At any time either party may cancel the Agreement with a thirty (30) day written notice to the opposite party. On behalf of the Municipality, this Agreement may be canceled by the Town Manager and/or his designee.
 - (B) Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including but not limited to invoicing, record retention, and payment for work performed prior to the effective date of cancellation, shall remain in effect.
11. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by

signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

12. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.
13. This Agreement is solely for the benefit of the Department and the Municipality and is not for the benefit of any other persons or any entities, and no other persons or entities shall have any rights, claims, or entitlements under this Agreement.
14. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities in writing.
15. The Municipality agrees to indemnify and save harmless, the Department, for all damages and claims for damage that may arise as result of performance of mowing operations by its employees and/or contractors.
16. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:

TOWN OF MOREHEAD CITY

BY: _____

BY: _____

TITLE: City Clerk

TITLE: Mayor

DATE: October 20, 2014

Approved by certification of the local governing body of the Town of Morehead City

as attested to by the signature of Clerk of said governing body on October 20, 2014 (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

566001291

(SEAL)

Remittance Address:

Town of Morehead City

706 Arendell Street

Morehead City, N.C. 28557

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

NORTH CAROLINA
CARTERET COUNTY

SWEEPING REIMBURSEMENT AGREEMENT

DATE: 6/2/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 2.101611

TOWN OF MOREHEAD CITY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Morehead City, hereinafter referred to as the "Municipality".

WITNESSETH

WHEREAS, the Department has requested that the Municipality perform routine sweeping of the curb and gutter along Arendell Street/US 70 from the western City limit to the fence at the State Port; and,

WHEREAS, the Department has determined that it would be advantageous to reimburse the Municipality to perform said sweeping funded from WBS 2.101611 (Carteret Primary Maintenance); and,

NOW THEREFORE, the parties hereto, each in consideration of the promises and the undertaking of the other as herein provided do hereby covenant and agree, each with the other, as follows:

1. The Municipality, and or its contractor, shall provide the personnel, equipment, labor, materials, and traffic control devices to perform said sweeping service in accordance with Departmental standards and.
2. Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts.
 - A. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.

- B. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
3. The Department shall reimburse the Municipality for the actual cost for labor and equipment not to exceed a maximum amount of \$3,700, for up to six (6) sweeping cycles per year. The Municipality shall submit an itemized invoice to the Department upon fulfillment of sweeping requirements. Reimbursement shall be made upon approval of said invoice by the Department's Division Engineer and Financial Management Division. Any additional cost beyond the annual \$3,700 will be the Town's responsibility and if there are less than 6 cycles per year the reimbursement amount will be prorated.
 4. Subject to the provisions stated herein, the Agreement is effective July 1, 2014 and remains in effect until June 30, 2015, or until extended or cancelled by either party as described herein.
 - A. This Agreement shall remain active with extensions possible for additional one-year periods, up to two (2) years of extension through June 30, 2017. Thirty (30) days prior to the end of each one-year renewal period, upon written extension, by letter, signed by the Municipality's authorized representative and the Department's Division Engineer, this Agreement shall continue as written or as modified with the understanding that the Department and/or the Municipality reserve the right to cancel this agreement with a sixty (60) day written notice to the opposite party.
 - B. Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including but not limited to invoicing, record retention, and payment for work performed prior to the effective date of cancellation, shall remain in effect.
 5. The Municipality, and or its agent, shall maintain adequate records and documentation to support the work performed under this agreement and shall permit free access to its records by official representatives of the State of North Carolina. Furthermore, the Municipality, or its agent, shall maintain all pertinent records and documentation for a period of not less than five (5) years following the final audit by the Department.
 6. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred,

suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

7. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.
8. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs and activities of any recipient of Federal assistance.
9. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: TOWN OF MOREHEAD CITY
BY: _____ BY: _____
TITLE: City Clerk TITLE: Mayor
DATE: October 20, 2014

Approved by certification of the local governing body of the Town of Morehead City

as attested to by the signature of Clerk of said governing body on October 20, 2014 (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number
566001291

(SEAL)

Remittance Address:
Town of Morehead City
706 Arendell Street
Morehead City, N.C. 28557

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

E.

MOREHEAD CITY NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL
George W. Ballou, Mayor Pro Tem
Demus L. Thompson
William F. Taylor
Diane C. Warrender
Harvey N. Walker, Jr.

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

David S. Whitlow
City Manager

TOWN OF MOREHEAD CITY FY 2014-2015 BUDGET ORDINANCE AMENDMENT 2014-36

	Annual Budget Before Amendment	Annual Amended Budget	Difference
GENERAL FUND			
The purpose of this amendment is to adjust the budget as follows:			
<ul style="list-style-type: none"> • To increase the Central Services budget by \$4,800 for City Hall maintenance in the Planning Dept. • To increase Transfers to Other Funds for \$33,000 to be transferred to the School Building Acquisition/Improvement Capital Project Fund for the estimated costs of a structural assessment for the Charles Wallace Building. • To decrease Transfers to Other Funds by \$136,350. This amount was included in the initial fye June 30, 2015 budget to fund 3 new positions in the Fire/EMS Fund beginning in October 2014. These positions (plus 6 more) will be funded from Wildwood District charges for services and increased ambulance fees instead of the General Fund transfer. • Increase Contingency by \$98,550, the net amount of the above 3 items. 			
Revenue			
Ad valorem taxes	\$ 6,268,200	\$ 6,268,200	\$ -0-
Other taxes	90,000	90,000	-0-
Unrestricted intergovernmental	3,045,700	3,045,700	-0-
Restricted intergov'tal revenue	769,225	769,225	-0-
Permits and fees	215,000	215,000	-0-
Sales and services	200,700	200,700	-0-
Investment earnings	5,000	5,000	-0-
Miscellaneous	15,275	15,275	-0-
Other financing sources			
Approp. fund balance-restr. & committed	368,615	368,615	-0-
Approp. Fund balance-unassigned	606,435	606,435	-0-
TOTAL GENERAL FUND REVENUE	\$11,584,150	\$11,584,150	\$ -0-
Expenditures			
Mayor/Council	\$ 81,200	\$ 81,200	\$ -0-
Administration	441,100	441,100	-0-
Finance	471,275	471,275	-0-
Cemetery/Bldg. & Grounds	459,700	459,700	-0-
Central Services	728,500	733,300	4,800
Garage	116,850	116,850	-0-
Community Projects	74,835	74,835	-0-
Police	3,555,750	3,555,750	-0-
Federal forfeiture funds	18,700	18,700	-0-
Planning & Inspections	514,175	514,175	-0-
Transportation	1,083,875	1,083,875	-0-
Powell Bill	525,300	525,300	-0-
Library	217,175	217,175	-0-
Recreation	648,500	648,500	-0-
Parks	313,650	313,650	-0-
Debt Service	542,511	542,511	-0-

Transfers to other funds	2,320,094	2,216,744	(103,350)
Reimbursements from other funds	(643,200)	(643,200)	-0-
Contingency	114,160	212,710	98,550
TOTAL GENERAL FUND EXPEND.	\$11,584,150	\$11,584,150	\$ -0-

	Annual Budget Before Amendment	Annual Amended Budget	Difference
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FIRE/EMS FUND

The purpose of this amendment is to adjust the budget as follows:

- Recognize increased revenue and expenditures for assumption of fire/EMS services to the Wildwood District in the amount of \$436,500 to be paid by Carteret County and estimated increased ambulance fees in the amount of \$75,000.
- Increase revenue and expenditures by \$1,675 for insurance reimbursement for vehicle damages during a recent rain/flooding event.
- Decrease Transfers from General Fund in the amount of \$136,350 initially budgeted for 3 new positions scheduled to begin in October, 2014. Funding for these positions, plus 6 more, is included in the first item of this budget amendment and the General Fund transfer will not be necessary. Expenditures are reduced by the same amount.

Revenue	\$ 3,593,650	\$ 3,970,475	\$ 376,825
Expenditures	\$ 3,593,650	\$ 3,970,475	\$ 376,825

This ordinance shall become effective upon adoption.

Adopted as submitted this the 20th day of October, 2014.

TOWN OF MOREHEAD CITY

Gerald A. Jones, Jr., Mayor

Attest:

Jeanne M. Giblin, City Clerk

MOREHEAD CITY NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



David S. Whitlow
City Manager

COUNCIL
George W. Ballou, *Mayor Pro Tem*
Demus L. Thompson
William F. Taylor
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TOWN OF MOREHEAD CITY SCHOOL PROPERTY ACQUISITION/IMPROVEMENTS CAPITAL PROJECT FUND BUDGET ORDINANCE AMENDMENT 2014-37

	Budget Before Amendment	Amended Budget	Difference
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The purpose of this amendment is to update the budget as follows:

- Increase Transfers from General Fund and Wallace School Building Improvement expenditures by \$33,000 for the estimated cost of the structural assessment for the Charles Wallace Building.

Revenue			
Restricted intergov't	\$ 1,030,387	\$ 1,030,387	\$ -0-
Miscellaneous	350,801	350,801	-0-
Investment earnings	8,923	8,923	-0-
Other financing sources			
Proceeds from borrowing-interim			
Financing Police St./E911 Center	5,000,000	5,000,000	-0-
Proceeds from borrowing-permanent			
Financing Police St./E911 Center	4,808,000	4,808,000	-0-
Transfers from General Fund	1,257,725	1,290,725	33,000
Total Revenue	\$12,455,836	\$12,488,836	\$ 33,000
Expenditures			
School property acquisition	\$ 1,092,525	\$ 1,092,525	\$ -0-
Property operations	250,375	250,375	-0-
Wallace School building improv.	50,525	83,525	33,000
Police Station/E911 Center improv.	11,062,411	11,062,411	-0-
Total Expenditures	\$ 12,455,836	\$12,488,836	\$ 33,000

This ordinance shall become effective upon adoption.

Adopted as submitted this the 20th day of October, 2014.

TOWN OF MOREHEAD CITY

Gerald A. Jones, Jr., Mayor

Attest:

Jeanne M. Giblin, City Clerk

MOREHEAD CITY NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL
George W. Ballou, *Mayor Pro Tem*
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Morehead City, North Carolina 28557-4234
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David S. Whitlow
City Manager

TOWN OF MOREHEAD CITY WATER AND SEWER EXTENSIONS/IMPROVEMENTS CAPITAL PROJECT FUND BUDGET ORDINANCE AMENDMENT 2014-38

	Budget Before Amendment	Amended Budget	Difference
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The purpose of this amendment is to adjust the budget as follows:

- Increase interest income \$3,201 to reflect additional earnings in the fund.
- Reduce Contributed Capital-Morgan St. by \$16,036 to reflect actual revenue received by the developer and decrease Morgan St. expenditures by \$11,036.
- Recognize Rural Center grant funds of \$40,000 received related to the Vinings at Wildwood project and decrease Contributed Capital-Vinings at Wildwood by the same amount.
- Decrease Contributed Capital-Vinings by \$3,888 to reflect actual revenue received by the developer and decrease Vinings related expenditures by \$13,560 to reflect actual project costs.
- Adjust the amount reserved for future appropriation as follows:
 - Increase by \$3,201 for additional interest income received
 - Decrease by \$5,000 for Town funding of Morgan St. improvements
 - Increase by \$9,672 for revenue and transfers related to Vinings that exceeded project costs

Revenue

Interest	\$ 73,709	\$ 76,910	\$ 3,201
Contributed capital			
Spoooner's Creek Yacht Club	486,414	486,414	-0-
Radio Island Phase II	713,616	713,616	-0-
Mariner's Point	827,795	827,795	-0-
Morgan Street	140,000	123,964	(16,036)
Vinings at Wildwood	393,587	349,699	(43,888)
S&W Ready Mix	105,000	105,000	-0-
Rural Center Grant-Vinings	-0-	40,000	40,000
Transfer from Water/Sewer Fund	176,500	176,500	-0-
Transfer from Radio Island Capital Project Fund	391,913	391,913	-0-
Transfer from W/S Rebatable Capital Reserve Fund	77,297	77,297	-0-
Total Revenue	\$3,385,831	\$3,369,108	\$ (16,723)

Expenditures

Hwy 24/McCabe Rd/Spoooner's Creek Yacht Club improvements	\$ 728,215	\$ 728,215	\$ -0-
Radio Island Phase II improvements	708,066	708,066	-0-

Mariner's Point improvements	884,247	884,247	-0-
Morgan Street improvements	140,000	128,964	(11,036)
Vinings at Wildwood improvements	570,000	556,440	(13,560)
S&W Ready Mix improvements	105,000	105,000	-0-
Transfer to Water/ Sewer (operating) Fund	182,128	182,128	-0-
Reserved for future appropriation	68,175	76,048	7,873
Total Expenditures	\$3,385,831	\$ 3,369,108	\$ (16,723)

This ordinance shall become effective upon adoption.

Adopted as submitted this the 20th day of October, 2014.

TOWN OF MOREHEAD CITY

Gerald A. Jones, Jr., Mayor

ATTEST:

Jeanne M. Giblin, City Clerk

F.



McDAVID ASSOCIATES, INC.

Engineers • Planners • Land Surveyors

CORPORATE OFFICE
(252) 753-2139 • Fax (252) 753-7220
E-mail: mai@mcdavid-inc.com
3714 N. Main Street • P.O. Drawer 49
Farmville, NC 27828

GOLDSBORO OFFICE
(919) 736-7630 • Fax (919) 735-7351
E-mail: maigold@mcdavid-inc.com
109 E. Walnut Street • P.O. Box 1776
Goldsboro, NC 27533

September 30, 2014

Mr. Daniel Williams
Town of Morehead City
706 Arendell Street
Morehead City, NC 28557

SUBJECT: Recommendation for Award
Contract No. 87- Sewer Service
Town of Morehead City
Carteret County, NC

Dear Mr. Williams:

Attached please find one copy each of the following bids received September 30, 2014:

1. KBS Construction Company	\$ 88,620.00
2. Sunland Builders	\$ 94,975.00
3. James L. Cayton Utilities, Inc.	\$ 96,800.00
4. Thomas Simpson Construction	\$ 99,341.78
5. Bear Contracting	\$ 137,655.00

Award is hereby recommended to KBS Construction Company, in the amount of \$88,620.00. If you have any questions, please do not hesitate to call me.

Sincerely,

McDAVID ASSOCIATES, INC.

D.E. "Trey" Gurley III, P.E.
Goldsboro Office

DEG:
Attachments

BID

Proposal of KBS Construction Company, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of North Carolina doing business as LLC

(insert "a corporation", "a partnership", or "an individual" as applicable). To the Town of Morehead City (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of 2014 Sanitary Sewer Improvements - Contract No. 87 - S&W Concrete
Town of Morehead City

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following UNIT PRICES listed below. This is a UNIT PRICE BID.

BID SCHEDULE

The OWNER reserves the right to add or delete quantities of specific items shown on this BID at his discretion at any time during the PROJECT period. BIDS shall not be submitted in a manner in which deletion of any item would cause undue hardship on the CONTRACTOR.

The undersigned BIDDER understands that the quantities of WORK as shown herein are subject to increases or decreases, and offers to do the WORK whether the quantities are increased or decreased at the UNIT PRICES stated in the following SCHEDULE.

BIDS shall include sales tax and all other applicable taxes and fees.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
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GENERAL

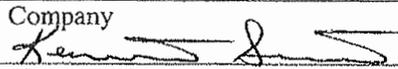
Except and unless specifically identified otherwise in the BID SCHEDULE, there are no pay items for clearing and grubbing; disposal; dewatering; trench excavation; bore pit excavation; excavation; shoring, sheeting and bracing; materials; special fittings; gaskets; transition gaskets; respective bedding material; bedding; foundations; blocking; uncased drybores; borrow material; backfill; compaction; break, removal and replacement of existing pavement, curb, gutters and sidewalks; removal and replacement of driveway storm drains disturbed during construction; tie-ins to existing system; testing; chlorination; grading; seeding; incidental stone base; traffic regulation; erosion and sedimentation control; rip-rap gravel filter check dams; repair and/or replacement of all existing underground utilities or facilities encountered; removal and disposal of all debris; startup; clean-up; signs; barricades; etc. Costs associated with these and any items of work necessary to complete the project shall be incorporated within the BID ITEMS included in the BID SCHEDULE. PAYMENT FOR THE UNIT PRICE BID ITEMS in the BID SCHEDULE SHALL INCLUDE PAYMENT FOR ALL OTHER ITEMS OF WORK RELATING TO THE PROJECT.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
BASE BID ITEMS					
1.	8" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth)	240	LF	<u>43.00</u>	<u>10,320.00</u>
2.	8" DIP (CL 51) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth) to include core and grout of storm drain	20	LF	<u>70.00</u>	<u>1,400.00</u>
3.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth)	180	LF	<u>45.00</u>	<u>8,100.00</u>
4.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (6'-8' depth)	375	LF	<u>48.00</u>	<u>18,000.00</u>
5.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (8'-10' depth)	395	LF	<u>65.00</u>	<u>25,675.00</u>
6.	PRECAST CONCRETE MANHOLE (0'-6' depth)	2	EA	<u>2300.00</u>	<u>4,600.00</u>
7.	PRECAST CONCRETE MANHOLE (6'-8' depth)	1	EA	<u>2750.00</u>	<u>2,750.00</u>
8.	PRECAST CONCRETE MANHOLE (8'-10' depth)	1	EA	<u>3300.00</u>	<u>3,300.00</u>
9.	4" PVC SANITARY SEWER SERVICE by open cut or uncased drybore from the main collection line to either side of the street right-of-way line, to include but not be limited to: tap to main collection line or manhole; inline wye fitting; fittings; couplings; double sweep cleanout; uncased drybores; bedding; entire service complete, fully operational, and ready for customer use.	4	EA	<u>900.00</u>	<u>3,600.00</u>

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
10.	BORROW backfill (including placement and compaction and removal and disposal of spoil material at site provided by CONTRACTOR)	175	CY	15.00	2,625.00
11.	BREAK, REMOVE, AND REPLACE EXISTING ASPHALT PAVEMENT (including disposal at site provided by CONTRACTOR)	55	SY	50.00	2,750.00
12.	EXCELSIOR MATTING, as authorized by the ENGINEER. Bid price shall not be less than \$3.00/SY	1,000	SY	3.00	3,000.00
13.	RIP-RAP, Class 1, to include 6" #57 stone bedding and soil fabric underlayment	20	SY	65.00	1,300.00
14.	STAKING AND CUT SHEET PREPARATION ALLOWANCE (by McDavid Associates, Inc.; staking and cut sheet preparation shall be on a one time basis; re-staking and revised cut sheet preparation shall be at the CONTRACTOR'S expense)	1	AL	\$1,200.00	\$1,200.00
TOTAL UNIT PRICE BASE BID				\$88,620.00	

Respectfully submitted:

KBS Construction Company, LLC
Company


Signature

Managing Member
Title

71024
License Number (if applicable)

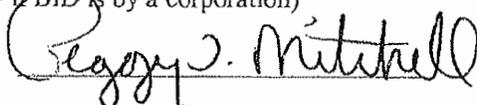
208 Bath Road
Address

FREMONT NC 27830

9/30/14
Date

(SEAL - if BID is by a corporation)

Attest



BID

Proposal of Sunland Builders Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of North Carolina doing business as a Corporation (insert "a corporation", "a partnership", or "an individual" as applicable). To the Town of Morehead City (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of 2014 Sanitary Sewer Improvements - Contract No. 87 - S&W Concrete Town of Morehead City

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

NONE

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following UNIT PRICES listed below. This is a UNIT PRICE BID.

BID SCHEDULE

The OWNER reserves the right to add or delete quantities of specific items shown on this BID at his discretion at any time during the PROJECT period. BIDS shall not be submitted in a manner in which deletion of any item would cause undue hardship on the CONTRACTOR.

The undersigned BIDDER understands that the quantities of WORK as shown herein are subject to increases or decreases, and offers to do the WORK whether the quantities are increased or decreased at the UNIT PRICES stated in the following SCHEDULE.

BIDS shall include sales tax and all other applicable taxes and fees.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
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GENERAL

Except and unless specifically identified otherwise in the BID SCHEDULE, there are no pay items for clearing and grubbing; disposal; dewatering; trench excavation; bore pit excavation; excavation; shoring, sheeting and bracing; materials; special fittings; gaskets; transition gaskets; respective bedding material; bedding; foundations; blocking; uncased drybores; borrow material; backfill; compaction; break, removal and replacement of existing pavement, curb, gutters and sidewalks; removal and replacement of driveway storm drains disturbed during construction; tie-ins to existing system; testing; chlorination; grading; seeding; incidental stone base; traffic regulation; erosion and sedimentation control; rip-rap gravel filter check dams; repair and/or replacement of all existing underground utilities or facilities encountered; removal and disposal of all debris; startup; clean-up; signs; barricades; etc. Costs associated with these and any items of work necessary to complete the project shall be incorporated within the BID ITEMS included in the BID SCHEDULE. PAYMENT FOR THE UNIT PRICE BID ITEMS in the BID SCHEDULE SHALL INCLUDE PAYMENT FOR ALL OTHER ITEMS OF WORK RELATING TO THE PROJECT.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
BASE BID ITEMS					
1.	8" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth)	240	LF	<u>40⁰⁰</u>	<u>9600⁰⁰</u>
2.	8" DIP (CL 51) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth) to include core and grout of storm drain	20	LF	<u>100⁰⁰</u>	<u>2000⁰⁰</u>
3.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth)	180	LF	<u>45⁰⁰</u>	<u>8100⁰⁰</u>
4.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (6'-8' depth)	375	LF	<u>50⁰⁰</u>	<u>18,750⁰⁰</u>
5.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (8'-10' depth)	395	LF	<u>55⁰⁰</u>	<u>21,725⁰⁰</u>
6.	PRECAST CONCRETE MANHOLE (0'-6' depth)	2	EA	<u>2500⁰⁰</u>	<u>5000⁰⁰</u>
7.	PRECAST CONCRETE MANHOLE (6'-8' depth)	1	EA	<u>3500⁰⁰</u>	<u>3500⁰⁰</u>
8.	PRECAST CONCRETE MANHOLE (8'-10' depth)	1	EA	<u>4500⁰⁰</u>	<u>4500⁰⁰</u>
9.	4" PVC SANITARY SEWER SERVICE by open cut or uncased drybore from the main collection line to either side of the street right-of-way line, to include but not be limited to: tap to main collection line or manhole; inline wye fitting; fittings; couplings; double sweep cleanout; uncased drybores; bedding; entire service complete, fully operational, and ready for customer use.	4	EA	<u>1200⁰⁰</u>	<u>4800⁰⁰</u>

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
10.	BORROW backfill (including placement and compaction and removal and disposal of spoil material at site provided by CONTRACTOR)	175	CY	<u>18⁰⁰</u>	3150⁰⁰ 3800⁰⁰
11.	BREAK, REMOVE, AND REPLACE EXISTING ASPHALT PAVEMENT (including disposal at site provided by CONTRACTOR)	55	SY	<u>150⁰⁰</u>	<u>8250⁰⁰</u>
12.	EXCELSIOR MATTING, as authorized by the ENGINEER. Bid price shall not be less than \$3.00/SY	1,000	SY	<u>3⁰⁰</u>	<u>3000⁰⁰</u>
13.	RIP-RAP, Class 1, to include 6" #57 stone bedding and soil fabric underlayment	20	SY	<u>70⁰⁰</u>	<u>1400⁰⁰</u>
14.	STAKING AND CUT SHEET PREPARATION ALLOWANCE (by McDavid Associates, Inc.; staking and cut sheet preparation shall be on a one time basis; re-staking and revised cut sheet preparation shall be at the CONTRACTOR'S expense)	1	AL	<u>\$1,200.00</u>	<u>\$1,200.00</u>

TOTAL UNIT PRICE BASE BID

Respectfully submitted:

Sundland Builders Inc.
Company

Signature

Title

License Number (if applicable)

(SEAL - if BID is by a corporation)

Attest

K. Mable, Captain

4844 A Highway 24 E.
Address

Newport, NC 28570

9/30/14
Date

94975

BID

Proposal of JAMES L. CAYTON UTILITIES INC (hereinafter called "BIDDER"), organized and existing under the laws of the State of NC doing business as A CORPORATION (insert "a corporation", "a partnership", or "an individual" as applicable). To the Town of Morehead City (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of

2014 Sanitary Sewer Improvements - Contract No. 87 - S&W Concrete

Town of Morehead City

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following UNIT PRICES listed below. This is a UNIT PRICE BID.

BID SCHEDULE

The OWNER reserves the right to add or delete quantities of specific items shown on this BID at his discretion at any time during the PROJECT period. BIDS shall not be submitted in a manner in which deletion of any item would cause undue hardship on the CONTRACTOR.

The undersigned BIDDER understands that the quantities of WORK as shown herein are subject to increases or decreases, and offers to do the WORK whether the quantities are increased or decreased at the UNIT PRICES stated in the following SCHEDULE.

BIDS shall include sales tax and all other applicable taxes and fees.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
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GENERAL

Except and unless specifically identified otherwise in the BID SCHEDULE, there are no pay items for clearing and grubbing; disposal; dewatering; trench excavation; bore pit excavation; excavation; shoring, sheeting and bracing; materials; special fittings; gaskets; transition gaskets; respective bedding material; bedding; foundations; blocking; uncased drybores; borrow material; backfill; compaction; break, removal and replacement of existing pavement, curb, gutters and sidewalks; removal and replacement of driveway storm drains disturbed during construction; tie-ins to existing system; testing; chlorination; grading; seeding; incidental stone base; traffic regulation; erosion and sedimentation control; rip-rap gravel filter check dams; repair and/or replacement of all existing underground utilities or facilities encountered; removal and disposal of all debris; startup; clean-up; signs; barricades; etc. Costs associated with these and any items of work necessary to complete the project shall be incorporated within the BID ITEMS included in the BID SCHEDULE. PAYMENT FOR THE UNIT PRICE BID ITEMS in the BID SCHEDULE SHALL INCLUDE PAYMENT FOR ALL OTHER ITEMS OF WORK RELATING TO THE PROJECT.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
BASE BID ITEMS					
1.	8" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth)	240	LF	<u>30.00</u>	<u>7200.00</u>
2.	8" DIP (CL 51) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth) to include core and grout of storm drain	20	LF	<u>75.00</u>	<u>1500.00</u>
3.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth)	180	LF	<u>35.00</u>	<u>6300.00</u>
4.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (6'-8' depth)	375	LF	<u>45.00</u>	<u>16,875.00</u>
5.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (8'-10' depth)	395	LF	<u>65.00</u>	<u>25,675.00</u>
6.	PRECAST CONCRETE MANHOLE (0'-6' depth)	2	EA	<u>2500.00</u>	<u>5000.00</u>
7.	PRECAST CONCRETE MANHOLE (6'-8' depth)	1	EA	<u>2700.00</u>	<u>2700.00</u>
8.	PRECAST CONCRETE MANHOLE (8'-10' depth)	1	EA	<u>2900.00</u>	<u>2900.00</u>
9.	4" PVC SANITARY SEWER SERVICE by open cut or uncased drybore from the main collection line to either side of the street right-of-way line, to include but not be limited to: tap to main collection line or manhole; inline wye fitting; fittings; couplings; double sweep cleanout; uncased drybores; bedding; entire service complete, fully operational, and ready for customer use.	4	EA	<u>3800.00</u>	<u>15,200.00</u>

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
10.	BORROW backfill (including placement and compaction and removal and disposal of spoil material at site provided by CONTRACTOR)	175	CY	<u>20.00</u>	<u>3500.00</u>
11.	BREAK, REMOVE, AND REPLACE EXISTING ASPHALT PAVEMENT (including disposal at site provided by CONTRACTOR)	55	SY	<u>50.00</u>	<u>2750.00</u>
12.	EXCELSIOR MATTING, as authorized by the ENGINEER. Bid price shall not be less than \$3.00/SY	1,000	SY	<u>5.00</u>	<u>5000.00</u>
13.	RIP-RAP, Class 1, to include 6" #57 stone bedding and soil fabric underlayment	20	SY	<u>50.00</u>	<u>1000.00</u>
14.	STAKING AND CUT SHEET PREPARATION ALLOWANCE (by McDavid Associates, Inc.; staking and cut sheet preparation shall be on a one time basis; re-staking and revised cut sheet preparation shall be at the CONTRACTOR'S expense)	1	AL	<u>\$1,200.00</u>	<u>\$1,200.00</u>
TOTAL UNIT PRICE BASE BID				<u>96,800.00</u>	<u>96,800.00</u> <i>je</i>

Respectfully submitted:

JAMES L. CAYTON UTILITIES INC

Company

Signature

Jim
President

Title

29341

License Number (if applicable)

Address

P.O. Box 3198NEW BERN, NC 28564

Date

SEPT 30, 2014

(SEAL - if BID is by a corporation)

Attest

Regina Duvy

BID

Proposal of Thomas Simpson Construction Co. Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of NC doing business as a Corporation (insert "a corporation", "a partnership", or "an individual" as applicable). To the Town of Morehead City (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of 2014 Sanitary Sewer Improvements - Contract No. 87 - S&W Concrete Town of Morehead City

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

None

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following UNIT PRICES listed below. This is a UNIT PRICE BID.

BID SCHEDULE

The OWNER reserves the right to add or delete quantities of specific items shown on this BID at his discretion at any time during the PROJECT period. BIDS shall not be submitted in a manner in which deletion of any item would cause undue hardship on the CONTRACTOR.

The undersigned BIDDER understands that the quantities of WORK as shown herein are subject to increases or decreases, and offers to do the WORK whether the quantities are increased or decreased at the UNIT PRICES stated in the following SCHEDULE.

BIDS shall include sales tax and all other applicable taxes and fees.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
----------	-------------	--------------------	------	------------	--------

GENERAL

Except and unless specifically identified otherwise in the BID SCHEDULE, there are no pay items for clearing and grubbing; disposal; dewatering; trench excavation; bore pit excavation; excavation; shoring, sheeting and bracing; materials; special fittings; gaskets; transition gaskets; respective bedding material; bedding; foundations; blocking; uncased drybores; borrow material; backfill; compaction; break, removal and replacement of existing pavement, curb, gutters and sidewalks; removal and replacement of driveway storm drains disturbed during construction; tie-ins to existing system; testing; chlorination; grading; seeding; incidental stone base; traffic regulation; erosion and sedimentation control; rip-rap gravel filter check dams; repair and/or replacement of all existing underground utilities or facilities encountered; removal and disposal of all debris; startup; clean-up; signs; barricades; etc. Costs associated with these and any items of work necessary to complete the project shall be incorporated within the BID ITEMS included in the BID SCHEDULE. PAYMENT FOR THE UNIT PRICE BID ITEMS in the BID SCHEDULE SHALL INCLUDE PAYMENT FOR ALL OTHER ITEMS OF WORK RELATING TO THE PROJECT.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
BASE BID ITEMS					
1.	8" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth)	240	LF	<u>49.64</u>	<u>11,913.60</u>
2.	8" DIP (CL 51) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth) to include core and grout of storm drain	20	LF	<u>138.33</u>	<u>2,766.60</u>
3.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth)	180	LF	<u>57.81</u>	<u>10,405.80</u>
4.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (6'-8' depth)	375	LF	<u>64.05</u>	<u>24,018.75</u>
5.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (8'-10' depth)	395	LF	<u>73.65</u>	<u>29,091.75</u>
6.	PRECAST CONCRETE MANHOLE (0'-6' depth)	2	EA	<u>1,761.00</u>	<u>3,522.00</u>
7.	PRECAST CONCRETE MANHOLE (6'-8' depth)	1	EA	<u>2,387.16</u>	<u>2,387.16</u>
8.	PRECAST CONCRETE MANHOLE (8'-10' depth)	1	EA	<u>2,818.72</u>	<u>2,818.72</u>
9.	4" PVC SANITARY SEWER SERVICE by open cut or uncased drybore from the main collection line to either side of the street right-of-way line, to include but not be limited to: tap to main collection line or manhole; inline wye fitting; fittings; couplings; double sweep cleanout; uncased drybores; bedding; entire service complete, fully operational, and ready for customer use.	4	EA	<u>697.00</u>	<u>2,788.00</u>

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
10.	BORROW backfill (including placement and compaction and removal and disposal of spoil material at site provided by CONTRACTOR)	175	CY	<u>10.64</u>	<u>1,862.00</u>
11.	BREAK, REMOVE, AND REPLACE EXISTING ASPHALT PAVEMENT (including disposal at site provided by CONTRACTOR)	55	SY	<u>46.60</u>	<u>2,563.00</u>
12.	EXCELSIOR MATTING, as authorized by the ENGINEER. Bid price shall not be less than \$3.00/SY	1,000	SY	<u>3.09</u>	<u>3,090.00</u>
13.	RIP-RAP, Class 1, to include 6" #57 stone bedding and soil fabric underlayment	20	SY	<u>45.72</u>	<u>914.40</u>
14.	STAKING AND CUT SHEET PREPARATION ALLOWANCE (by McDavid Associates, Inc.; staking and cut sheet preparation shall be on a one time basis; re-staking and revised cut sheet preparation shall be at the CONTRACTOR'S expense)	1	AL	<u>\$1,200.00</u>	<u>\$1,200.00</u>
TOTAL UNIT PRICE BASE BID				<u>99,341.78</u>	

Respectfully submitted:

Thomas Simpson Construction Co., Inc

Company

Michael Freshman
Signature

Vice President
Title

17758
License Number (if applicable)

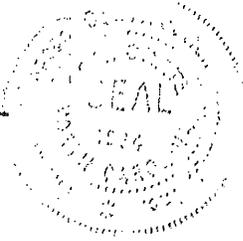
P.O. Box 1850
Address

Atlantic Beach, NC 28512

9-30-14
Date

(SEAL - if BID is by a corporation)

Attest *Tyler Russell*
Corp. Secretary



NOTE:

Power company has quoted \$550.00 per hour with 3 hours per pole
for 2 (two) poles. (\$3,300.00)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lancaster McAden Willis Smith The Insurance Center 1320 Commerce Drive New Bern, NC 28562 William S. Willis	Phone: 252-637-4173 Fax: 252-672-5620	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Thomas Simpson Construction Co TSE, Inc. P O Box 1850 Atlantic Beach, NC 28512		INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Companies INSURER B : Builders Mutual Insurance Co INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 39926 10844

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			S1925257	12/14/2013	12/14/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S1925257	12/14/2013	12/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			S1925257	12/14/2013	12/14/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP1023370 01	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Float			S1925257	12/14/2013	12/14/2014	Contract 100%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Contract No. 27 2014 Sanitary Sewer Improvements

CERTIFICATE HOLDER

CANCELLATION

TOWNOF1 Town of Morehead City 706 Arendell Street Morehead City, NC 28557	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dianna Owen</i>
--	---

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BID

Proposal of Bear Contracting, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of North Carolina doing business as Bear Contracting, LLC (insert "a corporation", "a partnership", or "an individual" as applicable). To the Town of Morehead City (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of 2014 Sanitary Sewer Improvements - Contract No. 87 - S&W Concrete Town of Morehead City

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following UNIT PRICES listed below. This is a UNIT PRICE BID.

BID SCHEDULE

The OWNER reserves the right to add or delete quantities of specific items shown on this BID at his discretion at any time during the PROJECT period. BIDS shall not be submitted in a manner in which deletion of any item would cause undue hardship on the CONTRACTOR.

The undersigned BIDDER understands that the quantities of WORK as shown herein are subject to increases or decreases, and offers to do the WORK whether the quantities are increased or decreased at the UNIT PRICES stated in the following SCHEDULE.

BIDS shall include sales tax and all other applicable taxes and fees.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
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GENERAL

Except and unless specifically identified otherwise in the BID SCHEDULE, there are no pay items for clearing and grubbing; disposal; dewatering; trench excavation; bore pit excavation; excavation; shoring, sheeting and bracing; materials; special fittings; gaskets; transition gaskets; respective bedding material; bedding; foundations; blocking; uncased drybores; borrow material; backfill; compaction; break, removal and replacement of existing pavement, curb, gutters and sidewalks; removal and replacement of driveway storm drains disturbed during construction; tie-ins to existing system; testing; chlorination; grading; seeding; incidental stone base; traffic regulation; erosion and sedimentation control; rip-rap gravel filter check dams; repair and/or replacement of all existing underground utilities or facilities encountered; removal and disposal of all debris; startup; clean-up; signs; barricades; etc. Costs associated with these and any items of work necessary to complete the project shall be incorporated within the BID ITEMS included in the BID SCHEDULE. PAYMENT FOR THE UNIT PRICE BID ITEMS in the BID SCHEDULE SHALL INCLUDE PAYMENT FOR ALL OTHER ITEMS OF WORK RELATING TO THE PROJECT.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
BASE BID ITEMS					
1.	8" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth)	240	LF	95. ⁵⁰	22,920. ⁰⁰
2.	8" DIP (CL. 51) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth) to include core and grout of storm drain	20	LF	95. ⁵⁰	1,910. ⁰⁰
3.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (0'-6' depth)	180	LF	95. ⁵⁰	17,190. ⁰⁰ 17,190
4.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (6'-8' depth)	375	LF	95. ⁵⁰	35,812. ⁵⁰ <i>with 90</i>
5.	10" PVC (SDR 35) PIPE FOR SANITARY SEWER AND BEDDING (8'-10' depth)	395	LF	95. ⁵⁰	37,722. ⁵⁰
6.	PRECAST CONCRETE MANHOLE (0'-6' depth)	2	EA	1050. ⁰⁰	2,100. ⁰⁰
7.	PRECAST CONCRETE MANHOLE (6'-8' depth)	1	EA	1090. ⁰⁰	1,090. ⁰⁰
8.	PRECAST CONCRETE MANHOLE (8'-10' depth)	1	EA	2350. ⁰⁰	2,350. ⁰⁰
9.	4" PVC SANITARY SEWER SERVICE by open cut or uncased drybore from the main collection line to either side of the street right-of-way line, to include but not be limited to: tap to main collection line or manhole; inline wye fitting; fittings; couplings; double sweep cleanout; uncased drybores; bedding; entire service complete, fully operational, and ready for customer use.	4	EA	250. ⁰⁰	1,000. ⁰⁰

Item No.	Description	Estimated Quantity	Unit	Unit Price	Amount
10.	BORROW backfill (including placement and compaction and removal and disposal of spoil material at site provided by CONTRACTOR)	175	CY	10. ¹⁵	1,750. ¹⁵
11.	BREAK, REMOVE, AND REPLACE EXISTING ASPHALT PAVEMENT (including disposal at site provided by CONTRACTOR)	55	SY	180. ¹⁵	9,900. ¹⁵
12.	EXCELSIOR MATTING, as authorized by the ENGINEER. Bid price shall not be less than \$3.00/SY	1,000	SY	3. ¹⁵	3,000. ¹⁵
13.	RIP-RAP, Class 1, to include 6" #57 stone bedding and soil fabric underlayment	20	SY	37. ⁵⁰	750. ⁵⁰
14.	STAKING AND CUT SHEET PREPARATION ALLOWANCE (by McDavid Associates, Inc.; staking and cut sheet preparation shall be on a one time basis; re-staking and revised cut sheet preparation shall be at the CONTRACTOR'S expense)	1	AL	\$1,200.00	\$1,200.00
TOTAL UNIT PRICE BASE BID				137,565.⁰⁰	

Respectfully submitted:

Beard Contracting, LLC
 Company
 Signature
 Title
 License Number (if applicable)

1720 Trent Blvd, New Bern, NC
 Address
 28560

137,655

9/22/14

(SEAL if BID is by a corporation)

Attest
 Susan R Sutton
 My Commission Expires
 12/31/14



TOWN OF MOREHEAD CITY

AGENDA ITEM: IV.
DATE: October 20, 2014

REQUEST FOR TOWN COUNCIL ACTION

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Public Hearing: Voluntary Contiguous Annexation Request for Williams Family Properties, LLC [AI Williams] for property located at 5192 Highway 70, .64 acres, PIN #6356-1287-1208-000 and Part Lot 41 Lot 43 Industrial Park, .133 acres, PIN #6356-1287-0422-000 – Adopt Ordinance 2014-33

Background Information Attached: Yes X No

The properties under consideration for annexation are contiguous to the present City limits, contain approximately 0.77 acres and are zoned CH [Highway Commercial] District. The current tax value is estimated to be \$359,587. Based on a \$0.33 tax rate, \$1,186.64 in tax revenues would be generated. Water and sewer will be accessed from Highway 70 and Industrial Drive. All costs associated with extending the water/sewer service to the newly annexed property will be the responsibility of the owner. The Planning Committee reviewed the proposed annexation.

Recommended Action: Adopt Ordinance 2014-33 granting Voluntary Contiguous Annexation for Williams Family Properties, LLC [AI Williams] for property located at 5192 Highway 70, .64 acres, PIN #6356-1287-1208-000 and Part Lot 41 Lot 43 Industrial Park, .133 acres, PIN #6356-1287-0422-000.

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Nays _____ Postponed/Tabled _____



MEMORANDUM

TO: The Honorable Mayor and Town Council
David Whitlow, City Manager

FROM: Linda V. Staab, Planning Director

RE: Highway 70/Industrial Drive Annexation Request

DATE: August 26, 2014

- A. The Parcel Identification Numbers under consideration for annexation (635612871208000/635612870422000) are contiguous to the present city limits. The parcels contains approximately 0.77 acre and are zoned CH (Highway Commercial District).
- B. The site in question is part of a subdivision and will fragment a subdivision.
- C. The current tax value of the property is estimated to be \$359,587. Based on a 33-cent tax rate, \$1,186.64 in tax revenues would be generated.
- D. Water and sewer will be accessed from Highway 70 and Industrial Drive. All costs associated with extending the water/sewer service to the newly annexed property will be the responsibility of the owner.

LVS/sw

MOREHEAD CITY
NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL

George W. Ballou, *Mayor Pro Tem*
Demus L. Thompson
William F. Taylor
Diane C. Warrender
Harvey N. Walker, Jr.

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

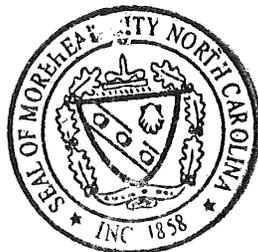
David S. Whitlow
City Manager

CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Morehead City, North Carolina

I, Jeanne M. Giblin, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31(c), as amended.

In witness whereof, I have hereunto set my hand and affixed the Seal of the Town of Morehead City, this the 9th day of September, 2014.



Jeanne M. Giblin
Jeanne M. Giblin, City Clerk

MOREHEAD CITY
NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL
George W. Ballou, Mayor Pro Tem
Demus L. Thompson
William F. Taylor
Diane C. Warrender
Harvey N. Walker, Jr.

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

David S. Whitlow
City Manager

TOWN OF MOREHEAD CITY
RESOLUTION NO. 2014-37

RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-31

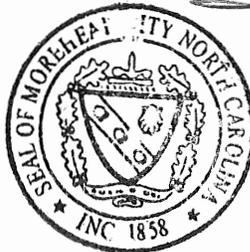
WHEREAS, a petition requesting annexation of an area described in said petition has been received by the Town Council of the Town of Morehead City; and

WHEREAS, G.S. 160A-31(c) provides that the sufficiency of the petition shall be investigated by the City Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Morehead City, deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Morehead City:

That the City Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the result of her investigation.



A handwritten signature in black ink, appearing to read "Gerald A. Jones, Jr.", is written over a horizontal line.

Gerald A. Jones, Jr., Mayor

ATTEST:


Jeanne Giblin, City Clerk

ADOPTED: Tuesday, September 9, 2014

MOREHEAD CITY
NORTH CAROLINA

Gerald A. Jones, Jr., Mayor

COUNCIL
George W. Ballou, Mayor Pro Tem
Demus L. Thompson
William F. Taylor
Diane C. Warrender
Harvey N. Walker, Jr.

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov



David S. Whitlow
City Manager

RESOLUTION NO. 2014-38

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31, AS AMENDED**

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Morehead City, North Carolina;

Section 1. That a public hearing on the question of annexation of the contiguous area described herein will be held at the Council Chambers, 2nd floor, 202 South 8th Street, Morehead City, at 5:30 o'clock p.m. on the 20th day of October, 2014.

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

Exhibit "A"

WILLIAMS FAMILY PROPERTIES, LLC PER DEED BOOK 1179 PAGE 274:

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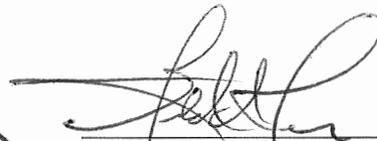
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ATTEST:


Jeanne Giblin, City Clerk





Gerald A. Jones, Jr., Mayor

ADOPTED: Tuesday, September 9, 2014

MOREHEAD CITY NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL
George W. Ballou, Mayor Pro Tem
Demus L. Thompson
William F. Taylor
Diane C. Warrender
Harvey N. Walker, Jr.

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

David S. Whitlow
City Manager

TOWN OF MOREHEAD CITY NOTICE OF PUBLIC HEARING ON REQUEST FOR CONTIGUOUS ANNEXATION

The public will take notice that the Town Council of the Town of Morehead City will hold a public hearing at 5:30 p.m. on the 20th day of October, 2014, at the Council Chamber, 202 South 8th Street on the question of annexing the following described contiguous Williams Family Properties, LLC located at 5192 Highway 70/Industrial Drive pursuant to G.S. 160A-31, as amended.

Exhibit "A"

WILLIAMS FAMILY PROPERTIES, LLC

TOWN OF MOREHEAD CITY 9 PAGE 2

NOTICE OF PUBLIC HEARING ON REQUEST FOR CONTIGUOUS ANNEXATION

The public will take notice that the Town Council of the Town of Morehead City has called a public hearing at 5:30 p.m. on the 20th day of October, 2014, at the Council Chambers, 2nd floor, 202 South 8th Street on the question of annexing the following described contiguous territory, requested by Williams Family Properties, LLC located at 5192 Highway 70/Industrial Drive by petition filed pursuant to G.S. 160A-31, as amended.

Exhibit "A"

WILLIAMS FAMILY PROPERTIES, LLC PER DEED BOOK 1179 PAGE 274:

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WILLIAMS FAMILY PROPERTIES, LLC

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Jeanne M. Giblin,
City Clerk

LEGAL NOTICES

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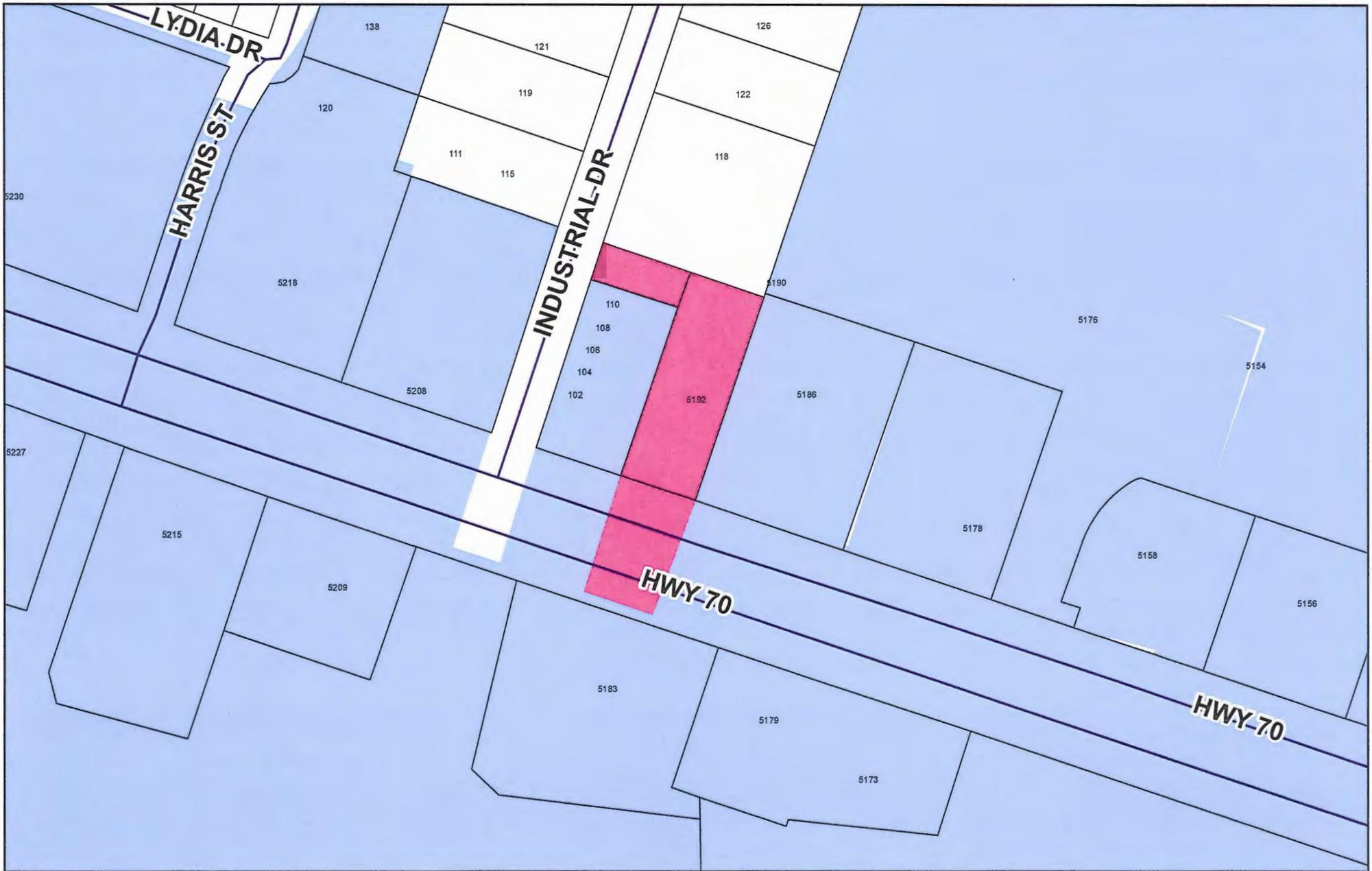
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Please advertise: Once on Sunday, October 5, 2014
Legal Section: THE CARTERET NEWS TIMES

Jeanne M. Giblin,
City Clerk

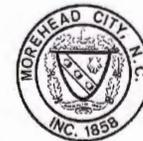
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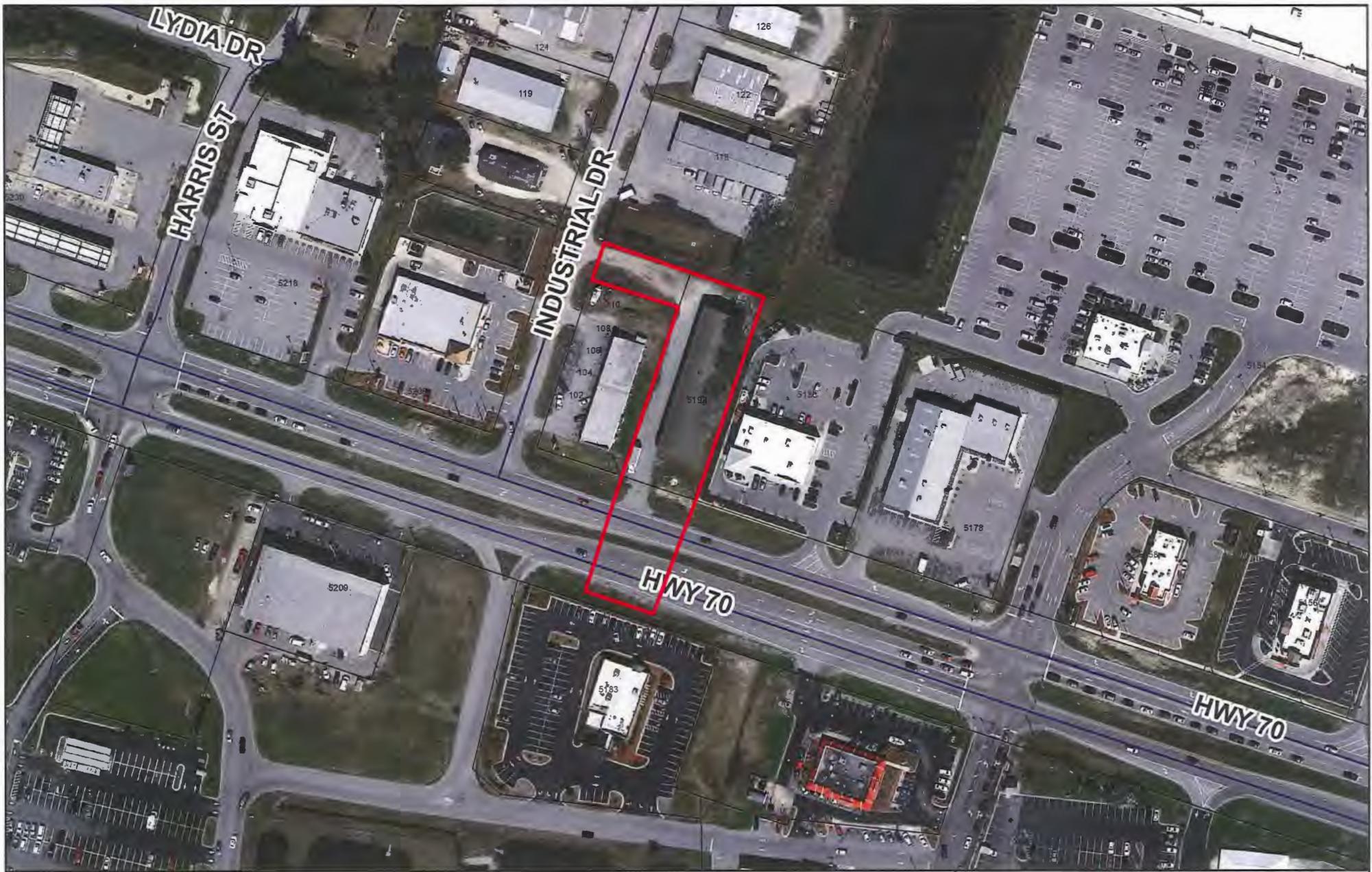
Contiguous Annexation Request



Williams Family Properties LLC
 5192 Highway 70 & Part L41 L43 Industrial Park



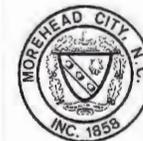
Prepared by: Town of Morehead City
 Planning Department
 August 2014



Contiguous Annexation Request



Williams Family Properties LLC
5192 Highway 70 & Part L41 L43 Industrial Park



Prepared by: Town of Morehead City
Planning Department
August 2014

Al Williams Properties

REAL ESTATE SALES AND DEVELOPMENT

Atlantic Beach Causeway, P.O. Box 2385, Atlantic Beach, NC 28512
Telephone (252) 726-8800 • Fax (252) 726-7600
www.alwilliamsproperties.com

David Whitlow, City Manager
Town of Morehead City
706 Arendell Street
Morehead City, NC 28557

RE: Voluntary Annexation Request

Dear Mr. Whitlow:

As the owner of the below referenced property, I would like the Town Council to consider my request for annexation. The property in question is located at 5192 Highway 70 West, Morehead City N.C. and the property is currently developed and zoned Commercial Highway. The size of the tract is .77 acres and is contiguous to the city limits.

A) The tax evaluation data for the property is as follows:

1. Tax Parcel Numbers – 6356 12 87 1208; 6356 12 87 0422
2. Owner as listed on the Deed - Williams family Properties, LLC
3. Tax Value of Properties – \$553,262.00 combined (\$510,692.; \$42,750.)

B) The anticipated impact to City services is approximately 17 gallons per day for Water/Sewer.

C) The anticipated impact fee is \$ NA.

D) Enclosed, please find the following information:

1. Copy of the Annexation Survey and Legal Description of the Property;
2. Copy of All Deeds for the Area to be Annexed to verify ownership;
3. Flat fee of \$300.00 for application; Applicant understands he is responsible for advertising and recording costs associated with the annexation request

Any additional information may be obtained by contacting Al Williams, IV at 252-726-8800.

Sincerely,



Alfred Williams, IV, Manager for Williams Family Properties, LLC

Notary: Carmen Wickizer (Carmen Wickizer), Carteret County, North Carolina
Commission expires: 4-12-19

MOREHEAD CITY
NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL

George W. Ballou, *Mayor Pro Tem*
Demus L. Thompson
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David S. Whitlow
City Manager

ORDINANCE NO. 2014-33

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF MOREHEAD CITY, NORTH CAROLINA**

WHEREAS, the Town Council of the Town of Morehead City has been petitioned under G.S. 160A-31(a), as amended, to annex the area described herein, and

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

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at the Council Chambers, 2nd Floor, 202 South 8th Street at 5:30 p.m. on the 20th day of October, 2014; and

WHEREAS, the Town Council of the Town of Morehead City further finds that the area described therein meets the standards of G.S. 160A-31, to wit:

- a. The proposed corporate limits are contiguous to the corporate limits of the Town of Morehead City,
- b. The area described is so situated that the Town of Morehead City will be able to provide services on the same basis within the proposed corporate limits that it provides within the primary corporate limits,

WHEREAS, the Town Council of the Town of Morehead City does hereby find as a fact that said petition has been signed by all the owners of real property in the area who are required by law to sign and all other requirements of G.S. 160A-31, as amended;

WHEREAS, the Town Council of the Town of Morehead City further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town of Morehead City and of the area proposed for annexation will be best served by annexing the area described herein;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Morehead City, North Carolina:

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following described contiguous territory is hereby annexed and made part of the Town of Morehead City, as of the 31st day of October, 2014.

Ordinance No. 2014-33

Exhibit "A"

WILLIAMS FAMILY PROPERTIES, LLC PER DEED BOOK 1179 PAGE 274:

BEGINNING AT AN IRON PIPE FOUND AT THE CENTERLINE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF HWY 70 & THE EASTERN RIGHT OF WAY OF INDUSTRIAL DRIVE, THENCE ALONG THE NORTHERN RIGHT OF WAY OF HWY 70 S64-33-00 E 116.10' TO AN IRON PIPE FOUND, ON THE NORTHERN RIGHT OF WAY OF HWY 70, THE POINT AND PLACE OF BEGINNING. THENCE LEAVING SAID RIGHT OF WAY N 25-29-53 E LENGTH: 229.83 TO AN IRON PIPE FOUND THENCE N 25-02-13 E LENGTH: 50.00 TO AN IRON PIPE FOUND THENCE S 64-28-09 E LENGTH: 100.00 TO AN IRON PIPE FOUND THENCE S 25-27-11 W LENGTH: 279.69 TO AN IRON PIPE FOUND ON THE NORTHERN RIGHT OF WAY OF HWY 70 THENCE ALONG SAID HWY 70 N 64-33-00 W LENGTH: 99.82' TO AN IRON PIPE FOUND, THE POINT AND PLACE OF BEGINNING CONTAINING: AREA: 27,904 SQ. FT. 0.64 ACRES

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Section 2. Upon and after the 31st day of October, 2014, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Morehead City and shall be entitled to the same privileges and benefits as other parts of the Town of Morehead City. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

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

ADOPTED, this the _____ day of _____, 2014.

Ordinance No. 2014-33

Gerald A. Jones, Jr., Mayor

ATTEST:

Jeanne Giblin, City Clerk

NORTH CAROLINA
CARTERET COUNTY

I hereby certify that the foregoing is a true and accurate copy of an ordinance duly adopted by the Town Council of the Town of Morehead City, North Carolina, at a meeting held on October 20, 2014, at 5:30 p.m., at the Morehead City Municipal Building Auditorium, 202 S. Eighth Street.

In WITNESS THEREOF, I have hereunto set my hand and have caused the official corporate seal of said Town of Morehead City to be affixed, this the _____ day of _____, 2014.

Jeanne Giblin, City Clerk

NORTH CAROLINA
CARTERET COUNTY

I, _____, Notary Public, do hereby certify that Jeanne Giblin, City Clerk, Town of Morehead City, personally appeared before me this day and acknowledged the due execution of the foregoing certification, for the purposes therein expressed.

WITNESS my hand and notarial seal this the _____ day of _____, 2014.

Notary Public

My commission expires on: _____

TOWN OF MOREHEAD CITY

AGENDA ITEM: V.
DATE: October 20, 2014

REQUEST FOR TOWN COUNCIL ACTION

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Unfinished Business:

Background Information Attached: Yes X No

V.A. Award Otis Landing [Jib Property] Bids to the Low Bidder, T.D. Eure in the Amount of \$300,000

At the July 8, 2014 Council Meeting the Council was advised that the bids on Phase II of the Jib Project were all over budget and that the City could not pare down the price to the funds available. At that time the Council rejected all the bids and authorized the City staff to make the necessary changes to rebid the project.

On October 15, 2014, the following bids were opened:

<i>DESCRIPTION</i>	T D Eure	Primus Contracting, Inc
- Otis Landing – Framing and construction of new pile supported heavy timber deck with cross bracing	\$300,000	\$392,371

City staff recommended awarding the bid to T.D. Eure in the amount of \$300,000.

Recommended Action: Award Otis Landing [Jib Property] Bids to the Low Bidder, T.D. Eure in the amount of \$300,000 for the framing and construction of new pile supported heavy timber deck with cross bracing at the Otis Landing [Jib Property] site.

V.B. Approve Contract with McDavid and Associates of Farmville, N.C. for Planning and Design of the Arendell Street Sidewalk Project from North 25th to North 35th Streets in the Amount of \$13,500 Contingent upon North Carolina Department of Transportation [NCDOT] Review and Approval

At the August 18, 2014 City Council Meeting approval was received to begin negotiating a contract with McDavid Associates of Farmville, N.C. for design services related to the Arendell St. sidewalk project. The project area begins at the terminus of existing sidewalk at the intersection of Taylor Street in front of Camp Glen School and will continue east to 25th Street where existing pavement/sidewalk exists.

Funding for the project is through the Federal Highway Administration with the match provided by NCDOT. Material testing and construction engineering services are included in the funding up to 15 percent of the total construction cost. Any additional funding for this activity must be provided by the City.

Tentative schedule is that the design work will occur during the first of the 2015 calendar year with plans and specifications ready to bid by June 30, 2015. A copy of the proposed agreement is attached.

Recommended Action: Award the design services for the 25th – 35th Arendell Street Sidewalk Project to McDavid Associates of Farmville, N.C., in the amount of \$13,500 contingent upon NCDOT review and approval.

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Nays _____ Postponed/Tabled _____

A.

**BID TABULATION
OTIS LANDING
October 16, 2014**

DESCRIPTION	T D Eure	Primus Contracting, Inc
- Otis Landing – Framing and construction of new pile supported heavy timber deck with cross bracing	\$300,000	\$392,371

B.

MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: DAVID MCCABE
SUBJECT: 35TH – 25TH & ARENDELL ST. SIDEWALK PROJECT
DATE: OCTOBER 15, 2014
CC: DAVID WHITLOW, CITY MANAGER

At the September City Council meeting approval was received to begin negotiating a contract with McDavid Associates of Farmville, NC for design services related to the Arendell St. sidewalk project.

The project area begins at the terminus of existing sidewalk at the intersection of Taylor St. in front of Camp Glen School and will continue east to 25th St. where existing pavement/sidewalk exists. Funding for the project is through the Federal Highway Administration with the match provided by NCDOT.

Material testing and construction engineering services are included in the funding up to 15% of the total construction cost. Any additional funding for this activity must be provided by the City.

Tentative schedule is design work will occur during the first of the 2015 calendar year with plans and specifications ready to bid by June 30, 2015.

A copy of the proposed agreement is attached. Action necessary from the Council will be to award the design services for the 25th – 35th Arendell St. Sidewalk Project to McDavid Associates of Farmville, NC in the amount of \$13,500 contingent upon NCDOT review and approval.

AGREEMENT
FOR
ENGINEERING DESIGN SERVICES
NCDOT SIDEWALK PROJECT TIP# EB-5500
BETWEEN
TOWN OF MOREHEAD CITY
AND
McDAVID ASSOCIATES, INC.

THIS AGREEMENT, made this 20 day of Oct., 2014 by and between the Board of Commissioners of The Town of Morehead City for itself and its successors and assigns, hereinafter referred to as the OWNER, and McDavid Associates, Inc. of Farmville, North Carolina for itself and its successors and assigns, hereinafter referred to as the CONSULTANT:

WHEREAS, the OWNER has been awarded \$250,000 to construct sidewalk improvements funded through the NC Department of Transportation; and

WHEREAS, the OWNER desires services of the CONSULTANT to provide engineering design services; and

WHEREAS, the OWNER selected and negotiated this contract with McDavid Associates, Inc. in response to the OWNER'S "Request for Qualifications".

NOW, THEREFORE, the OWNER and the CONSULTANT in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION A - PROGRAM DESCRIPTION

The proposed construction activities of the NCDOT Project EB-5500 which are included in this Agreement are as follows:

1. Design and construction of sidewalk along US 70 (Arendell Street) from 35th Street to 25th Street.

SECTION B - ENGINEERING SERVICES

The CONSULTANT agrees to furnish for the above named major construction work, services as hereinafter enumerated:

1. Perform necessary investigation for the design of the project (not to include right-of-way survey, utility site survey, acquisition survey, severance survey, easement survey, permit survey, and topographic survey), prepare detailed plans, specifications and contract documents, apply for standard permits (NCDOT) all in accordance with the intent of the grant agreement between the OWNER and NCDOT.

2. Attend and conduct bid openings, prepare and certify tabulation of bids, and make recommendations as to contract award.
3. Additional services shall be as per the existing corporate rate schedule at the time of service. Additional services may be authorized by the Town Manager. Additional services may include, but shall not be specifically limited to, the following:
 - a) Redesigns requested by the OWNER after final plans have been accepted by the OWNER, except redesigns to reduce the project cost to within the funds available.
 - b) Preparation for or appearances before courts or boards on matters of litigation or hearings related to the project.
 - c) All surveying and related services to include but not limited to:
 - 1) All property line and right of way recovery and/or survey.
 - 2) Right of way, utility site and other acquisition or severance surveys and coordination.
 - 3) Topographic survey.
 - d) Subsurface soil investigations, soil borings, special geological investigations; pile installation monitoring; hydraulic investigations; laboratory test; similar special investigation, testing and reports.
 - e) Special permits to include but not limited to:
 1. Wetlands
 2. Division of Coastal Management
 3. NC Division of Water Quality
 - f) Environmental Impact Statement
 - g) All respective services resulting from a change in activities by program amendment or other means.
4. This Agreement may be amended at any time to include any additional consulting services requested.
5. The CONSULTANT shall report directly to the OWNER for administration of this agreement.

SECTION C - OWNER'S RESPONSIBILITIES

1. The OWNER shall furnish the CONSULTANT in a timely manner with copies of pertinent correspondence relating to the project.
2. The OWNER shall provide full information as to requirements for work performed by the CONSULTANT.
3. The OWNER shall give prompt consideration to recommendations and work submitted by the CONSULTANT.
4. The OWNER shall be responsible for all legal fees, real estate appraisal fees, newspaper advertisement fees, audit fees, permit fees, encroachment fees, register of deed fees, and other similar fees not directly associated with performance of the CONSULTANT responsibilities defined by this Agreement.
5. The OWNER will bear all costs incident to compliance with the requirement of this section.

6. The OWNER will give prompt notice to the CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the project or changed circumstances.
7. The OWNER will guarantee access to and make provisions for the CONSULTANT to enter upon private property as required for the CONSULTANT to perform his services.
8. The OWNER will administer this agreement directly with the CONSULTANT.

SECTION D - COMPENSATION FOR SERVICES

1. The OWNER shall compensate the CONSULTANT for engineering design services related to sidewalk construction the lump sum of Thirteen thousand five hundred and no/100 dollars (\$13,500.00). Payment shall be made on a monthly basis utilizing the percentage of payments (work completed divided by construction contract value) to the contractor. Amounts to be invoiced monthly.
2. All payments due the CONSULTANT shall be paid in full on or before the tenth day of the month following the date of the bill. If OWNER fails to make any payment due the CONSULTANT for services and expenses before the 10th day of the month following the date of the bill, the CONSULTANT shall suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses and charges.
3. The CONSULTANT shall attempt to complete the proposed activities within twelve (12) months.
4. Payment for any additional engineering or other technical services shall be based on the existing corporate fee schedule at the time of service.

SECTION E - GENERAL CONDITIONS

1. Nondiscrimination on the Basis of Handicap - Section 504 of the Rehabilitation Act of 1973 as Amended.
No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
2. Termination Provision - Legal Remedies Provision.
The CONSULTANT and OWNER mutually agree as follows:
 - a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

- b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided, that such termination is for good cause (such as for legal or financial reasons, major changes in the work of program requirements, initiation of a new Step) and that the CONSULTANT is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
 - c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT default. If termination for default is effected by the CONSULTANT or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expense incurred, prior to the termination, in addition to termination settlement cost reasonably incurred by the CONSULTANT, relating to commitments which had become firm prior to the termination.
 - d) Upon receipt of a termination action pursuant to paragraphs (a) or (b) above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.
3. Nondiscrimination Clause - Section 109, Housing & Community Development Act of 1974.
No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
4. Nondiscrimination Clause - Civil Rights Act of 1964, Title VI.
No person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity which receives federal funds.
5. Age Discrimination Act of 1975, As Amended Nondiscrimination on the Basis of Age.
No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

6. Conflict of Interest - Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.

No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

CONSULTANT agrees to as follows:

7. Lobbying As Required by Section 1352, U.S. Code.

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The OWNER and the CONSULTANT each binds themselves, their successors, legal representatives and assigns to the other party to the Agreement and to the successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the OWNER or the CONSULTANT shall assign or transfer his interest in this Agreement without written consent of the other.

THE OWNER AND THE CONSULTANT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement - the date and year first above written.

ATTEST: Town of Morehead City (OWNER)
By _____ By _____
Typed Name Jeanne M. Giblin Typed Name David A. Whitlow
Title City Clerk Title City Manager

(SEAL)

ATTEST: McDAVID ASSOCIATES, INC. (CONSULTANT)
By _____ By _____ (Seal)
Typed Name Cynthia Powell Typed Name Albert V. Lewis, Jr.
Title Notary Public Title President

(SEAL)

FINANCIAL OFFICER STATEMENT

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

Ellen Sewell, Finance Officer Date

TOWN OF MOREHEAD CITY

REQUEST FOR TOWN COUNCIL ACTION

AGENDA ITEM: VI.
DATE: October 20, 2014

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Citizen Requests/Comments: [2 minute time limit]

Background Information Attached: Yes No X

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Nays _____ Postponed/Tabled _____

TOWN OF MOREHEAD CITY

AGENDA ITEM: VII.
DATE: October 20, 2014

REQUEST FOR TOWN COUNCIL ACTION

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: City Managers Report: Surplus Real Property Disposal Update

Background Information Attached: Yes No X

The City has received no responses to the bid notices for the sale of three [3] surplus properties: 304 North 25th Street, 101 North 5th Street and 1706 Bay Street. The City did receive a proposal, however, it was not a cash transaction and, therefore, is not viewed as a viable offer. City staff will continue to explore other options for the disposal of these properties.

Recommended Action: No action necessary.

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Nays _____ Postponed/Tabled _____

MEMORANDUM

TO: Honorable Mayor and Members of Council
FROM: David S. Whitlow, City Manager
SUBJECT: Offer of Sale of Surplus Properties
DATE: October 16, 2014

We received no responsive offers to our upset bid notices for the sale of the three surplus properties that the Council identified in the spring. While we had a few interested parties that looked at two of the properties, we received nothing from them.

We did receive a proposal, attached, that was not a cash transaction and therefore has been viewed as non-responsive. We will be looking at other options for the sale or use of these properties and bring some recommendations back to the Council at a future meeting.

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Morehead City, North Carolina 28557
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email: ArtStudo500@ec.rr.com • www.ArtStudio500.com



September 16, 2014

David Whitlow - Town Manager
Municipal Building
202 S. 8th Street
Morehead City, NC 28557
(252) 726-6848

Bid For Parcel #638620814414000 101 North 5th St., Morehead City
(Physically and historically connected to my property at 500 Arendell Street, Art Studio 500)

A Creative Win – Win Proposal Strategy – Please consider my bid of \$60,480.00 In Professional Services rendered in Exchange for Parcel #638620814414000, 101 Bridges Street, which is physically connected to my building at 500 Arendell Street. I will provide an equitable trade of my professional services as a contracted interdepartmental single source coordinator of Professional Advertising, Marketing, Design, Graphics, Printing and Signage services. This trade of contracted services for property would be based on a set hourly rate \$60/hr* (or TBD + materials and costs) for professional services which I have been providing as Art Farm Inc., DBA Art Studio 500, for more than 4 decades and include the Town of Apex, Town of Cary, City of Raleigh and Selma. This contract arrangement can span the period of one year or be extended longer until the debt, \$60,480.00 (-5% Bid deposit) for the building is paid off. As addition, this bid amount can be increased to meet any upset bid requirements of 10% of the first \$1,000 and 5% of the remainder, by extension of the contract.

I will provide cash payment of the requested %5 deposit (\$302.40). By utilizing this strategy would save the City approximately \$60,000.00 for items and services already budgeted for.

*Example: @ \$60/hr x 1,008 hr = \$60,480.00 (Approximate Appraised Value of the building).

This equates to 21 hours per week, or 84 hours per month = 1,008 hours over a 1 year period.

This can be extended or shortened to fit the needs or requirements of the City.

Note: This does not include materials costs, which we can negotiate on at a discounted price.

Professional Services Available For Trade:

- Advertising – publications, outdoor, print materials, design, copy writing, editing, consulting
- Consulting – web, social media, printing, display, design, marketing
- Design/Graphics – logos, branding, advertising/marketing materials, environmental space design/evaluation, signage, print, photography
- Marketing / PR – copy writing, editing, social media, news, display, event photography
- Printing – business cards, letterhead, flyers, forms, brochures, newsletters, rack cards, pamphlets, tickets, booklets, posters, murals
- Signage – Street Signs, Road signs, architectural/building signage, identification signs, informational signs, Vehicle signs (Cars, Fire trucks, Police, Ambulances, EMS, Utility vehicles, outdoor, display
- Archival/Restoration – scanning documents, photos, cleaning & restoration of paintings, art work, signs etc

(Continued page 2)

(Continued from page 1)

As the contracted single source interdepartmental coordinator for any, and/or all Advertising, Marketing, Graphics Services would accomplish several positive things for the city.

- 1) Free up the time spent by less experienced salaried employees currently undertaking these jobs and allow them more time to concentrate on what they do best.
- 2) By having an experienced professional to integrate these services it would better ensure the city's "Brand Integrity", create a better, more cohesive "image", and produce a "better bang for the buck" for the city's funds being spent on advertising, marketing and graphic efforts they are currently doing.
- 3) Create and maintain a digital archive of documents, photos, paintings, artwork etc.
- 4) Open up greater possibilities to create new opportunities for PR, marketing and advertising in coordination and cooperation with local businesses, organizations, events, publishers and other municipalities.

These are just a few of the positive things I can bring to the table. As far as I can tell, there is no 'down side' to this proposal and a lot for the city to gain. Thank you for your consideration in this matter, If you have any questions or would like to discuss things further please feel free to call me or email me.

Best Regards,

Rich Farrell



President
Art Farm Inc/ DBA
Art Studio 500
500 Arendell St.
Morehead City, NC
ArtStudio500@ec.rr.com

Cell: 252-723-0311

www.ArtStudio500.com

TOWN OF MOREHEAD CITY

AGENDA ITEM: VIII.
DATE: October 20, 2014

REQUEST FOR TOWN COUNCIL ACTION

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Council Requests/Comments

Background Information Attached: Yes No X

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Naves _____ Postponed/Tabled _____

TOWN OF MOREHEAD CITY

AGENDA ITEM: IX.

REQUEST FOR TOWN COUNCIL ACTION

DATE: October 20, 2014

TO: The Honorable Mayor and Town Council

FROM: David S. Whitlow, City Manager

SUBJECT: Discuss and Receive Comments on North Carolina Department of Transportation Option #3 for the Construction of Certain Medians on Arendell Street [Highway #70] in Morehead City and Possible Adoption of Resolution 2014-43 In Support of Option #3 for the Construction of Medians on Arendell Street [Highway #70] in Morehead City, N.C.

Background Information Attached: Yes X No

Over the spring and summer the City Manager and Planning Director met with identified persons and organizations that had expressed concerns both for and against the proposed options for design and construction of medians on Highway #70. These concerns were discussed with representatives of the Department of Transportation. In some instances they will be able to accommodate the requested changes and in others they will not.

The proposed Option #3 is a greatly reduced program from what was originally proposed in 2012 and would alter traffic flows in only three [3] sections of the highway:

- Immediately west and east of the intersection of Highway 70, Bridges Street Extension and Highway 24
- A segment beginning at Rochelle Drive and extending east to a point just east of Mansfield Parkway
- A segment beginning at Neuse Avenue and extending east to Friendly Road.

The concept plans for this project may be viewed at City Hall, 706 Arendell Street, Morehead City, between 8:00 AM and 5:00 PM, Monday through Friday. The documents may also be viewed on-line at:

<http://townofmoreheadcity.com/moreheadwp/documents/planning-inspections/Option3.pdf>.

The public meeting this evening is so that the Council can receive comments and determine whether it wishes to adopt a resolution supporting Option #3 or not.

Recommended Action: Discuss and receive comments on North Carolina Department of Transportation Option #3 for the Construction of Certain Medians on Arendell Street [Highway #70] in Morehead City and possible adoption of Resolution 2014-43 In Support of Option #3 for the Construction of Medians on Arendell Street [Highway #70] in Morehead City, N.C.

Board Action: Approved: 1st: _____ 2nd: _____
VOTE: Ayes _____ Nays _____ Postponed/Tabled _____

Carolina for 165 years," Mr. Brown said.

"We look forward to working together to develop these unique assets for the good of the people of North Carolina both now and in the future."

focused on the curriculum areas of American history, business and marketing and math II and III. On Tuesday, Oct. 21, the academy will focus on math I.

The idea of this Teacher Academy came from Croatan High School Principal Joe Poletti and Assistant Principal Sarah Weinhold. Ms. Weinhold

work together to prepare lessons plans that support the curriculum. Teachers are able to share successful lessons and their associated activities and assignments. The academy was successful at Croatan High School.

"We saw the results in the success of students and in the

schools because we could benefit more. Teachers want and need time to plan with peers and colleagues and the academy is a way to afford them that time."

Future plans include providing this same type of academy training for middle school teachers.

This is a great opportunity to learn what post-secondary schools have to offer.

Students from all public and private high schools in Carteret County are invited.

FISHERIES NEWS

Shellfish

The N.C. Division of Marine Fisheries announced that as of Saturday, Broad Creek in Bogue Sound has reopened to shell-fishing.

All those waters in Carteret County have returned to the status in existence immediately prior to the Aug. 19 and Sept. 13 temporary closures. This reopening is due to satisfactory bacteriological sampling results.

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Carteret News Times, Sunday, Oct 12, 2014

Weight Loss Surgery

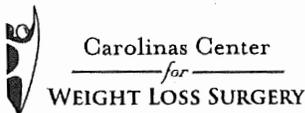
Weight Loss Surgery
Everything You Want to Know About The Lap-Band

Dr. Robert J. Mason, MD and Juozas Zavadzkas, MD

October 13th

6:00 pm to 7:00 pm
Support group to follow!

Crystal Coast Civic Center
 Wendell Street • Morehead City, NC



Lap-Band Surgery

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 The New Name for Carteret Surgical Associates

PUBLIC NOTICE TOWN OF MOREHEAD CITY

The Morehead City Council and North Carolina Department of Transportation will conduct a meeting on Monday, October 20, 2014 at 7:00 PM in the Council Chambers at 202 S. Eighth Street, Morehead City, to discuss and receive comment on Option #3 for the construction of certain medians on Arendell Street, (Highway 70) in Morehead City. Option 3 is a greatly reduced program from what was originally proposed in 2012, and would alter traffic flows in only three [3] sections of the highway:

- Immediately west and east of the intersection of Route 70, Bridges Street Extension and Route 24
- A segment beginning at Rochelle Street and extending east to a point just east of Mansfield Parkway
- A segment beginning at Neuse Avenue and extending east to Friendly Road

All parties who have an interest in providing comments on the revised plans are encouraged to attend this meeting.

The concept plans for this project may be viewed at City Hall, 706 Arendell Street, Morehead City, between 8:00 AM and 5:00 PM, Monday through Friday. The documents may also be viewed on-line at: <http://townofmoreheadcity.com/moreheadwp/documents/planning-inspections/Option3.pdf>.

Gerald A. Jones, Jr., Mayor

MOREHEAD CITY NORTH CAROLINA

Gerald A. Jones, Jr., Mayor



COUNCIL

George W. Ballou, *Mayor Pro Tem*
Demus L. Thompson
William F. Taylor
Diane C. Warrender
Harvey N. Walker, Jr.

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

David S. Whitlow
City Manager

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Gerald A. Jones, Jr., Mayor

*Please publish: Display Ad, once on Sunday, October 12, 2014, The Carteret News Times.
P. O. #60878.*

MOREHEAD CITY
NORTH CAROLINA



COUNCIL
George W. Ballou, Mayor Pro Tem
Demus L. Thompson
William F. Taylor
Diane C. Warrender
Harvey N. Walker, Jr.

202 South 8th Street
Morehead City, North Carolina 28557-4234
TEL (252) 726-6848
FAX (252) 222-3082
www.moreheadcity.nc.gov

David S. Whitlow
City Manager

TOWN OF MOREHEAD CITY
RESOLUTION 2014-43

In Support of Option #3 for the Construction of Medians on
Arendell Street [Highway #70] in Morehead City, N.C.

WHEREAS, U.S. Highway #70 is a key corridor to promote rural economic development in eastern North Carolina; and

WHEREAS, the North Carolina Department of Transportation [NCDOT] expects to accomplish a reduction in crashes in the Morehead City corridor by manipulating traffic flow volume and managing the crossings in the median; and

WHEREAS, the Morehead City Council together with the representatives of the NCDOT held a series of meetings for public comment and discussion of the proposed Morehead City Median Project [W5319]; and

WHEREAS, a Special Study Committee was established which engaged a private engineering firm to examine the viability of the Morehead City Median Project; and

WHEREAS, as a safety precaution the speed limit was reduced from 45 mph to 35 mph from Rochelle Drive to just east of Neuse Avenue, approximately 5,500 linear feet.

NOW, THEREFORE, BE IT RESOLVED, that the Morehead City Council supports Option #3 which would alter traffic flows in three [3] sections of Arendell Street/Highway #70 in Morehead City, North Carolina as follows:

- Immediately west and east of the intersection of Route 70, Bridges Street Extension and Route 24;
- A segment beginning at Rochelle Street and extending east to a point just east of Mansfield Parkway;
- A segment beginning at Neuse Avenue and extending east to Friendly Road.

DATED, this the 20th day of October, 2014.

Gerald A. Jones, Jr., Mayor

Attest:

Jeanne M. Giblin, City Clerk